



AGREEMENT BETWEEN  
THE DOÑA ANA COUNTY, NEW MEXICO  
AND  
THE AMERICAN FEDERATION OF STATE,  
COUNTY OF MUNICIPAL EMPLOYEES;  
NEW MEXICO COUNCIL 18,  
LOCAL 1529 AFL-CIO  
DETENTION CENTER

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**Article 1 - Authority**

1. This agreement (hereinafter referred to as the "Agreement" or "Collective Bargaining Agreement") is entered into between the County of Doña Ana County (hereinafter referred to as the "Employer" or "County"), and the County employees in the Doña Ana County Detention 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"), in accordance with the provisions of Doña Ana County Ordinance No. 215-04.

2. Doña Ana County Ordinance No. 215-04 was enacted to guarantee County employees the right to organize and bargain collectively with their Employer, to protect the rights of the Employer and the employees and to promote harmonious and cooperative relations between the Employer and the employees; and to acknowledge the obligation of the Employer and the employees to provide orderly and uninterrupted services to the citizens.

**Article 2. Recognition**

1. Pursuant to applicable law, the County recognizes AFSCME 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 actions.

2. The County shall honor the lawful exclusive representative status granted to AFSCME by not engaging in, or encouraging employees to negotiate with any other labor organization attempting to establish itself as a representative of bargaining unit employees. Exceptions to this clause may apply in the event of employees pursuing litigation against the County in which they are represented by private legal counsel.

**Article 3. Management Rights**

1. Unless limited by the provisions of this Agreement or by other statutory provision, and as clearly and specifically stated under County Ordinance No. 215-04, the Employer'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 public employees;
- B. To determine 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 employer in emergencies; and

- D. Any rights not specifically limited by a collective bargaining agreement or by the Public Employee Bargaining Act.

#### **Article 4. Union Rights**

##### **1. Right of Access**

- A. Union staff representatives and employees who are officers of the Union and/or job stewards shall have reasonable access to work areas for the purpose of conducting union business. It is understood that such representatives and officers will not disturb or interfere with the work of employees or other County operations while visiting County facilities. Representatives shall notify the front desk or supervisor about their presence on County facilities and shall follow security procedures that may be required.
- B. The Union has the rights specifically delineated in this Agreement and the right to represent the interests of employees in the bargaining unit.

#### **Article 5. Contracting Out**

1. Unless otherwise provided by law, the County recognizes the integrity of the bargaining unit and will use bargaining unit employees to perform bargaining unit functions in preference to contracting out County work. However, it is the prerogative, right and responsibility of the County to determine the work that is to be performed by an employee, a contractor or members of this bargaining unit. In the event the County proposes to use non-bargaining unit individuals to perform bargaining unit work, 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.
2. The County will inform the Union, in writing, about the kind of work it would be contracted out and the approximate duration of the project.
3. The County is committed to use contracting out on a case-by-case basis and according to specific needs as demanded by specific projects. 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.
4. Any jobs that are currently contracted out by the county may continue to be contracted out in the same manner.

#### **Article 6. Lay Offs – Reduction-In-Force**

1. **Separation.** An employee is subject to separation by layoff due to a shortage of County funds, elimination of positions and elimination of work.
2. **Notice.** When a department anticipates a layoff for any of the above reasons, the Human Resource Department shall provide notice to the Union and the incumbent employee(s) at least thirty (30) days in advance of the effective date of the layoff.
3. **Order of Layoff.** Employees will be laid off based on seniority, with the least senior employee being laid off first. The criteria for implementing a layoff shall be:
  - A. Seniority with the County;
  - B. Seniority in the Department being affected by a layoff;
  - C. Seniority with a particular job; and
  - D. Drawing of lots.
4. A classified employee scheduled for layoff may be assigned to another position provided:
  - A. His/her current work status is satisfactory or above average.
  - B. He/She meets the qualifications for the position, or can be trained to meet the qualifications of the position within a six-month time period.
  - C. He/she agrees to accept the pay offered by the other position.
5. Employees who transfer out of the bargaining unit to accept other positions within County government may return to their former position within three hundred and sixty five days (365) without any loss of seniority.
6. Each Department Director shall maintain a seniority list provided by HR for members of the bargaining unit. The seniority list shall state the employee's hire date with the County and the total number of years, months and days the employee has served the County.
7. The department seniority list shall be posted in the department's bulletin board and/or lunch room in a visible area. At the request of the Union a Department Director shall provide any information pertaining to the seniority list.

#### **Article 7. Sick Leave**

1. A non-temporary employee in a classified position shall accrue sick leave at the flat rate of 4.00 hours per pay period. There shall be no limit to the amount of sick leave that can be accrued during the time of an employee's service with the County.
2. Sick leave may be requested when it is used for an illness or injury which prevents the employee from performing the duties of his position; when the employee is needed for care

of immediate family member who has an illness or injury; or for preventative medical, vision, dental or mental health care for the employee or members of the employee's immediate family, as outlined in Bereavement Leave. The FLSA non-exempt employee's immediate sick leave shall be reduced accordingly in actual time, or pay reduced if the employee has no accrued sick leave hours. The FLSA exempt employee will not be required to use accrued sick leave providing that they have worked a minimum of 40 hours for the work week.

3. Sick leave for sudden illness or injury shall be requested by the employee to his supervisor as soon as possible, but the employee will make every effort to report it no longer than one (1) hour after the beginning of the employee's work shift.
4. The Elected Official/Department director or other supervisor may require a physician's certification of the existence of a medical condition necessitating the employee's absence from work after the third consecutive working day. Employee being required to produce a physician's certificate upon return to work on the 4<sup>th</sup> day will be on paid time and non-paid time if they return to work on the fifth day or longer. If abuse of leave, is reasonably suspected by the Elected Official/Department Director, the supervisor or designee may request a physician's certificate at any time. The physician's certificate may be requested, prior to the anticipated absence, during the absence or upon the employee's return to work.
5. When a pattern of sick leave develops, such as the repeated requests for sick leave on the day before and/or the day after the employee's days off, this may be considered abuse of sick leave and the Elected Official/Department director or other supervisor may deny utilization of such leave, provided advanced notice of such pattern has been discussed with the employee and documented with the Human Resources Department. Nothing contained in this section shall preclude the Elected Official/Department Director from taking disciplinary action should the pattern continue.
6. When an employee is requested to present a medical certificate, the supervisor shall not request information that is legally protected under the Privacy of Medical Information Act. The note or certificate should be limited to a statement from the employee's physician indicating the date when the employee started treatment, and the approximate date of return.

#### **Article 8. Conversion of Vacation for Contribution to Another's Sick Leave**

1. Upon submission in writing to the Human Resources Director, an employee may contribute vacation or sick leave to be converted and used by another County employee. Vacation leave can be submitted and used on a dollar for dollar ratio of hours, while sick leave must be donated on a 2:1 ratio. To be eligible for this provision, an employee must demonstrate, to the satisfaction of the Elected Official/Department Director, that the lack of accrued sick leave is not the result of abuse of sick leave.
2. Contributed vacation or sick leave hours shall be transferred from one employee to another in hourly increments, based on the respective value of the hours contributed and received.
3. The recipient employee shall not received more sick leave hours than necessary to cover the absence from work based on the illness or injury for which the leave was donated, nor may the

receiving employee convert or cash out donated sick leave hours. Any excess leave donated shall be credited back to the vacation leave balance of the contributing employee, unless the employee's accrued vacation leave is at the maximum, at which point it shall be forfeited.

4. Employees will be required to have 800 + hours of accrued sick leave in order to donate sick leave to another employee per section 1, 2 & 3.
5. Donated leave will be donated only to employees with a serious illness as defined by FMLA.

#### **Article 9. Authorized Leaves**

- 1 - Leave for County Business - Leave with pay may be authorized for an employee to attend an official meeting for the good of the County as reasonably determined by management or to conduct the County's business at a location other than the employee's normal worksite.
  - A. Leave with pay will be granted to one union officer as selected by the Union for the following reasons and under the conditions cited:
    - a. Attendance at a disciplinary hearing when requested by a Union Officer 36 hours in advance of the hearing.
    - b. A grievance hearing when requested by a Union Official 24 hours in advance of the hearing.
  - B. Meetings scheduled between the Union and the County at the County's request.
  - C. Leave with pay may be granted to one union officer as selected by the Union if earned compensatory time or vacation time is available for the following reasons and under the conditions cited:
    - a. Labor Board meetings where Union charges or other matters affecting the Union or the County will be heard.
    - b. The Union President may be granted leave if the above mentioned leave is available to facilitate positive labor/management relations between employees and the County;
    - c. The Union President and the County may attempt to schedule this leave in a manner that limits the amount of overtime needed to staff the Union Officers post assignment.
    - d. If a Union Officer is assigned to a post that permits the scheduling of "flex-time" to accommodate the Union Officers assignment to Union responsibilities, the Union Officer and Union Officer's supervisor may implement this arrangement upon mutual agreement.
- 2 - Leave to Vote
  - A. Employees who are registered electors shall be granted up to two (2) hours with pay between the opening and closing of the polls to vote on election days, provided the employee's work day does not begin more than two (2) hours after the polls are open or ends more than three (3) hours before the polls close. A request for this leave should be made at least three (3) days prior to the election date with the Elected Official/Department Director in order to allow adequate time to make arrangements for full department coverage.

### 3 - Military Leave

- A. Consistent with NMSA 1978, §20-4-7 and applicable federal law, the County shall grant military leave of absence for up to fifteen (15) days when a non temporary, County employee is a member of an organized unit of the National Guard; Army; Air Force; Navy; Marines or Coast Guard reserves, and is ordered to duty. The employee taking military leave shall not be required to first use vacation or sick leave and other benefits and position status will continue as required by law.
- B. The employee shall provide their Elected Official/Department Director with copies of the military orders and request military leave at least twenty (20) days in advance of the duty requirements, or as soon as the notice is given to the employee, whichever is sooner.

### 4 - Leave under Workers' Compensation

- A. 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.

### 5 - Leave under the Americans With Disabilities Act

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

### 6 - FMLA Leave

Family leave will be taken in accordance with the Federal Family Medical Leave Act.

### 7 - Personal Leave

- A. Employees shall be credited with one (1) day of personal leave on July 1 of each year. The Number of hours granted for an individual employee's personal leave shall be consistent with the normal number of hours worked by that employee per 24 hour period, excluding overtime. The day taken will be equivalent to one regularly scheduled workday at time of request. Personal leave is subject to the approval of the employee's supervisor, which shall not be unreasonably withheld. Personal leave shall not be cumulative from year to year so that unused personal leave at the end of a fiscal year is forfeited.

### 8 - Jury Duty, Administrative Leave and Arbitrations

- A. Leave of absence with pay shall be granted to employees for time spent in jury duty or if the employee is subpoenaed as a witness in County-related court proceeding, administrative hearing, or formal disciplinary hearing/meeting with County officials. Employees who are dismissed from jury duty or as witnesses under any procedures listed in the section will be expected to return to work for the balance of their scheduled workday. Any witness or juror compensation fee delivered to the employee shall be deposited with the Finance Department.

### 9 - Bereavement Leave

- A. Employees in the bargaining unit shall be granted paid bereavement leave, not to exceed 40 hours of work time, on account of the death of any member of the employee's immediate family. For the purpose of this section, the immediate family is defined as the spouse, child, parents of the employee or spouse,

grandparents of the employee or spouse, grandchildren, brother, sister, brother-in-law, sister-in-law, other persons who may have raised an employee other than his parents.

### 10 - Compensatory Time "Cash Out"

- A. Classified employees shall be allowed to cash out any amount of accrued compensatory time, at the time of separation of employment due to retirement, resignation, or discharge. The employee will be paid this leave at their current rate of pay at the time of separation with the county.

### 11 - Administrative Leave

- A. The county manager may place an employee on leave with pay for good cause which is in the best interest of the County. This type of leave is to be used sparingly and on rare occasion. For example, it may be used to remove an employee from the workplace pending an investigation into allegations of serious misconduct, where to allow the employee to remain on duty would pose a breach to security or otherwise not be in the best interest of the County. This may not be the only instance where administrative leave is in the best interest of the County. Employees who are on paid administrative leave must be accessible to the Elected Official/Department Director during regular business hours, and shall be available to be called in to the office.

### Article 10. Vacation Leave

1. An employee shall accrue vacation as follows:

Continuous Service	Accrual Bi-Weekly	Accrual Yearly
0 to 36 months	3.077	80
37 to 60 months	4.077	106
61 to 84 months	4.615	120
85 to 120 months	5.077	132
121(+) months	6.153	160

2. Vacation time can be accrued up to 300 hours. All time in excess of 300 hours will be lost, unless an employee has been denied requested vacation time in which case he will be given an opportunity to reschedule and utilize his vacation accruals above 300 hours as specified in the paragraph below. Classified employees shall be compensated in cash at their regular rate of pay for any accumulated but not used vacation leave of up to 300 hours when they are permanently separated from the County.
3. Vacation leave can be used in addition to sick leave for the purpose of attending physician appointments and follow-up treatment provided the employee provides at least 24 hours notice. Less notice may be provided if an emergency exists. It is the responsibility of the employee to manage their vacation time to ensure scheduling allows for requested leave.
4. Employees who request in writing no later than 1 month prior to time forfeiture, may be granted an extension by the County Manager to take the leave at an agreed upon date.

#### Article 11. Leave of Absence Without Pay

1. The County Manager may grant leave without pay for either a short term or a long-term period for good cause shown and provided the employee is in good standing. Good cause may include sabbatical, education, medical, family problems or Union business. Requests for leave without pay to accept other employment shall not be considered good cause. All requests for leave without pay are subject to the following:
  - A. The employee shall be returned to the same or a similar position, if the employee returns to work within three (3) months of the day from effective date of the leave.
  - B. The county shall attempt to reemploy an employee returning from leave without pay after three (3) months in a similar position of which the employee is qualified, if the employee's position is no longer available.
2. Absence without approved leave is subject to disciplinary action by the County. It may also result in the loss of pay. Absence without approved leave for two (2) consecutive workdays shall be considered job abandonment by the employee and is considered just cause for termination.

#### Article 12. Holidays

1. Holidays, shall be paid to the employee for eight (8) hours on the day of the holiday if the employee is scheduled off. If a full time employee is scheduled to work a holiday, the employee will be compensated two (2) times their regular hourly rate for all hours worked on the holiday. Holiday hours and pay are in addition to hours worked and are not considered in calculating overtime.
2. Paid holidays shall include the BOCC approved holidays.
3. In order to receive holiday pay for a designated legal holiday, employees must be in a work or approved paid leave status on their scheduled workday (workday = 8, 10, or 12 hour day) immediately preceding and following the holiday. An employee absent without approved paid leave on their scheduled workday before or after a holiday will not receive Holiday Pay for that holiday.

#### Article 13. Performance Appraisal

1. All bargaining unit employees shall be given an evaluation of their job performance every twelve (12) months. Nothing herein shall preclude the County from giving special performance evaluations at any time.
2. During the promotional training period an employee will be given periodic feedback, which may include written evaluations.
3. The original copy of the completed evaluation form and written rebuttal shall be forwarded to the Human Resources Department for procedure verification and placement in the employee's personnel file.

4. Both the supervisor and the employee may retain a copy of the evaluation for normal business use.
5. The performance appraisal states specific duties and responsibilities with a weighted score that cannot be changed by a supervisor.
6. Employees who receive an overall appraisal of .59% or less will be informed of the specific areas of deficient performance and steps for improvement. The employee may submit a rebuttal within 10 work days or mutually agreed upon time. The time extension will be in writing signed by the supervisor, employee and department head.
7. A failing appraisal maybe appealed to the Department Director and/or the Human Resources Director making the decision final.

#### Article 14. Non-Discrimination

1. The County and AFSCME 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 protected class.
2. 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 15. Information of Employees

- 1- Employee Information
  - A. The County shall provide the Union with the following information in a quarterly report listing all bargaining unit employees. The name, job title, assigned salary, office or department, and work shift. The report can be submitted in electronic or paper format. The County shall also provide to the Union a list of all new hires in the preceding quarter, a list of all employees who retired, resigned or otherwise separated from the County in the preceding quarter.
  - B. Union shall be entitled to request and receive from the County in a timely manner, any information the Union may be entitled to as an exclusive collective bargaining representative and under the Federal and State Public Information Act statutes.

#### Article 16. Dues Deductions

1. During the life of this Agreement and upon receipt of a voluntary authorization for dues deduction card, The County will deduct from the pay of each employee who has executed an authorization card, membership dues levied by the Union in accordance with its dues structure. The Union will provide dues deductions and termination cards. Termination cards must be signed by the Union President. An employee wishing to terminate his/her dues may do so in the thirty-day period commencing the second anniversary of the current agreement between the County and the Union.
2. The County agrees to forward to AFSCME Council 18 all dues withheld pursuant to valid authorization cards. Dues withheld for each payroll period will be forwarded to the

person/office designated by the AFSCME Council 18 Executive Director. AFSCME will inform the County as to who the designated person/office is.

3. The Union shall indemnify and hold the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or as a result of the County's compliance with this section.
4. Employees promoted to a position outside the bargaining unit will be automatically withdrawn from the union/bargaining unit by personnel action of the Department of Human Resources.
5. Dues will begin the first full pay period after an employee's one year probation period is completed.
6. Dues will be set at one amount per year.

#### **Article 17. Disciplinary Actions**

1. The County in general shall subscribe to the tenets of discipline for just cause and progressive discipline when assessing disciplinary action against bargaining unit employees. The County is further committed to apply disciplinary actions in a fair, consistent and nondiscriminatory manner.
2. Progressive discipline means that the level of discipline shall be implemented from minor to more severe depending on the circumstances, facts, and mitigating factors of each particular case. This process may include counseling, verbal warnings, written reprimands, suspension without pay ranging from one to thirty days depending on the severity of the infraction, and termination from County employment. The level of discipline to be assessed shall be the responsibility of the County on a case-by-case basis.
  - A. The County reserves the right to investigate allegations of employee misconduct and/or poor performance.
  - B. An employee may be placed on administrative leave with pay, if appropriate, during an investigation of alleged misconduct.
  - C. During an investigation, no documentation related to the matter will be placed in the employee's official personnel file until the investigation is complete.
  - D. All bargaining unit employees have the legal right to be represented by a steward or Union staff representative or by a union officer at any phase of an investigation against the employee that may lead to disciplinary action.
  - E. Prior to the imposition of discipline other than verbal or written reprimand or warning, the employee will be provided, in writing, "Notice of intent to Discipline" containing the main allegations that form the basis for the recommended discipline. Such document shall be presented to the employee at a meeting with a management representative. The employee shall have five (5) working days from the time notice of the meeting is received, to secure Union representation if so desired. The document shall also include the following:

- a. The specific facts leading to the alleged violation.
- b. The County policy/regulation that has been violated and copies of such rules/policies.
- c. Copies of all written adverse materials that the County is relying on in connection with the proposed disciplinary action.
- d. A notification to the employee of his/her right to have a union steward or staff representative present at the meeting.
- e. Names, work location and work phone number of any person who has provided declarations or who has provided written testimony in detriment of the employee facing discipline.
- f. Copy of the results of any investigation conducted by the County.

- F. Employees in the bargaining unit will cooperate in all investigations conducted by, or on behalf of the County. Failure to cooperate may be the basis for disciplinary action up to and including termination. Nothing herein shall preclude an employee from exercising any constitutional or statutory right to which he/she may be entitled.
- G. Any final imposition of discipline against any employee shall be made in writing including a summary of the circumstances giving rise to the charges; and the specific rules, regulations, policies, and/or procedures that have allegedly been violated.
- H. Except as otherwise provided under the Personnel Article of this agreement, or as ordered by an arbitrator or a court of law, disciplinary actions shall be noted in the employee's official personnel file and shall not be purged.
- I. Disciplinary actions involving oral reprimands (i.e., verbal counseling session) may not be appealed. Disciplinary actions involving written reprimands may be appealed through the grievance procedure contained in this Agreement, but only through the County Manager, or designee step.
- J. All other disciplinary actions may be appealed through the grievance procedure contained in this agreement up to and including arbitration. In any disciplinary action appealed to arbitration through the grievance procedure contained in Article (18) of this Agreement, the arbitrator shall apply just cause as the standard for discipline.
- K. An employee maybe allowed to utilize up to ten(10) days of accrued vacation or comp time in lieu of suspension without pay. This option is available to the employee only if they do not appeal the suspension.

#### **Article 18. Grievance Procedures**

##### **1 – Purpose**

- A. The purpose of this grievance procedure shall be to secure, at the lowest possible administrative level, equitable resolutions to problems, which may arise and are subject to review under this procedure. There shall be no other grievance or appeal procedure on any matter for the members of the bargaining unit other than that contained in this article.

## 2 - Definitions

- A. A "grievance" shall be defined as a dispute pertaining to a claim, which alleges a violation, or misapplication of this collective bargaining agreement, Dona Ana County policies and regulations or state or federal laws providing rights or benefits to bargaining unit employees. Disciplinary actions including terminations, suspensions without pay and demotions can also be grieved under this collective bargaining agreement. Written reprimands cannot be appealed to arbitration.
- B. A "grievant" shall be any employee, group of employees or the Union.
- C. "Days" shall mean Monday through Friday, not including holidays observed by the employer.

## 3 - Procedures

- A. Grievance proceedings shall be kept informal at all levels of this procedure.
- B. The number of days indicated at each level of this procedure shall be considered a maximum and every effort shall be made to expedite the process.
- C. Employer representatives shall have fifteen (15) days to respond to grievances filed herein. If the Employer, or the Employer's representative fails to comply with the time limit requirements as set forth under any of the procedures steps, the grievance shall be automatically appealed to the next level.
- D. If the grievant fails to comply with the grievance time limit requirements as set forth under any of the procedure steps, the grievance shall be considered null and void.
- E. The time limits set forth herein may be extended provided the extension has been mutually agreed upon in writing by the parties.
- F. A grievance shall not be considered unless the grievant initiates the grievance no later than fifteen (15) days after the grievant knew, or reasonably should have known, of the action which precipitated the grievance.
- G. Employees have the right, at all times during grievance procedures, to be represented by a Union staff representative and/or Union officer who is also an employee of the County.

## 4. Steps

- A. Normally, a grievance would be filed with the employee's immediate supervisor unless the grievance is against the immediate supervisor; in this case, the grievance shall be filed with the next supervisory level. When filing any other grievance, the employee shall first discuss the grievance with their immediate supervisor with the objective of resolving the grievance.
- B. If the grievance is not resolved within ten (10) days at this level, a written grievance may be filed with the next supervisory level. Such grievance must be filed within ten (10) days from the date of the immediate supervisor's response, or the date that response was due, whichever is earlier.
- C. If, after ten (10) days from the date of the grievance was filed with the appropriate supervisor, the grievance is not resolved, the grievance may be filed with the County Manager, or designee. Such grievance must be filed within ten (10) days from the date of the appropriate supervisor's response or the date the response was due, whichever is

earlier. No later than (10) days following the receipt of the written grievance, the County Manager, or designee shall schedule a meeting in an attempt to resolve the grievance. Each party shall be entitled to bring documents and/or witnesses to the meeting in order to present evidence on their behalf. Witnesses shall appear during work hours and shall not lose pay for their attendance to the meeting. Each party shall have the right to ask questions of parties and witnesses brought by the other party. The County Manager or designee will have fifteen days from the date of the meeting to render a decision.

- D. If the grievance is not resolved with the County Manager or designee's decision, the grievant, with the approval of Union or the Union may request in writing that the grievance be submitted to arbitration. Such request must be submitted to the County Manager or designee no later than thirty (30) days following the grievant being notified of the County Manager or designee's decision.
- E. If the grievance is proceeding to arbitration with the approval of the Union, the County and the Union shall jointly request a list of arbitrators as specified below.
- F. If an employee is processing a grievance to arbitration without the approval and without representation from the Union, the County and the employee shall request the list of arbitrators as specified below.

## 5. Arbitration

- A. The arbitrator will be selected from a list of seven arbitrators requested from the Federal Mediation and Conciliation Service or American Arbitrators Association (AAA). The parties shall alternatively strike names on the list until there is one name remaining that shall be the arbitrator. The parties shall flip a coin to determine who strikes the first name.
- B. The arbitrator shall conduct the hearing as soon as possible.
- C. The arbitrator's decision shall be in writing and shall include the decision, the rationale and the 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.
- D. The arbitrator's decision shall be final and binding on the parties subject to appeal only within the provisions of the New Mexico Uniform Arbitration Act.
- E. 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.

## 6. Miscellaneous

- A. 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.
- B. A grievant and the party charged may be accompanied by a representative at any hearing or meeting conducted under this procedure. By mutual agreement between the

County and the Union, additional parties may be represented at any grievance hearing or arbitration.

- C. An employee, acting individually, may present a grievance without intervention of the Union provided the grievances have been processed in accordance with this procedure. At any hearing of a grievance brought individually by an employee, the Union as a party to this collective bargaining agreement, will be afforded the opportunity to be present and make its views known. Any adjustment made shall not violate the provisions of this collective bargaining agreement.
- D. If a grievance affects a group of two (2) or more employees, or involves action or a decision by the County or the Department Head which has a department-wide impact, may be submitted by the union to the Department head on behalf of the affected employees.
- E. Failure of bargaining unit employee to cooperate in a grievance investigation, or submitting false documents, shall be grounds for disciplinary action up to and including termination.
- F. All documents related to a grievance shall be maintained as a separate file. Disciplinary actions and/or documents that are the subject of a disciplinary grievance shall be a part of the grievant official personnel file unless purged by order of an arbitrator or court or by terms of this agreement elsewhere.
- G. All grievances and responses shall be filed and processed in accordance with this agreement.
- H. The grievant and the Union's processing of grievances shall be conducted during employee work hours unless the employee has been suspended without pay. The County, union and the grievant shall make every effort to accommodate each party's schedule with respect to grievance meetings at all steps. In the event that the parties cannot agree on a time for a grievance procedure then the grievance should proceed to the next step or level of the procedure.
- I. Upon written request of the Union, the County shall compel attendance of any employee called by the union for the purposes of any arbitration hearing. The parties agree this provision shall be applied in such a manner as to minimize disruption in the County operations.
- J. The County shall furnish the Union, upon written request, a copy of a specific document classified as Public Information if requested in the proceeding of an arbitration hearing. Private and confidential information shall be released to the Union only under written approval of an employee. The parties may exchange additional information if they believe such an exchange would help resolve the grievance. Requests for information must be submitted at least ten (10) days prior to the date of the arbitration.

#### Article 19. Health Aids & Items Damaged in the Line of Duty

1. Health aids damaged in the line of work/duty will be repaired or replaced by the County, such health aids include Eye Glasses, Hearing Aids, Shoes, Insulin Pumps, etc. Replacement of health aids shall be of equal construction for those items damaged or broken.
2. Employees' will be reimbursed for watches damaged in the line of duty up to a maximum of forty dollars (\$40.00). Receipt and incident report required.

#### Article 20. Savings Clause

1. Should any part of this agreement or any provisions contained herein be declared invalid by any tribunal of competent jurisdiction, the validity of the remaining portions shall not be affected.
2. Should this occur the parties will mutually agreed upon time and date, within one week, to negotiate a suitable provision to replace the provision held invalid.

#### Article 21. Personnel Files

1. Bargaining unit employee's official file and Departmental file will be administered in accordance with the following provisions:
  - A. The County will maintain an official personnel file for each employee. The official personnel file will be maintained in the County Human Resources Department under secure conditions.
  - B. An employee shall be permitted to review material contained in his/her official file, departmental file and/or medical records. This provision does not apply to a supervisor's working file. An employee wishing to access his/her official file, departmental file or medical records shall provide at least twenty-four (24) hour advance written notice during normal administrative working hours. The employee shall be required to show proper identification. A designated representative from the Human Resources Department and/or employee's department of employment shall be present during the file review. The file reviewer may be required to sign and date a form maintained in the personnel file indicating who reviewed the file and when such review occurred.
  - C. The County will honor reasonable requests for copies of any document in the official, departmental or medical file. (One copy will be made available for the employee & any additional copies will have a charge.) This provision does not apply to a supervisor's working file.
  - D. Prior to the time any adverse material is placed in the employee's official or departmental file, the employee will be provided the opportunity to review and respond to the material. The employee may take up to ten (10) work days to prepare a response. This does not apply to supervisor's working file.

- E. Each supervisor may maintain a separate working file for each employee. The supervisor's working file is not accessible to the employee or their representative, unless is being used in connection with disciplinary action against an employee.
- F. With specific written authorization from an employee, the Union shall be allowed to review the employee's official and/or departmental file. This provision does not apply to the supervisor's working file, unless that file is being used for disciplinary action against the employee.
- G. Five (5) years after an employee has received a letter of reprimand the employee may request that the letter of reprimand be removed from the employee's personnel file. If the employee has not committed any further infraction of work rules during the preceding three years, the Employer shall not use the reprimand as the basis for further discipline, and shall remove the letter of reprimand from the employee's personnel file.
- H. The County shall not maintain in an employee's personnel records any documents critical of any employee which have not resulted in discipline during the course of an investigation.

**Article 22 . Legal Protection**

- 1. Employees are covered under the New Mexico Tort Claims Act, Section 41.4-1 et. Seq. NMSA 1978 for actions taken within the scope of their employment.

**Article 23. Detention Uniforms and Equipment**

Section 1

- 1. Employees will receive in new condition each calendar year the following uniform and clothing:
  - a. Four (4) black uniform shirts complete with applicable patches.
  - b. Four (4) black BDU uniform pants.
  - c. One (1) pair of non-slip safety type boots every 18 months as determined by management.
- 2. Employees will receive uniforms in new condition upon completion of the academy. Replacements will be generated (free of charge) for items damaged during the course of duties.

Section 2

One (1) bomber jacket – Law Enforcement Style will be reissued to officers every five years. Replacement will be done only when damaged in the line of duty and must include an incident report.

**Article 24. Medical Group Insurance Coverage**

- 1. Bargaining unit employees, his/her dependents and family shall be eligible for medical group insurance coverage beginning the first day of the third pay period following the employee's hire, in accordance with the prescribed plan(s) of the State of New Mexico.
- 2. Effective on the ratification date of this contract by the County Board of Commissioners or October 1, 2005, whichever comes first, the employee portion for the cost of medical,

dental, and vision benefits, will be as follows: employee only-0 percent; employee plus one-25 percent; and employee plus family-25 percent.

**Article 25. Call-Back for FSLA Non-Exempt Employees**

- 1. An employee called back to work shall be paid at the rate of one and one half (1½) times the employee's regular rate of pay for the time actually worked for each authorized call-back provided, however, that a minimum of two (2) hours shall be paid the employee.
- 1. Call-back occurs when an off duty employee, lunch time excluded, is unexpectedly notified by a supervisor to return to work due to unforeseen circumstances beyond the control of management. Call-back does not include an employee being called in to cover another employee's absence, unless the employee called back has already worked that day nor does it include the situation when the time worked immediately follows or precedes regular work time, in this case overtime may apply.

**Article 26. On-Call Pay**

- 1. Employees who are required to be on "on-call" status during other than normal business work hours within a paid period shall be compensated at the rate of \$40 per week.

**Article 27. Promotions and Transfers**

- 1. Qualified employees within the bargaining unit will be given first consideration for filling a vacancy within the bargaining unit, promotions within the bargaining unit, transfer or assignment within the bargaining unit.
- 2. Selection for promotion or transfer will be made on basis of education, experience, training, skills, job performance and other abilities, as well as test scores, where applicable. Where these are equal among candidates, seniority in the department will be the deciding factor.
- 3. The County agrees that when there is a vacancy within a division which could allow an employee assigned to that unit a promotional opportunity, a notice of such vacancy will be posted on the appropriate bulletin boards for a period of 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.
- 3. 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. The reason(s) shall not be givable under this agreement's Grievance procedure unless the reason(s) violate protections set forth in this agreement. The Union President or his/her designee may meet with the Department Director on recommended criteria for consideration when a position vacancy exists.

**Article 28. Wage Increase and Re-Opener**

1. Bargaining Unit employees shall receive a salary increase equal to 3.6% of each employee's salary effective upon ratification of this agreement by the DAC Board of Commissioners. Salary increase will start at the beginning of the next full pay period after BOCC approval.
2. The Union and the County may re-open negotiations on wages beginning in January 2007 for the 2007-08 fiscal year.
3. Bargaining Unit employees will receive a one-time salary adjustment of \$375 at the signing of this agreement. This is to be paid on the first pay period following the signing.

**Article 29. Effect of Doña Ana County Policies**

1. In the event a Department determines it is necessary or advisable to change, modify or replace existing Departmental rules or policies that are applicable to Union employees, the Department Director/Elected Official proposing such change, modification or replacement shall advise the Union President or in his absence the Vice President and provide him with a copy of the proposed change, modification or replacement document, as appropriate, at least fourteen (14) calendar days prior to the proposed effective date thereof. The Union shall advise the Department Director/Elected Official, within seven (7) calendar days of receipt thereof, whether he wishes to meet with the Department Director/Elected Official to discuss said proposals. Thereupon the Parties shall meet and confer regarding the proposed changes as well as any suggestions proposed by the Union. The Department Director/Elected Official, may consider the suggestions or proposals advanced by the Union, and may accept or reject all or portion thereof. This provision does not contemplate that the County shall be required to engage in collective bargaining regarding such change, modification or replacement, other than as may impact wages, hours and working conditions.
2. In the event the Union fails to respond to such notification as provided above, the County shall have no further obligation to meet and confer with the Union regarding the proposed change, modification or replacement.

**Article 30. Meeting Space**

1. A Union staff member or union officer may request use of meeting rooms during normal department business hours on County facilities to conduct union business with employees in the bargaining unit. County employees attending union meetings during normal department business hours will be on authorized leave status or normal scheduled time off. The County shall not discriminate against union members attempting to use meeting room facilities. The Union shall attempt to reserve meeting rooms by providing at least 48 hours notice to the appropriate supervisor or office.
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 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 days after the request is submitted.

**Article 31. Bulletin Boards**

1. The County shall provide space for union bulletin boards in areas accessible and frequented by Bargaining Unit Employees. Bulletin Boards must be similar in size and style as currently exists in the County facilities. Bulletin boards used by the Union shall 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 32. Use of E-Mail, Telephone and Fax**

1. Union Stewards are allowed to use telephones (including cell phones) and fax machines to communicate with AFSCME representatives. Communications shall be brief and infrequent.

**Article 33. 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.
2. When the County creates a new classification(s), 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) workdays after receipt of notification, to appeal such decision with the County Director of Human Resources or Designee. A meeting between the Director of Human Resources or its designee and a Union staff representative or Union Officer as determined by the Union shall take place within fifteen (15) working days to attempt to resolve the matter. The County and the Union shall be permitted to have one additional representative 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 unit clarification hearing with the local Labor Relations Board. The Board's decision shall be final and binding on both parties.

**Article 34. In Service Training**

1. The County will provide employee training as specified by County management.
2. Employee training may include, but not limited to, updating certifications such as CPR, and First Aid Controlled Force.

3. Specialized training for bargaining unit employees will be posted for thirty (30) calendar days and read in briefing. Copies will be provided to the Union President/Designee. Selection will be determined on the job performance, experience, qualifications, and where all are equal, seniority shall be the deciding factor. Where all equal, seniority shall be the deciding factor.
4. Upon request of the Union, the Union and the County shall, as part of the Labor Management Committee functions, identify areas where additional training will benefit employees and the County. A training list may be formulated and agreed upon jointly between the County and the Union annually.

**Article 35. Job Descriptions and Classification Change**

1. The official job description for any position will be maintained by the Human Resources Department. The Union and the employee or the employee alone may review the job description for the position he/she holds.
2. The Union will be given the opportunity to provide written input to the Human Resources Department, requesting existing job descriptions, changes to job descriptions and new job descriptions, in accordance with County Policies and Procedures.
3. No changes will be made to existing job descriptions without fourteen (14) days prior notification to the Union. At the request of the Union the parties will negotiate on terms and conditions of employment that may be affected as a result of changes in a job description.
4. Upon request of the Union President, or designee, the Union will be provided a copy of job descriptions for positions within their bargaining unit.

**Article 36. Inoculation and Immunization**

1. Employees, while on duty, who are exposed to a contagious disease will receive necessary inoculation and immunizations for himself/herself and his/her family at the County's expense.
2. The County will take appropriate measures, as determined by County Risk Management to protect employees from contagious diseases.

**Article 37. Labor-Management Committee (LMC)**

1. The County and the Union hereby acknowledge that each of the parties expressly intends to authorize the use of the LMC during the term of this agreement as a means to improve communications between the County and its bargaining unit employees and to provide the basis for a more pro-active approach in dealing with potential problems including situations related to health and safety.
2. It is understood that the LMC is not a substitute for the grievance and appeal procedures granted by this contract or by County policy but rather a pro-active way to improve management labor relations. Employees may also utilize the County's open door policy. The Committee shall not deal with employee's individual grievances.

3. The LMC will consist of 3 representatives from the bargaining unit and 3 management representatives. The Committee will discuss any concerns brought to them by either the County or the bargaining unit.
4. Meeting of the LMC will take place during normal business hours. Representatives to the LMC shall be granted flextime. The LMC shall meet no less than once every six (6) months for a maximum of three hours at the request of either party. Items for an agenda may be exchange as far in advance as possible before the meeting.

**Article 38. Critical Incidents**

1. On the order of the supervisor in charge, Detention Officers will be issued proper safety equipment during disturbances as per SOP 3-8(26) DACDC SOP. Detention Officers will be instructed by supervisory personnel on the use of the safety equipment.
2. Employees who, during the performance of their duties, are seized, detained by force, threatened, or are victims of significant battery may be referred to the Employee Assistance Program for evaluation to determine if the Employee can perform the essential functions of the job. If determined that the employee cannot return to duty, the Employee will remain on injury time (worker's compensation) until the employee has been released to return to duty. It is the intent off this section to ensure adequate care and treatment as well as uninterrupted pay for employees involved in work related injuries.
3. In the event that critical stress incidents including, but limited to, work peer suicide or work related death of a co-worker occurs, employees may be referred to the Employee Assistance Program for counseling. These counseling sessions will be kept confidential.

**Article 39. Safety**

1. Safety is an integral part of the responsibilities of every manager, supervisor, and employee. Safety management exists to assist managers, supervisors and employees in better performance of their duties.
2. Employees shall comply with such rules, regulations and practices as may be prescribed for the conduct of employees in order to provide safe, sanitary and healthful working conditions.
3. For all employees covered by this agreement, the County shall:
  - A. Provide safe and healthy working conditions and practices;
  - B. Provide safe, healthy and clean work sites and grounds;
  - C. Provide a safe and secure area for Employee meal and break periods;
  - D. Maintain in safe working condition all county-owned motor vehicles, tools, and equipment.

4. When the security and safety of staff or public is questionable, the two-person escort shall be used per Policy and Procedure.

#### **Article 40. Internal Affairs, Investigations, and Polygraph Examination**

1. All employees required to appear as witnesses or charged with a violation investigate by Internal Affairs shall have the right to have any County employee, without loss of pay, who is a member of the bargaining unit present.
2. Any representative who may be present at an investigation on behalf of a witness or employee charged with a violation may not interfere with the investigation being conducted. The interview of any employee shall be when the employee is on duty, if possible.
3. The employee shall be informed of the nature, if known, of the investigation before any interrogation commences. Sufficient information shall be disclosed to reasonably apprise the employee of the allegations.
4. No matter handled by the internal affairs unit shall be included in the employee's personnel file unless formal charges are brought against the employee, or the charges are substantiated.
5. All charges leading to a reprimand, suspension, demotion or termination shall be grievable.
6. Employees shall have the right to use their own audio recording devices in unsecured areas of the facility only during their interview.
7. An employee who is the subject of an investigation may request and receive a copy of audio/video recordings of interviews pertaining to the investigation. An employee who provides a statement during an investigation may request and receive a copy of the employee's own statement. Generally, the County will not provide these recordings until it has completed its investigation.
8. An employee must truthfully answer any and all questions relating to the matter under investigation whether the employee is a participant or witness to the matter.
9. The Department Director may order a polygraph examination as a condition of continued employment and only after the following has been done.
  - A. After the Department Director has reviewed the entire case.
  - B. All investigative leads have been exhausted.

- C. The employee who is being examined by a polygraph device shall be entitled to be accompanied by a representative.

- D. The name of the person making allegations shall be disclosed to the alleged wrongdoer by the investigator. Disclosure of the complainant's name will not be required if revealing his/her name jeopardized the investigation.

10. The interview shall be completed as soon as possible. Investigations/interviews shall be conducted in periods of time not to exceed three hours in a twenty-four (24) hour period. In no event interviews pertaining to investigations shall exceed six hours. If more than three hours are required for an interview, the employee/officer shall be given a one-hour break to recover and be prepared for the rest of the interview. The one (1) hour break shall be defined as time worked.
11. The employee shall not be subject to coercion or promise of reward as an inducement to answer questions.
12. On duty personnel shall be paid overtime for any time after their regular eight (8) or twelve (12) hour shift has ended, as per the 86-hours pay period. Off duty personnel shall be paid overtime for the time they are required to be present, if it is in compliance with the 86 hour pay period and FLSA.

#### **Article 41. Firearms**

1. When necessary, the Detention Center will establish firearms operating procedures and provide training.
2. Firearms qualifications shall be conducted in accordance with the New Mexico Firearms Certification Training.
4. An employee who fails to qualify on the employee's first attempt shall be permitted a secondary opportunity to qualify in accordance with the Detention Center Policy and Procedures. Employees will be allowed to qualify during their normal course of duty on their first and second attempt. Employees who fail to qualify on the first or second attempt will be relieved from any position that requires firearms certification.

#### **Article 42. Shift Bidding for Detention Officers**

##### **Section 1**

Detention officers will be allowed to bid for shift assignments twice a year. Bidding shall be in accordance with seniority, with the officer with the highest seniority in the job classification having first choice.

##### **Section 2**

In order to preserve a good balance of experience and skills in every shift, only a maximum of 50% of the officers working on a shift will be assigned based on seniority.

### Section 3

Officers who don't have the opportunity to bid for a shift for two consecutive years due to low seniority shall be allowed the first choice on the third year. The bidding shall be done according to Section 1 above.

### Section 4

The Department Director or designee shall provide the President of the Union, thirty (30) days prior to the bidding, an updated seniority list for all of the officers/employees in the bargaining unit.

### Section 5

The Department Director and Union President, or persons designated by one or both of them, shall meet and determine the assignments within two weeks prior to the implementation and deal with any situations that may require intervention.

### Section 6

Shift bidding shall occur every six months and in coordination with the beginning of school semesters on each year. Any employee that was the subject of formal disciplinary action due to excessive absenteeism in the preceding twelve-month (12) period will be disqualified from bidding on the current year. Such employee may bid at the next opportunity provided it has not been disciplined again for excessive absenteeism.

1. The parties agree that the maintenance of drug/alcohol free work place is a goal of both the County and the Union. Employees are prohibited from unauthorized possession, trafficking, consumption and/or being under the influence of drugs/alcohol while on the Employer's premises, in employer's vehicles/equipment or during time paid by the Employer. Violation of this prohibition may result in disciplinary action up to and including termination.
2. The County may, at its sole discretion, administer drug/alcohol testing when there is reasonable suspicion that an employee is in possession of, consuming or under the influence of drugs and/or alcohol. Failure of an employee to cooperate in such testing shall result in the employee's termination in accordance with the "Disciplinary Actions" section and "Grievance Procedure" of this agreement. All testing will be accordance with all Federal/State laws for those positions required by such laws. (Such as CDL holders)
3. Prior to the implementation of drug and alcohol policies and procedures, the Union will be given the opportunity to review the proposed policies and/or procedures and provide input to the Human Resource Director.

Shift bidding shall occur every six months and in coordination with the beginning of school semesters on each year. Any employee that was the subject of formal disciplinary action due to excessive absenteeism in the preceding twelve-month (12) period will be disqualified from

bidding on the current year. Such employee may bid at the next opportunity provided it has not been disciplined again for excessive absenteeism.

### Article 43. Overtime

#### Section 1

When overtime is available, the County shall first offer the opportunity to work overtime to those officers who have volunteered to work overtime. When there is a surplus of volunteers in relation to the number of available overtime, the County shall assign the overtime on the basis of seniority among the employees who have volunteered to work overtime.

#### Section 2

When the County does not have enough officers volunteering to work overtime, the County shall assign the available overtime on the basis of reverse seniority starting with the officer with the least seniority in the County.

#### Section 3

No officer shall work more than 36 hours of overtime in any given pay period.

### Article 44. Drug and Alcohol Testing

1. The parties agree that the maintenance of drug/alcohol free work place is a goal of both the County and the Union. Employees are prohibited from unauthorized possession, trafficking, consumption and/or being under the influence of drugs/alcohol while on the Employer's premises, in employer's vehicles/equipment or during time paid by the Employer. Violation of this prohibition may result in disciplinary action up to and including termination.
2. The County may, at its sole discretion, administer drug/alcohol testing when there is reasonable suspicion that an employee is in possession of, consuming or under the influence of drugs and/or alcohol. Failure of an employee to cooperate in such testing shall result in the employee's termination in accordance with the "Disciplinary Actions" section and "Grievance Procedure" of this agreement. All testing will be accordance with all Federal/State laws for those positions required by such laws. (Such as CDL holders)
3. Prior to the implementation of drug and alcohol policies and procedures, the Union will be given the opportunity to review the proposed policies and/or procedures and provide input to the Human Resource Director.

### Article 45. Duration of Agreement

1. This collective bargaining agreement shall become effective on the date it is ratified by the Doña Ana County Board of County Commissioners, and shall remain in full force and effect for two (2) years from the date it is ratified.

2. Following ratification of this agreement by the DAC Board of County Commissioners, the parties to this agreement shall add language to this article stating in specific terms the duration of the agreement.

**Article 46. Renewal of Agreement**

1. This collective bargaining agreement shall be automatically renewed from year to year after February 19, 2008, unless either party notifies the other in writing within 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.

DATED this the 11 day of October, 2006.

AFSCME Local 18  
Representative

Doña Ana County  
County Manager

By: Ed Misquez  
Name: Ed Misquez

By: Brian D. Haines  
Name: Brian D. Haines

ATTEST:

By: N/A  
Name:  
President of Union

By: Rita Torres  
Name: Rita Torres  
County Clerk