

AGREEMENT
BETWEEN
SAN MIGUEL COUNTY
AND
AFSCME COUNCIL 18

Dated: June 23, 2015

San Miguel County, New Mexico

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PREAMBLE

This Agreement is entered into by and between San Miguel County, New Mexico (“County”), a political subdivision of the State of New Mexico, and the American Federation of State, County, and Municipal Employees (AFSCME), hereinafter referred to as the “Union”. This Agreement delineates the rights of employees, the Union, and the County, and assures at all times the orderly, uninterrupted, and efficient delivery of quality services to the County and its citizens. The County and the Union agree to uphold the well-being and care of the citizens of San Miguel County. This article is not grievable.

ARTICLE 1. MANAGEMENT RIGHTS

- A. The parties recognize that except as specifically limited, abridged, or relinquished by the terms and conditions of this Agreement, all rights to manage, direct, or supervise the operations of the County and its employees are vested solely in the County and are not subject to Union action or arbitration. The County’s rights include, but are not limited to:
 - 1. Direct the work of, hire, promote, assign, evaluate, transfer, demote, suspend, dismiss, or otherwise discipline employees;
 - 2. Determine qualifications for employment and promotions and the nature and content of personnel examinations;
 - 3. Determine the budget and the priority of services;
 - 4. Relieve employees from duties because of lack of work or other legitimate reason;
 - 5. Determine the location, operation, and size of its organization and the services to be offered;
 - 6. Develop rules and regulations not inconsistent with the terms herein for bargaining unit employees; and
 - 7. Take actions as may be necessary to carry out the mission of the County and deliver quality uninterrupted service in emergencies.
- B. The County and Sheriff have and retain all rights to administer the affairs of the Sheriff’s Office and Detention Center as established by law, rules, and regulations. Management retains any and all rights not specifically limited by this Agreement or PEBA.
- C. The Union will be given notice of any changes to the County’s Personnel Ordinance prior to implementation. The Union will be given ten (10) workdays to provide written input on proposed changes to the Personnel Ordinance. The Union may file written request to negotiate any proposed changes that affect bargaining unit employees’ health and safety or rules governing conduct and the parties shall bargain in good faith over such proposed changes.

ARTICLE 2. RECOGNITION

- A. The County recognizes the Union as the sole and exclusive collective bargaining representative for the Sheriff’s and Detention Officers employed by the County as certified in the appropriate bargaining unit. The bargaining unit consists of San Miguel County Detention Officers, Detention Sergeant, Classification Programs Officer, Classification Programs Records Coordinator, Transport Service Supervisor, Sheriff’s Department

Sergeant, Deputy, Sheriff's Department Radio Dispatcher, Commissary Officer, Visitation Officer, Administrative Area Secretary, Inmate Program Officer, and K-9 Handler. It is acknowledged by the parties that probationary employees are not a part of the bargaining unit.

- B. Employee for the purpose of this agreement is defined as a bargaining unit employee.
- C. Any amendments to the bargaining unit shall be in accordance with PEBA.

ARTICLE 3. UNION AND EMPLOYEE RIGHTS AND RESPONSIBILITIES

- A. The Union has the right and duty as exclusive representative to represent the interest of all employees in the bargaining unit regardless of membership or non-membership in the Union.
 - 1. The Union shall not use the County's or department's interoffice mailboxes, mail services, or e-mail for the dissemination of Union information, literature, or correspondence.
 - 2. The Union shall not use County time, equipment, property, or materials for Union business.
 - 3. If the County Manager, Warden, or Sheriff, or their designees, request the assistance of the Union President or designee, such meeting with the County Manager, Warden, or Sheriff or designee may be on paid time if during the employee's regular work hours.
- B. Employees have the right to form, join, or assist the Union. Employees also have the right not to form, join, or assist the Union. Membership or non-membership in the Union is strictly voluntary and the employee's right to join or terminate membership in the Union may be exercised at any time. Neither Management nor the Union shall interfere, coerce, or intimidate the employee in the exercise of the employee's right to join or not to join the Union.
- C. Union Membership Dues
 - 1. The County will allow for the deduction of membership fees for the Union. Membership in the Union is strictly voluntary. A bargaining unit employee may commence or terminate dues deductions at any time by providing written notice to the County. The dues deductions will commence or terminate by the second pay period after written notice is received by the County.
 - 2. Any bargaining unit employee may sign and deliver to the County's Human Resource Office an authorization in writing to deduct membership dues for the Union. Any authorization may be revoked by the employee at anytime in writing to the County's Human Resource Office. The County's Human Resources Office shall provide the Union with a time and date stamped copy of either a written authorization to deduct membership dues or the written revocation within two (2) working days of receipt of the same. The County will be notified in writing by the Union President of the amount of Union dues that are set by June 1st for the upcoming fiscal year. No changes to the deduction amount will occur after that date. The County will deduct membership dues and will not deduct any other fees, fines, or assessments of any kind.

3. The County will remit membership dues deductions withheld to AFSCME Council 18, at 1202 Pennsylvania NW, Albuquerque, New Mexico, 87110.
 4. Deductions will commence no later than two (2) pay periods after the County's Payroll Office receives written authorization from the employee.
 5. No membership dues deductions will be made for an employee who has insufficient earnings to withhold the dues for the pay period.
 6. The Union shall indemnify, pay for the defense of, and save the County harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or as a result of any conduct taken by the County for the purpose of complying with this Section. Once funds are remitted to the Union, the membership dues are the sole responsibility of the Union.
- D. Union Representative
1. The Union may appoint up to two (2) stewards from the Sheriff's Department bargaining employees and four (4) stewards from the Correction's Department bargaining employees to represent bargaining unit employees. The Union President will notify the County Manager in writing of the appointed stewards, their addresses, and telephone numbers and notification within ten (10) calendar days of any change in stewards. The notification will include a description of the authority the stewards have to act on behalf of the Union and employees.
 2. The County Administration will meet with recognized local, State, or National Representatives of the Union for the purpose of conducting official labor-management relations business. Advance appointments must be made with the Warden and/or Sheriff or their designees.
 3. Subject to staffing requirements, local union stewards and officers may request in advance and may be approved and granted leave without pay to conduct Union business.
 4. Non-employee Union representatives may request in writing for approval from the Sheriff/Warden to utilize an area in the Detention Center or Sheriff's Department to meet with bargaining unit employees on non-work time for purposes of administering this Agreement. Such request must be delivered to the Sheriff/Warden at least twenty-four (24) hours prior to the requested meeting time.
- E. Bulletin Boards. The County will identify a space at the Detention Center and Sheriff's Office for the placement of a bulletin board to be used exclusively for official union notices. The bulletin board will be provided by the Union. The size and type of the bulletin board is subject to the approval of the County. Postings on the bulletin board shall not be derogatory, inflammatory, political, or negative against the employees, the union, management, or the County Commission. Any violation of these conditions shall result in the removal of the bulletin board.

ARTICLE 4. HOURS OF WORK - STAFFING

- A. Hours of work and work schedules are established by the County. Employees will be assigned to work shifts with starting and quitting times. Work schedules will be posted in places in the facility frequented by the employees at least seven (7) calendar days prior to

the start of the schedule. Employees' work shift shall not be split into two (2) or more segments with an unpaid break of more than one (1) hour.

- B. The workweek is defined as Saturday at 12:00 midnight through Friday at 11:59 PM.
- C. All detention officers shall complete their assigned headcount, provide the headcount to their direct supervisor, and have it approved by the supervisor before completing their shift.
- D. Any employee who, without good cause, fails to report to work for three (3) consecutive days without prior notice to management shall be deemed to have provided just cause for termination of employment.
- E. The parties recognize that absenteeism is a major obstacle to maintaining needed staffing levels. The parties will work together to attempt to resolve issues of suspected abuse of paid leave including sick leave.
- F. Employees may be granted a fifteen (15) minute rest break during each half shift worked (four or more hours). Rest breaks will be taken as scheduled by management. It is recognized by the parties employees may have to interrupt their breaks as a result of an emergency.
- G. Rest periods are granted and shall not be accrued nor shall there be additional compensation for breaks not taken.
- H. Employees required to appear in Court on County business under Court order as a part of their duties and responsibilities shall be compensated at their regular rate of pay while in Court. A copy of the subpoena or other document shall be provided to management upon receipt. Such time is time worked and shall be included as time worked for the purpose of computing overtime compensation as required by applicable law.
- I. All employees will complete and submit timesheets in a timely manner and as directed by management. Failure to accurately complete the timesheet, timely submit the timesheets, and/or falsification of a timesheet may result in disciplinary action. Failure to follow the regulations and directives regarding timesheets will be considered a violation of policy and may result in disciplinary action.
- J. Upon written request, but no more frequently than once annually, the County Manager shall meet with the Union at a mutually agreed upon time and place to discuss staffing related concerns.
- K. On Call: Bargaining unit employees may be placed on on-call status as determined appropriate by the Warden or Sheriff, or their designee. Employees placed on-call will be provided with a cell phone and shall remain available to report to duty within one (1) hour of the call to report. Employees may be placed on call for seven (7) consecutive days and will be compensated \$50.00 for each seven (7) day period. An employee who is scheduled to be on-call and requests annual leave shall obtain an on-call trade with another employee in the on-call rotation before annual leave approval will be considered.
- L. Call Back: Bargaining unit employees who are called back to work after having left the premises will be paid for all hours worked at the regular hourly rate. Hours worked on call back shall be considered time worked for purposes of computing overtime. Employees called back to work will be guaranteed two (2) hours of work.

ARTICLE 5. HOLIDAYS

- A. The Board of County Commissioners will designate holidays in December for the following year. The designation will consist of eleven and one-half (11 ½) holidays per calendar year.
- B. Employees who do not work a holiday will be paid their regular rate of pay for holiday hours, equivalent to the employee’s normal shift, as determined by the County. Time paid for a holiday not worked is not time worked for the purposes of computing overtime compensation. Employees who do work the holiday will continue to be paid time and one half their regular rate of pay in accordance with County practice.
- C. To be eligible for holiday pay an employee must have worked their last regular assigned work shift or be on paid leave status for the entire shift prior to and the next regular assigned shift after the identified holiday shift.
- D. Holidays that occur during an employee’s annual or sick leave will be charged to the holiday as opposed to the employee’s annual or sick leave.

ARTICLE 6. VACATIONS

The County’s vacation policy shall apply to the bargaining unit. Employees requesting annual leave shall submit a written request at least fourteen (14) calendar days in advance of the first date of leave requested. Employees are encouraged to give as much notice as possible. Leave requested with less than fourteen (14) days’ advance notice may be considered, up to a maximum of two (2) days of leave. All leave is subject to staffing requirements and approval of the Sheriff/Warden or their designee.

ARTICLE 7. LEAVES

- A. Immediate family, as used herein, is defined as spouse, child, and parents.
- B. Sick leave benefits are intended to be paid to an employee during an absence due to personal illness or injury or to care for an immediate family member due to the immediate family member’s illness or injury. Sick leave benefits are to protect the employee from loss of earnings and for that purpose only. Benefits are not to be used to extend a vacation or to cover other absences. Upon separation from employment, the employee does not accrue any right for unused sick leave benefits.
- C. Any employee who is going to be absent from the employee’s regularly scheduled shift, due to illness or injury, shall contact management at least two (2) hours prior to the start of the employee’s shift.
- D. Sick leave will accrue at the rate per pay period as set forth below:

<u>Years of Service</u>	<u>Hours per Pay Period</u>
0 - 5 yrs. (60 months)	3.0 hrs.
6 - 10 yrs. (120 months)	4.0 hrs.
11 - 15 yrs. (180 months)	6.0 hrs.
16+ years	8.0 hours

- E. The maximum sick leave accrual is 480 hours. Sick leave is accrued only for time actually worked in twenty (20) hour increments and does not accrue if the leave extends beyond fourteen (14) calendar days.
- F. Sick leave abuse is defined as the repeated utilization of sick leave on the days immediately preceding or immediately following the employee's days off, the use of the leave for reasons other than the sick leave, or patterns of sick leave usage. This language also serves as notice that the abuse of sick leave will not be tolerated.
- G. Except in emergencies, any employee desiring to take sick leave for medical treatment, minor surgery, etc., is required to first obtain permission from management.
- H. Employees who exhaust their sick leave accrual and are still not released to return to work may request the use of accrued vacation. Such employees may be required to submit to a physical examination by a County selected physician.
- I. The parties recognize an existing problem with sick leave abuse. Sick leave abuse creates a significant cost to the County and an added burden to the employees who must assume the additional workload and the inability to take legitimate leave due to staffing requirements. The parties will work together to attempt to eliminate the abuse of sick leave. Employees who request and take sick leave and are found to have utilized such sick leave for other purposes will have provided just cause for disciplinary action.
- J. Employees shall furnish a doctor's release before returning to work after having utilized sick leave benefits after three (3) or more consecutive days.
- K. At the time of separation from the County for whatever reason, all accrued sick leave is forfeited.
- L. An employee's accrued sick leave is not transferable to any other person.
- M. The County has the authority and responsibility to investigate any suspected abuse of sick leave. An employee who requests and takes sick leave and is found to have used sick leave for reasons other than sickness, illness, or injury as requested shall have provided just cause for termination of employment.
- N. Bereavement Leave.
A bargaining unit employee may request bereavement leave for the death of an employee's spouse, parent, grandparent, child, grandchild, or sibling. Bereavement leave may be granted for one (1) shift. An employee may request additional shifts of leave to be charged to accrued sick leave. If the employee does not have accrued sick leave, the employee may request to utilize the accrued personal holiday. If the employee does not have a personal holiday, the employee may request to utilize accrued annual leave. If the employee does not have accrued annual leave, the employee may request to utilize leave without pay. Proof of death may be requested (such as a copy of a death certificate, obituary, or funeral agenda/card).
- O. Jury Duty.
Leave to attend jury duty will be handled in accordance with County Personnel Ordinance regarding Civic Duty Leave.
- P. Military Leave.
Employees shall be granted military leave according to the laws of the United States and the State of New Mexico and the County Personnel Ordinance.
- Q. Maternity Leave.

Maternity Leave may be requested and will be granted in accordance with the Family and Medical Leave Act (FMLA), as amended.

- R. FMLA.
An employee may request family medical leave. Such leave will be granted subject to the requirements of the FMLA. An employee on FMLA leave will have such leave charged first to accrued sick leave, then personal holiday, then accrued annual leave, then donated leave as may be provided in County policy, and finally to leave without pay.
- S. Leave Request.
All leave requests will be made on the appropriate County form. All leave, whether paid or unpaid, are subject to the recommendation of management and the approval of the Sheriff/Warden or designee(s).
- T. Leave Without Pay.
Leave without pay will be handled in accordance with the County Personnel Ordinance.
- U. A personal day will be the length of an employee's regular work shift (e.g. eight (8) hours shift receives an eight (8) hour personal day, twelve (12) hour shift receives a twelve (12) hour personal day, etc.).

ARTICLE 8. NON-DISCRIMINATION

- A. The parties agree that neither parties' representative, policies, or activities will discriminate against any employee based on race, age, sex, creed, color, national origin, religion, disability, marital status, sexual orientation, veteran status, political affiliation, union membership, or non-union membership.
- B. With the exception of personnel policies and procedures dealing with compliance with the Fair Labor Standards Act (FLSA), the American with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), the Family Medical Leave Act (FMLA), the Equal Pay Act (EPA), and all other applicable federal and state equal employment opportunity laws and regulations, alleged violation of this article may be grieved in accordance with the Grievance Procedure.
- C. The County's Personnel Policies and procedures apply to all bargaining unit employees, except as amended by specific provisions of this Agreement, and may be grieved as set forth in this Agreement.

ARTICLE 9. COMPENSATION

- A. Wages. Effective the first full pay period following ratification and signature of this agreement, or resolution of impasse, whichever is later, employees in the bargaining unit as of the date of ratification of this Agreement by the San Miguel County Commission will receive an increase to the regular hourly rate of pay for in accordance with the employee's full-time equivalent annual salary as follows:

<u>Full-Time Annual Earnings</u>	<u>Percent Increase</u>
40,000 – 49,999.99	2%

30,000 – 39,999.99	3%
20,000 – 29,999.99	4%

Bargaining unit employees will continue to receive their hourly rate of pay after implementation of the above increases for Fiscal Year 2015-2016.

- B. Pay Period.
The wages of employees shall be paid biweekly. In the event this day is a holiday, the preceding day shall be the payday.
- C. Retirement. The current retirement program will continue in full force and effect for the term of this agreement.

ARTICLE 10. OVERTIME

- A. Overtime compensation will be calculated and paid in accordance with the Fair Labor Standards Act (FLSA) and the 207K exemption. Paid leave is not time worked under FLSA and will not be counted as time worked for the purpose of computing overtime compensation.
- B. Employees shall not work beyond their regular assignment without written authorization from management. Overtime is a condition of employment and will be assigned to bargaining unit employees by the Sheriff/Warden or their designee(s). Overtime is subject to the approval of the Sheriff/Warden or designee(s) and shall be documented by the employee on the employee's timesheet and the Overtime Authorization Form.
- C. An employee who fails or refuses to work overtime will be considered to have provided just cause for disciplinary action including possible termination.

ARTICLE 11. SENIORITY

- A. Department seniority is defined as the length of continuous service within the County's Sheriff's Office or County's Detention Center.
- B. County Seniority is defined as the length of continuous service with San Miguel County.
- C. If two (2) or more employees have identical Department or County seniority, a tie will be broken by the employees' last four (4) digits of the social security number (higher number equals higher seniority).
- D. Employees rehired within six (6) months of resignation or twelve (12) months of layoff will have their seniority bridged.

ARTICLE 12. REDUCTION IN FORCE (RIF)

- A. When the County is contemplating a reduction in force of bargaining unit employees, the County will give the Union President written notice of the contemplated reduction no less than thirty (30) calendar days prior to implementation of a RIF. The Union President will be given the opportunity to meet with the County to discuss possible alternatives to the reduction in force.

- B. When a reduction in the working force is necessary, employees shall be laid off in accordance with their departmental seniority applied to classification held and the classification affected by the RIF. That is, the employee with the least departmental seniority shall be laid off first, provided that in the selection of employees for layoff, due consideration shall be given to the retention of employees properly qualified to perform the available work. Probationary and temporary employees will be laid off prior to bargaining unit employees.
- C. Affected employees will be given a written two-week notice of lay-off. The County may provide a two (2) week paid leave in lieu of the advance notice.
- D. Employees on any kind of leave at the time of a lay off will be considered for lay off in the same manner, conditions, and order as any other bargaining unit employee.
- E. Employees affected by the reduction in force will be terminated and must reapply to be considered for future employment by San Miguel County.
- F. A laid-off bargaining unit employee rehired within six (6) months from date of layoff will not be required to serve a probationary period.

ARTICLE 13. INVESTIGATIONS AND DISCIPLINARY ACTIONS

Internal/Administrative Investigations

- A. It is recognized by the parties that it is the County's obligation and responsibility to investigate any charge of employee misconduct.
- B. Any internal/administrative investigation conducted by the department or County shall comply with applicable law of the State of New Mexico and current departmental and County policies regarding internal investigations or administrative investigations.
- C. An employee being placed on administrative leave with pay pending an investigation will be notified in writing. The employee will remain available to report during normal administrative work hours.
- D. Internal/administrative investigations will normally be completed within forty-five (45) calendar days. If an investigation continues for more than forty-five (45) calendar days, the employee may request a status report.
- E. Sworn officers of the Sheriff's department shall have the rights as set forth in the Peace Officer's Employer-Employee Relations Act.
- F. An employee may request to have a Union representative present during an investigation meeting to act as an observer only. The unavailability of a Union representative will not delay an investigation meeting.

Pre-Determination Meeting

- A. Prior to the implementation of any disciplinary action, including a written reprimand, the employee will be provided the opportunity, at a pre-determination meeting, to respond to any charges that may lead to disciplinary action.
- B. The County will provide at least a three (3) day advance notice to the employee of the date, time, and place of such pre-determination meeting. The County will provide the employee with notice of the proposed action. The pre-determination meeting shall be informal in nature and shall not require adherence to the rules of evidence.

- C. The employee may be accompanied by a Union representative during a pre-determination meeting. The unavailability of a Union representative shall not delay the pre-determination meeting more than twenty-four (24) hours.
- D. It is not mandatory that an employee avail himself or herself of the right to a pre-determination meeting. However, an employee who fails to appear for a pre-determination meeting as scheduled will be deemed to have waived his/her rights to any further pre-determination meeting on this same matter.
- E. Pre-determination meetings may be recorded by the County. The employee may request a copy of the recording.
- F. Following the pre-determination meeting, the County supervisor or designee will issue a written determination either affirming, reversing, or modifying the proposed disciplinary action. The written determination will be issued within ten (10) calendar days of the pre-determination meeting, unless further investigation is necessary. The affected employee will be provided a copy of the written determination.

Disciplinary Actions

- A. Disciplinary actions imposed by the County on bargaining unit employees shall be based on just cause. Progressive discipline will be utilized as appropriate as determined by the County, on a case-by-case basis. The severity of the infraction and disciplinary history of the employee may affect the level of discipline imposed, including possible termination on the first offense.
- B. When possible, discipline will be imposed in a private setting with each party having the right to have a witness present. The employee's witness may be a Union representative.
- C. Disciplinary actions shall be limited to the following:
 - 1. Oral reprimand/Letter of Concern;
 - 2. Written reprimand;
 - 3. Suspension without pay;
 - 4. Dismissal/termination of employment.
- D. A written reprimand is defined as an official written censure. Written reprimands shall be placed in the employee's personnel file after providing the employee with a copy. The employee shall acknowledge having read and received the reprimand by signing the document. Oral reprimands/letters of concern and written reprimands are not grievable.
- E. Any disciplinary actions involving suspension without pay or termination imposed on an employee may be appealed as a grievance through the grievance procedure identified in this agreement.
- F. Disciplinary actions will be consistent with governing laws and regulations and will be taken without regard to race, age, religion, color, national origin, ancestry, sex, physical or mental disability, or medical condition. The confidentiality of disciplinary actions shall be maintained as required by law.

ARTICLE 14. GRIEVANCE AND ARBITRATION PROCEDURE

- A. Grievance is defined as a misinterpretation, misapplication, or violation of this agreement or County policies, rules, or regulations. Disciplinary actions involving suspension or termination may also be grieved under this procedure. Only actions occurring after the date of ratification and signature of this Agreement may be processed pursuant to this procedure.
- B. The grievance must be in writing and shall include:
 - 1. Identification of the Article and language in the Agreement that applies.
 - 2. Identification of the action or inaction that generated the grievance.
 - 3. The management employee involved, if identifiable.
 - 4. The date of the alleged violation.
 - 5. The specific relief requested; "to be made whole" is not an acceptable specific relief.
 - 6. The grievance must be signed and dated by the employee and the employee's representative, if the employee is represented.
- C. "Working days" is defined as days the County administrative offices are open for business.
- D. A grievance may be filed by a bargaining unit employee or the Union on behalf of an employee or group of employees. If a grievance is filed by an individual employee, the Union President will be provided a copy of the grievance by the employee at the time of filing. The Union may designate a representative to be present at every level of the grievance and arbitration procedure on a grievance filed by an employee. An employee may not obtain outside representation under the grievance or arbitration procedure without the written approval of the Union President. The County and the Union may be represented by counsel at any step of the grievance and arbitration procedure.
- E. Time limits may be extended by written mutual agreement of the parties. If the County fails to respond, the grievance will be considered denied and the grievant may appeal the grievance to the next step within the time limits and procedures herein.
- F. The issue of non-grievability may be raised at any step of the grievance/arbitration procedure.
- G. A grievance may be withdrawn at any step of the grievance and/or arbitration procedure.
- H. Grievance Steps.
 - Step 1. The initial filing of a written grievance shall be with the Undersheriff/Chief of Security with a copy to the Human Resources Administrative Assistant, as applicable, and shall occur within seven (7) working days of the commission or omission of the act that generated the grievance. The parties should attempt to resolve the grievance at this level. If the grievance is not resolved within seven (7) working days of filing with the Undersheriff/Chief of Security, for whatever reason, the grievance may be appealed to the Sheriff/Warden by filing the appeal in writing to the Sheriff/Warden, with a copy to the Human Resources Administrative Assistant, within seven (7) working days of filing with the Undersheriff/Chief of Security.
 - Step 2. The parties should attempt to resolve the issues at this level. If the grievance is not resolved at the Sheriff/Warden level within seven (7) working days of the filing of the grievance with the Sheriff/Warden, for whatever reason, the grievance may be appealed to the County Manager, with a copy to the Human

Resources Administrative Assistant, within seven (7) working days of filing with the Sheriff/Warden.

Step 3. The parties should attempt to resolve the issues at this level. If the grievance is not resolved at the County Manager level within seven (7) working days of the filing of the grievance with the County Manager, for whatever reason, the grievant may advance the grievance for arbitration.

Step 4. If the grievance is not resolved at the County Manager level by the parties, for whatever reason, the grievant may submit a written request for an unrestricted list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) from the region including New Mexico within fourteen (14) working days of filing with the County Manager at Step 2. The request to the FMCS shall include notice to the County Manager.

- I. Within seven (7) working days of receipt of the list of arbitrators from FMCS, the parties shall meet to select an arbitrator. The parties will alternate striking names on the list until only one name remains. The remaining name shall be the arbitrator. The party to strike the first name shall be the grievant.
- J. The Arbitrator shall determine issues of grievability prior to hearing the merits of the case. The selected Arbitrator shall hear the grievance and render a written decision.
- K. The Arbitrator is limited to interpreting and applying the language in the agreement. The Arbitrator shall not add to, subtract from, or alter the Agreement in any way, nor shall the Arbitrator substitute his/her discretion for the County where such discretion is retained by the County.
- L. The decision of the Arbitrator shall be final and binding on the parties.
- M. The Arbitrator's charges for services shall be shared equally by the parties.
- N. Each party is responsible for all its representation and witness costs.
- O. This is the only grievance procedure available to the bargaining unit, and shall be the sole and exclusive method for resolving any and all claims arising from the alleged violation of this agreement or a grievance of disciplinary action, provided, however, the employee shall retain statutory rights under Title VII and the New Mexico Human Rights Act.

ARTICLE 15. SAFETY PROVISIONS

- A. The County will abide by all applicable County, State, and Federal safety laws, rules, and regulations.
- B. Bargaining unit employees will abide by all applicable County, State, and Federal safety laws, rules, and regulations.
- C. The County will continue to provide a safe and healthful working environment as required by law.
- D. Employees shall immediately report in writing any and all unsafe working conditions to their immediate supervisor. The County will correct all unsafe working conditions as required by law. The Union may bring concerns regarding health and safety to Labor Management Committee meetings.
- E. The employee shall utilize all safety equipment and clothing as required by County, State, and Federal safety laws, rules, and regulations.

- F. Return to Work Release: An employee, in case of non-work related illness or injury, may obtain the services of a duly licensed and practicing medical practitioner of his own choice and shall obtain a release from such practitioner to return to work. The County shall have the right to require the Employee to furnish a release from a practitioner selected by the County.
1. The County may require an employee to submit to a medical or psychological review with a practitioner of the County's choice at the County's expense.
 2. In the event the practitioner selected by the employee and the practitioner selected by the County do not agree as to the employee's fitness to return to work, the two practitioners shall agree on a third practitioner within ten (10) workdays, who shall determine the fitness of the employee to perform the duties of the assigned position and whether the employee is released to return to duty. The cost of the third practitioner shall be shared equally by the County and the employee.
 3. The County may assign an employee to modified duty during the time period an employee is restricted from returning to work. Nothing in this section shall be construed as requiring the County to create a position for an employee who is unable to fully perform the duties of his/her position.

ARTICLE 16. TRAINING

Bargaining unit employees will attend training as determined appropriate by the County. Employees assigned to training are required to attend. Failure to attend assigned training will be considered insubordination. Employees who have concerns about needing training should address their concerns in writing through their chain of command.

ARTICLE 17. LABOR MANAGEMENT COMMITTEE

The Union President may address issues of labor relations and the administration of this Agreement to the attention of the County at any time. The parties may mutually agree to convene a meeting to discuss such issues. The parties will also meet semi-annually in May and November, unless a meeting is not necessary. Each side will be permitted to bring up to three (3) individuals to the meeting. Bargaining unit employees may attend on their own time or request to utilize accrued leave. Any modifications to the Agreement as a result of such meetings must be in writing and attached to the Agreement as a Memorandum of Understanding.

ARTICLE 18. FILLING OF VACANCIES, PROMOTIONS, AND TRANSFERS

- A. The County will post notice of any promotional opportunities within the bargaining unit. The posting for the promotional opportunity will remain posted for at least ten (10) calendar days. Interested employees may submit a letter of interest and resume for any promotional opportunity within the time period set forth in the notice.
- B. Selections for promotion are within the discretion of the Sheriff/Warden.

- C. Promotions within the bargaining unit shall not result in an hourly pay rate that exceeds the top of the pay grade for the job classification to which the employee is being promoted.
- D. Qualifications for a position will be listed on the job description. Vacancy postings will be available on the County's website and will include a copy of the job description.
- E. The County retains the right of assignment and transfer of an employee. An employee will normally be given at least forty-eight (48) hours advance notice of a change in assignment or work location, except in emergencies as determined by the County. An employee will be notified at least fourteen (14) calendar days advance notice of a change in work location that is more than thirty-five (35) miles from the employee's current work location.

ARTICLE 19. SHIFT BID

Detention Center Shift Bid: The County will continue to follow its adopted annual a shift bid procedure for the Detention Center bargaining unit employees as a pilot program. The bid will be for shift and days off and will take place the month prior to implementation. The procedure developed by the Warden includes limitations on bid opportunities (e.g. female on each shift, balancing of rookie officers versus experienced officers, etc.) and will include a rotation of days off every three (3) months. The pilot program will be reviewed and may be discontinued at any time. The result of the bid will be shared with the Union President at least five (5) days before implementation, who may provide written input.

ARTICLE 20. CLASSIFICATION

- A. The County has the responsibility of determining employee classification and any changes to classification. An employee will receive a copy of any changes to the employee's job description and sign receipt thereof. An employee will be notified in writing of any changes to the employee's classification which will remove the employee from the bargaining unit.
- B. Issues of unit inclusion or exclusion will be addressed in accordance with law.

ARTICLE 21. PERFORMANCE APPRAISAL

The parties recognize an employee's poor performance affects co-workers and the delivery of quality services to the citizens. An employee may be placed on a Performance Improvement Plan (PIP) in an effort to correct performance and/or behavioral issues. The PIP may include the performance/behavior expected, the timeline for improvement, and follow-up meetings. An employee may submit a written response to the PIP within five (5) workdays of receipt of the PIP. The written response will be attached to the PIP. Failure to meet the requirements of the PIP may result in disciplinary action, including possible termination. A PIP may also be implemented in conjunction with disciplinary action. Nothing in this Article will be construed as limiting a supervisor's right to evaluate or counsel an employee at any time.

ARTICLE 22. PERSONNEL RECORDS

- A. Inspection and confidentiality of Personnel Records shall be handled in accordance with County policy, the collective bargaining agreement, and applicable law. An employee may request a single copy of any document in his/her personnel file. An employee will be charged for any additional copies in the same amount as charged to citizens for other County documents.
- B. The County will maintain one (1) official personnel file in the Human Resources Department. An employee may request to inspect his/her own file during normal business hours by giving at least twenty-four (24) hours written notice to the Human Resources Supervisor. An employee will be accompanied by an employee of the Human Resources office at all times while reviewing his/her file.
- C. An employee will be given a copy of any document to be placed in his/her file and may be requested to sign receipt, or a notation will be made for refusal to sign. This provision does not apply to routine file maintenance. An employee may submit a response to be attached to any document in his/her personnel file, except routine file maintenance documents.
- D. Nothing in this Article shall be construed as limiting a supervisor's right to maintain working files on employees. Working files are not subject to inspection by an employee.
- E. No document shall be removed from an employee's official personnel file except by Order of a Court of competent jurisdiction or pursuant to an arbitration award under this Agreement.
- F. The County agrees to maintain the confidentiality of an employee's personal information, including, but not limited to, social security number, date of birth, residential address and telephone numbers, credit/employment references, and/or credit history.
- G. Confidential documents contained in a personnel file or investigative file are not subject to inspection by the general public without written permission of the employee whom they concern or pursuant to lawful subpoena, Court order, or as otherwise required by law.

ARTICLE 23. CONTRACTING AND SUBCONTRACTING OF BARGAINING UNIT WORK

It is understood and agreed by the parties that the determination of the services to be delivered, the level of services, and by whom such services are to be delivered are the responsibility and prerogative of the County. Prior to contracting out any positions covered by the bargaining unit, the County will provide the Union President with written notice of such intent to contract out work. The Union President may submit a written proposal in response to the notice of intent to contract out work within five (5) calendar days of the date of the notice.

ARTICLE 24. TAKE HOME VEHICLES

The Sheriff's Department take home vehicle program, and any amendments thereto, will apply to bargaining unit employees. All take-home vehicles will be assigned individually by number. Bargaining unit employees are prohibited from using the take-home vehicle for personal use. The

bargaining unit employee shall be responsible for the general maintenance and proper care of the vehicle and shall follow all Standard Operating Procedures for the take-home vehicle program.

ARTICLE 25 EXCHANGE OF DAYS OFF

Pilot Program: Two employees at the same classification level and working the same shift (days, nights), who are capable of performing the same duties may request to exchange days off provided the employees request permission from their supervisor(s), using the proper form, at least one (1) week in advance. The exchange will occur within the same pay period. A supervisor or management may disapprove such an exchange. An exchange will not be requested or allowed if the exchange would result in overtime for either or both employees. For an approved exchange, each officer is required to report for work on the day of the exchange as if this was his/her regular work day. Failure to report for work on the day exchanged may result in disciplinary action and will make the officer ineligible to exchange for a period of at least three (3) months. This exchange of days off will be implemented as a pilot program and may be discontinued at any time by the County.

ARTICLE 26. SAVINGS CLAUSE

If any article, section, or provisions of this Agreement or any application thereof should be rendered or declared unlawful, invalid, or unenforceable by virtue of any judicial or board action of competent jurisdiction, or by any existing or subsequently enacted Federal or State Legislation, or other competent authority, the remaining provisions of this agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet and negotiate with respect to substitute provisions for those articles, sections, or provisions rendered or declared unlawful, invalid, or unenforceable.

ARTICLE 27. COPIES AND DISTRIBUTION OF AGREEMENT

A master copy of the Agreement will be provided to each party within thirty (30) days of ratification and signature by both parties. Management is responsible for reproducing enough copies for distribution to the management staff. Management is also responsible for explaining the Agreement to the management staff. The Union is responsible for reproducing sufficient copies for the bargaining unit employees and for distributing and explaining the Agreement to the bargaining unit employees. The County will place the Agreement on the County’s website.

ARTICLE 28. COMPLETE AND ENTIRE AGREEMENT

A. This Agreement specifically describes the entire agreement between the County and the Union. There are no other agreements, memoranda of understanding, or any other express or implied agreements between the parties and the parties have had the opportunity to negotiate on all items. All amendments to or modifications of this Agreement must be by

written mutual agreement and shall be of no force or effect until ratified and approved by the County Manager and the Union.

- B. The County and the Union for the duration of this Agreement each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to wages, hours, or any other terms and conditions of employment unless mutually agreed in writing or as specifically outlined in another provision of this Agreement.

ARTICLE 29. TERM OF AGREEMENT

This agreement shall be effective on the first full pay period following ratification/approval by the Union membership and the County Commission and signature by the Union President and the Chairperson of the County Commission or upon settlement through the impasse procedure. This agreement shall remain in full force and effect through June 30, 2017. Either party may request the reopening of negotiations on Article 9, Compensation, plus up to two (2) other articles by each party, by filing a written request with the other party no earlier than March 15, 2016, and no later than April 15, 2016. Either party may request negotiation of a successor agreement by filing a written request with the other party no earlier than March 15, 2017, and no later than April 15, 2017.

ARTICLE 30. SIGNATURES

FOR SAN MIGUEL COUNTY

FOR AFSCME Council 18

Chairperson County Commission Date

Union Lead Negotiator Date

County Manager Date

Local Union Representative Date

[Handwritten signatures and dates: 6/23/15, 06-16-2015]

COUNTY OF SAN MIGUEL) SAN MIGUEL COUNTY
STATE OF NEW MEXICO) ss PAGES: 20

I Hereby Certify That This Instrument Was Filed for Record On The 24TH Day Of June, 2015 at 09:02:03 AM And Was Duly Recorded as Instrument #201502025 Of The Records Of San Miguel

Witness My Hand And Seal Of Office
Geraldine E. Gutierrez
Deputy Y.M. Serrano County Clerk, San Miguel, NM