

*AGREEMENT BETWEEN
DOÑA ANA COUNTY, NEW MEXICO
AND*

*INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF)
LOCAL 5037*

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Article 1 AUTHORITY

1. This agreement (hereinafter the “Agreement”) is entered into between Doña Ana County (hereinafter the “County” or “DAC”) and the County employees affiliated with the International Association of Firefighters Local 5037, AFL-CIO (hereinafter “Union”), in accordance with the provisions of DAC Code Chapter 73 (Labor Management Relations).
2. DACC Chapter 73 (Labor Management Relations) was enacted to guarantee County employees the right to organize and bargain collectively over the mandatory subjects of bargaining with their County, to protect the rights of the County and the employees, to promote harmonious and cooperative relations between the County and the employees, and to acknowledge the obligation of the County and the employees to provide orderly and uninterrupted services to the citizens.

Article 2 DEFINITIONS

The following definitions apply to this Agreement:

“Agreement” means the Articles of Agreement between Doña Ana County and the International Association of Fire Fighters, Local 5037.

“Anniversary Date for Pay Purposes” means for those Union Members, Firefighters, Lieutenants, and Captains, the date the employee was [hired](#).

“Association” means the International Association of Fire Fighters, Local 5037.

“Bargaining Agent” means the International Association of Fire Fighters, Local 5037, and its designated bargaining committee or unit.

“Bargaining Unit” means the same as bargaining agent.

“County” means Doña Ana County, New Mexico.

“Company” means career fire department personnel assigned to a single station.

“Company officer” means Lieutenants.

“Employer” means Doña Ana County.

“Employee” means Firefighter, Lieutenant, Fire prevention Captain, and EMS Training Captain.

“FLSA” means Fair Labor Standards Act.

“Line of Duty” means any activity performed while on duty, unless such activity is prohibited by written prohibition, direct order, or is a violation of law.

“Management” means County Manager, Assistant County Manager, Fire Chief or Assistant Fire Chief.

“PERA” means Public Employees Retirement Association of New Mexico.

“Rank” means Firefighters, Lieutenants, Fire Prevention/EMS Captains, meeting minimum qualifications set forth by Doña Ana County for Bargaining Unit positions.

“Single resource” means single career personnel.

“Union” means the International Association of Fire Fighters, Local 5037

“Union Member” means all personnel that are covered by this agreement.

Article 3 **RECOGNITION**

1. Pursuant to applicable law, the County recognizes the Union as the sole and exclusive representative in all matters establishing and pertaining to all terms and conditions of employment for all employees in the bargaining unit occupational groups, including part time and full time regular employees. Probationary employees will not be represented by the Union in disciplinary or work performance related actions. Probationary employees are at will employees during the probationary period of one year.
 - a. The Union shall provide the County with a written list of its stewards, Union officials, and other Union staff who are authorized to act on behalf of the Union within thirty (30) calendar days of the ratification and approval of this Agreement.
 - b. The Union shall provide written notice to the County of any change in Union stewards or officers within ten (10) work days of such change.
2. The notice required in paragraphs a and b of paragraph 1 shall be in writing to the Director, Human Resources Department, 845 N. Motel Blvd., Room 2-190, Las Cruces, New Mexico 88007.
3. Union Members shall not discriminate against non-union personnel.

Article 4 **ASSOCIATION BUSINESS**

1. Association Elective Board officers, Stewards and committee members shall be allowed time to administer the contract; attend meetings; represent members at disciplinary hearings, grievances, or on other job related matters; represent the Association at meetings or events; attend seminars or training programs; Union officials shall be allowed to conduct minor union business while on duty so long as it does not interfere with their normal job performance. The Union shall provide a list of Union Officials to the Fire Chief and Human Resources Department. If the list is changed for any reason, the Union shall provide an

updated list within 10 business days of the change. The Union Executive Board shall ensure that Union personnel comply with this Article.

2. The Association President, or designee(s), as part of the president's association duties, reserves the right to mitigate grievances at all formal and informal levels in order to reduce the number of complaints and, in all cases, reserves the right to speak and visit members of the bargaining unit, as well as to tour new and existing fire facilities and to review new and existing equipment and/or apparatus for the purpose of improving the quality of life of the Employees of the Doña Ana County Fire and Emergency services whom the Association President represents.
3. The Association shall be given the opportunity to educate new employees on the history, purpose, objectives, and the benefits of Local 5037.
4. The Fire Chief shall not unreasonably deny the use of removable Association decals, no larger 25 square inches, to be applied to all Fire Department vehicles and apparatus that Union members operate while on duty and use of similar representations on uniforms worn by members. The costs associated with the production and application of such items shall be incurred by the Association.
5. The aforementioned items shall be placed in a fashion so as not to detract from the professional image of the Fire Department.

Article 5 UNION RIGHTS

1. Right of Access

- a. Union staff representatives and employees who are officers of the Union and job stewards shall have reasonable access to work areas for the purpose of conducting Union business. Such representatives and officers, while visiting County facilities, shall not disturb or interfere with the work of employees or other County operations. Representatives shall notify the front desk or supervisor about their presence on County facilities and shall follow all required security and safety procedures.
- b. The Union has the right to represent the interests of employees in the bargaining unit and those other rights specifically delineated in this Agreement. Representation of probationary employees is limited as stated in Article 2, paragraph 1.
- c. Each member of the collective bargaining unit shall, upon ratification and thereafter at the end of the first full pay period of each fiscal year, contribute eight (8) hours of their accrued vacation hours to a Union Business Pool of Hours. The Union Business Pool of Hours may be used by Union stewards, Union officials and other Union staff identified in Article 2, Paragraph 2, to conduct any and all Union business that requires time away from Fire Services assigned work and regular duty.

- d. Leave for Union business must be requested and approved in accordance with Section 8-1 of the Human Resources Policies and Procedures, adopted and incorporated herein by reference in Article 4 of this contract. Use of the Union Business Pool of Hours shall be determined by the Union President or designee.
- e. When Union Business Pool Hours are used, an account of the used hours shall be submitted to payroll and the Human Resources Department in the week in which the hours are used.
- f. The County shall manage the Union Business Pool of Hours and provide an annual audit on June 1 of each year to the Union president. Unused Union Business Pool of Hours shall be rolled-over and be added to the subsequent yearly allocation. If at the beginning of a fiscal year the total number of Union Business Pool of Hours exceeds three hundred (300) hours, no contribution shall be required for that fiscal year.
- g. If the Employer requests that a Union employee participate in a meeting, the Union employee shall not be required to take personal leave, leave without pay or Union Business Pool Hours.

Article 6 **MANAGEMENT RIGHTS**

- 1. Unless limited by specific provisions of this Agreement or by statutory provision, the County’s rights shall include but are not limited to the following:
 - a. To direct the work of, hire promote, assign, transfer, demote, suspend, discharge, or terminate employees;
 - b. To determine the qualifications for employment and the nature and content of personnel examinations;
 - c. To take actions as may be necessary to carry out the mission of the County in emergencies; and
 - d. To retain all rights not specifically limited by this collective bargaining agreement or by the New Mexico Public Employee Bargaining Act.

Article 7 **NO STRIKES, SLOWDOWN OR LOCKOUT**

The parties acknowledge that under the New Mexico Public Employees Bargaining Act, §10-7E-21 NMSA 1978, and the Doña Ana County Labor Management Relations Ordinance 215-04 (Doña Ana County Code §73-18) strikes, slowdowns and lockouts are illegal.

Article 8 **FILL THE BOOT/MDA**

- 1. The County Fire and Emergency Services Department may, when off duty, participate in the annual “MDA Fill the Boot” charity events in support of the Muscular Dystrophy Association. The Fire Chief may allow the use of County Fire Department uniforms and firefighting Turnout gear for use during the event. The County Fire Department may allow

for the staging of fire apparatus at designated collection points for display and public education. On-duty crews shall remain available for emergency response from these locations.

Article 9 **APPLICABLE HUMAN RESOURCES POLICIES AND PROCEDURES**
AS AMENDED NOVEMBER 12, 2019

1. It is the intent of the parties that the following sections from the Human Resources Policies and Procedures, as Amended November 12, 2019, apply to the terms and conditions of employment of the members of the collective bargaining unit, except where the provisions within the sections may be in conflict with specific articles of the Agreement.
2. When the County intends to add, delete, or modify any of the following sections of the Human Resources Policies and Procedures, the County shall notify the Union in writing of its intent to do so not less than thirty (30) calendar days prior to the implementation of the proposed change. If the Union does not object to the change in writing, and such writing is not received by the County within fourteen (14) calendar days of the Union receiving notification, the change shall apply to employees of the collective bargaining unit. If the Union files a timely objection to the change, the County and the Union shall then meet within fourteen (14) days of the receipt of the objection. If the County and Union are unable to reach an agreement on the proposed change, the current language will continue to govern employees of the collective bargaining unit.
 - 1-1. Prior Policies and Procedures
 - 1-2. Collective Bargaining Agreements
 - 1-3. Management Rights and Responsibilities
 - 1-4. Employee and Volunteer Rights and Responsibilities
 - 2-1. Equal Employment Opportunity
 - 2-2. Discrimination
 - 2-3. Discrimination and Harassment Procedures
 - 2.4. Nepotism
 - 2-5. Conflict of Interest and Code of Ethics
 - 2-6. Personal Relationships
 - 2-7. Legal Matters
 - 2-8. External Communication
 - 2-9. Outside Employment
 - 2-10. Political Activity
 - 2-11. Fraud
 - 2-12. Reports of Misconduct or Wrongdoing
 - 2-13. Use of Public Property
 - 2-14. Reasonable Accommodation Policy
 - 2-15. Break for Expressing Breast Milk
 - 3-1. Recruitment
 - 3-2. Eligibility for Employment
 - 3-3. Minimum Qualifications
 - 3-4. Placement within the Department
 - 3-5. Posting Procedures For Positions Not Filled Through Placements Within The Department
 - 3-6. Exceptions to Posting

- 3-7. Application Forms
- 3-8. Filing of Applications
- 3-9. Substitutions
 - 1. Substitution of Experience for Education
 - 2. Substitution of Education for Experience
 - 3. Level of Experience
 - 4. Non-Allowable Substitutions
- 3-10. Disqualification of Applicants
- 3-11. Assessment of Applications
- 3-12. Applicant Tests
- 3-13. Applicant Interviews
- 3-14. Hiring Recommendations
- 3-16. Closeout of Other Applicants
- 3-17. Recruitment for Unclassified Positions
- 3-18. Applicant Expenses
- 3-19. Background Checks
- 4-1. Employment-Eligibility Verification
- 4-2. Classified and Unclassified Positions
- 4-3. Types of Positions
- 4-4. Position Designations
 - 1. Non-Exempt
 - 2. Exempt
- 4-5. Fair Labor Standards Act (FLSA) Compliance
- 4-6. Probationary Status
- 4-7. License/Occupational Certification
- 4-8. Volunteers/Interns
- 4-9. New-Employee Orientation
- 5-1. Classification and Compensation Plan
- 5-2. Objectives for the Classification and Compensation Plan
- 5-3. Classification Plan Administration
- 5-4. Position Reclassifications
- 5-5. New Job Classifications
- 5-6. Job Evaluation Criteria
- 5-7. Compensation Plan Update
- 5-8. Compensation Administration
 - 1. Starting Salary
 - 2. Promotions
 - 3. Lateral Transfers
 - 4. Demotions
- 5-9. Overtime/Compensatory Time
- 5-10. On-Call Duty
- 6-2. Absences and Tardiness
- 6-3. Meal and Rest Periods
- 6-4. Standards of Conduct
- 6-5. Pay Periods
- 6-6. Time Reporting
- 6-7. Payroll Disbursements

- 6-8 Official Personnel Records
- 6-9. Public-Record Information
- 6.10. Access to the Official Personnel File
- 6-11. Copies of Personnel Records
- 6-12. Negative or Derogatory Information
- 6-13. Verification of Employment
- 6-14. References/Recommendations
- 6-15. Personal Appearance
- 6-16. Electronic Mail, Computer and On-Line Services
 - A. Condition of Employment
 - B. Software Copyright
 - C. Prohibited Use
 - D. Passwords
 - E. Consequences of Prohibited Use
- 6-17. U.S. Mail and Telephone Systems
- 6-18. Bulletin Boards
- 6-19. Photographs
- 6-20. Cell-Phone Usage
- 6-21. Children of Employees at Work
- 6-22. County Driver Training
- 6-23. Motor Vehicle Records Check
- 6-24. Loss of Driver's License
- 6-25. Employee Parking
- 6-26. Identification Badges
- 6-27. Use of Tobacco Products In and Around County Property
- 6-28. Workplace Violence
- 6-29. Drug Free Workplace
- 6-30. Alcohol and Drug Testing
 - A. Random Drug and Alcohol Testing (CDL)
 - B. Voluntary Self Identification by Employees
 - C. Refusal to Submit to Drug or Alcohol Testing
 - D. Positive Results of Drug and Alcohol Testing
 - E. Confidentiality
- 6-31. Controlled Substances Abuse and Misuse
- 6-32. Tape Recording of Conversations
- 6-33. Supervisory Training Courses
- 7-1. Workers-Compensation Insurance
 - A. Reporting
 - B. Medical Procedures
 - C. FMLA Coordination
 - D. Re-Employment of an Injured County Employee
- 7-2. Modified Duty
- 7-3. Group Insurance Coverage
- 7-4. Retiree Health Insurance
- 7-5. COBRA
- 7-6. Domestic Partner Benefits
- 7-7. Public Employee Retirement Association (PERA)
- 7-8. Alternative Retirement Plan for Educational Retirement (ERB) Retirees
- 7-9. Deferred Compensation Retirement Plan

- 7-10. Employee Assistance Program
- 7-11. Educational Assistance Program
- 7-12. Certification/License Examination Expenses
- 7-13. Medical Privacy

- 8-1. Leave Accrual and Usage
 - A. Authorized Leave
 - B. Unauthorized Leave
- 8-3. Vacation Leave
- 8-4. Sick Leave
- 8-5. Sick Leave Bank
- 8-6. Family Medical Leave Act
- 8-7. Family Military Leave
- 8-8. Fitness for Duty
- 8-9. Military Leave
- 8-10. Civic Duty Leave
- 8-11. Bereavement Leave
- 8-12. Blood Donation
- 8-13. Emergency Volunteer Service Leave
- 8-14. Administrative Leave Due To Inclement Weather and Hazardous Conditions
- 8-15. Holidays and Personal Day
- 8-16. Leave of Absence
- 8-17. Administrative Leave with Pay
- 8-18. Domestic Abuse Leave
- 9-1. Coaching and Counseling
- 9-2. Work Performance Evaluations
- 9-3. Performance Improvement Plan
- 10-1. Discipline System
- 10-2. Grounds for Disciplinary Action
- 10-3. Types of Discipline
- 10-8. Complaints
- 11-2. Medical Separations
- 11-3. Resignations
- 11-4. Exit Processing
- 11-5. Separation Pay
- 11-6. Eligibility for Rehire

3. The procedure outlined in paragraph two (2) will also apply to current Doña Ana County Fire and Emergency Services policies governing terms and conditions of employment.

Article 10 HOLIDAYS

1. Employees in the bargaining unit shall be entitled to the following holidays:

New Year’s Day, Martin Luther King, Jr .Day, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples Day, Veteran’s Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year’s Eve.

2. Employees working a forty (40) hour per week work schedule will be observe the holiday on the date designated each year by the Board of County Commissions unless the holiday designated by the Board is a partial day holiday. The BOCC will designate the number of hours for holiday on those partial days. In the event that the BOCC does not designate a holiday, the holiday shall be observed on the calendar day for which the holiday occurs.
3. An FLSA non-exempt employee who regularly works 8-hour shifts shall receive holiday pay of 8-hours if he/she works on the holiday and 8 hours of regular pay. Approval of an alternate work schedule does not adjust the number of hours granted for a holiday or personal day. If the employee does not work the holiday, the employee shall only receive eight (8) hours of holiday pay.
4. Employees working an average fifty-six (56) hours per week work schedule shall observe the holiday on the calendar date for which the holiday occurs.
5. Employees who work an average fifty-six (56) hour per week schedule will not be given time off from their regular schedule for holidays. If an employee's regular shift falls on a holiday they shall receive holiday pay for the number of hours they actually work and regular pay for the hours actually worked. If an employee works less than their regularly scheduled hours, the employee will receive holiday pay for the number actual number of hours worked plus regular pay for the actual hours actually worked.
6. If a holiday falls on a day that the employee is not scheduled to work, the employee will receive eight (8) hours of holiday pay, at their regular rate of pay, for that day.
7. The determination of whether an employee is working on a holiday is based on the start of an employee's shift. If an employee's regular shift starts on a holiday, the employee will be considered as working on that holiday. If an employee's regular shift starts the day prior to a holiday but does not end until the next day that is a holiday, the employee is not considered to have worked on the holiday.
8. In order to receive holiday pay for a designated legal holiday, an employee must be at work or taking approved paid leave on the scheduled work day immediately preceding and following the holiday. An employee who is absent and not in an approved paid leave status on the scheduled work day before or after a holiday will not receive holiday pay for that holiday. Sick leave the day prior to or following a holiday will be considered approved if a note from a medical provider or other health care professional is submitted to substantiate the need for the absence.

Article 11 SICK LEAVE BUY BACK

1. Purpose: This program allows an employee to convert a portion of their sick leave balance to additional vacation leave or cash compensation while employed by Doña Ana County; to establish procedures related to and method of payment for unused sick leave balances for eligible employees while on active employment with the County and upon retirement and

provides a wellness incentive to encourage employees to stay healthy and to be judicious with the use of sick leave hours.

2. Policy: The Sick Leave Buy-Back means that eligible employees may elect to convert unused sick leave hours to additional vacation or to receive payments at their current regular salary in exchange for unused sick leave credits.

a. There are no limits to the amount of sick leave that can be accrued during an employee's service with the County.

b. Employees working a forty (40) hour per week schedule who have accumulated Sick Leave in excess of four hundred eight (480) hours may, at their option sell back to the County any hours in excess of four hundred eight (480) hours; Employees working an average fifty-six (56) per week schedule who have accumulated Sick Leave in excess of six hundred seventy-two (672) hours may, at their option sell back to the County any hours in excess of six hundred seventy-two (672) hours in accordance with the following requirements:

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

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

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

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

Article 12 **LEAVE**

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

1. *VACATION LEAVE*

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

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

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

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

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

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

2. SICK LEAVE

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

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

3. BEREAVEMENT LEAVE

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

Article 13 **RULES AND REGULATIONS**

1. If any County policy or procedure, or any departmental rule, regulation, or directive is in specific conflict with any provision of this collective bargaining Agreement, the Agreement provision shall control. By mutual written agreement, the parties may modify this Agreement.
2. The County will not implement any change that is in specific conflict with this collective bargaining Agreement. The County, the Association, and the Employees will abide by the conditions of this Agreement, and unless limited by any provision of this Agreement, all applicable County policies and procedures and departmental rules, regulations, and directives.
3. The Labor Management Committee may be convened by either party to discuss changes to policies or procedures which directly or indirectly affect the understanding or application of existing practices, work requirements, or methods not directly addressed by this Agreement. The parties shall abide by the provisions of Article 4.3 of this Agreement regarding such proposed changes.

Article 14 **LABOR MANAGEMENT COMMITTEE**

1. The County and the Union shall establish a Labor Management Committee.
2. The purpose of this committee is to facilitate improved labor-management relations within the department and to provide a forum for the communication, discussion, and resolution of issues of mutual concern.
3. 3. The Labor Management Committee will consist of six (6) members consisting of the Fire Chief or designee and two others appointed by the Chief, the union president or designee and two others appointed by the union president.
4. The Labor Management Committee may meet as needed and as mutually agreed. A proposed agenda for committee consideration must be identified at least three calendar days prior to a meeting. The committee shall meet at a place and time designated by mutual agreement.

ARTICLE 15 NEGOTIATING PROCEDURES

The following negotiating procedures shall be used for subsequent negotiations between the County and the Union.

1. Negotiations for a successor Agreement may be initiated by either party by submitting a written notice to the opposite party requesting the commencement of negotiations. The notice shall be sent no earlier than one hundred and twenty (120) days, and no less than sixty (60) days prior to the Agreement's expiration date. Within a reasonable time period after receiving notice, the party receiving the request for bargaining shall respond in writing and shall suggest a date at which time the parties shall meet and determine a mutually agreed upon time and place to begin negotiations.

2. Negotiations shall be conducted in closed sessions.
3. If any ground rules are used, they shall be agreed upon by both parties.
4. During negotiations, the parties shall meet at mutually acceptable dates, times, and locations.
5. All agreements reached by the parties shall be initialed as Tentative Agreements. Such Tentative Agreements are conditional and may be withdrawn should later discussions change either team's understanding of the language as it relates to another part of the agreement. Unless otherwise agreed to by the parties, Tentative Agreements shall not become effective until the parties ratify the entire negotiation package.
6. Employees participating on the Union's negotiating team may be granted union pool hours in order to participate in the bargaining process if on duty that day.

Article 16 **EMPLOYEE INFORMATION**

1. The County shall provide to the union, upon request, but no more often than every ninety (90) days, the following information concerning bargaining unit employees: name, job title, salary, date of last hire, and available contact information. The report may be submitted in electronic format.
2. The Union shall provide in writing, within thirty (30) days of execution of this Agreement, an email address to which the information may be sent.

Article 17 **DUES DEDUCTIONS**

1. Upon receipt by the Human Resources Department of a voluntary authorization for dues deduction card signed by a non-probationary employee, the County shall deduct from the pay of the employee, beginning the first full pay period after receipt of the card, membership dues levied by the Union in accordance with its dues structure and paragraph 6 below.
2. The employee may terminate the collection of union dues by presenting a document signed by the employee to the Human Resources Department between June 1st and June 30th of any year of this agreement directing the County to cease such collection. The Human Resources Department shall notify the Union president within two (2) work days of receipt of the document. The termination of dues will take effect at the end of the first full pay period in July of that year.
3. The County will forward to IAFF all dues withheld pursuant to valid authorization cards. Dues withheld for each pay period shall be forwarded to the person or office designated in writing by the IAFF Local President. IAFF shall inform the County Human Resources Department in writing of such designation within thirty (30) calendar days of the adoption of this Agreement by both parties.

4. The Union shall indemnify and hold the County harmless against any and all claims, demands, suits or other forms of liability that arise out of or as a result of the County's compliance with this Article.
5. Employees promoted or transferred to a position outside the bargaining unit shall be automatically withdrawn from the union and bargaining unit by personnel action of the Human Resources Department.
6. Dues may be modified only one time in a calendar year unless otherwise agreed to in writing by both parties. Modified dues rates shall become effective at the beginning of the first full pay period after receiving notice from the Union.

Article 18 **DISCIPLINARY ACTIONS**

1. A disciplinary measure may be imposed upon an employee for misconduct, incompetence, or other valid reasons. When discipline arises from off-duty conduct, such conduct shall be reasonably related to the employee's responsibilities or role as a public servant and representative of Doña Ana County.
2. Progressive discipline shall be used unless the facts of the situation warrant a more severe disciplinary action. The severity of the infraction committed by the employee and the employee's previous work history shall be taken into consideration. Previous disciplinary actions shall be considered in the determination of discipline for current infractions using the following criteria:
 - a. Relevance
 - b. Severity of prior disciplinary actions.
 - c. Frequency of prior disciplinary actions.
 - d. Recency of prior disciplinary actions.
3. An employee shall be allowed to have a Union official or other representative present during a meeting with management in which the employee reasonably believes will result in disciplinary action against him or her.
4. Disciplinary actions may include the following:
 - a. Verbal reprimand
 - b. Written reprimand
 - c. Suspension without pay
 - d. Involuntary demotion
 - e. Termination
5. Disciplinary steps
 - a. Disciplinary actions, other than verbal reprimands, shall be given to the employee in writing and shall state the reasons for the action. A copy of the disciplinary

- action shall be placed in the employee's personnel file with the exception of verbal reprimands which shall be documented in a separate file.
- b. Employees will normally be disciplined in private.
 - c. Verbal warnings, counseling sessions or verbal reprimands may be administered by the employee's immediate supervisor (Lieutenant), with authorization from the Deputy Chief or Chief.
 - d. The County shall not suspend without pay, involuntarily demote, or terminate any employee without just cause. During the investigation phase, an employee may be placed on paid administrative leave pending the outcome of the investigation.
 - e. Prior to suspension without pay, involuntary demotion, or termination being taken by management, the employee involved shall be afforded the opportunity of a pre-determination hearing.

6. Pre Determination Hearing

A due process hearing shall be afforded all regular, full-time employees who have successfully completed their probation period prior to termination, demotion, or a suspension. The Fire chief or designee shall notify the affected employee, both orally and in writing, of the Fire Chief's recommendation to terminate, demote, or suspend the employee from County service, and the Fire Chief's reason(s) for doing so. This shall be accomplished in the following manner:

- a. The Fire Chief or Designee who initiates such action shall complete a Notice of Intent to Terminate, Demote or Suspend Letter. The completed letter shall include reason(s) for terminating, demoting or suspending the employee.
- b. Relevant documentation to support the termination, demotion or suspension shall be attached to the "Notice of Intent to Terminate, Demote or Suspend" Letter.
- c. Date, time and location of the employee's pre-disciplinary hearing shall be included in the notice of intent.
- d. Within three (3) work days of receipt of the Notice of Intent to Suspend, Demote or Terminate, the employee shall deliver a written memorandum to the Human Resources Director to indicate the employee is requesting a pre-determination hearing, with receipt acknowledged by the Human Resources Department.
- e. If the employee does not request a pre-determination hearing, the employee is deemed to have waived the employee's right to contest the matter as well as any further grievance or appeal options, and the action recommended in the notice of intent shall take effect.
- f. The hearing may be continued at the request of either the employee or union representative or the Fire Chief or designee with the approval of the Hearing Officer. Requests to continue the hearing must be submitted to the Hearing Officer and the Human Resources Administrator in writing at least three (3) work days before the hearing date. Continuances shall not be granted to accommodate the schedule of representatives or witnesses. The Human Resources Administrator shall notify all concerned parties of the continuance.

- g. Failure of the employee to comply with these procedures or failure to appear at the time and place of the hearing shall result in dismissal of the appeal and any further grievance of the disciplinary action, including arbitration.
 - h. Following notification of intent to terminate or suspend, the employee may be placed on administrative leave with pay pending the pre-determination hearing outcome.
7. The pre-determination hearing shall be conducted by the County Manager, Assistant County Manager or Designee.
- a. Audio or Video Recording of the Pre Determination hearing is allowed.
 - b. Participants in the hearing shall be limited to the Hearing Officer, County Attorney or designee, Human Resources representative, Fire Chief or designee, Employee and one union representative if requested by the employee and witnesses deemed necessary.
 - c. The employee may have a union representative attend the hearing as a representative. If the representative is an attorney, the employee must so inform the human resources administrator to allow the County to arrange for its general counsel to be present at the hearing. The County reserves the right to have general counsel present at any and all hearings.
 - d. The Fire Chief or designee shall state the reason(s) for the disciplinary action and review relevant supporting documentation. The employee or union representative shall be afforded an opportunity to refute the reason(s) for disciplinary action and enter into the record any relevant documentation to support the employee's position.
 - e. The employee shall normally be notified by the Hearing Officer within five (5) business days of the results of the hearing. This time may be extended upon agreement of the parties.
 - f. The Notice of Final Determination action shall include any action to be imposed and the effective date of such action. The employee shall be notified that the notice is available to be picked up, or it may delivered by mail to the employee's address of record or sent via e-mail.
 - g. The findings and decisions of the Hearing Officer may be appealed in accordance with Article 9 of this Agreement.

Article 19 GRIEVANCE PROCEDURE

The County and the Union agree it is desirable to resolve problems and issues informally. In the event a problem relating to provisions of this Agreement cannot be resolved informally, grievances shall be processed through the following formal grievance procedure. The Purpose of this grievance procedure shall be to secure, at the lowest possible administrative level, equitable resolutions to the problems which may arise and are subject to review under this procedure. There shall be no other grievance or appeal procedure for employees in the bargaining unit other than that contained in this Article.

1. A “grievance” shall be defined as a dispute which alleges:
 - a. A violation of this agreement or;
 - b. A written reprimand or;
 - c. A disciplinary suspension without pay or;
 - d. An involuntary demotion involuntary termination of employment or;
 - e. An involuntary demotion involving an actual loss of pay.
 - f. A “grievant” shall be any employee, group of employees, or the union.

2. Grievance Procedures
 - a. The number of days indicated at each level of this procedure shall be considered a maximum, and every reasonable effort shall be made to expedite the process.
 - b. If the County or department fails to comply with the time limit requirements as set forth under any of the procedure levels, the grievance shall be considered automatically appealed to the next level of the procedure.
 - c. If the grievant fails to comply with the time limit requirements as set forth under any of the procedure levels, the grievance shall be considered null and void.
 - d. The time limits set forth herein may be extended, provided the parties have mutually agreed in writing upon the extension.
 - e. A grievance shall not be considered unless the grievant initiates the grievance no later than ten (10) business days after the grievant knew, or reasonably should have known, of the action which precipitated the grievance.
 - f. In the case of disciplinary action, the date of the action precipitating the grievance shall be the date of the delivery of the written reprimand or delivery of the final determination of the Hearing Officer.

3. Grievance steps
 - a. The grievant shall first discuss the grievance with the immediate supervisor directly with the objective of resolving the grievance. If the grievance is not resolved within ten (10) business days, a written grievance may be filed with the Fire Chief. To be considered, the grievance must be submitted in a timely manner and contain at a minimum, what contractual provision(s) of this collective bargaining agreement is alleged to have been violated, the facts constituting the alleged violation, and the relief sought. Such grievance must be filed within ten (10) business days from the supervisor’s response or the date such response was due if no response was filed.
 - b. No later than ten (10) business days following receipt of the written grievance, the Chief or Chief’s designee shall schedule a meeting in an attempt to resolve the grievance. Each party shall be entitled to bring documents and witnesses (at the expense of the party

bringing the witness) to the meeting in order to present evidence on that party's behalf. Each party shall have the right to cross-examine witnesses brought by the other party. The Fire Chief, or designee, shall have ten (10) business days to render a decision.

- c. If the grievance is not resolved with the Fire Chief's decision, the Union shall have ten (10) business days to file the grievance directly with the County Manager.
- d. The County Manager shall have ten (10) business days to render decision, and may take whatever action the County Manager deems appropriate to resolve the grievance, and such decision shall be final and binding on the parties. If the grievance pertains to a disciplinary action involving a suspension without pay, an involuntary demotion, or a termination, the grievant or the Union or both may request mediation if the requestor is dissatisfied with the County Manager's decision by filing a Request For Mediation with the County Manager and the Human Resources Department. This request shall be made within ten (10) days of the County Manager's decision. The Union shall immediately serve a copy of the Union's request for mediation to the County Manager.

4. Mediation

- a. Within 10 business days of the request to mediate being served upon the County Manager and the Human Resources Director, the parties shall confer and attempt to select a mediator agreed upon by both parties. If the parties are unable to agree upon a mediator, a mediator shall be appointed by the State of New Mexico, Risk Management Division's Alternative Dispute Resolution Bureau.
- b. If mediation does not result in a resolution of the dispute, the grievant or the Union may request Arbitration by filing a Request for Arbitration with Federal Mediation and Conciliation Service (FMCS). This request shall be made within ten (10) days of the close of mediation. The Union shall immediately serve a copy of the Union's request for arbitration to the County Manager.

5. Arbitration

- a. The arbitrator shall be selected from a list of seven arbitrators requested from the Federal Mediation and Conciliation Service. The moving party to the arbitration shall strike the first name from the list. The parties shall alternately strike names until there is one name remaining who shall be the arbitrator.
- b. The arbitrator's decision shall be in writing and shall include the decision, the rationale and, if appropriate, relief. The arbitrator shall not have the authority to expand, or add to, the rights employees or the Union have under the terms of this Collective Bargaining Agreement.
- c. The arbitrator's decision shall be final and binding on the parties and shall constitute an award within the meaning of the Uniform Arbitration Act. Reasons for appeals to court are set forth in the Uniform Arbitration Act.
- d. The arbitrator's fees and costs shall be shared equally by the parties. All other expenses shall be assumed by the party incurring the costs, including the cost of witnesses. The

parties may mutually agree to share the cost of providing a verbatim record of the proceedings.

6. MISCELLANEOUS

1. No reprisal or retaliation by any party shall be taken against any person who participates or is a witness in the proceeding of a grievance.
2. A grievant and the party charged may be accompanied and represented at any hearing or meeting conducted under this procedure.
3. An employee, acting individually, may present a grievance without the intervention of the UNION provided the grievance has been processed in accordance with this procedure. Any adjustment made shall not specifically violate the provisions of this Collective Bargaining Agreement.
4. If a grievance affects a group of two (2) or more employees or involves an action or a decision by the County or the Department which has a department wide impact, the Union may submit the grievance on behalf of the affected employees.
5. All documents related to a grievance shall be maintained as a separate file from an employee's personnel file. This provision shall not apply to documents related to a grievance over a disciplinary action unless such documents are removed from an employee's personnel file as relief given in the disposition of a grievance.
6. All grievances and grievance responses shall be filed and processed in accordance with this Collective Bargaining Agreement.
7. The grievant and the Union's processing of grievances shall be conducted on non-County paid time unless otherwise agreed to by the County or Union.

Article 20 **CONTRACTING OUT**

Unless otherwise provided by law, the County recognizes the integrity of the bargaining unit and will use bargaining unit employees to perform bargaining unit functions in preference to contracting out County work. However, it is the prerogative, right, and responsibility of the County to determine the work that is to be performed by an employee, a contractor, or members of this bargaining unit. In the event the County proposes to use non-bargaining unit individuals to perform bargaining unit work, the County shall provide the Union with notice at the earliest opportunity, but normally at least forty-five (45) calendar days in advance. The Union may request, within five (5) work days of receiving the notice, a meeting to discuss its concerns. The County shall be available to meet with the Union within ten (10) work days of the Union's request.

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

2. The County is committed to contract out work on a case-by-case basis and according to specific needs as demanded by specific projects. The primary intent of contracting out bargaining unit work shall not be to displace bargaining unit employees.
3. Jobs that are currently contracted out by the County may continue to be contracted out in the same manner.
4. In the event that a Union Member is unavailable to work for a bargaining unit position, and the procedure set forth in Article 18.2 has been exhausted, any contracted personnel, volunteer or otherwise, used to meet minimum staffing requirements shall meet minimum qualifications set for the Doña Ana County for Bargaining Unit positions.

Article 21 **LAY OFFS AND REDUCTION-IN-FORCE**

1. Separation. An employee may be laid off due to a shortage of County funds, elimination of positions, or elimination of work.
2. Notice. When a department anticipates a layoff for any of the above reasons, the Human Resources Department shall provide notice to the Union and the employee, absent exigent circumstances, at least thirty (30) calendar days in advance of the effective date of the layoff.
3. Order of Layoff. Employees shall be laid off based on seniority as career fire services staff, with the least senior employee being laid off first. The criteria for implementing a layoff shall be by the following priority:
 - A. Seniority in the Department;
 - B. Seniority at a particular job;
 - C. Seniority with the County;
 - D. Drawing of lots.
4. A classified employee scheduled for layoff may be assigned to another position provided:
 - A. The employee's work status is satisfactory;
 - B. The employee meets the qualifications for the other position; and
 - C. The employee agrees to accept the pay rate of the other position.
5. An employee who because of a layoff transfers out of the bargaining unit to accept another position with the County may return to the former position if it is available within three

hundred sixty-five (365) calendar days without any loss of seniority. The employee shall make the decision to return to the former position within five (5) calendar days of being notified in writing that the position is available.

Article 22 **NEW EMPLOYEES AND NEW JOB CLASSIFICATIONS**

1. New employees hired into existing bargaining unit job classifications shall be considered part of the bargaining unit and shall be entitled to all benefits and obligations as other bargaining unit employees after completion of the probationary period.
2. When the County creates a new classification, it shall inform the Union within thirty (30) calendar days as to whether the new classification is to be placed in the bargaining unit or in a different group. If the County decides to place the new classification outside of the bargaining unit, the Union has the right, within fifteen (15) calendar days after receipt of notification, to appeal such decision with the Director of Human Resources or Designee. A meeting between the Director of Human Resources and a Union staff representative or Union Officer as determined by the Union shall take place within fifteen (15) calendar days after receipt of the appeal to attempt to resolve the matter. The County and the Union shall be permitted to have two additional representatives at the meeting.
3. If the County and the Union are not able to agree on the proper placement of a new job classification, either party may file a petition for a unit clarification hearing with the local Labor Relations Board.

Article 23 **JOB DESCRIPTIONS AND CLASSIFICATION CHANGE**

1. No changes shall be made to existing job descriptions within the bargaining unit without fourteen (14) calendar day's notification to the Union. At the written request of the Union, the parties shall meet and discuss changes in an existing job description.
2. The Union may request annually a copy of job descriptions for bargaining unit positions. The County shall provide a copy of the job description unless it has not changed from the previous year.

Article 24 **HEALTH AIDS & PERSONAL ITEMS DAMAGED IN THE LINE OF DUTY**

1. Health aids damaged in the scope of assigned work and reported in an incident report shall be repaired or replaced by the County. Health aids include prescription eye glasses, hearing aids, insulin pumps, and other medically prescribed aids.
2. The County shall repair or replace uniform items damaged in the line of duty when the

damage is reported in an incident report.

3. Employees shall be reimbursed by the County for the cost of repair or replacement of watches damaged in the scope of assigned work and reported in an incident report. The cost of repair or replacement shall not exceed \$60.00.

Article 25 UNIFORMS & EQUIPMENT

1. The County shall provide to each Member of the bargaining unit an initial set of uniforms and equipment as follows:

A. Upon being hired by the county each new employee shall be provided the following uniforms at no cost to the employee:

- (1) Eight (8) Tee shirts, two of which must be long sleeves;
- (2) Six (6) Polo shirts (short or long sleeves);
- (3) Four (4) pairs of uniform pants;
- (4) One (1) Job/Work shirt;
- (5) One (1) Jacket;
- (6) One (1) pair of PT shorts;
- (7) One (1) pair of PT sweatpants;
- (8) One (1) baseball-style cap;
- (9) One (1) pair dress pants;
- 10) Two (2) short sleeve and one (1) long sleeve button up shirt;
- (11) One (1) dress tie;
- (12) One (1) pair of dress shoes;
- (13) One (1) class A dress jacket;
- (14) Two (2) uniform badges
- (15) Four (4) uniform collar insignia;
- (16) Two (2) name tags;
- (17) One (1) pair station boots;

Other items that may be requested by an employee and approved by the Fire Chief are:

- (1) One (1) Beanie hat;
- (2) One (1) Boonie Hat;

Uniform items in section 1.A. will be replaced at no cost to a bargaining unit employee when the item is:

- Faded: color has faded noticeably from the original color;
- Torn: rips or tears in item;
- Stained: noticeable spot(s) on uniform;
- Station boots are worn so that they do not provide the protection required;
- Approved by the Fire Chief or designee.

B. Upon being hired by the county each new employee shall be provided the following NFPA compliant personal protective equipment at no cost to the employee:

- (1) One (1) handheld flashlight;
 - (2) One (1) helmet light;
 - (3) One (1) set of suspenders;
 - (4) Two (2) firefighter hoods;
 - (5) One (1) pair of bunker boots;
 - (6) One (1) SCBA facemask;
 - (7) Two (2) sets of structural gloves;
 - (8) One (1) structural helmet;
 - (9) One (1) set leather work gloves;
 - (10) One (1) set of extrication gloves;
 - (11) One (1) set par tags;
 - (12) One (1) set of bunker gear (jacket/pants);
 - (13) One (1) Wildland fire helmet;
 - (14) One (1) Wildland fire PPE shirt;
 - (15) One (1) pair of Wildland fire safety glasses;
2. The items listed above in subsection 1.b as personal protective equipment shall be replaced by the County at no cost to the member if the items become damaged or worn out in the normal performance of the member's duties. To receive an item of replacement equipment, the member shall provide the Fire Chief or designee with a written explanation of how the equipment became damaged and why the equipment needs to be replaced. Equipment that becomes damaged due to being used outside of the duties of the employee shall be the responsibility of the employee to replace.

Article 26 TAKE-HOME VEHICLES

1. Take-home vehicles shall be provided to all non-shift bargaining unit employees (Fire Prevention and Training) as a tool to ensure safety, performance, and success of personnel required to travel throughout the jurisdiction as part of their required duties. Take-home vehicle recipients shall follow all County policies concerning motor vehicles. Take-home vehicles shall be provided for the following:
 - a. For the Purpose of code, investigation, and emergency response during regular scheduled work hours or in the event of call back or other non-scheduled work outside normal working hours, regardless of employee's on call status.
 - b. To provide fire training to district volunteers after scheduled work hours and on weekends as approved by the Fire Chief or designee;
 - c. To travel as required for meetings, public information events, training events, mutual aid requests, and large-scale emergencies;
 - d. When on call, to run necessary personal errands.

Article 27 SAFETY AND HEALTH

1. It is the duty of the County and the Union to maintain the highest standards of safety and health in the Fire Department in order to eliminate as much as possible, accidents, deaths,

injuries, and illness to Fire Department personnel. The County Fire Administration shall work with the Union to continue to explore and develop policies and procedures to address the health and safety of union Members.

- a. Mandatory baseline physicals shall be provided by the County to the employees annually by a physician following NFPA 1582 Standard on Comprehensive Occupational Medical Program for Fire Departments.
 - b. The County shall provide immunizations as recommended by the state health authority and the Occupational Safety and Health Administration. Immunizations shall also be provided to household members in the event that an employee is exposed to pathogens for which immunizations are available.
 - c. All future fire stations shall be designed and provided with provisions to ventilate emissions from fire apparatus to prevent exposure or contamination of living and sleeping areas to fire fighters. The County shall be responsible for evaluating existing stations within the scope of this agreement.
2. Protective devices, work apparel, and other equipment necessary to properly protect employees shall be provided by the County at no cost to the employee and shall conform to applicable standards.
- a. All Protective devices, work apparel, and other equipment currently being provided by the County for the safety and protection of employees shall continue to be provided. Protective clothing shall be issued or replaced while personnel are on duty. The Union member who picks up protective clothing during normal off-duty hours shall not be deemed to be on duty by reason of the preceding sentence. Employees shall be exempt from entering a hazardous environment if protective clothing does not meet adopted standards.
 - b. Seat belts shall be worn in all apparatus.
 - c. Hearing Protection capable of radio Communications which shall be worn.
3. Fire Administration shall provide access to a washing extractor to union members for the purpose of cleaning turnout gear. A spare set of turnout gear equal to the primary set used on duty shall be provided to members
4. The department's response guidelines will not require employees to respond as a single resource unless:
- a. other fire or EMS responders are on the scene; or
 - b. other fire or EMS responders will arrive prior to the single resource.
5. Fire suppression response requires a minimum of three firefighters that may respond in separate apparatuses.

Article 28 **RESIDENTIAL SUPPORT**

1. The County shall provide clean and safe fire stations. The County shall supply adequate furniture to include office furniture. The County shall provide safe cooking appliances, cook ware, dishes and utensils. The County shall provide linen replacement as needed as well as washer and dryer facilities. The County shall provide access to television cable/satellite service in all new construction. The County shall provide separate men’s and women’s facilities, including dormitories, where applicable. The County shall provide pest control services, building maintenance, and repair as needed. The County shall provide janitorial supplies, sanitary supplies to continue safe and efficient living in all occupied fire stations. Fire stations will be equipped with the appropriate equipment to ensure personnel are promptly notified to a call for service.

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

Article 29 **SENIORITY**

1. Seniority shall be determined in the following order:
 - a. Time working in rank;
 - b. Time working in Fire and Emergency Services;
 - c. Time working for Doña Ana County.
2. Seniority shall be forfeited at the time of separation from the County. If an employee becomes reemployed, seniority shall be from the new date of hire.
3. When seniority is a factor in determining an employment or other action and the date of seniority is the same, any tie shall be broken by employee ID number.

Article 30 **SHIFT, HOURS OF WORK, PAY PERIOD**

1. Fire personnel shall work shifts of twenty-four (24) hours on duty. The shift schedule will be determined by the Fire Chief after consultation with the union. Overtime shall be paid for all hours worked over two hundred and twelve (212) hours per work period of twenty-eight (28) consecutive days, pursuant to the Fair Labor Standards Act section 207(k).
2. Vacation and personal time shall be paid at the normal rate of pay and shall not be counted as hours worked for overtime purposes. Vacation leave and personal time are not subject to reduction when additional hours are worked. Sick leave hours will only be reduced when overtime is worked that is not part of the normal schedule. These hours shall be paid in the same pay period in which they are taken.
3. The standard schedule for personnel assigned to Fire Prevention and Training shall be forty (40) hours per week. This schedule shall be from 8:00am to 5:00pm Monday through Friday.

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

Article 31 PROMOTIONS

1. The parties agree that a purpose of establishing qualifications is to ensure that employees have an equal opportunity to apply for the positions. All promotions within the bargaining unit shall be on the basis of merit. On the basis of merit, the internal candidate will be given first consideration.
2. An employee shall be eligible to compete for a promotional position only if the employee meets the minimum qualifications established in the job posting.
3. All posting and selection processes shall be in accordance with Section III Employment Process of the Human Resources Policies and Procedures manual.
4. The selection process may include any or all of the following steps:
 - a. Written examination
 - b. Oral interview process
 - c. Additional interviews beyond the first oral interview
5. When a written examination is a part of the selection process, Human Resources shall provide a list of reference materials at the time the position is posted. The list shall be provided to any interested applicant who requests a copy of the list.

A library consisting of at least three (3) sets of reference material for the written examination shall be created at Fire Administration within 90 days of contract ratification and approval of this agreement. The library of reference materials shall contain the current or one (1) edition prior to the current edition of reference materials. A training program to prepare firefighters for promotional opportunities shall be managed by the Lieutenants with the approval of the Fire Chief.

Article 32 ON-CALL PAY AND STANDBY PAY

1. Bargaining unit employees who are required to be “On-Call” shall be compensated at a rate of \$65.00 per week or \$9.29 per day for their on-call status.
2. The provisions of the Human Resources Policies Section 5-10 shall apply with the exception of the compensation rate which shall be pursuant to paragraph 1 of this Article.

Article 33 CALL BACK AND SHOW UP PAY

1. An employee who is called back to work during scheduled off-duty time will be paid a minimum of two (2) hours at one and one-half (1-1/2) times the employee's regular rate of pay. Computation of time shall begin when the employee accepts the call back assignment and shall continue until the time the work is completed. Employees accepting call back assignments shall respond to the designated location in a timely manner. If the response is anticipated to be greater than thirty (30) minutes, the employee shall immediately notify the Fire Chief. The Fire Chief may deny the call back opportunity due to the extended response.
2. If the employee is called back, released from work, and is again called back prior to the expiration of the two (2) hour time period, the employee shall be considered to still be "on the clock" and shall only be compensated at one and one-half (1-1/2) times their regular rate of pay for the additional time worked beyond the initial two (2) hour time period, and shall not be entitled to an additional two (2) hour minimum at one and one-half times their regular rate of pay.

Article 34 OVERTIME LIST

1. For the duration of this agreement, an overtime list for employees shall be implemented and maintained with a procedure set forth by the Fire Chief or designee with due fairness. This overtime list shall consist of a call list of employees in each rank category for overtime in the event an employee who was scheduled to work is absent with or without leave. The overtime list shall be based on date of last overtime shift worked.
2. In the event that an employee who was scheduled to work is absent, employees on the overtime list of the same rank of that employee who was absent shall be used first to replace the absent employee.
3. In order to maintain the number of employees per company at a level of at least three (3) or more, the County shall use the overtime list prior to any involuntary recall.
 - 3.1 In the event there are no union members volunteering to work overtime, in order to maintain the minimum staffing level, the County shall mandate a union member to work using the procedure set forth in section 4 of this article.
4. When the County does not have enough employees volunteering to work overtime, the County shall assign the available employees on the basis of reverse seniority starting with the employee with the least seniority in the County. After an employee has been mandated to work overtime during a pay period, that member shall not be mandated to work overtime again until full rotation of the overtime list.

Article 35 **INSURANCE**

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

| <u>Coverage Type</u> | <u>Premium Split</u> | |
|----------------------|----------------------|----------------|
| Employee – Single | County – 100% | |
| Employee Plus One | County – 80% | Employee – 20% |
| Employee Plus Family | County – 80% | Employee – 20% |

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

| <u>Coverage Type</u> | <u>Premium Split</u> | |
|----------------------|----------------------|--------------|
| Employee – Single | County 80% | Employee 20% |
| Employee Plus One | County 80% | Employee 20% |
| Employee Plus Family | County 80% | Employee 20% |

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

| <u>Coverage Type</u> | <u>Premium Split</u> | |
|----------------------|----------------------|--------------|
| Employee-Single | County 100% | |
| Employee Plus One | County 80% | Employee 20% |
| Employee Plus Family | County 80% | Employee 20% |

Article 36 **ADJUSTMENTS TO EMPLOYEE CONTRIBUTIONS FOR BENEFITS**

If adjustments to employee contributions to the Public Employees Retirement Association are mandated by the State of New Mexico or by the Board of County Commissioners, the County shall provide written notice to the Union.

Article 37 **EMERGENCY MEDICAL SERVICES/FIRE TRAINING**

1. It shall be the responsibility of the County Fire and Emergency Services Department to provide and pay for all necessary training to maintain New Mexico or National Registered Basic EMT, New Mexico or National Registered Advance EMT or National Registered Paramedic Licensure.

2. The County Fire and Emergency Services Department and the Union agree to work together to develop further and enhance EMS services within Doña Ana County.
3. The County Fire and Emergency Services Department shall provide and pay for all necessary classes or certifications related to EMS, firefighting, rescue or hazardous materials protocols.

Article 38 **WORKING OUT OF CLASS**

1. When an employee accepts responsibilities and carries out the duties of a position or rank above that, which the employee normally holds, the employee shall be paid a stipend amount of one dollar (\$1.00) per hour for each full hour worked in that position or rank. No stipend or additional compensation will be paid for partial hours worked out of position or rank.
2. The selection of firefighters to work out of rank shall be governed by seniority in the department and approved by the Fire Chief. Firefighters on each apparatus shall be given first consideration by seniority within that company.

In the event that a position is vacant and an employee is placed in that temporary position for more than five (5) working days, then the employee will be paid at the same rate applicable for the position in which the employee is temporarily placed.

Article 39 **MEETING SPACE**

1. A Union staff member or union officer may request use of meeting rooms during normal department business hours on County facilities to conduct union business with employees in the bargaining unit. County employees attending union meetings during normal department business hours shall be on authorized leave status or normal scheduled time off.
2. The County shall not interfere with the rights of employees and the Union to meet on matters related to the investigation or filing of a grievance.
3. The Union shall attempt to reserve meeting rooms by providing at least seven (7) calendar days notice. A request for use of meeting rooms by bargaining unit employees must be submitted to the department or office head or designee for approval. The department head or designee should respond to the person requesting the room no later than two (2) calendar days after the request is received.

Article 40 **BULLETIN BOARDS**

1. The County shall provide space for union bulletin boards in areas accessible and frequented by bargaining unit employees. Such bulletin board shall be similar in size and style as currently exists in the County facilities. The bulletin board used by the Union shall be

secured with a lock, and the Union shall designate no more than two officers as custodians of the keys to the bulletin board. The names of the two officers shall be provided to the Fire Chief within five (5) calendar days of their designation or change in designation. Use of the bulletin board shall be limited to the posting of notices concerning union business, such as information related to the recreational and social affairs of the Union or Chapter; Union or Chapter meetings; Union or Chapter elections; reports of enactments and judicial decisions affecting public employee labor relations; and notices or announcements pertaining to the activities of the Chapter, State or National Association.

2. The Union bulletin boards shall not be used for political purposes or for statements or criticism concerning management.

Article 41 SAVINGS CLAUSE

1. If any provision of this agreement is declared invalid by any tribunal of competent jurisdiction, the validity of the remaining portions of the agreement shall not be affected.
2. If such a declaration of invalidity occurs, the parties shall meet within two weeks of the declaration, to negotiate a provision to replace the provision that has been declared invalid.

Article 42 COMPENSATION

1. A bargaining unit employee's compensation shall be determined using the pay plan attached as Appendix A-2022 for the employee's classification based upon the employee's years of service in Doña Ana County Fire and Emergency Services as a firefighter, driver/operator, lieutenant, fire prevention specialists or captain.
2. Upon ratification of this agreement, all bargaining unit members shall be placed in their appropriate step based upon years of service as agreed upon between the county and the union. Advancement to all future steps shall occur on the first full pay period of the fiscal year regardless of the employee's hire date or anniversary date within the classification.
3. Promotional pay steps shall be determined based upon seniority in Doña Ana County Fire and Emergency Services as a firefighter, driver/operator, lieutenant fire prevention specialist or captain.
4. Upon receiving a higher level of licensure/certification (i.e. EMT Basic to EMT Intermediate) the employee will be moved to the appropriate pays scale for the higher level licensure/certification effective the first full pay period after the employee has provided proof of the higher level license/certification to the Fire Chief and the Human Resources Director.

5. If an employee is given a special assignment/project or is placed on modified or light duty, the employees number of scheduled hours will not be reduced from the number of hours for the employees regular schedule.
6. A lateral hire will be given credit for full years of service as an applicable fire-fighter and/or EMT/paramedic as determined by the Human Resources Director and Fire Chief. Credit for prior years of service applies only to the rate of pay and not to other seniority as set out in Article 17.
7. An employee who voluntarily terminates employment on good terms (not as a result of any disciplinary action or in lieu of disciplinary action or with disciplinary action pending), and returns to employment within one year of separation from the County, will return at the pay step at which they left. An employee who returns to employment after one year will be given credit for prior years of service as set forth in paragraph 1 above.

Article 43 **DURATION OF AGREEMENT AND REOPENER**

1. This agreement is effective through June 30, 2024.
2. The Union or the County may re-open this agreement for two items each (not including wages) in March 2023.

Article 26 **RENEWAL OF AGREEMENT**

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

Article 27 **ENTIRE AGREEMENT**

1. This agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless specifically stated to the contrary herein, and constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term.
2. Management and the Union, for the duration of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this agreement, except where it has specifically been agreed to do so in the agreement.

DATED this the _____ day of September 2022.

IAAF, Local
President

Doña Ana County
County Manager

By: _____

By: _____