

*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 Doña Ana County (hereinafter the “County”) and the County employees in the Doña 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. 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 audit on June 1 of each year to the Union president. Unused Union Business Pool of Hours shall be rolled-over and be added to the subsequent yearly allocation. If at the beginning of a fiscal year the total number of Union Business Pool of Hours 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 POLICIES AND PROCEDURES**
AS AMENDED JUNE 14, 2016

1. It is the intent of the parties that the following sections from the Human Resources Policies and Procedures as Amended June 14, 2016, 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
- 8-3. Vacation Leave
- 8-4. Sick Leave
- 8-5. Sick Leave Bank
- 8-6. Family Medical Leave Act
- 8-7. Family Military Leave
- 8-8. Fitness for Duty
- 8-9. Military Leave
- 8-10. Civic Duty Leave
- 8-11. Bereavement Leave
- 8-12. Blood Donation
- 8-13. Emergency Volunteer Service Leave
- 8-14. Administrative Leave Due To Inclement Weather and Hazardous Conditions
- 8-15. Holidays and Personal Day
- 8-16. Leave of Absence
- 8-17. Administrative Leave with Pay
- 8-18. Domestic Abuse Leave

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

- 10-1. Discipline System
- 10-2. Grounds for Disciplinary Action
- 10-3. Types of Discipline
- 10-8. Complaints

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

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

Article 5 **EMPLOYEE INFORMATION**

1. Upon request, the County will provide the Union, but no more often than every ninety (90) days, with the following information concerning bargaining unit employees: name, job title, salary, date of last hire, and available contact information. The report may be submitted in electronic format.

2. The Union will provide in writing within thirty (30) days of execution of this Agreement an email address to which the information may be sent.

Article 6 **FAIR SHARE**

1. Fair share is the payment of a fee by bargaining unit members who are not dues-paying union members for expenses related to negotiating and administering the Collective Bargaining Agreement. Pursuant to this Agreement, the following procedure shall be implemented for payment of fair share fees:
 - A. The union will not collect agency fees unless the Union has provided proof to the County that no less than 50% of the employees within the Collective Bargaining Unit are dues paying members.
 - B. The amount of the agency fee, not to exceed 75% of the Union's membership dues, shall include only costs related to the negotiation and administration of the Collective Bargaining Agreement and the adjustment of grievances or disputes of bargaining unit employees.
 - C. The procedures used by the Union for calculating and collecting the fair share fee will comply with all State and Federal requirements. The Union will provide notice to non-union collective bargaining unit members every twelve (12) months of the amount of the fair share fee for the next twelve (12) months and the bases on which that amount was determined. The notice will also inform non-union members that they have the right to challenge the amount of the fair share fee through a procedure set forth in the notice, under which any challenges will be resolved by an impartial decision maker. To the extent that applicable State and Federal Law requires that any portion of a challenger's agency fee be held in escrow pending resolution of the challenge, the Union will comply with any such requirement.
 - D. At the same time as it provides to non-members the notice described in subparagraph 4, the Union will certify to the County, in writing by a duly authorized officer, the amount to be deducted as a fair share fee during the twelve (12) month period then commencing. Upon receipt of that certification, the County will commence at the end of the next full pay period, making employee payroll deductions of the specified fair share fee payments for each pay period of that twelve (12) month period.
 - E. All money deducted from wages for fair share fees shall promptly be remitted to the Union after the payday covering the pay period of the deduction. If any employee has insufficient earnings for the pay period, no fair share fee deduction will be made for that employee for that pay period.
 - F. The Union will indemnify and hold the County harmless against any and all claims, demands, suits or other forms of liability, including payment of reasonable attorney fees and costs, for any claim or challenge to imposition of a fair share fee, subject to applicable law.

Article 7 **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 Human Resources Department between June 1st and June 30th of any year of this Agreement directing the County to cease such collection. The Human Resources Department will notify the Union president within two (2) work days of receipt of the document. The termination of dues will take effect at the end of the first full pay period in July of that year.
3. The County will forward to 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 8 **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 poor 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 present for the purpose of advising the employee.
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; and 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 and shall not be purged.

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 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 three (3) years from the date of issuance, unless any additional discipline or corrective action has been imposed within the three (3) year period.

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.

12. 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.

13. 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).

14. All disciplinary actions, including documented verbals, 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.
15. 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.
16. 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 pre-determination 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, 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. In the event the employee requests a pre-determination hearing the department head or designee shall hold an informal hearing to allow the employee the opportunity to respond to the proposed disciplinary action.

- F. The employee may be accompanied by a representative, in the capacity described below, may cross examine any witnesses who have provided statements, and may present documents on his/her behalf. If the representative is an attorney, the employee must so inform the Human Resources representative to allow the County time to arrange for its general counsel to be present at the hearing. The County reserves the right to have the general counsel present at any and all hearings.
- G. The department head or designee is fully empowered to grant or refuse extensions of time, to set procedures for the hearing, to conduct the hearing, and to take actions relative to the proceedings.
- H. The hearing may be continued at the request of either the employee or the department head or his/her designee. Requests to continue the hearing must be submitted to the Human Resources Director in writing at least three (3) work days before the hearing date. Continuances will not be granted to accommodate the schedule of representatives or witnesses. The Human Resources Director will notify all concerned parties of the continuance.
- I. Failure of the employee to comply with these procedures and/or failure to appear at the time and place of the hearing will result in dismissal of employee's request for a hearing and the action recommended in the notice of intent shall take effect.
- J. If the department head or designee determines that the recommended disciplinary action was arbitrary or taken without just cause, the disciplinary action may be revoked or modified. The department head or designee may otherwise modify or affirm the recommended disciplinary action.
- K. The department head or designee shall make a determination regarding the proposed action based on the evidence presented at the pre-determination hearing.
- L. The employee shall be notified by the department head or designee, within five (5) work days, of the results of the hearing.
- M. 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 or by personal delivery.
- N. The findings and decisions of the department head or designee may be appealed in accordance with the article governing appeals. Only employees who elect to have the pre-determination hearing shall have an appeal right.
- O. Nature of the Pre-Determination Hearing.

- (1) The hearing shall be informal. The technical rules of evidence and court procedure shall not apply, except that irrelevant, immaterial, or unduly repetitious material may be excluded. Evidence protected by the rules of privilege recognized by law may also be excluded.
- (2) The Employee may present his/her own evidence and statement. The Employee may choose one representative to accompany him/her at the hearing. The Employee may choose a non-attorney union representative who may present evidence and argument on behalf of the Employee. The Employee may, in the alternative, and at their own cost choose an attorney representative to accompany him/her at the hearing, however, the attorney may attend only as an observer and may not participate in and obstruct the hearing process. In the event the attorney observer is disruptive to the proceedings the hearing officer may remove them from the hearing. County Management reserves the right to have a member of the Legal Department attend all hearings.
- (3) The audio or video recording of the pre-determination hearing is not allowed.

P. Witnesses.

- (1) The department head or designee may limit the number of witnesses on any issue, including character and reputation evidence.
- (2) The department head or designee may exclude from the room any witness not at the time under examination. The employee, the department head, and their representatives may not be excluded unless their behavior is disruptive.
- (3) Coordination of witnesses and collection of witness statements on behalf of the employee requesting the hearing are that employee's responsibility except in cases of discrimination, harassment or workplace violence. In cases of discrimination, harassment or workplace violence, the employee shall provide a witness list to Human Resources at the time the hearing is requested and Human Resources will arrange for the witness(s) to appear. In the event that a county employee is uncooperative when contacted, Human Resources shall be notified by the employee requesting the hearing and will assist in securing the employee's cooperation.

Article 9 **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.
4. Informal Grievance Procedure.
- A. Any employee who has a grievance should first try to settle it through discussion with his/her immediate supervisor. This step should be taken without undue delay.
 - 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.
5. 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. 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. 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

6. 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.

- 7. 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. 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.
- 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 10 **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 11 **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 12 **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 13 **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 14 **HEALTH AIDS & PERSONAL ITEMS DAMAGED IN THE LINE OF DUTY**

1. Health aids damaged in the scope of assigned work and reported in an incident report 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 15 **DETENTION UNIFORMS**

1. All officers will be issued and required to wear a uniforms designed to be worn under body armor, if needed, which features a zip collar that allows easy donning and doffing while

keeping slings, straps and brass off your neck and which is made of high elastic lycra fabric which is close fitting, breathable, high resistance to wear, and has the collar zipper made of 65% cotton, 35%nylon, with sleeves and anti-scrape grid cloth production with super wear resistance. The pants will be designed as assault pants which are aggressively cut for maximum mobility and feature a unique padded waistband and hi-mobility stretch panels at the knee and lower back with functional pockets designed for use with removable combat knee pads and a velcro closure at waist band and simple kneepad height adjuster.

2. An employee will receive the following clothing in new condition the first and second year of this Agreement:
 - A. Three uniform shirts complete with applicable patches.
 - B. Three uniform pants.
3. Beginning the third year of this Agreement, an employee will receive new uniforms as needed to replace or damaged uniforms.
4. An employee will receive one (1) pair of non-slip safety type boots which will be replaced as needed.
5. An employee will be issued one (1) new jacket which will be replaced as needed.
6. 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.
7. 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 15.1 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. Officers are authorized to carry OC if the officers have obtained a certification to carry

O.C. from a program approved by Management. Officers, other than SERT and Transport officers, are not required to carry O.C. and must purchase their O.C.

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 Doña Ana County Detention Center is oleoresin capsicum (O.C.). The specific O.C. potency must be approved by Management.

Article 15.2 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.

Article 16 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 16.1 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.

Article 17 **SENIORITY**

1. Officers shall have seniority from the date of hire.
2. Seniority will be forfeited at the time of separation from the County. If an officer becomes reemployed as an officer, seniority will be from the new date of hire.
3. When seniority is a factor in determining an employment or other action and the date of seniority is the same, the tie will be broken by a coin toss.

Article 17.1 **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 the shift supervisors.
3. Detention officers will be allowed to bid for shift assignments once a year. Bidding will generally be in accordance with seniority. The officer with the highest seniority in the job classification will generally have first choice. Shift bidding will occur every year in the months of May and November with the specific two-week period determined by the Captain of Operations 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 prior 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 has the right to assign senior officers to positions to assure that all positions are filled according to management needs. In order to preserve a good balance of experience and skills on every shift, a maximum of 50% of the officers working on a shift shall be classified officers. The remaining assignments will be made according to management.
5. Management will give the number of available post for each shift and unit prior to bid selection. The total number of available posts per unit and shift will be split with 60% of available posts given to the union for seniority staffing. The remainder of the posts will be determined by management. Management shall attempt to honor all officer shift choice. Each officer shall bid for their top two choices in the following areas:
 - A. Each officer shall bid for the shift (Day's 1, Day's 2, Night's 1, Night's 2);
 - B. Each officer shall bid for the unit (Bravo/Charlie, Health care, Fox/Gulf, X block, Classification, Delta 2, Master Control, Juvenile, visitation, transport)

Each selection will be determined by the officer seniority starting with the officer's first choice then the officer's second choice. Should the officer not have seniority to fill their request for either selection, elimination will be made starting with the officer's first selection, with desired post and working in a reverse order in an attempt to fill as much of the officer's bid request as possible. Should none of the officer's requests be able to be filled, management will place the officer where needed giving thought to the officer's desired shift.

6. Each post contained in the roster (including specialty posts that do not require special certifications) shall be available for bidding and assignment on an agency seniority basis as set out, except for the following specialty posts for which only classified officers will be allowed to bid:
 - A. Specialty posts without certifications:
 - (1) Classification (2) years)
 - (2) Delta 2 Halcyon (1 year)

(3) Master Control (2 years)

(4) Juvenile facility(1 year)

(5) Booking (2 years)

B. Specialty posts requiring certifications

(1) Security Threat Intelligence Unit = STIU (1 year)

(2) Special Operations Group = SOG (1 year)

(3) High Risk Security Patrol = HRSP (1 year)

(4) Transport (2year post assignment)

In order to maintain a shift assignment for one of the above positions, the employee must submit a new bid every at each six month bidding cycle but will not be reassigned from that shift assignment unless no bid is submitted by the employee.

7. Detention officers will be allowed to bid for positions for which they are qualified.
8. Employees are only allowed to do 2 complete 6 month cycles per post, after which they are to bid on a different post for at least one rotation to encourage cross training, prevent stagnation and monopolizing of one post from others.
9. Special assignment positions including classification, healthcare (mental health units), transport, and visitation shall be for a minimum of two years. Special assignment positions require the following qualifications: Officers assigned to classification, transport, and visitation must be a certified officer.
 - 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 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 validate their credentials and certifications on the bid sheet to be considered.
 - C. Officers bidding must justify tenure in position.
 - D. Officers bidding must establish a process that prevents a less senior officer from being bid out of a specialized position the number of years denoted by this Agreement simply because of seniority.
 - E. Officers must establish a system that provides a consistent rotation process so all officers have the opportunity to learn all areas of Detention Center.
 - F. Management will determine the number of female officers to be assigned to a specific work area.
 - G. Accountability, monitoring, validation and justification of all assignments are to be made using a union committee for assignments with the Captain providing supervision of the process.
 - H. Complaints regarding shift assignments shall be made to the union stewards and not Management.
 - I. Assignment changes may not be made until first considered by the union.
 - J. Changes to assignments will only be made when Management has determined it is necessary and in accordance with policy and management rights.
10. 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.

11. 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.

- 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 60 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 17.2 PROMOTIONS AND TRANSFERS

1. Qualified employees within the bargaining unit will be given first consideration for filling a vacancy within the bargaining unit, promotions within the bargaining unit, transfer or assignment within the bargaining unit.
2. Selection for promotion or transfer will be made on basis of education, experience, training, skills, job performance and other abilities, as well as test scores, where applicable. Where these are equal among candidates, seniority in the department will be the deciding factor.
3. 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. Pay Adjustments:

- A. If an employee applies for and is selected for a position within a higher grade than the employee's current assigned grade, the employee will receive the entry rate of pay of the higher grade.
- B. In the case of a demotion, the employee shall be placed in the pay grade for the position to which the employee is demoted at a rate of pay commensurate with the employee's education, years of service, and directly related work experience as compared to other represented employees in the new pay grade.

Article 18 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 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.
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.
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 forty-eight (48) hours of overtime per pay period.
6. Overtime shall be scheduled as ten (10) hour shifts for days and eight (8) hour shifts for nights; specialty posts (Monday thru Friday) have the option to volunteer for available posts

according to schedule. Transport and visitation post will be excluded from mandated overtime.

7. All uniformed personnel are required up to forty (40) hours per year re-certification training. This time shall not be used in the calculation of mandatory or volunteer overtime for the pay period.
8. 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.

Article 18.1 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 \$40 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 18.2 SPECIAL OPERATIONS GROUP (SOG) STIPEND

1. Employees, who qualify for the Special Operations Group (SOG) stipend because of their assignments, will receive \$100.00 per pay period.
2. Call- back pay for SERT activations are covered in policy.

Article 18.3 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 19 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 – 75% Employee – 25% |

Employee Plus Family County – 75% Employee – 25%

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 | | |
| Salary < \$30,000 | County 80% | Employee 20% |
| Salary = \$30,000 - \$49,999 | County 75% | Employee 25% |
| Salary = \$50,000 + | County 70% | Employee 30% |
| Employee Plus One | | |
| Salary < \$30,000 | County 80% | Employee 20% |
| Salary = \$30,000 - \$49,999 | County 75% | Employee 25% |
| Salary = \$50,000 + | County 70% | Employee 30% |
| Employee Plus Family | | |
| Salary < \$30,000 | County 80% | Employee 20% |
| Salary = \$30,000 - \$49,999 | County 75% | Employee 25% |
| Salary = \$50,000 + | County 70% | Employee 30% |

3. The Doña Ana County Employee Benefits Committee will be formed no later than December 1, 2016. The purpose of the Employee Benefits Committee is to take a thoughtful, methodic approach to achieving and maintaining a benefits package that meets the needs of employees while being financially sustainable for the County. The union shall be entitled to have one (1) representative on the committee. The Committee is advisory in nature and the primary objectives of the Committee are:
- A. Contain the cost of the Doña Ana County Employee Benefits Plans
 - B. Assist in the development and maintenance of a benefits package that is flexible and meets the needs of County employees.
 - C. Assist in educating County employees about their benefits package.
 - D. Assist in eliciting feedback from County employees regarding their benefits package.

Article 19.1 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 19.2 SICK LEAVE BUY-BACK

1. The County Human Resources Department will consult with the Union and develop a “Sick Leave Buy-Back” proposal which will be submitted to the Doña Ana County Board of County Commissioners for its consideration by the first regularly scheduled meeting of the Board in November 2016.
2. Nothing contained in this article shall be construed to compel or require the Board of County Commissioners to adopt a “Sick Leave Buy-Back” program.

Article 20 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 21 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 22 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 23 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 24 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, as determined by the Detention Director, minus one year, up to a maximum of the starting rate beginning for step six (6) pay rate. Credit for prior years of service applies only to the rate of pay and not to other seniority as set out in Article 17.
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. Employees will be moved to their appropriate step with their base pay being increased to the appropriate pay for that step over a two year period.

**COMPENSATION PLAN
Years in Progression**

| <u>Position</u> | <u>Step</u> | 1 | 2 | 3 | 4 | 5 | 6 |
|-----------------|-------------|---------|----------|----------|----------|----------|----------|
| Unclassified | 9 | \$12.51 | //////// | //////// | //////// | //////// | //////// |
| Classified | | | | | | | |
| Officer | 11 | \$13.26 | \$13.97 | \$14.30 | \$14.65 | \$15.01 | \$15.37 |

| <u>Position</u> | <u>Step</u> | 7 | 8 | 9 | 10 | 11 | 12 |
|-----------------|-------------|----------|----------|----------|----------|----------|----------|
| Unclassified | 9 | //////// | //////// | //////// | //////// | //////// | //////// |
| Classified | | | | | | | |
| Officer | 11 | \$15.75 | \$16.10 | \$16.53 | \$16.93 | \$17.34 | \$17.76 |

| <u>Position</u> | <u>Step</u> | 13 | 14 | 15 | 16 | 17 |
|-----------------|-------------|----------|----------|----------|----------|----------|
| Unclassified | 9 | //////// | //////// | //////// | //////// | //////// |
| Classified | | | | | | |
| Officer | 11 | \$18.20 | \$18.64 | \$19.09 | \$19.56 | \$20.03 |

4. Advancement to all future steps will occur on 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 2017, March 2018 and March 2019.

Article 25 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, 2020.

Article 26 RENEWAL OF AGREEMENT

1. This Collective Bargaining Agreement shall terminate as specified in the article discussing duration of the Agreement unless Management or the Union has notified the other in writing within one hundred twenty (120) calendar days prior to the Agreement's termination date that the party desires to enter a successor agreement. If a party gives such notice, the Agreement 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 27 ENTIRE AGREEMENT

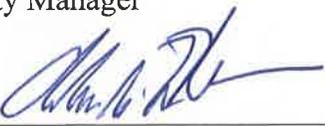
1. This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless specifically stated to the contrary herein, and constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term.
2. Management and the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

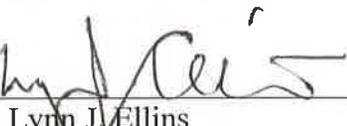
DATED this the day of 8 ^{July RC} ~~June~~ 2016.

AFSCME Council 18
Local 1529

Doña Ana County
County Manager

By: 
Name: David Krowl, President

For By: 
Name: Julia T. Brown, Esq.

By: 
Name: Lynn J. Ellins
County Clerk