

ARTICLE 1. PREAMBLE

A. **OBJECTIVE:** Both parties mutually agree that their objective is for the good and welfare of GCRDA and Union members alike. Both parties further agree that in the interest of collective bargaining and harmonious relations they will, at all times, abide by the terms and conditions as hereinafter set forth and agreed upon.

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

B. SCOPE OF AGREEMENT

1. During the term of this contract, the Union and management agree to work together in good faith to resolve clarification disputes concerning the Conditions agreed upon during negotiations.
2. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, religion, national origin, political affiliation, or mental, physical, or sensory handicap unless it is a bona fide occupational qualification. The Union and the Employer shall share equally the responsibility for applying this provision of the Agreement.

ARTICLE 2. RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative for the bargaining unit of employees of GCRDA.

It is further agreed that the following employees are specifically excluded from the bargaining unit, are not covered by this Agreement, and shall not be entitled to union representation: management employees, supervisors and confidential employees as identified in PEBA.

ARTICLE 3. PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employee, and the general public.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends, the Employer and the Employee encourage to the fullest degree friendly and cooperative relations between the respective parties.

ARTICLE 4. DEFINITIONS

- A. FULL-TIME EMPLOYEE- An employee who is regularly scheduled to work 40 hours per week.
- B. PART-TIME EMPLOYEE- An employee who is regularly scheduled to work at least 20 hours per week but less than 40 hours per week.
- C. PROBATIONARY EMPLOYEE- All employees must serve a six-month probationary period commencing upon an employee's date of hire. During an employee's probationary period, the employee is specifically excluded from the bargaining unit, is not covered by this Agreement, and shall not be entitled to union representation. The probationary period may be extended up to six (6) months if it is determined necessary by the Director.
- D. REGULAR EMPLOYEE- An employee who has successfully completed his/her probationary period.

E. The term "Employee" as used in this Agreement includes both male and female employees covered by this Agreement. In addition, wherever in this Agreement the masculine gender is used, it is intended that it will apply to the feminine gender as well.

F. Computation of Time: The term "Day" as used in this Agreement shall be defined as a calendar day. The day of the act or event from which the designated period of time begins to run shall not be included when computing time. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a County-recognized holiday, in which event the period runs until the end of the next day which is not one of the aforementioned days.

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

G. The term "Temporary Employee or Contract Employee" as used in this Agreement, shall be defined as an employee hired for a single specified period of time not to exceed one year. An employee who is retained beyond the original specified period will be entitled to all benefits upon successful completion of his/her probationary period.

H. The term "Director" shall refer to the appointed or acting Director of GCRDA.

I. The term "GCRDA Board" shall refer to the duly sitting governance board which oversees the Joint-Powers Agreement agency known as Grant County Regional Dispatch Authority.

ARTICLE 5. AUTHORITY

This agreement (hereinafter referred to as the "Agreement" or "Collective Bargaining Agreement") is entered into between GCRDA (hereinafter referred to as "GCRDA" or the "Employer"), and GCRDA employees in the Bargaining Unit affiliated with AFSCME Council 18 of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as "AFSCME" or "Union").

ARTICLE 6. SAVINGS CLAUSE

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

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

ARTICLE 7. CONTRACT INCLUDES ENTIRE AGREEMENT

A. This agreement is the only existing Agreement between the parties and replaces any and all previous Agreements. The Employer and AFSCME Council 18, Local_____ may, upon mutual Agreement and negotiation, place in effect a Memorandum of Understanding which may change provisions of this Agreement, or address matters which may become issues of mutual concern from time to time.

B. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that all such subjects have been discussed and negotiated upon and the Agreements contained in this Agreement were arrived at after free exercise of such rights and opportunities.

ARTICLE 8. CONTRACTING OUT

- A. Unless otherwise provided by law, GCRDA recognizes the integrity of the bargaining unit and will use bargaining unit employees to perform bargaining unit functions in preference to contracting out GCRDA work. However, it is the prerogative, right and responsibility of GCRDA to determine the work that is to be performed by an employee, a contractor or members of this bargaining unit. In the event GCRDA proposed to use non-bargaining unit individuals to perform bargaining unit work, it will provide the Union with notice at the earliest opportunity, but normally at least forty-five (45) days in advance and shall be available to meet with the Union to hear any concerns within ten (10) days after a request is made by the Union.
- B. GCRDA will inform the Union, in writing, about the kind of work that would be contracted out and the approximate duration of the project.
- C. In no way should the intent of contracting out be to displace bargaining unit employees or to substitute jobs currently included in the bargaining unit in preference of contracting out employees.

ARTICLE 9. EFFECT OF GCRDA POLICIES

- A. In the event GCRDA determines it is necessary or advisable to change, modify or replace existing rules or policies that are applicable to Union employees, GCRDA Director proposing such change, modification or replacement shall advise the Union President and provide the Union with a copy of the proposed change, modification or replace document, as appropriate, at least fourteen (14) calendar days prior to the proposed effective date thereof. The Union President will be provided a copy of any anticipated amendments and the Union will be provided the opportunity to respond in writing to such changes unless the changes are due to an emergency situation.
- B. GCRDA will provide union members with written notification of any changes, modifications or replacements. It is the Employees' responsibility to become familiar with such documents.

ARTICLE 10. NON-DISCRIMINATION

- A. GCRDA and the union agree that the provisions of this agreement shall be applied equally to all employees against discrimination on the grounds of age, race, color, creed, religion, national origin, gender, disability, sexual orientation, pregnancy, marital status, political affiliation or any federally or state protected class.
- B. The Union recognizes its responsibility as the bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

ARTICLE 11. AMERICANS WITH DISABILITIES ACT (ADA)

Employees in the bargaining unit shall be entitled to all rights and benefits granted under the Americans with Disabilities Act (ADA).

ARTICLE 12. WORKERS' COMPENSATION

Employees in the bargaining unit shall be entitled to receive all rights and benefits granted under the laws and regulations of the Workers Compensation Act and the Workers Compensation Administration of the State of New Mexico.

ARTICLE 13. HARASSMENT

- A. The employer recognizes that no employee shall be subject to sexual harassment.
- B. The employer recognizes that no employee shall be subject to any type of harassment.
- C. The Employer, unless based on a bona fide occupational qualification, may not discharge, promote or demote any employee or discriminate in matters of compensation, terms, conditions or privileges of employment against any employee otherwise qualified because of race, age, religion, color national origin, ancestry, sex, physical or mental handicap or

mental conditions; provided however that 29 U.S.C. Section 631 © (1) and (2) shall apply to discrimination based on age. It shall be a prohibited practice for the Employer or any employee to:

(1) aid, abet, incite, compel or coerce the doing of any unlawful discriminatory practice or to attempt to do so;

(2) engage in any form of threats, reprisals or discrimination against any person who has opposed any unlawful discriminatory practice or has filed a complaint, testified or participated in any proceeding, including grievance, under this Agreement.

ARTICLE 14. JOB DESCRIPTIONS

The employer agrees to bargain prior to finalizing any changes in job descriptions and new job classifications.

ARTICLE 15. VACANCIES CIRCULARIZED

- A. All vacant and newly created positions within the bargaining unit will be posted in-house five (5) days before being publicized outside the agency.
- B. At a minimum, job circulars for vacancies and newly created positions within the bargaining unit shall state the position employment status, position title, duties and responsibilities, qualifications, intended shift assignment, and rate of pay. It is recognized that the shift assignment may change as a result of the exercise of shift preference.
- C. On-the-job experience and training, and time spent on temporary upgrades will be recognized when filling vacancies and newly created positions within the bargaining unit.
- D. Qualified bargaining unit employees who apply for a vacant position within the unit will be given first consideration, provided the employee meets minimum qualifications. Where qualifications are equal, department seniority will prevail. The intent of this process is to give serious consideration to the best qualified employee from the bargaining unit, however, the Employer is not obligated to waive any requirements to fill any vacancies within the work unit.
- E. In recognition of the County of Grant being Fiscal Agent for GCRDA, the Director will make all reasonable efforts to obtain and post all vacant and newly created Dispatch positions within that government organization, whether Union-represented or not.

ARTICLE 16. SENIORITY

A. GENERAL

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

B. CLASSIFICATION SENIORITY

Classification seniority is the entry date the bargaining unit employee began working in his/her current job classification. Classification seniority is broken by promotion, reassignment, or transfer to a different job classification.

C. INDENTICAL HIRE DATES

For determining job rights or department seniority where two or more employees have the same hire dates, the tie shall be broken by the interview rankings. Meaning the highest score is the senior employee.

D. SENIORITY LIST

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

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

E. PROMOTIONAL SENIORITY

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

ARTICLE 17. DISCIPLINARY ACTIONS

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

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

C. Progressive Steps: The progressive steps will be followed, unless deemed inappropriate:

First Offense- Oral Warning

Second Offense- Written Reprimand

Third Offense- Suspension

Fourth Offense- Discharge

D. Disciplinary notices: when disciplining an employee, the GCRDA will use progressive discipline when applicable. Any disciplinary actions in the employee's file that are older than 24 months, and unrelated, will not be used in the process.

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

F. Notice of Charges:

1. When the employer intends to take disciplinary or punitive action against an employee (excluding oral warnings and written reprimands) the employer shall notify the employee in writing of the charges against the employee.

2. The notice of charges shall include, with specificity, the following:

- a. The facts upon which the employer relies in support of the charges against the employee, including all reports and statements;
- b. The proposed disciplinary action; and
- c. Date and time of the pre-disciplinary hearing.

3. The employer must provide the notice of charges within ten (10) days of the employee's alleged violation or its discovery, unless the employee receives written notice that an internal investigation will be conducted.

4. If an internal investigation is conducted, the employer must provide the notice of charges within five days of the completion of the investigation.

5. Time limits may be extended by mutual agreement, in writing, and will not be unjustifiably denied.

G. Internal Investigations:

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

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

3. An internal investigation will not exceed thirty (30) days. Time limits may be extended by mutual agreement, in writing, and will not be unjustifiably denied.

H. Pre-Disciplinary Hearing:

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

I. **Suspension:** Employees suspended shall not suffer any loss of pay or benefits until after completing the grievance procedure. If the finding, through the Grievance procedure, is in favor of the employer, the employee will serve the suspension, as soon as reasonably possible, but no later than 14 calendar days after the day, following the day the employee receives final ruling of the grievance.

J. **Representational Rights:** An employee who is called to an investigatory meeting or a pre-disciplinary hearing, which may result in discipline being imposed upon the

employee, shall be informed of the intent of the meeting. If the employee requests union representation for the investigatory meeting or pre-disciplinary hearing, the employee shall be entitled to union representation.

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

ARTICLE 18. GRIEVANCE PROCEDURES

A. Definitions:

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

B. The purpose of this procedure is to provide an orderly method of resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure. It is further agreed that the parties will have at least one face to face meeting during the grievance process.

C. The employer recognizes the AFSCME Union Grievance Form as the standard form to be used for all GCRDA grievances. On all grievance forms submitted, the Union shall clearly specify the alleged violation of the contract, both by article number alleged to be violated and by providing a brief, yet complete account of who, when, where, and how the article(s) is alleged to have been violated.

D. Grievances will be processed during normal working hours.

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

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

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

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

Step 1: The grievant or the union shall present the grievance within fourteen (14) Days of its alleged occurrence to the supervisor, who shall attempt to resolve the dispute. The supervisor shall issue a written response to the grievance within fourteen (14) days following receipt.

Step 2: If the grievant is not satisfied with the response of the Supervisor, the grievant shall within fourteen (14) days following the receipt from the Supervisor, submit the grievance to the Director or designee. The Director shall within fourteen (14) days of receipt of the Step 2 grievance, schedule a hearing for the grievant and his/her Union Representative to hear the employee's grievance. The Director shall render a decision within fourteen (14) days following the meeting.

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

- J. Failure by either management, the grievant or the union, to meet the time requirements in the grievance procedure will mean the adjudication of the matter in the other's respective favor at the point in the grievance. Only the union may request to arbitrate any grievance.
- K. Grievance Arbitration: The Union may invoke arbitration by serving a written demand for arbitration upon the Employer within thirty (30) calendar days from the time for response of the Employer. Within seven (7) calendar days of the written demand for arbitration, the Union shall make a request for a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS), unless the parties within such time period can agree upon an arbitrator or alternative panel of arbitrators from which to select an arbitrator. Within seven (7) calendar days of the receipt of a list of arbitrators by both parties or agreement to an alternative panel, the parties will meet to select the arbitrator. The selection shall be made by the Union and the Employer alternately eliminating names. The last name remaining shall be the arbitrator. The parties shall flip a coin to determine who shall strike the first name. Each party shall pay one-half of the cost of obtaining the panel of arbitrators from FMCS, except that the Employer may elect not to pay one-half of the cost of obtaining a panel of arbitrators on the condition that it strikes the first name from the panel of arbitrators.
- L. The decision of the arbitrator shall be based upon the facts established by the testimony and documents presented in the case. The arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of the Agreement, but may give appropriate interpretation or application to such terms and provide appropriate relief. The arbitrator shall not have authority to make an award which includes a fine or other punitive damages or award of attorney's fees. Each party shall pay one-half of the arbitrator's fees and expenses. The arbitrator's decision shall be final and binding on the parties subject only to judicial review in accordance with the New Mexico Uniform Arbitration Act.
- M. Miscellaneous - Grievance Arbitration
 - 1. Tape recorders or other electronic recording devices shall not be used by any party participating in the grievance, except by mutual written agreement of the parties. If the parties consent to such, the recording agent must provide the other party with a true and correct copy of the recording. This provision shall not apply to grievance Arbitration hearings.
 - 2. The issue of non-grievability may be properly raised at any step of the grievance procedure. The arbitrator shall decide all issues regarding the Arbitrability of grievances prior to the date of hearing on the merits .

ARTICLE 19. PERSONNEL FILES

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

ARTICLE 20. INFORMATION OF EMPLOYEES

GCRDA shall provide to the Union, at the time of dues remittance, a listing of bargaining unit employees, including employee name, job title, assigned salary and office or department.

- A. GCRDA shall also provide to the Union a list of all new hires, retirements, resignations or otherwise separated from represented positions.
- B. The Union shall be entitled to request and receive from GCRDA, in a timely manner, any information the Union may be entitled to as an exclusive collective bargaining

representative and under any applicable Federal or State Public Information Act statutes.

C. The report can be submitted in electronic or paper format.

D. GCRDA is under no obligation to create documents or data.

ARTICLE 21. COMMITTEES (UMC)

A. Union Management Committee:

1. Employees and Management shall have no more than two (2) Representatives on the Union Management Committee. The purpose of these meetings shall be to foster good employee-management relations through Union-Employer communications. Either party may request a meeting of the Union Management Committee by submitting a formal written request or at a mutually agreed date and time.
2. These meetings shall discuss:
 - a. The administration of the Agreement;
 - b. General information of interest to the parties;
 - c. The views or suggestions of both parties on subjects of interest;
 - d. Changes contemplated by the employer in non-bargain able condition of employment, which may affect employees in the bargaining unit;
 - e. The development of joint recommendations (Memorandum of Understanding) of the Employer and the Union with regard to terms and conditions of employment not within the scope of authority of the agency shall be submitted to the GCRDA Board, person, organization, or other entity having the authority to approve the recommendation; and
 - f. The review and recommendations concerning personnel policies.

ARTICLE 22. LAY OFFS – REDUCTION-IN-FORCE

- A. Employees will be given a month's written notice of layoff and recall action and specifying the reason except for in the case of budget emergency, employees shall receive two (2) weeks notice of layoff.
- B. Employees will be laid off in reverse order of seniority within the Agency and within the job title classification.
- C. Bargaining unit employees will retain Agency seniority in any position or classification previously held, and provided the employee is capable of performing the work. Bargaining unit employees who are laid off or whose positions are otherwise eliminated shall have the option to displace less senior employees in the same or lower classification, within the Agency. Displaced employees shall then be subject to layoff pursuant to this Article.
- D. Employees laid off due to a reduction in force will be called back to work in their seniority order according to the following procedure.
 1. The employer will advise the employee to be recalled by certified or Registered United States mail. A copy of such recall notice will be furnished to the Union.
 2. An employee upon receiving notice of recall, within seven (7) working days must acknowledge receipt advising the Director of the date he will be available for service, which date must not be later than fourteen (14) calendar days from the date the employee receives the recall notice, unless there are extenuating circumstances. Failure to report the receipt of the recall will be considered an automatic resignation.
 3. Laid-off employees have the responsibility of keeping the Employer informed as to correct mailing addresses. Employees will fill out a "laid-off employee application form" at the time of layoff. Laid-off employees will be kept on an active list for recall for thirty-six (36) months.
 4. Vacant budgeted positions in the bargaining unit will be offered to Employees who qualify for the position, before the position is made available through bidding procedure. In the

event that the laid-off employee refuses the position, the Employer's recall responsibility ceases with such action.

- E. Regular employees will not be laid-off until after all emergency, temporary, provisional, term, and probationary employees have been terminated. No new employees will be hired in positions within the Agency until all eligible laid-off employees in the Agency have been given the opportunity to return to work.
- F. Laid-off, full-time, bargaining unit employees will not be required to serve another probation period upon returning from a layoff.

ARTICLE 23. LEAVE OF ABSENCE WITHOUT PAY

An employee may be granted leave without pay in addition to any leave which may have been granted pursuant to sickness or disability, when certified by a qualified doctor, or to run for public office, or for good and sufficient reason which the Director considers to be in the best interest of the Employer.

Employees will not accrue benefits under this contract during the leave without pay period. Employees wishing to continue health insurance coverage during leave without pay shall so advise the Director prior to the start of leave without pay and shall arrange full payment of the insurance premium during the leave without pay period. Upon return from leave without pay, the employee shall retain all seniority rights and pay. An approved leave without pay shall not exceed one year. If additional leave time is required, the employee must submit a request for additional time during the last month of the granted leave period.

ARTICLE 24. ADMINISTRATIVE LEAVE

- A. Leave with pay may be authorized, with the approval of the Director, for an employee to attend Official meetings as it pertains to the employee's work and where the good of the Agency is involved, or to conduct GCRDA business at a location other than the employee's normal work station.
- B. When an employee is injured on the job and is unable to complete his/her work shift, the employee will be compensated for the balance of the shift.
- C. If an internal investigation is being conducted into the conduct of an employee, the employer has absolute discretion in determining whether the employee should be placed on administrative leave until the matter is resolved. An employee shall continue to receive pay while on administrative leave during an investigation.

ARTICLE 25. THIS ARTICLE LEFT BLANK INTENTIONALLY

ARTICLE 26. CONVERSION OF SICK LEAVE FOR CONTRIBUTION TO ANOTHER'S SICK LEAVE

Sick Leave Donation

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

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

- An employee who has accrued two-hundred-and-forty (240) hours of sick leave may donate up to forty (40) hours of accumulated sick leave per year.

Donated sick leave will be banked and used in the order of receipt. For instance, if employee Bob donated 10 hours on February 11, 2012, and employee Jane donated 10 hours on February 12, 2012, Bob's donated leave would be used before Jane's donated leave. Any donated leave that is unused will revert back to the donating employee's accumulated leave.

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

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

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

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

It is the responsibility of the employee that needs sick leave time donated to contact the Union President to obtain a Sick Leave Donation form. Upon obtaining the form/forms, the employee will then ask members of his/her department to assist with donation of sick leave.

The Union President or his/her designee will assist the employee by asking members of other departments for donation of sick leave. The Union President or his/her designee will turn in all necessary forms to the payroll clerk one (1) week prior to payday.

ARTICLE 27. VACATION LEAVE

- A. Employees will accrue vacation at the rate of five (5) hours per pay period for each two (2) weeks of service, based on twenty-six (26) pay periods per calendar year. Vacation leave will be scheduled by Agency seniority preference, regardless of classification, or rank.
- B. An unexcused absence will forfeit the vacation benefit for that period.
- C. Pay for accrued vacation may be obtained by an employee prior to leaving on vacation. An employee shall give two (2) week notice to the Director.
- D. An employee may carry over any or all vacation time, from one year to another, up to two hundred forty (240) hours. Any hours accrued above two-hundred forty (240) hours **will** be paid to the employee if circumstances prevented the employee from taking his/her vacation as requested by the employee. Employee shall provide documentation that leave was requested in a timely manner and denied.
- E. The employer shall pay an employee the full cash equivalent of accumulated and accrued unused vacation time, up to 240 hours, upon an employee's separation from service with the Employer.
- F. When a legal holiday occurs during an employee's vacation, that day will be charged as a holiday and not vacation.
- G. During the 11th month of every calendar year the employer will have a calendar that employees can choose one week of vacation, based on seniority. The calendar will then be placed on the dispatch floor for a first come first serve basis. At any time leave is requested, the employee shall submit the leave request two weeks in advance to the Director, who

shall reply within five days. The calendar shall be displayed in the dispatch room and the leave requests shall remain with the Director.

ARTICLE 28. FAMILY MEDICAL LEAVE

- A. The employer will comply with the Family and Medical Leave Act, by granting eligible employees up to twelve (12) weeks of FMLA leave, provided that an eligible employee has been employed by GCRDA for at least twelve (12) months and for at least 1,250 hours during that twelve (12) month period.
- B. Eligible employees shall be granted twelve (12) weeks of family and medical leave in accordance with the Family and Medical Leave Act. Family and medical leave shall be unpaid; however, an employee may utilize vacation, sick leave or donated sick leave while on family and medical leave.
- C. GCRDA shall require that a family and medical leave request based upon the employee's or a family member's illness be supported by the certification of health care provider.
- D. After the employee's annual unpaid family and medical leave has been exhausted, the employee may submit a request for an additional extended personal leave of absence to the Director.

ARTICLE 29. MILITARY LEAVE

- A. Military Leave with pay will be authorized for those employees who are members of the National Guard or Air National Guard of New Mexico, or any reserve unit of the Armed Forces of the United States, including the Public Health Service, for a period not to exceed 15 days in each calendar year for the purpose of training. This leave is in addition to other authorized leave when employees are ordered to active duty.
- B. All employees called to active duty in emergencies declared by the Governor or the President for short periods of time shall be granted military leave with pay not to exceed 15 days. A copy of orders must be attached to all requests for military leave.

ARTICLE 30. RETIREMENT LEAVE

- A. Employees may convert 50% of their accrued sick leave to early retirement leave provided it is taken immediately prior to retirement.
- B. Upon the death of an employee, all earned wages, accrued vacation, comp time and all the cash value of accrued sick leave, will be paid with reasonable promptness to the beneficiary of record of the survivors benefit.
- C. GCRDA will meet all requirements established by NMRHCA.

ARTICLE 31. FUNERAL LEAVE

- A. In the event of death in the immediate family, an employee may be allowed up to five (5) days funeral leave with pay. In the event of death of other family members, employee will be allowed three (3) days of funeral leave with pay. In the event the family member resided more than five-hundred (500) miles from Silver City, an additional two (2) days funeral leave with pay will be granted, verification of attendance will be required.
- B. "Immediate Family" shall include the following only: spouse or domestic partner, children, parents, grandparents, grandchildren, sisters, brothers, foster children, step children, and parents-in-law. "Other family member" shall include the following only: brothers-in-law, sisters-in-law, nieces, nephews, aunts, aunts-in-law, uncles, uncles-in-law, or other relative living in the household of the employee.

For purposes of this subsection "domestic partner" means two persons who are in an exclusive and committed relationship for the benefit of each other, where the relationship is the same as, or similar to a marriage relationship in the State of New Mexico; who share and have shared together

for twelve (12) or more consecutive months a common, primary residence; who are jointly responsible for each other's common welfare and share financial obligations; who are not married to someone else and are not a member of another domestic partnership; who are both eighteen (18) years of age; and who are not related by blood to a degree of closeness that would prevent the persons from being married to each other in the State of New Mexico.

C. Funeral leave without pay up to one week may be allowed to an employee to attend the funeral of someone not included in the immediate family or other family as defined above.

D. An employee may use accrued annual leave or compensatory time in lieu of leave without pay.

ARTICLE 32. JURY DUTY (LEAVE)

A. Employees will be granted leave with pay when subpoenaed to appear in a court of competent jurisdiction as a witness, or called to serve as juror by a court of competent jurisdiction. The employee will pay to GCRDA any witness or jury fees received.

ARTICLE 33. VOTING LEAVE

A. Employees who are registered electors will be granted two (2) hours with pay between the opening and closing of polls to vote on election days. The Director must grant this time off for voting if requested by employees registered to vote.

B. Voting time off with pay will not be granted to any employee whose normal work day begins more than two hours after opening of the polls, or ends more than two (2) hours prior to the closing of the polls. Time taken off for voting can be used for no other purpose.

ARTICLE 34. EDUCATIONAL LEAVE

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

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

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

D. Employees will be informed of training opportunities of which the Director or designee is aware. Notice shall be posted informing all employees of known training opportunities and/or scheduled training for employees. Employees may request, in writing to the Director or designee, the opportunity to attend training if the job requires such or such training will benefit the Employer by increasing the Employee's skills on-the-job.

ARTICLE 35. ACADEMIC INCENTIVE PROGRAM

A. If an employee has attained 35 hours from an accredited University and has a degree plan to complete his/her education in a field directly related to his/her employment with GCRDA and is registered and completes at least three (3) credit hours per semester, he shall receive compensation in addition to their base rate of pay for up to eighty (80) hours of completed class work at the rate of .50 per month per credit hour completed.

B. Unless a degree is required to fill the position, an employee shall receive compensation in addition to their base rate of pay as follows:

1. Associate's Degree in a field directly related to his employment shall be compensated at \$30.00 per month;

- OR-

2. Bachelor's Degree in a field directly related to his/her employment shall be compensated at \$50.00 per month;

- OR-

3. Master's Degree in a field directly related to his/her employment shall be compensated at \$ 62.50 per month;

- OR-

4. Ph.D. in a field directly related to his/her employment shall be compensated at \$75.00 per month;

5. The above (a,b,c,d) shall not be combined.

ARTICLE 36. LONGEVITY PLAN

A. Employees with over five (5) years of continuous service with GCRDA shall be compensated with an additional \$50.00 per month which shall be calculated into the employee hourly rate which is equal to 0.576 cents per hour.

B. Employees with over 11+ years of continuous service with GCRDA shall be compensated with an additional \$100.00 per month which shall be calculated into the employee hourly rate which is equal to 0.865 cents per hour.

ARTICLE 37. INSURANCE

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

ARTICLE 38. MILEAGE

Any employee required to use his/her personal vehicle for agency business will be paid mileage at the rate set by the GCRDA Board.

ARTICLE 39. MANAGEMENT RIGHTS

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

B. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and right of the Employer shall include the following provided that no right enumerated herein shall

be exercised or enforced in a manner contrary to or inconsistent with the provision of this Agreement.

1. To direct and supervise all operations, functions, and policies of the Employer in which the employees in the bargaining unit are employed.
2. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereto.
3. To establish, revise, and implement standards for hiring, classification, and promotion, quality of work, safety, materials, uniforms, appearance, equipment, methods, and procedures. It is jointly recognized that the Employer must retain broad authority to fulfill and implement its responsibilities and may do so by written work rule, existing or future.
4. To implement new, and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.
5. To assign and distribute work.
6. To assign shifts, workdays, hours of work, and work locations.
7. To determine the need for and the qualifications of new employees, transfers, and promotions.
8. To discipline, suspend, demote or discharge an employee for just cause.
9. To determine the needs for additional education courses, training programs, on-the-job training and cross training, and to assign employees to such duties for periods to be determined by the Employer.
10. To take any and all actions as may be necessary to carry out the mission of GCRDA in situations of civil emergencies as may be declared, provided that no right enumerated herein shall be exercised or enforced in a manner contrary to or inconsistent with the provision of this Agreement.
11. The employer shall have absolute discretion to determine whether or not an employee of GCRDA who holds a position that is not within the bargaining unit is eligible to apply for in-house vacancies or newly created positions.

C. The GCRDA Board has the sole authority to determine the purpose and mission of the Agency and the amount of budget to be adopted hereto.

ARTICLE 40. MANAGEMENT RESPONSIBILITIES

- A. Within three months of the effective date of this Agreement, Director shall establish a set standard for the qualifications of hiring, classification, and promotion of employees. The Employer agrees to meet and confer in good faith with the Union through the Labor/Management Committee, prior to finalizing and implementing these standards.
- B. An Interview Board will be established in the Agency for positions within the Bargaining Unit. The Interview Board will consist of members of the Agency with representation appointed by the Employer. The interview Board will have representation of Management, rank and file employees and at least one (1) Union member. The rank and file board position will be determined by the Management and Union Board Members. The subsequent decision of the Board's joint rank and file appointee will be final and binding. It is recommended similar-classified employees of outside agencies be utilized for objectivity
- C. The Employer will establish, revise and implement standards of quality of work, safety materials, uniform appearance, equipment, methods and procedures. It is jointly recognized that the Employer must retain broad authority to fulfill and implement its responsibilities and may do so by written work rule, existing or future. These rules will be written and posted.
- D. The Standard Operating Procedures Manual will be updated within six (6) months of the signing of the Agreement, and a copy provided to each employee, if applicable.
- E. No rule, regulation or Agency policy shall be in conflict with the Agreement.
- F. The Employer will be responsible for keeping the employees informed of Agency policy and work rules.

ARTICLE 41. OVERTIME

- A. Employees will be paid at the rate of time and one half (1 ½) for:
 - 1. All hours worked in excess of forty (40) hours per week; or
 - 2. All hours in excess of eight (8) hours per day, or twelve (12) hours per day when the employee is working 4 days at 12 hours per day.
 - 3. The employer agrees that it shall not adjust the employees schedule to avoid overtime
- B. For the purpose of computing overtime, when an employee is scheduled for vacation he will not be called in on his/her day off or vacation during the week, except for court.
- C. The Employer will post a voluntary overtime list by classification and seniority order within the Agency. Each employee will be allowed to sign up for overtime within a specified time after posting. Employees who have signed up for voluntary overtime will be assigned overtime in order of seniority on a rotating basis. If the above procedure has been followed and no employee on the list is available for overtime work, overtime will be assigned in reverse order of seniority and the employee will be required to work the assignment. The Director may meet with the Shop Steward each January and July to review equalization of overtime policies. This provision shall not apply to overtime which cannot be reasonably anticipated in advance or for training assignments or for special assignments where specialized training or expertise is required.

ARTICLE 42. COMPENSATORY TIME

- A. An Employee may elect to receive comp time (at the overtime rate) in lieu of cash payment for overtime, however, comp time in lieu of cash payment may not be awarded unless it is approved by the Director.
- B. No Employee shall be awarded more than eighty (80) hours of compensatory time in lieu of cash payment for overtime during any calendar year nor shall any employee be allowed to accumulate more than eighty (80) hours of comp time. Any overtime hours worked in excess of these limits shall be paid as over time.
- C. All comp time must be used within ninety (90) days of the date it is earned. If comp time is not taken within ninety (90) days of the date it is earned, the Director shall direct the payroll clerk to pay that comp time as over time pay on the next regular pay check. An employee shall be permitted to take comp time off within a reasonable period after making the request if the time off requested does not unduly disrupt the operation of the Agency.
- D. An employee shall be required to use all accumulated comp time before taking annual leave.

ARTICLE 43.HOLIDAY PAY

- A. Legal holidays are as follows:

New Years' Day	Veteran's Day
Martin Luther King Jr.	Thanksgiving Day
Good Friday	Day after Thanksgiving (In lieu of Lincoln's Birthday)
Memorial Day	Christmas Eve (In lieu of Washington's Birthday)
Independence Day	Christmas Day
Labor Day	New Year's Eve

*Employer will provide a list of the actual dates for each holiday by the first pay period of each year.

One (1) Personal Holiday per year.

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

C. If a holiday falls on the employee's day off, the employee will receive the last work day prior to the day off, or the day following the day off as his/her holiday, whichever is closer, provided it does not create manpower shortages. If an employee is required to work on his/her holiday, due to manpower shortages, the employee will be compensated at 1.5 times his/her regular hourly rate as holiday pay.

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

ARTICLE 44. PROMOTIONS AND TRANSFERS

A. Employees in the bargaining unit will be given first consideration for filling vacancies, promotions, transfers or assignments within the bargaining unit.

B. Selection for promotion or transfer will be made on basis of experience, training, skills, job performance and other abilities, as well as test scores, where applicable. Where these are equal among candidates, seniority in the department will be the deciding factor.

C. GCRDA agrees that when there is a vacancy a notice of such vacancy will be posted on the appropriate bulletin boards for a period of seven (7) days. In cases where a promotional testing list exists, vacancies will not be posted but selection will be made from the list. All circulars will be made available to the Union President.

D. An employee who applies for a position and does not meet the stated criteria/qualifications will, upon written request, be given appropriate written reason(s) why the applicant was not qualified. The reasons shall be returned to the applicant within fourteen (14) working days from a Monday to Friday eight-hour work-week after the written request has been made. The written reason(s) is intended to be instructional for the applicant.

E. When an employee who holds a position within the bargaining unit is promoted to a position that is not within the bargaining unit, the promoted employee is no longer within the bargaining unit and is no longer entitled to rights under this Agreement, including union representation.

F. When an employee is promoted to a position within the bargaining unit, the employee will serve a sixty (60) day promotional period. Based upon the evaluations of the immediate trainer, the supervisor will determine if the employee's performance is satisfactory or not. If the employee's performance is not satisfactory, the employee will be transferred back to his/her prior position without break in classification seniority.

ARTICLE 45. TEMPORARY UPGRADE

A. Selection for temporary upgrade assignments for positions within the bargaining unit will be made from among qualified employees within the work unit by general and/or classification seniority. If an employee resigns his/her temporary upgrade position, the employee will be disqualified from bidding for one (1) year.

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

C. Telecommunicators who are assigned to act in the capacity of trainers or instructors shall be considered as being in a temporary upgrade.

D. A temporary upgrade shall only be for a period of one year or less and shall be compensated at a rate of fifty cents per hour (0.50) above the Employee's regular rate.

After being upgraded for the year period, the same employee may not be marked up into the same position again for a six month period.

E. When an employee holding a position within the bargaining unit is temporarily upgraded to a position that is not within the bargaining unit, the employee shall remain a member of the bargaining unit during the temporary upgrade.

ARTICLE 46. SAFETY AND HEALTH

- A. No GCRDA employee shall be required to perform work which is hazardous to their health or safety. An employee's refusal to perform hazardous work shall not justify any disciplinary action. No employee shall suffer loss of pay or privileges as a result of an action taken under this section. In cases where the employee disputes the existence of a hazard, the employee shall have the right to continue to refuse the work in question until the dispute has been settled by the Union Management Committee.
- B. Safety equipment required by the Employer will be furnished and maintained by the Employer, except safety prescription glasses. Safety prescription lenses will be provided by the employer every other year.
- C. No employee will be required to work with equipment that is not up to safety standards.
- D. Critical Incident Stress Debriefing. The Employer shall provide employees, if requested, appropriate and adequate Critical Incident Stress Debriefing [hereinafter referred to as "CISD"]. CISD is to be used for critical job-related incidents including, but not limited to, mass casualty, riots, work peer suicide, serious work injury, and/or work related death of co-worker. Such CISD shall include, when appropriate, initial debriefing, individual and group therapy and/or counseling, and/or follow-up. All debriefings and other CISD sessions shall be strictly confidential. Where Workers' Compensation benefits are available for an employee injury, this Section, if otherwise applicable, may be used to provide reasonable supplemental treatment not provided by Workers' Compensation.

ARTICLE 47. GCRDA BOARD MEETINGS

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

ARTICLE 48. COMPENSATION

A. No earlier than one hundred and twenty (120) days prior to the anniversary date of adoption, either party may notify the other in writing of its desire to re-open this Agreement, provided such re-opener shall be limited to Compensation and one (1) other article. Upon such notice given, the duly authorized representatives of the parties shall meet for the purpose of negotiating with respect to said matters. All other provisions of this Agreement shall remain in full force and effect during any reopening.

ARTICLE 49. WAGES

- A. The GCRDA Board has adopted a Resolution in accordance with PERA guidelines adopting the most recent provisions of Section 10-11-5, NMSA in which the employer pays 75% of the employee's contribution to PERA.
- B. GCRDA Employees required to work shift work will be compensated an additional monetary rate for evening and night shift. The additional compensation shall be as follows:

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

ARTICLE 50. WORK HOURS

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

ARTICLE 51. CONSECUTIVE SHIFTS

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

ARTICLE 52. LUNCH PERIODS

- A. The Employer will give the employee an unpaid lunch break of one half (1/2) hour or one (1) hour, to be determined by the Director, or:
 - 1. Employees on a continuous work schedule will receive a half (1/2) an hour paid lunch period subject to call out and availability of relief.
- B. A meal period of twenty (20) minutes with pay will be allowed to all employees required to work more than two (2) hours beyond their regular shift with one break provided by the employer.

ARTICLE 53. REST PERIODS

Employees will receive one (1) fifteen-minute rest period during each one-half (1/2) shift, subject to call out in an emergency and availability of relief. The Director shall make all

reasonable efforts to schedule employees in a manner that insures that relief is available. Employees who choose not to take breaks will forfeit these rest periods.

ARTICLE 54. SHIFT PREFERENCE

Shift preference will be given by seniority within the agency, if a vacancy exists and the shift preference requested does not violate any other county policies. All shift assignments are subject to approval by the Director. Requests shall not unreasonably be denied.

Employees shall be allowed to trade shifts provided there is twenty-four (24) hour notice upon the Director or Designee approval. The director will respond within two (2) hours. Requests will only be denied for operational reasons.

ARTICLE 55. CHANGE IN WORK HOURS

GCRDA Work Schedules, showing the employees shifts, workdays and hours, shall not be changed, unless the employees receive notice in writing, five (5) days prior to the commencement for the new work schedule. If any affected employee is on days off or leave of any type when the schedule is changed, the Director or designee shall make at least (2) two attempts to contact the employee by telephone and document such attempts (successful or unsuccessful). In the event of an Agency/General emergency, the Director may, without notice, change the employee's work schedule. Such an emergency shall be supported by appropriate circumstances/documentation.

ARTICLE 56. CALL-IN GUARANTEE

An employee called back to work, in addition to his/her normal work schedule, will be guaranteed for each such call-in a minimum of two (2) hours pay and shall be compensated for all such time at a rate equal to one and one-half (1 ½) times his/her regular pay. Time worked will be computed from the time the employee is contacted but shall not exceed thirty (30) minutes travel time.

ARTICLE 57. STANDBY STATUS

A. An Employee assigned to standby status (and not called out) will receive four (4) hours of straight time pay for each twenty four (24) hour period or portion thereof. Such period shall start at the time the employee begins his/her standby status. An employee who is called in while on standby status will receive, in addition to the standby pay, overtime for any hours worked.

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

B. It shall be the responsibility of the employee placed on standby status to keep his/her supervisor informed as to where he can be reached. Standby time shall not be considered time worked for the purpose of computing overtime payment.

C. Employees on standby status will be given reasonable amount of prior notice.

ARTICLE 58. TERM OF AGREEMENT

A. The terms and conditions of this Agreement shall continue in full force and effect commencing on board approval and terminating June 30, 2014. Either party may request to open negotiations for wages only by the end of March 2013. Should either party to this Agreement request the opening of negotiations, this Agreement and the conditions herein will continue in effect until new agreement is reached.

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

ARTICLE 59. UNION RIGHTS

Employees, other than employees in positions excluded by PEBA may form, join or assist a labor organization for the purpose of collective bargaining through representatives chose by public employees without interference, restraint or coercion and shall have the right to refuse any such activities.

ARTICLE 60. UNION ACTIVITIES

- A. No Union member or officer shall conduct any Union business on Employer time or Employer premises unless authorized by the Employer.
- B. The Employer agrees to recognize two (2) shop stewards from the Agency to represent the employees of the bargaining unit. The Union agrees to notify the Employer, in writing, of the duly accredited representative of the Union, immediately upon his/her election or appointment.
- C. The Employer agrees to permit elected union officials or stewards to have access to the Employer's premises for the purpose of adjusting grievable matters prior to the filing of a formal grievance, provided that such representative obtains advance permission from the Director notifying them of the reason for his/her presence and does not interfere with the Employer's operations.
- D. The Local Union officers/stewards may be granted up to four (4) days off, with pay, to attend training workshops offered by the Union. The officers or stewards allowed to attend such seminars will bear their own expenses.
- E. Beginning on the 5th day of January of the year in which the Agreement terminates, the Employer and Union agree to meet and renegotiate the terms and conditions of employment. Notice of the opening of negotiations must be made by either party requesting the opening of negotiations no later than December 5th of the year prior to the termination of the Agreement.
- F. The employer shall allow the Union President or his/her designee time off from their regular duties for the purpose of negotiating a successor agreement. The employer shall also allow two (2) members of the bargaining unit time off from their duties without pay (or as agreed to by the "Ground Rules") for the purpose of negotiating a successor agreement.
- G. The Employer agrees to allow space on its bulletin boards for Union notices and communications. The items posted shall not be political or partisan in nature. All materials shall be signed by an officer of the Union.

ARTICLE 61. MEMBERSHIP DUES DEDUCTIONS

- A. OPEN SHOP- Membership or non-membership in the Union shall be the free, independent choice of each member of the bargaining unit. Union membership shall be defined as the tender of regular specified dues as required by the Union as a condition of acquiring and retaining membership.
- B. The duty of the Employer to honor membership dues deduction authorizations shall continue until the Employee instructs the Employer and the Union in writing to end such deduction, as long as such Employee instruction to end membership is made before or on the last day of the 26th pay period of any year that this agreement is in effect. The Employer agrees to notify each new employee upon employment that the Union is recognized by the Employer as the exclusive representative for employees in the bargaining unit.

- C. Upon receipt of a written, signed authorization the Employer will deduct, in this manner provided by law, Union dues and assessments from wages of employees working under this Agreement. The amount so deducted shall be mailed to the Union each month.
- D. The Agency (or fiscal agent) agrees to deduct AFSCME PEOPLE payroll deduction from the pay of Union members upon receipt of a voluntary written authorization from the employee. Voluntary PEOPLE check off may be canceled at any time. The procedures applicable to dues deductions shall apply to PEOPLE deduction.

ARTICLE 62. THIS ARTICLE LEFT INTENTIONALLY BLANK

ARTICLE 63. USE OF E-MAIL, TELEPHONE AND FAX

Union Stewards shall be permitted the use of e-mail, telephones (including cell phones) and fax machines (local calls only), to communicate with AFSCME Representatives. Communications shall be brief and infrequent, made during designated break periods and shall not interfere with GCRDA operations. Cell phones shall not be used in the dispatch room.

ARTICLE 64. BULLETIN BOARDS

GCRDA shall provide space for union a bulletin board in an area accessible and frequented by Bargaining Unit Employees. Bulletin boards must be similar in size and style as currently exists in GCRDA facilities. Bulletin boards used by the Union may be secured with a lock and the Union shall designate up to three officers as custodians of the keys to the bulletin boards. The names of the three officers will be provided to the Department Director. Bulletin boards shall be limited to the posting of notices concerning union businesses 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 decision affecting public employee labor relations; and notices or announcements pertaining to the activities of the Chapter, State or National Association.

ARTICLE 65. MEETING SPACE

A Union staff member or union officer may request use of meeting rooms during normal business hours at GCRDA facilities to conduct union business pertaining to investigations or the filing of a grievance with employees in the bargaining unit. GCRDA employees attending union meetings during normal business hours will be on authorized leave status or normal scheduled time off. GCRDA shall not discriminate against union members attempting to use meeting room facilities. The Union shall attempt to reserve meeting rooms by providing at least forty-eight (48) hours notice to the appropriate supervisor or office. GCRDA shall not interfere with the rights of employees and the Union to meet on matters related to the investigation or filing of a grievance. The Union shall attempt to reserve meeting rooms by providing at least seven (7) days notice. A request for use of meeting rooms by bargaining unit employees must be submitted to the GCRDA Director or office head or designee for approval. The Office head or designee shall respond to the person requesting the room no later than two (2) business days after the request is submitted.

ARTICLE 66. PUBLICATION OF AGREEMENT

- A. The Employer agrees to furnish each represented employee with an electronic copy of this Agreement and any other Agreement reached within 60 days. Each employee is responsible for becoming familiar with any and all effective Agreements.
- B. Each new represented employee will be provided with an electronic copy of this Agreement. The Union shall be provided with a reasonable number of electronic agreements.
- C. The union representative will be provided a true and correct copy.

ARTICLE 67. RENEWAL OF AGREEMENT

This collective bargaining agreement shall be automatically renewed from year to year after unless either party notifies the other in writing within one hundred twenty (120) days prior to its termination that it desires to modify or amend in any manner the parties' agreement. A party wishing to modify or amend the agreement may submit initial proposals to the other party within the 120 days period prior to its expiration. Negotiations shall commence within thirty (30) days after a party submits its initial proposals or on a mutually agreed upon time.

ARTICLE 68. TERMINATION

This Agreement shall be effective as of the date above first written, and shall be binding upon the Employer, the Union and members of the bargaining unit and shall remain in full force and effect through June 30, 2014.

