

*AGREEMENT BETWEEN
DOÑA ANA COUNTY, NEW MEXICO
AND*



*AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES;
NEW MEXICO COUNCIL 18,
COURT SECURITY LOCAL 1879 AFL-CIO*

(As amended July 2022)

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Article 1 **AUTHORITY**

1. This agreement (hereinafter the “Agreement”) is entered into between Doña Ana County (hereinafter the “County”) and the County employees in the Doña Ana County Court Security 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 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. 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. 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.

2. 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.

Article 4 **APPLICABLE HUMAN RESOURCES POLICIES AND PROCEDURES**
AS AMENDED NOVEMBER 12, 2019

1. It is the intent of the parties that the following sections from the Human Resources Policies and Procedures as Amended November 12, 2019 apply to the terms and conditions of employment of the members of the collective bargaining unit, except where the provisions within the sections may be in conflict with specific articles of the Agreement.
2. When the County intends to add, delete, or modify any of the following sections of the Human Resources Policies and Procedures, the County 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, 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) calendar days of the date of the County's sending the notification. The County and the Union will then meet within fourteen (14) calendar 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
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- 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
- 5-10. On-Call Duty
- 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
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- 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
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- 8-8. Fitness for Duty
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- 8-10. Civic Duty Leave
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- 9-1. Coaching and Counseling
- 9-2. Work Performance Evaluations
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- 10-3. Types of Discipline
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- 11-4. Exit Processing
- 11-5. Separation Pay
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Article 5 **APPLICABILITY OF DASO POLICIES**

All currently existing DASO policies apply to the members of the collective bargaining unit.

Article 6 **SICK LEAVE BUY BACK**

1. **PURPOSE:** This program allows an employee to convert a portion of their sick leave balance to additional vacation leave or cash compensation while employed by Doña Ana County; to establish procedures related to and method of payment for unused sick leave balances for eligible employees while on active employment with the County and upon retirement and provides a wellness incentive to encourage employees to stay healthy and to be judicious with the utilization of sick leave hours.

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

- a. There are no limits to the amount of sick leave that can be accrued during an employee's service with the County.
- b. Employees 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:
 - i. Notification of intent to sell Sick Leave must be given to Human Resources between December 1 to December 15. Maximum Sick leave that may be sold back to the County in any given year will be one hundred twenty (120) hours.
 - ii. Rate of exchange for Sick Leave will be at a ratio of 3 hours of sick leave to 1 hour of vacation leave or payment and will be paid in accordance with the following schedule:
 1. *Employees who elect to convert to Vacation Leave:* Sick leave converted to Vacation Leave will be posted to employee's balance at the beginning of the first full pay period in January of the following year. Maximum for carryover of vacation 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 7 **EMPLOYEE INFORMATION**

1. The County will provide, at the written request of the Union, the following information related to bargaining unit employees: name, address, phone number, job title, assigned salary, office or department, and date of last hire. Requests for this information may not exceed two times in one calendar year. If the Union makes a request in excess of the two times per calendar year limit, the Union will pay an administrative fee of \$50.00 for each request beyond the two requests before the County is obligated to provide the information. The employee's address and phone number will be those reflected in the employee's personnel file.
2. The request by the Union will provide an email address to which the report may be sent.

Article 8 **LABOR MANAGEMENT COMMITTEE**

1. The parties shall establish a Labor Management Committee (hereinafter referred to as "LMC") which shall be a standing committee for the duration of this Agreement. The LMC will be comprised of up to three individuals appointed by the union president, one individual appointed by the Sheriff, one individual appointed by the Human Resources Director and one individual appointed by the county attorney. The LMC shall meet, upon request of either party, at a mutually agreed upon time and place on paid status for all members of the committee. The Union and the Employer shall each appoint one co-chairperson.

2. The LMC shall be free to address, without restriction, any topic of interest or concern which affects working conditions of bargaining unit employees. It is understood and agreed that while the parties shall not be restricted in the topics to be addressed other than set forth above, neither the discussions, nor the outcome thereof shall be considered or treated as constituting a binding agreement between the parties unless reduced to writing, and signed and dated by the authorized representatives of the parties respectively (e.g. a Memorandum of Understanding).

Article 9 **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 county to cease such collection. The Union will notify the Human Resources Department within ten (10) calendar days of receipt of any such documents received. 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 10 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 (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 imposed, 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. 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.
 - D. The employee shall be notified by the department head or designee, within five (5) work days, of the results of the pre-determination hearing.
 - E. 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.
 - F. 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.
- I. The audio or video recording of the pre-determination hearing is required. The Union shall also have the right to record or request a copy of the hearing.

Article 11 **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 12 **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 three (3) 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 13 **LAY OFFS-REDUCTION-IN-FORCE**

1. Separation. An employee may be laid off due to a shortage of County funds, elimination of positions, or elimination of work.
2. Notice. When a department anticipates a layoff for any of the above reasons, the Human Resources Department 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 14 **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 15 **JOB DESCRIPTIONS AND CLASSIFICATION CHANGE**

1. No changes will be made to existing job descriptions within the bargaining unit without fourteen (14) calendar days 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 16 **HEALTH AIDS & PERSONAL ITEMS DAMAGED IN THE LINE OF DUTY**

Health aids damaged in the scope of assigned work will be repaired or replaced by the County. Health aids include prescription eye glasses, hearing aids, insulin pumps, and other medically prescribed aids.

Article 17 UNIFORMS AND EQUIPMENT

1. The County will provide uniforms to bargaining unit employees who are required to wear a uniform as a condition of their employment. Uniforms will be replaced by the County as needed through normal wear or damage due to on-duty related incidents.
2. The County will be responsible for providing the following equipment:
 - A. A Ballistic vest which conforms to Level IIIA protections as prescribed by the National Institute of Justice Standard-0101.06. Any vests not meeting this standard at the time of the agreement will be replaced within the normal five (5) year cycle and shall be replaced by the County every five (5) years thereafter;
 - B. Badge;
 - C. All necessary patches and insignia;
 - D. All radio equipment necessary to perform his/her duties to include: radio, lapel microphone, batteries, and any earpieces needed for specialized assignments;
 - E. Duty ammunition for each employee's service weapon to include .40 S&W, .45 ACP, if the weapon is issued by the Department. The duty ammunition issued by the County shall be replaced every year during the annual firearms qualifications. Any weapon or ammunition not provided by the department must be approved by the department firearms coordinator;
 - F. Any pager or cell phone needed in accordance with on-call status or job requirements as decided by the Sheriff or designee;
 - G. Taser, only if funding is available as determined by the Sheriff;
 - H. Oleoresin Capsicum;
 - I. Digital recorder, only if funding is available as determined by the Sheriff;
 - J. Expandable baton
 - K. Assigned duty weapon unless the officer chooses to carry a personally owned weapon approved by the department firearms coordinator. If the officer chooses to carry an approved personally owned weapon, the officer will immediately return any department owned weapon to the department.
3. If the department elects to provide boots, duty belts, handcuffs and other essential equipment to full-time salaried law enforcement, all employees covered under this contract will receive the same.

Article 18 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.

Article 19 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.

Article 20 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 DASO Court Security 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 DASO Court Security. 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 a coin toss.
6. For the purposes of seniority within this agreement, an officer's date of hire begins when they are initially hired by the County.
7. If an officer changes their last name while working for DASO Court Security, 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 21 **COURT SECURITY/TRANSPORT OFFICER FIELD TRAINING OFFICE (FTO) PAY**

1. An employee must complete their one year probationary period with the Sheriff's Office to be eligible to attend the FTO certification class.
2. Those employees who are interested in attending the FTO class will be selected by the supervisory team. Some factors taken into consideration will be the employee's work performance, willingness to train new employees, follow the FTO guidelines and work with the supervisory team. Once these factors are satisfactorily met, training will be offered in order of highest seniority. Seniority will be based on date in classification
3. Once an employee has attended the FTO class, he/she will be required to train new hires as directed by the supervisory team for a minimum of three years.
4. The supervisory team will make a determination which FTO will be activated upon receiving a new hire.
5. Every employee, who is required to train probationary employees at the direction of the Sheriff or designee in the capacity of a field training officer (FTO), will be compensated an additional \$1.00 per hour while activated as Field Training Officer (FTO).
6. An activated FTO is defined as an FTO who is activated by their supervisor and assigned to train a new court security/transport officer. A FTO who is not actively training will not be compensated.

Article 22 **PARTIAL-DAY PER DIEM**

1. Transport/Court Security personnel shall be eligible for partial-day per diem. Claims for partial-day per diem shall be processed on an individual basis pursuant to the procedures and rules established in this article. The New Mexico Per Diem and Mileage Act (NMSA 1978 §10-8-1 *et seq.*), Regulations Governing the Per Diem and Mileage Act (NMAC §2.42.2.1 *et seq.*), and Doña Ana County Travel, Per-Diem and Mileage Policies (DAC Code Chapter 111) are incorporated herein by reference.

2. Pursuant to NMAC §2.42.2.8(B)(1)(e) and DAC Code §111-11(B), the County hereby exercises its authority to determine the meaning of “occasionally and irregularly” for the purposes of eligibility for partial-day per diem. In addition to the provisions of the above-referenced subsections, “occasionally” is further defined as eight travel trips or less in any three-month period for which partial-day per diem is claimed. Conversely, nine travel trips or more by any employee in a three-month period for which partial-day per diem is claimed shall be considered more than just occasional; therefore, that employee shall be ineligible for partial-day per diem for travel occurring during the three-month period in question.
3. Employees shall submit claims for partial-day per diem during the first week of January, April, July, and October for travel occurring during the previous three months.
4. The Sheriff’s department supervisory personnel shall maintain accurate travel records of employees subject to this collective bargaining agreement and shall provide appropriate documentation to the finance department consistent with the provisions of paragraph 2 of this article to adequately support any claim for partial-day per diem from any member of the bargaining unit that is subject to this agreement.

Article 23 OVERTIME

1. The Employer will offer voluntary overtime within the work unit (Court Security and Transport) by seniority order on a rotating basis. If the above procedure has been followed and no employees are available for overtime work, the Court Security/Transport overtime may be offered to sheriff deputies or contract employees. No Court Security/Transport Deputy will be sent home to save on overtime prior to any or all other employees performing Court Security/Transport duties.
2. Vacation and personal time shall be paid at the normal rate of pay and shall not be counted as hours worked for overtime purposes. Vacation 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.

Article 24 INSURANCE

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

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

Employee Plus Family

County – 80%

Employee – 20%

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

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

Article 25 ADJUSTMENTS TO EMPLOYEE CONTRIBUTIONS FOR BENEFITS

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

Article 26 HOLIDAYS

Paid Holidays are define as follows:

1. Paid Legal holidays are defined as follows:

- | | |
|------------------------|------------------------|
| New Years’ Day | Veteran’s Day |
| Martin Luther King Day | Thanksgiving Day |
| President’s Day | Day after Thanksgiving |
| Memorial Day | Christmas Eve |
| Independence Day | Christmas Day |
| Labor Day | New Year’s Eve |
| Columbus Day | Juneteenth |

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 on paid “Personal Day” per year.

Article 27 VACATION LEAVE

1. Vacation leave is provided to eligible employees for the purpose of rest and relaxation from their duties and for attending to personal business.

2. All full-time classified employees, 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 County Service	Accrual Rate 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	6.05	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 department head 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 28 **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 29 **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 30 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 31 WAGE INCREASE AND REOPENER

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 20.
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**

Years in Grade Progression

New Hire	1	2	3	4	5	6	7	8	9	10	11
\$ 15.42	\$ 15.86	\$ 16.32	\$ 16.78	\$ 17.25	\$ 17.71	\$ 18.18	\$ 18.64	\$ 19.10	\$ 19.57	\$ 20.01	\$ 20.48

12	13	14	15	16	17	18	19	20	21	22	23
\$ 20.95	\$ 21.40	\$ 21.87	\$ 22.33	\$ 22.81	\$ 23.26	\$ 23.72	\$ 24.19	\$ 24.64	\$ 25.10	\$ 25.57	\$ 26.05

4. Step increases will become effective the first full pay period after ratification with all future step increases occurring the first full pay period of the fiscal year.
5. The Union or the County may re-open this Agreement for wage negotiations and two additional issues in March 2022, March 2023 and March 2024.

Article 32 SEPARATION PAY

Bargaining unit employees retiring through PERA, with a minimum of fifteen (15) years of continuous County service, shall be compensated for accrued vacation leave up to a maximum of three hundred (300) hours. Retirees with a minimum of fifteen (15) years of continuous County service shall also be compensated for accrued sick leave hours at a 1:1 ratio for a maximum of six hundred (600) hours, subject to a maximum cash payment of fifteen thousand dollars (\$15,000).

Bargaining unit employees who previously retired through PERA and were hired or rehired by Doña Ana County on or before June 30, 2010, who voluntarily separate with a minimum of fifteen (15) consecutive years of service with Doña Ana County after having retired through PERA, shall be compensated for accrued vacation leave up to a maximum of three hundred (300) hours. Retirees with a minimum of fifteen (15) years of continuous County service shall also be compensated for accrued sick leave hours at a 1:1 ratio for a maximum of six hundred (600) hours, subject to a maximum cash payment of fifteen thousand dollars (\$15,000).

All other conditions of separation pay within County Policy 11-5, other than section G, shall apply.

Article 33 DURATION OF AGREEMENT

1. This collective bargaining agreement shall become effective on the date it is ratified by the Doña Ana County Board of Commissioners.
2. This agreement is effective until June 30, 2025.

Article 34 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 35 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.
3. The parties acknowledge that, during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

DATED this the 3rd day of August 2022.

AFSCME Local 1879
President

By: 
Name: Manuel Ramirez

Doña Ana County
County Manager

By: 
Name: Fernando R. Macias