CCN 2012-0808

AFSCME Local 1461 Blue Collar Contract
2012-2014
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AGREEMENT

Entered into this 1st day of July, 2012 between the County of Bernalillo, hereinafter referred to as the "County" and the American Federation of State, County and Municipal Employees Council 18, Local 1461, AFL-CIO, as representatives of the employees in the Bernalillo County Blue Collar Bargaining Unit, hereinafter referred to as the "Union" and effective until the 30th day of June 2014.

In applying this Agreement, the use of the masculine gender herein, shall be construed to include the feminine gender. The use of the singular shall be construed to include the plural.

NOW THEREFORE IT IS AGREED:

ARTICLE 1

PURPOSE

The general intent of this Agreement is to provide for orderly and constructive labor-management relations in the public interest and in the interest of the employees herein covered and the County of Bernalillo as the employer.

The County and the Union agree that every effort shall be made to administer this Agreement in accordance with the true intent of its terms and provisions for the purpose of maintaining good labor management relations.

1.1 It is the express intent of this Agreement to:

1.1.1 Promote harmony, cooperation and understanding between the County and the Blue Collar Employees;

1.1.2 Afford protection of the rights and privileges of the County and Blue Collar Employees;

1.2 Provide an orderly and peaceful means of resolving any misunderstanding or differences which may arise between the County and the Blue Collar Employees.

1.3 The County and the Union agree to administer the terms and condition of this Agreement in good faith. The parties further agree to meet at reasonable times and to confer in good faith with respect to terms and conditions of employment.

1.4 This Article may not be grieved through Step two of the grievance procedure.

ARTICLE 2

RECOGNITION

2.1 The County recognizes the Union as the exclusive representative for collective bargaining, as defined by Bernalillo County Code Sections 2-201 et seq. for all Blue Collar Employees who are not otherwise restricted, by Bernalillo County Code Sections 2-201 et seq. from being a member of the bargaining unit. The Parties agree that the Union has the sole and exclusive right to represent all such employees as their collective bargaining agent.

2.2 If the County establishes a new position, which is not clearly excluded from the bargaining unit, the County agrees to notify the Union President by means of a copy of the job description in question being posted for the bidding process. The Parties shall meet to discuss the job's category when it is in question. The County shall also notify the Union of any vacant position upgrades involving bargaining unit positions or of the elimination of any bargaining unit position. The Parties shall meet to discuss the impact and implementation of the upgrade or elimination. If an agreement is not reached at the meetings identified in this Article, the Union may submit the matter to the County Labor Relations Board for resolution.

2.3 See Appendix ___ for a list of positions that are currently bargaining unit positions.

ARTICLE 3

MANAGEMENT RIGHTS

3.1 The County, in accordance with applicable federal and state law, statute, and regulations and the Collective Bargaining Ordinance, except as expressly limited, altered or modified by provisions of this Agreement or appendices hereto, or subsequent modification by written instrument signed by the Parties which shall specifically identify and refer to the particular Article and subsection of this Agreement addressed therein, retains the exclusive right and authority to:

3.1.1 (1) maintain the efficiency of government operations entrusted to it by law; (2) determine the mission of County government; (3) determine the resources to be allocated to accomplish the mission and goals of the respective County Departments as units of County government; (4) determine methods, means, and personnel by which the operations of the County's Departments are to be operated and conducted; (5) determine the number of employees to be employed and the capacity of such employment at any time; (6) act in furtherance of all other duties and responsibilities imposed upon it by the Constitution, federal and state statutes, ordinances and administrative regulations; (7) determine the location and operation of its facilities; (8) insure the maintenance of uninterrupted service to the community; and, (9) take all such actions necessary to maintain such service.

3.1.2 (1) direct employees, establish and enforce reasonable rules and regulations governing the conduct and safety of its employees; (2) establish schedules and take such other actions necessary to carry out the functions entrusted to, or imposed upon, it and the County Departments by law; (3) hire, promote, transfer, assign, and retain employees in positions; (4) suspend, demote, dismiss and otherwise discipline employees for just cause; (5) lay-off or otherwise relieve employees from duty for lack of work or other legitimate reason; (6) determine qualifications for, and select and hire supervisory personnel; (7) determine the qualifications for, select and hire new employees; (8) determine the qualifications and select employees for promotion and transfer; (9) determine the number and arrangement of work schedules, shifts and the starting and stopping times thereof; (10) evaluate, test and provide for the examination of employees and applicants for employment to determine their fitness and suitability for duty and employment; and (11) determine and implement all procedures and standards not otherwise restricted, limited or prohibited by the specific provisions of this Agreement.

3.2 It is understood and agreed that the functions of management listed herein are not all inclusive and that all such rights, powers, or authority not otherwise relinquished in this Agreement or by the collective bargaining ordinance shall be retained by the County.

3.3 It is further understood and agreed that any provision in this Agreement meeting the criteria set out in 3.1 hereof shall supersede the affected management right.

ARTICLE 4

REPRESENTATION

4.1 The Union retains the exclusive right to define its organization and to manage its internal affairs and the County shall recognize those employees designated as representatives of the Union in all matters arising from the administration of this Agreement. The Union shall advise the County Manager of the names, addresses and current working telephone numbers of Union representatives and identify their official positions within the Union. The Union shall promptly advise the County Manager of any changes in the foregoing information.

4.2 For any meeting called or agreed to by the County with respect to business matters in connection with the relations between the County and the Union, at which any representative of the Union is required by the County to be present, such Union representative shall be paid at his appropriate rate of pay for the period of such meeting. Such time shall be considered hours worked for purposes of calculating overtime compensation.

4.3 The County shall allow Union representatives, within twenty four hours of a request, to visit County facilities for the purpose of administering the provisions of this Agreement at such times and places which do not interfere with the operations of the County.

4.4 Stewards.

4.4.1 The County shall recognize only one (1) Chief Steward and four (4) stewards to serve as the Union's representatives.

4.4.2 Normally, the grievant shall file grievances during non-work hours. However, there may be certain circumstances where the employee may contact his immediate supervisor to request to be placed on relief from his current assignment to consult with his steward. In such event, the steward and the employee may be relieved from their respective assignments and allowed to consult as soon as it is practicable to do so. Pending relief, the employee shall continue to perform his assigned duties. Such consultation shall not unduly interfere with the operations of the Department as determined by the Department Director or his designee.

4.4.2.1 The Chief Steward shall be allowed up to, but not to exceed four (4) hours per day on paid status to adjust pending

grievances and to attend arbitration hearings. These hours shall not be accumulated or postponed, but shall be used when necessary, for the express purpose of adjusting grievances between the employee and the County and attending arbitration hearings. Prior to utilizing such time, the Chief Steward shall inform his immediate supervisor of the approximate amount of time he anticipates will be required to attend to the pending grievance. Such time shall be considered hours worked for purposes of calculating overtime compensation.

4.4.2.1.1 The Chief Steward shall be permitted to assign this time with the Stewards. The conditions identified in Paragraphs 4.4.2.1 and 4.4.2.2 shall also apply to time allotted to the Stewards by the Chief Steward.

4.4.2.2 The Chief Steward shall keep a written daily log reflecting the date, time spent handling each grievance, County personnel participating in the respective grievance, and description of each grievance. The written log shall be available for periodic review by the Department Director/Elected Official or his designee and submitted to the Department Director/Elected Official at the end of each work week.

4.5 Union Officials.

Union Officials are defined as County employees who are members of the bargaining unit, members of AFSCME Local 1461, and who have been officially elected to the position of President, Vice-President, Treasurer, Recording Secretary, Chief Steward or Stewards of AFSCME Local 1461. The Union shall notify the County Manager, in writing, within seven (7) work days following election of the Union Officials and shall notify the County Manager, in writing, of any changes within seven (7) work days of the change.

4.5.1 During working hours and without loss of pay, either the Union President, Vice President, or Chief Steward shall be allowed a reasonable amount of time to communicate with bargaining unit members and the County concerning the County's enforcement of any provision of this Agreement. However, in no event shall all three be away from their regular job duties at the same time. The Union President, Vice President and Chief Steward shall whenever practicable conduct such communication by telephone. The County shall take reasonable steps to allow the Union Official privacy during such conversations. Such time shall be considered hours worked for purposes of calculating overtime compensation. If the Union President, Vice President or Chief Steward needs to conduct such

communication in a manner other than by telephone, he shall inform his immediate supervisor of the approximate amount of time he anticipates will be required to attend to the matter and shall prepare and maintain a log in the manner identified in Paragraph 4.4.2.2.

4.5.2 Union Officials may be granted annual leave or leave without pay for the purpose of attending conventions, training workshops, conferences or seminars depending on the staffing needs of the Department. In the event a Union Official attends classes, seminars, or conferences for which the Union Official receives college credits, or if the class is rated for college credit, the County shall provide the Union Official with one hour of administrative leave, with a maximum of forty (40) hours per calendar year, for each hour of annual leave taken for purposes of attending such class, seminar or conference; provided that the Union Official receive a passing grade and the course is related to the Union Officials position with the County or provides some benefit to the County.

4.6 Mail.

Mail addressed to Union members, Stewards, or Union Officials shall be treated as confidential when marked "confidential" or "personal/confidential" and shall not be opened by other office personnel. In addition, other office personnel shall not open departmental mail from the County Human Resources Department to employees.

4.7 Union Official Leave of Absence.

4.7.1 Upon request a Union Official may be granted leave without pay for up to six (6) months, for purposes of attending training, seminars, etc. related to labor-management relations, without waiving the individuals right to return to the same position. Such request shall not be denied except based on the operating requirements of the Department.

4.7.2 Union officials may be granted leave without pay for the purpose of assisting the local union (AFSCME Local 1461), or the parent organization (AFSCME Council 18). Such period of leave without pay shall not exceed five (5) days in any pay period. The Department Director shall approve such requests for leave based on the operating needs of his work area.

ARTICLE 5

COMMUNICATIONS

5.1 It is understood by the Parties that inaccurate information, incomplete information or the failure to exchange information is one of the major causes of breakdowns in the labor-management relationship. In the interest of preventing misunderstandings stemming from such lapses in communications the Parties agree to furnish information as follows:

5.1.1 The County shall:

a. Make available for copying and inspection copies of County policies that are applicable to bargaining unit employees;

b. Upon written request allow the Union access to County and Departmental policies, at reasonable times and places; and

c. Inform the Union of major relevant organizational changes within one week of the effective date.

5.1.2 The Union shall:

a. Provide the County with a current list of Union Officers, trustees and stewards. Such list shall describe the authority possessed by each individual, and shall be updated within seven (7) workdays of any such change.

5.2 The Parties agree to communicate only through the appropriate officials as designated by the County (County Manager, Deputy County Managers, Department Directors or their designees) and the Union respectively.

5.3 Notice of Change in Work Rules

5.3.1 In the event a Department determines it is necessary or advisable to change, modify or replace existing Departmental rules or policies that are applicable to Union employees or that are applicable to all employees in a Department, the Department Director/Elected Official proposing such change, modification or replacement shall advise the Union President or in his absence the Vice President and provide him with a copy of the proposed change, modification or replacement document, as appropriate, at least fourteen (14) calendar days prior to the proposed effective date thereof. The Union shall advise the Department Director/Elected Official, within seven (7) calendar days of receipt thereof, whether he wishes to meet with the Department Director/Elected Official, to discuss said proposals. Thereupon the Parties shall meet and confer regarding the proposed changes as well as any suggestions proposed by the Union.

The Department Director/Elected Official, may consider the suggestions or proposals advanced by the Union, and may accept or reject all or any portion thereof. This provision does not contemplate that the County shall be required to engage in collective bargaining regarding such change, modification or replacement, other than as may impact wages, hours and working conditions.

5.3.2 In the event the Union fails to respond to such notification as provided above, the County shall have no further obligation to meet and confer with the Union regarding the proposed change, modification or replacement.

ARTICLE 6

NON-DISCRIMINATION

6.1 The County shall not discriminate against any employee based on race, color, religion, age, sex, sexual orientation, spousal affiliation, gender identification, creed, national origin, political affiliation, Union membership or non-membership, veteran status, physical or mental disability or handicap. The County shall not encourage or discourage membership in the Union.

6.2 The County and the Union agree that employees shall be provided a workplace that is free of discrimination, including harassment which is based on race, color, religion, age, sex, sexual orientation, gender identification, spousal affiliation, creed, national origin, Union membership or non-membership, veteran status, physical or mental disability or handicap.

6.3 Any allegation of discrimination of the nature set forth in this Article shall be pursued under the procedures set forth in applicable, County policies, with the EEOC or in accordance with such other appropriate Statutory or Administrative procedures as are available.

ARTICLE 7

RECORDS INFORMATION

7.1 The County shall promptly furnish the Union upon request, copies of documents and records, which come within the definition of public records. It is understood that it may be necessary to charge the Union in advance for the actual cost of such copies.

7.2 No material within County control, which contains adverse personnel actions or comments, shall be placed in an employee's file without the employee being informed within five (5) working days thereof. The employee may insert a written response to any such matter in his file. An employee shall be permitted to inspect his own file. Copies of requested materials shall be provided to the employee.

7.3 Upon request, the County shall promptly produce an employee's departmental personnel file, should such file be maintained at the department level. However, the County has no obligation to produce supervisory files relating to personnel matters.

7.4 An employee's personnel file shall be confidential, except as abridged by law, to the employee or the employee's supervisory line of authority with the following exceptions:

7.4.1 Responding to or investigating complaints of discrimination or harassment;
7.4.2 A Department Director as part of the hiring process; and
7.4.3 As part of a discovery request in a judicial or administrative process.

7.5 One (1) year after a written reprimand has been issued to an employee, upon written request by the employee the written reprimand shall be removed from his personnel file, provided the employee has received no further discipline for the same or similar offense.

ARTICLE 8

SENIORITY

8.1 County-wide Seniority is defined as length of continuous unbroken service as a full-time, non-probationary County employee, beginning with his last date of hire. Continuous unbroken service means there have been no breaks in employment other than sick leave or County authorized leave of absence or layoff.

8.2 Departmental Seniority is defined as the total length of continuous unbroken service within a department as a full-time, non-probationary employee.

8.3 Job Title Seniority is an employee's continuous unbroken service in that job title.

8.4 In the event all seniority criteria are equal, the employee who has the earliest date/time stamp on his first application for employment for a bargaining unit position that resulted in the individual being hired into such position shall control.

8.5 Seniority shall be applied by order of priority where applicable as specified in each Article of the Agreement.

ARTICLE 9

LAY-OFF AND RECALL

9.1 Lay-off. In the event it is necessary to have a reduction in the work force, the County may lay-off employees within a given job title in reverse order of county-wide seniority; i.e., the employee with the least county-wide seniority shall be the first to be laid-off and so on. Employees whose jobs are abolished in the layoff shall have the right to displace other bargaining unit employees with less seniority within the same job title or to displace employees with less job title seniority in a job title previously held, provided he meets the qualifications of that job title.

9.1.1 An employee shall receive fifteen (15) working days notice of the lay-off.

9.2 Thirty (30) days prior to conducting a lay-off or reduction in hours worked the Parties shall convene the Labor-Management Relations Committee to discuss alternatives to the layoff of or reduction in base hours worked for bargaining unit positions. The discussion shall include a review of seasonal, part-time, emergency, temporary and probationary employees.

9.2.1 Prior to making any final decision involving contracting for services that would result in a layoff of or reduction in base hours worked for employees in bargaining unit positions, the County agrees to consult with the Union to determine if alternatives are available which would render moot the need for a layoff or reduction in base hours worked. The County shall provide the Union with advance written notice of its intent to contract for services that would result in a layoff or reduction in base hours worked for bargaining unit positions and such notification shall include the division, department and job titles or classifications that would be impacted by such contracting. The County has no obligation to meet and confer with the Union regarding any contracting or subcontracting unless such contracting or subcontracting would result in a layoff of or reduction in base hours worked for employees in bargaining unit positions.

9.3 Recall. An employee laid-off due to a reduction in force shall be called back to work, in the event there is an opening within an employee's job title, in the inverse order of the sequence in which they were laid-off.

9.4 Notice of Recall. Employees on lay-off shall be recalled by certified mail, return receipt requested sent to their last known address as reflected in the official County records. Laid-off employees shall have a period of ten (10) calendar days, from the date of receipt of recall notice to provide written notification to the Human Resources Director of acceptance or rejection of the recall opportunity and of the date on which he is available to return to work. The employee must return to work no later than twenty (20) calendar days from the date the employee receives the recall notice, unless the employee is unavailable to return due to military service or

short-term disability. Failure to respond within the time period, or rejection of the recall opportunity shall be considered a voluntary termination. It shall be the obligation of the employee to demonstrate that his response was timely.

9.5 Wage Upon Recall. Upon recall the employee shall receive wages equivalent to those earned at the time of layoff subject to any adjustments negotiated by the County and the Union with respect to a particular job title.

ARTICLE 10

HOLIDAYS

10.1 Legal holidays for employees shall be as follows:

Holiday
New Year's Day
Martin Luther King Jr. Day
Spring Break Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day following Thanksgiving
Christmas Eve
Christmas Day

10.1.1 The date of observance shall be set by the Bernalillo County Commission and may be changed by the Bernalillo County Commission once annually.

10.1.2 Employees shall receive any other holiday approved by the Bernalillo County Commission.

10.2 An employee who works for the Youth Services Center , who must provide twenty-four (24) hour service to County residents shall observe holidays in accordance with this Article, with the exception of Christmas Eve, Christmas Day and New Year's Day which shall be observed on the actual calendar day on which the holiday falls.

10.3 Holiday Premium Pay. An employee who works on a holiday shall be compensated at his regular straight time hourly rate plus time and one-half for the first eight (8) hours worked. An employee whose normal work shift is ten (10) hours shall be compensated at his regular straight time hourly rate plus time and one-half for the ten (10) hours worked. Thereafter, the employee shall be compensated at his appropriate hourly rate.

10.4 To receive Holiday Premium Pay, the employee must be scheduled and required by appropriate supervisor to work the holiday and must actually work the holiday. Administrative leave, emergency leave, sick leave and annual leave shall not qualify as time worked for the purpose of receiving Holiday Premium Pay.

10.4.1 Employees on-call during a specific holiday shall receive Holiday Premium Pay only for such time actually called out and worked in accordance with the provisions of 10.3 above.

10.5 If a holiday occurs while an employee is on administrative leave, annual leave or sick leave, the employee shall receive straight time pay for such holiday, and the day shall not be charged against accrued annual leave or sick leave, provided; the employee has worked his last scheduled day prior to the holiday, and his first scheduled day after the holiday, unless the employee's absence has been otherwise excused or authorized.

10.6 If a holiday falls on an employee's scheduled day off, the employee shall be granted an additional day off which shall be scheduled by the employee and taken within twenty (20) working days thereof or as soon as possible thereafter and within the fiscal year or the employee may elect to accept one (1) days compensation at their regular straight time rate of pay, however this compensation shall not be credited as time worked for purposes of calculating overtime.

10.7 Personal Holidays. In addition to the legal holidays identified in Article 10.1, each employee shall receive two (2), eight (8) hour, personal holidays each fiscal year to be taken with prior approval of the Department Director. The personal holidays may not be accrued or deferred from fiscal year to fiscal year. Any employee not utilizing a personal holiday within the fiscal year shall be deemed to have forfeited that personal holiday. Employees shall submit their request to take a personal holiday no less than three (3) working days prior to the date requested. Approval is subject to staffing requirements as determined by the respective Department Director. Personal holiday requests shall be in eight-hour increments.

10.8 Ten (10) Hour Work Shift Holiday. Employees whose normal work shift is ten (10) hours shall be compensated ten (10) hours of straight time pay for holidays that occur during the employees' normal work shift. A holiday that occurs on a day other than the employees' normal work shift shall receive a (10 hour) compensation day consistent with 10.6 of this Article, or shall be compensated eight (8) hours straight time.

ARTICLE 11

BULLETIN BOARDS

11.1 The County shall provide accessible space in each applicable building for posting notices on a bulletin board. Such space shall be subject to change in accordance with departmental needs.

11.2 Material posted on the bulletin board by the Union shall contain only factual information and shall not contain derogatory statements concerning the County, or any agency or department thereof, or its employees or give partisan support to political issues. Material posted on the bulletin board which, in the opinion of the Department Director or his designee, is not in conformity with the above, shall be called to the attention of a Union representative who shall remove the material pending a final resolution of the issue pursuant to the Grievance Procedure.

11.3 Any material posted on the bulletin board shall bear the signature and title of the authorized Union representative, or designee, who posted it.

ARTICLE 12

DISCIPLINE

12.1 General Statement.

12.1. The County shall discipline employees only for just cause and in a timely manner.

12.1.2 The purpose of this Article is to encourage the use of counseling and positive discipline as methods of assisting employees in correcting work violations and behavior and improving job performance.

12.1.3 All disciplinary action, constructive criticism, or counseling shall be conducted in private.

12.1.4 All disciplinary action in the nature of suspension, demotion or dismissal shall be preceded by a written Notice of Intent to Discipline which shall include the conduct, action or omission which form the basis for the contemplated disciplinary action. The notice of intended discipline shall, where applicable, also identify the policy, regulation, procedure or statute violated. The employee or his representative shall be entitled to interview any known witnesses and to review any documents that were relied on by the County in issuing the Notice of Intent to Discipline, prior to the predetermination hearing. However, this shall not result in any delay in conducting the predetermination hearing.

12.1.5 Prior to the final disciplinary action of suspension, demotion or dismissal, a pre-determination hearing shall be held.

12.1.6 Thereafter, a Notice of Final Action shall be issued and served upon the subject employee, and shall be limited to those matters set forth in the Notice of Intent to Discipline.

12.2 Disciplinary Actions. The levels of discipline are as follows:

12.2.1 Oral Reprimand.
An oral reprimand shall be used for minor infractions, and shall serve to inform the employee that his behavior and/or conduct need(s) to be improved. Oral counseling notations shall not be placed in an employee's personnel file.

12.2.2 Written Reprimand.

An employee shall receive a written reprimand in circumstances where the infraction is perceived to be of a greater consequence than that for which an oral reprimand was issued or if an oral reprimand was

ineffective. Written reprimands relating to an employee's job performance or conduct shall be placed in the employee's personnel file after providing the employee with a copy of the reprimand. The employee shall acknowledge having received the document by affixing his signature to the reprimand. So doing shall not be construed as the employee's agreement that the reprimand was warranted.

12.2.3 Suspensions and Demotions.

An employee may be suspended without pay for a period not to exceed thirty (30) working days, and/or demoted for a single serious offense or for continued substandard job performance or misconduct when previous attempt(s) to correct behavior have failed.

12.2.4 Dismissal.

An employee may be dismissed when other levels of discipline have failed to improve unacceptable behavior or job performance, or when the employee has engaged in single serious offense that provides just cause for dismissal. An employee may also be dismissed when he is unable to meet the minimum qualifications for his position and there is no reasonable accommodation available in those instances when applicable federal or state law provide for reasonable accommodation.

12.3 Procedure/Written Reprimands

12.3.1 In the event the written reprimand is not withdrawn, the employee may insert a response in his file to the reprimand.

12.3.2 Disputes regarding written reprimands may be contested through the Grievance Procedure hereof, but shall not be subject to the Arbitration provisions of Article13.10.

12.3.3 One (1) year after a written reprimand has been issued to an employee, upon written request from the employee, the written reprimand shall be removed from his personnel file, provided that the employee has received no further discipline for the same or similar offense.

12.4 Procedure - Suspension, Demotion or Dismissal.

12.4.1 Disputes regarding suspensions, demotions or dismissals may be contested utilizing the Grievance Procedure set forth in this Agreement. However Step Two, as set forth in Article 13.9.3 shall be the final step in the grievance procedure before the Parties submit their dispute to Arbitration pursuant to the provisions of Article 13.10.

12.4.2 An employee who is suspended without pay shall not suffer any loss of pay or benefits or be required to serve the period of suspension until after completing the grievance procedure and arbitration provided in Article 13.10 or otherwise resolving the grievance.

ARTICLE 13

GRIEVANCE PROCEDURE

13.1 Statement of Purpose. The Parties agree that the prompt and equitable resolution of grievances is essential to the proper and efficient operation of the County and all reasonable efforts shall be made by the Parties and the employees to resolve all grievances in a timely and mutually satisfactory manner. To that end, the Parties agree to attempt to resolve all grievances at the lowest possible step.

13.2 No employee who uses or participates in the grievance procedure shall be subjected to retaliation of any kind or nature for having participated in this procedure, nor shall he be threatened, intimidated or coerced in any manner, for having done so.

13.3 All grievances shall be maintained in separate grievance files and shall not be included in the personnel file of any individual grievant. Upon resolution of the grievance, or decision by an arbitrator, a copy of any grievance arising from disciplinary action shall be retained in the grievant's personnel file unless the arbitrator rules otherwise.

13.4 The procedures for filing a grievance shall be the same for all grievants. The grievance procedure shall be accessible to all employees in the bargaining unit, regardless of whether or not they are members of the Union.

13.5 The parties may utilize tape recorders or other electronic recording devices to assist them in taking notes; however, such recordings shall not have standing to serve as an official record of proceedings.

13.6 This Procedure shall be the sole and exclusive method of resolving any and all grievances as that term is defined in Article _____.

13.7 Definitions.

13.7.1 "Grievance" - A grievance is any difference, dispute or disagreement concerning the application, interpretation or meaning of this Agreement. As used in this Agreement "grievance" means procedure.

any formal complaint alleging the misinterpretation, misapplication or the violation of any provision of this Agreement. Only matters involving the interpretation, application or alleged violation of a specific provision of this Agreement shall be subject to this grievance.

13.7.2 "Grievant" - A grievant is any employee, group of employees or the Union who files a grievance under the procedures set forth in this Article.

13.7.3 "Time" - All time periods referred to herein shall be measured in working days, Monday through Friday excluding holidays recognized by the County.

13.7.4 "Settlement"- means the agreed upon resolution of the grievance, set out in writing and signed and dated by the parties.

13.7.5 "Waiver"- Any step of this procedure may be waived by mutual agreement of the parties.

13.8 Time Limits.

13.8.1 All time limits set out in this Article shall be of the essence and strictly enforced. Any said time limits may be extended with respect to a specific grievance by written agreement of the parties to the grievance.

13.8.2 If the County fails to respond within the designated time limits, the grievance shall be deemed denied, and shall be advanced to the next step of the grievance procedure. If the grievant fails to appeal to the next step within the time limits, the grievance shall be deemed settled on the basis of the County's last response.

13.9 Resolution of Employee Grievances.

13.9.1 Informal Resolution: A grievant may at any time prior to the filing of a formal grievance, first attempt to resolve the matter informally with his supervisory staff up to and including the Department Director.

13.9.2 **Step One**:

a. If the grievance is not settled at the informal step, the grievant may advance the grievance to Step One by submitting a formal written grievance, within ten (10) days of the event giving rise to the grievance, or within ten (10) days of the grievant's becoming aware of the event giving rise to the grievance, or within ten (10) days of the date the grievant should have become aware of the event giving rise to the grievance, and submitting the same to his Director/Elected Official. The formal written grievance shall identify the current grievance step, the event upon which the grievance is based and the date upon which it is alleged to have occurred, the specific provision(s) of the Agreement which are alleged to have been breached and the remedy sought. The grievance shall be dated and signed by the grievant(s). The grievant may, at any step of this procedure, request the assistance of his steward, or other formally designated Union Representative or officer, to prepare the grievance form, process the grievance or otherwise represent the grievant.

b. The recipient of the grievance shall note the date and time of receipt on the grievance form, and shall respond in writing within ten (10) days from the date of receipt. The response shall be made on the grievance form and a copy of the completed form shall be returned to the grievant, steward or Union representative, as the case may be.

13.9.3 **Step Two:**

a. If the grievance is not settled at Step One of this procedure, the grievant may within five (5) days of receipt of the Step One response, appeal the grievance to the County Manager and shall be served at the County Manager's Office. The Step Two grievance shall be on the grievance form, or attached thereto, and shall contain all of the information required for a Step One grievance. The County Manager's Office shall note the time and date of receipt of the appeal on the grievance form. A conference to discuss the grievance and any settlement thereof shall be held within ten (10) days of receipt of the Step Two grievance. If the grievance is settled at the conference, the settlement shall be reduced to writing, noting the terms thereof, the date and the time of settlement, and shall be signed by the parties, and the grievant, if appropriate.

b. If the grievance is not settled at the Step Two conference, within five (5) days thereof, the County Manager or designee shall set out his response to the grievance in writing, either on the grievance form, or attached thereto. The response shall be signed, dated and returned to the grievant, steward or Union Representative, as the case may be.

c. Upon being appealed to Step Two, the grievance shall be treated as a final document, and no amendments shall thereafter be permitted.

d. No arbitration hearing shall be held for a grievance involving the intent or interpretation of this Agreement until after the Labor-Management Relations Committee ("LMRC") has attempted to resolve the issues contained in the grievance. The LMRC shall convene within ten (10) work days of the appeal to arbitration.

13.10 Arbitration.

13.10.1 If the grievance is not settled as the result of the County Manager or designee's Step Two written response, the grievance may, within five (5) days thereof be submitted to Arbitration. Any grievant wishing to appeal a matter to arbitration shall do so by serving or having a designee serve

the official grievance form on the County Manager's office within five (5) days of receipt of the Step Two response.

13.10.2 Arbitration shall be limited to any difference, dispute or disagreement concerning the application, interpretation or meaning of this Agreement, and disputes concerning disciplinary actions involving suspension, demotion or dismissal. The Arbitration and any appeal therefrom shall be conducted in accordance with the Uniform Arbitration Act as enacted by the State of New Mexico, § 44-7-22 et seq. NMSA, 1978. Arbitration shall not be available when other avenues for relief are available through such federal and state administrative agencies that include but are not limited to the New Mexico Human Rights Commission, EEOC, Worker's Compensation Administration, Department of Labor and OSHA.

13.10.3 The County shall maintain a permanent panel of no fewer than five (5) qualified Arbitrators.

13.10.4 The grievant shall contact the County Attorney's Office within ten (10) days of filing his appeal to arbitration to attempt to agree on an Arbitrator from the list of names appearing on the panel of approved Arbitrators. In the event they are unable to agree, the grieving party shall strike the first name from the list of Arbitrators and thereafter the parties shall alternately strike names until only one name remains. That individual shall serve as the Arbitrator.

13.10.5 The cost of the Arbitrator's fee and any reasonable costs incurred by the Arbitrator shall be paid:

13.10.5.1 By the grievant if the Arbitrator denies the grievance.

13.10.5.2 By the County if the Arbitrator sustains the grievance.

13.10.5.3 Equally by the parties if the grievance is modified by the Arbitrator.

13.10.5.4 Each party shall bear its own costs, including but not limited to expert witness fees, costs of reproduction of documents, and attorney's fees.

13.10.6 The grievant may have no more than two (2) personal representatives, one of whom may, but need not, be an attorney, represent him at any stage of the grievance procedure or at the Arbitration proceedings.

13.10.7 As a condition of employment, employees shall be required to appear as witnesses in grievance hearings when requested.

13.10.8 The Arbitrator shall have no authority to add to or to arbitrate away in whole or in part any provision of this Agreement. The Arbitrator shall, within the time limits set forth below, issue his award and a written opinion in support thereof. His opinion and award shall be confined to an interpretation of the Agreement and a resolution of the specific grievance under consideration, as submitted by the grievant in the Step Two grievance. The Arbitrator shall have no authority to determine any issue not specifically so submitted. The Arbitrator shall have no authority to grant interest in connection with any award of back pay or benefits.

13.10.9 The opinion and award of the Arbitrator shall be final and binding on the parties to the extent provided by applicable law or regulation.

13.10.10 The Arbitrator's opinion and award shall be transmitted to the parties by first-class mail within thirty (30) days of close of the hearing, unless otherwise agreed to by the parties at the close of the arbitration hearing.

13.10.11 The parties may agree to expedited Arbitration and request the Arbitrator to issue his opinion and award orally from the bench at the conclusion of the hearing, or upon agreement by the parties, may issue a summary opinion and award prior to the expiration of thirty (30) days.

13.10.12 A party at its own cost, may request that a certified Court Reporter attend and transcribe the Arbitration hearing. In such event the Party making such request shall bear the cost of the Court Reporter. Each party shall bear the cost of its own copy of the transcript.

13.10.13 In the event a Court Reporter is not requested, a recording of the hearing shall be made by the County. A copy of the tape recording, which shall serve as the official transcript of the hearing, shall be provided to the parties at actual cost of the cassettes.

ARTICLE 14

LEAVES AND SCHEDULING

14.1 Requests or Use of Leave. It is the County's policy to approve all requests for leave in a fair and equitable manner, consistent with Departmental staffing requirements. Inappropriate requests or use of leave may result in such leave being denied.

14.2 Unauthorized Leave Without Pay (ULWP). Employees who fail to appear for work without authorized leave shall be considered to be on Unauthorized Leave Without Pay and may be subject to disciplinary action up to and including dismissal. Employees shall not be paid for any periods of unauthorized leave and shall not accrue sick or annual leave during periods of unauthorized leave. Unauthorized absence for three (3) or more consecutive workdays shall be *abandonment* of the position and voluntary resignation with the County.

14.3 Leave Without Pay (LWOP). The Department Director/Elected Official may authorize leave without pay for six (6) months or less, upon written request of the employee concerned. An employee shall be returned to his former position or be reassigned to a comparable position if the employee returns to work within six (6) months of the day LWOP became effective. This requirement may be waived by written agreement of the employee. The County shall have no obligation to return the employee to his former or comparable position if the LWOP is for a period greater than six (6) months. Requests for LWOP in excess of six (6) months shall be in writing and directed to the County Manager. Neither annual leave nor sick leave shall be accrued while on LWOP. Failure to report back to work upon expiration of approved LWOP shall be considered as ULWP.

14.4 Bereavement Leave. Bereavement leave is leave with pay for which the employee is not charged due to the death of an immediate family member. Employees shall be required to provide documentation which evidences proof of familial relationship. Failure to provide such proof shall result in the employee being charged with Unauthorized Leave Without Pay. Bereavement Leave may be granted based on the following schedule:

14.4.1 For the death of an employee's grandmother, grandfather, mother, father, sibling, spouse, children, either adopted or biological, or grandchildren and like relatives of employee's spouse up to five (5) work days.

14.4.2 For the death of an employee's great-grandparents, aunts (sisters of mother or father), uncles (brothers of mother and father) and like relatives of the employee's spouse within New Mexico up to three (3) work days.

14.4.3 For the death of an employee's great-grandparents, aunts (sisters of mother or father), uncles (brothers of mother or father) and like relatives of the employee's spouse outside of New Mexico up to five (5) work days, however, the employee must provide proof of travel and a copy of the death

certificate or obituary. When an employee travels by automobile, the employee must provide a copy of the death certificate within thirty (30) days of returning from leave. If the employee does not provide a copy of the death certificate within thirty (30) days the employee shall be charged with leave without pay.

14.4.4 An employee who is on Bereavement Leave may be granted an additional amount of annual or sick leave, without first completing the necessary request forms, of up to five (5) working days. In order to obtain such leave, the employee must contact his Department Director to request approval of such additional leave. The employee must then complete the appropriate documentation upon returning to work.

14.5 Annual Leave. All employees covered by this Agreement shall be entitled to annual leave with pay in accordance with the following schedule:

Seniority	Reg. Hrs. Worked	Accrual	Days Accrued
6 month - 59 months	20	1.0 hrs	13.0 days
60 months - 119 months	20	1.3 hrs	16.9 days
120 months - 179 months	20	1.5 hrs	19.5 days
180 months - 239 months	20	1.7 hrs	22.1 days
240 months - 299 months	20	2.0 hrs	26.0 days
Over 300 months	20	2.2 hrs	28.6 days

14.5.1 An employee shall not carry forward into a new calendar year more than two-hundred eighty-eight (288) hours of accrued annual leave. In the event that an employee's request for annual leave does not meet operational requirements with regard to workforce, that employee shall not suffer loss of leave time accrued, provided; however, that any excess time shall be taken by February 28 of the following year and shall be granted on a priority, first come –first served basis, and be approved by the Deputy County Manager or County Manager. Provided however, for good cause shown the County Manager may provide additional extensions.

14.5.2 An employee requesting annual leave for a period of three (3) days or less shall submit the request to his Department Director/Elected Official, in writing, at least one (1) day in advance of the effective date of the requested leave. Annual leave shall be granted or denied at the time requested.

14.5.3 Requests for annual leave in excess of three (3) consecutive days shall be submitted to his Department Director/Elected Official, in writing, at least one (1) week in advance of the effective date of the requested leave.

14.5.4 An employee shall be granted annual leave to cover emergency purposes for up to eight (8) hours per day for no more than three (3) occurrences per year.

14.5.5 Annual leave shall be approved on a first-come, first-served basis. However, when two (2) or more employees, submitting leave requests simultaneously, request the same time-off, County-wide seniority shall control.

14.5.6 The County shall, upon request, pay the estate of a deceased employee the full cash equivalent of the accrued annual leave as of the employee's last date worked.

14.5.7 The County shall pay an employee, who separates their employment with the County the full cash equivalent of accrued annual leave upon such employee's separation from service with the County.

14.5.8 Any employee who is requested to or does work during his/her approved annual leave period shall be compensated for such work at the appropriate rate of pay. In addition, the employee shall be recredited the annual leave.

14.6 Administrative Leave. For the purpose of this Agreement, an employee placed on Administrative Leave shall be required to call-in on a daily basis as directed at the time the employee is placed on such leave status. Call-in shall not be required on weekends or those holidays recognized in Article 8 of this Agreement.

14.7 Educational Leave Employees may be granted leave with pay to attend approved courses which contribute to the employee's job performance or job advancement within the County, at local high schools, vocational schools or colleges. Any employee who does not receive a passing grade shall be required to reimburse the County for all compensation received.

14.8 Military Leave. All employees authorized military leave shall be granted such leave in accordance with applicable state and federal law and/or executive orders. It is the responsibility of the employee to provide his Department Director/Elected Official or designee with notification of the required absence at least (15) fifteen days prior to the commencement of leave or promptly upon receiving such notification. The employee shall also provide his Department Director/Elected Official or designee a copy of the military orders if such orders are written. A time extension of up to fifteen (15) additional days may be authorized by the County Manager, in writing, solely at the County Manager's discretion.

14.9 Jury Duty Leave. An employee, when called for jury duty by a federal, state, metropolitan or magistrate court, shall be given a paid leave of absence, provided that the employee provides adequate proof of dates and time served and returns to the County the jury fee received (other than meals and travel allowances). Such time shall be counted as hours worked. An employee may elect to use annual leave in lieu of paid jury duty leave and may then keep the fee provided by the Court.

14.10 Voting Time. An employee who is registered and eligible to vote in a state or federal election, shall be given, upon request, leave with pay for two (2) hours for the purposes of voting. However, an employee is not eligible for such paid leave if

the employee's shift begins more than two (2) hours subsequent to the time of opening of the polls or ends more than three (3) hours prior to the time of the closing of the polls.

14.11 Family and Medical Leave Act Leave. Employees may also be entitled to leave as provided under the Family and Medical Leave Act.

14.12 Funeral Leave. Employees may be granted annual leave with less than the notice required in 14.5 or authorized leave without pay to attend the funeral of a relative not included in Article 14.4.

ARTICLE 15

SICK LEAVE

15.1 Sick leave shall accumulate without limitation, at the rate of one (1) hour for each twenty (20) regular straight-time hours in a paid status.

15.1.1 Sick Leave shall not qualify as time worked for the purpose of calculating overtime.

15.2 Sick leave shall be granted when an employee is unable to perform normal job duties due to personal, spousal or parental medical considerations including, but not limited to illness, injury, pre-approved medical or dental examinations, quarantine, therapy or counseling.

15.3 Sick leave shall not be used for relief from the effects of a second job (moonlighting). An employee on sick leave shall be considered as having terminated employment without notice if they engage in other forms of employment, regardless of whether such employment has been approved by the County.

15.4 A physician's certificate shall be required when an employee has used three (3) or more consecutive days of sick leave.

15.5 An employee may be required to submit a physician's certificate for an absence when an employee has utilized fewer than three (3) consecutive days of sick leave, if the County determines that a pattern of sick leave abuse or misuse is being established by an employee.

15.5.1 Sick leave corrective action plan. Employees shall be placed on a sick leave corrective plan for the following:

15.5.1.1 Demonstrating a pattern of abuse or misuse. A pattern of abuse shall be defined as, use of sick leave in conjunction with weekends, holidays, annual leave or leave without pay, in excess of thirty-two (32) hours per calendar year; or

15.5.1.2 Failing to accrue a minimum of forty-eight (48) hours of sick leave per calendar year. Hours used while on FMLA shall count towards the forty-eight (48) minimum accrual.

15.5.2 In the event an employee is placed on a Corrective Action Plan the employee shall be required to provide a physician's certificate for any sick leave usage and submit the physician's certificate when they return to work, the certificate shall have the name of the patient, relationship to employee and date and time of the visit. Failure to provide the physician's certificate shall prohibit the employee from receiving sick leave for the

period in dispute and may result in disciplinary action. Employees placed on a Corrective Action Plan more than two times consecutively shall be subject to disciplinary action.

15.6 As a benefit and incentive for the proper use of sick leave benefits, employees may convert accrued sick leave as follows:

15.6.1 Annual Sick Leave Sell-Back. An employee with a balance of 168 sick leave hours on December 1 who has accrued more than sixty-four (64) hours of sick leave from December 1 through November 30 of the following calendar year shall be eligible to receive a cash payment for a maximum of forty (40) hours of regular straight time pay for all such hours in excess of sixty-four (64) accrued within that period. An employee with a balance of 1000 sick leave hours as of November 30th of each year shall be eligible to receive cash payment for all hours accrued in excess of the 1000 sick leave hours during the period from December 1 through November 30 of the following calendar year. A written request for cash payment shall be submitted to the Human Resources Department by November 15th of each year. Payment for the excess hours shall be made the first payday in December by separate check. All such converted hours shall be deducted from the employee's sick leave balance.

15.6.2 Sick Leave Incentive Awards. A Blue Collar employee shall be eligible to participate in the benefit provided in this section, unless otherwise restricted herein.

15.6.2.1 A Blue Collar employee who utilizes no sick leave during the first or second consecutive six (6) month period in a calendar year shall be awarded an additional (4) hours of annual leave.

15.6.2.2 A Blue Collar employee who utilizes no sick leave during the first six (6) month period and the second six (6) month period shall be awarded an additional (8) hours of annual leave.

15.6.2.3 Departments shall review sick leave usage twice a year for the periods January 1 through June 30 and July 1 through December 31.

15.6.2.4 A Blue Collar employee who has received disciplinary action in the previous calendar year greater than a written reprimand shall not be eligible for the benefits provided in this Section.

15.6.3 Conversion for Use as Annual Leave. Convert any amount of sick leave in excess of two hundred and fifty (250) hours to annual leave at the rate of three (3) sick leave hours for each one (1) annual leave hour when such hours are to be used within a designated payroll period. Convert

any amount of sick leave in excess of four hundred and fifty (450) hours at the rate of two (2) sick leave hours for each one (1) annual leave hour when such hours are to be used within a designated payroll period. Convert any amount of sick leave in excess of eight hundred (800) hours to annual leave at the rate of three (3) sick leave hours for each two (2) annual leave hours when such hours are to be used within a designated payroll period. Conversion of sick leave to annual leave pursuant to this provision requires the prior written approval of the employee's immediate supervisor.

15.6.4 Conversion at Time of Retirement. An employee who is eligible for retirement under the Public Employees Retirement Act may convert up to a maximum of 1500 hours of all accrued and unused sick leave to annual leave at the rate of one (1) hour of sick leave for one (1) hour of annual leave. An employee who is eligible for retirement, may convert all remaining accrued and unused sick leave hours at a rate of three (3) sick leave hours for two (2) annual leave hours.

15.6.5 Conversion as a Result of Death. In the event an employee dies as a result of accident or injury suffered while at work, and is otherwise in good standing and acting within the scope of his duties at the time of his death, the employee's sick leave balance shall be converted to annual leave at the rate of one (1) hour of sick leave to one (1) hour of annual leave, and paid to the estate of the deceased employee.

15.7 Contribution of Leave to Fellow Bargaining Unit Employee.

15.7.1 An employee may contribute up to five (5) days of their sick leave balance to another employee within the Blue Collar Bargaining Unit when the following criteria are met:

15.7.1.1 The employee is in need of sick leave time due to critical circumstances;

15.7.1.2 The contributing employee has an accumulated sick leave balance in excess of 80 hours; and,

15.7.1.3 The sick leaves hours contributed are transferred from one employee to another in hourly increments.

15.7.2 Hours transferred shall be converted to the other employee's account based on value of hours contributed, but recorded as converted hours based on value of hours used.

15.7.3 An employee using contributed hours shall be assured a County position for which he qualifies as a position becomes available, but shall give up the right to his current position once he has started using contributed

hours. For purposes of sick and annual leave accrual, an employee on contributed hours shall be considered on leave without pay and shall not accrue sick and annual leave. An employee receiving worker's compensation shall not be eligible to receive or use contributed leave.

15.7.4 Probationary employees may receive up to a maximum of forty (40) hours contributed sick leave.

ARTICLE 16

WORK WEEK, WORK PERIOD, OVERTIME/NO PYRAMIDING

The County and the Union agree to the working conditions for those employees in the Bargaining Unit, as stipulated below:

16.1 Work Week: The work week begins at 12:00 a.m. Saturday and ends at 11:59 p.m. Friday.

16.2 Work Schedules: Employees shall work forty (40) hours per week, eight (8) hours per day, five (5) consecutive days per week, or forty (40) hours per week, ten (10) hours per day, four (4) consecutive days per week.

16.3 Work Shifts: The County shall designate in writing times per day, swing and graveyard shifts in accordance with Department needs. Shift starting times may vary as follows: Day shift from 5:00 a.m. to 8:00 a.m., swing shift from 12:00 p.m. to 5:00 p.m. and graveyard from 9:00 p.m. to 12:00 p.m.

16.4 Rest Periods: Supervisors shall approve 15 minute rest periods. They may only be taken with Supervisory approval during the middle three hours of the first and second half of each shift. Employees shall strictly adhere to the fifteen (15) minute time allotment. Rest periods shall not be accumulated.

16.5 Lunch Periods: All employees, except swing shift employees, shall receive a lunch period of thirty (30) minutes on a non-pay status. Lunch periods shall not be accumulated.

16.6 Wash Up Time: All employees shall be permitted fifteen (15) minutes before the completion of their shift to clean-up their work area and themselves if necessary or any other tasks so directed by the County. These periods shall not be postponed or accumulated.

16.7 Overtime: Overtime is defined as that time worked in excess of forty (40) hours in the work week. A meal period of thirty (30) minutes shall be offered to employees required to work more than two (2) hours beyond their shift on a paid status.

16.7.1 Overtime: The County shall distribute overtime equitably and impartially on a rotating basis among personnel in each work area who ordinarily perform the same work in the normal course of the work week. The County shall keep records of overtime. The County shall prepare, maintain, and post an up-to-date overtime list each quarter by classification, work area, and seniority within the Department. The County shall offer overtime to those employees, as per the posted overtime list.

16.7.2 In those instances where there are less than three employees who ordinarily perform the same work in the normal course of the work week the County shall not be required to follow the requirements of Article 16.7.1. Rather the County shall assign overtime opportunities on a rotating basis among the employees who ordinarily perform the same work in the normal course of the work week.

16.7.3 The County shall not offer overtime to those employees who are on authorized leave of absence. If no one is available for voluntary overtime work, the County shall assign overtime in reverse order of seniority and the employee shall be required to work the assignment. The County shall not discriminate against or discipline an employee for declining the voluntary overtime assignments.

16.7.3 Public Works Division: Overtime for the Public Works Department shall be in accordance with the provisions set forth in the Public Works Appendix.

16.7.4 Emergency Overtime: In cases of declared emergency by the County Manager or his designee, in writing, employees shall work when so requested. In special cases, an emergency may be declared by a Department Director and require overtime work from employees when so requested. Emergency overtime shall be offered in the manner identified herein.

16.8 Shift Preference: When work schedules are to be changed as a result of vacancies, reorganization and/or change in assignment, consideration must be given to shift preference by seniority. *Seniority* for this purpose shall mean continuous, non-probationary service within the Department. Bidding for shift preference can only be done within one's current classification. The County shall assign the work force to the shift which it determines to be most appropriate, considering the employee's skills and abilities.

16.9 Call Back. Call Back is when an employee is on scheduled time off and is requested to return to work on relatively short notice. (Example of Call Back: Employee is at home on scheduled time off and is contacted and advised to return to work.) The County shall call back employees from the voluntary overtime list, as necessary. Any employee, who is eligible for overtime pay, after departing from his regularly scheduled shift, and is officially ordered to, and does report back to work for emergency service, shall be compensated for all such hours worked after reporting back consistent with Article 20.4.

16.9.1 Call back time shall commence when the employee is contacted if the employee is expected to report to duty within one hour, and does report to duty within the expected one hour. This is intended to cover travel time for the employee.

16.9.2 Call back time shall commence when the employee actually reports to duty if the employee is not expected to report to work within one hour, or does not report within the expected one hour.

16.10 Stand-By Time. Stand-by time is the time an employee is required to be available for duty during non-working hours. Stand-by time shall not be considered time worked in the computation of overtime. The County shall assign, in writing, stand-by time to employees on the basis of the need for stand-by time as determined by the County. Stand-by time shall be assigned by seniority on a rotating basis and as otherwise provided for in each appendix. Employees shall be assigned stand-by on a daily or weekly basis in accordance with the provisions of the applicable appendix for the Department.

16.10.1 The three (3) hours of straight time at the employees hourly base rate shall include receiving and responding to phone calls not requiring a physical response to an incident. Calls cancelled within 30 minutes are included in standby pay.

16.11 Consecutive Shifts. No employee shall be required to work two complete consecutive shifts without an eight hour period off work between such shifts, except in times of a declared emergency.

16.12 Split Shifts: No employee shall be required to work a split shift.

16.13 Changes in Shift, Work Hours and/or Work Areas: Any permanent change in work hours and/or work areas shall require ten (10) working days advance written notice to the employee. A *permanent change* is defined as an assignment of 31 days or more. In instances of temporary assignments, the County shall advise the affected employee of the anticipated duration of the temporary assignment. If the County elects to make a temporary change with respect to an employee's shift the employee shall provide a minimum of 48 hours advance notice in order to permit the employee an opportunity to address child care, health care or other familial responsibilities.

ARTICLE 17

BENEFITS COVERAGE

17.1 Health. For each employee who elects to participate, the County shall pay eighty percent (80%) of the monthly premium for any health insurance plan offered to employees by the County. The employee shall pay the balance of the monthly premium.

17.2 Dental. For each employee who elects to participate, the County shall pay sixty percent (60%) of the monthly premium for any dental insurance plan offered to employees by the County. The employee shall pay the balance of the monthly premium.

17.3 Tool Allowance. A tool allowance shall be paid on an annual basis on the first full pay period of each July as follows:

17.3.1 Employees holding the job title of Mechanic I, II, III, IV, V and Parks Maintenance Mechanic shall receive a tool allowance of $300.00.

17.3.2. Employees holding the job title of HVAC Lead & HVAC Specialist, Construction Mason, Electrician, Plumber and Building Maintenance Technician I, II, III, IV and V shall receive a tool allowance of $250.00.

17.3.3 Employees holding the job title of Low Voltage Technician, MDC Facilities Technician, MDC Security Electronic Technician and Food Services Equipment Technician shall receive a tool allowance of $200.00.

17.3.4 Employees holding the title of Animal Control Officer series shall receive a tool allowance of $150.00.

17.4 Educational Assistance. Attendance at lectures, meetings, training programs, school or other courses shall be counted as time worked when any one of the following three criteria are met and there is Department Director approval.

a. Attendance is during the employee's regular working hours;
b. Attendance is not voluntary;
c. The course, lecture, or meeting is directly related to the employee's job; or

17.4.1 In the event that the lecture, meeting, training program or school is located outside of Bernalillo County the time spent traveling shall not be counted as hours worked for purposes of calculating entitlement to overtime compensation.

17.5 Employee Assistance Program. The County provides an Employee Assistance Program for employees.

17.6 Uniform and Safety Shoes. All employees are required to maintain current uniform and boot standards as specified in the Agreement. Employees shall be required to maintain their uniform in a neat, clean, and repaired condition.

Employees shall be reimbursed at actual cost for replacement of a uniform that has been damaged in the line of duty as verified by an incident report, beyond normal repair. Employees must provide a receipt for replacement of damaged uniform to the Department Director for reimbursement approval.

The uniform, which shall be worn on the job by all employees, shall be the following: shirt, pants, or coveralls and a pair of safety shoes. The color of the uniform, with the exception of Animal Care Protection employees, shall be dark blue or light blue. The color of the uniform for Animal Care shall be dark brown and light brown. Jeans shall not be considered acceptable for uniform pants if faded or torn. The uniform shirt shall be long or short sleeve, collared, with the County seal and employee name on the front of the shirt, and as specified in the voucher. Employees shall be required to maintain their uniforms in a neat, clean, and repaired condition, and shall wear the uniform during all work hours.

Clothing Voucher

The County shall establish a voucher system whereby each eligible employee shall receive a voucher each fiscal year, being available the first full pay period each July, that is valued up to $300 ($150 in a voucher and $150 on payroll check) for uniforms. The voucher shall be valid at least with one vendor.

Animal Care & Regulation Officers will receive $300 in a voucher and $150 on a payroll check.

Employees of the Parks and Recreation Department shall be issued gloves as needed, not to exceed four (4) pair per year.

An employee failing to report for duty in the required uniform shall be released from duty without pay until he returns with the required uniform.

17.6.1 Safety Boot Vouchers: For those employees who are required to wear safety shoes or boots as a condition of employment, the County shall establish a voucher system whereby each eligible employee shall receive a voucher each fiscal year, being available starting the first full pay period each July, that is valued up to $200.00 and the vouchers shall be valid with at least two vendors.

17.6.2 Employees who have completed the probationary period shall receive the boot voucher and uniform voucher.

17.7 P.E.R.A. The Bernalillo County Commission shall continue paying 75% of the employees' contribution to Public Employees Retirement Act, pursuant to Section 10-11-5, New Mexico state statutes, as it applies to specific employees identified as the Blue Collar, Local 1461 AFSCME, Bargaining Unit.

ARTICLE 18

PERSONAL PROPERTY REPLACEMENT

18.1 The County shall reimburse the employee who has not been negligent for damage to glasses (frames and lenses), dentures and watches, based upon current/replacement value, when such items are lost or damaged as a result of duty requirements, not to exceed $275.00. The following steps must be implemented:

18.1.1 Submit the claim on an Incident Report to the employee's immediate supervisor on the date of occurrence, if possible but no later than the employee's next active duty shift.

18.1.2 Submit the claim with the damaged equipment or personal property and receipt.

18.2 The request for reimbursement shall be reviewed by the County Finance Department.

18.3 This process shall be accomplished within twenty (20) days of occurrence.

ARTICLE 19

WORKERS' COMPENSATION/INJURY TIME

19.1 An employee injured on the job or suffering from occupational diseases, as defined in the New Mexico Workers Compensation Statute, shall receive Worker's Compensation benefits as prescribed by law.

19.2 Upon employment, employees shall complete a pre-existing condition form for submittal to the State of New Mexico Subsequent Injury Fund Administrator.

19.3 All job-related injuries requiring medical attention shall be reported to the employee's immediate supervisor as soon as possible, but in any event, no later than fifteen (15) days following the accident. The County's Risk Management Department shall receive a "First Report of Accident Form" within forty-eight (48) hours of the accident, but in no event later than fifteen (15) days after the accident.

19.4 An employee who incurs a job-related injury/illness shall visit the County contracted physician. The County contracted physician, and/or his professional team may treat the employee or refer the employee to a non-contract physician depending upon the nature of the medical problem.

19.5 When an obvious medical emergency situation exists, the employee shall be taken, or go to the nearest emergency room or urgent care center. Treatment subsequent to emergency treatment shall be coordinated by the County contract physician.

19.6 An employee who works a minimum of forty (40) hours per week is eligible for a maximum of eight hundred (800) working hours, twenty (20) weeks, of injury time compensation.

19.6.1 During the eight hundred (800) hour period of injury time, the County shall pay the employee's share of all those employee benefits sponsored by the County.

19.6.2 In the event that two-thirds (2/3) of the employee's gross salary exceeds the maximum paid by Worker's Compensation, the County shall pay the employee the difference between the amount paid by Worker's Compensation and the two-thirds (2/3) of the employee's gross salary during the eight hundred (800) hours of injury time. However, the County shall not be responsible for paying the difference if the Worker's

Compensation benefit is reduced as the result of a garnishment, tax levy or other Court Order.

19.6.3 An employee injured on the job may use accrued annual or sick leave for each regularly scheduled work day after the injury occurs for all such days not paid by Worker's Compensation. Employee shall not be entitled to any Worker's Compensation benefit for all days where annual leave or sick leave was received by the employee in lieu of Worker's Compensation. Annual leave or sick leave used by the employee in lieu of Worker's Compensation shall be re-credited to the employee upon receipt of the reimbursement by Worker's Compensation after the expiration of the statutory waiting period.

19.6.4 An employee shall accrue annual leave and sick leave while on injury time.

19.7 In the event of a lump sum settlement with Worker's Compensation, the settlement shall be adjusted for the injury time payments previously received, provided that in no case shall the deduction exceed the amount of the lump sum settlement.

19.8 An employee shall return to his former position or be reassigned to a comparable position if the employee obtains a physician's certification indicating that the employee is able to return to work and perform the essential functions of his position and the employee returns to work within six (6) months of the date of injury.

19.9 An employee returning from Worker's Compensation disability may return to light duty if an appropriate position is available or if the County can reasonably accommodate the employee by modifying the job requirements and the employee's physician certifies that the employee is capable of returning to a modified work schedule.

19.10 An employee on light duty shall not be placed in a position which could jeopardize or aggravate their physical condition. The intent of this provision is to permit the return to work as soon as it is medically possible.

19.11 An employee who is required to undergo therapy as the result of workplace injury, shall be permitted to attend up to three (3) therapy sessions in a paid status; provided the employee may not attend such therapy during non-working hours.

ARTICLE 20

WAGES

20.1 Base Compensation. Effective the first full pay period in July 2012, employees shall receive an increase of 2% to their base hourly rate.

20.2 Shift Differential. An employee who is assigned to work on the swing or graveyard shift shall receive a shift differential pay of one dollar (1.00) per hour.

20.3 Personal Vehicle Mileage Reimbursement. An employee who is authorized, in writing, to use his personal vehicle to perform required duties for the County shall be reimbursed at a rate set by State law for actual odometer mileage, provided the employee maintains a mileage log.

20.4 Call Back. An employee called back to work after having left work shall be paid for hours worked at one and one-half (1-1/2) his base hourly rate, with a three (3) hour minimum.

20.5 Standby. An employee assigned standby duty shall be paid three (3) hours at their base hourly rate for every twenty-four (24) hour period that they are on standby status. The employee shall be required to remain fit for duty during all periods that they are on standby status.

20.5.1 The three (3) hours of straight time at the employees hourly base rate shall include receiving and responding to phone calls not requiring a physical response to an incident. Calls cancelled within 30 minutes are included in standby pay.

20.6 Temporary Upgrade. An employee who is specifically assigned, in writing, the duties and responsibilities of a position in a high pay grade, when the employee normally filling that position is absent, and performs the assigned duties and responsibilities in addition to the employee's regular duties for three (3) consecutive work days or more, the employee shall receive a temporary increase of five percent (5%) of the employee's current hourly rate or the entry level rate, whichever is greater. The temporary pay increase shall be calculated on the period of time actually worked in the higher pay grade and if the employee is performing the duties and responsibilities of the position and exercising the full authority of the position.

20.7 Job Career Ladders. To effectively and efficiently provide those services which are necessary to promote the health, safety and welfare of the public, the Parties recognize the relationship between the quality of the services provided and the qualifications of the individuals the County employs to provide such services. The Parties agree to review such qualifications and to discuss the development and implementation of career ladders. Any job career ladder must have the County Manager's approval prior to implementation.

20.8 Probation Completion. Employees who have completed the probationary period shall receive the negotiated wage increase effective the first full pay period following completion of the probationary period.

20.9 Longevity Pay. Employees shall receive compensation for length of service based on the following schedule to become effective the first full pay period in July 2012.

120 Months – 179 Months	$100.00 per pay period
180 Months – 239 Months	$150.00 per pay period
Over 240 Months	$200.00 per pay period

ARTICLE 21

DRUG AND ALCOHOL TESTING

21.1 Drug and Alcohol Policy

The goal of Bernalillo County's Drug and Alcohol Policy is to make a good faith effort to maintain a drug-free workplace and to comply with the "Drug-Free Workplace Act of 1988." Bernalillo County recognizes that misuse of alcohol and other drugs is a pervasive problem in our society. The most effective way to approach this problem is through education and concerned intervention. This policy is intended to promote treatment and rehabilitation as well as a safe and secure work environment. Drug testing shall be conducted of all applicants selected for employment. Drug testing of employees shall be conducted by the County except in compliance with legal requirements or with consent. The County may test for just cause based upon criteria set forth in 21.3 in the case of reasonable individualized suspicion. The County encourages employees to seek treatment and to utilize the Employee Assistance Program (EAP).

The use of controlled substances, prescribed and non-prescribed drugs or alcohol by an employee is of concern to Bernalillo County when it interferes with job performances, conduct, attendance, safety or when it violates the law. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance by employees while on county premises or while on county business is prohibited. Conducting County business, which includes driving vehicles or operating County equipment, while under the influence of alcohol or other drugs is also prohibited. Engaging in any of these prohibited activities may result in disciplinary action up to, and including, dismissal from employment.

21.2 The Department of Transportation (DOT) through the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA) has mandated anti-drug and alcohol misuse prevention programs pursuant to 49 CFR Part 382, Controlled Substances and Alcohol Use and Testing Regulations.

21.3 Testing shall be done in compliance with the County of Bernalillo Substance Abuse and Alcohol Misuse Policy.

ARTICLE 22

LABOR-MANAGEMENT RELATIONS COMMITTEE

22.1 The Labor-Management Relations Committee shall be composed of three (3) County representatives and three (3) Union representatives. The Parties shall disclose their respective members of the Labor-Management Relations Committee within ten (10) work days of ratification and approval of this Agreement.

22.2 A party wishing to convene the Labor-Management Relations Committee shall provide written notice to all members of the Committee. The written notice shall identify the specific Article or provision of the Agreement to be addressed. Committee members shall meet and confer within fourteen (14) calendar days of receipt of the written notice.

22.3 No grievance over an issue of contract interpretation shall proceed to arbitration until after first presenting the matter to the Labor-Management Relations Committee.

22.4 The Committee shall meet to discuss matters of mutual concern, to improve labor-management rapport, to discuss problems, and make recommendations for improving health, safety, working conditions, and job security for employees as indicated under the scope of this Agreement.

ARTICLE 23

MEMBERSHIP AND CHECK-OFF OF UNION DUES

23.1 During the term of this Agreement, an employee who is, or who may become, a member of the Union may execute a Dues Check-Off Authorization form, authorizing that a portion of his wages representing monthly dues or fees be withheld and forwarded to the Union. The Dues Check-Off Authorization shall not include payment of initiation fees, assessments or fines levied by the Union.

23.2 Upon receiving a properly executed Dues Check-Off Authorization form from an employee, the County shall, as soon as practicable, effect such payroll deductions.

23.2.1 The deduction of such dues shall commence with the first paycheck after receipt of the Dues Check-off Authorization form, and shall, within seven (7) days of receipt thereof, be paid over to the Union.

23.2.2 Such deductions shall be strictly limited to the amount, as from time to time, may be certified in writing by the President of the Union as constituting the monthly dues or fees uniformly required as a condition of acquiring and retaining membership.

23.2.3 An employee who wishes to revoke his Dues Check-off Authorization form shall deliver to the Human Resources Department and to the Union, a written and signed statement revoking the Dues Check-Off Authorization.

23.2.4 No deductions shall be made during any pay period in which an employee has insufficient wages to cover the authorized dues deduction.

23.3 The Union shall indemnify and hold harmless the County and its Departments, as may be appropriate, from any and all liability which may arise, or be claimed to arise, out of or in connection with said dues deductions.

23.4 The County shall upon written authorization from the employee on an "AFSCME PEOPLE" authorization form, withhold and forward to AFSCME any donation designated by the employee. Such a donation may be voluntarily withdrawn in accordance with Bernalillo County Resolution Number 28-85.

ARTICLE 24

FILLING VACANT BARGAINING UNIT POSITIONS

24.1 Unless otherwise specified in this Agreement, the procedure for filling a vacant position with the County shall be as follows:

24.1.1 The County shall determine if a vacant position is to be filled.

24.1.2 Vacant positions within the bargaining unit shall be posted on appropriate bulletin boards throughout the County for a period of five (5) consecutive working days.

24.1.3 The posting shall contain at least the following: job title, qualifications, days off, shift, hours, work location, rate of pay and closure date.

24.1.4 A copy of said posting shall be provided to the President of AFSCME Local 1461 via inter-office mail.

24.1.5 Employees who believe they meet the minimum qualifications for a posted position vacancy shall notify their Department head that they wish to apply for it, and shall be allowed a reasonable time to contact the Human Resources Department prior to the expiration date of the circular. It is the employee's responsibility to supply all necessary information regarding their application to the Human Resources Department prior to the expiration date to avoid disqualification as an applicant for the posted position.

ARTICLE 25

PROMOTIONS AND TRANSFERS

25.1 Promotions. When a job vacancy within the bargaining unit occurs, employees who meet the minimum qualifications shall receive an interview. In the event that the bargaining unit employee is equally qualified for the position the bargaining unit employee shall be given a preference for the posted vacancy. Selection for promotion shall be made on the basis of the most qualified bargaining unit employee, if any bargaining unit employee applies and meets minimum qualifications. Employees promoted within County Service shall receive from the effective date of the promotion a five percent (5%) increase in base pay or the starting wage for the position, whichever is greater.

25.2 Transfers. The transfer of an employee from one position to another, providing such transfer is lateral into a vacancy, may be made when it is approved by the County Manager or designee provided:

25.2.1 The employee meets the qualification requirements as certified by the Human Resources Department.

25.2.2 Further training and development of an employee in another position would be beneficial to future staffing potential of the department involved.

25.2.3 Transfers may also be made at the request of the employee providing the above criteria are met.

25.2.4 A voluntary demotion of an employee from his position to a vacant lower position for which he is qualified, with a proportionate reduction in pay may be made only when the employee volunteers for such demotion.

25.3 Trial Periods After Promotions or Transfers. Employees who transfer positions or are promoted within County Service shall serve a six (6) month qualifying period in their new position. The employee shall receive a written evaluation each thirty (30) calendar days. Any employee who does not receive a written evaluation within each thirty (30) calendar days during this period shall be considered a satisfactory employee. If an employee fails to perform satisfactorily in their new position during their qualifying period, the employee shall be put in the first open position in his previous job classification. The provisions of the layoff procedure shall apply.

ARTICLE 26

PARTIAL INVALIDITY, SEPARABILITY AND WAIVER

26.1 This Agreement shall be effective upon ratification of the members of the collective bargaining unit and upon approval of the Board of County Commissioners and shall terminate at 12:00 midnight on June 30, _____.

26.2 Should applicable law or circumstances render invalid, unenforceable or no longer appropriate any provision of this Agreement, the Parties shall meet and attempt to negotiate a replacement for the affected provision, as well as any other provision whose interpretation or implementation is dependent or contingent thereon. Such replacement provisions shall become effective immediately upon ratification according to the respective procedures and regulations of the Parties and shall remain in effect for the duration of the Agreement.

26.3 In the event that any of the provisions of this Agreement shall become invalid or unenforceable, such invalidity or be shall not affect the remaining provisions thereof.

26.4 This Agreement specifically describes the entire Agreement between the Parties. Any State and/or Federal statutes, County Ordinance, federal regulation or executive order shall take precedence over this Agreement. This Agreement shall take precedence over any conflicting County or Departmental Policy.

26.5 This Agreement is the only Agreement between the Parties and supersedes any and all previous agreements and understandings.

26.6 The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from collective bargaining, and the agreements arrived at by the Parties after the exercise of that right and opportunity and are set forth in Agreement. Therefore, the County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that they shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the Parties at the time they negotiated or signed this Agreement. Provided however, this provision shall not constitute a waiver of the right to grieve the effect upon the bargaining unit of matters otherwise excluded hereby.

APPENDIX A

PUBLIC WORKS DIVISION

PWD.1 Work Schedules. An employee's normal work week shall be forty (40) hours per week, eight (8) hours per day, five (5) consecutive days per week, or forty (40) hours per week, ten (10) hours per day, four consecutive days per week.

PWD.2 Work Shifts. Employees shall be assigned to one of three (3) shifts and may be required to work a split shift. The shifts shall be identified as day, swing and graveyard. Shift starting times may vary as follows: day shift from 5:00 AM to 8:00 AM; swing shift from 12:00 PM to 5:00 PM and graveyard from 9:00 PM to 12:00 AM.

PWD.3 Meal Periods. Work schedules spanning eight and one-half (8-1/2) hours shall include a thirty (30) minute unpaid meal period.

PWD.4 Rest Periods. All employees shall receive two (2) fifteen (15) minute rest periods during each shift. Management shall schedule such rest periods and they shall not be accumulated from day to day. Employees who are required to work at least two (2) hours overtime shall be provided with an additional break period prior to commencing their required overtime.

PWD.5 Wash Up Time. All employees shall be permitted fifteen (15) minutes before the completion of their shift to clean-up their work area and themselves, if necessary. This time shall not be postponed or accumulated.

PWD.6 Rest Areas. The County shall assess and make an effort to provide a sheltered area with reasonable restroom facilities for employees who work in outlying work stations of the County, based on available resources.

PWD.7 Snow Removal. Employees who are not normally assigned to the East Mountain Area shall report to work at the 2400 Broadway SE Maintenance Facility where transportation to the East Mountain Area shall be provided by the County.

PWD.8 Emergency Overtime. Emergency overtime shall be paid at time and one-half the base rate regardless of whether the employee has worked 40 hours in that work week.

PWD.9 Scheduled and emergency overtime shall be offered first by Job Title Seniority in the Area where the overtime shall be worked. The overtime shall next be offered in accordance with the Department's Overtime List arranged by Job Title Seniority.

PWD.10 Overtime when required for a Special Project shall be offered first by Job Title Seniority within the Special Projects Crew regardless of geographical area where the work shall be performed. Special Project overtime shall next be offered in accordance with the Department's Overtime List arranged by Job Title Seniority.

PWD.11 A Truck Driver III (TDIII) in the normally assigned work area may be offered the opportunity to temporarily work in the capacity of a Heavy Equipment Operator (HEO). The offer may be made when the HEO position is vacant for a period of one day or longer due to the absence of the HEO, or the position has been permanently vacated and is awaiting rehire.

The TDIII opportunity to temporarily work as HEO shall be determined by the work area supervisor subject to department director approval.

TDIII's whose past performance has been determined satisfactory by the work area supervisor shall qualify for the temporary assignment as HEO. The work area supervisor shall evaluate the TDIII's performance while temporarily working as HEO and determine whether the TDIII displays an aptitude for efficient and productive operation of the road maintenance equipment. Should the TDIII not display an aptitude for heavy equipment operation as determined by the work area supervisor, the TDIII shall not be offered the opportunity to temporarily work as HEO again. Should work area supervisor determine the TDIII has an aptitude for heavy equipment operation, the TDIII may be offered the opportunity to work in the HEO capacity again and shall receive a 5% increase in base compensation as per Article 20, Paragraph 20.6 of this Agreement.

All hours of operation in the HEO capacity by a TDIII shall be documented on official department forms signed and dated by the work area supervisor. A copy of the documentation shall be submitted to the HR Department for insertion into the employee's personnel file. The HR Department shall maintain the training documentation and make the documented times available upon an official Union request.

Upon completion of 250 hours of documented HEO operation by the TDIII, the TDIII when temporarily assigned to work as HEO shall be compensated at an additional $.50/hour to the TDIII's current hourly wage. Upon completion of 500 hours of documented HEO operation by the TDIII, The TDIII when temporarily assigned to works as HEO shall be compensated an additional $1/hour to the TDIII's current hourly wage. Upon completion of 750 hours of documented HEO operation by the TDIII, the TDIII when temporarily assigned to work as HEO shall be compensated at the HEO entry wage or 5% increase of the TDIII's current wage rate whichever is greater.

Should the work area be assigned more than one TDIII, who qualifies for the opportunity and has been determined to have an aptitude for heavy equipment operation as determined by the work area supervisor, the assigned work area TDIII's shall be rotated upon completion of 40 hours of HEO operation for each TDIII to receive the opportunity to temporarily work as HEO.

This paragraph shall be void upon the establishment and implementation of an official career ladder for Heavy Equipment Operators.

APPENDIX B

YOUTH SERVICES CENTER

YSC.1 Work Schedules An employee's normal work week shall be forty (40) hours per week, eight (8) hours per day, five (5) consecutive days per week; or ten (10) hours per day, four (4) consecutive days per week.

YSC.2 Work Shifts. Employees shall be assigned to one of three (3) shifts and may be required to work a split shift. The shifts shall be identified as day, swing and graveyard. Shift starting times may vary as follows: day shift from 5:00 AM to 8:00 AM; swing shift from 12:00 PM to 5:00 PM and graveyard from 9:00 PM to 12:00 AM.

YSC.3 Meal Periods. Work schedules spanning eight and one-half (8-1/2) hours shall include a thirty (30) minute unpaid meal period.

YSC.4 Rest Periods All employees shall receive two (2) fifteen (15) minute rest periods during each shift. Management shall schedule such rest periods and they shall not be accumulated from day to day. Employees who are required to work at least two (2) hours overtime shall be provided with an additional break period prior to commencing their required overtime.

YSC.5 Shift Bidding On a semi-annual basis employees shall be permitted to bid for shift and days off. Bidding shall be based upon Departmental Seniority as defined in Article 8.2 of this Agreement.

YSC.5.1 All bidding shall take place between December 1 and 15 and June 1 and June 15. New shift assignments shall be effective the first pay period following January 1 and July 1.

YSC.5.2 Once all bids are complete, and all employees have been assigned their days off, departmental seniority shall not serve to allow an employee who transfers from another shift at his own request, to displace another employee from his selection of assigned shift and days off. An employee who is transferred at the initiative of the Department may use his departmental seniority to displace a less senior employee's selection of shift and days off.

YSC.5.3 In the event that a position becomes available on any shift, after the annual shift bidding process has been completed, the vacant position shall be offered to other employees in accordance with seniority.

YSC.6 Shift Trades The voluntary trading of shifts may be permitted when approved by the supervisor on a day-to-day basis. Trading of shifts for emergency purposes shall be permitted provided the employees involved made prior arrangements with their supervisors. Employees who request to trade shifts for the duration of the six (6) month period between shifts, may do so only with the written approval of the Department Director.

APPENDIX C

PARKS & RECREATION DEPARTMENT

P&R.1 Work Schedules An employee's normal work week shall be forty (40) hours per week, eight (8) hours per day, five (5) consecutive days per week. Starting times may vary between 5:00 AM and 8:00 AM.

P&R.2 Meal Periods Work schedules spanning eight and one-half (8-1/2) hours shall include a thirty (30) minute unpaid meal period.

P&R.3 Rest Periods All employees shall receive two (2) fifteen (15) minute rest periods during each shift. Management shall schedule such rest periods and they shall not be accumulated from day to day. Employees who are required to work at least two (2) hours overtime shall be provided with an additional break period prior to commencing their required overtime.

P&R.4 Wash Up Time All employees shall be permitted fifteen (15) minutes before the completion of their shift to clean-up their work area and themselves, if necessary. This time shall not be postponed or accumulated.

P&R.5 Summer Hours. During the period from May 1 through October 1 of each year, upon the majority vote of all grounds-keeping crews working under the same supervisor, and subject to the approval of the Department Director, grounds-keeping crews shall be allowed to start the work day at 6:00 AM. Each grounds-keeping crew shall hold a vote during the second week in April and shall report the vote to Department Director. Only one vote shall be conducted and the final outcome, subject to approval by the Department Director, shall be final for that year.

APPENDIX D

FACILITY MAINTENANCE
AND
FLEET MAINTENANCE

FM.1 Work Schedules An employee's normal work week shall be forty (40) hours per week, eight (8) hours per day, five (5) consecutive days per week.

FM.2 Meal Periods Work schedules spanning eight and one-half (8-1/2) hours shall include a thirty (30) minute unpaid meal period.

FM.3 Rest Periods All employees shall receive two (2) fifteen (15) minute rest periods during each shift. Management shall schedule such rest periods and they shall not be accumulated from day to day. Employees who are required to work at least two (2) hours overtime shall be provided with an additional break period prior to commencing their required overtime.

FM.4 Wash Up Time All employees shall be permitted fifteen (15) minutes before the completion of their shift to clean-up their work area and themselves, if necessary. This time shall not be postponed or accumulated.

APPENDIX E
ANIMAL CARE AND REGULATION

AC&R.1 Work Schedules An employee's normal work week shall be forty (40) hours per week, eight (8) hours per day, five (5) consecutive days per week; or ten (10) hours per day, four (4) consecutive days per week.

AC&R.2 Meal Periods Work schedules spanning eight and one-half (8-1/2) hours shall include a thirty (30) minute unpaid meal period. Employees working a four consecutive day, ten hour day, schedule shall receive a thirty (30) minute unpaid meal period.

AC&R.3 Rest Periods All employees shall receive two (2) fifteen (15) minute rest periods during each shift. Management shall schedule such rest periods and they shall not be accumulated from day to day. Employees who are required to work at least two (2) hours overtime shall be provided with an additional break period prior to commencing their required overtime.

AC&R.4 Work Schedule Bidding On a semi-annual basis employees shall be permitted to bid for work schedules. Bidding shall be based upon Departmental Seniority as defined in Article 8.2 of this Agreement.

AC&R.4.1 All bidding shall take place between December 1 and 15 and June 1 and June 15. New shift assignments shall be effective the first pay period following January 1 and July 1.

AC&R.4.2 Once all bids are complete, and all employees have been assigned their work schedules shall not serve to allow an employee who transfers from another work schedule at his own request, to displace another employee from his selection of work schedule. An employee who is transferred at the initiative of the Department may use his seniority to displace a less senior employee's selection of work schedule.

AC&R.4.3 In the event that a position becomes available on any work schedule, after the annual shift bidding process has been completed, the vacant position shall be offered to other employees in accordance with seniority.

AC&R.5 Shift Trades The voluntary trading of work schedules may be permitted when approved by the supervisor on a day-to-day basis. Trading of work schedules for emergency purposes shall be permitted provided the employees involved made prior arrangements with their supervisors. Employees who request to trade work schedules for the duration of the six (6) month period between shifts, may do so only with the written approval of the Department Director.

AC&R.6 Submissions and Documentation. Bernalillo County Animal Care Services does not respond to non-emergency calls after hours without supervisory approval. To be considered for callback pay, an Animal Care Services Officer must document the incident number from the Bernalillo County Sheriff's Department and or the name and contact information for the original complainant. Global Positional System (GPS) may be used to validate information submitted.

AC&R.7 Valid overtime events, particularly stand-by activity, are to be documented on the appropriate designated form and submitted to the Field Supervisor by the end of the next shift worked of the employee submitting the request for overtime. The document must be completed in its entirety with all information known to the officer.

AC&R.8 Failure to timely submit the overtime approval form may result in the overtime request being denied. Falsified or inaccurate information may result in the request for overtime being denied and the Animal Care Services Officer subject to disciplinary action up to and including termination.

APPENDIX F

METROPOLITAN DETENTION CENTER

MDC.1 **Seniority. Seniority shall be in accordance with Article 8 of this Agreement.**

MDC.2 **Stand-by Duty. All employees who are assigned, in writing, stand-by-duty shall be compensated as per Article 20, 20.5 of this Agreement.**

MDC.3 **Meal Periods. Work schedule spanning eight (8) hours shall include a thirty (30) minute unpaid meal period. Employees working a ten (10) hour work schedule shall receive a thirty (30) minute unpaid meal period.**

MDC.4 **Rest Periods. All employees shall receive two (2) fifteen (15) minute rest periods during each shift. Management shall schedule such rest periods and they shall not be accumulated from day to day. Employees who are required to work at least two (2) hours overtime shall be provided with an additional break period prior to commencing their required overtime.**

APPENDIX G

BERNALILLO COUNTY
AND AFSCME LOCAL 1461
GRIEVANCE FORM

Grievance Step:____

Name of Grievant:

Representative: _____

STATEMENT OF GRIEVANCE:

Date of Alleged Violation:

Provisions alleged to have been violated:

Event upon which grievance is based:

Remedy sought:

Signature of Grievant:

Title:

Receipt Acknowledged by Union/Management Representative:

Signature

Title

Date

Grievance Form
Page Two

Disposition of Grievance:

Deadline for appeal to next level is _____.

Receipt Acknowledged by Union/Management Representative:

Signature

Title

Date

APPENDIX H

Animal Control Officer Trainee (11)
Animal Control Officer I
Animal Control Officer II
Animal Control Officer III
Low Voltage Technician (2)
Custodian (47)
Custodian-Lead (4)
Building Maintenance Technician I (24)
Building Maintenance Technician II
Building Maintenance Technician III
Building Maintenance Technician IV
Building Maintenance Technician V
HVAC Specialist (4)
HVAC Technician Lead (1)
Electrician (4)
Plumber (2)
Cook Trainee (6)
Cook I
Cook II
Mechanic I (20)
Mechanic II
Mechanic III
Mechanic IV
Mechanic V
Inventory Control Technician (6)
MDC – Facility Technician (8)
MDC – Security Electronic Technician (3)
Community Services Project Lead (1)
Sports Field Maintenance Worker (1)
Parks Maintenance Worker I (35)
Parks Maintenance Worker II
Parks Maintenance Worker III
Parks Maintenance Worker IV
Parks Maintenance Worker V
Parks Maintenance Worker VI
Parks Maintenance Mechanic (1)
Food Services Equipment Technician (1)
Graffiti Removal Technician (4)
Transfer Station Operator (6)
Transfer Station Operator Sr.
Storm Drainage Maintainer (4)
Construction Mason (1)
Electronic Technician (1)
Traffic Technician I (4)
Traffic Technician II
Traffic Technician III
Traffic Technician – Sign Shop
Traffic Technician – Lead
Signal Technician (3)
Truck Driver I (17)
Truck Driver II
Truck Driver III
Heavy Equipment Operator (11)
Vector Control Health Technician Trainee (2)
Vector Health Technician
Vector Health Technician Sr.

AGREEMENT

Entered into this ____ of November, 2012, between the County of Bernalillo, hereinafter referred to as the "County" and the American Federation of State, county and Municipal Employees Council 18, Local 1461. AFL_CIO, as representatives of the employees in the Bernalillo County Blue Collar Bargaining Unit, hereinafter referred to as the "Union" and effective until the 30th day of June 2014.

In applying this Agreement, the use of the masculine gender herein, shall be construed to include the feminine gender. The use of the singular shall be construed to include the plural.

NOW THEREFORE IT IS AGREED:

SIDE BAR AGREEMENT
BETWEEN COUNTY OF BERNALILLO
AND AFSCME LOCAL 1461 BLUE COLLAR CONTRACT

The parties have engaged in collective bargaining for purposes of reaching agreement on a successor agreement to the AFSCME Local 1461 Blue Collar collective bargaining agreement. Despite the parties' best efforts and good faith bargaining, the parties have been unable to reach agreement on a complete collective bargaining agreement absent the inclusion of an additional personal holiday. The parties have discussed ways to reach tentative agreement in a manner that best meets the needs of the bargaining unit and the County. In that regard, the parties are entering into this Side Bar Agreement in order to bring closure to the negotiations.

The terms of the Side Bar Agreement are as follows:

1. The Union and the County Spokespeople will indicate their tentative agreement to a complete collective bargaining agreement upon execution of this Side Bar Agreement.

2. The Union's negotiating team will present the complete collective bargaining agreement for a ratification vote and the Union's negotiating team will recommend that the bargaining unit ratify the collective bargaining agreement at such vote.

3. The bargaining unit employees shall receive one (1) additional, eight (8) hour, personal holiday to be used between the approval of this Side Bar Agreement and June 30, 2014.

4. **Article 15.6.1 - Annual Leave Sell Back**. An employee with more than 288 hours shall be allowed to sell back up to 80 hours of annual leave from December 1st through November 30 of the following year. A written request for cash payment shall be submitted to the Human Resources Department by November 15th of each year. Payment for the excess hours shall be made the first payday in December by separate check. All such converted hours shall be deducted from the employee's annual leave balance.

5. All bargaining unit employees with the job title of Custodian or Custodian-Lead will be given an additional 5% increase in addition to the 2% cost of living increase.

6. If during the effective period of this collective bargaining agreement (July 1, 2012 to June 30, 2014), the New Mexico Legislature enacts changes to the Public Employees Retirement Act, which results in an increase in the amount of the employees' contribution to the retirement plan, the County and Union agree to meet to explore possible options for mitigating the financial impact to employees, to the extent that budget considerations permit.

In order to be effective, this Side Bar Agreement must be ratified by the bargaining unit.

Tom Zdunek, County Manager

11/9/12
Date

Roland Gomez, President

11-9-12
Date

IN WITNESS WHEREOF, the Parties have executed this instrument by their duly authorized officers or representatives on the day and date first above written.

AFSCME 1461, AFL-CIO

Roland Gomez, President

BOARD OF COUNTY COMMISSIONERS

Art De La Cruz, Chair

Maggie Hart Stebbins, Vice-Chair

Simon A. Kubiak, Member

Michael C. Wiener, Member

Wayne A. Johnson, Member

APPROVED AS TO FORM:

Bernalillo County Legal Department

Date: 11/8/12

ATTEST:

Maggie Toulouse Oliver, County Clerk

Dated: 11-13-2012

BERNALILLO COUNTY COUNTY CLERK SEAL STATE OF NEW MEXICO