

*AGREEMENT BETWEEN
DONA ANA COUNTY, NEW MEXICO
AND*



*AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES;
NEW MEXICO COUNCIL 18,
DETENTION CENTER LOCAL 1529 AFL-CIO*

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Article 1 **AUTHORITY**

1. This Agreement (hereinafter the "Agreement") is entered into between Dona Ana County (hereinafter the "County") and the County employees in the Dona Ana County Detention Center Unit affiliated with Council 18 of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as "Union"), in accordance with the provisions of DACC Chapter 73 Labor Management Relations.
2. DACC Chapter 73 Labor Management Relations was enacted to guarantee County employees the right to organize and bargain collectively with their County, to protect the rights of the County and the employees, to promote harmonious and cooperative relations between the County and the employees, and to acknowledge the obligation of the County and the employees to provide orderly and uninterrupted services to the citizens.

Article 2 **RECOGNITION**

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

Article 3 **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, while visiting County facilities, will not disturb or interfere with the work of employees or other County operations. Representatives shall notify the front desk or supervisor about their presence on County facilities and shall follow all required security and safety procedures.

- B. The Union has the right to represent the interests of employees in the bargaining unit and those other rights specifically delineated in this Agreement. Representation of probationary employees is limited as stated in Article 2, Paragraph 1.
- C. Each member of the Collective Bargaining Unit shall, at the end of the first full pay period of the fiscal year, contribute two (2) hours of their accrued vacation hours the first fiscal year and one (1) hour each subsequent fiscal year and to facilitate a Union Business Pool of Hours. The Union Business Pool of Hours may be utilized by Union stewards, Union officials and other Union staff identified in pursuant to Article 2, Paragraph 2, to conduct any and all Union business that requires release time from Detention Center assigned work and regular duty time.
- D. Leave for Union business must be requested and approved in accordance with Section 8-1 of the Human Resources Policies and Procedures adopted by reference in Article 4 of this contract. Use of the Union Business Pool of Hours shall be determined by the Union President or designee.
- E. A weekly accounting of Union Business Pool of Hours used shall be submitted to payroll and the Human Resources Department on a weekly basis.
- F. The County shall manage the Union Business Pool of Hours and provide an annual audition June 1 of each year to the Union president. Unused Union Business Pool of Hours shall be rolled-over and be added to the subsequent yearly allocation. If at the beginning of a fiscal year, the total number of Union Business Pool of Hours exceed five hundred (500) hours no contribution will be required for that fiscal year.
- G. If the Employer requests that a Union employee participate in a meeting, the union employee is not required to take personal leave, leave without pay or Union Business Pool Hours.

Article 4

APPLICABLE HUMAN RESOURCES AND PROCEDURES AS AMENDED NOVEMBER 12, 2019

1. It is the intent of the parties that the following sections from the Human Resources Policies and Procedures as Amended November 12, 2019, apply to the terms and conditions of employment of the members of the Collective Bargaining Unit, except where the provisions within the sections may be in conflict with specific articles of the Agreement.
2. When the County intends to add, delete, or modify any of the following sections of the Human Resources Policies and Procedures, the County will notify the Union in writing of its intent to do so no less than thirty (30) calendar days prior to the implementation of the proposed change. If the Union does not object to the change in writing received by the County within fourteen (14) calendar days of the Union receiving notification, the change will apply to employees of the Collective Bargaining Unit. If the Union objects to the change, the Union will notify the County in writing of its objection to the change within fourteen (14) days of the date of the County's sending the notification. The County and the Union will then meet within fourteen (14) days of the objection. If the County and Union are unable to reach an agreement on the proposed change, the current language will continue to govern employees of the collective bargaining.

- 1-1. Prior Policies and Procedures
- 1-2. Collective Bargaining Agreements
- 1-3. Management Rights and Responsibilities
- 1-4. Employee and Volunteer Rights and Responsibilities
- 2-1. Equal Employment Opportunity
- 2-2. Discrimination
- 2-3. Discrimination and Harassment Procedures
- 2.4. Nepotism
- 2-5. Conflict of Interest and Code of Ethics
- 2-6. Personal Relationships
- 2-7. Legal Matters
- 2-8. External Communication
- 2-9. Outside Employment
- 2-10. Political Activity
- 2-11. Fraud
- 2-12. Reports of Misconduct or Wrongdoing
- 2-13. Use of Public Property
- 2-14. Reasonable Accommodation Policy
- 2-15. Break for Expressing Breast Milk
- 3-1. Recruitment
- 3-2. Eligibility for Employment
- 3-3. Minimum Qualifications
- 3-4. Placement within the Department
- 3-5. Posting Procedures for Positions Not Filled Through Placements within the Department
- 3-6. Exceptions to Posting
- 3-7. Application Forms
- 3-8. Filing of Applications
- 3-9. Substitutions
 - 1. Substitution of Experience for Education
 - 2. Substitution of Education for Experience
 - 3. Level of Experience
 - 4. Non-Allowable Substitutions
- 3-10. Disqualification of Applicants
- 3-11. Assessment of Applications
- 3-12. Applicant Tests
- 3-13. Applicant Interviews
- 3-14. Hiring Recommendations
- 3-16. Closeout of Other Applicants
- 3-17. Recruitment for Unclassified Positions
- 3-18. Applicant Expenses
- 3 -19. Background Checks
- 4-1. Employment-Eligibility Verification
- 4-2. Classified and Unclassified Positions
- 4-3. Types of Positions

- 4-4. Position Designations
 - 1. Non-Exempt
 - 2. Exempt
- 4-5. Fair Labor Standards Act (FLSA) Compliance
- 4-6. Probationary Status
- 4-7. License/Occupational Certification
- 4-8. Volunteers/Interns
- 4-9. New-Employee Orientation

- 5-1. Classification and Compensation Plan
- 5-2. Objectives for the Classification and Compensation Plan
- 5-3. Classification Plan Administration
- 5-4. Position Reclassifications
- 5-5. New Job Classifications
- 5-6. Job Evaluation Criteria
- 5-7. Compensation Plan Update
- 5-8. Compensation Administration
 - 1. Starting Salary
 - 2. Promotions
 - 3. Lateral Transfers
 - 4. Demotions
 - 5. Temporary Assignments
 - 6. Move from Unrepresented to Represented
- 5-9. Overtime/Compensatory Time
- 5-11. Call-Back Pay

- 6-1. Hours of Work
 - 1. Normal Workweek and Work Hours
 - 2. Flexible Work Time
 - 3. Alternative Work Schedule
- 6-2. Absences and Tardiness
- 6-3. Meal and Rest Periods
- 6-4. Standards of Conduct
- 6-5. Pay Periods
- 6-6. Time Reporting
- 6-7. Payroll Disbursements
- 6-8. Official Personnel Records
- 6-9. Public-Record Information
- 6-10. Access to the Official Personnel File
- 6-11. Copies of Personnel Records
- 6-12. Negative or Derogatory Information
- 6-13. Verification of Employment
- 6-14. References/Recommendations
- 6-15. Personal Appearance
- 6-16. Electronic Mail, Computer and On-Line Services
 - A. Condition of Employment

- B. Software Copyright
- C. Prohibited Use
- D. Passwords
- E. Consequences of Prohibited Use
- 6-17. U.S. Mail and Telephone Systems
- 6-18. Bulletin Boards
- 6-19. Photographs
- 6-20. Cell-Phone Usage
- 6-21. Children of Employees at Work
- 6-22. County Driver Training
- 6-23. Motor Vehicle Records Check
- 6-24. Loss of Driver's License
- 6-25. Employee Parking
- 6-26. Identification Badges
- 6-27. Use of Tobacco Products In and Around County Property
- 6-28. Workplace Violence
- 6-29. Drug Free Workplace
- 6-30. Alcohol and Drug Testing
 - A. Random Drug and Alcohol Testing (CDL)
 - B. Voluntary Self Identification by Employees
 - C. Refusal to Submit to Drug or Alcohol Testing
 - D. Positive Results of Drug and Alcohol Testing
 - E. Confidentiality
- 6-31. Controlled Substances Abuse and Misuse
- 6-32. Tape Recording of Conversations
- 6-33. Supervisory Training Courses

- 7 -1. Workers-Compensation Insurance
 - A. Reporting
 - B. Medical Procedures
 - C. FMLA Coordination
 - D. Re-Employment of an Injured County Employee
- 7-2. Modified Duty
- 7-3. Group Insurance Coverage
- 7-4. Retiree Health Insurance
- 7-5. COBRA
- 7-6. Domestic Partner Benefits
- 7 -7. Public Employee Retirement Association (PERA)
- 7-8. Alternative Retirement Plan for Educational Retirement (ERB) Retirees
- 7 -9. Deferred Compensation Retirement Plan
- 7-10. Employee Assistance Program
- 7 -11. Educational Assistance Program
- 7 -12. Certification/License Examination Expenses
- 7-13. Medical Privacy

- 8-1. Leave Accrual and Usage

- A. Authorized Leave
- B. Unauthorized Leave
- 8-4. Sick Leave
- 8-5. Sick Leave Bank
- 8-6. Family Medical Leave Act
- 8-7. Family Military Leave
- 8-8. Fitness for Duty
- 8-9. Military Leave
- 8-10. Civic Duty Leave
- 8-11. Bereavement Leave
- 8-12. Blood Donation
- 8-13. Emergency Volunteer Service Leave
- 8-14. Administrative Leave Due to Inclement Weather and Hazardous Conditions
- 8-15. Holidays and Personal Day
- 8-16. Leave of Absence
- 8-17. Administrative Leave with Pay
- 8-18. Domestic Abuse Leave

- 9-1. Coaching and Counseling
- 9-2. Work Performance Evaluations
- 9-3. Performance Improvement Plan

- 10-2. Grounds for Disciplinary Action
- 10-3. Types of Discipline
- 10-8 Complaints

- 11-2. Medical Separations
- 11-3. Resignations
- 11-4. Exit Processing
- 11-5. Separation Pay
- 11-6. Eligibility for Rehire

3. The procedure outlined in paragraph two (2) will also apply to current Dona Ana County Detention Center policies governing terms and conditions of employment.

Article 5 SICK LEAVE BUY BACK

Eligible employees may elect to convert unused sick leave hours to additional vacation or to receive payments at their current regular salary in exchange for unused sick leave credits.

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

b. Employees who have accumulated Sick Leave in excess of four hundred eight (480) hours may, at their option sell back to the County any hours in excess of four hundred eight (480) hours in accordance with the following requirements:

Maximum Sick leave that may be sold back to the County in any given year will be one hundred twenty (120) hours.

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

1. *Employees who elect to convert to Vacation Leave:* Sick leave converted to Vacation Leave will be posted to employee's balance at the beginning of the first full pay period in January of the following year.

Maximum for carryover of vacation hours is two hundred forty (240) hours to the next fiscal year.

2. *Employees who elect to receive payment for Sick Leave:* An extra payment will be made the first full pay period following December 16.

Cash-outs are subject to state and federal taxes.

Article 6

SICK LEAVE INCENTIVE

An employee who does not use sick leave on more than one day (regardless of the actual number of hours used on that day) for a calendar quarter shall receive one day of administrative leave which must be used in one single day. Assigned overtime shifts (voluntary or mandated) shall be treated the same as a regular assignment for the purpose of this article. However, an employee who submits a note from a medical provider or other health care professional for an absence shall not have that absence counted against them for the sick leave incentive. This incentive will cease when the staffing level of founded grade 11 officers reaches ninety percent (90%) and will resume if the staffing level of funded grade 11 officers falls below eighty-five percent (85%).

Article 7

EMPLOYEE INFORMATION

1. Upon request, the County will provide the Union, if the county has the information in the employer's records, the following information concerning bargaining unit employees: (1) the employee's name and date of hire; (2) contact information, including: (a) cellular, home and work telephone numbers; (b) a means of electronic communication, including work and personal electronic mail addresses; and (c) home address or personal mailing address; and (3) employment information, including the employee's job title, salary and work site location. The report may be submitted in electronic format.

2. The request by the union will provide an email address to which the information may be sent.

Article 8 **DUES DEDUCTIONS**

1. Upon receipt by the Human Resources Department of a voluntary authorization for dues deduction card signed by a non-probationary employee, the County will deduct from the pay of the employee, beginning the first full pay period after receipt of the card, membership dues levied by the Union in accordance with its dues structure and paragraph 6 below.
2. The employee may terminate the collection of union dues by presenting a document signed by the employee to the AFSCME Council 18 between December 1st and December 10th of any year of this Agreement directing the Union to cease such collection. The Union will notify the Human Resources Department within 10 calendar days of receipt of any such documents. The termination of dues will take effect thirteen days after the notice to the Employer from the Union.
3. The County will 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 in writing by the AFSCME Council 18 Executive Director. AFSCME will inform the County Human Resources Department in writing of such designation within thirty (30) calendar days of the adoption of this Agreement by both parties.
4. The Union will indemnify and hold the County harmless against any and all claims, demands, suits or other forms of liability that arise out of or as a result of the County's compliance with this Article.
5. Employees promoted or transferred to a position outside the bargaining unit will be automatically withdrawn from the union/bargaining unit by personnel action of the Human Resources Department.
6. Dues may be modified only one time in a calendar year unless otherwise agreed in writing by both parties. Modified dues rates shall become effective at the beginning of the first full pay period after receiving notice from the Union.

Article 9 **DISCIPLINARY ACTIONS**

1. Coaching and counseling as defined in section 9-1 of the Human Resources Policies and Procedures which are incorporated herein by Article 4 is encouraged to provide regular communication and feedback to ensure a personal and professional development as well as a positive work experience. When Coaching and/or counseling is utilized by a supervisor, such coaching and/or counseling shall be documented by the supervisor and acknowledged by the employee.
2. Discipline shall only be for just cause.

3. The County reserves the right to investigate allegations of employee misconduct and/or unsatisfactory work performance.
4. An employee may be placed on administrative leave with pay, if appropriate, during an investigation of the employee.
5. During an investigation, no documentation related to the matter under investigation will be placed in the employee's official personnel file until the investigation has been completed.
6. Interviews of the employee who is the subject of the investigation will be conducted when the employee is on duty or during the employee's normal working hours, unless the urgency of the investigation requires otherwise.
7. Interviews of the employee who is the subject of the investigation will be conducted at County facilities, unless the urgency of the investigation requires otherwise.
8. An employee shall be permitted at any phase of an investigation which may reasonably lead to a suspension without pay, demotion, or termination, including interviews by a management representative, to have a representative of his/her choosing.
9. Prior to the imposition of discipline other than verbal or written reprimand or warning, the employee will be advised in writing of the charges against him/her. The writing will include the factual basis for the discipline and the proposed discipline including a summary of the circumstances giving rise to the charges; gives a general explanation of the evidence the County has and will include the specific rules, regulations, policies, and/or procedures that have allegedly been violated.
10. Employees will cooperate in all investigations conducted by or on behalf of the County, including polygraph exams. After reviewing all the information collected in the course of an investigation of an employee, the department head or designee may order the employee to submit to a polygraph examination administered by a licensed polygraph examiner, provided that all other reasonable investigative means have been exhausted. 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 the employee may be entitled.
11. Except as otherwise provided by an arbitrator or a court of law, disciplinary actions shall be noted in the employee's official personnel file kept by the Human Resources Department.
12. All disciplinary action to include oral reprimands, written reprimands, demotions, suspensions, or terminations will be for just cause. The employee will be provided a copy of all findings (e.g., sustained, not sustained, etc.) following the conclusion of the investigation. Reprimands will not be considered in future disciplinary actions after 60 months unless there have been subsequent reprimands issued in that period of time.
 - A. Although all disciplinary actions kept in the employee's official personnel file shall remain in the employee's official personnel file, the use of certain disciplinary actions for the below listed purposes shall be limited as follows:

- (1) Written reprimands shall not be used in connection with decisions regarding promotions or lateral movements after the expiration of twelve (12) months from the date of issuance, unless any additional discipline or corrective action has been imposed within the twelve (12) month period or unless the reprimand related to gross negligence or gross misconduct.
 - (2) Suspensions or demotions shall not be used in connection with decisions regarding promotions or lateral movements after the expiration of four years (4) years from the date of issuance, unless any additional discipline or corrective action has been imposed within the four years (4) year period or unless the discipline is related to gross negligence or unlawful harassment, discrimination or retaliation; workplace violence; theft; or gross misconduct.
- B. Any disciplinary action below a written reprimand (i.e. coaching and counseling, documented verbals) kept in a supervisor's personnel file shall be removed from the supervisor's personnel file after the expiration of twelve (12) months from the date of issuance, provided the employee submits a written request to the supervisor for such removal, describing the specific disciplinary action(s) to be removed with reasonable particularity.
- C. Any satisfactorily completed performance improvement plan kept in a supervisor's personnel file shall be removed after the expiration of twelve (12) months from the date of satisfactory completion, provided the employee submits a written request to the supervisor for such removal, describing the specific performance improvement plan(s) to be removed with reasonable particularity.
13. Disciplinary actions involving counseling and documented verbal reprimands may be appealed to the director for final determination. The employee may attach a rebuttal to any written disciplinary documentation in the employee's personnel file.
 14. All other disciplinary actions may be appealed through the grievance procedure contained in this Agreement, including written reprimands, suspension without pay, demotion, and termination. In any disciplinary actions appealed to arbitration through the grievance procedure contained in this Agreement, the arbitrator shall apply just cause as the standard for discipline and use preponderance of evidence as the standard of proof (i.e.; 51 % or higher).
 15. All disciplinary actions, including documented verbal's, written reprimands, demotions, suspensions, or terminations will be for just cause. All findings will be handed down in a timely manner not to exceed twenty (20) business days from the conclusion of a Professional Standards Unit (PSU) investigation, which occurs when the official finding(s) form is issued by the department head or designee. The twenty (20) business days begins on the following business day from issuance and refers to Monday through Friday, excluding holidays. When a PSU related investigation continues beyond twenty (20) business days from initiation, and when the PSU investigation is only administrative in nature (not a criminal investigation), then

the Union shall be informed that the investigation is still continuing and that no disposition has been finalized at that point. The Union shall be further informed every successive thirty (30) calendar days thereafter via email. The time limits specified in this paragraph shall not apply to EEO, workplace violence or incidents or gross negligence or gross misconduct based investigations conducted by the County's Internal Affairs Investigator or assigned outside investigator.

16. Except where outside agencies are involved in the investigation, the County may impose discipline no later than eighty (80) work days after it acquires knowledge of the incident for which the disciplinary action is posed, unless facts and circumstances exist which require a longer period of time.

17. An employee may be allowed to use up to 50% of the amount of suspension time, up to a maximum of 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.

18. Pre-Determination Hearing

A. The employee is entitled to a pre-determination hearing whenever unpaid suspension, demotion or termination of employment has been recommended.

B. Following notification of intent to suspend, demote or terminate employment the employee may be placed on administrative leave, with pay, pending the predetermination hearing outcome with the approval of the Human Resources Director and County Manager.

C. Within five (5) work days of receipt of the Notice of Intent to Suspend, Demote or Terminate, the employee shall deliver a written memorandum to the Human Resources Director to indicate the employee is requesting a pre-determination hearing, with receipt acknowledged by the Human Resources Department.

D. If the employee does not request a pre-determination hearing, or fails to appear at the hearing, the employee is deemed to have waived his/her right to contest the matter and the action recommended in the notice of intent shall take effect.

E. If there is a request for a Pre-Determination Hearing to the Notice of Intent, the hearing shall take place within 10 work days of a request for a hearing, unless the employee and the employer agree in writing to an extension of time or a hearing officer who is not a county employee is retained to conduct the hearing. A representative of the employee's choosing may represent the employee.

F. The purpose of the oral response is not to provide an evidentiary hearing but is an opportunity for the employee to present his or her side of the story. It is an initial check against mistaken decisions and a determination of whether there are reasonable grounds to believe the charges against the employee are true and support the proposed action.

G. The employee shall be notified by the department head or designee, within five (5) work days, of the results of the pre-determination hearing.

H. The Notice of Determination will specify the disciplinary action to be imposed, and the effective date of the action. The notice will be delivered by mail to the employee's address of record, email, or by personal delivery.

I. The Notice of Determination may be appealed in accordance with the grievance articles. Only employees who elect to have the pre-determination hearing shall have an appeal right.

J. The audio or video recording of the pre-determination hearing is required. The Union shall also have a right to record or request a copy of the hearing.

Article 10 **GRIEVANCE PROCEDURE**

1. The purposes of this grievance procedure include:
 - A. To promote improved employer-employee relations by establishing grievance procedures on all disputes.
 - B. To afford each employee a systematic means of obtaining further consideration of problems.
 - C. To ensure that efforts are made to settle grievances at the lowest level.
 - D. To handle grievances as informally as possible.
2. The following matters are subject to the grievance procedure:
 - A. Any decision that violates this Agreement, County ordinances, policies or procedures; Federal or State laws or regulations; or established public policy, with the following *exceptions*:
 - 1) Verbal admonitions/verbal reprimands.
 - 2) Performance evaluations.
 - 3) Non-selection for vacant positions.
 - 4) Disputes as to whether an established County policy or practice is good or appropriate.
 - 5) Management style, job direction and assignment of tasks/duties.
 - 6) Reassignment or transfer provided there is no loss in pay.
 - 7) Resignation by the employee.
 - 8) Staffing patterns.
3. Grievances must be initiated within ten (10) work days of the incident giving rise to the grievance. Grievances related to disciplinary action shall proceed directly to the Second Step of the formal procedure. Service of grievance by email is acceptable.
4. A written grievance shall include a statement of the facts, the articles or policies alleged to have been violated, and the requested remedy.
5. Informal Grievance Procedure.
 - A. Any employee who has a non-disciplinary grievance ~~should~~ shall first try to settle it through discussion with his/her immediate supervisor. This step should be taken without undue delay but no later than ten (10) work days after the grievant knew or reasonably should have known of the action that precipitated the grievance.

- B. If, after this discussion, he/she does not believe the problem has been satisfactorily resolved, he/she shall have the right to initiate a formal grievance within the ten (10) work day deadline.
6. Formal Grievance Procedure.
- A. Issues that cannot be resolved through the informal grievance procedure may be taken to the formal procedure. The levels of review in the formal grievance procedure follow the chain of supervision and are listed below:
- B. First Step. The grievant shall serve a written grievance with the grievant's immediate supervisor and the Human Resources Department unless the grievance is against the immediate supervisor in which case the employee shall serve the written grievance at the next supervisory level and the Human Resources Department within ten (10) work days of the precipitating event or five (5) work days of concluding the informal grievance process whichever is later.
- C. Second Step. If the grievance is not resolved within ten (10) work days at the First Step, the grievant may serve a copy of the written grievance to the department head or designee and the Human Resources Department. This written grievance must be served within ten (10) work days from the date of the immediate supervisor's response or the date that a response was due, whichever is earlier, or the grievance is forever barred.
- D. Third Step. If the grievance is not resolved within ten (10) work days at the Second Step, the grievant may serve a copy of the written grievance with the County Manager and the Human Resources Department. This written grievance must be served within ten (10) work days from the date of the department head or designee's response or the date that a response was due, whichever is earlier, or the grievance is forever barred.
- 1) The County Manager will issue a final decision within ten (10) work days of receiving the grievance
7. Conduct of Grievance Procedure
- A. The time limits specified above may be extended by mutual agreement of the employee and management.
- B. Once a grievance has been dismissed, either through direct action or by inaction, the grievance cannot be reinstated by the employee.
- C. Employees shall be free from reprisal for using the grievance procedures.
8. Arbitration. The County or the Union may request arbitration of the final decision of the County Manager, except for letters of reprimand. The request for arbitration must be submitted in writing to the Director, Human Resources Department within ten (10) work days of receiving the final decision. The deadline to request arbitration may not be extended.
- A. An employee must have the written concurrence of the Union at the time the request for arbitration is submitted. Failure to have the written concurrence of the Union will bar the request for arbitration.
- B. The Union and the County will each pay one-half of the arbitrator's fees and expenses.

- C. Upon notification that the Union desires to proceed to arbitration under this article, the parties shall within fifteen (15) work days request a list of five (5) arbitrators from the Federal Mediation & Conciliation Service. The Arbitrator will be selected from a list of ~~five~~ arbitrators provided by the Federal Mediation & Conciliation Service. If the Union and County cannot agree on an arbitrator from the list, the Union will exercise the first and third strike of names and the County will exercise the second and fourth strike of names. The remaining name will be the Arbitrator for the matter. Upon selection of an arbitrator, the request to set a date for arbitration shall be made to the arbitrator within fifteen (15) work days of selection.
- D. The Arbitrator will be bound by the laws of the State of New Mexico.
- E. Hearing.
 - 1) The hearing will be informal.
 - 2) The Arbitrator will issue a final decision within sixty (60) calendar days of concluding the hearing.

Article 11

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, the County will provide the Union with notice at the earliest opportunity, but normally at least forty-five (45) calendar days in advance. The Union may request, within five (5) work days of receiving the notice, a meeting to discuss its concerns. The County will be available to meet with the Union within ten (10) work days of the Union's request.
2. The County will inform the Union, in writing, about the kind of work it would contract out and the approximate duration of the project.
3. The County is committed to contract out work on a case-by-case basis and according to specific needs as demanded by specific projects. The primary intent of contracting out bargaining unit work will not be to displace bargaining unit employees.
4. Jobs that are currently contracted out by the County may continue to be contracted out in the same manner.

Article 12

LAY OFFS-REDUCTIONS-IN-FORCE

1. Separation. An employee may be laid off due to a shortage of County funds, elimination or positions, or elimination of work.

2. Notice. When a department anticipates a layoff for any of the above reasons, the Human Resources Department will provide notice to the Union and the employee, absent exigent circumstances, at least thirty (30) calendar days in advance of the effective date of the layoff.
3. Order of Layoff. Employees will be laid off based on seniority, with the least senior employee being laid off first. The criteria for implementing a layoff will be by the following priority:
 - A. Seniority with the County;
 - B. Seniority in the Department;
 - C. Seniority at a particular job; and
 - D. Drawing of lots.
4. A classified employee scheduled for layoff may be assigned to another position provided:
 - A. The employee's work status is satisfactory.
 - B. The employee meets the qualifications for the position.
 - C. The employee agrees to accept the pay rate of the position.
5. An employee who because of a layoff transfers out of the bargaining unit to accept another position with the County may return to the former position if it is available within three hundred sixty-five (365) calendar days without any loss of seniority. The employee shall make his decision to return to the former position within five (5) calendar days of being notified in writing that the position is available.

Article 13

NEW EMPLOYEES AND NEW JOB CLASSIFICATIONS

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

Article 14**JOB DESCRIPTIONS AND CLASSIFICATION CHANGE**

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

Article 15**HEALTH AIDS & PERSONEL ITEMS DAMAGED IN THE LINE OF DUTY**

1. Health aids damaged in the scope of assigned work and reported in an incident report will be repaired or replaced by the County. Health aids include prescription eye glasses, hearing aids, insulin pumps, and other medically prescribed aids.
2. The County will repair or replace uniform items damaged in the line of duty when the damage is reported in an incident report.
3. Employees will be reimbursed for watches damaged in the scope of assigned work and reported in an incident report will be repaired or replaced by the County. The cost of repair or replacement may not exceed \$40.00.

Article 16**DETENTION UNIFORMS**

1. All officers will be issued and required to wear a uniforms designed to be worn under body armor, if needed. The shirts provided will be high quality 5.11 polos and officers will have the choice of selecting short sleeve polos, long sleeve polos or a combination of both. Officers will also be provided 5.11 Taclite Strike Pants if available through existing county contracts, otherwise similar 5.11 pants. The pants will be ordered using the size provided by the employee or if the employee does not provide a size using the employee's size on file with the detention center. In the event the pants do not fit properly the officer will have the opportunity to reorder to obtain the correct size.
2. Officers will continue using their current uniforms until they need to be replaced.
3. By the completion of their probationary period an employee shall have six uniform shirts and six uniform pants.
4. An employee will receive new uniforms as needed to replace worn or damaged uniforms.
5. An employee will receive one (1) pair of non-slip safety type boots which will be replaced as needed.
6. An employee will be issued one (1) new jacket which will be replaced as needed.
7. Replacement. The items in Sections 1 through 5 will be replaced free of charge when they become too worn or damaged in the performance of duties. Only facility issue jackets will be allowed as jackets in the secure area of the facility. All items that need to be replaced due to normal wear and tear or due to damage in the line of duty will be

replaced after the Officer has completed an incident report justifying a need to replace uniform item.

8. Uniform items, including the jacket, are not to be worn except while performing the duties of a detention center officer or traveling to and from work at the Detention Center.

Article 17 **EQUIPMENT**

1. Certain items are required equipment. Required equipment will be provided by the Detention Center. The officer is responsible for maintaining the equipment. Some accessories for required equipment are optional. When determined by Management, the Detention Center will provide optional equipment for which the Officer will be responsible.
2. Chemical Agent Oleoresin Capsicum (O.C.)
 - A. O.C. will be provided by the County to those officers working in the adult facility who requests O.C, and have obtained a certification to carry O.C. from a program approved by Management.
 - B. Officers must complete an annual refresher course on the use of O.C.
 - C. The Training Division will maintain and update the training records and have them available for inspection upon request.
 - D. The only chemical agent approved for use in the Dona Ana County Detention Center is oleoresin capsicum (O.C.). The specific O.C. potency must be approved by Management.
3. Handcuffs
 - A. Handcuffs will be provided by the County to be checked out at the beginning of each shift and checked back in at the end of the shift. Officers are to carry at least one pair of handcuffs with double lock capability on their person while in the secure area of the facility. Officers may use their own handcuffs in lieu of county issued handcuffs.
4. Vests/Holsters
 - A. Officers are required to wear a vest which will be provided by the County.
 - B. Holsters will be provided by the county to firearm certified officers while engaged in activities that require the use of a handgun.
 - 1) Officers may buy their own holsters if the holster meets requirements/retention standards.

Article 18 **FIREARMS**

1. When the Director determines that it is necessary, the Detention Center may establish firearms operating procedures and provide employees training on firearm use.
2. Firearms qualifications will be conducted in accordance with the New Mexico Firearms Certification Training.

3. An employee who fails to qualify for firearms use on the employee's first attempt will be permitted a second opportunity to qualify in accordance with the Detention Center Policy and Procedures. Qualification testing for the first and second tests will generally be during the employee's normal work schedule. When such scheduling is determined not to be possible, the employee will be compensated for the first and/or second qualification time at the required FLSA rate. An employee who does not qualify on his/her second attempt will be removed from any position that requires firearm certification.
4. Although firearm training is voluntary, when an officer elects to receive the firearms certification, the officer will be allowed to take the training on their shift(s) if approved by the assigned lieutenant (which approval shall not be unreasonably denied) or may take it on their day off.
 - a. For officers working the graveyard shift, they shall be allowed to leave their shift no later than 2200 hours on the day prior to their training.

Article 19

INOCULATION AND IMMUNIZATION

1. An Employee who while on duty is exposed to a contagious disease and who requests inoculation and immunizations for such disease will receive the medically necessary inoculation and immunizations for himself and his 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.
3. When the County requires immunizations, they shall provide the Union at least ten (10) work days notice of any required vaccinations.
4. In the event the County requires certain vaccinations, the vaccination shall be administered while the employee is on duty to the extent possible. If the vaccine cannot be administered when the employee is on duty, the employees shall be paid for all time used to receive the vaccine and shall be paid no less than 2 hours at the applicable straight time or overtime rate.
5. The County agrees to hold any employee harmless who incurs financial costs related to complications arising from receiving a vaccine (e.g. loss of leave accruals, medical costs, etc.).

Article 20

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 performance of their duties.
2. The Employee shall comply with such rules, regulations and practices as may be prescribed to provide safe, sanitary and healthful working conditions.
3. The County shall:
 - A. Provide and develop safe and healthy working conditions and practices;
 - B. Provide clean work sites and grounds as required by OSHA standards 1910 and 1926.

- C. Provide an area for Employee meal and break periods as required by OSHA standards 1910 and 1926; and
- D. Maintain in safe working condition County-owned motor vehicles, tools, and equipment.
- E. Provide employees with adequate information on communicable diseases and infestations and hazards to which they may have routine exposure.

4. Hostage Taking and Battery. Employees who, during the performance of their duties, are seized or detained by force or threat and/or are victims of a significant battery, shall, immediately after the incident, be granted a reasonable period of administrative leave with pay to recover from the immediate impact of any physical or psychological harm caused by the action. Such period of leave shall not exceed forty (40) hours. If an employee receives any other monetary compensation for lost earnings during for the period of administration leave, such as from worker' compensation lost time benefits, the employee shall reimburse the county in the amount of the compensation received.

5. Critical Incident Stress Debriefing. The Employer shall provide employees 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.

6. Health and Safety Committees. To facilitate the development and active maintenance of safety management programs, a Health and Safety Committee (hereinafter referred to as "HSC") is established. The Labor Management Committee may serve as the HSC by mutual agreement of the parties. The Employer and the Union shall appoint a reasonable and equal number of management and union selected employees to the HSC. The HSC shall meet as needed, based on the tasks needing to be accomplished, and employee members shall attend on paid status. Either party may request to meet. The HSC shall:

- A. Recommend safety and health standards specific to each agency's operations;
- B. Recommend guidelines designed to minimize employee risk of becoming harmed by detainee violence or abuse; and
- C. Be briefed, upon request, by Employer representatives undertaking workplace redesign and seek remedies for work areas with inadequate heating, ventilation, cooling, air quality, and workspace.

Article 21 **TRAINING**

1. Doña Ana County shall conduct a Training Academy of detention officers at least every calendar quarter when there is a vacancy rate of more than three percent (3%) of funded grade 11 officers provided there are at least seven (7) cadets-that have been hired.
2. All uniformed personnel will be provided at least forty (40) hours per year of re-certification training.
3. All New Mexico Counties trainings shall be posted at least one month in advance from when officer overtime memos are due to avoid a conflict in scheduling.

Article 22 **SENIORITY**

1. Job Classification/Title Seniority is defined as a total length of employment in a specific job classification/title as a full-time employee.
2. Department Seniority is defined as a continuous length of employment in the Doña Ana County Detention Center as a full-time employee without a break in employment.
3. County Seniority is defined as a continuous length of employment with the County as a full-time employee without a break in employment.
4. Job Classification/Title Seniority and Department Seniority will be forfeited at the time of separation from the Detention Center. If an officer becomes reemployed as an officer, seniority will be from the new date of hire.
5. When seniority is a factor in determining an employment or other action and the date of seniority is the same, the tie will be broken by the personnel control number.
6. For the purposes of seniority within this agreement, an officer's date of hire begins when they are initially hired by the County, not when they graduate from the academy.
7. If an officer changes their last name while working for the Dona Ana County Detention Center, their seniority will not be affected. The officer's last name at the time of hire will be the last name used for bidding and seniority purposes.
8. If a non-bargaining unit employee demotes into the bargaining unit, for bidding purposes, their seniority will start based on their date of demotion.

Article 23 **SHIFT BIDDING FOR DETENTION OFFICERS**

1. The parties have agreed to the County's roster of all posts and post packages available for selection by bidding and assignment as set out herein (hereinafter "roster"). Each post package sets out the assigned shift post, shift and the regular days off (RDOs). If the County needs to alter the agreed to roster, the County will submit a proposed revision to the Union and allow the Union an opportunity to comment upon the revision.
2. Posts will be filled in accordance with staffing when possible in accordance with management directive. Vacant posts shall be filled with officers available for overtime by a Lieutenant or higher-level ranking officer.

3. Detention officers will be allowed to bid for shift assignments twice a year. Bidding will be 100% in accordance with department seniority. The officer with the highest seniority in the job classification will have first choice. Shift bidding will occur every year in the months of June and December with the specific one-week period determined by the Captain of Administrative Services and announced no later than December 15th and June 15th of each year. Any employee who was the subject of formal disciplinary action due to excessive tardiness or absenteeism in the preceding twelve (12)- month period will be disqualified from bidding for shift assignments in classification, booking, transport, and visitation. (An employee who continually exhausts his/her accrued sick leave balance without a certification under the FMLA; an employee who develops a pattern of being absent from work without preapproved sick leave for days before or after the employee's days off or on the same day of the work week; an employee who is absent from work and fails to notify his/her supervisor of an illness or injury that prevents him/her from being at work.)
4. Management will give the number of available posts for each shift and unit prior to bid selection. A list will be provided no later than the 1st of June and December.
 - A. Each officer shall bid for the shift (Day's 1, Day's 2, Night's 1, Night's 2).
 - B. Each officer and sergeant shall bid for the unit (Bravo/X-Block, Health care, Fox/Gulf, Echo, Booking, Juvenile, Transport, Visitation, Classification, Delta 2, Visitation, DHS, Training, Safety, Juvenile Booking, Compliance, Administrative).
5. Detention officers will be allowed to bid for positions for which they are qualified. Specialty post (excluding booking) require satisfactory passing probationary period.

SPECIALTY POSTS	
Administrative Sergeant	2 Years
Booking Sergeant/Officers	2 Years
Classification	2 Years
Disciplinary Hearing Sergeant	2 Years
Juvenile Booking Sergeant	2 Years
Master Control	2 Years
Safety Sergeant	2 Years
Training	2 Years
Transport Sergeant/Officers	2 Years
Compliance Sergeant	3 Years

- A. Officers assigned to transport must be at least twenty-one (21) years of age (authorized to carry a weapon on duty), must be a certified officer, must possess a valid driver's license, must have completed defensive driving course prior to bid, must be a U.S. citizen per NMSA 33-3-28, must be certified in the DACDC gun certification course at the time of bid, must be certified in DACDC Taser course at the time of bid, and have no misdemeanor or felony convictions for domestic violence. For officers assigned to transport partial day per diem will be determined in accordance with state and county law. Management may require each transport officer or any other officer performing transport duties to maintain travel records in a specific format to retain such records for Management's review. Failure to maintain such records may result in non-payment of partial day per diem.
 - B. All officers bidding for specialized positions requiring specific credentials or certifications must be able to present qualifications upon request.
 - C. Management will determine the number of female officers to be assigned to a specific work area.
 - D. Accountability, monitoring, validation and justification of all assignments are to be made using a union representative for assignments. The captain of Administrative Services or designee will provide supervision of the process.
 - E. Complaints regarding shift assignments shall be made to the union stewards and not Management
 - F. Changes to assignments will only be made when management has determined it is necessary and in accordance with policy and management rights. Management will consult with the union before making any changes.
6. When a temporary duty post lasts more than forty-five (45) days, the officer working the temporary duty post will not keep the post held by the officer during the post bid process.
7. **Miscellaneous Provisions Applicable to all Post/Post Packages**
- A. The Employer has the right to remove an employee from his/her post of choice or assigned post, or to assign an employee to a post of his/her choice if there is a substantial need to do so. The Employer will verbally notify the employee of the reason for such a removal or assignment; and if requested in writing by the employee, the Employer shall provide the reason in writing to the employee.
 - B. The Employer may refuse to assign an employee to a post or may remove an employee for a post if the employee does not meet the written requirements or qualifications for the post, as determined by the Employer. provision
 - C. The Employer may remove an employee from a post if the employee receives a disciplinary action for a performance deficiency related to the specific duties of that post.
 - D. The County may suspend the provision of this Agreement in the event of an emergency.

- E. The Employer may place an employee who is on early return to work or modified duty status in any control center post or any front entrance/front desk post. The Employer shall include a written notice on the bidding roster next to such posts that an employee who bids on and/or who is assigned to such a post may be reassigned to another post if necessary to accommodate an employee on early return to work or modified duty status. The employee who is reassigned to another post shall be allowed to retain the same shift and the same regular days off. Once the employee who was on early return to work or modified duty status returns to regular duty, the employee who was reassigned shall be allowed to return to their original control center post or front entrance/front desk post.
- F. An employee who remains on early return to work for more than 90 days will lose his/her bid post.
- G. An employee on early return to work must be released to full duty with ten (10) days after the post bid in order to be eligible to bid.

Article 24

PROMOTIONS, DEMOTIONS 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. When there is a vacancy within a department 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) calendar 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.
4. 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 twenty (20) calendar days after the written request has been received. The written reason(s) is intended to be instructional for the applicant. The reason(s) shall not be grievable 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.
5. Movement from Classified Officer to Sergeant Pay Scale:
 - A. If the employee's wage as a Classified Officer is lower than the starting rate of pay for Sergeants at the time of advancement, the employee will be placed at the Sergeant starting rate of pay.
 - B. If the employee's wage as a Classified Officer is higher than the starting rate of pay for Sergeant, the employee will be placed at the next highest Sergeant pay step closest to

the Classified Officer's wage rate at the time of advancement. Future step increases will be made in accordance with Article 24 (Wages).

6. Demotions:
 - A. If a sergeant is demoted to a classified officer, their department seniority will be used to place them into their appropriate pay step.
7. In the event an employee loses their driver's license or their eligibility to drive a county vehicle, that employee will not be terminated but if driving is a requirement for their current post, they will be removed from that post immediately and will be unable to work in that post until their driver's license **and eligibility to drive a county vehicle** is reinstated and the next shift bid occurs.

Article 25 OVERTIME

1. All overtime will be paid on an eighty-six (86) hour pay period. For the purpose of this article the work week is defined as: Starting on Sunday at 00:01 running through the following Saturday 23:59. Vacation, sick leave and personal time shall be paid at the normal rate of pay and shall not be counted as hours worked for overtime purposes. Vacation leave, and personal time are not subject to reduction when additional hours are worked. These hours shall be paid in the same pay period in which they were taken.
2. 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 amount of available overtime, the County shall assign the overtime on the basis of seniority among the employees who have volunteered to work overtime.
3. 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. Officers assigned to on-call transport weekend duty will also be excluded from any mandated overtime for that period unless all other mandated overtime assignments have been exhausted.
4. After an officer has been mandated to work overtime during a pay period, that officer shall not be mandated to work overtime again until a full rotation of the overtime list. Officers who volunteered for overtime will be bypassed the first rotation up the list.
5. No officer shall be mandated to work more than twenty-four (24) hours in any combination of volunteer or mandated overtime hours per pay period, unless the Officer requests additional overtime days. An Officer may volunteer up to sixty (60) hours of overtime per pay period.
6. The County will offer overtime for the following two pay periods approximately one month in advance, based on seniority. Employees may volunteer for shifts of overtime they would like to work for the pay periods offered. Employees shall volunteer for overtime by turning in their memos by the posted due date, which is posted yearly by January 30th. Those overtime requests will be locked in and guaranteed. No later than two weeks after the initial submittal deadline, DACDC will post a secondary list of available shifts to provide

- another opportunity for voluntary overtime. The Count shall post the final overtime schedule no less than one week prior to the start of the new calendar.
7. Overtime shall be scheduled as twelve (12) hour shifts for days and nights. Transport and visitation post will be excluded from mandated overtime unless all other mandated overtime assignments have been exhausted.
 - A. Officers assigned to Monday – Friday, 08:00 to 17:00 Specialty Posts in Classification, Transport, Administrative Services or Training can volunteer for three (3) four-hour overtime shifts during each pay period. The overtime must occur after their regularly scheduled shift.
 - B. In order for the four-hour shifts to count against the twenty-four hour mandatory overtime limit, the total must equal twelve hours. Voluntary overtime shift less than or greater than twelve cumulative hours per pay period will not count against the twenty-four hour mandatory limit.
 8. All uniformed personnel are required up to forty (40) hours per year re-certification training (as required for certification by the NM Counties Association). This time shall not be used in the calculation of mandatory or volunteer overtime for the pay period. All trainings shall be posted at least one month in advance of the overtime schedule to avoid a conflict in scheduling.
 9. An Officer who calls in sick more than three (3) times in a three (3) month period may not work any additional overtime in the same pay period. Sick leave for which an officer provides a statement from a licensed health care provider will not be counted.
 10. Employees who have worked at DACDC for 20 years or more are only subject to twelve hours of any combination of volunteer or mandated overtime per pay period. However, they shall maintain the right to volunteer for overtime according to their seniority.

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 pay period, shall be compensated at the rate of \$60 per weekend from 1700 Friday to 1900 Sunday.
2. Officers will generally be in an "on-call" status for one weekend at a time.

Article 27 TACTICAL RESPONSE TEAM STIPEND

1. Members of the facility's tactical response team (regardless of name) will receive a stipend of \$50 per pay period for which they are active members of the team for the entire pay period.
2. Members of the tactical response team are considered team members and expected to perform the duties of the team on all shifts and post assignments they work even if the shift is not their regularly scheduled shift or regularly scheduled post assignment.

3. Doña Ana County retains the right to determine the number of employees that will be on the facility's tactical response team. The county will strive to keep the number of members of the facility's tactical response team consistent with current levels.

Article 28 **NIGHT DIFFERENTIAL PAY**

1. Officers who are assigned to work the night shift, currently defined as 1700 to 0500 will receive a night differential pay of \$40.00 per pay period.
2. The night differential pay will be paid beginning at the completion of the first full pay period during which the Officer has been assigned to the night shift.

Article 29 **INSURANCE**

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

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

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

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

2. Life insurance benefit is \$50,000.00 coverage for employee, \$10,000.00 for spouse/domestic partner, and \$5,000 for dependent children. Life insurance premiums shall be paid on the following basis:

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

Article 30 ADJUSTMENTS TO EMPLOYEE CONTRIBUTIONS FOR BENEFITS

1. If adjustments to employee contributions to the Public Employees Retirement Association are mandated by the State of New Mexico or by the Board of County Commissioners, such adjustments may be made after the county provides written notice to the Union.

Article 31 HOLIDAYS

1. Paid Legal holidays are defined as follows:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Juneteenth	Christmas Day
Independence Day	New Year's Eve
Labor Day	
Columbus Day	

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

2. In addition to the holidays set forth above, employee shall receive one paid "Personal Day" per year.

Article 32 VACATION LEAVE

- A. Vacation leave is provided to eligible employees for the purpose of rest and relaxation from their duties and for attending to personal business. Grant employees may or may not accrue vacation leave, depending on the terms of the grant agreement or funding source.

1. All full-time probationary and classified employees, and grant employees if the grant allows, will accrue vacation leave during periods of work time and paid leave time subject to "6" below, in accordance with the following terms and schedule:

Total Years of County Service	Accrual Rate Per Pay Period	Maximum Hours Per Year
0<3	3.08	80
3<5	4.08	106
5<7	4.62	120
7 < 10	5.08	132

10 or more

6.15

160

2. An employee may not carry over more than 240 vacation hours beyond the pay period that includes the last day in the fiscal year (June 30). All time in excess of 240 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/her vacation accruals above 240 hours. The DACDC Director shall submit a list of those employees who have been denied requested vacation time prior to June 25th each year and request approval of the County Manager to carry over more than 240 hours into the new fiscal year. If approved, the County Manager will forward the approval list to the Human Resources Department by July 1.
3. Classified employees shall be compensated in cash at their regular rate of pay for any accumulated but not used vacation leave of up to 240 hours when they are separated from the County.
4. An employee shall not accrue additional vacation leave for time worked in excess of forty (40) hours per week.
5. Leave will accrue only if the employee is paid for at least 50% of the employee's normal hours per pay period (as defined in the County payroll data system) including his or her own vacation and/or sick leave hours taken but not including any sick leave bank withdrawn hours or other sources such as worker's compensation or disability payments.
6. During periods of unpaid leave when the employee's earnings are not sufficient to cover the employee's group insurance premiums, the employee will be responsible for the payment of both the employee and employer contributions to maintain coverage unless the unpaid leave time is certified as FMLA covered time.
7. Leave shall not be granted in advance of accrual. Vacation hours accrued in one pay period cannot be used in the same pay period.
8. Vacation leave shall be requested and approved at least forty-eight (48) hours in advance, whenever possible. Approval will be subject to advance notification, and the needs of the department.
9. Vacation leave shall be charged in increments consistent with the time keeping system.
10. In the event of the death of an employee, compensation for earned vacation leave shall be payable to the employee's estate.

Article 33**INTERNAL AFFAIRS, INVESTIGATIONS, & POLYGRAPH EXAMINATIONS**

1. An employee accused of misconduct has the right to have a member (representative) of the collective bargaining unit present during any interview related to the alleged violation.
2. A representative may not interfere with the investigation. If possible, the interview of an employee will be during the employee's work hours.
3. Before the interview begins, the investigator will inform the employee of the nature of the investigation and provide the employee information sufficient to reasonably inform the employee of the allegations against the employee.
4. All findings that result in a suspension, demotion, or termination will be grievable.
5. If there is a finding against an employee that results in disciplinary action including a written letter of reprimand, suspension, demotion, or termination, the employee may request and be given a copy of any audio/video recording that is used as a basis in the decision to discipline the employee.
6. 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 statements until it has completed its investigation.
7. An employee must cooperate with any investigation and truthfully and completely answer any questions relating to the matter under investigation whether the employee is a participant or witness to the matter. Failure to cooperate may result in discipline including termination.
8. The County Manager may in appropriate cases, when it is believed that all other investigative leads have been exhausted, order an employee to submit to a polygraph examination as a condition of continued employment only after the Department Director has reviewed the case and recommends that the employee submit to a polygraph examination. The employee may have a representative observe the examination. The representative may not interfere with the polygraph examination and will generally view the examination through a window.

Article 34**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.
2. The County shall not interfere with the rights of employees and the Union to meet on matters related to the investigation or filing of a grievance.
3. The Union shall attempt to reserve meeting rooms by providing at least seven (7) calendar days' notice. A request for use of meeting rooms by bargaining unit employees must be submitted to the department or office head or designee for approval. The department head or designee should respond to the person requesting the room no later than two (2) calendar days after the request is received.

Article 35 **BULLETIN BOARDS**

1. The County shall provide space for union bulletin boards in areas accessible and frequented by Bargaining Unit Employees. Bulletin Board must be similar in size and style as currently exists in the County facilities. The bulletin board used by the Union shall be secured with a lock and the Union shall designate no more than two officers as custodians of the keys to the bulletin board. The names of the two officers will be provided to the Department Director within five (5) calendar days of their designation or change in designation. Use of the bulletin board shall be limited to the posting of notices concerning union business such as information related to the recreational and social affairs of the Union or Chapter; Union or Chapter meetings, Union or Chapter elections; reports of enactments and judicial decisions affecting public employee labor relations; and notices or announcements pertaining to the activities of the Chapter, State or National Association.
2. The Union bulletin boards shall not be used for political purposes or for statements/criticism concerning management.

Article 36 **SAVINGS CLAUSE**

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

Article 37 **WAGE INCREASE AND RE-OPENER**

1. A lateral hire will be given credit for full years of service as an applicable detention and/or corrections officer, or other directly related experience as determined by the Human Resources Director and the County Manager. Credit for prior years of service applies only to the rate of pay and not to other seniority as set out in Article 22.
2. An employee who voluntarily terminates employment on good terms (not as a result of any disciplinary action or in lieu of disciplinary action or with disciplinary action pending), and returns to employment within one year of separation from the County, will return at the pay step at which they left. An employee who returns to employment after one year will be given credit for prior years of service as set forth in paragraph 1 above.
3. Bargaining Unit employees' compensation shall be determined using the following compensation plan for the employee's classification with steps based upon their years of service in classification after being placed in the appropriate step at the time of hiring.

COMPENSATION PLAN Years in Grade Progression

Trainee	\$ 17.50
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AFSCME Covered Positions

		Officer														
Step		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
		\$ 18.00	\$ 19.00	\$ 20.00	\$ 20.36	\$ 20.73	\$ 21.09	\$ 21.45	\$ 21.82	\$ 22.18	\$ 22.54	\$ 22.91	\$ 23.27	\$ 23.63	\$ 23.99	\$ 24.35
Step		16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
		\$ 24.71	\$ 25.07	\$ 25.43	\$ 25.79	\$ 26.15	\$ 26.51	\$ 26.87	\$ 27.23	\$ 27.59	\$ 27.99	\$ 28.36	\$ 28.74	\$ 29.12	\$ 29.51	\$ 29.90
		Sergeants														
Step		1	2	3	4	5	6	7	8	9	10	11	12	13		
		\$ 21.00	\$ 21.55	\$ 22.11	\$ 22.66	\$ 23.22	\$ 23.77	\$ 24.33	\$ 24.88	\$ 25.44	\$ 25.99	\$ 26.55	\$ 27.10	\$ 27.66		
Step		14	15	16	17	18	19	20	21	22	23	24	25	26	27	
		\$ 28.17	\$ 28.69	\$ 29.20	\$ 29.71	\$ 30.23	\$ 30.74	\$ 31.26	\$ 31.77	\$ 32.28	\$ 32.80	\$ 33.31	\$ 33.76	\$ 34.21	\$ 34.66	

4. Upon ratification of this agreement, all bargaining unit members shall be advanced to the new rate of pay for their current step of the pay plan. Advancement to all future steps shall occur on the first full pay period of the fiscal year regardless of the employee's hire date or anniversary date within the classification.

5. For the 2023 fiscal year, all bargaining unit employees will receive additional compensation in the amount of \$2,500, distributed in equal installments each pay period beginning on the first pay period after ratification of this contract and continuing through the pay period ending period June 30, 2023. This payment is in addition to the employee's base pay and will not be used in calculating overtime rates.

6. The Union or the County may re-open this Agreement for two issues (not to include wages) in March 2023, two issues in March 2024, and two issues (not to include wages) in March 2025.

Article 38 DURATION OF AGREEMENT

1. This Collective Bargaining Agreement shall become effective on the date it is ratified by the Dona Ana County Board of Commissioners.
2. This Agreement is effective until June 30, 2026.

Article 39 RENEWAL OF AGREEMENT

1. This Collective Bargaining Agreement shall terminate as specified in the article discussing duration of the Agreement unless Management or the Union has notified the other in writing within one hundred twenty (120) calendar days prior to the Agreement's termination date that the party desires to enter a successor agreement. If a party gives such notice, the Agreement will continue to be in effect for one hundred eighty (180) calendar days from the date such notice is received by the other party or until the parties have entered

a new agreement whichever occurs first. Negotiations shall commence within thirty (30) calendar days after a party submits its initial proposals or on a mutually agreed-upon time.

Article 40 **ENTIRE AGREEMENT**


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

DATED this the day of 23rd August 2022.

AFSCME Council 18
Local 1529

By: 
Name: _____

Dona Ana County
County Manager

By: 
Name: Fernando Macias