

**Agreement Between:**

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**The American Federation of  
State, County and Municipal  
Employees of New Mexico,  
Council 18**

**&**

**The State of New Mexico**

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**August 5, 2022 - December 31, 2025**



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**AGREEMENT BETWEEN:**  
**THE STATE OF NEW MEXICO**  
**AND**  
**THE AMERICAN FEDERATION of**  
**STATE, COUNTY AND MUNICIPAL**  
**EMPLOYEES of NEW MEXICO,**  
**COUNCIL 18**

**August 5, 2022, THROUGH DECEMBER 31, 2025**

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## **ARTICLE 1. COMMITMENT TO THE CITIZENS OF NEW MEXICO**

The Union and State of New Mexico recognize the mission, goals, and obligations of the State as a provider of services to the citizens of the State through its employees. The best possible services and programs will be provided consistent with available funds. The State and the Union agree to uphold the well-being and care of the citizens of New Mexico.

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## **ARTICLE 2. PURPOSE**

The purpose of this Agreement is to provide reasonable terms and conditions of employment for Employees covered hereunder and a means of amicable and equitable adjustment of any and all differences or grievances which may arise under the provisions of this Agreement, all of which the parties hereto believe and affirm will inure to the welfare and benefit of the people of the State of New Mexico.

This Agreement is between the American Federation of State County and Municipal Employees New Mexico Council 18 (AFSCME or Union) and the State of New Mexico (State) and is applicable to all eligible employees of the Agency described in the Recognition, Article 3 of this Agreement. For purposes of this Agreement, Agency is defined as each State Agency employer identified in the Appendices attached hereto.

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## **ARTICLE 3. RECOGNITION**

**Section 1.** The State recognizes AFSCME as the exclusive representative, as that term is defined in the Public Employee Bargaining Act (hereinafter referred to as "PEBA"), for Employees in the bargaining unit where it has been certified or recognized. The parties will meet not less than once each quarter to review and update the list of classifications in the bargaining unit and agree to prepare an Appendix with this list for inclusion in this Agreement.

**Section 2.** When a new entity, such as a department, Agency, division, or commission is created by or pursuant to statute, that uses essentially the same employees as the previous public employer, the entity shall be treated as if it were that previous public employer for purposes of the PEBA, including the continued applicability of existing collective bargaining units pursuant to NMSA 1978, Section 10-7E-24.

**Section 3.** Employees who have completed their probationary period but are not represented by the Union will be covered by the provisions of this Agreement, if the Union is certified as the exclusive bargaining representative of those employees pursuant to the PEBA and if those employees have a sufficient community of interest with the employees currently covered by the provisions of this Agreement. Disagreements over the inclusion or exclusion from the bargaining unit of a specific employee(s) based on supervisory, management or confidential employee status will be resolved by the Public Employees Labor Relations Board (PELRB) unless otherwise agreed to by the parties.

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## **ARTICLE 4. PRINTING AND DISTRIBUTION OF MASTER AGREEMENT**

The State shall print this Agreement within sixty (60) days of receipt of written notice of the ratification by the Union membership. Consistent with law, the parties shall make reasonable accommodation, where needed, for persons with disabilities. The State and Union shall each pay one-half (1/2) the cost of such printing, distribution, and accommodation. A letter sized or smaller copy shall be distributed by each Agency to each Employee covered by this Agreement.

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## **ARTICLE 5. NON-INTERFERENCE**

The parties acknowledge that each is free to conduct its affairs and business in the manner which each respectively believes to be in its own best interest subject to the provisions of this Agreement. The parties agree that neither shall interfere with the internal affairs of the other nor with the officials or representatives of the other in the conduct of their internal business affairs and other matters not involving collective bargaining, provided, however that nothing contained herein shall bar parties or their members from petitioning their elected political representatives or fully and actively participating in the political process.

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## **ARTICLE 6. NON-DISCRIMINATION AND COMPLIANCE WITH LAWS**

**Section 1.** No Employee shall be discriminated against by reason of Union membership or non-membership or activities on behalf or in opposition to the Union.

**Section 2.** Personnel policies and procedures shall be applied consistently to the Employees to whom the policies and procedures apply.

Accommodations made to persons determined by the Agency to be qualified individuals with a disability shall not serve as precedent for other Employees.

Personnel policies and procedures dealing with compliance with the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), the Family and Medical Leave Act (FMLA), the Equal Pay Act (EPA), Equal Employment Opportunity Commission (EEOC), and all other applicable federal and state equal employment opportunity laws and regulations, are not grievable under the Grievance and Arbitration Procedure.

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## **ARTICLE 7. APPROPRIATIONS**

The parties recognize that in accordance with the PEBA, any provision of this Agreement that requires the expenditure of funds shall be contingent upon the specific appropriation of funds by the New Mexico State Legislature (Legislature). By entering into this Agreement, the State agrees to cooperate with the Union in efforts to obtain appropriate budget and appropriations by the Legislature to implement this Agreement. Any subsequent Agreement requiring the expenditure of funds shall be subject to specific appropriation of funds.

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## ARTICLE 8. PROVISION OF INFORMATION

**Section 1.** The State's designee, State Personnel Office (SPO), shall bi-weekly furnish the Union, an electronic copy of the following information pertaining to all bargaining unit Members:

- Employee ID
- Name
- Member deductions
- PEOPLE deductions

The State designee shall furnish the Union monthly with an electronic copy of the following information, as available, for all bargaining unit Employees:

- Employee ID
- Name
- Retired, terminated, promoted, transferred out of the bargaining unit, or deceased

The State designee shall furnish the Union every calendar quarter with an electronic copy of the following information, as available, for all bargaining unit Employees:

- Employee ID
- Name
- Home address
- City
- State
- Zip
- Home phone/cell phone
- Agency code
- Agency division
- Agency title
- Employee position/job number
- Job class code
- Job classification name
- Pay band
- Hourly rate of pay
- Hire date
- Hire date in current classification
- Bargaining unit code

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- Work location
  - Work phone number
  - Work address
  - City
  - State
  - Zip
  - Work email/personal email
  - Term/perm status
  - Compa-ratio
  - Equivalency (part or full time)

**Section 2.** Within ten (10) days of new hires completing their probationary period and becoming part of an appropriate bargaining unit, the State designee shall furnish the Union, as available:

- Employee's name
- Date of hire
- Cellular, home, and work telephone numbers
- Work and personal electronic mail addresses
- Home address or personal mailing address
- Employee's job title, salary, and work site location

**Section 3.** The Union shall provide the State designee information necessary for purposes of administration and application of this Agreement. The State designee shall provide on an annual basis a list of each Agencies' records custodian.

The State agrees to provide the Union with a copy of State Personnel Board (SPB) Rules and regulations on an annual basis and whenever changes are made to the SPB Rules and regulations.

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## ARTICLE 9. UNION RIGHTS

For purposes of the Agreement, the following definitions shall apply:

Employee means a State Employee who has completed their probationary period and becomes part of the bargaining unit.

Union Representatives means non-State Employees paid by the Union who are authorized to act on behalf of the Union to administer the Collective Bargaining Agreement (CBA).

Union Officials means a classified State Employee elected as Local Union President or Local Union Vice-President authorized by the Union to administer the CBA.

Union Steward means a classified State Employee authorized by the Union to administer the CBA.

Member means a State bargaining unit Employee who pays Union membership dues.

**Section 1.** The Union shall have the right to select Union Stewards to represent Employees covered by this Agreement. The Steward Agreement will be negotiated between the parties and it will identify the exact number and location of Union Stewards for each Agency. The Steward Agreement will be in each Agency's Appendix of this Agreement.

**Section 2.** The Union shall provide the State's designee with the following information about Union Stewards, Union Officials, and Union Representatives: a written list of the names, addresses, telephone numbers, and the Agency to which they are employed, who are authorized to act on behalf of the Union and the extent of their authority. The list shall be updated every calendar quarter or when additions and/or deletions have occurred. As noted above, identified Union Stewards shall have full power on behalf of the Union to resolve all disputes and disagreements through Step 3 of the Grievance Procedure in the administration

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of this Agreement as set forth in the Grievance and Arbitration Procedure in Article 14 of this Agreement.

**Section 3.** As set forth below in this Section 3, the Agency shall allow Union Officials, Union Stewards, and Employees to attend on State-paid status (using the union time code) as set forth in this Section's succeeding paragraphs.

Each Union Official, Union Steward, or Employee shall be entitled to investigate and process grievances, which they are authorized to settle, for reasonable periods of time. Request must be pre-approved and will not be disapproved except for operational reasons. However, the Agency retains the right to disapprove the request when the Union Official, Union Steward, or Employee is in an overtime status. If disapproval necessitates an extension of time for processing a grievance, the time shall be tolled for the duration of the denial until time is afforded to the Union Official, Union Steward, or Employee to investigate and process the grievance.

Union time code shall count as hours worked for the purpose of overtime computation but shall not qualify for payment of mileage or per diem unless an Employee is otherwise assigned to a per diem status by the Agency.

A Union Official, Union Steward or Employee shall use the union time code within assigned work hours to investigate and process grievances in the most efficient and effective manner possible so as to minimize operational impairment.

Time spent investigating and processing grievances outside of assigned work hours shall not be compensated. When a Union Official, Union Steward, or Employee desires to consult with another Employee concerning a grievance on work time, both Employees shall request and obtain prior permission to do so by using the Union Time Form.

The following activities are to utilize the union time code:

- Investigatory interviews, either as target or witness
- Disciplinary Appeal Prep/investigation; up to four (4) hours

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- Disciplinary Appeal Hearing; representing appellant; duration of the hearing
  - Disciplinary meetings – issuing discipline (Letter of Reprimand (LOR), Notice of Contemplated Action (NCA), or Notice of Final Action (NFA))
  - Disciplinary response preparation time; up to four (4) hours
  - Oral Response Meeting (ORM) to NCA, if face-to-face (F2F)
  - Grievance, process and investigate; up to four (4) hours
  - Grievance F2F meetings
  - Committees agreed to by the parties and the member is assigned by the Union
  - Meetings agreed to by the parties; attendance
  - Agency policy negotiations and CBA negotiations
  - To investigate and represent in a PELRB hearing; up to four (4) hours
  - Union Steward trainings; first year a full day, thereafter a half (1/2) day annually
  - Cross-Agency representation; Union Officials only
  - Union Steward shadowing; up to two (2) Union Members for investigatory interview, ORM, and grievance F2F meetings
  - Agency orientation meetings
  - PELRB hearing; grievant and representative; duration of the hearing

Union Officials, Union Stewards, and Employees will not be compensated by the Agency for the following, but will be allowed to utilize leave without pay (LWOP), or annual leave at the Employee's discretion:

- Union meetings and conferences
- Union trainings, except Union Steward training
- Organizing
- Political activity
- Community functions

State vehicles can be utilized by Union Officials and Union Stewards, if available, for all committees/taskforce, Agency policy negotiations, and CBA negotiations. Travel time will be coded as union time and can only be utilized up to four (4) hours

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one way. An Employee cannot use a State vehicle when they are in a LWOP status.

**Section 4.** The Agency recognizes the importance of having Union Officials available to represent Employees should a Union Steward be unavailable. In the event that a Union Steward is not available to represent an Employee within the Union Steward's respective Agency within that local at a grievance meeting, a SPB appeal, and a case before the PELRB, the Agency shall allow a Union Official to code their time to represent as union time code, as if they were a Union Steward, in order to provide representation to covered Employees within the Union Official's local. As used in this Section, unavailable means that the Agency Union Steward is on leave, there is a conflict where the Union Steward has to recuse themselves, operational reasons prevent the Union Steward from leaving their post, or where a Union Steward vacancy exists that the Union has been unable to fill despite good faith efforts to do so.

The parties shall each designate a centralized point of contact to coordinate the use of union time and address any issues related to the use, or allegations of misuse, of union time. If there are concerns related to the use or alleged misuse of union time, the State's designee shall provide, as expeditiously as possible as much specific information as possible, and any supporting documentation, to the Union designee. The Union shall seek to resolve the concern as expeditiously as possible. In the event the State's designee is not satisfied with the Union's resolution of the issue(s), the State's designee may reopen this Section of the Agreement dealing with reasonable union time. If no agreement is reached during such negotiations, the State's designee may use the impasse resolution procedures provided for in the PEBA. This paragraph shall not preclude the Agency from taking disciplinary action to address the abuse of union time.

**Section 5.** Union Representatives and Union Officials shall have reasonable access to visit any Agency as necessary for purposes of administration of this Agreement. Such consultation shall not unreasonably interfere with the operations

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of the Agency. The Agency may designate a management representative through whom all such visits must be coordinated. If an Agency facility is secured, then reasonable notice shall be given, and the Agency shall provide a reasonable place where Union Representatives and Union Officials can talk with an Employee in private.

#### **Section 6.**

- A.** The Agency shall approve reasonable written requests for annual leave, accrued compensatory time (comp time), and/or LWOP for up to fourteen (14) calendar days, if requested by Union Steward/Union Officials, in order to participate in Union executive board meetings, Union conventions, and employment as Union Representative.
- B.** The Agency shall approve reasonable requests for annual leave, accrued comp time, and/or LWOP in excess of fourteen (14) calendar days and less than twelve (12) months for the above purposes and shall assure an Employee the right to return to a position of like status and pay, at the same geographic location, unless the Agency has a reasonable basis to believe that the Employee, upon providing fourteen (14) days' notice, cannot be placed in such a position. In such an event, the Agency shall grant the leave provided the Employee signs a written waiver of their right to return. An Employee who signs such a waiver shall be returned to a position of like status and pay, at the same geographic location, upon providing fourteen (14) days' notice provided such a position is available. If such a position is not available, they will be placed in an available position that is closest to salary range, status, duties, and worksite as possible. Upon the availability of a position of like status and pay, at the same geographic location, the Employee shall be placed in that position. Approval of requests for extensions of LWOP status for additional twelve (12) month periods shall not be unreasonably withheld and shall be provided on the same basis as the original request.
- C.** Employees returning to State service after LWOP shall receive any general salary increases implemented that they would have been entitled to had they not taken LWOP and such leave shall not affect seniority status.

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**Section 7.** Union Stewards/Union Officials who are on non-work time, or Union Representatives, may distribute Union literature on Agency facility grounds in public areas, in non-public non-work areas, and in work areas where the distribution does not interfere with Agency operations or present a security or confidentiality breach.

At facilities with 24-hour operations, Union Stewards/Union Officials who are on non-work time, or Union Representatives, may distribute Union literature in public areas and in non-public non-work areas, but not in work areas (due to security, safety, privacy, and confidentiality concerns) that pose security, safety, privacy, and/or confidentiality concerns. The Union shall have the right to place literature in areas adjacent to where paychecks are initially distributed so that Employees may take a copy of the literature.

**Section 8.** The Union shall have exclusive use of separate bulletin boards of an equal size near every bulletin board used by the Agency to give information to Employees. The Union will provide the bulletin board and the Agency will install it unless the Agency agrees to allow the Union to use existing bulletin board space. Postings on Union bulletin boards shall be confined to internal Union business, including notices and announcements of meetings, news items, labor-management news, but shall not include materials of a partisan, political, defamatory, or obscene nature or personal criticism of any individual. Distribution of Union literature at worksites shall not include materials of a defamatory or obscene nature or personal criticism of any individual. The Agency shall not authorize the posting of notices critical of the Union, or any Union member (except for instances necessary to protect Employees); the Union shall receive advance written notices in these instances, or its representatives on the Agency's official bulletin boards.

**Section 9.** Within one hundred eighty (180) days of the effective date of this Agreement, the Union will be afforded up to two (2) hours using the union time code to jointly participate with management in Agency meetings in order to present and explain

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this Agreement to Employees. As an exception to the above, at those Agencies that have annual in-service training, a presentation may be made during the annual training.

**Section 10.** Except as limited by law or this Agreement, each Employee shall have the right to join and assist the Union freely, without fear of penalty or reprisal, or refrain from doing so, and the Agency and the Union shall assure that each Employee shall be protected in the exercise of such right. Allegations concerning violations of these rights shall be filed with the PELRB.

**Section 11.** Union Representatives may request the use of State property to hold Union meetings. Upon prior notification, the Agency will provide meeting space where feasible. Union meetings will not interrupt State work and will not involve Employees who are working. The Agency shall make space available for Union Representatives to have confidential discussions with Employees on an as-needed basis subject to availability.

**Section 12.** Union Officials and/or Union Stewards are authorized to make reasonable use of copiers, FAX machines, computers (including email), and other office equipment for purposes of collective bargaining, including the administration of CBAs, the investigation of grievances or other disputes relating to employment relations and matters involving the governance or business of the labor organization, provided such use does not interfere with official State business

**Section 13.** The Union shall be permitted to use internal State mail systems, including computer/electronic mail, for bargaining unit mailings in accordance with applicable executive policies. The Union shall give the State's designee reasonable notice in advance of any mass mailings. The State's designee will whitelist AFSCME emails in all email filters. Correspondence hand-delivered to bargaining unit members marked "confidential-Union business" shall be treated as confidential.

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**Section 14.** The Union will provide each Agency with the names and addresses of authorized Union Representatives who will be provided with notice of each orientation meeting held by the Agency. The notice will be sent as soon as such meetings are scheduled and will include date, time, and location. During orientation meetings, the Union will be permitted to give up to a thirty (30) minute presentation which may include an enrollment in supplemental Union benefits and programs. The Union shall participate in the orientation meetings using the same medium as the Agency (e.g., telephone, videoconference, F2F meeting). In the event an orientation meeting is not held, the Union will be permitted to provide information to be included in the orientation package that the Agency mails to the Employee.

**Section 15. Union Steward Training.** When an Employee has been designated to fill a vacant Union Steward slot, the Agency shall permit one (1) workday of union time in the Union Steward's initial year of appointment and one-half (1/2) workday for purposes of Union Steward training each fiscal year thereafter that they remain a designated Union Steward filling a Union Steward slot.

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## ARTICLE 10. DEDUCTIONS

**Section 1.** The State will honor voluntary Union membership dues deduction authorizations. The amount of the dues shall be certified in writing by the Union and shall not include special assessments, penalties, or fines of any type. The Union shall notify and identify to the State's designee the amount per pay period to be deducted for Membership dues. On the dues deduction authorization, the parties agree that they will determine how best to identify the dues paying structure to which the Member belongs.

The State's designee will begin all voluntary deductions promptly after receiving stamped authorization forms from the Union or the Employee within two (2) pay periods following the pay period in which the authorization is submitted to the State's designee. Upon receipt, the State's designee will notify the appropriate Agency and the Agency will file the authorization forms in the Employee's personnel record. Authorizations shall be submitted in writing by the Union or Employee on the appropriate Union authorization form to the State's designee. Upon receipt the State's designee shall send the Union a copy of such forms via email or mailed to 1202 Pennsylvania NE, Albuquerque, NM 87110.

Membership dues deduction authorization shall continue until the Employee instructs the Union, in writing, to end such deductions, as long as such Employee instruction to end dues deductions is made in accordance with the language on the Employee's written dues deduction authorization form. Within two (2) weeks of the Union's receipt of the Employee's request to cease payroll deductions, in accordance with this Section, the Union will notify the State's designee to cease deductions.

In the event the State's designee becomes aware that an Employee may be entitled to a reimbursement of membership dues, the State's designee shall notify the Union.

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In the event that the Union determines a refund of the membership dues is necessary, such reimbursement shall be made by the Union to the Employee.

**Section 2.** If an Employee has insufficient earning for the pay period, no dues or other deduction will be made for the Employee for that pay period.

**Section 3.** The State's designee shall provide the Union with a list of the names of each of the Employee from whom the State's designee is making deductions pursuant to Article 8 under this Agreement.

**Section 4.** The State's designee will honor separate additional voluntary deductions authorizations for the Union's political action committee (PEOPLE) within two (2) pay periods following the pay period in which the authorization is submitted to the State's designee. An Employee shall specify the amount of additional authorizations for the PEOPLE program.

**Section 5.** It is specifically agreed that the State assumes no obligation, financial or otherwise, arising out of its application of the provisions of this Article, and the Union agrees that it will indemnify and hold the State harmless from and against any claims, actions, or proceedings arising from deductions made by the State pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

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## ARTICLE 11. SENIORITY

**Section 1.** Seniority of State classified bargaining unit positions shall be defined as follows:

- A. Job Classification/Title Seniority** is defined as a continuous length of employment in a specific job classification/title with a particular State Agency as a full-time Employee without a break in employment.
- B. Agency Seniority** is defined as a continuous length of employment in a particular State Agency, as a full-time Employee without a break in employment.
- C. State Seniority** is defined as a continuous length of employment in State government as a full-time Employee without a break in employment.
- D. Break in Employment** is defined as any period of at least one (1) work-day separated from State employment.

**Section 2. Tie-break Procedures.**

- A.** Where two (2) or more Employees have the same seniority by Job Classification/Title Seniority date for determining job rights, the tie shall be broken with seniority based upon Agency Seniority.
- B.** Where two (2) or more Employees have the same seniority by Agency Seniority date for determining job rights, the tie shall be broken with seniority based upon State Seniority.
- C.** Where two (2) or more Employees have the same seniority by State Seniority date for determining job rights, the tie shall be broken based upon a coin toss, witnessed by the interested Employees, tossed by a supervisor of both the interested Employees.

**Section 3.** These definitions and Tie-break Procedures shall govern all applicable Articles in this Agreement.

**Section 4.** This Article shall apply unless otherwise agreed to in an Agency supplemental.

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## ARTICLE 12. PAY

### Section 1. General Wage Increases.

- A. Fiscal Year 2021.** In accordance with State statute, the Governor's Budget Recommendation included a one percent (1%) salary increase for State Employees earning less than \$50,000 per year on a full-time equivalent basis.
- B. Fiscal Year 2022.** The Legislature appropriated a 1.5% (one and one-half percent) general wage increase for Employees in Fiscal Year 2022. The State agrees to implement the legislative appropriation as directed by the legislation.
- C. Fiscal Year 2023.** In accordance with State statute, the Governor's Budget Recommendation will include the Employee salary increase plan developed in partnership with and negotiated by the Union:
- a salary increase for Employees compensated through the classified service General Salary Schedule based on Employee compa-ratio and pay band on a scale to be determined by SPO, provided that no Employee shall receive a salary increase of less than four percent (4%) or earn an hourly wage of less than \$15.
  - a salary increase of four percent (4%) for Employees compensated through one of the eight (8) established classified service occupational salary schedules, provided that no Employee shall earn an hourly wage of less than \$15.

Any changes to general wages shall be subject to legislative appropriation.

- D. Fiscal Year 2024.** By giving written notice of its desire to do so on or before October 1, 2022, either party may reopen this Article 12, for purposes of negotiating changes to general wages. The parties' negotiations shall be subject to the impasse resolution procedure mandated by the PEBA in effect at the time notice is given. In accordance with State statute, the Governor's Budget Recommendation shall include any wage increase for Employees for Fiscal Year 2024 negotiated by the parties. Any changes to general wages agreed to by the parties shall be subject to legislative appropriation. All other terms of this Agreement shall

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remain in full force and effect. If notice of desire to reopen this Article 12 is not given by either party, the matter will be considered closed for Fiscal Year 2024.

- E. Fiscal Year 2025.** By giving written notice of its desire to do so on or before October 1, 2023, either party may reopen this Article 12, for purposes of negotiating changes to general wages. The parties' negotiations shall be subject to the impasse resolution procedure mandated by the PEBA in effect at the time notice is given. In accordance with State statute, the Governor's Budget Recommendation shall include any wage increase for Employees for Fiscal Year 2025 negotiated by the parties. Any changes to general wages agreed to by the parties shall be subject to legislative appropriation. All other terms of this Agreement shall remain in full force and effect. If notice of desire to reopen this Article 12 is not given by either party, the matter will be considered closed for Fiscal Year 2025.
- F.** Probationary employees entering a bargaining unit classification position in a particular Fiscal Year subsequent to the effective date of the general wage increase for that Fiscal Year, shall receive the general wage increase effective the first full pay-period they obtain career status and enter the bargaining unit provided the employee had not received the general wage increase previously.

**Section 2. Call-Back Pay.** Employees who are called to report to work on their regular day off or that have been recalled to work after having left the Agency's premises shall be guaranteed a minimum of two (2) hours of pay for actual hours worked at the applicable straight time or overtime rate. For Employees called back to work, paid time shall commence at the time the Employee begins travel to report for work and ends at the completion of the call-back assignment. Employees who are currently guaranteed a minimum of pay greater than two (2) hours shall continue to be paid at the greater minimum.

**Section 3. Report Pay.** An Employee who is pre-scheduled to work overtime and reports to duty will be guaranteed two (2) hours overtime pay at the appropriate rate. The Agency shall notify Employees as soon as practical prior to their scheduled

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start time in the event the Employee is not required to report for pre-scheduled overtime.

**Section 4. Additional Compensable Work Time.** Employees who are authorized by the Agency to perform work via the telephone in an emergency or non-emergency situation, before or after their regularly assigned shift, in excess of de minimis time, shall be compensated at straight time or overtime rate as appropriate. The Agency reserves the right to verify calls and require documentation of the call, including but not limited to: date, time, and length of call, time spent addressing the emergency or required work, name of client or contact, reason for the emergency or required work, and signature of Employee.

**Section 5. Stand-by Pay.** The Agency may assign an Employee to a stand-by status in accordance with the following:

**Stand-by Status.** Stand-by Pay also known as "on-call pay" is defined as an Employee who is assigned to stand-by status in circumstances where the Employee is required to be available to return to work or work in cases of emergency. The Employee is being paid for time spent being available to work and the Employee must be available for contact by telephone, pager, or laptop.

Once an Employee answers the call, Stand-by Pay stops and the Employee is paid their regular rate of pay for work done or overtime for work done, if the Employee is in an overtime status.

An Employee assigned to "Stand-by" Status in circumstances where the time expended will not constitute compensable hours worked under FLSA shall be paid Stand-by pay in an amount equal to one-eighth (1/8) hour of pay at their regular straight time hourly rate of pay or \$2.55 per hour, whichever is greater, for each hour of assigned "Stand-by" Status.

**Section 6. Unrestricted Stand-by Status.** Unrestricted Stand-by Pay shall not be paid to Employees who are placed on Unrestricted "Stand-by" Status and who are provided with a pager, cell phone, or other electronic device and required to return to the work site as soon as practical from the time contact

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is made, so long as the Employee is not required to remain in any specific geographical area or required to return to work within a specific time period. Employees on such status may decline to return to work if contacted, without penalty, discipline, or other reprisal, if they acknowledge they are not fit to report to duty.

**Section 7. Short Turnaround Pay.** Employees who work a non-overtime shift that begins less than twenty-four (24) hours after the start of their previous shift, shall be paid time and one-half (1½) for all time worked on the short turnaround shift that occurs within ten (10) hours of the scheduled end of the previous day's shift without regard to any overtime worked. An Employee shall not be required to work more than sixteen (16) consecutive hours without their consent except in an emergency situation.

**Section 8. Assignment to a Higher-Rated Classification.** Employees assigned to perform the duties of a higher-rated classification on a temporary basis for five (5) consecutive work days or for ten (10) days or more in any calendar year, shall receive the pay applicable to the higher-rated classification in an amount not less than five percent (5%) but not to exceed fifteen percent (15%) of the Employee's base pay for the entire period of the assignment; provided, Employees who, in connection with voluntary participation in supervised training, are assigned to perform duties normally assigned to Employees in a higher-rated classification, shall not receive the rate of pay applicable to the higher-rated classification. The amount of acting capacity pay shall be not less than five percent (5%) but not to exceed fifteen percent (15%).

**Section 9. Multi-Lingual Pay.** In Agencies where it is deemed necessary to have on staff multi-lingual Employees to facilitate communications with members of the public, and Employees on staff assigned to the Agency are available and capable of fulfilling such need, the Agency may designate a sufficient number of Employees in the assigned work force to perform such duties and such Employees shall be entitled to a differential in the amount of \$0.20 per hour.

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**Section 10. Lead Worker Pay.** An Employee assigned to lead worker duties shall receive the pay applicable to the greater responsibility/accountability in an amount not less than five percent (5%) but not to exceed fifteen percent (15%) of the Employee's base pay for the entire period of the assignment; provided, Employees who, in connection with voluntary participation in supervisor training, are assigned to perform duties normally assigned to the supervisor shall not receive Lead Worker Pay.

**Lead Worker Definition.**

- A. An Employee in a basic or operational role within a classification who has mastered full performance level and provides work direction to one or more Employees. This may include duties such as: the distribution of work, Employee training, and assisting and/or advising lower-level Employees. However, once a Lead Worker has executed these techniques and instructions, the responsibility ends and responsibility for work performance and evaluation rests ultimately with the supervisor.
- B. An Employee in an advanced role providing direction to other advanced workers are also recognized as Lead Workers. This may include duties such as: the distribution of work, Employee training and assisting and/or advising other Employees at the same level. However, once a Lead Worker has executed these techniques and instructions, the responsibility ends and responsibility for work performance and evaluation rests ultimately with the supervisor.

**Section 11. New Hire/Transfer Pay.** When establishing the entrance salary of a new or transferred Employee entering the classified service into a bargaining unit classification, the Agency will use appropriate placement and consider internal alignment compared to other Employees in the same classification within the same organizational unit. Appropriate placement takes into consideration factors such as specialized qualifications, experience, education, or certification appropriate to the occupation and job duties of the position, or administrative or court proceeding, or requirements of or pursuant to law, rule, or regulation, and budgetary availability.

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Internal Alignment takes into consideration pay issues involving the proximity of one Employees' salary to the salaries of others in the same Agency and classification who have comparable levels of training, education and experience, duties and responsibilities, performance, knowledge, skills, abilities, and competencies, and who are appropriately placed, and budgetary availability.

If a new or transferred Employee's wage would create an inequity with Employees within the same classification and within the same organizational unit, the hiring officer must consult with Human Resources to determine the appropriate wage adjustments for existing Employees. Wages of existing Employees with equivalent or comparable qualifications within the organizational unit in the same classification should be adjusted in accordance with appropriate placement and internal alignment, subject to budget availability.

**Section 12. In Pay Band Salary Adjustment for Same or Lower-Level Duties.** An Employee who has permanently assumed additional duties and has had a substantial change in the scope of work assigned as a result of the elimination of one or more positions at the same or lower-level may be awarded an In Pay Band adjustment. In Pay Band adjustments will be considered when an Employee's scope of responsibilities has substantially expanded, or the additional duties have become a substantial part of the Employee's workload.

- A. Employees who assume additional duties under the circumstances noted in this section may receive a maximum of a ten percent (10%) In Pay Band adjustment, not to exceed the maximum of the Employee's assigned pay band and subject to appropriate placement, internal alignment, and budgetary availability.
- B. The first subsequent performance evaluation will reflect that the individual has taken on those additional duties. Subsequent performance evaluations will take into account the full scope of the Employee's duties.

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## **ARTICLE 13. NEW OR ALTERED CLASSIFICATIONS**

**Section 1.** The State's designee may establish new job classifications, or abolish, merge, or change existing job classifications, of Employees covered by this Agreement in accordance with the Personnel Act (NMSA 1978, Section 10-9-1, et seq.). At the time of such action, the State's designee shall identify the Employees covered by this Agreement to be included in any new or altered job classification study and shall identify the old job classification(s), if any, which, in whole or in part, are being replaced. Unless it is supervisory, confidential, or managerial, as defined in the PEBA, any new or altered job classification that, in whole or in part, replaces a job classification already represented by the Union, shall be included in the bargaining unit. When the State's designee removes or excludes an existing classification from the bargaining unit, it must also give a written notice regarding the exclusion or removal of the classification from the bargaining unit to the Union. Any issues concerning whether or not such newly created or altered job classification remains in the bargaining unit shall be determined in accordance with the PEBA.

**Section 2.** Nothing in this Article shall be deemed a waiver of any right to negotiate salary rates assigned to job classifications, to the extent consistent with the PEBA.

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## **ARTICLE 14. GRIEVANCE AND ARBITRATION PROCEDURE**

### **Section 1. Scope.**

- A.** Allegations of violation, misapplication, or misinterpretation of this Agreement, except for Articles 1 and 2, shall be subject to this negotiated Grievance and Arbitration Procedure. For purposes of this Article, "day" means calendar day unless otherwise specified. In the event the day an action or response is due is a Saturday, Sunday, or legal Holiday (as defined by the SPB), the action or response shall be due the following workday.
- B.** Allegations of violation, misapplication, or misinterpretation of applicable SPB Rules may be grieved through Step 3 of this negotiated Grievance Procedure below. If the matter is not satisfactorily resolved at Step 3, the Union or the Employee may appeal to the SPO Director within thirty (30) days of the Step 3 response in accordance with applicable SPB Rules.

The parties agree that this Section 1 shall not be used by either party as a waiver, or concession of position, as to the interpretation of the PEBA.

**Section 2.** Grievances may be filed on behalf of an individual aggrieved Employee or group of Employees (class action) covered by this Agreement or by the Union.

**Section 3.** An individual Employee may present a grievance under the provisions of this Article and have it adjusted without the intervention of the Union so long as:

- A.** The adjustment is consistent with the terms of this Agreement; and
- B.** The Union is provided with the opportunity to be present during the grievance meetings, is provided copies of grievance documents, and is provided an opportunity to make its views known.

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An Employee may not retain outside representation under this Grievance Procedure without the advance approval of the Union. An individual Employee may not invoke Grievance Arbitration under this Article.

**Section 4. Steps in the Grievance Procedure.** The parties shall use this Grievance Procedure in an attempt to resolve issues at the lowest possible level. Employees should attempt to resolve any problem with their immediate supervisor before filing a formal grievance under the Grievance Procedures established in this Article. Informal resolution of grievances prior to Step 1 shall not be binding upon the parties as past practice or interpretation of this Agreement. The parties agree that in some cases voluntary F2F meetings can be an effective way to reach resolution of a grievance. A grievance meeting shall occur at least once during the grievance process in an attempt to resolve the grievance. A meeting to attempt to resolve a grievance may be conducted by mutual agreement in person, telephonically, and/or by videoconferencing.

Unless otherwise designated by an Agency in writing, the Agency representative(s) who shall, under the terms of this Agreement, be the recipient of a grievance at each step of the Grievance Procedure will be the Agency or Human Resources Office.

At each step in the Grievance Procedure, the Union or grievant shall submit the grievance to the Agency representative in writing and shall set forth:

- A. The Employee's name, job title, and worksite;
- B. The name, address, and telephone number of the Union Steward, Union Official, or Union Representative, if any;
- C. The Article(s) and Section(s) of this Agreement or Agency policy alleged to have been violated;
- D. A description of the alleged violation;
- E. The relief requested; and
- F. The signature of the grievant or of the Union Steward, Union Official, or Union Representative.

**Step 1.** Grievances must be initiated by presenting a written grievance to the Agency representative promptly and no later

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than thirty (30) calendar days after the grievant or the Union was aware, or reasonably could have become aware, of the incident(s) giving rise to the alleged grievance. The Agency shall respond in writing within ten (10) calendar days of receipt of the written grievance. Failure to respond shall constitute a denial of the grievance. If the grievance is not satisfactorily resolved at this level, the grievance may be submitted to Step 2 by filing with the Agency representative within ten (10) calendar days of the time for response of the Step 1 grievance.

**Step 2.** The Union or grievant shall submit the grievance to the Agency representative in writing. The Agency shall respond in writing within ten (10) calendar days of receipt of the written grievance. Failure to respond shall constitute a denial of the grievance. If the grievance is not satisfactorily resolved at this level, the grievance may be submitted to Step 3 by filing with the Agency representative within ten (10) calendar days of the time for response of the Step 2 grievance.

**Step 3.** The Union or grievant shall submit the grievance to the Agency representative in writing. The Agency shall respond in writing within fourteen (14) calendar days of receipt of the written grievance. Failure to respond shall constitute a denial of the grievance. If the grievance is not satisfactorily resolved at this level, the grievance may be submitted to Grievance Arbitration by the Union but not by the individual grievant.

**Statewide Grievance.** If there is a Statewide Grievance involving multiple Agencies, the Union will notify the State's designee of such issue to attempt to resolve the grievance informally. If a statewide multiple Agency grievance remains unresolved after discussion with the State's designee, the Union may file a Step 3 grievance with the State's designee. If the issue is not resolved at Step 3, the Union may proceed to Grievance Arbitration against the State of New Mexico pursuant to this Section.

**Appeals of Reprimands.** Reprimands may be grieved through Step 3 of this negotiated Grievance Procedure. If the Union or Employee is dissatisfied with the Agency's response at Step 3, the Step 3 decision may be appealed within ten (10) calendar

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days to the SPO Director or their designee. The SPO Director or designee will meet with the Agency representative, the Employee, and their Union representative. In any event, the SPO Director or designee shall issue a final and binding decision of the appeal within twenty-one (21) calendar days.

**Section 5. Grievance Arbitration.** The Union may invoke Grievance Arbitration by serving a written demand for Grievance Arbitration upon the Agency representative within thirty (30) calendar days from the time for response of the Agency. Within seven (7) calendar days of the written demand for Grievance Arbitration, the Union shall make a request for a panel of seven (7) Arbitrators from the Federal Mediation and Conciliation Service (FMCS), unless the parties within such time period can agree upon an Arbitrator or alternative panel of Arbitrators from which to select an Arbitrator. Within seven (7) calendar days of the receipt of a list of Arbitrators by both parties or agreement to an alternative panel, the parties will meet to select the Arbitrator. The selection shall be made by the Union and the Agency alternately eliminating names. The last name remaining shall be the Arbitrator. The parties shall flip a coin to determine who shall strike the first name. Each party shall pay one-half (1/2) of the cost of obtaining the panel of Arbitrators from FMCS, except that the Agency may elect not to pay one-half (1/2) of the cost of obtaining a panel of Arbitrators on the condition that it strikes the first name from the panel of Arbitrators.

The decision of the Arbitrator shall be based upon the facts established by the testimony and documents presented in the case. The Arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement, but may give appropriate interpretation or application to such terms and provide appropriate relief. The Arbitrator shall not have authority to make an award which includes a fine or other punitive damages or award of attorney's fees. Each party shall pay one-half (1/2) of the Arbitrator's fees and expenses. The Arbitrator's decision shall be final and binding on the parties subject only to judicial review in accordance with the New Mexico Uniform Arbitration Act.

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The Arbitrator shall strive to provide a decision within sixty (60) calendar days after post hearing submissions have been made.

**Section 6. Miscellaneous.**

- A.** Tape recorders or other electronic recording devices shall not be used by any party participating in the grievance, except by mutual written agreement of the parties. If the parties consent to such, the recording agent must provide the other party with a true and correct copy of the recording. This provision shall not apply to Grievance Arbitration hearings.
- B.** Any of the time limits or steps set out in this Article may be extended, waived, or otherwise modified by written agreement of the parties.
- C.** The issue of non-grievability may be properly raised at any step of the Grievance and Arbitration Procedure. The Arbitrator shall decide all issues regarding the grievability of grievances.
- D.** Grievances may be withdrawn by the Union or the grievant at any step of the Grievance and Arbitration Procedure without prejudice except as to objections to timeliness.
- E.** The Grievance and Arbitration Procedure set forth in this Article, shall not apply to events which occur before the effective date of this Agreement.
- F.** The two parties to this Agreement may be represented by counsel at any step of the Grievance and Arbitration Procedure.
- G.** Court reporters are permitted in Grievance Arbitration but not required. Each party shall be responsible for providing and bearing the cost of their own court reporter if they desire to have one present.

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## **ARTICLE 15. PERFORMANCE APPRAISAL**

**Section 1.** Employees shall receive written performance appraisals on an annual basis. The end of year appraisal shall include the final performance rating for the year. The Agency shall provide the Employee with a copy of the signed appraisal and a copy will be placed in the Employee's personnel record accompanied by any comments and/or statements of objection that the Employee may have included and/or attached. All interim reviews shall be consistent with the criteria set forth below in this Article.

**Section 2.** Performance criteria shall be specific, attainable, relevant, measurable, objective, and consistent with an Employee's job duties, responsibilities, and relate to their job description. Measurement criteria shall be job and outcome related. The criteria shall be provided to an Employee in writing at the beginning of the rating period and changed during the period only after review with the Employee.

- A.** When an Employee does not have an opportunity to perform work described by a criteria that criteria will not be considered in the performance appraisal process.
- B.** Performance measurement criteria shall be applied fairly, objectively, and equitably. The Agency shall take into account when evaluating an Employee's performance, matters outside an Employee's controls, such as equipment and resource problems and lack of training. Pre-approved time away from the job including sick leave (not including call in notification), personal days, annual leave and authorized duty time for Union representational purposes, and other authorized activities shall not be considered. Appraisals shall fully take into account such approved absences in a measure of timeliness and quantity of work.
- C.** The Agency will notify and bargain with the Union any substantial increase to workloads/caseloads or quotas.

**Section 3.** The Employee's Agency shall prepare the annual performance appraisal in a fair and objective manner and will acknowledge any duties outside the Employee's specific

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duties/functions that were assigned and/or performed during the evaluation period.

Should circumstances exist that prevent the Employee's Agency from preparing the annual performance appraisal, only an Agency that has actually reviewed the Employee's performance may prepare and sign the Employee's performance appraisal, and such appraisal will reflect the specific dates of review. In conjunction with the transfer of an Employee or their supervisor, the Agency shall prepare an appraisal of the Employee which shall be considered with other appraisals received during the year in order to develop the annual summary rating. When unsatisfactory performance(s) is included in the appraisal, the Employee's Agency must provide support for such unsatisfactory performance appraisal.

**Section 4.** When a performance appraisal is established it shall include at least the following:

- A.** Performance expectations applicable to the period it is being established, for which may be changed only after review with the Employee;
- B.** Modifications to the Employee's job assignments, if any applicable to the next time period which may be changed only after review with the Employee; and
- C.** Recommendations, if any, for training to enhance the Employee's skills.

The Agency may change an Employee's end-of-cycle final appraisal only with written justification, which cites the Employee's performance criteria and the Employee's actual performance.

**Section 5.** The Agency shall not prescribe a forced distribution of levels for ratings for Employees covered by this Agreement.

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## ARTICLE 16. HEALTH BENEFITS

**Section 1. Contribution Rates.** The State shall contribute the following amounts towards the cost of Employee health benefits:

<u>Employee Annual Salary State Contribution</u>	
Less than \$50,000	80%
\$50,000 or more but less than \$60,000	70%
\$60,000 or more	60%

**Section 2. Group Benefits Committee.** The Governor shall appoint two (2) Employees nominated by the Union to the Group Benefits Committee at the Governor's earliest opportunity to fill vacancies with Employees from State Agencies.

**Section 3. Re-Opener.** By giving written notice of its desire to do so on or before July 1 of each calendar year the Union, at its option, may reopen this Article, of this Agreement.

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## ARTICLE 17. PERSONNEL RECORDS

### Section 1. Maintenance of Records.

- A.** The Agency shall maintain all records concerning an Employee under secure conditions. The Agency shall maintain an official personnel record concerning an Employee (hereinafter referred to as "personnel records"). Personnel records may contain "confidential" documents, as defined in this Article.
1. Other than documents related to general maintenance of the personnel record, the Agency shall notify the Employee of all documents being placed in the Employee's personnel records.
  2. An Employee shall have a right of access to any document filed in their official personnel records after such a document is filed and upon request will be provided a copy of any document contained in their personnel record.
  3. Employees may respond in writing to any matter contained in their personnel records and the responses shall be included at the Employee's request.
- With the exception of files on conduct or performance maintained by an Employee's immediate supervisor in accordance with subsection B below or confidential investigatory files in accordance with subsection C below, all other files maintained by the Agency which contain performance or conduct information specific to an Employee, shall be made available by inspection and a copy by the Employee upon request.
- B.** Files maintained by an Employee's immediate supervisor shall not be considered a personnel records as that term is used herein. If maintained, such records or files shall be disclosed in accordance with the following:
1. Except as modified below, the supervisor may, but is not required to, disclose the files to the Employee upon request;
  2. The supervisor is required to disclose such files to the Employee if the supervisor takes a tangible employment action based in part on the information in the files;

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3. The supervisor may not disclose the files, or any portion thereof, to any other party unless also disclosed to the Employee;
  4. The supervisor may not transfer custody of or copy the files, or any portion thereof, to any other party; and
  5. The supervisor shall maintain only timely and relevant material.
- C. Records of confidential investigations that do not result in an adverse employment action shall only be disclosed by an Agency pursuant to a court order or lawful subpoena that has been obtained as part of an official investigation or as part of litigation. Such records shall only be accessible to the general counsel, executive management, or those authorized to conduct investigations on the behalf of the Agency on a need-to-know basis.
- D. Employees who are the subject of a confidential investigation may pursue remedies exclusive of this Agreement for unauthorized disclosure of records of the investigation but shall have no remedy under this Agreement for unauthorized disclosure.

## **Section 2. Confidentiality of Records.**

- A. In accordance with applicable SPB Rules, the following documents shall be regarded as confidential:
1. Any documents pertaining to an Employee's physical and/or mental injury and examination, sick leave, and/or medical treatment;
  2. Any documents maintained for purposes of the ADA;
  3. Letters of reference concerning employment, licensing, or permits;
  4. Any documents containing statements of opinion about an Employee;
  5. Documents concerning alleged or proven infractions and disciplinary actions;
  6. Performance appraisals and/or evaluations whether formal or not;
  7. Opinions as to whether an Employee should be reemployed;
  8. College transcripts;
  9. Military discharge, if other than honorable;

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10. Information on the race, color, religion, sex, national origin, ancestry, political affiliation, sexual orientation, age, or disability of an Employee;
  11. Laboratory reports or test results concerning an Employee; and
  12. Home address and personal telephone number unless provided in this Agreement.

Unless otherwise required by law, the Agency agrees to maintain the confidentiality of an Employee's personal information, including but not limited to their social security number, date of birth, residential address, credit references and/or credit history.

- B. Confidential documents are not subject to inspection by the general public without written permission of the Employee to whom they concern or pursuant to a lawful subpoena.
  1. The Agency will make such documents available to the Union, with the prior written consent of the Employee, if necessary, for and relevant to a grievance pursuant to the Grievance and Arbitration Procedure hereof as determined by an Arbitrator selected under the provisions of this Agreement, but only upon agreement of the Union to maintain the confidentiality of such material to the greatest extent possible while pursuing the grievance.
  2. The Agency shall not provide references or disclose any information from confidential documents or the documents themselves, by any means of communication, to any person or organization except with prior written consent of the Employee to whom the employment reference and document disclosure pertains.

Grievances over allegations of violation, misapplication, and misinterpretation of this Section, shall be filed in accordance with Section 1B of the Grievance and Arbitration Procedure Article of this Agreement.

### **Section 3. Limitations on the Content of Records.**

- A. The Agency shall not maintain in an Employee's personnel records any documents critical of any Employee's which

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have not resulted in discipline when investigation of any such materials is not on-going or has ceased. Nothing contained herein shall require the removal of an Employee's formal performance evaluations, so long as the Employee has had the opportunity to submit rebuttal statements or documents if he/she has disagreed with any part of an evaluation.

- B. Confidential and other documents may be removed from an Employee's personnel record as part of a grievance settlement agreement or Arbitration award. When documents are removed from an Employee's personnel record, pursuant to this Article, they shall not be considered in connection with any future personnel action involving the affected Employee.
- C. The Agency shall allow an Employee to inspect their personnel records. Upon request, an Employee will be provided with copies of any documents in their personnel records at the Agency's expense if the Employee is facing disciplinary charges; or by reimbursing the cost for copying if the Employee is not facing disciplinary charges.

**Section 4. Removal of Reprimands.** One (1) year after an Employee has received a LOR, the Employee may request that the LOR be removed from the Employee's personnel records. If the Employee makes such a request and has not committed any further infractions of agency policies or procedures during the preceding year, the Agency shall not use the LOR as the basis for further discipline, shall remove the LOR from the Employee's personnel records, and notify the Employee in writing of its removal. The Employee may make such a request on the form attached hereto as Appendix A. If such action could subject the Agency to potential liability to third parties, a copy may be retained in a secure location for legal purposes by the Agency.

**Section 5.** Documented verbal warning and letters of warning, coaching, counseling, and concern may be removed from an Employee's personnel records under the same circumstances as the LOR.

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## **ARTICLE 18. MANAGEMENT RIGHTS**

**Section 1.** Except to the extent specifically modified or limited by this Agreement or by applicable statutory or regulatory provisions, the sole and exclusive rights of management shall include the following:

1. Direct the work of, hire, promote, assign, evaluate, transfer, demote, suspend, dismiss, or otherwise discipline Employees;
2. Determine qualifications for employment and the nature and content of personnel examinations;
3. Take actions as may be necessary to carry out the mission of the State in emergencies;
4. Determine the size and composition of the work force;
5. Formulate financial and accounting procedures;
6. Make technological or service improvements and change production methods;
7. Relieve an Employee from duties because of lack of work or other legitimate reason;
8. Determine mission, methods, means and personnel by which the Agency's business is to be conducted;
9. Determine the building location and physical operation of its organization;
10. Provide reasonable rules and regulations governing the conduct of Employees; and
11. Provide reasonable standards and rules for Employees' safety.

**Section 2.** Prior to implementing any change in existing terms or conditions of employment relating to items 9, 10 or 11 of Section 1 above, the Agency shall provide the Union with reasonable notice under the circumstances of such contemplated action and, if requested to do so, shall bargain with the Union in good faith to impasse prior to implementing such changes.

**Section 3.** Agencies may maintain policies and procedures that contain provisions that are more generous to the Employee than those within this Agreement.

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## **ARTICLE 19. STATUTES, REGULATIONS AND NEW AGENCY BARGAINING**

**Section 1. Changes in Statutes and Regulations.** The parties recognize that from time to time the U.S. Congress, federal agencies, and State Legislature may enact changes that affect terms and conditions of employment and that the SPB may adopt, repeal, and/or modify its rules and regulations and that these legislative or regulatory actions may alter established terms and conditions of employment or conflict with or nullify terms of this Agreement. Accordingly, within thirty (30) calendar days following the enactment of such legislative or regulatory action, if requested by a party hereto, the parties shall negotiate over the matter to the extent consistent with law.

**Section 2. New Agency Bargaining.** For Agencies added to the bargaining unit after the effective date of this Agreement, the Union shall give notice of its desire to reopen this Agreement for negotiations within thirty (30) days of Union certification, and supplemental bargaining shall be limited to such new Agencies for the duration of this Agreement. Any Supplemental agreements agreed upon shall be Appendices to this Agreement. In any circumstances where the parties engage in new Agency supplemental bargaining, the parties shall resolve any impasse in accordance with the PEBA.

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## ARTICLE 20. ANNUAL LEAVE

**Section 1. Accrual.** Employees, except those on full-time educational leave with pay, absence without leave, LWOP, unpaid FMLA leave or suspension without pay shall accrue annual leave at the rate of:

- hours per pay period if less than three (3) years of cumulative employment;
- 3.69 hours per pay period if three (3) years or more but less than seven (7) years of cumulative employment;
- 4.61 hours per pay period if seven (7) years or more but less than eleven (11) years of cumulative employment;
- 5.54 hours per pay period if eleven (11) years or more but less than fifteen (15) years of cumulative employment; or
- 6.15 hours per pay period if fifteen (15) years or more of cumulative employment

Part time Employees shall accrue annual leave on a prorated basis.

**Section 2. Use.** At any time, but no more than one (1) year in advance, Employees may request the use of accrued short-term leave (annual leave, compensatory time use, or personal leave). Such request shall be in writing and shall be approved or denied by the Agency as soon as practical after the request is made. If the Employee makes the request at least twice as long in advance as the length of the leave requested (e.g., twenty (20) days in advance for ten (10) days of leave), the Agency shall approve/deny the requested leave within five (5) days of receipt of the request, or one (1) day prior to the beginning of the leave requested, whichever is sooner. In unanticipated situations, or when the Employee is out of the office, an Employee may make requests verbally. The Agency will only deny leave requests for specific and legitimate operational needs, which shall be fully explained if requested by the Employee. Previously approved leave requests may be cancelled only in case of a reasonably unforeseen circumstance which may require cancellation of the leave. Unless the parties negotiate otherwise during supplemental negotiations, leave shall be granted on a first-

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come first-served basis subject to the specific and legitimate operational needs of the Agency.

**Section 3. Vacation Schedules/Procedures.** Where operational needs preclude the routine approval of leave for vacation periods (forty (40) or more consecutive hours), the approval and scheduling of vacation periods shall be on a first-come first-served basis unless changed in Agencies operating twenty-four (24) hours per day and seven (7) days a week by mutual agreement during supplemental negotiations. Employees, who believe they will lose accrued vacation in any calendar year because they will have accrued more than two hundred forty (240) hours and because of scheduling difficulties they have been unable to schedule vacation to utilize such hours in excess of two hundred forty (240), shall confer with their Agency on or before July 1 of each calendar year and the Employee and the Agency shall develop a schedule providing for contiguous leave time consistent with the Employee's original request which will permit the Employee to use such excess hours by the end of the calendar year. In the event that the scheduled leave is cancelled by the Agency, preventing the Employee from reducing their accrual to less than two hundred forty (240) hours by the end of the last full pay period ending in December, then the Agency shall approve paid time off in the same amount of lost time in the next calendar year, to be used by the last full pay period ending in March.

However, due to the sudden onset of the COVID-19 public health emergency in early 2020, a one-time carry forward of an excess of two hundred forty (240) hours of annual leave shall be allowed pursuant to SPB Rule 1.7.7.8 (E) and (G) NMAC:

- A.** (E). A maximum of two hundred forty (240) hours of annual leave shall be carried forward after the last pay period beginning in December. However, there shall be no limit to the number of annual leave hours that shall be carried forward after the last pay period of December 2020. Any annual leave hours above two hundred forty (240) that are carried forward past December 2020 and are not used prior to the pay period ending July 9, 2021, shall not be carried forward beyond that pay period.

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- B.** (G). Employees separating from the classified service, except by a reduction in force, shall be paid for accrued annual leave, as of the date of separation, up to a maximum of two hundred forty (240) hours at their current hourly rate. This payout shall not exceed two hundred forty (240) hours, notwithstanding any annual leave accrual beyond two hundred forty (240) hours that may occur pursuant to SPB Rule 1.7.7.8 (E) NMAC.

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## ARTICLE 21. SICK LEAVE

**Section 1. Accrual.** Employees, except those on full-time educational leave with pay, absence without leave (AWOL), LWOP, unpaid FMLA leave, or suspension without pay shall accrue sick leave at the rate of four (4.0) hours per biweekly pay period. Part-time Employees shall accrue sick leave on a prorated basis.

**Section 2. Use.** An Employee may use sick leave for personal medical treatment or illness or for medical treatment or illness of relation by blood or marriage within the third degree, or of a person residing in the Employee's household. Employees affected by pregnancy, childbirth, and related medical conditions must be treated the same as persons affected by other medical conditions.

**Section 3. Procedure.** Employees shall contact their supervisor or supervisor's designee at their earliest opportunity and not later than thirty (30) minutes after the schedule beginning of their workday or in the case of Employees assigned to shift work at entities that maintain twenty-four (24) hour operations, two (2) hours prior to the scheduled beginning of their workday. If the supervisor or designee is not available at the designated phone number, the Employee shall leave a message for the supervisor or designee in accordance with written instructions issued by the Agency. In the event the Employee is incapacitated, a family member may call in on behalf of the Employee. A sick leave request will normally be verbal but may be in writing if the Employee knows in advance of necessity for sick leave. The Agency shall not ask the Employee to provide information relative to the request, except permitted by applicable law.

**Section 4. Health Care Provider Certification.** Employees may be required to provide health care provider certification for the use of paid sick leave only in the following circumstances:

- A. If the sick leave is for more than three (3) consecutive workdays;
- B. If an Employee habitually maintains a low sick leave balance without providing evidence of the need for such relatively

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high utilization or when the supervisor has a reasonable suspicion that the Employee is utilizing sick leave for purposes other than those authorize by Section 2 above. In such circumstances, the Agency shall first counsel the Employee that the Employee's utilization may lead to practitioner certification requirement. If the Employee does not show improvement in the utilization or does not provide evidence of the need for relatively heavy utilization, the Agency may provide the Employee with a written instruction notifying the Employee of the requirement of health care provider certification, or other acceptable documentation, for sick leave absences. The certification requirement will be reviewed after six (6) months and if the Employee substantially complies with requirements for documentation or uses substantially less sick leave, the certification requirement shall be rescinded;

- C. Employees (and dependents) with chronic health conditions that may reasonably require frequent absences and charges to sick leave, may provide the Agency with an annual certification in order to meet the requirements of this Section.

A "health care provider" means a doctor of medicine or osteopathy authorized to practice medicine or surgery (as appropriate) in the State in which the doctor practices or any other person determined to be capable of providing health care services under regulations promulgated under the FMLA of 1993, 29 U.S.C., Section 2601, et seq., as amended.

**Section 5. Sick Leave Incentive.** An Employee who is assigned work in a twenty-four (24) hour facility and who does not utilize sick leave for a calendar quarter shall receive credit for eight (8) hours of administrative leave. Those Agencies that have sick leave incentive programs in place that are more generous may maintain those programs.

**Section 6. Holiday Falling During Sick Leave.** Holidays that occur during an Employee's sick leave will not be charged to sick leave, and will be recorded and paid as holidays.

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## ARTICLE 22. OTHER PAID LEAVE

**Section 1. Interview Leave.** Employees shall be provided eight (8) hours of administrative leave annually to participate in interviews for a job with the State, to include travel time.

**Section 2. Administrative Leave.** In the event the Governor elects to grant general administrative leave for any purpose other than by reason of inclement weather, all Employees shall have such leave approved on a fair and equitable basis. Employees required to maintain necessary services and otherwise not able to observe the administrative leave during the time in which it is granted shall be credited with the time.

**Section 3. Fitness and Wellness.** Employees shall receive modified work schedules that permit the Employee administrative leave for up to two (2) hours total per week for fitness and wellness activities, unless denied based on the grounds outlined in this Section.

Time needed for travel, taking showers, changing clothes and/or eating lunch must be considered and should be included in the modified work schedule.

Employees may elect to forego a scheduled period of fitness and wellness activity. However:

- Missed fitness and wellness time may not be accumulated and taken during subsequent weeks;
- Missed fitness and wellness time may not be added onto fitness and wellness activities during the same work week; and
- Missed fitness and wellness time may be made up at another time during the same work week provided written approval from supervisor is obtained.

Fitness and wellness activities will not be counted toward the earning of FLSA overtime or State comp time.

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The Agency is not required to consider a request for a schedule change to participate in the fitness and wellness program more frequently than every ninety (90) days for any participant.

Requests to participate in the fitness and wellness program are approved for one (1) year at a time. Requests will be considered each year in January. If an Employee's initial request is approved in the middle of a year, the Employee must renew the Employee's request the following January.

Employees approved for fitness and wellness activities are responsible for notifying the Agency should they cease to engage, on a regular basis, in their fitness and wellness activities on the days specified on their fitness and wellness request.

Performance deficiency, unsatisfactory attendance, timeliness, and disciplinary actions may be grounds for denial or rescission of fitness and wellness activities. Operational needs and job duties may also be grounds for denial or rescission of fitness and wellness activities.

Once an Employee submits the Request to Participate in Fitness and Wellness Program form, the Agency is expected to reach a decision and communicate it to the Employee pursuant to the Agency policy.

**Section 4. Bereavement Leave.** Employees shall be granted three (3) days of administrative leave for bereavement of an immediate family member within the third degree of relationship defined as: mother, father, sister, brother, spouse, daughter, son, stepparent, or child, grandparent, grandchild, aunts, uncles, nephew, niece, great-grandchild, great-grandparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, domestic partner, or children of domestic partner.

**Section 5. Religious Observances.** Upon fifteen (15) days advance notice, the Agency shall approve an Employee's request for annual leave, personal leave and/or comp time off for religious observances when the Employee's personal religious

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beliefs require that the Employee abstain from work during certain periods of the workday or work week.

**Section 6. Voting Leave.** Employees will be granted two (2) hours of administrative leave for voting in:

- A. General elections;
- B. Primary elections;
- C. Statewide special elections;
- D. Elections to fill vacancies in the office of United States representative;
- E. Local elections included in the Local Election Act;
- F. Recall elections, county officers, school board members, or applicable municipal officers;
- G. Special district elections; and
- H. Tribal Elections.

**Section 7. Inclement Weather.** Employees shall follow the current guidance provided by either the SPO Director or the Governor, as may be periodically updated. Employees should look to the SPO website for current guidance.

**Section 8. Personal Leave.** Employees shall be granted two (2) personal leave days in January of each calendar year.

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## ARTICLE 23. DISCIPLINE AND DISCHARGE

**Section 1. Discipline.** The purpose of this Article is to correct performance or behavior that is below satisfactory standards, or contrary to Agency's legitimate interests, in a constructive manner that promotes Employee responsibility. Progressive discipline shall be used whenever appropriate.

The Agency shall utilize alternative methods to resolve conflicts or improper Employee performance or behavior whenever appropriate.

An Employee who has completed the probationary period required by SPB Rules may be disciplined (reprimanded, suspended, demoted, or dismissed) only for just cause, which is any behavior relating to the Employee's work that is inconsistent with the Employee's obligation to the Agency.

**Section 2. Pre-Disciplinary Investigations.** Employees shall have the following rights in addition to those established by the SPB Rules:

- A.** At any investigatory interview where the Agency is investigating any Employee for possible disciplinary action, and the Employee reasonably believes that by answering the questions, discipline could result, the Employee shall have the right to Union representation at the investigative interview. (This is also known as Weingarten Rights). The Agency shall:
1. Notify the Employee at the outset of the interview that the Employee is being investigated for possible disciplinary action;
  2. On request, allow the Employee the opportunity for Union representation; and
  3. If the Agency elects to proceed with the interview, provide the Employee with a reasonable amount of time to confer with their Union representative.

The Agency may not make a verbatim record of such interview unless it notifies the Employee at the outset of the interview of its intention to do so. If the Agency does elect to make a verbatim record of the interview, the Employee

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shall be provided with a true and correct copy of the record. In addition, if the Agency is recording the interview, the Employee may also record the interview provided that the interview will not be unduly delayed while the Employee obtains a recording device;

- B. An Employee may refuse to answer questions of a superior that probe possible criminal conduct until the Employee has obtained legal advice and/or counsel. The Employee shall be given a reasonable period of time to secure counsel; and
- C. If a superior needs to talk to an Employee concerning the Employee's performance or conduct, the meeting shall be held in private. In all cases, the confidentiality of the disciplinary process shall be maintained by the Agency and its representatives are required by law, SPB Rules and this Agreement.

**Section 3. Time Limits.** Except for disciplinary actions related to performance which are governed by Article 24 and/or cases where outside Agencies or divisions are involved in the investigation, the Agency may impose any disciplinary action or issue a NCA no later than forty-five (45) calendar days from the date of the alleged incident, unless facts and circumstances exist which require a longer period of time. In the event that the Agency cannot meet the forty-five (45) calendar day limit, the Union will be notified in writing of the facts and circumstances for the delay.

**Section 4. Making an Irrevocable Election.** In accordance with the Personnel Act (NMSA 1978, Section 10-9-18), an Employee who has completed the probationary period and has been dismissed, demoted, or suspended has the right to an appeal. The Employee may have the appeal decided by the SPB in accordance with SPB Rules or may make an irrevocable election to have the appeal decided by an Arbitrator, but not both. No later than thirty (30) calendar days from the effective date of the dismissal, demotion, or suspension, a notice of appeal and irrevocable election must be made in writing and filed with the SPO Director. The notice must indicate whether the Employee is choosing to have the SPB or an Arbitrator decide the appeal and must be accompanied with a copy of the NFA.

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An appeal indicating an election for SPB Hearing has been made will proceed in accordance with SPB Rules. An appeal indicating that an irrevocable election for Arbitration has been made will proceed in accordance with Section 5.

**Section 5. Filing a Disciplinary Appeal.** Within seven (7) calendar days of the receipt of notice of appeal and that an irrevocable election for Arbitration has been made, the SPO Director shall notify the Employee, the Union, and the Agency of their receipt.

Within seven (7) calendar days of the receipt of notice from the SPO Director, the Union shall make a request for a panel of seven (7) Arbitrators from the Federal Mediation and Conciliation Services (FMCS), unless the parties within such time period can agree upon an Arbitrator or alternative panel of Arbitrators from which to select an Arbitrator.

Within seven (7) calendar days of the receipt of a list of Arbitrators by both parties or agreement to an alternative panel, the parties will meet to select the Arbitrator. The selection shall be made by the Union and the Agency alternately eliminating names. The last name remaining shall be the Arbitrator. The parties shall flip a coin to determine who shall strike the first name.

Each party shall pay one-half (1/2) of the cost of obtaining the panel of Arbitrators from FMCS, except that the Agency may elect not to pay one-half (1/2) of the cost of obtaining a panel of Arbitrators on the condition that it strikes the first name from the panel of Arbitrators. If the Agency elects to pay one-half (1/2) the cost of any particular FMCS panel, and the Union has paid for the panel, the Agency will pay the Union for one-half (1/2) of that panel no later than six (6) months of receipt of the panel.

**Section 6. Arbitration Hearings.** In accordance with the Personnel Act (NMSA 1978, Sections 10-9-18 (A), (H)), the appealing Employee and the Agency whose action is reviewed have the right to be heard publicly and to present facts pertinent to the appeal. In accordance with the Personnel Act (NMSA

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1978, Sections 10-9-18 (C), (H)), the technical rules of evidence shall not apply. In the case of evidence relating to polygraph examinations, the proponent must have followed all the provisions of Rule 11-707 NMRA.

The Arbitrator shall admit evidence relevant only to those allegations against the Employee included in both the NCA and the NFA.

In the event that an interpreter is needed, due to visual or hearing impairment, or due to non-understanding of English well enough to understand the proceedings, the party responsible for the person in need of the interpreter shall bear the burden of providing said interpreter.

**A. Record of the Hearing.** In accordance with Personnel Act (NMSA 1978, Sections 10-9-18 (D), (H)), a record shall be made of the hearing. The hearing shall be recorded by a court reporter, video and/or audio-recording device, provided by the Agency, under the supervision of the Arbitrator. No other recording of the hearing, by whatever means, shall be permitted without the approval of the Arbitrator.

The Agency will provide a copy of the record to the Arbitrator and shall make a copy of the record available for review by the Union.

The Agency shall provide a copy of the record for submission to District Court in the event of an appeal.

**B. Decisions of the Arbitrator.** The Arbitrator's decision shall be final and binding on the parties subject to judicial review in accordance with Personnel Act (NMSA 1978, Sections 10-9-18 (G), (H)).

The Arbitrator shall not have authority to make an award that includes a fine or other punitive damages or award of attorneys' fees.

The Arbitrator shall provide a decision within sixty (60) calendar days after post hearing submissions have been made.

In the event of an appeal to District Court, the appealing party shall prepare the Record Proper, subject to review by the other party prior to submission to District Court. The appealing party will ensure there is ample time for review.

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- C. Reinstatement.** In accordance with Personnel Act (NMSA 1978, Sections 10-9-18 (F), (H)), if the Arbitrator finds that the action taken by the Agency was without just cause, the Arbitrator may modify the disciplinary action or order the Agency to reinstate the appealing Employee to the Employee's former position or to a position of like status and pay. The reinstatement shall be effective within thirty (30) days of the Arbitrator's decision. The Arbitrator may award back pay as of the date of the dismissal, demotion, or suspension, or as of the later date the Arbitrator may specify.
- D. Cost of Arbitration.** Each party shall pay one-half (1/2) of the Arbitrator's fees and expenses. In the event that the Union does not represent the Employee in their appeal before an Arbitrator, the burden of representation and the burden of cost falls on the Employee.

## **Section 7. Disciplinary Process.**

### **A. NCA.**

1. To initiate the suspension, demotion, or dismissal of an Employee in career status and an Employee in term status who has completed the probationary period, the Agency shall serve a NCA on the Employee which: describes the conduct, actions, or omissions which form the basis for the contemplated disciplinary action; gives a general explanation of the evidence the Agency has; advises the Employee of their right to inspect and obtain copies of any documentary evidence relied upon; specifies what the contemplated action is; and states that the Employee has eleven (11) calendar days from service of the notice to respond in writing to the notice or to request an opportunity for an ORM.
2. To support a NCA, the Agency cannot use or rely on:
  - a. Earlier unsubstantiated allegations or investigations that did not lead to discipline;
  - b. Discipline later reduced pursuant to settlement agreement (Agency can rely on reduced discipline only, not the original discipline);
  - c. The Employee's disciplinary history from a previous Agency; or

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- d. Documents that should have been removed from the Employee's personnel record in accordance with this Agreement or a settlement agreement.
  3. When the NCA is served by mail, the Employee receiving service shall have three (3) additional calendar days in which to file a response.

**B. Response of NCA.**

1. Within eleven (11) calendar days of service of the NCA, the Employee or a representative of the Employee's choosing may respond in writing or request an ORM in response to NCA.
2. If there is a request for ORM to the NCA, the Agency shall meet with the Employee within eleven (11) calendar days of a request for an ORM, unless the Employee and the Agency agree in writing to an extension of time or unless the Agency needs additional time to provide the needed information. A representative of the Employee's choosing may represent the Employee.
3. The purpose of the ORM is not to provide an evidentiary hearing but can be an opportunity for the Employee to explain their side of the story or why discipline was not appropriate.

**C. NFA.**

1. If the Employee does not respond to NCA, the Agency shall issue a NFA within eleven (11) calendar days following the response period.
2. If the Employee has filed a written response or has been provided an opportunity for ORM, the Agency shall issue a NFA no later than eleven (11) calendar days from the date of receipt of the response.
3. The NFA shall:
  - a. Specify the final action to be taken, which may be upholding the contemplated action, a lesser form of discipline than contemplated, or no disciplinary action;
  - b. Describe the conduct, actions, or omissions which form the basis for the disciplinary action, which may not include allegations not included in the NCA;

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- c. Give a general explanation of the evidence the Agency has;
  - d. Specify when the disciplinary action will be effective, which must be at least twenty-four (24) hours from the time of service of the NFA; and
  - e. Inform the Employee of their appeal rights.

**D. Appeal Rights.**

1. An Employee may either appeal a final disciplinary action to the SPB in accordance with SPB Rules no later than thirty (30) calendar days from the effective date of the final disciplinary action; or
2. Make an irrevocable election to appeal to an Arbitrator no later than thirty (30) calendar days from the effective date of the final disciplinary action.
3. The Employee must submit a copy of the NFA with the notice of appeal.

**Section 8. Prior Disciplinary Actions.** NCAs and NFAs for suspensions and demotions shall not be used as a basis for progressive discipline after five (5) years, provided no similar actions have occurred during that time.

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## ARTICLE 24. DISCIPLINARY ACTIONS RELATED TO UNSATISFACTORY PERFORMANCE

**Section 1. Application.** This Article applies to an Employee who has attained career status.

**Section 2. Performance Development Plan.** An Agency may place an Employee on a Performance and Development Plan at any time to help improve an Employee's performance.

**Section 3. Basis for Disciplinary Action.** An Agency may discipline an Employee for performance which continues to be unsatisfactory after the Employee has been given a reasonable opportunity to correct it as provided in this Article.

### **Section 4. Procedures.**

- A.** An Employee may not receive an overall rating of less than satisfactory on the Employee's annual performance appraisal unless the Employee has been advised, in writing, that they are not meeting the performance standards. An Employee shall be informed of performance deficiencies that may lead to a less than satisfactory performance rating within reasonable proximity of when the Agency became aware of the deficiency, but always within thirty (30) days.
- B.** When an Employee has been placed on notice that they have not met their performance expectations, and the Agency decides to pursue a performance-based action, the Employee's Agency shall inform the Employee that the Employee has one hundred eighty (180) days from issuance of the rating to improve to a satisfactory level. This shall not preclude the Agency from taking performance-based disciplinary actions against the Employee after thirty (30) days from the beginning of the Performance and Development Plan if the Employee exhibits a critical failure to perform, substantially fails to comply with the Performance and Development Plan or exhibits deteriorating performance. When an Agency creates a Performance and Development Plan, the Agency shall identify the following:

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1. An identification of the job assignments and performance skills for which performance is unsatisfactory;
  2. A description of what the Agency will do to assist the Employee to attain a satisfactory level and a description of what the Employee must do to improve the unsatisfactory performance during the one hundred eighty (180) day Performance and Development Plan;
  3. A statement as to how often the Agency and the Employee will meet during the one hundred eighty (180) day Performance and Development Plan period to provide the Employee with coaching and feedback to assist the Employee to attain a satisfactory performance level; and
  4. A statement indicating that failure to meet the Performance and Development Plan expectations during or at the end of the one hundred eighty (180) day period may result in disciplinary action up to and including termination.
  5. At the conclusion of the one hundred eighty (180) day Performance and Development Plan period, the Agency will meet with the Employee to discuss the final outcome/rating of the Employee's performance and will notify the Employee of the final outcome in writing.
  6. A form shall be used to verify the dates and times that the meetings required in the Performance and Development Plan were completed and when the date(s) the criteria were reviewed with the Employee.
- C. If, at the conclusion of the Performance and Development Plan period, the Agency elects to initiate discipline against an Employee for unsatisfactory performance, the Agency shall notify the Employee, within forty-five (45) days, in writing by a NCA of the Agency's decision to initiate disciplinary action. The NCA shall include:
1. Specific documented instance of unsatisfactory performance by the Employee on which the action is based;
  2. The specific job assignments/skills involved in each specification of unsatisfactory performance;

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- 3. A written description of the efforts made by the Agency to assist the Employee in improving performance during the Performance and Development Plan period; and
  - 4. Written explanation of how the Agency provided the Employee with a reasonable opportunity to attain satisfactory performance.
- D. If at the conclusion of the time periods provided for in Sections B and C of this Article, the Agency decides not to take disciplinary action based on unsatisfactory performance, it shall remove the Performance and Development Plan from the Employee's personnel record.
- E. If the Agency does not provide the Employee a reasonable opportunity to attain satisfactory performance as outlined in the Performance and Development Plan, it may not issue discipline under this Article.

**Section 5.** The Agency shall fully consider a demotion, in appropriate circumstances in lieu of termination for unsatisfactory performance.

**Section 6. Caseload/Workload Management.** The following defenses may be asserted by the Employee in response to disciplinary action for failure to complete caseload/workload assignments as required:

- A. The Employee was unable to complete caseload/workload activities on assigned cases because there was not sufficient time available to take actions required by policy and regulations; and/or
- B. The Employee was unable to complete caseload/workload assignments in a timely manner because of the actions of others over which the Employee has no control.

The Employee shall have the burden of establishing these defenses.

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## ARTICLE 25. CONTRACTING OF WORK

**Section 1. Contracting Out.** In the event the Agency decides to contract out work which has been traditionally performed by Employees in the bargaining unit, it shall provide the Union with written notice, as soon as practical but not less than twenty-one (21) days prior to the proposed implementation, describing the work to be contracted, the basis for the decision to contract out the work, and the anticipated effect on Employees. The Union may request bargaining within twelve (12) days of receipt of the notice. In the event of an impasse in bargaining, the Agency may implement its last offer and the Union may not invoke impasse Arbitration provided the Agency's action will not result in an Employee's classification being downgraded, regular straight time hours being reduced, being laid off, or being transferred more than thirty-five (35) miles. If any such adverse actions would occur, the Agency may only contract out the work consistent with the resolution of the impasse by an Arbitrator. Work "traditionally performed" shall not include work temporarily contracted out to meet emergency needs or mandates of higher authorities or work contracted out in accordance with existing practice.

**Section 2. Returning Work to State Service.** Where the Union contends that work being performed under a service contract can be more economically, efficiently, and qualitatively performed by Employees in the bargaining unit, it shall notify the Agency of its contention in writing, supported by a statement setting forth the reasons why it believes such work can be more economically, efficiently, and qualitatively performed by bargaining unit Employees. The Agency will, upon a specific written request, furnish the Union with information reasonably-available and relevant to its analysis, subject to withholding such information after receiving valid written objections from contractor on grounds of confidentiality or because of the proprietary nature of the information requested. Where the Agency, after reviewing the Union's contentions and conducting further analysis on its own, determines that the work can be more economically, efficiently, and qualitatively performed by

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Employees in the bargaining unit, the parties shall jointly develop a plan to return such work to State service.

The Agency and the Union recognize the value of public service for its citizens and the value of those services being performed by public Employees. As such, the parties agree to meet to discuss currently contracted out services.

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## **ARTICLE 26. PHYSICAL EXAMINATIONS AND VACCINATIONS**

**Section 1.** Whenever the Agency requires a physical examination/medical test from a physician selected or approved by the Agency, and where applicable law allows such examination/test, the Employee will be on paid status for the amount of time to complete the examination/test and the Agency will pay the cost of such examination/test.

**Section 2.** The Agency shall also pay any costs and provide duty time to an Employee required to undergo testing and physical examination in connection with Commercial Drivers Licensing (CDL) if the Agency requires a CDL for that particular Employee.

**Section 3.** Hepatitis and any other vaccinations that are intended to protect Employees from contracting and transmitting air and blood borne diseases and required by the Agency, shall be paid for by the Agency. Administration of any vaccines must be done with the Employee's consent.

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## ARTICLE 27. SCHEDULES AND STAFFING

### **DEFINITIONS**

"Schedule" means a schedule established by the Agency, defining a start and end time for the Employee, and that is not a shift as defined below.

"Shift" means a normal work schedule assigned to an Employee as part of a rotating group of individuals that must continuously maintain a twenty-four (24) hour operation.

### **Section 1. Work Week.**

- A. For purposes of this Agreement, the work week will be a calendar week beginning at 12:01 a.m. Saturday and ending 12:00 midnight the following Friday. All full-time Employees' normal work week will consist of forty (40) hours per week and shall include two (2) consecutive days off.

Except as otherwise allowed for by law for Employees at the Department of Corrections, a full-time Employee's normal work week will consist of forty (40) hours per week. This shall not be a guarantee of any minimum number of hours worked.

No regular shift shall be split into more than two (2) segments with an unpaid break of greater than one (1) hour.

- B. The Agency may change established work schedules in order to meet legitimate public service and operational needs. Assignment of overtime shall not constitute a change in the work schedule. Prior to implementing such changes, the Agency shall provide written notice to the Union and affected Employees as follows:
1. Sixty (60) days when adding one or more workdays to the work week (e.g., Saturday and/or Sunday);
  2. Forty-five (45) days when changing the length of the workday (e.g., from eight (8) hours to ten (10) hours) or changing starting/quitting times by more than two (2) hours;
  3. Twenty-one (21) days when changing starting/quitting time by two (2) hours or less.

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The written notice of changes in 1, 2, and 3 above shall be executed by the Agency. The Union may request bargaining over the change within fifteen (15) days of receipt of the notice. The failure of the parties to reach agreement shall not require the Agency to delay implementation of the change. In the event of an impasse in bargaining, the parties shall resolve the impasse in accordance with the PEBA or any other expedited impasse resolution procedures mutually agreed upon by the parties; provided, however, the impasse resolution shall be limited to proposals relating to the impact and implementation and not the decision to make the change.

All changes to established work schedules shall be done in a manner that is fair and equitable for all affected Employees.

**Section 2. Alternative Work Schedules.** Alternative work schedule means an approved schedule requested by an Employee that deviates from the work week described in Section 1A, or a schedule that deviates from an Agency worksite's normal schedule. Employees who work a shift are not eligible for an alternative work schedule.

- A.** An Employee may apply for a schedule that deviates from a worksite's normally scheduled work hours and workdays (hereinafter referred to as an alternative work schedule). The Agency shall not unreasonably deny or rescind an Employee's requested alternative work schedule. Current Performance and Development Plans, or current attendance development plans, or current sick leave monitoring/usage plan, or disciplinary actions shall be grounds for denial or rescission of an alternative work schedule. Operational needs and job duties may be grounds for denial or rescission of an alternative work schedule.
- B.** If an Employee's application for an alternative work schedule cannot be approved because another Employee is also requesting or is on the same or similar schedule which precludes the same alternative work schedule accommodation, then Agency Seniority shall be the

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- determining factor as to which Employee shall be granted or maintained on their requested alternative work schedule.
- C. When an Employee requests an alternative work schedule, the Agency shall approve or deny, in writing, the Employee's request within fourteen (14) calendar days.
  - D. Prior to rescinding the alternative work schedule, the Agency shall provide the Employee with no less than fourteen (14) calendar days' notice in writing.

**Section 3. Scheduling Shifts.** For Employees who work shift, the shifts shall be determined by bid to be done every six (6) months by Agency Seniority or otherwise by agreement of the Agency and the Union. The Agency and the Union will work together to determine the appropriate staffing by shift and post. For each Agency with twenty-four (24) hour facilities, the shift bidding shall be addressed in the respective Agency Appendix of this Agreement. Changes in such shifts may be made to meet the operational needs of the facility and will be made in accordance with the restrictions in Article 29, Section 1.

**Section 4. Breaks.** The Agency shall provide Employees with at least two (2), fifteen (15) minute breaks for each eight (8) hours worked during the workday, consistent with the situation at any particular worksite and provided that appropriate coverage is available to allow the Employee to take the breaks. The Agency will provide a break area, where practicable and consistent with the situation at any particular worksite.

**Section 5. Meal Periods.** All full-time Employees may take at least one (1) thirty (30) minute unpaid meal period each workday, not to be used in conjunction with breaks or early release. Unpaid meal periods shall not interfere with the operational needs of the Agency. This provision does not apply to twenty-four (24) hour operations.

**Section 6. Staffing and Workload Standards.** The Agency shall assign workloads to treat Employees as equitably as possible. The Agency shall consider re-distribution of staff or positions among an Agency's programs, schedules, shifts, or work sites, or other means of alleviating excess workload and shall specifically

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consider hiring additional staff where there are chronic workload problems.

**Section 7. Make-Up Time.** When an Employee is occasionally late for work and has called in or made a reasonable attempt to do so, the Agency, if possible, shall allow them to make-up up to one (1) hour of the lost work time within the same work week.

**Section 8. Job Sharing.** Employees may share the same job position and the Agency shall approve reasonable job sharing provisions proposed by Employees wishing to share a job.

**Section 9. Worksite Accommodation.** Where practicable, the Agency will provide reasonable alternative worksite accommodation due to a temporary medical condition.

**Section 10. Parent-Teacher Conferences.** Employees with a child or children enrolled in a school shall be entitled to the following amounts of paid administrative leave for parent-teacher conferences, provided that the express purpose of the leave is to attend a parent-teacher conference during the Employee's normal workday; provided that the leave is not being requested for parental participation or assistance in extra-curricular school activities; provided that the Employee follows any procedures required by the Agency to request paid administrative leave for the parent-teacher conference; and, provided that the Employee provides reasonable notice to the Agency in an effort to avoid disruption to operational needs:

1. Employees with three (3) or more children may be granted up to four (4) hours of paid administrative leave during the spring semester, and up to four (4) hours of paid administrative leave during the fall semester for parent-teacher conferences; and
2. Employees with one (1) child or two (2) children may be granted up to two (2) hours of paid administrative leave during the spring semester, and up to two (2) hours of paid administrative leave during the fall semester for parent-teacher conferences; and

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3. Two (2) Employees may request available leave to attend the same scheduled parent-teacher conference for their children.

**Section 11. Staffing.** Upon request twice each calendar year, a Cabinet Secretary or Agency head shall meet with the Union at a mutually agreed upon time and place to discuss staffing related issues. In anticipation of such a meeting, on written request, the Agency shall provide the Union with all relevant staffing related information within the possession or control of the Agency, including information related to the methodology it used to determine staffing levels, that is permissibly released under law.

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## ARTICLE 28. OVERTIME AND COMPENSATORY TIME

**Section 1. Overtime.** The Agency shall compensate FLSA nonexempt Employees at the rate of one and one-half (1 ½) times the Employee's regular hourly rate of pay for hours worked in excess of forty (40) hours during the Employee's designated work week; or after eight-four (84) hours during a two (2) week period for corrections officers in the Department of Corrections working twelve (12) hour shifts (hereinafter referred to as "Overtime Pay"). The Agency may not adjust the length of any bargaining unit Employees' workday or work week to avoid payment of overtime or accrual of comp time by nonexempt Employees without the Employee's consent. In the event an Employee is absent from work on an authorized paid leave status during regularly scheduled non-overtime hours, the Agency shall pay the Employee for all such scheduled non-overtime hours with charge to the appropriate paid leave category and shall not substitute actual time worked for authorized paid leave.

**Section 2. Overtime Scheduling.** This Section governs those Agencies where there is no Agency Appendix regarding overtime assignments. If overtime is required of an individual Employee:

- A. The Agency shall first offer overtime to Employees within the work group to which they are assigned, and who are qualified to perform the necessary tasks.
- B. If more than one (1) qualified Employee volunteers to work overtime, the Agency shall assign overtime based on Agency Seniority within the work group to which they are assigned.
- C. The Agency shall rotate overtime assignments in a fair and equitable manner. If no volunteers are available, then the Agency will designate Employees capable and qualified to perform the work based on reverse Agency Seniority.
- D. Mandatory overtime shall be rotated in a fair and equitable manner.
- E. The Agency shall have the right to require Employees to work overtime consistent with this Section.
- F. Employee shall not be mandated to work more than a total of sixteen (16) hours in a day.

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### **Section 3. Compensatory Time for FLSA Nonexempt**

**Employees.** FLSA nonexempt Employees may accrue, in their Premium Bank, up to two hundred forty (240) hours of comp time off (hereinafter referred to as "Premium Bank") at a rate of one and one-half (1 ½) hours for each hour of time worked where such time worked would otherwise be compensated by Overtime Pay. Once an Employee reaches two hundred forty (240) hours in their Premium Bank or any combination of admin comp time, holiday comp time, or comp time reaches two hundred forty (240) hours, the Agency shall pay out the excess over two hundred forty (240) hours.

- A.** Overtime will be paid in cash or comp time at the Employee's election per pay period, unless the Employee is informed that only comp time is being offered.
- B.** When only comp time is offered, the Employee may refuse the overtime assignment without penalty.
- C.** The date to be taken as comp time off shall be scheduled by agreement between the Agency and the Employee and Agency approval for the use of comp time will be granted in a fair and equitable manner.
- D.** All unused comp time will be paid upon an Employee's leaving the Agency or a department, division or other subgroup which has an individual budget, or upon death, to the Employee's estate, at the final regular rate received by the Employee.

### **Section 4. Compensatory Time for FLSA Exempt Employees.**

FLSA exempt Employees may accrue up to eighty (80) hours of comp time, or more if the Agency allows for a more generous accrual, at the rate of one (1) hour for each hour worked in excess of forty (40) hours during the Employee's designated work week except Agencies, at their discretion, may offer cash overtime payments.

- A.** The date to be taken as comp time shall be scheduled by agreement between the Agency and the Employee and Agency approval for the use of comp time will be granted in a fair and equitable manner. Unused comp time may be paid at the discretion of the Agency as availability of funds allow.
- B.** An Employee who has a comp time balance of at least seventy-five (75) hours shall confer with their Agency in an

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effort to develop a plan for usage of comp time so as to avoid accumulated comp time in excess of eighty (80) hours. In the event, after good faith discussions, the Employee and the Agency cannot agree on a plan, the Agency may designate times when accumulated comp time may be used in order to reduce the accumulated balance to no more than seventy (70) hours. Should the Employee decline to use accumulated comp time during the designated periods, the Employee may be required to work overtime in excess of the eighty (80) hour cap without additional compensation. If the Agency fails to designate a period(s) for use of the accumulated comp time, the Employee may accumulate comp time in excess of the eighty (80) hour cap to a maximum of one hundred twenty (120) hours. If the Agency continues to fail to designate periods for use of the accumulated comp time, the Agency shall either pay the Employee in cash, one (1) hour for each hour of overtime or refrain from assigning overtime to the Employee.

**Section 5. Notice for FLSA Nonexempt Employees.** By November 1 of each calendar year, the Agency shall send a written notice to Employees notifying them of accrual limitations under this Article.

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## **ARTICLE 29. CONTINUATION OF BENEFITS**

Employees shall enjoy all economic benefits contained in this Agreement. Where other or greater economic benefits are not contained herein, but are contained in legislative enactment or rule or regulation of the SPB, the State shall continue such economic benefits.

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## ARTICLE 30. FURLOUGH AND REDUCTION IN FORCE

**Section 1.** In the event an Agency contemplates a furlough or reduction in force (RIF), thirty (30) calendar days prior to submitting its furlough or RIF plans to the SPB, the Agency shall notify and meet with the Union, to discuss the furlough or RIF plan. Prior to meeting with the Union, the Agency is to provide the Union the RIF or furlough plan, including any pertinent data used by the Agency to support the RIF or furlough plan.

**Section 2. Furlough.** In the event of a furlough, other than a furlough implemented because of a temporary loss of federal funds, the Agency may not furlough an Employee in a manner that results in the loss of more than eighty (80) hours of pay during a twelve (12) month period or more than fifty-three (53) hours of pay in any pay period, unless agreed to by the Union and the Agency has not identified other suitable alternatives.

The furlough plan shall affect all Employees within the organizational unit impacted to the same extent including the return to full service.

**Section 3. RIF.** Employees to be affected by a RIF shall be provided the right of first refusal to any position to be filled within the Agency for which they meet the established requirements at the same or lower midpoint than the midpoint of the position the Employee currently holds unless there is another candidate exercising RIF rights for that position in accordance with SPB Rules 1.7.10.9 and 1.7.10.10 NMAC. All reasonable efforts shall be made to ensure that an Employee shall not receive a pay reduction. However, if the pay band of the position to which the Employee is claiming is lower than the Employee's current pay band, the Employee shall be paid at a rate no higher than the maximum rate for the pay band of the position.

No Employee in a career status shall be laid off while there are term, probationary, emergency, or temporary status Employees in the same classification in the same organization unit. The order of layoff due to a RIF as well as the return to State service shall be by Agency Seniority date.

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## ARTICLE 31. FILLING OF VACANCIES

**Section 1.** The Agency shall advertise all bargaining unit job vacancies which the Agency intends to fill in a reasonable manner, including posting a notice on all bulletin boards at the location where the vacancy exist, for a period of at least fourteen (14) calendar days. The purpose of the selection process is to select the most qualified and appropriate candidate for the position based on qualifications and ability. If during the selection process the Agency determines multiple Union applicants are equally qualified, then Agency Seniority shall govern the applicant selection for the vacancies with the bargaining unit covered by this Agreement. If Agency Seniority does not break the tie, then State Seniority shall govern the applicant selection.

**Section 2. Qualifications.** Minimum qualifications established for a position shall be approved by the SPO minimum qualifications consists of education, job related education, experiences, licensure, certification registration, and/or legal requirements that are:

- A. Appropriate to the occupation and job duties of the position;
- B. Necessary for successful performance of the essential duties of the position; and
- C. Are not designed to unduly restrict competition.

In addition, the hiring process shall be in accordance with State and federal laws governing discrimination and nepotism.

The Agency shall notify any bargaining unit Employee that is interviewed but not selected for a bargaining unit position.

**Section 3. Transfers.** The Agency may not involuntarily transfer an Employee more than thirty-five (35) miles from their current post of duty. Unless the Agency determines that business operations require otherwise, involuntary transfers shall be done by reverse Agency Seniority within the affected organizational unit.

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## ARTICLE 32. JOB CLASSIFICATIONS

**Section 1. Right to Job Description.** Within ten (10) calendar days of receipt of an Employee's request, the Agency shall provide an Employee with a copy of the current document on file that describes and/or supports the Employee's individual position assignment.

If the Agency does not already have a current document on file that describes and/or supports the Employee's individual position assignment, then the Agency shall provide within ten (10) calendar days, the Employee with the appropriate form(s) for a position assignment analysis. This form(s) will be completed by the Employee and Agency within fourteen (14) calendar days after receipt of the form(s). Once completed, the form(s) will be filed with the Agency Human Resource (HR) for placement in the proper position control files.

**Section 2. Requesting Position Assignment Review.** Employees shall be placed in the appropriate position assignment, also referred to herein as "classification assignment".

**A. Request to Agency.** Any Employee covered by this Agreement who believes their actual position assignment in the classified service is not assigned to the classification that best represents the duties assigned by the Agency and performed by the Employee, may initiate a request for a review of their classification assignment and/or a possible new classification assignment through procedures established by the SPO and this Article of this Agreement.

The classification assignment review process shall begin as soon as the Employee submits the request, in writing, to the Agency HR. The Agency shall provide the necessary form(s) to the Employees and/or Employee's Union representative to make such a request. In addition to the form(s) for a classification assignment analysis, the Employee and the Employee's Union representative shall be allowed to submit additional information and/or documentation relevant to the Employee's current job tasks and/or assignments being

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performed by the Employee. This assignment review process is commonly referred to as a desk audit.

- B. Review Procedure.** The Agency will review the classification assignment documents and compare that Employee's classification with the duties of other Employees in the same job classification and same organizational unit. The classification assignment review shall be completed within sixty (60) calendar days, unless unusual circumstances intervene. In the event that the Agency cannot meet the sixty (60) day deadline, the Employee and their Union representative will be notified prior to the expiration of the deadline.
- C. Determination.** If the Employee is found to be permanently performing duties of a higher rated classification, then the Employee shall be reclassified appropriately. If the Employee's position is subsequently assigned to a different classification, the Agency will apply appropriate placement within the new classification. The Employee will be provided notice of the Agency's findings.
- D. Re-examination by SPO.** If the Employee disagrees with the Agency's determination, the Employee may request a re-examination of that determination by the SPO Director. In the event of such re-examination, the Employee and the Employee's Union representative may meet with SPO staff. The SPO Director's decision shall be final and binding.

**Section 3. Agency-Initiated Individual Position Reclassification Out of the Bargaining Unit.** In the event that an Agency decides to submit a reclassification request of a bargaining unit classification to the SPO Director for the review of an individual classification assignment that could result in the removal from the bargaining unit, the State's designee will notify the Union of the request. In addition to the Agency's submission, the Employee and the Employee's Union representative shall be allowed to submit additional information and/or documentation relevant to the Agency's request. The SPO Director shall allow the Employee and the Employee's Union representative the opportunity to meet with SPO staff in order to present the case for the review of the classification assignment.

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## ARTICLE 33. HEALTH AND SAFETY

The following Sections govern those Agencies where there is no Agency Appendix regarding its subject matter.

**Section 1. Health and Safety Standards and Measures.** Safety is an integral part of the responsibilities of every manager, supervisor, and Employee. Safety management exists to assist managers, supervisors, and Employees in the better performance of their duties. Employees, supervisors, and managers shall comply with such rules, regulations, and practices as may be prescribed in order to provide safe, sanitary, and healthful working conditions. For all Employees covered by this Agreement, the Agency shall:

- A. Provide safe and healthy working conditions and practices;
- B. Comply with federal OSHA and all other applicable federal, State, local laws and regulations, and departmental safety rules and regulations;
- C. Provide safe, healthy, clean work sites and grounds; and
- D. Provide Employees with adequate information on communicable diseases, infestations, and hazards to which they may have routine exposure as soon as the Agency becomes aware of such information.

**Section 2. State Vehicles.** An authorized driver of a State vehicle shall not be required to operate an unsafe vehicle if the authorized driver reasonably believes continued operation could endanger any person or property. In such a case, the authorized driver shall immediately notify their supervisor and the fleet manager for the Agency responsible for the State vehicle of their reasonable belief of the unsafe vehicle condition and obtain a repair or replacement vehicle if available.

**Section 3. Security.** In all Agencies where there may be a high risk of a client, patient, or member of the public with whom Employees must interact, posing a threat of physical harm to Employees, such Employees shall not be required to work at their work site, or where they are exposed to such risk or threat of physical harm, for periods of time when adequate security is not provided. For purposes of Agencies where the treatment or

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placement of the client, patient, resident, or inmate is predicated on the potential risk or threat of physical harm by such client, patient, resident, or inmate, adequate security is defined as prior provision of training to Employees adequate to carry out their job duties in such Agencies.

**Section 4. Emergency Transportation.** An Employee who suffers an on-the-job injury or illness and requires immediate emergency care shall be transported to a treatment facility at the expense of the Agency.

**Section 5. Reimbursement for Property Loss.** Should Employees, during the course of their duties, suffer damage to clothing or personal effects, including a motor vehicle, which are necessary to do their job, the Agency shall reimburse the reasonable cost, at actual market or depreciated value, of repair or replacement of such items.

This Section shall not apply to wear and tear and damage to personal effects normally associated with the work being performed. Where damages result in whole or in part from an Employee's own negligence, the Agency shall not reimburse the Employee for a proportion of the damages that is equivalent to the Employee's proportion of fault.

**Section 6. Hostage Taking and Battery.** Employees who, during the performance of their duties, are seized or detained by force or threat and/or are victims of a significant battery, shall, immediately after the incident, be granted a reasonable period of administrative leave with pay to recover from the immediate impact of any physical or psychological harm caused by the action. Such period of leave shall not exceed forty (40) hours. In addition to the forty (40) hours of administrative leave in this Section, the Agency will submit a request, pursuant to SPB Rule 1.7.7.14 , NMAC, to the SPO Director requesting administrative leave for the Employee's portion of leave during the first four (4) weeks should an Employee begin receiving workers' compensation benefits as a result of being seized or detained by force or threat or are victims of significant battery. The SPO Director shall have the discretion to approve or disapprove up to

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fifty-four (54) hours of paid administrative leave for each injured Employee on a case-by-case basis and as allowed by law.

Significant battery is defined in this Section as the unlawful touching or application of force to the person of another with the intent to injure that person or another and that inflicts or causes significant bodily harm to the Employee or is performed with a deadly weapon causing significant bodily harm to the Employee.

**Section 7. Critical Incident Stress Debriefing.** The Agency shall provide Employees appropriate and adequate Critical Incident Stress Debriefing (hereinafter referred to as "CISD"). CISD is to be used for critical job-related incidents including, but not limited to, mass casualty, riots, work peer suicide, serious work injury, and/or work-related death of co-worker. Such CISD shall include, when appropriate, initial debriefing, individual and group therapy and/or counseling, and/or follow-up. All debriefings and other CISD sessions shall be strictly confidential. Where Workers' Compensation benefits are available for an Employee injury, this Section, if otherwise applicable, may be used to provide reasonable supplemental treatment not provided by Workers' Compensation.

**Section 8. Early Return to Work Modified Work Assignments.** The Agency shall make a good faith effort to provide Employees covered by this Agreement with opportunities for returning to work on a modified work assignment due to temporary medical conditions and/or restrictions while recovering from non-work-related injury or illness. An Employee requesting an early return to work in modified duty assignment may request such assignment for a period of up to one (1) year consistent with accompanying medical recommendations. Any medical documentation requested by the Agency shall be confidential with access and use restricted as required by federal and/or State laws, regulations and/or guidelines. An Employee who returns to work on modified work assignment shall be paid no less than their last rate of pay.

**Section 9. Right to Refuse Dangerous Work.** An Employee acting in good faith has the right to refuse work outside of the Employee's job description and job duties under conditions that

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the Employee reasonably believes present an imminent danger of death or serious harm to the Employee. The Agency shall not discipline or discriminate against an Employee for such refusal.

**Section 10. COVID-19.** Agencies shall meet with the Union to develop COVID-19 Agency-specific policies, if any. Notwithstanding the forgoing, the Agency may take actions as may be necessary to carry out the mission of the State in emergencies pursuant to its Management Rights (Article 18, Section 1.3 of this Agreement).

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## ARTICLE 34. TRAINING

**Section 1. New Technology.** In the event the Agency makes technological, or service improvements, or changes production methods, the Agency will provide Employees affected by such changes with adequate training, during the normal working hours, to learn to use the new technology, services, or production methods. The Agency will provide Employees affected by substantial changes with at least fifteen (15) work-days advance notice prior to the changes being implemented unless impossible due to emergency or unforeseen circumstances.

Employee's infrequent use of technology and/or programs and processes may require refresher training. At the request of the Employee, the Agency may provide such training where practicable. Such a request will not be unreasonably denied.

The Agency recognizes that relevant training opportunities should be made available to Employees on a fair and equal basis. Accordingly, where feasible before selecting Employees for training, interest shall be solicited among all Employees in the work unit in which the training is to be offered and selection will be made by Agency Seniority in the work unit where all other factors are equal.

**Section 2. Re-accreditation.** The Agency will pay for Employee's re-accreditation, re-certifications, and re-licensures when applicable.

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## ARTICLE 35. LABOR-MANAGEMENT COMMITTEE

**Section 1. Statewide Labor-Management Committee.** The parties shall establish a Statewide Labor-Management Committee (hereinafter referred to as "SLMC") which shall be a standing committee for the durations of this Agreement. The SLMC shall meet at least every other month at a mutually agreed upon time and place and committee members will utilize the union time code for attendance and travel. The Union and the State's designee shall each appoint one (1) co-chairperson, one (1) official note taker and one (1) member from each Agency at which the Union represents Employees unless mutually agreed to the contrary.

The SLMC shall be free to address, without restriction, any topic of mutually interest or concern which affects working conditions of bargaining unit Employees. It is understood and agreed that while the parties shall not be restricted in the topics to be addressed other than set forth above, neither the discussions, nor the outcome thereof shall be considered or treated as constituting a binding agreement between the parties unless reduced to writing, specifically identified in the body thereof as constituting such an agreement, and signed and dated by the authorized representatives of the parties respectively. The co-chairs will develop the agenda and scheduling by mutual agreement.

**Section 2. Agency Labor Management Committee.** In addition to the SLMC established in Section 1 above, the parties shall establish an Agency Labor-Management Committee (ALMC) to meet on an informal basis in order to solve labor-management related issues unique to that Agency. The co-chairs will develop the agenda, scheduling, and the number of members by mutual agreement. The ALMC members shall utilize the union time code for attendance and travel.

**Section 3. Agency Health and Safety Committees.** To facilitate the development and active maintenance of safety management programs, Agency Health and Safety Committees (hereinafter referred to as "AHSC") are established. The ALMC may serve as

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the AHSC by mutual agreement of the parties. The Agency and the Union shall appoint a reasonable and equal number of management and Union selected Employees to an AHSC where there are Employees covered by this Agreement. Additional AHSCs may be established within an Agency's remote locations(s) upon mutual agreement of the parties. AHSCs shall meet regularly at reasonable intervals based on the task needing to be accomplished. The AHSC members shall utilize the union time code for attendance and travel. The Union and the Agency shall each designate one (1) of their respective members to serve as co-chair to the AHSC. The co-chairs will develop the agenda and scheduling by mutual agreement. The AHSC shall:

- A. Recommend safety and health standards specific to each Agency's operations;
- B. Review Agency loss control information to ensure adequate measures are being taken to prevent recurrence of the same or similar losses;
- C. Establish guidelines designed to minimize Employee risk of becoming harmed by prisoner, client, or patient violence or abuse; and
- D. Be briefed upon request, by the Agency representatives undertaking workplace redesign and seek remedies for workplaces with inadequate heating, ventilation, cooling, air quality and workspace; and offer recommendations for control of potential health and safety hazards;
- E. Receive copies of de-identified injury and toxic illness reports, list of toxic materials, and exposure records;
- F. Promote health and safety education;
- G. Maintain and review minutes of AHSC meetings; and
- H. Offer recommendations for preventing workplace violence that includes:
  - 1. A written policy and program;
  - 2. A review of applicable procedures for risk factors;
  - 3. A review of offered training; and
  - 4. An annual review.

**Section 4. Classification Review/Studies.** The SPO Director shall include the appropriate representation as designated by the Union to serve as subject matter experts in any classification

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review/study being conducted which, includes positions in the bargaining unit and is anticipated to result in:

- Creation, modification and/or deletion of job classifications;
- Grouping of job classification by job family or occupational group;
- Describing or altering the duties, knowledge, skills, or abilities within job classifications.

**Section 5. Job Evaluation Committee.** The SPO Director shall give the Union the opportunity to participate in any job evaluation committee established with regard to positions in the bargaining unit.

The Union shall be entitled to select a Union representative and five (5) Union members who are State Employees and who are eligible to serve on job evaluation committees. The Union shall designate two (2) of the five (5) as regular members and remaining three (3) shall act as alternates.

The Union shall have the right to identify and propose to the SPO Director the review and/or study of job classifications and/or positions in relation to Sections 4 and 5 of this Article. The SPO Director will consider the Union's request in the same manner and conditions as requests identified by an Agency in accordance with applicable SPB Rules.

**Section 6. Caseload Committee.** The parties agree to establish a joint committee to address caseload management issues in Agencies where there are caseload workers. The committee shall consist of equal members from the Union and the Agency. The committee may discuss and develop recommendations on caseload management issues that do not require additional staff or funding, including the following: The most efficient manner of administering the Agency's caseload; developing or modifying caseload monitoring plans. The recommendations of the committee shall be presented to the appropriate Agency head for consideration. The Agency head shall respond to the committee within forty-five (45) days after the submission of the recommendation.

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**Section 7. Group Benefits Committee.** At the Governor's earliest convenience, the Governor shall appoint two (2) Employees nominated by the Union, to serve on the Group Benefits Committee or such other body that may be designated to advise on such matters. The Union shall designate one (1) of the Employees as the attending members and one (1) of the Employees as an alternate. The Employee designated as an alternate may also attend the meetings.

**Section 8. Staffing Taskforce.** The parties shall convene a Labor-Management Staffing Taskforce no later than June 30, 2022, to discuss and develop recommendations to address statewide vacancies. The recommendations will be submitted to the SPO Director for consideration.

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## ARTICLE 36. CONDITIONS OF APPOINTMENT

### Section 1. Term Employees.

- A. Contingent upon legislative authorization, the Agency shall convert all Employees in term positions who do not work under a federal grant or program of designated duration to a perm position. An Employee's date of hire and seniority shall reflect their date of appointment to the term position.
- B. A term Employee shall be notified of vacant career positions in the same classification and the same organization unit. If the Employee applies and meets all published minimum qualifications for the position, then the term Employee shall be selected. In the event more than one (1) term Employee fully meets all published minimum qualifications for the position, Agency Seniority shall govern the selection. If Agency Seniority does not break the tie, then State Seniority shall govern the selection.
- C. The order of separation for the term Employees affected by an expiration of appointment due to reduction or loss of funding or when the special project or program ends for the affected term Employees, shall be by Agency Seniority. If funding for the program or the project is resumed within six (6) months, separated term Employees shall be offered reemployment in Agency Seniority order in the same position they held prior to separation.

**Section 2. Probationary Period.** Unless there is a break in service, once an Employee attains career status, they shall not be required to serve another probationary period.

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## **ARTICLE 37. WHISTLEBLOWER PROTECTION**

Employees shall have the right, without interference or fear of penalty or reprisal, to disclose in good faith to internal auditors, Inspectors General, or other appropriate governmental authorities information that may evidence improper governmental activity (including, but not limited to, action that is in violation of any State or federal law or regulation; action that is economically wasteful; or action that involves gross misconduct, gross incompetence, or gross inefficiency) or conditions that may threaten the health or safety of Employees or the public.

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## **ARTICLE 38. WHOLE AGREEMENT**

This Agreement shall be deemed the final and complete Agreement between the parties and, in conjunction with written Agency Appendices and any other written agreements reached between the parties, expresses the entire understanding of the State and the Union. In the event of a conflict between this Agreement and any other rule, law, regulation, or policy, the terms of this Agreement shall prevail unless the conflicting rule, law, regulation, or policy is considered as controlling authority in accordance with the PEBA.

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## **ARTICLE 39. GENERAL SAVINGS CLAUSE**

If any Article, Section, or provision of this Agreement is found to be invalid, unenforceable, or no longer appropriate by any board or court of competent jurisdiction, the specific Article, Section, or provision shall cease to be in effect. If this occurs, either party shall have the right to re-open negotiations with respect to the specific Article, Section, or provision of this Agreement found to be invalid, unenforceable, or no longer appropriate. All other provisions of this Agreement not found to be invalid, unenforceable, or no longer appropriate will continue to be in full force and effect and shall not be subject to renegotiation.

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## **ARTICLE 40. WAIVER**

**Section 1.** For the duration of this Agreement, the State is not obligated to bargain over Union initiated changes in terms and conditions of employment unless such changes are proposed pursuant to the terms of this Agreement.

**Section 2.** In addition to changes initiated pursuant to its Management Rights (Article 18 of this Agreement), the State reserves the right to propose other reasonable changes in the terms and conditions of employment of Employees to meet legitimate public service and operating needs, and such changes are subject to negotiation in accordance with the PEBA or any other expedited impasse resolution procedures mutually agreed upon by the parties at the time of such negotiations.

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## **ARTICLE 41. EXPIRATIONS**

This Agreement shall take effect on August 5, 2022, and shall expire on December 31, 2025. If either Party wishes to modify, annul, or terminate this Agreement or negotiate a successor, it shall give notice of its desire to reopen this agreement for negotiations no later than July 1 of the year of expiration. Negotiations shall convene promptly after notice, but no later than August 1. If either Party provides notice to reopen for negotiations, this Agreement will continue in full force and effect until it is replaced by a subsequent written Agreement in accordance with PEBA.

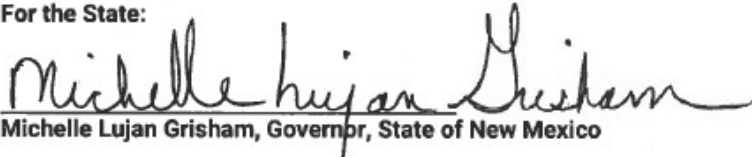
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For the Union:

  
Connie Derr, Executive Director AFSCME Council 18

  
Shane Youtz, General Counsel

For the State:

  
Michelle Lujan Grisham, Governor, State of New Mexico

  
Teresa Casados, Chief Operations Officer

  
Diego Arencon, Deputy Chief of Staff

  
L. Teresa Padilla, Director, State Personnel Office

  
Ricky Serna, Former Acting Director, State Personnel Office

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**AFSCME Master Contract and Supplemental Bargaining Team:**  
**Council 18 Bargaining Team Members**

Connie Derr, Executive Director

Shane Youtz, General Counsel

Rob Trombley, Public Safety Coordinator/Staff Representative

Joel Villarreal, Staff Representative

Sam Chavez, Staff Representative

Chris Armijo, Staff Representative

**State Employee Team Members:**

Jeanette Aguilar, TRD, Local 1211

Tony Barajas, CYFD, Local 2890

Laura Barnes, SNMCF, Local 3422

Jacob Bradshaw, WNMCF, Local 3422

Elmer Chavez, Springer, L3422

Joe Ray Chavez, CYFD, Local 3320

Adrianna Claussen, HSD, Local 3320

Arminda Cordova, DWS, Local 1211

Jason Davis, RLD, Local 1211

Fred Garcia, HSD, Local 3320

Henry "Ace" Griego, VCMC, Local 2557

Jessie Hernandez, HSD, Local 1211

Linda Holland, ALTSD, Local 3199

Barbara Jimenez, FBMC, Local 3973

Tirzio Lopez, PRC, Local 477

Dirk Lee, WNMCF, Local 3422

Kenneth Long, DOT, Local 1211

Kemaury McLauren, PPO, Local 1211

Stephanie Mariscal, DVR, Local 3320

Karen Martinez, TRD, Local 477

Nicholas Merton, TRD, Local 1211

Jonathan Montano, CNMCF, Local 3422

Lawrence Montoya, HSED, Local 477

Robert Morris, PPO, Local 1211

Jolene Ortiz, NMBHI, Local 1380

J'ette Quintana, TRD, Local 477

Karla Rael, NMCD, Local 3422

Chris Romero, LLC, Local 1894

Ellen Stephens, LLC, Local 1894

Carol Tapia, TRD, Local 1211

Cathy Townes, OSI, Local 477

Barbara Yescas, FBMC, Local 3973

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**State Master Contract Team:**

Pamela D. Coleman, Former Director, State Personnel Office

Jeff Young, Former General Counsel, State Personnel Office

Sandy Martinez, Labor Relations Director, State Personnel Office

**Special Thanks To:**

Ricky Serna, Former Acting Director, State Personnel Office

Jessica Cooper, General Counsel, State Personnel Office

Drew Lovelace, LR Administrator, State Personnel Office

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## APPENDIX A. LOR REMOVAL FORM

### AFSCME Employee Request for Removal of Letter of Reprimand and Other Documents

(Submit to your direct supervisor)

Date Submitted: \_\_\_\_\_

Submitted to (name of direct supervisor) \_\_\_\_\_

Agency Name: \_\_\_\_\_

Pursuant to Article 17 of the AFSCME CBA, I (Insert name) \_\_\_\_\_  
\_\_\_\_\_(title), hereby request the removal of the following  
document(s) from my personnel record (check all that apply):

☐ Documented Verbal    ☐ Letter of Counseling    ☐ Letter of Warning  
☐ Letter of Concern    ☐ Letter of Reprimand    ☐ Letter of Coaching  
which occurred on or about date(s) \_\_\_\_\_

I confirm that one (1) year has passed since I received the Letter of Reprimand and/or other documents identified above, and I have not committed any further infractions of work rules during that one (1) year period. I authorize the Agency to remove the document(s) circled above from my personnel record. The Agency maintains the right to retain the original copy and may not use it as a basis for progressive discipline.

The AFSCME CBA requires that you provide me notice in writing that the document has been removed.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

-----  
To be completed by management:

Document removed from personnel record on  
(date)\_\_\_\_\_

Or

Employee request denied for the following reason:  
\_\_\_\_\_  
\_\_\_\_\_

Name and Signature of Direct Supervisor \_\_\_\_\_ Date \_\_\_\_\_

Name and Signature of Bureau Chief \_\_\_\_\_ Date \_\_\_\_\_

Name and Signature of HR Manager \_\_\_\_\_ Date \_\_\_\_\_

cc: labor.relations@state.nm.us

APPENDIX B. UNION MEMBERSHIP CARD

American Federation of State, County and Municipal Employees, AFL-CIO  
State of New Mexico Public Employees

AUTHORIZATION FOR MEMBERSHIP DUES DEDUCTION:

BY:

Employee No.

Last Name

First Name

Middle Initial

TO:

Agency

Bureau

Title

Location

Effective: \_\_\_\_\_ I authorize AFSCME Council 18 as my exclusive bargaining representative, and I accept membership in AFSCME Council 18. I request and authorize the State of New Mexico to deduct union dues from my pay and transmit them to AFSCME Council 18. The amount of dues deduction shall be the amount approved by AFSCME's membership as set forth in the AFSCME constitution and certified in writing to my employer. I understand that my authorization for dues deduction can only be revoked during the ten days following the anniversary date of my employment.

Employee's Signature	Last Four of Soc. Sec. #	Hire Date
Street Address	City	State
		Zip Code
*Cell Phone	Work Phone	Home Phone
Personal Email		

Payments to the Union are not deductible as charitable donations for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

\* By providing my cell phone number, I understand that the Union and its affiliates may use automated calling technologies and/or text messages on my cell phone on a periodic basis. The Union will never charge for text message alerts, carrier message and data rates may apply to such texts.



# APPENDIX C. PEOPLE AUTHORIZATION CARD

## PEOPLE AUTHORIZATION CARD

**Public Employees Organized to Promote Legislative Equality**

I hereby authorize my employer and/or associated agencies to deduct each pay period the amount certified below as a voluntary contribution to be paid to the Treasurer of the PEOPLE Qualified Committee, AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035, to be used in accordance with the by-laws of the PEOPLE Qualified Committee for the purpose of making political contributions. My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment, and is free of reprisal, and that I may revoke this authorization at any time by giving written notice.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
NAME (PRINT) \_\_\_\_\_ Last Four of SS# \_\_\_\_\_  
HOME ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
LOCAL # \_\_\_\_\_ DEPARTMENT/AGENCY \_\_\_\_\_  
CELL PHONE \_\_\_\_\_ ID NUMBER \_\_\_\_\_  
PERSONAL EMAIL \_\_\_\_\_

Deduction Per Pay Period	
<input type="checkbox"/> \$9.62	<input type="checkbox"/> Other \$ _____
Jacket size: <input type="checkbox"/> \$4.20 MVP	
Select....	
FOR OFFICE USE ONLY	
JACKET RECEIVED	

In accordance with federal law, the PEOPLE committee will accept contributions only from AFSCME members and their families. Contributions or gifts to AFSCME PEOPLE are not deductible as charitable contributions for federal income tax purposes.

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## **APPENDIX 1. AGING AND LONG-TERM SERVICES DEPARTMENT (ALTSD)**

The following is applicable to the Aging and Long-Term Services department (ALTSD)

**Section 1. Intake.** ALTSD agrees to compensate all Employees who perform both intake and on-call at straight time or overtime as appropriate for all hours worked.

The parties agree to rotate afterhours schedules fairly and equitably to all Employees within the five (5) regions of ALTSD.

**Section 2. Clothing Allowance.** ALTSD agree to provide a \$175 clothing allowance, subject to any applicable taxes, on the Employees anniversary date to those Employees classified as Personal Home Care Aides P9021.

**Section 3. Health and Safety.** ALTSD agrees with the following regarding all Employees who provide direct client services covered by this Agreement.

- A.** Hepatitis and any other vaccinations that are intended to protect Employees from contracting and transmitting air or blood borne diseases will be discussed and explored at the Agency Labor-Management Committee (ALMC) with implementation upon mutual agreement (Administration of any vaccines must be done with the Employees consent).
- B.** ALTSD will notify all Employees who provide direct client services covered by this Agreement of any known potential medical risks that may pose a risk to the Employee.

Adult Protective Services (APS) Staff Safety Protocol.

ALTSD will adhere to the APS Staff Safety protocol and will codify it in Agency policy. ALTSD will notify the Union if any changes occur to the APS Staff Safety Protocol prior to Agency policy being established.

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**Section 4. Training Opportunities.** ALTSD agrees to provide the following training on an annual basis for all Employees covered by this Agreement.

- A. Mental Health Training – to assist Employees to be better aware of clients mental health issues. Employees are required to take this training annually.
- B. Safety Training – to provide an awareness of potential hazards and any health risks within client’s homes and steps that can be taken to protect the client and the Employee
- C. Any training identified as beneficial and agreed upon by the parties after discussion at the ALMC.

**Section 5. Equipment.** ALTSD will supply and determine the appropriate equipment necessary for Employees to perform their essential functions of their job.

**Section 6. APS Investigative Case Workers.** APS Investigative Case Workers assigned a significant increase, due to vacancies or other similar reasons, shall have the option to receive overtime/comp time for the purposes of completing their workload and meeting their timelines subject to supervisor approval. If denied the APS Investigative Case Workers can renew the request to the Regional manager.

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## **APPENDIX 1. ALTSD—UNION STEWARD AGREEMENT**

One (1) Union Steward at APS Region 1, 2, 4, and 5.

Two (2) Union Stewards at APS Region 3.

One (1) Union Steward for APS Intake Center.

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## APPENDIX 1. ALTSD—CLASSIFICATIONS LISTING

<b>Classification (short title)</b>	<b>Classification (long title)</b>	<b>Job Code</b>
FIN SPEC	FINANCIAL SPECIALIST	C2099
SOC AND HUM SERV ASST	SOCIAL AND HUMAN SERVICES ASSISTANT	G1093
APS INTAKE WORKER	ADULT PROTECTIVE SERVICES INTAKE WORKER	G3011
APS INVESTIGATIVE CASE WORKER	ADULT PROTECTIVE SERVICES INVESTIGATIVE CASE WORKER	G3013
APS INVESTIGATIVE CASE WORKER	ADULT PROTECTIVE SERVICES INVESTIGATIVE CASE WORKER	G3013
PERSONAL & HOME	PERSONAL & HOME	P9021
CARE AIDE	CARE AIDE	
REC/INFO CLERK	RECEPTIONIST/ INFORMATION CLERK	R4171
SEC, EX LGL/ MED/EXE	SECRETARIES, EXCEPT LEGAL, MEDICAL, AND EXECUTIVE	R6014
OFF CLERK GEN	OFFICE CLERK, GENERAL	R9061
OFF & ADMIN SUP WRK	OFFICE AND ADMINISTRATIVE SUPPORT WORKERS, ALL OTHER	R9199

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## APPENDIX 2. CHILDREN, YOUTH AND FAMILIES DEPARTMENT (CYFD)

### Article 1. CYFD-wide

**Section 1. Battery.** When clients physically batter, and/or cause injury to any Employee(s) on duty, CYFD will notify law enforcement when appropriate on a case-by-case basis.

**Section 2. Supplies and Equipment.** CYFD agrees to provide and maintain supplies and equipment that it deems necessary for the Employee to perform their job duties.

CYFD shall make protective CPR equipment available at designated locations.

Employees have a duty to exercise reasonable care in utilizing any equipment issued to them. Any Employee who negligently or intentionally damages or loses any equipment issued to them may be required to pay for repair or replacement. However, CYFD recognizes that equipment may become lost, broken, or inoperable due to ordinary wear and tear or through no fault of the Employee. If equipment is lost, broken, or becomes inoperable due to ordinary wear and tear or through no fault of the Employee, CYFD agrees to replace such equipment.

**Section 3. Safety Awareness.** CYFD agrees to incorporate a basic Safety Awareness training program for Employees covered by this Agreement. The program will be related to crisis intervention and behavior management training; the diffusion of potentially volatile situations that may occur in the field or 24-hour facilities while Employees are performing their duties; and self-protections and/or defense techniques. The Training will be conducted on an as-needed basis. This training will be mandatory for new employees. The parties, through the CYFD Labor-Management/Safety Committee (ALMC/AHSC) will determine and recommend specific safety training programs for implementation. The parties will establish a committee 30 days after ratification of this Agreement. The number of attendees will be determined by the parties.

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**Section 4. First-Aid Kits.** All offices will be issues first-aid kits and CYFD will maintain and replenish all supplies within the first-aid kits as needed.

**Section 5. Training.** CYFD shall determine, schedule, and conduct mandatory training to ensure all Employees have the training necessary to perform their jobs. CYFD shall, when possible, provide opportunities for training to Employees who wish to become qualified for a different assignment shall submit a written request to attend such training to the Employee's supervisor.

The approval/denial of such requests shall be at the discretion of CYFD and will be provided in writing to the Employee. The parties, through the ALMC/AHSC may make recommendations for additional training offerings that will assist in the professional development Employees.

**Section 6. State Vehicles.** CYFD will provide first aid and emergency kits for CYFD State vehicles. CYFD will maintain and update all such kits when necessary. The parties will work jointly through the ALMC/AHSC to develop recommendations for the allocation of all wheel drive vehicles.

**Section 7. Temporary and Emergency Reassignment (Except JJS Facilities).** CYFD reserves the right to reassign an Employee, move them from their work locations, and/or change their work schedule when CYFD deems necessary for the following reasons:

1. Investigation involving the Employee
2. Employee does not meet performance standards
3. When necessary to protect the safety and well-being of clients, staff, and the public

**Section 8. Timesheets.** Employees are expected to comply with CYFD directives regarding timesheet entry. Failure to comply with directives may result in disciplinary action. Employee(s) who have worked any extra hours and/or callback hour after the deadline to enter time must follow CYFD direction to make

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needed changes to their timesheets at the end of any given pay period; for example, Thursday through the following Monday by noon. Timelines may vary due to Holidays.

CYFD HR may authorize the changes to be made and will ask the Employee to notify their supervisor to confirm the accuracy of requested changes, and approve the changes in order to compensate the Employee(s) in the pay period in which the hours were earned. In the event CYFD is unable to compensate the Employee(s) in the same pay period, CYFD will ensure any hours earned are compensated in the next pay period.

## **Article 2. Juvenile Justice Service (JJS) 24-Hour Facilities**

**Section 1.** CYFD shall issue proper equipment necessary for Juvenile Correctional Officers (JCO) Employees to perform their jobs. CYFD shall ensure necessary Personal Protective Equipment (PPE) is ready and available during all emergencies. PPE must be replaced in accordance with DOH guidance.

**Section 2. Exchange of Days Off.** Two (2) Employees in the same classification level, and working the same shift, who are capable of performing the same duties at the same 24-hour JJS facility shall be permitted to exchange days off, provided the Employees request permission from their supervisor(s) using the Exchange Days Off Form at least seven (7) days in advance. A supervisor may disapprove such an exchange for legitimate operational reasons, which shall be explained to the Employees in writing on the Exchange Days Off Form. An exchange of days off will not be requested or allowed if the exchange would result in overtime for either or both Employees. Once the exchange is approved, each JCO is required to report for work on the day of the exchange as if this was their regular workday.

Failure to report for work on the day exchanged may result in disciplinary action. Furthermore, if an Employee calls in sick for an exchanged workday, the Employee may be required to provide a health care provider's certification.

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The agreement to exchange days off is limited to the original two (2) requestors within the same work week and may not be further exchanged.

### **Section 3. Shift Bidding.**

#### **Bidding Overview.**

- A.** The parties have agreed to a bid roster (roster), by facility that designates the shift and the Regular Days Off (RDOs) available for selection in the bidding process. If CYFD needs to alter the agreed-to roster, CYFD will submit a proposed revision to the Union and allow the Union an opportunity to provide comment for consideration on the revision.
- B.** Employee who are on Workers' Compensation (WC), Family Medical Leave (FML) or other extended leave at the time of the bid will only be allowed to bid if they can document that they will be eligible to return to work within thirty (30) days of the bid. If such Employees are not eligible to bid they will be eligible for vacant posts when they return to work.
- C.** Seniority shall apply in the following manner:
  - 1.** In the event more than one or more qualified Employees have the same hire date and amount of Agency Seniority as another Employee, then the Employee with more State Seniority will have the greater seniority.
  - 2.** In the event Agency Seniority and State Seniority are the same, then the Employee with the higher last four digits of their social security number will determine which Employee has greater seniority.
  - 3.** If the last four digits of the Employees social security numbers are the same, then the fifth digit will be used and the Employee with higher fifth digit will have greater seniority.
- D.** Agency Seniority shall apply as defined in Article 11.
- E.** In the event of bona fide, unforeseen emergency circumstances that prevent the shift bid from being implemented, CYFD will notify the Union of the emergency preventing the implementation, and negotiate alternate time frames, not to exceed ninety (90) days before or after the dates set forth in this Section.

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### **Shift Bidding Process.**

- A.** CYFD will provide a copy of the Agency Seniority list and roster to the Union a minimum of fourteen (14) calendar days prior to the posting of the roster. CYFD agrees to meet and consult with the Union concerning any possible discrepancies in the schedule or facility seniority list.
- B.** By July 1 every year, CYFD will conduct a facility wide open bid within their current facility by Agency Seniority. Thereafter, a facility bid will occur each year.
- C.** CYFD will post the current job description and related qualifications for bargaining unit positions specific to each unit.
- D.** CYFD will post the Agency Seniority list and roster fourteen (14) calendar days prior to the bid on designated bulletin boards at each facility.
- E.** A Union Steward and a member of a management will be present during the bidding process.
- F.** If an Employee cannot be present for the actual bid due to pre-approved leave, FML, WC or other unforeseen emergency, the Employee must contact their supervisor in order to submit a written bid. This written bid must contain the Employee's top three choices and must be submitted in two (2) sealed envelopes to be opened by the member of management and Union Steward simultaneously at the Employee's scheduled time to bid.
- G.** The shift bid process does not apply to Reintegration Centers.

### **Section 4. Temporary and Emergency Reassignment in JJS Facilities.**

- A.** CYFD reserves the right to reassign an Employee, remove them from their unit work location, and/or change their work schedule when CYFD deems necessary for the following reasons:
  - 1.** Investigation involving the Employee
  - 2.** Employee does not meet performance standards
  - 3.** Emergencies or when necessary to protect the safety and well-being of clients, staff, and the public
  - 4.** If a unit is closed down or a new unit is opened in 24-hour facilities

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- B. In the Event of an emergency which cannot be adequately covered, CYFD shall first solicit qualified volunteers, if time permits, considering the emergency. If more than one qualified Employee volunteers, the Employee with the most Agency Seniority shall be selected. If there are insufficient volunteers, CYFD may temporarily designate qualified Employees, using reverse Agency Seniority, as necessary to meet the safety and security needs of the facility. Temporary assignments will last no longer than thirty (30) days unless circumstances require a longer time period.
  - C. If a temporary work assignment is to last more than thirty (30) calendar days, CYFD shall post a written notice of the notice of the assignment and announce the availability of the assignment to facility staff. Any Employee interested in the temporary work assignment shall submit a written request for the temporary assignment. If two or more Employees are equally qualified for a temporary work assignment, then the temporary work assignment shall be given to the Employee with the greatest Agency Seniority.

#### **Section 4. Overtime Scheduling.**

##### **Volunteer Overtime.**

- A. On or before the 13<sup>th</sup> of each month, the supervisor of each unit will offer all overtime available for the following month in their respective unit by Agency Seniority. The Employees within that unit may volunteer for shifts of overtime they would like to work for the following month. The Employees shall have seven (7) calendar days to volunteer for overtime by placing their names on the overtime offer sheet. On or before the 20<sup>th</sup> of each month, the supervisor collects the overtime offer sheet and gives it to the Roster Manager for processing.
- B. If there is still overtime left within a unit after the overtime offer sheet is submitted to the Roster Manager, the said overtime will now be offered to the entire facility.
- C. The Weekly Overtime Volunteer Form (WOVF) will be available to staff on a weekly basis. The Employee must complete this form by placing their name, call back number, seniority number, shifts of overtime and the days of the week the Employee is willing to work.

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- D. If there is still overtime after step C above, the supervisor, on duty at the time of the overtime must then begin the on-site volunteer process.
  - E. This volunteer overtime process does not apply to Reintegration Centers.

**On-Site Volunteers.**

- A. If overtime is required, CYFD will first offer overtime to the Employees who are working and on-duty and at the work site (i.e. actually working and on duty at any unit of the facility; hereafter referred to as "on-site volunteers") who are capable and qualified to perform the necessary tasks.
  - 1. Volunteers will only be considered if they volunteer for an assignment on the next shift for which they are qualified.
  - 2. If more than one post must be filled by overtime, volunteers will be allowed to choose from the vacant available overtime posts beginning with the volunteer having the most Agency Seniority.
  - 3. If an Employee volunteers to work overtime and does not remove their name from the volunteer overtime list within two (2) hours of the beginning of the next shift, they become responsible to work that shift. If they fail to work the shift they volunteered for, they shall be considered to have refused an overtime assignment and may be subject to disciplinary action.
  - 4. If there are more capable and qualified on-site volunteers than are necessary to meet the overtime need, overtime shall be assigned to the on-site volunteer(s) having greater Agency Seniority.
- B. The Officer of the Day (OD) a Supervisor or Manager, will develop a bucket list as early as possible in the shift. Overtime will be announced when it becomes available. Employee will have thirty (30) minutes to volunteer for the overtime from the time it is announced. A volunteer list will be created by control staff. The OD is responsible for assigning the overtime based on Agency Seniority. The OD will announce who received the overtime.
- C. If it appears that the Employee will not be needed to work an overtime shift that they volunteered for, the Employee will be

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notified as soon as possible, and the Employee will be given another opportunity to volunteer if it is later determined that OT is necessary.

**Off-site Volunteers.** Off-site Volunteers will be considered by Agency Seniority for available OT shifts. The off-site Employee is responsible to notify the OD if they are interested in volunteering for OT shift.

**Mandatory Overtime.** If there are insufficient capable and qualified volunteers to meet the overtime need, CYFD may require JCO Employees to work mandatory overtime as follows:

- A. CYFD shall create and maintain a mandatory overtime bucket list of JCO Employees in the order of reverse Agency Seniority and shift. If mandatory overtime is necessary on the next shift, the overtime will be assigned following the mandatory overtime bucket list.
- B. The first several names on the mandatory overtime bucket list shall be announced as soon as possible, but no later than four (4) hours before the end of shift.
- C. Once a JCO has worked any overtime conducting regular duties for four (4) hours or more, the Employee's name shall be placed at the bottom of the mandatory overtime bucket list.
- D. The shift supervisor will notify those who will likely be required to work mandatory overtime as soon as possible after a shift becomes open.
- E. CYFD will not require a JCO to work mandatory overtime on their scheduled, regular "Friday".
- F. If a JCO's name is skipped because the JCO is not present or available that day due to annual leave, sick leave, it is the JCO's "Friday", or for any other reason, upon return to work, the JCO's name shall be placed in the appropriate place on the mandatory overtime bucket list according to their last overtime day worked, as set out herein.
- G. JCO Employees shall not be required to work more than three (3) overtime shifts per work week. In addition, if approved by the Superintendent, JCO Employees may volunteer for one additional overtime shift per work week.

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- H. A JCO Employee may only work two (2) consecutive overtime shifts.

### **Article 3. Protective Services**

#### **Section 1. Protective Service On-Call Criteria.**

- A. Each Protective Services (PS) County Field Office shall maintain an on-call rotation of Employees who are qualified to perform on-call duties.
- B. The assigned on-call Employee will respond to emergency and priority one reports. In addition, the on-call Employee may be assigned to other duties such as courtesy requests, assessment of foster care incident reports, transports, Initial Relative Assessments, and priority two reports only after the county office has exhausted all reasonable efforts to initiate the report timely and during all observed extended holidays. The primary focus of all after hours assignments is to ensure the safety and well-being of children.
- C. The on-call supervisor will make every effort to assign on-call duties within the county. At the discretion of the on-call supervisor, assignments may be made out of the county in order to ensure timely initiation, resolved a conflict of interest, and/or unforeseen circumstances. All foster home investigation will be assigned either as an emergency or a P1. Investigation with allegations of child abuse and neglect involving CYFD Employees will be assigned out of county.
- D. CYFD reserves the right to assign two (2) Employees to on-call in order to address staff-shortages in the region, during potentially high-volume days (like holidays), or to minimize travel for on-call Employees during inclement weather.

#### **Section 2. Out of County On-Call Criteria.**

- A. CYFD will provide a current foster parent list for all counties. The foster parent list contains protected information. The Employee will adhere to all CYFD requirements in order to ensure the security of this information.
- B. The on-call Employee will consult the on-call supervisor and/or County Office Manager (COM) for oversight and direction for all after hours case assignments.

- 
- C. CYFD will provide on-call Employees when conducting an investigation out of the county access to PS offices for purpose of conducting initial interviews.

**Section 3. Children Awaiting Placement.** The parties agree based on CYFD procedures; the following will only apply when a child's placement meets extraordinary circumstances (applicable to CYFD offices, hotel rooms, and/or motel rooms). CYFD will solicit volunteers before mandating overtime to provide supervision for children awaiting placement. When possible, CYFD will assign two (2) Employees to provide supervision.

**Section 4. Stipend Students.** Stipend students will not be placed into Protective Services Senior Worker vacancies without first advertising the vacancy pursuant to this Agreement.

## **Article 4. Juvenile Correctional Officer (JCO) Supervisors**

The terms and conditions of employment for JCO Employees set forth in Article 2 of this Appendix shall also apply to JCO Supervisors, unless specified in this Article 4.

### **Section 1. Bidding Overview.**

- A. The JCO Supervisors will bid year which will be a bid for schedules and post. A list will be provided of all JCO Supervisor Positions at the facility and seniority determined by agency hire date.
- In the event more than one qualified JCO Supervisor has the same hire date and Agency Seniority as another JCO Supervisor, then the JCO Supervisor with more State Seniority will have the greater seniority.
  - In the event Agency Seniority and State Seniority are the same, then the JCO Supervisor with the higher last four digits of their social security number will determine which JCO Supervisor has greater seniority.
- B. If the last four digits of the JCO Supervisors' social security numbers are the same, then the fifth digit will be used and the JCO Supervisor with the higher fifth digit will have

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greater seniority JCO Supervisors will bid prior to the JCO I and JCO II bid.

## **Section 2. Scheduling.**

Due to the requirements of JCO Supervisor duties, including overseeing scheduled staff, covering Officer of the Day (OD) duties, conducting, and participating in facility and unit meetings, and any other duties as assigned by CYFD, the following schedule process will apply:

- A.** JCO Supervisors will be allowed by CYFD to submit a monthly schedule. CYFD has the right to review each secure facility's JCO Supervisor schedules and approve or deny, or may request JCO Supervisors to volunteer to adjust schedules to meet the needs of the facility.
- B.** If no volunteers are willing or available to adjust their schedule to meet the needs of the facility, CYFD may then adjust schedules accordingly to meet the operational needs of the secure facility. However, schedules will not be adjusted to avoid the payment of overtime.
- C.** Overtime: JCO Supervisors may not create schedules that will create overtime
- D.** Voluntary Short Turnaround: JCO Supervisors will be permitted to create schedules that may have short turnaround. If a schedule is created by a JCO Supervisor and approved by CYFD then Short Turnaround Pay will be forfeited, as the schedule was voluntarily created by the JCO Supervisor.
- E.** Non-Voluntary Short Turnaround: if CYFD creates schedules for JCO Supervisors which contain a short turnaround, then the JCO Supervisors will be eligible for Short Turnaround pay.

## **Section 3. Overtime Scheduling for CYFD Facilities.**

### **Volunteer Overtime.**

- A.** Unit Overtime: After unit JCO I and II staff have had the ability to volunteer for overtime within the unit, if overtime is still available then the JCO Supervisor assigned to the unit may volunteer for any remaining overtime before submitting the unit schedule to the Roster Manager.

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- B. **Facility Overtime:** After the Roster Manager has called the JCO Is and JCO IIs for facility weekly available overtime, any remaining overtime may be offered to JCO Supervisors who filled out Weekly Overtime Volunteer Forms (WOVF).

**On-site/Off-site Volunteers.** JCO Supervisors may be allowed to volunteer only after the JCO Is and JCO IIs have thirty (30) minutes to volunteer, and JCO Supervisors shall have thirty (30) minutes to volunteer. The off-site volunteers will follow Article 2 of this Appendix.

**Mandatory Overtime.** JCO Supervisors will have their own daily list herein referred to as a “bucket” and will be based on Agency Seniority and their last overtime worked.

- A. If there is insufficient shift coverage and no volunteers, then CYFD may mandate the JCO Supervisors on shift who are next on the bucket to cover the job duties required of a JCO Supervisor.
- B. If there is insufficient shift coverage after exhausting the JCO I and the JCO II bucket to adequately cover the facility, then CYFD may utilize the JCO Supervisor-bucket based on the same method of the last overtime worked until all shift coverages are met.
- C. If a legitimate, critical and/or unanticipated operational needs arises within the facility, CYFD may consolidate the JCO Supervisor and JCO I and II buckets. Prior to enacting a single bucket (based on last OT worked in reverse seniority), CYFD will notify the Union and provide an opportunity to discuss the need for change. CYFD will strive to keep the utilization of a single bucket to the shortest time necessary. If a need for a single bucket occurs longer than thirty (30) days, CYFD will provide an opportunity to discuss the continued need with the Union. If a need for single bucket occurs longer than sixty (60) days, CYFD will request an extension in writing, which will not be unreasonably denied.
- D. When a single bucket is being utilized the JCO Supervisors will be afforded the rights to voluntary OT pursuant to Article 2 of this Appendix.

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## **APPENDIX 2. CYFD – UNION STEWARD AGREEMENT**

All Field Offices – Two (2) Union Stewards per Field Office.  
Eight (8) Union Stewards at YDDC facility.  
Four (4) Union Stewards at Camino Nuevo facility.  
Five (5) Union Stewards at John Paul Taylor facility.  
Two (2) Union Stewards for each Reintegration Center (3 Centers).

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## APPENDIX 2. CYFD – CLASSIFICATIONS LISTING

<b>Classification (short title)</b>	<b>Classification (long title)</b>	<b>Job Code</b>
ACCTNT & AUDITOR	ACCOUNTANTS AND AUDITORS	C2099
CLERGY	CLERGY	G2011
APS INTAKE WORKER	ADULT PROTECTIVE SERVICES INTAKE WORKER	G3011
CLINICAL PSYCHOLOGIST	CLINICAL PSYCHOLOGIST I	HCPY30
CLINICAL PSYCHOLOGIST	CLINICAL PSYCHOLOGIST II	HCPY35
COM & SOC SVC SPEC	COMMUNITY AND SOCIAL SERVICE SPECIALISTS	G1099
COOK, INST & CAF	COOKS INSTITUTION AND CAFETERIA	N2012
CPS ADOPTION CONSULTANT	CHILD PROTECTIVE SERVICES ADOPTION CONSULTANT	SADC23
CPS INVESTIGATION CASE WKR	CHILD PROTECTIVE SERVICES INVESTIGATION CASE WORKER	SICW23
CPS INVESTIGATION SR CASE WKR	CHILD PROTECTIVE SERVICES INVESTIGATION SENIOR CASE WORKER	SICW23

CPS MEDIATOR	CHILD PROTECTIVE SERVICES FAMILY CENTERED MEDIATOR	SFCM23
CPS PERM PLG CASE WKR	CHILD PROTECTIVE SERVICES PERMANENCY PLANNING WORKER	SPCP20
CPS PERM PLG SR WKR	CHILD PROTECTIVE SERVICES PERMANENCY PLANNING SENIOR WORKER	SPCP23
CPS PLACEMENT CASE WKR	CHILD PROTECTIVE SERVICES PLACEMENT CASE WORKER	SPCW20
CPS PLACEMENT SR CASE WKR	CHILD PROTECTIVE SERVICES PLACEMENT SENIOR CASE WORKER	SPCW23
CPS YOUTH TRANSITION COORD	CHILD PROTECTIVE SERVICES YOUTH TRANSITION COORDINATOR	HDAT11
DENTAL ASST	DENTAL ASSISTANT	HDAT11
DENTAL HYGIENIST	DENTAL HYGIENIST	HDHY20
DIETICIAN	DIETICIAN	HDIE23
DIRECT CARE I	DIRECT CARE I	HDNDC10
DIRECT CARE II	DIRECT CARE II	HDNDC11
ELIG INTRVR, GOV PR	ELIGIBILITY INTERVIEWER AND GOVERNMENT PROGRAMS SERVICES PERMANENCY	R4061

FIN SPEC, AO	FINANCIAL SPECIALIST, ALL OTHER	C2099
HEALTH EDUCATOR	HEALTH EDUCATOR	G1091
IHS PRACTITIONER	IN HOME SERVICES PRACTITIONER	SIHP23
INFO/REC CLRK, AO	INFORMATION AND RECORD CLERKS	R4199
INSTRUCT COORDNTR	INSTRUCTIONAL COORDINATORS	I9031
IT APPLICATION DEVELOPER II	INFORMATION TECHNOLOGY APPLICATION DVELOPER II	IDAD23
IT BUSINESS ANALYST I	INFORMATION TECHNOLOGY BUSINESS ANALYST I	IBBA23
IT BUSINESS ANALYST II	INFORMATION TECHNOLOGY BUSINESS ANALYST II	IBBA26
IT END USER SUPPORT II	INFORMATION TECHNOLOGY END USER SUPPORT II	IEUP15
IT NETWORK ADMINISTRATOR II	INFORMATION TECHNOLOGY NETWORK ADMINISTRATOR II	INEA23
IT SYSTEMS ADMINISTRATOR II	INFORMATION TECHNOLOGY SYSTEMS ADMINISTRATOR II	ISSA23
JCO I	JUVENILE CORRECTIONAL OFFICER I	G10951
JCO II	JUVENILE CORRECTIONAL OFFICER II	G10952

JCO SUPV*	JUVENILE CORRECTIONAL OFFICER SUPERVISOR	G1095S
JUVENILE PROB OFFICER I	JUVENILE PROBATION OFFICER I	G10941
JUVENILE PROB OFFICER II	JUVENILE PROBATION OFFICER II	G10942
MED REC & HLTH INF	MEDICAL RECORDS AND HEALTH INFORMATION TECHNICIANS	K2071
MEDICAL SECTY	MEDICAL SECRETARIES	R6013
MEN HLTH & SUB ABUSE	MENTAL HEALTH AND SUBSTANCE ABUSE	G1023
MGT ANALYST	MANAGEMENT ANALYST	C1111
OCC HLTH & SFTY SP	OCCUPATIONAL HEALTH AND SAFETY SPECIALISTS	K9011
OFFICE & ADMIN SUP	OFFICE AND ADMIN SUPPORT WORKER, ALL OTHER	R9199
OFFICE CLRK, GEN	OFFICE CLERK, GENERAL	R9061
PERS & HOME CARE AIDE	PERSONAL AND HOME CARE AIDES	P9021
RECEPTNST/INFO CLK	RECEPTIONISTS AND INFORMATION CLERKS	R4171
REG NURSE	REGISTERED NURSE	HCRN23
SCI SR WKR	STATEWIDE CENTRAL INTAKE SENIOR WORKER	SCIW23

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SCI WKR	STATEWIDE CENTRAL INTAKE WORKER	SCIW20
SEC,EX LGL/ MED/EXE	SECRETARIES, EXCEPT LEGAL, MEDICAL, AND EXECUTIVE	R6014
SOC & HMN SVC ASST	SOCIAL AND HUMAN SERVICE ASSISTANTS	G1093
SOC/COM SV COORD	SOCIAL AND COMMUNITY SERVICES COORDINATOR	B9151
SOCIAL WORKER, AO	SOCIAL WORKER, ALL OTHER	G1029
TEACHER ASST	TEACHERS ASSISTANTS	I9041
TRAINING & DEV SPEC	TRAINING AND DEVELOPMENT SPECIALIST	C1073

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*\*JCO SUPV - JJS Division secure facilities only, excluding JCO Supervisors working as Fire Safety Sanitation Officer (FSSO) and Classification Officer Supervisor*

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## **APPENDIX 3. DEPARTMENT OF CULTURAL AFFAIRS (DCA)**

**Section 1.** In job related circumstances in which Employees of the New Mexico State Library (NMSL), must engage in overnight travel and pay related expenses out -of-pocket, they will be entitled to timely reimbursement from the State of New Mexico within no more than thirty (30) days of receipt of the reimbursement request by the Administrative Services Division barring extenuating circumstances or delays caused by an outside agency.

**Section 2. State-Sponsored Health Fairs.** NMSL Employees may attend State-sponsored health fairs. NMSL management will accommodate requests for appointments to review benefits.

**Section 3. Professional Development.** NMSL recognizing that professional development can be beneficial for both the Employee and the NMSL, NMSL will update and revise the current Educational Leave and Tuition Reimbursement Policy to include professional development opportunities.

**Section 4. Supplies and Equipment.** NMSL shall supply all equipment necessary for Employees to perform their job duties.

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## **APPENDIX 3. DCA –UNION STEWARD AGREEMENT**

Two (2) Union Stewards within NMSL.

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### APPENDIX 3. DCA CLASSIFICATIONS LISTING

<b>Classification (short title)</b>	<b>Classification (long title)</b>	<b>Job Code</b>
ACCTNT & AUDITOR	ACCOUNTANTS AND AUDITORS	C2011
BUS OPS SPEC	BUSINESS OPERATIONS SPEC	C1199
OCC HLTH & SFTY SP	OCUPATIONAL HEALTH AND SAFETY SPECIALISTS	K9011
LIBRARIAN	LIBRARIANS	I4021
LIBRARY TECH	LIBRARY TECHNICIANS	I4031
OFFICE & ADMIN SUP	OFFICE AND ADMIN SUPPORT WORKER, ALL OTHER	R9199
OFFICE CLRK, GEN	OFFICE CLERK, GENERAL	R9061
PUB REL SPEC	PUBLIC RELATIONS SPECIALIST	J3031
REC INFO CLERK	RECEPTIONIST AND INFORMATION CLERKS	R4171
CONST. & BLDG INSPECTOR	CONSTRUCTION & BUILDING INSPECTOR	T4011
SEC,EX LGL/ MED/EXE	SECRETARIES, EXCEPT LEGAL, MEDICAL, AND EXECUTIVE	R6014
SHIP/REC/TRAFFIC CLRK	SHIPPING, RECEIVING, AND TRAFFIC CLERKS	R5071

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## **APPENDIX 4. DEPARTMENT OF HEALTH (DOH)**

### **Article 1. New Mexico Department of Health (NMDOH)**

**Section 1. Definition of Facilities, Divisions, Neighborhood, and Home.** NMDOH facilities includes the following: New Mexico Behavioral Health Institute (NMBHI), Los Lunas Community Program (LLCP), Fort Bayard Medical Center (FBMC), and the New Mexico State Veterans' Home (NMVH).

**NMBHI Divisions are defined as:**

- Adult Psychiatric (APD)
- Forensic
- Long Term Care
- Center for Adolescent Relationship Exploration (CARE)
- Dietary
- House Keeping
- Warehouse
- Laundry
- Plant
- Community Based Services (CBS)
- Security
- Switchboard

**FBMC Divisions are defined as:**

- Activities
- Dietary
- Finance
- Health Information Management
- Housekeeping
- Laboratory
- Laundry
- Maintenance
- Nursing
  - Neighborhood C
  - Neighborhood D
  - Neighborhood E
- Pharmacy
- Purchasing

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- Safety
  - Security
  - Social Services
  - Staff Development
  - Switchboard
  - Therapy Services

**Los Lunas Community Program Homes are Defined as:**

- Each Home will be named by the physical building on a street in which the Home is located.

**NMVH Divisions are Defined as:**

- Dietary
- Housekeeping
- Nursing
- Recreation
- Maintenance/Grounds
- Warehouse
- Rehabilitative Therapy

**Section 2. Facility, Division, Home, and Neighborhood Seniority Definition.**

- A.** Facility Seniority is defined as continuous length of employment in a job classification within a specific Facility as a full-time Employee without a break in employment.
- B.** Division Seniority is defined as continuous length of employment in a job classification within a specific Division within a specific Facility as a full-time Employee without a break in employment.
- C.** Neighborhood Seniority is defined as continuous length of employment in a job classification in a specific Division as a full-time Employee without a break in employment for purposes of Mandatory Overtime in a specific Neighborhood at FBMC.
- D.** Home Seniority is defined as continuous length of employment in a job classification in a specific Home within LLCP as a full-time Employee without a break in employment.

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## **Article 2. NMBHI**

### **Section 1. Shift Bidding for Vacant Positions.**

- A.** Whenever a vacancy exists, NMBHI shall conduct a shift bid by Job Classification Seniority as defined in Article 11 of this Agreement. In this process, it shall be recognized that NMBHI has a client-related need to maintain a certain degree of consistency. All vacancies shall be posted in each Division with the schedule and/or distributed electronically and shall be posted for at least seven (7) days. NMBHI will maintain a job classification seniority list. Employees who are out on FML or other leaves for more than thirty (30) consecutive days shall not be included in the bid.
- B.** NMBHI shall post a list of vacant positions eligible for bid by Division, job classification, and shift within NMBHI.
- C.** As positions become vacant, NMBHI shall use all submitted/received shift bid forms to identify the qualified Employee with the most Job Classification Seniority as defined in the Seniority Article 11.
- D.** Bids will be kept on record for verification purposes. NMBHI shall make offers to Employees, based on Job Classification Seniority as defined in the Seniority Article 11.

Before accepting a vacant shift bid the Employee shall be contacted directly and told where the vacancy exists and will have seventy-two (72) hours to decide if they will take the shift bid. If the Employee does not respond within seventy-two (72) hours then the Employee has denied the shift bid and it shall go to the next bidder. After the shift bid is accepted by the Employee the facility has fourteen (14) days to transfer the Employee to the new position, unless operational needs require the Employee to remain in their current shift. In the event that an Employee has to remain in their current shift due to operational needs, NMBHI shall notify the Employee. In case of a tie between two or more Employees, the tie shall be broken according to the Seniority Article 11.

- E.** Only 24-7 shift workers will rotate days off.
- F.** NMBHI and the Union recognize the positive patient care and staffing benefits of keeping consistent clinical staffing with

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their patients. If patients are physically moved within a Division, NMBHI will keep clinical Employees with their patients, when possible.

**Section 2. Temporary Reassignment.** NMBHI may temporarily reassign an Employee if there is a care/safety/security/regulatory need to do so. NMBHI shall first solicit qualified volunteers. If more than one (1) qualified Employee volunteers, the Employee with the most Facility Seniority shall be selected. If there are insufficient volunteers, the Employee with the least Facility Seniority shall be reassigned. NMBHI shall provide the Employee with seven (7) calendar day written notice of the temporary reassignment if it is more than forty-eight (48) hours and if the temporary reassignment shall result in a different shift. NMBHI shall only make such reassignments where there is a need to do so for care/safety/security/regulatory reasons. No employee shall be reassigned without cause.

Any Employee filling in any temporary reassignment shall remain in that assignment for up to but not more than forty-five (45) calendar days. If the need for the temporary reassignment exceeds the forty-five (45) calendar days, the temporary reassignment shall be rotated if sufficient, capable, and qualified staff are available.

**Section 3. Voluntary Overtime.**

- A. If overtime is required for the immediately following shift, NMBHI shall first offer the overtime to the Employees who are on duty at the facility that are capable and qualified to perform the necessary tasks. Within the first six (6) hours, the supervisor at each Division shall take the names of any Employee on duty in their Division who volunteers to work overtime for the following shift. The supervisor of each Division shall call the house nurse on duty and give the house nurse the list of volunteers within their Division. Employees shall be allowed to volunteer in any Division for which they are qualified.
- B. On site volunteers for overtime that decide they no longer wish to volunteer for the overtime shift shall remove their name from the volunteer list at least six (6) hours prior to the

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beginning of the next shift. (volunteers for 3:00pm shift must withdraw their name by 9:00am on the same day, volunteers for 11:00pm shift must withdraw their name by 5:00pm on the same day, volunteers for 7:00am shift must withdraw their name by 1:00am on the same day) If an Employee fails to remove their name from the volunteer list and does not report for the overtime shift, they will be considered refusing an overtime assignment and may be subject to disciplinary action.

- C. If there are more capable and qualified on-site volunteers than are necessary to meet the overtime needs, the overtime shall be assigned to the on-site volunteers by facility seniority.
- D. If there are not enough qualified and capable volunteers onsite, NMBHI shall offer overtime to qualified and capable Employees of the facility Division who are off-site and not on duty at the facility. Off-site volunteers shall be utilized as follows:
  - 1. NMBHI shall maintain an off-site volunteer list, which lists all Employees within a Division who would like to be on the off-site volunteer list.
  - 2. Each supervisor shall have a Division off-site list that shall be updated every month and shall give a copy of the list to the house nurse office.
  - 3. The house nurse office shall have a master off-site list comprised of all Division off-site lists. This master list shall be updated monthly.
  - 4. These off-site lists shall be by Facility Seniority.
  - 5. The supervisor or house nurse is required to make one attempt to contact off-site volunteers. If an Employee is not reached the supervisor or house nurse will continue down the list. If the Employee is contacted and accepts the over time, they will report in a timely manner for the overtime shift. If they fail to report in a timely manner for the overtime shift, they may be subject to disciplinary action. If the Employee refuses the overtime shift, the Employee will not be required to report for overtime.
  - 6. The house nurse and supervisor shall document the date, time, and result of all successful and unsuccessful attempts to contact off-site volunteers.

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7. If NMBHI has exhausted all these steps and there is still overtime, Employees who are safety sensitive will be allowed to volunteer for overtime before going to the mandatory overtime lists. These Employees include but are not limited to, safety sensitive recreational therapists and physical therapy aides.
- E. Bargaining unit Employees shall have first choice in overtime selection.

#### **Section 4. Mandatory Overtime.**

- A. The first three (3) names on the mandatory overtime list shall be posted in their respective Divisions within the first three (3) hours of each shift.
- B. Within six (6) hours after the beginning of a shift, NMBHI will make a good faith effort to notify Employees who will likely be required to work mandatory overtime. An Employee must complete four (4) or more hours of overtime (voluntary or mandatory) for their name to be moved to the bottom of the mandatory overtime list.
- C. For Employees on a five (5) day work week, NMBHI will not require the Employee to work mandatory overtime on their last day of scheduled work. If an Employee is skipped for mandatory overtime on their last scheduled day of work, their name shall remain in its position on the mandatory overtime list until they complete four (4) or more hours of overtime (voluntary or mandatory) for their name to be moved to the bottom of the mandatory overtime list.
- D. If NMBHI reconstitutes a float pool that crosses Divisions, the parties shall meet to bargain the float pool procedure.
- E. All mandatory overtime lists shall be initiated by reverse facility seniority within each Division.
- F. Bargaining unit Employees shall not be required to work more than three (3) overtime shifts per work week or more than twenty-four (24) hours of overtime in a work week. No Employee shall work more than sixteen (16) consecutive hours in a workday.

**Section 5. Training Opportunities.** NMBHI shall determine and schedule mandatory training to ensure all Employees have the training necessary to perform their jobs. Employees shall have

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training opportunities that are above and beyond the requirements of NMBHI for their respective job descriptions. All training requests must be either approved or denied in writing.

NMBHI shall allocate 50% of discretionary training monies, if possible, within existing and available resources, to provide training to Employees who wish to attend training to become qualified for a different position. Any Employee who wishes to attend training to qualify for a certain position shall submit a written request to attend such training to NMBHI. If resources are limited, Employees with facility seniority shall be given preference to attend training over Employees with less facility seniority, provided all mandatory training requirements, established by NMBHI, have been met.

Whenever an Employee is moved, they shall be trained in the needs of the patients/clients if applicable.

In the event a training program(s) or schedule(s) is developed, Employees shall be notified by posting the training schedule in each Division. Employees who are interested and who meet the qualifications for such training will be selected in the order of facility seniority.

**Section 6. Vacation Schedules.** Vacation time (forty (40) or more hours of vacation leave) shall be available on a first come-first-serve basis but Employees may not request vacation time more than one (1) year in advance. In the event two (2) or more Employees from the same Division request the same time off on the same day, and not all requests may be approved, the Employee with the greatest Facility Seniority shall have their request approved. For purposes of this Section, requests submitted within the same calendar day shall be considered as submitted at the same time. Employees shall not be denied vacation leave if they will have accrued the hours necessary one pay period prior to the dates requested, unless denied for operational needs. Where vacancies exist, NMBHI will work to ensure Employees are still able to utilize their accrued annual leave as much as possible while still maintaining and meeting the operational needs of NMBHI. Time-off on annual leave is

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recognized by both AFSCME and the NMBHI as vital in ensuring the continued health and wellbeing of NMBHI Employees. NMBHI will not rescind previously approved annual leave requests except in case of a reasonably unanticipated circumstance or emergency and will make every effort to ensure that an Employee's vacation will be honored.

**Working Lunch Schedules.** Both parties agree, unless already established, that there may be a need for a Division, due to operational needs, to be on a working lunch. The parties agree to meet at the ALMC to discuss and provide a recommendation to NMBHI for their consideration.

**Trading Workday(s).** With supervisory approval, NMBHI will allow Employees to trade workday(s) as long as they document it on the appropriate form. When Employees trade day(s), they will then be responsible for the newly assigned workday(s). Such requests shall not be unreasonably denied.

#### **Section 7. Clothing, Shoes, and Boots.**

- A.** NMBHI will provide Employees with the following:
- B.** Direct Care Staff Employees shall receive three (3) scrub tops and three (3) scrub bottoms within in the first fiscal quarter of each year.
- C.** Maintenance Employees shall receive three (3) shirts within in the first fiscal quarter.
- D.** Security Employees shall receive three (3) shirts within in the first fiscal quarter of each year.
- E.** Protective Bathing Footwear: For those Employees exposed to bath water while bathing residents/patients the Employee shall be provided with protective bathing footwear.
- F.** Non-Slip Shoes: For Dietary and Housekeeping Employees NMBHI shall reimburse up to sixty (\$60.00) dollars, contingent upon the Employee presenting a receipt, for one (1) pair of non-slip footwear within in the first fiscal quarter of each year.
- G.** Safety Toe Footwear: For Employees required by law to wear safety toe footwear, the Employee will be reimbursed up to one hundred fifty (\$150.00) dollars, contingent upon the

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Employee presenting a receipt, for one (1) pair of safety toe footwear within in the first fiscal quarter of each year.

- H. NMBHI will replace uniforms or footwear which are damaged in the line of duty.
- I. Any and all safety items required by law and relevant NMBHI safety policy including gait belts, safety belts, safety glasses, protective gloves and protective clothing will be supplied and provided by NMBHI. Employees must have the necessary equipment to do their jobs per OSHA standards for their specific job title. NMBHI will meet with labor and go over the standards to make sure the necessary equipment is provided. Monthly inspections of such equipment and items worn, damaged, or defective will be reported to NMBHI. NMBHI shall assess the equipment and take the appropriate actions to immediately repair or replace such items.

### **Section 8. Pay, Allowances and Classification.**

- A. Any Employee who must be licensed in order to perform their job for NMBHI and who must pay a license fee or who must attend training to maintain said license, shall be paid an educational allowance in the amount of up to one hundred (\$100.00) dollars. This allowance may be applied toward licensure fee or for training at the discretion of the Employee. This amount shall be paid upon receipt of renewal.
- B. Employees shall be paid mileage for using their personally owned vehicle for official state business pursuant to DFA policies, procedures, and regulations when a State vehicle is not available for their use.

## **Article 3. FBMC**

### **Section 1. Shift Bidding for Vacant Positions.**

- A. Whenever a vacancy exists, FBMC shall conduct a shift bid by Job Classification Seniority as defined in Article 11 of this Agreement. In this process, it shall be recognized that FBMC has a client-related need to maintain a certain degree of consistency. All vacancies shall be posted in each Division excluding Nursing. Nursing vacancies will be posted in each Neighborhood. Vacancies shall be posted for at least seven

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(7) days. FBMC will maintain a job classification seniority list. Employees who are out on FML or other leaves for more than thirty (30) consecutive days shall not be included in the bid.

- B.** FBMC shall post a list of vacant positions eligible for bid by Division and/or Neighborhood, job classification, and shift within FBMC.
- C.** As positions become vacant, the FBMC shall use all submitted/received shift bid forms to identify the qualified Employee with the most Job Classification Seniority as defined in the Seniority Article 11.

Bids will be kept on record for verification purposes. FBMC shall make offers to Employees, based on Job Classification Seniority as defined in the Seniority Article 11.

Before accepting a vacant shift bid the Employee shall be contacted directly and told where the vacancy exists and will have seventy-two (72) hours to decide if they will take the shift bid. If the Employee does not respond within seventy-two (72) hours, then the Employee has denied the shift bid and it shall go to the next bidder. After the shift bid is accepted by the Employee the facility has fourteen (14) days to transfer the Employee to the new position, unless operational needs require the Employee to remain in their current shift. In the event that an Employee has to remain in their current shift due to operational needs, FBMC shall notify the Employee. In case of a tie between two (2) or more applicants Employees, the tie shall be broken according to the Seniority Article 11.

- D.** FBMC will maintain rotating patterns of days off to meet operational needs in:
  - Activities
  - Dietary
  - Housekeeping
  - Laundry
  - Nursing (Except Administrative Office Staff and Transportation)

FBMC will maintain set days off in:

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- Finance
  - Health Information Management
  - Laboratory
  - Maintenance
  - Nursing Administrative Office Staff and Transportation
  - Pharmacy
  - Purchasing
  - Safety
  - Security
  - Social Services
  - Staff Development
  - Switchboard
  - Therapy Services

**Section 2. Temporary Reassignment.** FBMC may temporarily reassign an Employee if there is a care/safety/security/regulatory need to do so. FBMC shall first solicit qualified volunteers. If more than one (1) qualified Employee volunteers, the Employee with the most Facility Seniority shall be selected. If there are insufficient volunteers, the Employee with the least Facility Seniority shall be reassigned. FBMC shall provide the Employee with seven (7) calendar day written notice of the temporary reassignment if it is more than seventy-two (72) hours and if the temporary reassignment shall result in a different shift. FBMC shall only make such reassignments where there is a need to do so for care/safety/security/regulatory reasons. No employee shall be reassigned without cause.

Any Employee filling in any temporary reassignment shall remain in that assignment for up to but not more than forty-five (45) calendar days. If the need for the temporary reassignment exceeds the forty-five (45) calendar days, the temporary reassignment shall be rotated if sufficient, capable, and qualified staff are available.

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### **Section 3. Overtime.**

#### **Voluntary Overtime.**

- A.** The Facility shall first offer overtime to Employees within each Division to which they are assigned, and who are qualified to perform the necessary tasks. However, Employees shall be given right of first choice in their neighborhood.
- B.** If more than one (1) qualified Employee volunteers to work overtime, FBMC shall assign overtime based on Division Seniority.
- C.** If there are still overtime positions available within the Division, voluntary overtime will then be awarded to qualified Employees by Agency Seniority. If no volunteers are available, then FBMC will mandate Employees in accordance with the mandatory Section of this Article of Appendix.
- D.** Employees who have worked a voluntary overtime shift, shall move to the bottom of the mandatory overtime list.
- E.** Bargaining unit Employees shall have first choice in overtime selection.

#### **Mandatory Overtime Non-Nursing.**

- A.** If no volunteers are available, then the FBMC will mandate Employees capable and qualified to perform the work based on reverse Division Seniority.
- B.** Mandatory overtime shall be rotated in in a fair and equitable manner.
- C.** Employee shall not be mandated to work more than a total of sixteen (16) hours in a day, three (3) shifts per week or one (1) extra day at the end of their week.
- D.** Employees shall not be required to work more than twenty-four (24) hours of overtime in a week.
- E.** The FBMC shall have the right to require Employees to work overtime consistent with this Section.

#### **Mandatory Overtime Nursing.**

- A.** If no volunteers are available, then FBMC will mandate Employees in the job title, capable and qualified to perform the work based on reverse Neighborhood Seniority first.

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- B. Employees who complete a Neighborhood mandatory overtime shift will be moved down to the bottom of the Division mandatory list.
  - C. Once the Neighborhood Seniority list has been exhausted, FBMC will go through the Division Seniority list second.
  - D. Mandatory overtime shall be rotated in in a fair and equitable manner.
  - E. Employee shall not be mandated to work more than a total of sixteen (16) hours in a day, or three (3) shifts per week or one (1) extra day at the end of their week.
  - F. Employees shall not be required to work more than twenty-four (24) hours of overtime in a week.
  - G. The FBMC shall have the right to require Employees to work overtime consistent with this Section.

**Section 4. Training Opportunities.** FBMC shall determine and schedule mandatory training to ensure all Employees have the training necessary to perform their jobs. Employees shall have training opportunities that are above and beyond the requirements of FBMC for their respective job descriptions. All training requests must be either approved or denied in writing.

FBMC shall allocate 50% of discretionary training monies, if possible within existing and available resources, to provide training to Employees who wish to attend training to become qualified for a different position. Any Employee who wishes to attend training to qualify for a certain position shall submit a written request to attend such training to FBMC. If resources are limited, Employees with Facility Seniority shall be given preference to attend training over Employees with less Facility Seniority, provided all mandatory training requirements, established by FBMC, have been met.

Whenever an Employee is moved to a different Division, they shall be trained in the needs of the patients/clients, if applicable.

In the event a training program(s) or schedule(s) is developed, Employees shall be notified by posting the training schedule. Employees who are interested and who meet the qualifications for such training will be selected in the order of Facility Seniority.

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**Section 5. Vacation Schedules.** Vacation time (forty (40) or more hours of vacation leave) shall be available on a first come – first-serve basis but Employees may not request vacation time more than one (1) year in advance. In the event two (2) or more Employees request the same time off, and not all requests may be approved, the Employee with the greatest Facility Seniority shall have their request approved. For purposes of this Section, requests submitted within the same calendar day shall be considered as submitted at the same time. Employees shall not be denied vacation leave if they will have accrued the hours necessary one pay period prior to the dates requested, unless denied for operational needs. In Divisions and/or Neighborhoods where vacancies exist, FBMC will work to ensure Employees are still able to utilize their accrued annual leave as much as possible while still maintaining and meeting the operational needs of the FBMC. Time-off on annual leave is recognized by both AFSCME and the FBMC as vital in ensuring the continued health and wellbeing of FBMC employees. FBMC will not rescind previously approved annual leave requests except in case of a reasonably unanticipated circumstance or emergency and will make every effort to ensure that an Employee's vacation will be honored.

**Working Lunch Schedules.** Both parties agree, unless already established, that there may be a need for a Division and/or Neighborhood due to operational needs, to be on a working lunch. The parties agree to meet at the ALMC to discuss and provide a recommendation to FBMC for their consideration.

**Trading Workday(s).** With supervisory approval, the Division and/or Neighborhood will allow Employees to trade workday(s) as long as they document it on the appropriate form. When Employees trade day(s), they will then be responsible for the newly assigned workday(s). Such requests shall not be unreasonably denied.

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## **Section 6. Clothing, Shoes, and Boots.**

- A.** FBMC will provide Employees with the following:
- B.** Direct Care Employees shall receive three (3) scrub tops and three (3) scrub bottoms within the first fiscal quarter of each year.
- C.** Maintenance Employees shall receive three (3) shirts, within the first fiscal quarter of each year.
- D.** Security Employees shall receive three (3) shirts within in the first fiscal quarter of each year.
- E.** Protective Bathing Footwear: For those Employees exposed to bath water while bathing residents/patients the Employee shall be provided with protective bathing footwear.
- F.** Non-Slip Shoes: For dietary Employees the FBMC shall reimburse up to sixty (\$60.00) dollars, contingent upon the Employee presenting a receipt, for one (1) pair of non-slip footwear per year.
- G.** Safety Toe Footwear: For Employees required by law to wear safety toe footwear, the Employee will be reimbursed up to one hundred fifty (\$150.00) dollars, contingent upon the Employee presenting a receipt, for one (1) pair of safety toe footwear per year.
- H.** The FBMC will replace uniforms or footwear which are damaged in the line of duty.
- I.** Any and all safety items required by law and relevant to FBMC safety policy including gait belts, safety belts, safety glasses, protective gloves and protective clothing will be supplied and provided by the FBMC. Employees must have the necessary equipment to do their jobs per OSHA standards for their specific job title. FBMC will meet with labor and go over the standards to make sure the necessary equipment is provided. Monthly inspections of such equipment and items worn, damaged, or defected will be reported to the appropriate FMBC manager. FBMC shall assess the equipment and take the appropriate actions to immediately repair or replace such items.

## **Section 7. Pay, Allowances and Classification.**

- A.** Any Employee who must be licensed in order to perform his or her job for the FBMC and who must pay a license fee or who must attend training to maintain said license shall be

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paid an educational allowance in the amount of up to one hundred dollars (\$100.00). This allowance may be applied toward licensure fee or for training at the discretion of the Employee. This amount shall be paid upon receipt of renewal.

- B. Bargaining unit Employees shall be paid mileage for using their personally owned vehicle for official State business pursuant to DFA policies, procedures and regulations when a State vehicle is not available for their use.

## **Article 4. LLCP**

### **Section 1. Shift Bidding for Vacant Positions.**

- A. Whenever a vacancy exists, LLCP shall conduct a shift bid by Job Classification Seniority, as defined in Article 11 of this Agreement. In this process, it shall be recognized that LLCP has a client-related need to maintain a certain degree of consistency. All vacancies shall be posted in each Home with the schedule and/or distributed electronically and shall be posted for at least seven (7) days. LLCP will maintain a Job Classification Seniority list. Employees who are out on FML or other leaves for more than thirty (30) consecutive days shall not be included in the bid.
- B. LLCP shall post a list of vacant positions eligible for bid by Home job classification, and shift within LLCP.
- C. As positions become vacant, LLCP shall use all submitted/received shift bid forms to identify the qualified Employee with the most Job Classification Seniority as defined in the Seniority Article 11.
- D. Bids will be kept on record for verification purposes. LLCP shall make offers to Employees, based on Job Classification Seniority as defined in the Seniority Article 11.
- E. Before accepting a vacant shift bid the Employee shall be contacted directly and told where the vacancy exists and will have seventy-two (72) hours to decide if they will take the shift bid. If the Employee does not respond within seventy-two (72) hours, then the Employee has denied the shift bid and it shall go to the next bidder. After the shift bid is accepted by the Employee, LLCP has fourteen (14) days to transfer the Employee to the new position unless operational

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needs require the Employee to remain in their current shift. In the event that an Employee has to remain in their current shift due to operational needs, LLCP shall notify the Employee. In case of a tie between two or more Employees, the tie shall be broken according to the Seniority Article 11.

- F. At Los Lunas Community Program all shift bids will include pass days. Once an Employee has successfully accepted a shift bid, the pass days will not be changed. The Employer shall have fourteen (14) days to make arrangements to transfer the successful Employee.
- G. If a Home closes or moves, LLCP will try to keep Employees with their residents.

**Section 2. Temporary Reassignment.** LLCP may temporarily reassign an Employee if there is a care/safety/security/regulatory need to do so. If applicable, LLCP shall first solicit qualified volunteers from the Home. If more than one (1) qualified Employee volunteers, the Employee with the most Facility Seniority shall be selected. If there are insufficient volunteers, the Employee with the least Facility Seniority shall be reassigned. LLCP shall provide the Employee with seven (7) calendar day written notice of the temporary reassignment if it is more than forty-eight (48) hours and if the temporary reassignment shall result in a different shift. LLCP shall only make such reassignments where there is a need to do so for care/safety/security/regulatory reasons. No employee shall be reassigned without cause.

Any Employee filling in any temporary reassignment shall remain in that assignment for up to but not more than forty-five (45) calendar days. If the need for the temporary reassignment exceeds the forty-five (45) calendar days, the temporary reassignment shall be rotated if sufficient, capable, and qualified staff are available.

**Section 3. Overtime.**

- A. LLCP shall first offer overtime to Employees within each respective Home to which they are assigned, and who are qualified to perform the necessary tasks.

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- B. If more than one (1) qualified Employee volunteers to work overtime, the supervisor shall assign overtime based on Home Seniority to which they are assigned.
  - C. If there are no volunteers within the specific Home and time allows, the supervisor can seek other volunteers within the facility.
  - D. Schedules are posted per pay period.
  - E. If no volunteers are available, then the supervisor will mandate Employees capable and qualified to perform the work based on reverse Home Seniority.
  - F. The supervisor shall rotate mandatory overtime assignments in a fair and equitable manner.
  - G. The Facility shall have the right to require Employees to work overtime consistent with this Section.
  - H. Bargaining unit Employees shall not be mandated to work more than a total of sixteen (16) hours in a day, three (3) shifts-per week, or one (1) extra day at the end of their week.
  - I. Employees shall not be required to work more than twenty-four (24) hours of overtime in a week.
  - J. Employees who have worked eight (8) hours of voluntary overtime, regardless of seniority, shall move to the bottom of the mandatory overtime list.
  - K. LLCPC shall maintain and update a seniority list for the purposes of complying with this Section. Such list shall be provided to the Union upon request.
  - L. Bargaining unit Employees shall have first choice in overtime selection.

**Section 4. Training Opportunities.** LLCPC shall determine and schedule mandatory training to ensure all Employees have the training necessary to perform their jobs. Employees shall have training opportunities that are above and beyond the requirements of LLCPC for their respective job descriptions. All training requests must be either approved or denied in writing.

LLCPC shall allocate 50% of discretionary training monies, if possible, within existing and available resources, to provide training to Employees who wish to attend training to become qualified for a different position. Any Employee who wishes to attend training to qualify for a certain position shall submit a

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written request to attend such training to LLCP. If resources are limited, Employees with Facility Seniority shall be given preference to attend training over Employees with less Facility Seniority, provided all mandatory training requirements, established by LLCP, have been met.

**Section 5. Vacation Schedules.** Vacation time (forty (40) or more hours of vacation leave) shall be available on a first come – first-serve basis but Employees may not request vacation time more than one (1) year in advance. In the event two (2) or more Employees request the same time off, and not all requests may be approved, the Employee with the greatest Facility Seniority shall have their request approved. For purposes of this Section, requests submitted within the same calendar day shall be considered as submitted at the same time. At LLCP, LLCP shall maintain a log at each individual Employee’s work location. Employees shall not be denied vacation leave if they will have accrued the hours necessary one pay period prior to the dates requested, unless denied for operational needs. Where vacancies exist, LLCP will work to ensure Employees are still able to utilize their accrued annual leave as much as possible while still maintaining and meeting the operational needs of the LLCP. Time-off on annual leave is recognized by both AFSCME and the LLCP as vital in ensuring the continued health and wellbeing of NMDOH employees. LLCP will not rescind previously approved annual leave requests except in case of a reasonably unanticipated circumstance or emergency and will make every effort to ensure that an Employee’s vacation will be honored.

**Working Lunch Schedules.** Both parties agree, unless already established, that there may be need for LLCP, due to operational needs, to be on a working lunch. The parties agree to meet at the ALMC to discuss and provide a recommendation to facility management for their consideration.

**Trading Workday(s).** With supervisory approval in a Home, LLCP will allow Employees to trade workday(s) as long as they document it on the appropriate form. When Employees trade day(s), they will then be responsible for the newly assigned work day(s). Such requests shall not be unreasonably denied.

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**Section 6. Clothing, Shoes, and Boots.** LLCP will provide Employees with the following:

- A. Direct Care Employees shall receive three (3) scrub tops and three (3) scrub bottoms within the first fiscal quarter of each year.
- B. Maintenance Employees shall receive three (3) shirts within the first fiscal quarter of each year.
- C. Security Employees shall receive three (3) shirts within in the first fiscal quarter of each year.
- D. Protective Bathing Footwear: For those Employees exposed to bath water while bathing residents/patients the Employee shall be provided with protective bathing footwear.
- E. Safety Toe Footwear: For Employees required by law to wear safety toe footwear, the Employee will be reimbursed up to one hundred fifty (\$150.00) dollars, contingent upon the Employee presenting a receipt, for one (1) pair of safety toe footwear per year
- F. LLCP will replace uniforms or footwear which are damaged in the line of duty.
- G. Any and all safety items required by law and relevant LLCP safety policy including gait belts, safety belts, safety glasses, protective gloves and protective clothing will be supplied and provided by LLCP. Employees must have the necessary equipment to do their jobs per OSHA standards for their specific job title. LLCP will meet with the Union and go over the standards to make sure the necessary equipment is provided. Monthly inspections of such equipment and items worn, damaged, or defected will be reported to the appropriate LLCP manager. LLCP shall assess the equipment and take the appropriate actions to immediately repair or replace such items.

**Section 7. Pay, Allowances and Classification.**

- A. Any Employee who must be licensed in order to perform his or her job for the LLCP and who must pay a license fee or who must attend training to maintain said license shall be paid an educational allowance in the amount of up to one hundred (\$100.00) dollars. This allowance may be applied toward licensure fee or for training at the discretion of the

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Employee. This amount shall be paid upon receipt of renewal.

- B. Bargaining unit Employees shall be paid mileage for using their personally owned vehicle for official State business pursuant to DFA policies, procedures and regulations when a State vehicle is not available for their use.

## **Article 5. NMVH**

### **Shift Bid.**

#### **Section 1. Shift Bidding for Vacant Positions.**

- A. Whenever a vacancy exists, NMVH shall conduct a shift bid by Job Classification Seniority as defined in Article 11 of this Agreement. In this process, it shall be recognized that NMVH has a client-related need to maintain a certain degree of consistency. All vacancies shall be posted in each Division with the schedule and/or distributed electronically and shall be posted for at least seven (7) days. NMVH will maintain a Job Classification Seniority list. Employees who are out on FML or other leaves for more than thirty (30) consecutive days shall not be included in the bid.
- B. NMVH shall post a list of vacant positions eligible for bid by Division job classification, and shift within NMVH.
- C. As positions become vacant, the HR Office shall use all submitted/received shift bid forms to identify the qualified Employee with the most Job Classification Seniority as defined in the Seniority Article 11.

Bids will be kept on record for verification purposes. NMVH shall make offers to Employees, based on Job Classification Seniority as defined in the Seniority Article 11.

Before accepting a vacant shift bid the Employee shall be contacted directly and told where the vacancy exists and will have seventy-two (72) hours to decide if they will take the shift bid. If the Employee does not respond within seventy-two (72) hours, then the Employee has denied the shift bid and it shall go to the next bidder. After the shift bid is accepted by the Employee the facility has fourteen (14) days to transfer the Employee to the new position, unless

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operational needs require the Employee to remain in their current shift. In the event that an Employee has to remain in their current shift due to operational needs, NMVH shall notify the Employee. In case of a tie between two or more Employees, the tie shall be broken according to the Seniority Article 11.

- E. NMVH will maintain set/scheduled days off for Employees.
- F. NMVH and the Union recognize the positive patient care and staffing benefits of keeping consistent clinical staffing with their patients. If patients are physically moved within a Division, NMVH will keep clinical Employees with their patients, when possible and appropriate.

**Section 2. Temporary Reassignment.** NMVH may temporarily reassign an Employee if there is a care/safety/security/regulatory need to do so. NMVH shall first solicit qualified volunteers. If more than one (1) qualified Employee volunteers, the Employee with the most Facility Seniority shall be selected. If there are insufficient volunteers, the least facility senior qualified Employee shall be reassigned. NMVH shall provide the Employee with seven (7) calendar day written notice of the temporary reassignment if it is more than forty-eight (48) hours and if the temporary reassignment shall result in a different shift. NMVH shall only make such reassignments where there is a need to do so for care/safety/security/regulatory reasons. No employee shall be reassigned without cause.

Any Employee filling in any temporary reassignment shall remain in that assignment for up to but not more than forty-five (45) calendar days. If the need for the temporary reassignment exceeds the forty-five (45) calendar days, the temporary reassignment shall be rotated if sufficient, capable, and qualified staff are available.

**Section 3. Overtime.**

- A. NMVH shall first offer overtime to Employees within each Division to which they are assigned, and who are qualified to perform the necessary tasks.

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- B. If more than one (1) qualified Employee volunteers to work overtime, the Division shall assign overtime based on Division Seniority to which they are assigned.
  - C. If there are no volunteers at the Division level, then NMVH will seek volunteers qualified to perform the necessary tasks from the facility.
  - D. If more than one (1) qualified Employee from the facility volunteers to work overtime, the facility shall assign overtime based on Facility Seniority.
  - E. If no volunteers are available at the Division or the facility, then NMVH will mandate Employees capable and qualified to perform the work based on reverse Division Seniority.
  - F. Mandatory overtime shall be rotated in reverse Division Seniority in a fair and equitable manner.
  - G. NMVH shall have the right to require Employees to work overtime consistent with this Section.
  - H. Employee shall not be mandated to work more than a total of sixteen (16) hours in a day, three (3) shifts per week, or one (1) extra day at the end of their week.
  - I. Employees shall not be required to work more than twenty-four (24) hours of overtime in a week.
  - J. Employees who have worked a voluntary overtime shift shall move to the bottom of the mandatory overtime list.
  - K. NMVH shall maintain and update a seniority list for the purposes of complying with this Section. Such list shall be provided to the Union upon request.
  - L. Bargaining unit Employees shall have first choice in overtime selection.

**Section 4. Training Opportunities.** The NMVH shall determine and schedule mandatory training to ensure all Employees have the training necessary to perform their jobs. Employees shall have training opportunities that are above and beyond the requirements of NMVH for their respective job descriptions. All training requests must be either approved or denied in writing.

NMVH shall allocate 50% of discretionary training monies, if possible within existing and available resources, to provide training to Employees who wish to attend training to become qualified for a different position. Any Employee who wishes to

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attend training to qualify for a certain position shall submit a written request to attend such training to NMVH. If resources are limited, Employees with Facility Seniority shall be given preference to attend training over Employees with less Facility Seniority, provided all mandatory training requirements, established by the NMVH, have been met.

Whenever an Employee is moved to a new unit, they shall be trained in the needs of the patients/clients within that unit if applicable.

In the event a training program(s) or schedule(s) is developed, Employees shall be notified by posting the training schedule. Employees who are interested and who meet the qualifications for such training will be selected in the order of Facility Seniority.

**Section 5. Vacation Schedules.** Vacation time (forty (40) or more hours of vacation leave) shall be available on a first come – first serve basis but Employees may not request vacation time more than one (1) year in advance. In the event two (2) or more Employees request the same time off, and not all requests may be approved, the Employee with the greatest Facility Seniority shall have his/her request approved. For purposes of this Section, requests submitted within the same calendar day shall be considered as submitted at the same time. Employees shall not be denied vacation leave if they will have accrued the hours necessary one pay period prior to the dates requested, unless denied for operational needs. In Divisions where vacancies exist, NMVH will work to ensure Employees are still able to utilize their accrued annual leave as much as possible while still maintaining and meeting the operational needs of the NMVH. Time-off on annual leave is recognized by both AFSCME and NMVH as vital in ensuring the continued health and wellbeing of NMVH employees. NMVH will not rescind previously approved annual leave requests except in case of a reasonably unanticipated circumstance or emergency and will make every effort to ensure that an Employee's vacation will be honored.

**Working Lunch Schedules.** Both parties agree, unless already established, that there may be a need for a Division, due to

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operational needs, to be on a working lunch. The parties agree to meet at ALMC to discuss and provide a recommendation to NMVH for their consideration.

**Trading Workday(s).** With supervisory approval in a Division, NMVH will allow Employees to trade workday(s) as long as they document it on the appropriate form. When Employees trade day(s), they will then be responsible for the newly assigned workday(s). Such requests shall not be unreasonably denied.

#### **Section 6. Clothes, Shoes, and Boots.**

- A.** NMVH will provide Employees with the following:
- B.** Direct Care Employees shall receive three (3) scrub tops and three (3) scrub bottoms within the first fiscal quarter of each year.
- C.** Maintenance Employees shall receive three (3) shirts within the first fiscal quarter of each year.
- D.** Security Employees shall receive three (3) shirts within the first fiscal quarter of each year.
- E.** Protective Bathing Footwear: For those Employees exposed to bath water while bathing residents/patients the Employee shall be provided with protective bathing footwear.
- F.** Non-Slip Shoes: For dietary Employees the NMVH shall reimburse up to sixty (\$60.00) dollars, contingent upon the Employee presenting a receipt, for one (1) pair of non-slip footwear per year.
- G.** Safety Toe Footwear: For Employees required by law to wear safety toe footwear, the Employee will be reimbursed up to one hundred fifty (\$150.00) dollars, contingent upon the Employee presenting a receipt, for one (1) pair of safety toe footwear per year.
- H.** The NMVH will replace uniforms or footwear which are damaged in the line of duty.
- I.** Any and all safety items required by law and relevant to NMVH safety policy including gait belts, safety belts, safety glasses, protective gloves and protective clothing will be supplied and provided by the NMVH. Employees must have the necessary equipment to do their jobs per OSHA standards for their specific job title. NMVH will meet with labor and go over the standards to make sure the necessary

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equipment is provided. Monthly inspections of such equipment and items worn, damaged, or defected will be reported to the appropriate NMVH manager. NMVH shall assess the equipment and take the appropriate actions to immediately repair or replace such items.

**Section 7. Pay, Allowances and Classification.**

- A.** Any Employee who must be licensed in order to perform his or her job for the NMVH and who must pay a license fee or who must attend training to maintain said license shall be paid an educational allowance in the amount of up to one hundred (\$100.00) dollars. This allowance may be applied toward licensure fee or for training at the discretion of the Employee. This amount shall be paid upon receipt of renewal.
- B.** Bargaining unit Employees shall be paid mileage for using their personally owned vehicle for official State business pursuant to DFA policies, procedures and regulations when a State vehicle is not available for their use.

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## **APPENDIX 4. DOH – UNION STEWARD AGREEMENT**

### **NMBHI – UNION STEWARD AGREEMENT**

Twenty-six (26) Union Stewards for entire facility.

### **FBMC – UNION STEWARD AGREEMENT**

Six (6) Union Stewards for entire facility.

### **LLCP – UNION STEWARD AGREEMENT**

Ten (10) Union Stewards for entire facility.

### **NMVH – UNION STEWARD AGREEMENT**

Five (5) Union Stewards for entire facility.

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## **APPENDIX 4. DOH – CLASSIFICATION LISTING**

### **NMBHI**

DOH-LLCP is wall-to-wall; all classifications are covered under the CBA. However, excluded from the bargaining unit and wall-to-wall are: (1) Supervisors (NMSA 1978, Section 10-7E-4 (T)), Management employees (NMSA 1978, Section 10-7E-4 (N)), and Confidential employees (NMSA 1978, Section 10-7E-4 (G)), and (2) positions assigned to classifications already organized by another union, including positions assigned to classifications organized by another union while at another agency and legislatively transferred to DOH-LLCP.

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### **FBMC**

DOH-FBMC is wall-to-wall; all classifications are covered under the CBA. However, excluded from the bargaining unit and wall-to-wall are: (1) Supervisors (NMSA 1978, Section 10-7E-4 (T)), Management employees (NMSA 1978, Section 10-7E-4 (N)), and Confidential employees (NMSA 1978, Section 10-7E-4 (G)), and (2) positions assigned to classifications already organized by another union, including positions assigned to classifications organized by another union while at another agency and legislatively transferred to DOH-FBMC.

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## **LLCP**

DOH-LLCP is wall-to-wall; all classifications are covered under the CBA. However, excluded from the bargaining unit and wall-to-wall are: (1) Supervisors (NMSA 1978, Section 10-7E-4 (T)), Management employees (NMSA 1978, Section 10-7E-4 (N)), and Confidential employees (NMSA 1978, Section 10-7E-4 (G)), and (2) positions assigned to classifications already organized by another union, including positions assigned to classifications organized by another union while at another agency and legislatively transferred to DOH-LLCP.

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## **NMVH**

DOH-NMVH is wall-to-wall; all classifications are covered under the CBA. However, excluded from the bargaining unit and wall-to-wall are: (1) Supervisors (NMSA 1978, Section 10-7E-4 (T)), Management employees (NMSA 1978, Section 10-7E-4 (N)), and Confidential employees (NMSA 1978, Section 10-7E-4 (G)), and (2) positions assigned to classifications already organized by another union, including positions assigned to classifications organized by another union while at another agency and legislatively transferred to DOH-NMVH.

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## **APPENDIX 5. DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT (DHSEM)**

### **Section 1. Health, Safety, and Equipment.**

State Fire Marshal's Office (SFMO) will provide to Employees that require Personnel Protective Equipment must follow OSHA 29 CFR 191.

### **Section 2. State Vehicles**

- A.** All State vehicles utilized by Employees shall have a first aid kit, fire extinguisher, Global Positioning System (GPS), and cell phone vehicle mount in vehicles.
- B.** State vehicles used by SFMO subject to budget availability and DFA approval, Employees will be given an opportunity annually to provide input on the type of State vehicles included in the SFMO fleet.
- C.** The SFMO will ensure that each State vehicle contains procedures in the event a State vehicle needs emergency repairs, including towing the State vehicle to an approved repair center as needed.

### **Section 3. Inspectors and Investigators Training/Allowances**

The SFMO will cover the costs of certification, training, and membership of a professional organization that is required of the Employee to perform their job duties.

SFMO will provide annual training to all Employees that addresses the safety issues related to their position. Related issues may include animal safety, property entrance, and de-escalation techniques.

**State Vehicles.** All State vehicles assigned to SFMO Inspectors and Investigators will be provided the equipment necessary to perform their job duties. To include emergency lights; two-way radio; first aid kit; fire extinguisher; roadside emergency kit; reflective vest labeled with "State Fire"; and mounted flashlight unit.

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**Cameras.** SFMO shall provide digital cameras to Inspectors/Investigators when photographs are required as a function of the job.

Inspectors/Investigators must maintain the camera issued to them in good operating condition. Any Employee who negligently or intentionally damages or loses a camera issued to them may be required to pay for the cost of its repair or replacement.

**Uniforms.** SFMO Employees who are required to be in uniform will be allocated and paid the amount of \$400.00 per calendar year for cleaning and maintenance, distributed in increments in their bi-weekly pay checks.

- A. One (1) pair of steel or composite toe work boots, OSHA approved safety toe work boots, or purchase order to a pre-approved vendor shall be provided for an amount not to exceed \$300.00 towards the purchase of one (1) pair of OSHA approved safety toe footwear annually.
- B. Five (5) work uniforms (navy blue or black) shirt and pants will be issued, as needed. The approved patches will be affixed on each sleeve.
- C. Five (5) t-shirts (navy blue or black) with SFMO logo on the shirt and will be replaced yearly as needed.
- D. Five (5) polo shirts with SFMO logo will be issued to all Employees and will be replaced yearly as needed.
- E. One (1) nylon windbreaker with SFMO logo on the front and "State Fire" on the back will be issued to all Employees and will be replaced when needed.
- F. One (1) winter work jacket/ coat (navy blue or black) with SFMO logo on the front and "New Mexico State Fire Marshal's Office" on the back will be issued and replaced yearly as needed.
- G. One (1) all-season/weather coveralls (navy blue or black) will be issued with SFMO logo on the front and "State Fire" on the back. Approved patches will be sewn on the sleeves; the coveralls will be issued and replaced yearly as needed.
- H. One (1) each white shirt consisting of long sleeve and short sleeve will be issued to each Employee; will be issued and replaced yearly as needed.

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- I. One (1) black belt to be worn with the approved uniform will be issued for each Employee and will be replaced when needed.
  - J. One (1) pair of black dress shoes or boots will be issued to each Employee to be worn as part of the uniform and will be replaced when needed.
  - K. One (1) pair all-season uniform dress pants will be issued to all Employee will be issued and replaced yearly as needed.
  - L. One (1) black tie will be issued to all Employees who wear the dress uniform and will be replaced when needed.
  - M. Two (2) badges will be issued to all Employee also, a belt clip, and wallet for the badges will be issued.
  - N. One (1) nametag will be issued to Employee who is required to wear a dress uniform and as needed,
  - O. One (1) set of collar brass will be issued to each Employee who is required to wear a dress uniform.
  - P. Subject to DFA approval and budget availability one (1) Class A jacket and hat will be issued to staff who have achieved a term of service longer than two (2) years with SFMO.

Employees shall return all SFMO paid uniforms and equipment upon request, for replacement or upon separation.

SFMO will select final uniform color(s) and design with input from each Bureau. SFMO Employees will be given an opportunity to provide input and make comment on uniforms.

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## **APPENDIX 5**

### **DHSEM – UNION STEWARD AGREEMENT**

Two (2) – Union Stewards for SFMO.

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## **APPENDIX 5**

### **DHSEM –CLASSIFICATION LISTING**

FIN SPEC	FINANCIAL SPECIALIST	C2099
OFFICE CLRK, GEN	OFFICE CLERK, GENERAL	R9061
PLANT/SYS OPR, AO	PLANT AND SYSTEMS OPERATOR, ALL OTHER	V8099
SEC,EX LGL/ MED/EXE	SECRETARIES, EXCEPT LEGAL, MEDICAL, AND EXECUTIVE	R6014
STATE FIRE INSPEC	STATE FIRE INSPECTOR	M20211
STATE FIRE INVEST	STATE FIRE INVESTIGATOR	M20212

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## **APPENDIX 6. DEPARTMENT OF WORKFORCE SOLUTIONS (DWS)**

**Section 1.** The parties agree to abide by applicable Federal Regulations describing Wagner-Peyser and Workforce Investment Innovation and Opportunity Act services and the parties will not permit Workforce Innovation and Opportunity Act (WIOA) or other funded service providers to usurp or displace Wagner-Peyser funded service providers contravention of Federal Regulations.

Wagner-Peyser funded employees shall only be supervised staff by classified as State employees and not by contracted staff. In addition, DWS shall make all attempts to bring WIOA services that have been contracted out back under classified service.

**Section 2. Training.** DWS recognizes the professional development can be beneficial for both the Employee and the Employer. Employees will have access to essential training in areas appropriate and pertinent to their jobs within budget constraints. Any training offered under this Section must be approved by DWS management prior to attending and shall not be unreasonably denied. The employee and supervisor will coordinate the scheduling of time.

DWS will provide annual health and safety training for the following: fire drills, escape routes, active shooter training, and OSHA trainings for public works investigators as appropriate and within budget constraints determined by DWS.

### **Section 3. Offices and Equipment.**

- A.** Agency Seniority shall be considered when assigning workspaces.
- B.** Employees shall not be required use their own personal equipment or personal office supplies for work purposes.
- C.** DWS will also reimburse the Employee for all other business-related expenses that are reasonably incurred in accordance with job responsibilities. Such business-related expenses must be pre-approved by DWS.

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- D. DWS shall provide Employees reasonable access to internet service in order to remain current on matters pertaining to the State.
  - E. Office equipment is issued based on organizational need and the Employee's job duties.

**Section 4. Travel Expenses.** DWS will cover reimbursable travel costs for Employees prior to travel when request is made timely and in accordance with the NM State Procurement Code. In job related circumstances in which Employees of DWS must engage in overnight travel and pay related expenses out-of-pocket, they will be entitled to timely reimbursement. The reimbursement of eligible expenses will be processed and issued within two (2) pay periods after the submission of timely, complete, and accurate documentation of eligible expenses submitted to Administration Services Division for processing, barring extenuating circumstances or delays caused by an outside agency. Employees can also request and advancement of expenses in accordance with DWS policy.

**Section 5.** In support of Union Stewards who are employed outside of the Albuquerque metropolitan geographical area, if the Employee requests to attend remotely, DWS will provide an online audio and web conference platform to promote participation of Union Stewards and Union Officials statewide.

**Section 6. Rapid Hire Event.** Rapid Hire Events (RHEs) are essential to ensure the services provided to clients are uninterrupted. RHEs have proven to be a successful strategy when hiring for vacancies, for various departments. Due to the training time required for orientation and start up, rapid hire events increase continuity of services and support existing staff.

DWS will notify the Union when these RHEs will take place ten (10) calendar days in advance. RHEs will occur at the discretion of the Cabinet Secretary and State Personnel Director.

Agency Seniority will be considered when employees are needed or requested to participate on interview panels.

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**Section 7. Employees Who Accrue Overtime and Comp Time from a Specific State/Federal Fund or Contingency**

**State/Federal Emergency Fund.** For FLSA exempt (not eligible for OT accrual) employees: Comp time accrued and billed against a specific state or federal emergency-response appropriation shall be used or paid within two months of accrual date. Accrual date shall be considered the payroll date on which the accrued leave is reflected in the employee's comp time balance.

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**APPENDIX 6. DWS – UNION STEWARD AGREEMENT**

Fourteen (14) Union Stewards for DWS, to be allocated by the Union as needed.

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**APPENDIX 6. DWS – CLASSIFICATION LISTING**

DWS is wall-to-wall; all classifications are covered under the CBA. However, excluded from the bargaining unit and wall-to-wall are: (1) Supervisors (NMSA 1978, Section 10-7E-4 (T)), Management employees (NMSA 1978, Section 10-7E-4 (N)), and Confidential employees (NMSA 1978, Section 10-7E-4 (G)), and (2) positions assigned to classifications already organized by another union, including positions assigned to classifications organized by another union while at another agency and legislatively transferred to DWS.

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## **APPENDIX 7. DIVISION OF VOCATIONAL REHABILITATION (DVR)**

The following are applicable to all positions at the Division of Vocational Rehabilitation (DVR)

### **Section 1. Health and Safety.**

- A.** DVR shall make readily available at all locations, first aid kits that includes gloves.
- B.** DVR will provide a First Aid Kit and Roadside Emergency Kits in each State vehicle used by DVR employees. DVR will maintain and keep first aid kits supplied and Employees will report first aid kit supply needs to their direct supervisor. Items will be replenished as needed.
- C.** There shall be binders inside of each DVR assigned State vehicle, with office and emergency contacts for each DVR location. Emergency contacts will be made available for all Employees electronically, that the individual may print as needed.

### **Section 2. Training Opportunities.**

- A.** DVR shall determine and schedule mandatory training to ensure all Employees have the training necessary to perform their jobs. All the training requests must be requested electronically or in writing and will be approved or denied electronically or in writing.
- B.** DVR will provide annual safety training to Employees, with input from the AHSC.

### **Section 3. Tools and Equipment.**

- A.** DVR agrees to provide and maintain DVR tools and equipment that DVR deems necessary for Employees to perform the essential function of their job duties.
- B.** Employees have a duty to exercise reasonable care in utilizing any equipment issued to them. Any Employee who negligently or intentionally damages or loses any equipment issued to them will be required to pay for the costs of repair or replacement.
- C.** Employees will be assigned a cell phone based off their classification and business need.

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- D.** DVR will provide State issued emergency cell phones for each State vehicle.

**Section 4. Travel Expenses.**

- A.** DVR Employees will follow existing procedures through DFA guidelines and DVR Policy and Procedure to request an advance for travel expenses.
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**APPENDIX 7. DVR – UNION STEWARD AGREEMENT**

DVR will have a total number of fifteen (15) Union Stewards available to be assigned by the Union to appropriate locations.

The Union reserves the right to negotiate the number and location of Union Stewards based on departmental growth, mergers of services or the creation of new services and or units.

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**APPENDIX 7. DVR – CLASSIFICATION LISTING**

<b>Classification (short title)</b>	<b>Classification (long title)</b>	<b>Job Code</b>
ACCTNT & AUDITOR	ACCOUNTANTS AND AUDITORS	C2011
ADM LAW JDG/ ADJCTR	ADMINISTRATIVE LAW JUDGE, ADJUDICATOR, HEARING OFFICERS	H1021
BUS OPS SPEC	BUSINESS OPERATIONS SPECIALIST	C1199
COM & SOC SVC SPEC	COMMUNITY & SOCIAL SERVICES SPECIALIST ALL OTHER	G1099
DVR DISABILITY ADJUDICATOR I	DVR DISABILITY ADJUDICATOR I	G10801
DVR DISABILITY ADJUDICATOR II	DVR DISABILITY ADJUDICATOR II	G10802
DVR DISABILITY ADJUDICATOR III	DVR DISABILITY ADJUDICATOR III	G10803
FIN SPEC, AO	FINANCIAL SPECIALIST, ALL OTHER	C2099
PUSCHASING AGENT	PURCHASING AGENTS, EXCEPT WHOLESALE, RETAIL, AND FARM PRODUCTS	C1023
REHAB COUNSELOR	REHAB COUNSELORS	G1015
SEC, EX LGL/ MED/EXE	SECRETARIES, EXCEPT LEGAL, MEDICAL, & EXECUTIVE	R6014

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## **APPENDIX 8. EARLY CHILDHOOD EDUCATION AND CARE DEPARTMENT (ECECD)**

**Section 1. Caseloads and Workloads.** All ECECD offices shall review caseload and workload distribution in their offices at least on a quarterly basis. Nothing in this Agreement shall preclude offices from reviewing caseload distribution more frequently.

### **Section 2. Health and Safety.**

- A.** ECECD will annually provide on-line training to Employees on protection from infectious diseases.
- B.** ECECD shall inform Employees about pandemics in accordance with guidelines and direction from the Department of Health and the Governor's Office.
- C.** At the ALMC, ECECD and the Union agree to explore ways to educate clients and customers to utilize phone or virtual equipment, rather than in person interviews when they are ill.
- D.** At the ALMC, ECECD and the Union will work to develop a procedure that provides for:
- E.** The covert notification of Employees, and law enforcement officials if appropriate, when a potentially dangerous situation is occurring.
- F.** The protocols for Employees safely exiting and remaining in an ECECD State office building after 5:00 p.m.

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## **APPENDIX 8. ECECD – UNION STEWARD AGREEMENT**

One (1) Union Steward– Santa Fe.

Two (2) Union Stewards– Albuquerque.

One (1) Union Steward– Las Cruces.

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**APPENDIX 8. ECECD – CLASSIFICATION LISTING**

<b>Classification (short title)</b>	<b>Classification (long title)</b>	<b>Job Code</b>
ACCTNT & AUDITOR	ACCOUNTANTS AND AUDITORS	C2011
COM & SOC SVC SPEC	COMMUNITY AND SOCIAL SERVICE SPECIALISTS	G1099
FOOD SERVER, NONRST	FOOD SERVERS NON-RESTAURANT	N3041
ELIG INTRVR,GOV PR	ELIGIBILITY INTERVIEWR, GOVERNMENT PROGRAMS	R4061
FIN SPEC, AO	FINANCIAL SPECIALIST, ALL OTHER	C2099
INSTRUCT COORDNTR	INSTRUCTIONAL COORDINATOR	I9031
INSTRUCT COORDNTR	INSTRUCTIONAL COORDINATOR	I9031
IT APPLICATION DEVELOPER III	IT APPLICATION DEVELOPMENT III	IDAD26
MGT ANALYST	MANAGEMENT ANALYST	C1111
NUTRITIONIST	NUTRITIONIST	HNUT
OFFICE & ADMIN SUP	OFFICE AND ADMINISTRATIVE SUPPORT	R9199
OFFICE CLRK, GEN	OFFICE CLERK GENERAL	R9061
SOC/COM SV COORD	SOCIAL AND COMMUNITY SERVICE COORDINATOR	B9151

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## **APPENDIX 9. HUMAN SERVICES DEPARTMENT (HSD)**

### **Section 1. Caseloads and Workloads.**

- A.** All Child Support Enforcement Division (CSED) and Income Support Division (ISD) offices shall review caseload and workload distribution in their offices at least on a quarterly basis. Nothing in this Agreement shall preclude offices that distribute caseloads more frequently from using current practices.
- B.** When a Child Support Legal Assistant (CSLA) is out on leave for more than three (3) days, HSD will assist in ensuring that the Employee's daily legal mail (e.g. order entries) and customer service emails are completed.
- C.** Employees who work in Customer Service Centers shall be given sufficient down time between each call.
- D.** Reviews completed by the Accuracy Improvement Team shall not serve as the sole basis for performance evaluations or corrective action.

### **Section 2. Health and Safety.**

- A.** HSD will annually provide on-line training to Employees on protection from infectious diseases.
- B.** HSD shall inform Employees about pandemics in accordance with guidelines and direction from the Department of Health and the Governor's Office.
- C.** HSD and the Union agree to explore ways in good faith to educate clients and customers to utilize phone, rather than in person interviews when they are ill.
- D.** HSD agrees to provide for appropriate security in its offices when clients and Employees are on the premises.
- E.** HSD will ensure that all Employees are properly distanced from each other and from clients to minimize the spread of airborne diseases. HSD will also ensure that office interview windows are designed to minimize the transmittal of airborne diseases between the client and Employee.
- F.** HSD will provide an annual in-person active shooter training to include training drills conducted by safety leads.

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### **Section 3. Credit for Work for ISD and CSED.**

- A.** CSED and ISD will implement processes to ensure equal credit for tasks performed by Family Assistance Analysts (FAA) and CSLAs to promote consistency statewide. Task Credit will be adjusted for performance of additional job-related duties.
- B.** The parties acknowledge that CSED is currently in the process of developing the productivity expectations for CSLAs. In the interim, enforcement CSLAs will complete their work through the Case Priority Tool (CPT) until new productivity expectations are established.

### **Income Support.**

**Time for Completing Tasks.** HSD agree on an annual basis to review the time allotted for task completion, to ensure that credit is being given appropriately.

FAAs shall be allotted a sufficient amount of time to complete their tasks. This includes additional consideration for programs such as General Assistance (GA) and IC/Waiver applications.

### **Section 4. Schedule Bidding – ISD and CSED Field Offices.**

- A.** In ISD/CSED field offices that have operational schedules outside of 8:00 a.m. to 5:00 p.m., those schedules shall be done by bidding based on Agency Seniority every six (6) months with the schedules being implemented twenty-one (21) days after the bid.
- B.** Bid rosters will be posted no less than fourteen (14) days prior to bid.
- C.** There will be instances where an Employee's preferred bid is not available.
- D.** Employees on probation and one hundred percent (100%) case review will be excluded from the bid and will remain on the normal 8:00am-5:00pm schedule.
- E.** Employees that are currently out on approved continuous medical leave for less than one (1) month will be contacted by their supervisor. Employees out on continuous leave for more than one (1) month will be assigned to the 8:00am-5:00pm scheduled until the next bid consistent with Agency Seniority.

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- F. Employees that are out on approved annual leave on the day of the bid must provide their supervisor with their first and second schedule preferences in writing prior to their leave or Agency Seniority rights will be waived.
  - G. Employees that call in on the day of the bid must notify management of their first and second schedule preferences or Agency Seniority rights will be waived. The request shall be in writing, whether via email or text.
  - H. Management is responsible for contacting the Employees that are currently out of the office as identified above and note these Employee preferences.

**Section 5. Tools and Equipment.** HSD shall supply all the tools/equipment necessary for Employees to perform their job duties.

**Section 6. Miscellaneous.** Prior to monitoring an active phone call, HSD will notify Employee.

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## **APPENDIX 9. HSD – UNION STEWARD AGREEMENT**

CSED Field Offices:

- Fifty (50) + Employees = Three (3) Union Stewards
- Eleven (11)- forty-nine (49) Employees = Two (2) Union Stewards
- Ten (10) or less Employees = One (1) Union Steward and 1 alternate

ISD Field Offices:

- Fifty (50) + Employees = Three (3) Union Stewards
- Eleven (11)- forty-nine (49) Employees = Two (2) Union Stewards
- Ten (10) or less Employees = One (1) Union Steward and One (1) alternate

Other locations One (1) Union Steward and One (1) alternate per location:

- Rodeo Road
- Siler
- One (1) Plaza La Prensa

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## **APPENDIX 9. HSD – CLASSIFICATION LISTING**

HSD is wall-to-wall; all classifications are covered under the CBA. However, excluded from the bargaining unit and wall-to-wall are: (1) all positions within the Behavioral Health Services Division, (2) Supervisors (NMSA 1978, Section 10-7E-4 (T)), Management employees (NMSA 1978, Section 10-7E-4 (N)), and Confidential employees (NMSA 1978, Section 10-7E-4 (G)), and (3) positions assigned to classifications already organized by another union, including positions assigned to classifications organized by another union while at another agency and legislatively transferred to HSD.

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## **APPENDIX 10. NEW MEXICO CORRECTIONS DEPARTMENT ADULT PRISONS DIVISION (NMCD-APD).**

The following is applicable to positions at correctional facilities of the New Mexico Corrections Department-Adult Prisons Division (NMCD-APD).

The parties have agreed to the NMCD-APD roster of all posts and post packages, by facility, available for selection by bidding and assignment as set out herein (hereafter "roster"). Each post package sets out the assigned post, shift and regular days off (RDOs).

If NMCD-APD needs to alter the agreed to roster (including bid changes), NMCD-APD will submit a proposed revision to the Union and bargain, in good faith, to impasse, the proposed changes. Parties agree that these disputes will not go to impasse arbitration.

**Mandatory Post.** A critical post that is required to meet security standards at the facility and may not be left vacant at any time; except in an emergency. On any day that an officer is assigned to a Mandatory post by virtue of his/her post package, the officer will not be reassigned to work another post or other duties that are not contained in the post orders for that Mandatory post unless there is an emergency, unless the officer agrees, or unless, on an occasional basis, NMCD-APD needs to use the officer's special skills for some other assignment.

**Non-Mandatory I Post.** A post that may be left vacant for part of a shift or that may have alternate coverage for part of a shift. On any day that an officer is assigned to a Non-Mandatory I post by virtue of his/her post package, the officer may be assigned to work another post or other duties that are not contained in the post orders for that Non-Mandatory I post for part of the shift in order to address legitimate operational needs as determined by the NMCD-APD. However, an officer may not be pulled for inappropriate reasons such as to provide favoritism or special treatment to another officer. An officer will not be pulled from a Non-Mandatory I post and replaced by another officer, unless there is an emergency, unless the officer agrees, or unless

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NMCD-APD, on an occasional basis, needs the officer's special skills for some other assignment. However, a Non-Mandatory I post may sometimes be covered for part of a shift in an alternative manner, such as being covered by a supervisor for part of a shift; or an officer assigned to one (1) Non-Mandatory I post may be required to cover two (2) Non-Mandatory I posts for part of a shift.

Before pulling any officer from a rover post, NMCD-APD will utilize all officers in Non-Mandatory II posts, if reasonably available. If NMCD-APD pulls any officer from a rover post, NMCD-APD will realign shift supervision to cover the area to the extent possible.

**Non-Mandatory II Post.** A post that may be left vacant for an entire shift. On any day that an officer is assigned to a Non-Mandatory II post by virtue of his/her post package, the officer may be reassigned to work another post or other duties for the entire shift in order to address legitimate operational needs as determined by NMCD-APD.

All mandatory posts will be filled with no exception unless all other alternatives have been exhausted. Mandatory posts will be filled first with officers assigned to Non-Mandatory II posts. Once Non-Mandatory II posts have been exhausted, shift supervisors will fill any remaining Mandatory posts with officers on overtime (first voluntary, then mandatory). Once the list of officers assigned to the overtime bucket has been exhausted, shift commanders will pull officers from posts classified as Non-Mandatory I and reassign them to Mandatory posts.

Shift commanders will document all steps taken to fill Mandatory posts on the daily roster and adjustment/exceptions sheet. Shift commanders will further document that all Employees assigned to the daily overtime list has been used to cover Mandatory posts on the overtime list. Roster Management will conduct a daily audit to ensure that the steps mentioned above have been completed and report any

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discrepancies to the Statewide Roster Management Coordinator via email on a daily basis.

In special circumstances, if two (2) officers both wish to trade their post assignments for that day, these officers may do so, but only with the approval of the shift supervisor.

**Section 1. Bidding and Selection of Non-Specialty Posts by Lieutenants, Correctional Officers (CO), and Sergeants.** Posts contained in the roster shall be available for bidding and assignment on an Agency Seniority basis as set out immediately below, except for specialty posts. (These posts will be designated as Non-Mandatory II posts.)

Except as otherwise specified, the remainder of the posts contained in the roster (with their post packages) are available for bidding and selection on an Agency Seniority basis as follows.

- A. At least two (2) weeks prior to the bid, NMCD-APD shall post a list, by facility, of all posts/post packages available for bid; along with a list of Employees at the facility, by Agency Seniority. (A tie in Agency Seniority date will be resolved by using the last four digits of the Employees' social security numbers; with the higher number having the greater Agency Seniority).
- B. For Correctional Officers and Sergeants, the entire list of posts (excluding specialty posts) shall be subject to bidding every six (6) months, in December and June (March and September for Lieutenants) of each year. This process will be known as the master post bidding process. Relief Posts and RDO positions shall be bid based on shift and regular days off. If security staff vacancies exist, the Department, working with the Union, will determine the number of positions and which post will be available for bid for each rank and shift to ensure balance at the facility.
- C. Thereafter, the Employee at the facility having the most Agency Seniority shall select the post package they desires, and write their name in the space indicated to select the one post package desired. Said Employee shall be assigned to the post package selected for the six (6) month period, except as otherwise provided herein.

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- D. The Employee at the facility having the second-most Agency Seniority, followed by the Employee at facility having the third-most Agency Seniority, and so on, shall write their name in the space indicated to select the post package their desires from the remaining post packages. Said Employees shall be assigned to post package selected for the six (6) month period, except as otherwise provided herein.
  - E. For Correctional Officers, as to the list posted on December 1, Employees shall complete the bidding process before December 15 (March 15 for Lieutenants); and as to the list posted on June 1, Employees shall complete the bidding process before June 15 (September 15 for Lieutenants). After the bidding process is complete, the new post assignments shall take effect beginning with the first full pay period in January and July respectively (April and October for Lieutenants).
  - F. After the process set out in paragraphs 3 and 4 immediately above is complete, if the process results in an imbalance in shifts at the facility, or if any other circumstances result in an imbalance in shifts at the facility, NMCD-APD may reassign Employees to a post package, beginning with the Employee at facility with the least Agency Seniority, and continuing with the Employees having the next-least Agency Seniority, until the shifts are properly balanced, as determined by NMCD-APD. NMCD-APD will give an Employee seven (7) days written notice of a change in long-term post assignment required by NMCD-APD.
  - G. If at any time there is a long term vacancy (i.e. the Employee assigned to the post is absent for a period in excess of four (4) consecutive weeks) in a post that is not a relief post (i.e. any post not designated as Relief Post on the roster) NMCD-APD may assign an Employee in a relief post (i.e. a post designated as Relief Post on the roster) to fill the long term vacancy in the post that is not a relief post, until the Employee returns. NMCD-APD will give an Employee seven (7) days written notice of a change in long-term post assignment required by NMCD-APD.
  - H. If at any time there is the creation of a new non-specialty post or a permanent vacancy in any non-specialty post, NMCD-APD shall make the post/post package available for

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bidding and selection on an Agency Seniority basis. This process will be known as the interim post bidding process. The interim post bidding process will begin within a period of two (2) weeks from the time that the new non-specialty post is created, or the permanent vacancy is established. NMCD-APD shall announce the availability of interim post/post packages at regular briefings and post the list of available post(s)/post package(s) for a period of one (1) week and will accept bids for a period of one (1) week.

- I. If a temporary work assignment for security staff is to last more than seven (7) calendar days, NMCD-APD shall post a written notice of the assignment and announce the availability of the assignment at briefings. Any officer interested in the temporary work assignment shall submit a letter of interest for the temporary assignment. If two (2) or more officers are equally qualified for a temporary work assignment, then the temporary work assignment shall be given to the officer with the greatest Agency Seniority.
- J. When a TDY post lasts more than forty-five (45) days, the officers working the TDY post will not keep the post he held during the post bid process.

**Bidding and Assignment of Specialty Posts.** The posts designated as specialty posts are available for bidding and assignment by the NMCD-APD as follows.

NMCD-APD may designate any post that requires a specific set of skills as a specialty post but will bargain with the Union before implementing. Current specialty posts shall remain specialty posts unless bargained with the Union. Roster management shall not be a specialty post.

- A. A specialty post that is filled at the time this Agreement becomes effective shall not be subject to bidding. However, if a specialty post becomes vacant after this Agreement becomes effective, the specialty post shall be subject to bidding as set out below. The list of vacant specialty posts shall be subject to bidding and assignment by NMCD-APD every six (6) months, in January and July of each year. This process shall be known as the specialty post bidding process. If a specialty post becomes vacant after this

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Agreement becomes effective, the specialty post may be filled temporarily by NMCD-APD, but that post will be considered vacant and subject to bidding utilizing the specialty post bidding process set out herein.

- B. On or before December 1st and June 1st of each year, NMCD-APD shall post a list, by facility, of all vacant specialty posts/post packages available for bid, along with a list of special qualifications for the specialty posts.
- C. Those Employees who wish to bid for specialty posts shall submit a written application to NMCD-APD by December 15th or June 15th as the case may be. NMCD-APD shall select the Employee who is most qualified to fill the post, as determined by NMCD-APD; but NMCD-APD shall consider Agency Seniority as a factor.
- D. NMCD-APD shall, if possible, within existing and available resources, provide training to Employees who wish to attend training to become qualified for a specialty post. Any Employee who wishes to attend training to qualify for a specialty post shall submit a written request to attend such training to the facility Warden and submit a copy to the facility Training Officer and the facility Roster Management Coordinator. The facility Warden shall consult with the facility Training Officer and facility Roster Management Coordinator, if necessary, and shall submit a written reply to the request. If resources are limited, Employees with Agency Seniority shall be given preference to attend training over Employees with lesser Agency Seniority.

#### **Miscellaneous Provisions Applicable to All Posts/Post Packages.**

- A. NMCD-APD has the right to remove an Employee from his/her post of choice or assigned post, or to assign an Employee to a post not of their choice if there is a substantial need to do so. NMCD-APD will verbally notify the Employee of the reason for such a removal or assignment; and if requested in writing by the Employee, NMCD-APD shall provide the reason in writing to the Employee.
- B. NMCD-APD may refuse to assign an Employee to a post or may remove an Employee from a post if the Employee does

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not meet the written requirements or qualifications for the post, as determined by NMCD-APD.

- C. NMCD-APD 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. NMCD-APD may suspend the provisions of this Agreement in the event of an emergency.
- E. NMCD-APD 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. NMCD-APD 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 posts 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 sixty (60) days will lose his/her bid post.
- G. An Employee on early return to work must be released to full duty within ten (10) days after the post bid in order to be eligible to bid.
- H. The Post, Shift and Regular Day Off (RDO) Selection, Bidding and Assignment process set out above is not applicable to voluntary and mandatory overtime assignments. The rules applicable to overtime assignments are contained in the "Overtime Scheduling" section.
- I. Officers will be provided with periodic situational training that helps the officer become more familiar with their job duties.
- J. Comprehensive maintenance logs will be maintained for all NMCD-APD vehicles to ensure that they are maintained in optimum working order.
- K. Officers shall only work a maximum of sixteen (16) consecutive hours and shall receive at least eight (8) hours of rest between shifts.

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- L. Except for training purposes, Employees shall not be assigned to perform duties for work not covered by the bargaining unit. (Example: Inmate Discipline, Human Resources, Unit Manager, etc.).

**Section 2. Exchange of Days Off.** Two (2) Employees at the same classification level, and working the same shift, who are capable of performing the same duties at the same facility shall be permitted to exchange days off, provided the Employees request permission from their supervisor(s), and Roster Management personnel, using the proper form, at least one (1) week in advance. A supervisor, or Roster Management, may disapprove such an exchange for legitimate operational reasons, which shall be explained to the Employees involved. An exchange of days off will not be requested or allowed if the exchange would result in overtime for either or both Employees. Once the exchange is approved, each officer is required to report for work on the day of the exchange as if this was his/her regular workday. Failure to report for work on the day exchanged may result in disciplinary action. Furthermore, if an Employee calls in sick for an exchanged workday, they shall be required to provide a health care provider's certification. Both officers approved for a day change are deemed to have waived their right not to work mandatory overtime on their "Friday".

**Section 3. Overtime Scheduling for Corrections Department**

**Security Posts.** For Institutions working eight (8) and twelve (12) Hour Shifts on-site volunteers will be called in this order:

1. COs and CO Sergeants, and CO Lieutenants
2. CO Specialists
3. Certified Support Staff (Non-Security Positions, who have completed a NMCD Academy or an NMCD Certified by Waiver course)

At all facilities the first several names on mandatory overtime bucket list shall be announced within the first three (3) hours of each shift.

If overtime is required at an eight (8) hour facility, NMCD-APD shall first offer overtime to the Employees who are working and

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on-duty and at the work site (i.e. actually working and on duty at any unit of the facility; hereafter referred to as "on-site volunteers")(on-site volunteers does not include Captains or other Management who are not covered by this Agreement) who are capable and qualified to perform the necessary tasks.

The shift supervisor at each unit/facility shall during the first six (6) hours of each shift, at an eight (8) hour institution and ten (10) hours of each shift at a twelve (12) hour institution, take the names of any officers on duty at their unit/facility who wish to volunteer to work overtime during the next shift.

At facilities with more than one (1) unit, the shift supervisor shall transmit the list of volunteers to the single person designated by the Warden to complete the list of volunteers for the entire facility for the next shift. One hour before the overtime is handed out the shift supervisor will post an updated overtime list showing the list of volunteers and updated posts.

#### **On-site Volunteers.**

- A.** Volunteers will only be considered if they volunteer for an assignment on the next shift for which they are qualified. CO Sergeants and CO Lieutenants will be allowed to fill CO1 posts and ordinarily, CO1s will be allowed to fill CO Sergeants, unless the Warden determines that a particular post cannot be filled by a CO1. If more than one post must be filled by overtime, volunteers will be allowed to choose from the vacant available overtime posts beginning with the volunteer having the most Agency Seniority.
- B.** On-site volunteers who volunteer for overtime and then decide they no longer wish to volunteer must remove their name from the volunteer overtime list within six (6) hours of the beginning of the shift for an eight (8) hour institution and ten (10) hours of each shift at a twelve (12) hour institution.

Employees who volunteer to work overtime and who do not remove their name from the volunteer overtime list within six (6) hours of the beginning of the shift shall be considered refusing an overtime assignment if they fail to report for the overtime assignment, may be subject to disciplinary action.

- C.** If there are more capable and qualified on-site volunteers than are necessary to meet the overtime need, overtime shall

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be assigned to the on-site volunteer(s) having greater Agency Seniority.

- D. The person designated to complete the list of volunteers for the entire facility shall within six (6) hours of the beginning of the shift notify those who volunteered whether it appears at that time that the Employee(s) will be working overtime. If it appears at the time that the Employee will be working overtime, the Employee will be so notified. If it appears at the time that the Employee will not be working overtime, the Employee will be so notified and will be given the opportunity to volunteer for overtime that is later determined to be necessary before overtime is offered to off-site volunteers. Again, if there are more capable and qualified on-site volunteers than are necessary to meet the overtime need, overtime shall be assigned to the volunteer(s) having greater Agency Seniority.
- E. If overtime is required for a twelve-hour (12) post, and the post is not filled by two (2) hours before the start of the shift, NMCD-APD shall call for on-site volunteers. On-site volunteers shall be assigned by order of Agency Seniority, with the on-site volunteer with the greatest Agency Seniority having the first choice of available posts that they are qualified for.

#### **Off-site Volunteers.**

- A. If there are not enough capable and qualified on-site volunteers to perform the necessary overtime, NMCD-APD shall offer overtime to capable and qualified Employees of the facility who volunteer and who are not working and on duty on the shift preceding the shift that requires overtime (hereafter referred to as off-site volunteers"). Off-site volunteers shall be utilized as follows:
- B. Each facility of NMCD-APD will maintain an off-site volunteer list, which lists all C.O. Lieutenants, C.O. Sergeants and C.O.1s at the facility by greatest to least Agency Seniority.
- C. Before the beginning of every work week, and continuing until eight (8) hours before the shift for which an officer wishes to volunteer, any officer who wishes to volunteer to work overtime during the upcoming work week will be responsible for legibly writing next to their name on the list

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the days/dates and the shifts/times that the officer is willing to volunteer to perform overtime, as well as a telephone number where the officer can be contacted.

- D. If it is determined that there are insufficient on-site volunteers to perform the necessary overtime on the next shift, at eight (8) hour institutions, NMCD-APD shall, between approximately six (6) hours after the beginning of the shift through seven (7) hours after the shift begins, make one telephone call to the telephone number left by the officer(s) listed on the off-site volunteer list, in the order of greatest to least Agency Seniority, who indicated a desire to work on that day and for the necessary shift/time. If NMCD-APD is able to immediately contact the officer by this one telephone call, NMCD-APD shall offer the officer the necessary overtime. If the officer accepts the offer, the officer shall timely report for duty and failure to do so may be grounds for disciplinary action. If the officer refuses the offer, the officer shall not be required to report for duty.
- E. If NMCD-APD is unable to immediately contact the officer because the line is busy, or there is no answer, or the phone is answered by an answering machine or someone answers and offers to take a message, or for any other reason, NMCD-APD may consider the officer unavailable to volunteer for that day. NMCD-APD need not call that officer again that day and NMCD-APD need not consider any attempt thereafter that day by the officer to contact the institution and volunteer for overtime; but NMCD-APD may do so in its sole and complete discretion.
- F. If NMCD-APD is unable to immediately contact the officer and obtain the necessary off-site volunteers, NMCD-APD shall continue down the list until sufficient off-site volunteers are obtained.
- G. NMCD-APD shall document the dates, times, and results of all successful and unsuccessful attempts to contact and obtain off-site volunteers.
- H. If overtime is required at a twelve (12) hour institution, NMCD-APD shall first offer overtime to off-site volunteers who are capable and qualified to perform the necessary tasks. NMCD-APD shall begin calling for off-site volunteers as soon as it becomes apparent that overtime will be

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needed. NMCD-APD shall keep calling for off-site volunteers until all posts are filled, even if the posts are partially filled by an on-site volunteer, or mandatory overtime, officer.

- I. NMCD-APD may give preference to those off-site volunteers who are willing to work the entire shift or the entire period of time necessary over those who are not.
- J. If at the beginning of the shift, it appears that an officer is AWOL or tardy, and it is unclear whether that officer will report to duty, NMCD-APD shall offer any necessary overtime to officer(s) who placed their name on the on-site volunteer list who has not yet been offered overtime. If there are insufficient on-site volunteers who have placed their name on the on-site volunteer list to cover any necessary overtime, NMCD-APD shall offer any necessary overtime to any other on-site volunteers (who have not put their name on the on-site volunteer list).
- K. If there are an insufficient number of on-site volunteers NMCD-APD shall assign mandatory overtime to the person at the top of the mandatory overtime bucket list.
- L. Additionally, during the first one (1) hour of the shift requiring overtime, NMCD-APD shall call any officers who put their name on the off-site volunteer, who have not already been called and offer them the overtime post filled by the mandatory overtime officer. If the off-site volunteer accepts the offer, the mandatory overtime officer shall be relieved of duty when the off-site volunteer reports for duty.
- M. Members of Management will not be selected for overtime in bargaining unit positions or to perform bargaining unit work until all qualified on-site and off-site volunteer Employees have been offered the overtime work.

**Institutions on 8-Hour Shifts.** For purposes of volunteering for overtime, an officer shall normally be allowed to volunteer for as many as four (4) but no more than four (4) overtime assignments in a work week; and no more than thirty-two (32) hours in a work week; and no more than sixteen (16) consecutive hours of duty on any day. Additionally, an officer will not be allowed to volunteer for overtime on both of the officer's Regular Days Off (RDOs) in any one work week but will be allowed to volunteer for overtime on one of the two of the officer's RDOs in

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any one work week. NMCD-APD will not require any officer to work more than twenty-four (24) hours of mandatory overtime in a work week.

**Institutions on 12-Hour Shifts.** For purposes of volunteering for overtime, an officer shall normally be allowed to volunteer for as many as four (4) but no more than four (4) overtime assignments in a work week; and no more than sixteen (16) hours in a work week; and no more than sixteen (16) consecutive hours of duty on any day. Additionally, an officer will not be allowed to volunteer for overtime on more than three (3) of the officer's Regular Days Off (RDOs) in any work week in which the Employee has four (4) RDOs; and will not be allowed to volunteer for overtime on more than two (2) of the officer's RDOs in any work week in which the Employee has three (3) RDOs.

For Institutions working eight (8) and twelve (12) Hour Shifts Off site volunteers will be called in this order: Offsite volunteers will be called in this order:

1. COs and CO Sergeants, and CO Lieutenants
2. CO Specialists
3. Certified Support Staff (Non-Security Positions, who have completed a NMCD Academy or an NMCD Certified by Waiver course)

**Section 5. Mandatory Overtime.** If there are insufficient capable and qualified on-site and off-site volunteers to meet the overtime need, NMCD-APD may require officers to work mandatory overtime as follows:

- A. By the first pay period in January and July, NMCD-APD shall create a mandatory overtime list of officers (both COs, CO Sergeants, CO Lieutenants) in the order of reverse Agency Seniority by facility (not unit), and by shift.

If mandatory overtime is necessary on the next shift, the overtime will be assigned to the officer(s). Who has the longest period of time since they last worked mandatory overtime for any period of time or voluntary overtime for two (2) hours or more.

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This list shall be known as the “mandatory overtime bucket list”.

CO Sergeants and CO Lieutenants will be allowed to fill C.O.1 posts and ordinarily, C.O.1s will be allowed to fill C. O. Sergeant posts, unless the Warden determines that a particular post cannot be filled by a C.O.1. If a mandatory CO Lieutenant post is vacant and needs to be filled, it may only be filled by a Lieutenant.

Once that officer has worked a mandatory overtime for any period of time, or voluntary overtime for two (2) hours or more, the officer's name shall be placed at the bottom of the mandatory overtime bucket list.

- B.** Within seven (7) hours at eight (8) hour institutions, or eleven (11) hours at twelve (12) hour institutions, after the beginning of the shift, the shift supervisor will make a good faith effort to notify those who will likely be required to work mandatory overtime of this fact.
- C.** Ordinarily, an officer's “Friday” is the last day of the five (5) consecutive workdays in that officer's normal work schedule. In the event that an officer is granted annual leave, or compensatory time off, in advance, for what would ordinarily be that officer's final day(s) of the five (5) consecutive or workdays in that officer's normal work schedule, the officer's “Friday” shall be the last day, of their normal consecutive workdays, that the officer works.
- D.** Except for Employees who normally work a twelve (12) hour shift, NMCD-APD will not require an officer to work mandatory overtime on their “Fridays”. For those Employees who normally work a twelve (12) hour shift, they shall remain subject to mandatory overtime using the normal mandatory overtime bucket list.
- E.** If an officer's name is skipped because the officer is not present or available that day due to annual leave, sick leave, etc., it is the officer's “Friday”, or for any other reason, upon return to work the officer's name shall be placed in the appropriate place on the mandatory overtime bucket list according to their last overtime day worked, as set out herein.

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- F.** If NMCD-APD is unable to fill a twelve (12) hour overtime post with an off-site volunteer, or partially fill it with an on-site volunteer, NMCD-APD will assign four (4) hours of mandatory overtime to the person(s) whose name is at the top of the mandatory overtime bucket list.
  - G.** Due to the requirements and nature of the duties of the Reception and Diagnostic Center's transport team, the officers on the transport team will not be placed on the mandatory overtime list; but will be required to work overtime necessary to fulfill transport duties.
  - H.** An officer who is relieved late by one (1) hour or more shall be considered a mandatory overtime.
  - I.** The "administrative/irregular" shift officer must either volunteer or be assigned the mandatory overtime before the start of the overtime shift. If an officer that works an "administrative/irregular" shift is unable to start at the normal shift starting time, then an on-site volunteer or mandatory overtime officer may be required to fill the portion of the shift until the officer who worked the "administrative/irregular" shift is able to start the overtime shift.
  - J.** If an officer is required to work mandatory overtime until an "administrative/irregular" shift officer relieves them, the time between the end of their shift and the start of the partial overtime shift shall be compensated.
  - K.** If a graveyard officer volunteers to work overtime on the "administrative/irregular" shift, the time between the end of their shift and the start of the overtime shift shall not be compensated.
  - L.** For purposes of both mandatory and voluntary overtime, those officers assigned to the "administrative/irregular" shift will be included on the overtime bucket with the day shift officers.
  - M.** If a determination is made by appropriate supervisory personnel that the "administrative/irregular" post can be shut down at 2:00 PM, the above procedures apply. However, if the admin/irregular post cannot be shut down at 2:00 PM, then the admin/irregular officer will assume the OT post at the end of their normal shift and the partial overtime

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assignment will be covered by an officer from the day shift using the overtime bucket system.

- N. Lieutenants will be included in the Overtime Bucket and subject to mandatory Overtime unless Supervisory duties arise (i.e. Situation Incident Reports (SIR)). If a Lieutenant is required to work mandatory OT to perform such duties they will be taken off the overtime bucket list.
- O. Mandatory overtime will be paid in cash or comp time at the Employee's election on a weekly basis, unless the Employee is informed by the Agency that the mandatory overtime assignment will be for comp time only. When only comp time is available for a mandatory overtime assignment, the Employee may refuse the mandatory overtime assignment without penalty. When cash payment is available for a mandatory overtime assignment, an Employee may not refuse the mandatory overtime assignment, even if the Employee elects to be paid in comp time.

**Lieutenant Overtime Bucket.** NMCD Lieutenants will not be included in the same "Mandatory Overtime Bucket" as Correctional Officers and Sergeants. Instead, Lieutenants will be subject to a separate "Mandatory Overtime Bucket" consisting of Lieutenants only. Lieutenants, however, will be subject to work Correctional Officer and Sergeant Posts only if the Correctional Officer and Sergeants Bucket has been exhausted.

Lieutenants will then be subject to Mandatory Overtime of Correctional Officer and Sergeant posts utilizing the Lieutenants Mandatory Bucket sorted by Agency Seniority and Last Day Worked. This will not affect Volunteer Overtime which will continue to be assigned by Agency Seniority.

#### **Section 6. Miscellaneous.**

- A. NMCD-APD will make the volunteer and mandatory overtime list and daily roster available for inspection by Correctional Officers upon request with reasonable advance notice.
- B. When an officer works voluntary overtime for two (2) hours or more, the officer's name shall be moved to the bottom of the mandatory overtime bucket list.

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- C. When an officer is assigned mandatory overtime for any period of time, the officer's name shall be moved to the bottom of the mandatory overtime bucket list. An officer will not be considered assigned mandatory overtime if the officer is notified by the end of their normal shift that they will not be required to work overtime.
  - D. C.O. Specialists who are qualified (by virtue of having attended NMCD-APD Academy) and capable shall be allowed to volunteer for overtime to fill posts designated by NMCD-APD as C.O.1 posts, but shall not be allowed to volunteer for posts designated by NMCD-APD as C.O. Sergeant posts. When a C.O. Specialist volunteers for overtime they will be placed on the volunteer list in order by their Agency Seniority along with all other correctional officer volunteers. Qualified and capable C.O. Specialists who volunteer for C.O.1 posts will not be utilized until after all capable and qualified C. O. 1s and C.O. Sergeants who volunteer for overtime are utilized. C.O. Specialists who are qualified and capable may be subject to mandatory overtime to fill posts designated by NMCD-APD as C.O.1 posts if all other options have been exhausted.
  - E. If an officer is scheduled to, or in fact, works four (4) or more hours of overtime NMCD-APD shall provide a meal and will provide a break as follows:

If fifty percent (50%) or less of the posts, not including Non-Mandatory II posts, on a given shift are filled by officers working overtime, the break will be thirty (30) minutes away from post. If more than fifty percent (50%) of the posts, not including Non-Mandatory II posts, on a given shift are filled by officers working overtime, the break will be fifteen (15) minutes away from post. For the purposes of determining if fifty percent (50%) of the posts, not including Non-Mandatory II posts, are filled by officers working overtime, fractions of one half ( $\frac{1}{2}$ ) or higher shall be rounded up.

- F. Officers on the day shift, swing shift or graveyard shift may not volunteer for overtime on the administrative shift so as to "bump" officers on the administrative shift if the officer is not qualified or if it is not feasible to allow such "bumping" or if it would be inefficient to utilize such other officers.

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- G. If an officer was granted any type of leave but does not ultimately require the use of that leave and reports to work, NMCD-APD may withdraw any mandatory or voluntary overtime assignments to the officer who was assigned overtime to replace the officer who no longer requires leave.
  - H. Officers that voluntarily agree to flex their schedule in order to forego some, or all, of their overtime will not be credited for having worked overtime. "Voluntarily agree" means agreement between NMCD-APD and the Employee to flex their schedule prior to the extra hours ("overtime") being worked.
  - I. Officers who were hired before July 1, 2013, who have met 20 years 10 months of uninterrupted service or officers who were hired on or after July 1, 2013, who have 25 years of uninterrupted service with NMCD-APD shall not be placed on the mandatory overtime bucket. These officers will be allowed to volunteer for overtime using their Agency Seniority (With discretion at each facility, that will allow this request based off of staffing).
  - J. Prior to working overtime, Certified Support Staff must complete a forty (40) hour in service refresher course consistent with current practices.
  - K. Current Employees that have successfully completed the academy or the NMCD Certified by Waiver course but transferred to a non-custody post and have no break in department service may return to the line, as long as they take the 40-hour in service refresher course, a position is available, and have a qualified medical professional certify that the Employee meets the Defined Physical Requirements of the Job. If they meet minimum qualifications and current department standards and there are positions available.
  - L. Current NMCD Employees that have successfully graduated from the NMCD Academy or NMCD Certified by Waiver course, who do not have a break in service and can provide proof of current Correctional Officer Certification shall not be required to certify with a firearm in order to work an overtime post that does not require the use of a firearm.

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**Section 7. Correctional Officer Specialists.** Specialist K9 Officers, who are required to take their dog home, shall submit their hourly time for grooming, feeding, and walking the dog at home not to exceed one (1) hour per day.

All FSSO Specialists shall attend at least three (3) OSHA certified trainings to include the T for T OSHA training and refresher courses as needed. NMCD and the AFSCME shall work together to determine which trainings are the best and will benefit the facilities the most.

All FSSO Specialists shall attend the T for T the OSHA training, to allow them to train at the facilities.

**Section 8. Classification Officers - Prob Off & Corr Trmt -O.** NMCD-APD will request for a study through SPO to determine the appropriateness of the Probation Officer & Corr Trmt classification.

Classification Officers, with two or more years of Job Classification Seniority will bid by Agency Seniority for their caseload/post. NMCD-APD will consult with AFSCME before the NMCD-APD determines which positions will be available for bid to ensure balance at the facility. This bid process will begin January 15, 2022 and shall continue every two (2) years after, taking place on the Monday closest to the 15<sup>th</sup> of January.

Classification Officers shall assume the duties of their new posts on the 1<sup>st</sup> Monday following the bid. Classification Officers with less than two (2) years of Job Classification Seniority will be assigned as appropriate to ensure their continued growth and training as a classification officer.

If the caseload/post bid process results in a change of caseloads, it shall be the responsibility of the classification officer to conduct a full and complete file audit on every inmate in the new caseload. Records audits will include all requirements listed in the records policy. Particular attention will be paid to the accuracy of the goodtime application and calculations.

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Within the first six (6) months of being hired to Classification Officer (does not affect those promoted within the pay band), each Classification Officer shall attend 40 hours of Training. This training is in addition to the annual training for Classification Officers and in addition to the forty (40) hour block of annual training at the facilities.

Classification Officers will receive yearly training in one continuous week, this training will include at a minimum, but not limited to: OMS procedures and processes, any updates to Classification Officer duties, any new laws that have been implemented and affect Good Time, Release Plans, reading J&S's, any new forms or paperwork being used, and any change within the computer system being used or implemented. This training shall be conducted in no more than two (2) groups/sessions annually, as to allow the maximum number of Classification Officers to receive the same training and improve consistency throughout NMCD-APD, in regard to Classification Officers work. This shall be in addition to the forty (40) hour block of annual training offered at each facility.

NMCD-APD Management will review caseloads that exceed a full capacity unit, and those classification officers may request appropriate overtime by the Warden.

Any Caseload/Post that is left vacant after the bid process or becomes vacant in between the bid years or any other circumstances result in an imbalance, NMCD-APD may reassign Employees as necessary.

**Section 9. Behavioral Health Providers.** Behavioral health therapist salaries will be based on a mixture of degree, years in the field, and years at present assigned employment.

**Section 10. Annual Leave.** All leave decision shall be approved by roster management.

**Section 11. Compensation.**

- A. Employees who work between the hours of 1800 and 0600 will be paid the dusk til dawn shift differential.

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- B. If an Employee did not volunteer and is required to work at a location other than the Employee's regular worksite the Employee will be provided with transportation. If transportation is not available NMCD-APD will compensate the Employee at the current mileage rate for using their personal vehicle. (Example: Training, hospital duty, CERT, etc.)
  - C. Anytime compensatory time is awarded to Employees that has a use by date other than voting, (example: 4 hours for holidays, time for voting, etc.) and the Employee is not able to take the leave due to facility needs the Employee will be awarded these hours on their paycheck the pay period following the date of expiration to use the leave.

**Section 12. Pay.** All bargaining unit Employees employed by the NMCD-APD will be compensated fairly by best practice of equal pay for equal work.

When NMCD-APD calculates pay for the Lieutenants it will be compared to the hourly wages of Lieutenants currently employed by the NMCD-APD. The NMCD-APD must not factor in Temporary Recruitment Differential (TREC) (Santa Fe Only) into the hourly rate.

**Section 13. Provision of Information.**

- A. NMCD-APD and each facility shall provide the Union with a copy of all memorandums that are read in briefings.
- B. NMCD-APD shall allow a Union observer to be present at Supervisory Security Meetings. NMCD-APD reserves the right to enter closed sessions when discussing personnel or other confidential matters.
- C. Upon conclusion of an Office of Professional Standards (OPS) investigation if the findings are not substantiated NMCD-APD will notify the Employee in writing that no misconduct was found.

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#### **Section 14. Health and Safety.**

- A.** NMCD-APD shall issue correctional officers badges, handcuffs with keys, handheld radios and an individually fitted protective vest. An officer issued such a vest is required to wear the vest while on duty.
- B.** NMCD-APD shall make readily available at designated locations, gas masks and protective CPR equipment (“ambi bags”).
- C.** Employees have a duty to exercise reasonable care in utilizing any equipment issued to them. Any Employee who negligently or intentionally damages or loses any equipment issued to them may be required to pay for the costs of repair or replacement. However, NMCD-APD recognizes that equipment may become lost, broken or inoperable due to ordinary wear and tear or through no fault of the Employee. If equipment is lost or becomes broken or inoperable due to ordinary wear and tear or through no fault of the Employee NMCD-APD agrees to replace such equipment.
- D.** In addition to the forty (40) hours of administrative leave contained in the Master Agreement (Article 34 Health and Safety, Section 6, Hostage Taking and Battery), NMCD-APD will extend the following for those Employees taken hostage by inmates to recover from the immediate impact of any physical/psychological harm caused by the action or who have suffered an aggravated battery by inmates.
  - 1.** NMCD-APD will grant administrative leave for Employees’ portion of leave during the first four (4) weeks that the Employee begins receiving workers’ compensation benefits. That is, when the injured Employee is receiving weekly pay under the Workers’ Compensation Act, the Act normally requires NMCD-APD to pay for twenty-six and one half (26.5) hours per week while the Employee uses their sick leave, annual leave or leave without pay to cover the other thirteen and one half (13.5) hours per week.
  - 2.** NMCD-APD will authorize administrative leave, in accordance with SPB Rules, for thirteen and one half (13.5) hours per week for the first four (4) weeks, so that the injured Employee would not have to use annual leave, sick leave or leave without pay during this time

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period, up to a maximum of fifty-four (54) hours of paid administrative leave. The State Personnel Director would have the discretion to approve or disapprove these fifty-four (54) hours of pay for each injured Employee on a case-by-case basis.

- E. Aggravated Battery generally consists of the unlawful touching or application of force to the person of another with the intent to injure that person or another. More specifically, aggravated battery of a correctional Employee by an inmate is defined in the section as any aggravated battery that inflicts or causes significant bodily harm to the Employee or is performed with a deadly weapon causing significant bodily harm to the Employee.
- F. When NMCD-APD negotiates or renews Joint Powers Agreements for outside work details, it will seek funding for two (2) officers in each detail. If the party contracted with agrees to the aforementioned changes, the staffing will be increased to two (2) officers.
- G. When a post is shut down in a programming area, inmates will not be allowed in that area without a correctional officer present.
- H. Employees shall not be required to perform work which should be performed by third parties and shall not be supervised by non-state employees.
- I. Each facility will provide all Employees the opportunity to attend yearly OSHA 10 training instructed by the facility Fire, Safety, and Sanitation Officer.
- J. In the event of a health emergency that requires a change of how a facility operates, NMCD-APD will provide the Union with plans to respond, contain, and eliminate the health emergency.

#### **Section 15. Electronic Monitoring.**

- A. NMCD-APD shall not monitor or record Employee telephone conversations, unless such monitoring is in connection with an investigation.
- B. NMCD-APD shall not monitor the control centers with cameras or other electronic devices, unless such monitoring is in connection with an investigation.

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- C. Except when an inmate is present, NMCD-APD shall not monitor staff offices with cameras or other electronic devices, unless such monitoring is in connection with an investigation. Cameras in those offices shall be directed towards designated inmate seating.
  - D. Cameras shall not be used for routine supervision.

**Section 16. Right of Return.** NMCD-APD agrees to make the following changes to NMCD-APD Policy and that prior to implantation any future changes to NMCD-APD policy, NMCD-APD shall provide the Union with reasonable notice of the contemplated action and shall bargain with the Union in good faith to impasse prior to implementing changes. This agreement will be memorialized in a Memorandum of Understanding between the parties, but shall not otherwise be contained in the Supplemental Agreement.

- A. If a CO1 voluntarily terminates his/her employment with NMCD-APD and later returns to employment with NMCD-APD, they will return as a CO1 at the rate of pay at the time of their separation or the then-average rate of pay for newly hired CO1s, whichever is greater.
- B. If a CO Sergeant voluntarily terminates their employment with NMCD-APD and later returns to employment with NMCD-APD, they will return as a CO1 at the average rate of pay for newly hired CO1s, or their rate of pay at time of separation less ten percent (-10%), whichever is greater.

**Section 17. Uniforms.** Two (2) new uniforms (pants, winter shirts, summer shirts and boots) shall be issued to each officer on the anniversary of their hiring.

- A. All officers at all institutions shall be issued two (2) new uniforms (pants, winter shirts, summer shirts and boots) on the anniversary of their hiring.
- B. NMCD-APD shall issue two (2) "women's cut" uniforms (pants, winter shirts, summer shirts and boots) to each female officer on the anniversary of their hiring. NMCD-APD shall not replace existing uniforms for female officers. This shall be effective at all NMCD-APD institutions.
- C. A jacket will be issued to each officer every three (3) years on the anniversary of their hiring.

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- D. If an officer's uniform is soiled in the line of duty with another person's urine, feces or blood, the officer will trade in the soiled uniform for a replacement uniform. NMCD-APD will destroy the soiled uniform.
  - E. Uniforms that are rendered unserviceable as the result of normal wear and tear or job-related activities may be exchanged for serviceable uniforms.
  - F. NMCD-APD agrees to meet with the Union prior to making changes to uniforms in order to allow the Union input.

**Section 18. Institutional Equipment.** If an Employee is required to work a post that is not on site of a prison facility and is or may be required to contact the facility for any reason the facility will provide the Employee with a State issued cell phone for official business.

**Section 19. Interview Panel.** At all facilities the parties will agree on a Member of the Union to sit in on all interview panels for bargaining unit positions in accordance with SPO rules when an interview panel is necessary. This Union Member will be an active panel member and will hold an equal role as all other persons on the panel.

**Section 20. Disciplinary.**

- A. Lieutenants are not to conduct formal investigative interviews on any bargaining unit employee. Any information obtained during the regular course of their duties may be used in any subsequent investigation.
- B. When NMCD-APD mails formal disciplinary letters to an Employee, NMCD-APD shall include a letter explaining how and why it was an undue burden on NMCD-APD, to serve the discipline in person.
- C. All formal discipline must be issued by a member of management.
- D. If both parties agree disciplinary arbitrations may be consolidated where discipline arises out of a single investigation.

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## **APPENDIX 10. NMCD-APD – UNION STEWARD AGREEMENT**

Two (2) Union Stewards per day, per shift, per facility for correctional facilities.

Two (2) Union Stewards per worksite for non-institutional corrections.

The Union reserves the right to negotiate the number of Stewards based on NMCD-APD growth and/or creation of new services.

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**APPENDIX 10. NMCD-APD – CLASSIFICATION LISTING**

<b>Classification (short title)</b>	<b>Classification (long title)</b>	<b>Job Code</b>
BEHAVIORAL HEALTH THERAPIST	BEHAVIORAL HEALTH THERAPIST	HBHT
CLERGY	CLERGY	G2011
CORR OFF	CORRECTIONAL OFFICER	PCC011
CORR OFF SGT	CORRECTIONAL OFFICER - SERGEANT	PCC013
CORR OFF LT	CORRECTIONAL OFFICER - LIEUTENANT	PCC015
CO SPEC BOILER OP	CORRECTIONAL OFFICER SPEC-BOILER OPS	PCSB15
CO SPEC PROGRAMS CI	CORRECTIONAL OFFICER SPEC-CORR INDST SPEC	PCSC13
CO SPEC ELECTRICIAN	CORRECTIONAL OFFICER SPEC- ELECTRICIAN	PCSE15
CO SPEC FSSO	CORRECTIONAL OFFICER SPEC-FIRE, SFTY FSSO	PCSF11
CO SPEC HVAC	CORRECTIONAL OFFICER SPEC-HVAC	PCSH15
CO SPEC K-9 STIU	CORRECTIONAL OFFICER SPEC-K-9/STIU SPEC	PCSK11
CO SPEC LOCKSMITH	CORRECTIONAL OFFICER SPEC-LOCKSMITH	PCSL15

CO SPEC MAINTENANCE	CORRECTIONAL OFFICER SPEC-MAINTENANCE	PCSA13
CO SPEC MECHANIC	CORRECTIONAL OFFICER SPEC-MECHANIC	PCSM15
CO SPEC PLUMBER	CORRECTIONAL OFFICER SPEC-PLUMBER	PCSP15
CO SPEC RECREATION	CORRECTIONAL OFFICER SPEC-RECREATION	PCSR11
CO SPEC SPECIAL PROGRAMS	CORRECTIONAL OFFICER SPEC-SPECIAL PROGRAMS	PCS011
CO SPEC WASTEWATER	CORRECTIONAL OFFICER SPEC-WASTEWATER	PCSU11
CO SPEC WREHOUSE/ CANTEEN	CORRECTIONAL OFFICER -SPEC WAREHOUSE/ CANTEEN	PCSW11
DATA ENTRY CLERK	DATA ENTRY CLERK	R9021
FIN SPEC, AO	FINANCIAL SPECIALIST ALL OTHER	C2099
INFO/REC CLRK	INFORMATION & RECORDS CLERK ALL OTHER	R4199
LIBRARY TECH	LIBRARIAN TECHNICIAN	I4031
OFFICE & ADMIN SUP	OFFICE & ADMIN SUPPORT WORKERS, ALL OTHERS	R9199
OFFICE CLRK, GEN	OFFICE CLERKS, GENERAL	R9061

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PROBATION OFFICER & CORR TRMT	PROBATION OFFICER & CORR TRMT	G1092
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SEC, EX LGL/ MED/EXE	SECRETARIES, EXCEPT LEGAL, MEDICAL, & EXECUTIVE	R6014
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## **APPENDIX 11. NEW MEXICO CORRECTIONS DEPARTMENT PROBATION AND PAROLE DIVISION (NMCD-PPD)**

NMCD-PPD and the American Federation of State County and Municipal Employees (AFSCME)(Union) care for the safety and wellbeing of Probation/Parole Employees and desire to work cooperatively with each other to ensure a safe and productive workplace while providing safety. The parties have agreed to the following.

**Section 1. Technology.** Until replaced, the NMCD-PPD will maintain the efficiency of the Criminal Management Information System (CMIS).

A newsletter, at least quarterly, with updates of progress with the OMNI project should be emailed to all NMCD-PPD Employees until the date NMCD-PPD goes live with the system. Training of OMNI should take place within a reasonable time and prior to the implementation of the program to ensure officers are appropriately trained.

**Section 2. Support Staff.** Probation/Parole support staff will be given an opportunity to provide input on what training is required for their positions. Training programs should include topics relevant to the workplace; items focused on the specific tasks of support staff, and universal concepts of job duties to ensure statewide continuity. NMCD-PPD shall make reasonable accommodations to allow support staff to attend NMCD-PPD and outside training programs, subject to budget availability.

NMCD-PPD will make every effort to support quarterly support staff meetings among regions and at least one yearly meeting that includes all support staff statewide through zoom or online platform or in-person, budget permitting.

**Section 3. Equipment.** NMCD-PPD will provide a First Aid Kit in each District Office and in each State vehicle used by Employees. NMCD-PPD will maintain and keep such kits

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supplied and Employees will report maintenance and supply needs to NMCD-PPD. Each kit will include a CPR mask.

NMCD-PPD will provide defibrillators at every worksite. For worksites with more than one (1) floor, NMCD-PPD will make a good faith effort to provide a defibrillator on each floor.

NMCD-PPD will provide all Probation/Parole Officers with Level 3 body armor. All body armor will be replaced upon expiration date. NMCD-PPD shall provide Employees with cell phones where necessary to conduct State business.

**Section 4. Firearms.** NMCD-PPD shall maintain a firearm and training certification program which will direct efforts toward the development of new skills, improving and updating old skills; to ensure firearms safety; to ensure maintenance and care of the issued firearms; to oversee re-certification of performance in high liability areas, the development of specialized skills; creating an awareness of new techniques and technologies for all Employees; and to manage the Division's mandatory retraining program.

The program should focus on the following:

- Safe use of firearms
- Use of force training
- Development of modern firearms combat skills
- Firearms training should be integrated with defensive tactic skills
- De-escalation training
- Firearms will be provided that allow for proper fit for all Employees

NMCD-PPD firearms training program will include a minimum of two (2) initial firearms training programs per year.

NMCD-PPD will select firearms eligible officers by their ability to meet a transparent set of guidelines as determined by NMCD-PPD standards with priority given to first time applicants.

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**Section 5. Health.** NMCD-PPD agrees to provide a Hepatitis B vaccine and annual tuberculosis screening for all Employees. NMCD-PPD will advertise the availability of the Hepatitis B vaccine and tuberculosis screening to all Employees at least twice a year. Any travel time related to Hepatitis B vaccination and tuberculosis screenings will be on NMCD-PPD time during the Employees' normal workday and NMCD-PPD vehicles will be provided for any travel necessary.

**Section 6. Safety.** NMCD-PPD will provide firearm lock boxes in every District Office that has an armed officer.

All field visits will be performed by a minimum of two (2) Officers. All Officers conducting field visits will be required to carry NMCD-PPD issued equipment and at a minimum will include: a Kevlar vest, baton, pepper spray, flashlight, personal radio, stick-proof gloves, handcuffs, a pouch for disposable gloves, paper respiratory face masks and a Taser/CEW device.

**Section 7. Agency Labor-Management Committee (ALMC).** The Employees represented by the Union and NMCD-PPD will form a ALMC, consisting of six (6) Union representatives and up to an equal number of NMCD-PPD representatives. The ALMC shall be free to address any topic of mutual interest and concern which affects working conditions of Employees. The ALMC will meet at least once every two (2) months during the period of this Agreement.

The parties agree that the ALMC is an appropriate way to evaluate the value and effectiveness of matters of mutual concern. It is also understood that neither ALMC discussions nor the outcome thereof shall be considered or treated as constituting a binding agreement between parties unless reduced to writing and signed and dated by the authorized representatives of the parties.

A follow up to the ALMC meeting should be done by way of written correspondence within a reasonable time frame to ensure both parties are working towards the determined goals of the discussed topics.

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**Section 8. Hostage Taking and Battery.** Health & Safety, Article 34, Section 6 will be added to the Appendix as well as the following language: For the purposes of this topic, it should be noted, a criminal charge does not need to be filed to trigger these benefits.

**Section 9. Staffing.** Excluding the Response Center, NMCD-PPD will review caseloads that exceed eighty (80) reporting offenders on standard caseloads or exceed matrix in special programs and request appropriate overtime hours for approval by the Director and/or redistribution where the standard caseloads exceed one hundred (100) reporting offenders, so that standard caseloads fall below one hundred (100).

**Section 10. Clothing Allowance.** NMCD-PPD issued new clothing (pants, long sleeve, short sleeve, polo shirt and one (1) pair of boots) shall be issued to each officer upon completing the New Mexico Corrections Training Academy. The issued clothing will include an option for female officers to receive clothing items that are "women's cut".

- A. A jacket will be issued to each officer every three (3) years on the anniversary of their hiring.
- B. If an officer's uniform is soiled in the line of duty with another person's urine, feces, or blood, the officer may trade in the soiled State issued clothing for replacement attire. NMCD-PPD will destroy the soiled attire.
- C. NMCD-PPD issued clothing that is rendered unserviceable as the result of normal wear and tear, or job-related activities may be exchanged for serviceable attire.

**Section 11. Field Training Officers.** NMCD-PPD shall develop a Field Training Officer (FTO) curriculum from an accredited program. NMCD-PPD will develop a committee that consists of officers with a minimum of five (5) years of experience, current certification in Training for Trainer and/or current Defensive Tactics instructor and/or current Firearms Instructor certified with NMCD-PPD. This committee will make recommendations for the FTO curriculum. At least two (2) of the committee members shall be recommended by the Union.

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NMCD-PPD shall develop and implement Field Training Officer curriculum within one (1) year following the date of this Agreement.

**Section 12. Sick Leave Incentive.** An Employee who is assigned to a 24-hour facility and who does not utilize sick leave for a calendar quarter shall receive credit for eight (8) hours of administrative leave.

**Section 13. Life Insurance.** Subject to legislative appropriations (which the NMCD will request annually) and NMCD's yearly fiscal budgetary allowance, NMCD-PPD Employees shall receive the same life insurance coverage as provided to correctional officers.

**Section 14. Training.** The parties agree that NMCD-PPD can benefit from job related training provided by outside agencies. NMCD-PPD will support Employees who take the initiative to seek outside training where budget permits.

NMCD-PPD agrees to utilize NMCD-PPD certified instructors to conduct training within the Adult Probation and Parole Division.

**Section 15. Caseload Audits.** Audits to a NMCD-PPD officer's caseload should never be used for the purposes of retaliation, or as a means of intimidation.

**Section 16. State Vehicles.** NMCD-PPD shall request GSD approval to make available State vehicles with tinted windows. When available, State vehicles shall be of sufficient size to allow for safe use by the officers.

**Section 17. Restructure/Review Classifications.** Within three (3) months of ratification, NMCD-PPD will request a study through SPO to determine the appropriateness of the Classification for NMCD-PPD positions within their pay band.

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**APPENDIX 11. NMCD-PPD – UNION STEWARD AGREEMENT**

Total of fifteen (15) Union Stewards for NMCD-PPD, one (1) of the fifteen (15) must be assigned to STIU.

However, the Union reserves the right to negotiate the number of Stewards based on NMCD-PPD growth and/or creation of new services.

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**APPENDIX 11. NMCD-PPD – CLASSIFICATION LISTING**

<b>Classification (short title)</b>	<b>Classification (long title)</b>	<b>Job Code</b>
FIN SPEC, AO	FINANCIAL SPECIALIST ALL OTHER	C2099
OFFICE & ADMIN SUP	OFFICE & ADMIN SUPPORT WORKERS, ALL OTHERS	R9199
PPO I	PROBATION PAROLE OFFICER I	G10901
PPO II	PROBATION PAROLE OFFICER II	G10902

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## **APPENDIX 12. NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT)**

It is understood by the parties involved that the New Mexico Department of Transportation (NMDOT) and AFSCME care for the safety and well-being of NMDOT Employees and desire to work cooperatively.

**Section 1. Boot, Clothing, and Tool Allowance.** Employees eligible for boot, clothing, or tool allowance(s) as per NMDOT standards, shall be subject to payment as per NMDOT methods of payment and schedule.

Boot allowance shall be no than less than \$300.00 annually, each September. Employees receiving a Boot allowance must purchase and wear boots consistent with OSHA and NMDOT standards.

Clothing allowance shall be no less than \$250.00 quarterly, in the months of January, April, July, and October.

Tool allowance shall be no less than \$1,000.00 biannually, in the months of February and August.

**Section 2. Use of Cell Phones for Business Purposes.** Managers and supervisors shall not require Employees to use a personal cell phone and have it with them on the job site for purpose of communicating with a manager or supervisor on work related issues.

**Section 3. Mechanics Classification Studies.** NMDOT agrees to cooperate with AFSCME to request an alternative pay band for the Bus Truck Mechanics and Auto Service Techs classification within three (3) months of the ratification of this Agreement.

**Section 4. High Volume Interstate Roads and Construction Zones Taskforce.** The parties agree that work on interstate highways/state roads is a safety concern to NMDOT Employees and the public. The parties agree to implement a taskforce to evaluate safety practices and recommend best practices to the NMDOT.

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**Section 5. Health and Safety.** No plugged tire shall be permanently mounted on a steering axle on a five/ten-yard dump or transport truck.

**Section 6. Purchase of Equipment.** The purchase of equipment by the NMDOT will consider the comfort and the safety of NMDOT Employees when purchasing heavy equipment and vehicles used by NMDOT Employees in the performance of their job.

**Section 7. Snow Removal Pay Differential.** NMDOT shall pay an Employee the Snow Removal Pay Differential of an additional \$1.00 dollar per hour for each hour the Employee is performing snow removal operations as per NMDOT standards.

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## **APPENDIX 12. NMDOT – UNION STEWARD AGREEMENT**

One (1) Union Steward per construction crew.

One (1) Union Steward per maintenance crew or patrol.

One (1) Union Steward and One (1) alternate per twenty-five (2) General Office Employees.

One (1) Union Steward per District Headquarter Campus.

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**APPENDIX 12. NMDOT – CLASSIFICATION LISTING**

<b>Classification (short title)</b>	<b>Classification (long title)</b>	<b>Job Code</b>
AUTO SRV TECH & MECH	AUTOMOTIVE SERVICE TECHNICIANS AND MECHANICS	U3023
BUS/TRK MEC/ ENG	BUS AND TRUCK MECHANIC AND DIESEL ENGINE SPECIALIST	U3031
CARPENTER	CARPENTERS	T2031
CARTGRPHR & PHOTG	CARTOGRAPHERS AND PHOTOGRAMMETRISTS	E1021
COATIN/PAINTNG/ SPR	COATING, PAINTING, AND SPRAYING MACHINE SETTERS, OPERATORS, AND TENDERS	V9121
CONSTRUCT LBR	CONSTRUCTION LABORERS	T2061
ELECTRICIAN	ELECTRICIANS	T2111
HIGHWAY MAINT WKR	HIGHWAY MAINTENANCE WORKER	T4051
JANITR & CLNR, NO MAID	JANITORS & CLEANERS EXCEPT MAIDS & HOUSEKEEPING	O2011
LANDSCAPING & GRNDS	LANDSCAPING & GROUNDSKEEPING WORKERS	O3011
MAINT & REPAIR WKR	MAINTENANCE & REPAIR WORKERS, GENERAL	U9042

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STOCK CLRK/ORD FIL	STOCK CLERKS & ORDER FILLERS	R5081
TRAFFIC TECH	TRAFFIC TECHNICIAN	W6041
TRANSP INSPECTOR	TRANSPORTATION INSPECTOR	W6051
ENG TECH I	ENGINEERING TECHNICIAN I	ENET13
ENG TECH II	ENGINEERING TECHNICIAN II	ENET15
ENG TECH III	ENGINEERING TECHNICIAN III	ENET17
ENG TECH IV	ENGINEERING TECHNICIAN IV	ENET20
WELDR/CUTTER/SOD	WELDERS, CUTTERS, SOLDERERS, AND BRAZERS	V4121

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## **APPENDIX 13. NEW MEXICO STATE FAIR COMMISSION (NM State Fair Commission)**

It is understood by the parties involved that the NM State Fair Commission and AFSCME cares for the safety and well-being of its NM State Fair Commission Employees and desires to work cooperatively.

**Section 1. Agency Labor-Management Committee (ALMC).** The parties agree that the ALMC is an appropriate way to evaluate the value and effectiveness of matters of mutual concern. AFSCME and NM State Fair Commission shall in good faith discuss and implement a training plan for Employees to be in compliance with OSHA requirements and/or to increase an Employee's ability to effectively meet their job requirements. An ALMC may be called by mutual agreement by the Union and NM State Fair Commission co-chairs.

**Section 2. Provide AFSCME with Employee Info.** NM State Fair Commission will provide data to AFSCME pursuant to Article 8, Section 1 every calendar quarter electronically for all bargaining unit Employees.

**Section 3. Boots and Clothing.** Employees who are eligible for boots, and clothing shall be provided as required to wear and to perform their job duties.

- One (1) pair of Boots every other year starting in August 2021
- Two (2) pair of pants every year in January
- Four (4) new shirts every year by September
- Two (2) gloves upon request
- One (1) coat every other year starting in August 2021

**Section 4. Certification and Training.** Employees who are required to be licensed/certified in order to perform their job duties, NM State Fair Commission, and who must pay a license/certification/recertification fee to obtain and retain, such certifications/licenses and who must attend training to maintain a license/certification shall have the license/certification/recertification fee paid by NM State Fair

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Commission. Employees must notify NM State Fair Commission in a timely manner to maintain certifications and attend training and shall be compensated as regular work hours to take any tests.

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### **APPENDIX 13. NEW MEXICO STATE FAIR COMMISSION – UNION STEWARD AGREEMENT**

AFSCME shall have one (1) Union Steward for every ten (10) Employees.

However, if NM State Fair Commission expands its operations beyond the NM State Fair Commission fairgrounds on Central and Louisiana, the Union does not waive the right to request to negotiate if NM State Fair Commission expands beyond its current location.

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### **APPENDIX 13. NEW MEXICO STATE FAIR COMMISSION – CLASSIFICATION LISTING**

NM State Fair Commission is wall-to-wall; all classifications are covered under the CBA. However, excluded from the bargaining unit and wall-to-wall are: (1) Supervisors (NMSA 1978, Section 10-7E-4 (T)), Management employees (NMSA 1978, Section 10-7E-4 (N)), and Confidential employees (NMSA 1978, Section 10-7E-4 (G)), and (2) positions assigned to classifications already organized by another union, including positions assigned to classifications organized by another union while at another agency and legislatively transferred to NM State Fair Commission.

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## **APPENDIX 14. OFFICE OF THE SUPERINTENDENT OF INSURANCE (OSI)**

**Section 1. Tools, Equipment, and Uniforms.** OSI agrees to provide Fraud Bureau Agents tools, equipment, including PPE as outlined in OSHA 29 CFR 1910.132 (a), and uniforms that the OSI deems necessary for the Employee to perform their job duties.

AFSCME and OSI will meet annually with Fraud Bureau Agents to discuss what OSI will determine as tool, equipment, and uniform needs.

**Section 2. State Vehicles.** All State vehicles utilized by Employees shall have a first aid kit and fire extinguishers.

**Section 3. Training.** OSI will not unreasonably deny requests from Fraud Bureau Agents for in-State training necessary to maintain NM law enforcement certification. OSI will pay any fees related to such approved training.

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## **APPENDIX 14. OSI – UNION STEWARD AGREEMENT**

Two (2) Union Stewards for OSI. Union Stewards shall attempt to meet virtually were feasible and when agreed to by the parties.

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**APPENDIX 14. OSI – CLASSIFICATION LISTING**

<b>Classification (short title)</b>	<b>Classification (long title)</b>	<b>Job Code</b>
ACCTNT & AUDITOR	ACCOUNTANTS AND AUDITORS	C2099
ARB, MED & CONCIL	ARBITRATORS, MEDIATORS, AND CONCILIATORS	H1022
BUS OPS SPEC	BUSINESS OPERATIONS SPECIALIST	C1199
COMPLNCE OFFICER	COMPLIANCE OFFICERS, EXCEPT AGRICULTURE, CONSTRUCTION, HEALTH AND SAFETY, AND TRANSPORTATION	C1041
COURT, MUNI/LIC CLK	COURT, MUNICIPAL, AND LICENSE CLERKS	R4031
ECONOMIST	ECONOMISTS	F3011
FIN SPEC, AO	FINANCIAL SPECIALIST, ALL OTHER	C2099
IT APPLICATION DEVELOPER II	IT APPLICATION DEVELOPMENT II	IDAD23
IT APPLICATION DEVELOPER III	IT APPLICATION DEVELOPMENT III	IDAD26
IT DATABASE ADMIN I	INFORMATION TECHNOLOGY DATABASE ADMINISTRATOR I	ITDA20

IT END USER SUPPORT III	INFORMATION TECHNOLOGY END USER SUPPORT III	IEUP17
IT NETWORK ADMIN II	INFORMATION TECHNOLOGY NETWORK ADMINISTRATOR II	INEA23
IT SYS ADMIN II	INFORMATION TECHNOLOGY SYSTEMS ADMINISTRATOR II	ISSA23
LEGAL SECRTY	LEGAL SECRETARIES	R6012
MEDICAL SECTY	MEDICAL SECRETARIES	R6013
OCC HLTH & SFTY SP	OCCUPATIONAL HEALTH & SAFETY SPECIALIST	K9011
OFFICE CLRK, GEN	OFFICE CLERKS GENERAL	R9061
STATE INVESTIGATOR	STATE INVESTIGATOR	M5052
STATISTICIAN	STATISTICIANS	D2041
OP RESEARCH ANALYST	OPERATIONS RESEARCH ANALYST	D2031

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## **APPENDIX 15. PUBLIC REGULATION COMMISSION (PRC)**

**Section 1.** PRC Employees may attend State-sponsored health fairs on personal time, subject to PRC approval. The PRC Human Resource Bureau will continue to accommodate requests for appointments to review benefits.

**Section 2.** The parties agree that the ALMC is the appropriate way to evaluate the value and effectiveness of matters of mutual concern.

### **Section 3. State Vehicles used by Transportation Division.**

- A.** PRC Transportation Division Employees assigned to perform field inspection and investigations will have a State vehicle for use in the course of their job assignment. State vehicles that are compatible with the area and/or geographic locations will be made available to Employees whose duties require them to travel in remote, mountainous, construction sites and unimproved road conditions.

PRC Transportation Division Employees may make recommendations at any time on the type of State vehicles needed to conduct their jobs. Recommendations will be taken into consideration subject to budget availability and DFA approval.

- B. PRC Transportation Division.** All PRC Transportation Division State vehicles will have the following equipment if available and applicable: first aid kit, fire extinguisher, and roadside emergency kit.
- C.** The PRC will ensure that each Transportation Division vehicle contains procedures in the event a State vehicle needs emergency repairs, including towing the State vehicle to an approved repair center as needed.

**Section 4.** PRC Transportation Division Personnel Protective Equipment must follow OSHA 29 CFR 1910.132(d)(2) One (1) pair of American National Standards Institute (ANSI) steel-toe or composite toe work boots will be issued to each Employee of the PRC Transportation Division as needed-

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- A. One (1) winter work jacket/ coat with PRC logo on the front will be issued to each Transportation Division Employee upon hire and replaced as needed.
  - B. One (1) reflective vest will be issued to each Transportation Division Employee upon hire and replaced as needed.
  - C. One (1) hard hat will be issued to each Transportation Division Employee upon hire and replaced as needed.
  - D. One (1) pair of clear, non-prescription ANSI-approved-safety glasses will be issued to each Transportation Division Employee upon hire and replaced as needed.
  - E. One (1) pair of winter gloves will be issued to each Transportation Division Employee upon hire and replaced as needed.

#### **Section 5. Equipment and Offices.**

- A. PRC agrees to provide reasonable access to computers in order to remain current on matters pertaining to the State.
- B. PRC agrees to provide tools and equipment that PRC deems necessary for the Employee to perform their job duties.
- C. One (1) state work ID badge will be issued to all Employees members; also, a Breakaway lanyard/ retractable device will be issued;
- D. Offices/workspace shall be offered by Agency Seniority.

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### **APPENDIX 15. PRC – UNION STEWARD AGREEMENT**

Two (2) Union Stewards in Santa Fe.

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**APPENDIX 15. PRC – CLASSIFICATION LISTING**

<b>Classification (short title)</b>	<b>Classification (long title)</b>	<b>Job Code</b>
ACCTNT & AUDITOR	ACCOUNTANTS AND AUDITORS	C2099
BUS OPS SPEC	BUSINESS OPERATIONS SPECIALIST	C1199
COMPLNCE OFFICER	COMPLIANCE OFFICERS, EXCEPT AGRICULTURE, CONSTRUCTION, HEALTH AND SAFETY, AND TRANSPORTATION	C1041
ENG TECH V	ENGINEERING TECHNICIAN V	ENET20
ENGINEER PROFESSIONAL I	ENGINEER PROFESSIONAL I	ENEP26
FIN SPEC, AO	FINANCIAL SPECIALIST, ALL OTHER	C2099
INFO/REC CLRK	INFORMATION & RECORDS CLERK ALL OTHER	R4199
OFFICE & ADMIN SUP	OFFICE & ADMIN SUPPORT WORKERS, ALL OTHERS	R9199
OFFICE CLRK, GEN	OFFICE CLERKS, GENERAL	R9061
SEC, EX LGL/ MED/EXE	SECRETARIES, EXCEPT LEGAL, MEDICAL, & EXECUTIVE	R6014
STATE INVESTIGATOR	STATE INVESTIGATOR	M5052

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## **APPENDIX 16. REGULATION AND LICENSING DEPARTMENT (RLD)**

**Section 1. Footwear/Safety Toe Footwear.** For RLD Employees required by law to wear OSHA approved safety toe and/or electrical hazard rated safety toe footwear, RLD shall annually provide a purchase order to a pre-approved work boot vendor for an amount not less than \$200.00 towards the purchase of one (1) pair of OSHA approved safety toe/electrical hazard rated safety toe footwear.

### **Section 2. Equipment.**

- A.** All State vehicles utilized by the RLD Employees shall have first aid kit which shall be inspected and replenished or replaced, if necessary, upon notification by the Employee to the Employee's supervisor.
- B.** RLD shall on a case-by-case basis provide Inspectors and Investigators, upon request by the Employee, and verification of need by management, subject to budget availability, a GPS Navigation device for work in areas that has little to no cell phone coverage.
- C.** RLD shall supply, upon Employee request, Inspectors and with a storage clipboard.
- D.** When RLD acquires new or additional State vehicles to be utilized by RLD Inspectors and Investigators, including but not limited to brand new vehicles, such vehicles shall be equipped with mounted laptop holders, subject to budget availability.
- E.** All State vehicles utilized by RLD Inspectors and Investigators that are not otherwise equipped with GPS, Bluetooth, or other electronic connectivity features, shall be equipped with cell phone holders upon Employee request.

**Personal Protective Equipment (PPE).** RLD shall provide construction jobsite OSHA required PPE: hard hat, safety glasses, a safety vest. RLD shall provide not more than one (1) pair of work gloves per year. Hard hats, safety glasses, and safety vests shall be replaced as needed, or upon expiration, subject to reporting the need for replacement to the Employee's

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supervisor and the supervisor's confirmation that the item is due for replacement.

**Tools.** RLD shall provide Inspectors and Investigators the tools as determined necessary by the RLD to perform their job duties.

**Section 3. Allowances.** Any RLD Employee who must be licensed or certified in order to perform his or her job for the RLD, and who must pay a license or certification fee for said license or certification, or attend training to maintain said license or certification, shall have the license or certification fee paid by the RLD.

RLD, following review and approval of requested continuing education classes/hours will provide continuing education classes/hours, and cover the cost of approved continuing education classes/hours.

**Section 4. Training.** RLD will provide annual training to all Employees that addresses the safety issues related to their position. Related issues may include animal safety, property entrance, and de-escalation techniques.

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## **APPENDIX 16. RLD – UNION STEWARD AGREEMENT**

RLD five (5) Stewards:

- Two (2) Union Stewards in Albuquerque
- Two (2) Union Stewards in Santa Fe
- One (1) Union Stewards in Las Cruces

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**APPENDIX 16. RLD – CLASSIFICATION LISTING**

<b>Classification (short title)</b>	<b>Classification (long title)</b>	<b>Job Code</b>
ACCTNT & AUDITOR	ACCOUNTANTS AND AUDITORS	C2099
ADMIN SERV COORD	ADMINISTRATIVE SERVICES COORDNATOR	B3011
CID INVESTIGATOR	CONSTRUCTION INDUSTRIES DIVISION CRIMINAL INVESTIGATOR	C1041
COMPLNCE OFFICER	COMPLIANCE OFFICERS, EXCEPT AGRICULTURE, CONSTRUCTION, HEALTH AND SAFETY, AND TRANSPORTATION	C1041
CUST SERV REP	CUSTOMER SERVICE REPRESENTATIVES	R4051
FIN ANALYST	FINANCIAL ANALYST	C2051
FIN SPEC, AO	FINANCIAL SPECIALIST, ALL OTHER	C2099
OFFICE & ADMIN SUP	OFFICE & ADMIN SUPPORT WORKERS, ALL OTHERS	R9199
PURCHASING AGENT	PURCHASING AGENTS, EXCEPT WHOLESALE, RETAIL, & FARM PRODUCTS	C1023
SEC, EX LGL/ MED/EXE	SECRETARIES, EXCEPT LEGAL, MEDICAL, & EXECUTIVE	R6014

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SPECIAL AGENT	SPECIAL AGENT	M50510
STATE INVESTIGATOR	STATE INVESTIGATOR	M50520

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## **APPENDIX 17. TAXATION AND REVENUE DEPARTMENT (TRD)**

It is understood by the parties involved that New Mexico Taxation and Revenue Department (TRD), cares for the safety and well-being of its Employees and desires to work cooperatively with AFSCME and its members on programs to ensure worker safety and increased job satisfaction. Certain measures have been recommended by AFSCME and TRD has agreed to the provisions regarding safety and morale measures as described herein.

### **Section 1. Taxation & Revenue Department.**

**Identification Badges.** The TRD shall provide Identification badges to each Employee within three (3) months of ratification of this contract as appropriate to each division and its official use of such badges. These badges will be worn and visible at all times. The badges will be used for identification and official purposes only and shall include the Employees' name, department, and division. TRD recognizes that badges may become lost or damaged due to ordinary wear and tear or through no fault of the Employee. If badges are lost or damaged due to ordinary wear and tear or through no fault of the Employee, TRD agrees to replace such badges. If it is found that the Employee has destroyed or intentionally damaged the badge, the Employee will pay for the replacement of the badge issued. Employees shall adhere to the TRD Employee Visual Identification Badge Policy.

**Employee Safety.** TRD Agency Health & Safety Committee (AHSC) shall be comprised of equal labor and management representatives and shall examine and recommend solutions for issues regarding number of Employees required to perform such tasks as but not limited to opening and closing a field office, making night deposits, and leaving the office to replenish cash drawer change. The AHSC shall also conduct a survey to address the safety concerns of the Employees in TRD. When the survey is completed the AHSC shall meet within two (2) weeks of the completion of the survey to discuss any other safety

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concerns found in the field offices to prioritize and recommend solutions to these issues affecting TRD Employees.

These recommended solutions shall be presented to the appropriate TRD leadership for their consideration. Final recommendations shall be forwarded to the ALMC.

Employees at TRD, who are faced with an aggressive customer and feel their safety and security is in question, may refer the customer to their manager. Once a customer is referred to management, the Employee shall not be required to complete the transaction. If the manager needs to use a Employee's computer system, the Employee shall sign out of their system and the manager shall sign in with their own clerk identification. Employees shall not be retaliated against in any way for referring an aggressive customer to management: pursuant to TRD Violence in the Workplace Policy.

Peer Review for Tax Audits. All peer reviews are intended for training and educational purposes.

**Scheduling.** Employees of TRD shall have two consecutive days off unless the individual consents to a schedule with non-consecutive days off.

**Virtual Bulletin Board.** TRD will allow AFSCME to maintain a virtual bulletin board on Employee TRD web page AFSCME's own content manager will work with TRD web designer to maintain the virtual bulletin board.

The TRD shall maintain safety glass at all TRD offices that deal with public face to face interactions within one (1) year of the ratification of this Agreement.

**Section 2. Training.** TRD shall provide refresher training for Employees specific to their job duties.

**Section 3. Tools and Equipment.**

**A.** Offices/workspace shall be offered by Agency Seniority, within the same job classification.

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- B. TRD agrees to provide and maintain tools and equipment that TRD deems necessary for the Employee to perform their job duties.
  - C. TRD will provide safety equipment as needed based on job classification and assignment.

**Section 4. Agency Labor-Management Committee (ALMC).**

The parties agree that the ALMC is the appropriate way to evaluate the value and effectiveness of matters of mutual concern.

**Section 5. Employee Achievement Recognition Program.** TRD will offer the Employee Achievement Recognition Program pursuant to Policy.

**Section 6: Motor Vehicle Division (MVD).** Employee Road Tests. When an Employee feels unsafe conducting a road test, for reasons including but not limited to; road conditions, vehicle condition, applicant demeanor or physical condition, language limitations between applicant and Employee, etc., that Employee shall consult with their immediate manager or next individual in the chain of command who will determine if the Employee should conduct the road test.

In order to develop a protocol which addresses Employee concerns while meeting statutory obligations regarding anti-discrimination and taking into consideration the provision of quality customer service. The protocol drafted shall include the following:

In any instance that an Employee feels their personal health and safety or the health and safety of the general public may be in jeopardy, they may refuse to conduct the test and refer that applicant to a supervisor for testing. The Employee must communicate with the supervisor that they feel unsafe and document the reasons for refusal and submit that document to the supervisor for MVD records by the end of the same workday.

MVD Employees shall conduct visual acuity tests and eligibility of licensure on all prospective drivers prior to giving a road test,

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unless circumstances exist that are approved by the MVD Field Office Manager.

Employees of the MVD, that may be expected to conduct a field road test, shall attend mandatory defensive driving training, within six (6) months of hire or within six (6) months of ratification of this Agreement.

The Department shall maintain issuance of cell phones to each MVD field office for the use of the Employees to utilize while conducting road tests. It is the responsibility of each field office manager/supervisor to ensure that the cell phones are charged and operable for daily use.

TRD recognizes that step ladders may become damaged due to ordinary wear and tear. If step ladders are damaged, TRD agrees to replace them.

Field offices that have only one (1) restroom facility will no longer provide public access to those restrooms, unless legally required to do so.

TRD shall provide disposable coveralls or white lab coats for each facility to utilize while conducting outside field work. TRD will provide safety equipment as needed based on job classification and assignment with appropriate PPE training.

All TRD Employees that go out in the field will wear professional attire and a visual identification badge that TRD will provide.

Metrics and other tracking mechanisms shall be used to assist the Employee to attain service goals. If TRD feels that an Employee is not meeting service goals, TRD will review the average metrics of all Employees within the same job function to establish reachable service goals.

During inclement weather field office managers will make a determination if it is safe to perform Vehicle Identification Number (VIN) inspections and/or road tests.

Supervisors shall oversee and monitor training of Employees.

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When mandatory training is scheduled for Employees, management shall allow Employees to take training in a designated area or at their desk with a privacy sign on their window.

MVD should consider internal applicants to be hired into lateral positions per TRD policy. If an Agent would like to expand their knowledge, skill sets and abilities during their career with the Agency and try to advance in another area of MVD, agents should be able to be considered for lateral transfers. TRD will distribute the Recruitment and Hiring policy that details the process of lateral transfers.

When sending Employees to different field office locations temporarily, TRD will allow qualified Employees to volunteer before requiring another Employee to travel.

If an MVD Employee is being sent from their home office to another field office, the Employee will be provided with a State vehicle, if available. If a State vehicle is unavailable, and an Employee uses their own vehicle for state work, they will be reimbursed per TRD policy.

TRD will form a committee to evaluate a need for a class study regarding the Compliance Tax Examiner Collector Revenue Agent series.

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## **APPENDIX 17. TRD – UNION STEWARD AGREEMENT**

One (1) Union Steward per 20 Employees per office.

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**APPENDIX 17. TRD –CLASSIFICATION LISTING**

<b>Classification (short title)</b>	<b>Classification (long title)</b>	<b>Job Code</b>
ACCTNT & AUDITOR	ACCOUNTANTS AND AUDITORS	C2099
BOOKPG, ACTG & AUDIT	BOOKKEEPING ACCOUNTING AND AUDITING	R3031
COMPUTER OPTR	COMPUTER OPERATORS	R9011
COURT,MUNI/LIC CLK	COURT MUNICIPAL AND LICENCE CLERKS	R4031
CUST SERV REP	CUSTOMER SERVICE REPRESENTATIVES	R4051
DATA ENTRY KEYR	DATA ENTRY KEYERS	R9021
FIN ANALYST	FINANCIAL ANALYST	C2051
FIN SPEC, AO	FINANCIAL SPECIALIST, ALL OTHER	C2099
INFO/REC CLRK	INFORMATION & RECORDS CLERK ALL OTHER	R4199
MVD AGENT	MVD AGENT	R40311
MVD AGENT SENIOR	MVD AGENT SENIOR	R40312
OFFICE & ADMIN SUP	OFFICE & ADMIN SUPPORT WORKERS, ALL OTHERS	R9199
OFFICE CLRK, GEN	OFFICE CLERKS, GENERAL	R9061

PURCHASING AGENT	PURCHASING AGENTS, EXCEPT WHOLESALE, RETAIL, & FARM PRODUCTS	C1023
SEC, EX LGL/ MED/EXE	SECRETARIES, EXCEPT LEGAL, MEDICAL, & EXECUTIVE	R6014
STOCK CLERK & ORDER FILLER	STOCK CLERKS AND ORDER FILLERS	R5081
TAX AUDITOR I	TAX AUDITOR I	C20131
TAX AUDITOR II	TAX AUDITOR II	C20132
TAX AUDITOR III	TAX AUDITOR III	C20133
TAX AUDITOR IV	TAX AUDITOR IV	C20134
TITLE EXM/ABSTR	TITLE EXAMINERS, ABSTRACTORS, AND SEARCHERS	H2093
TX EXM/COLL/ REV AG	TAX EXAMINERS COLLECTORS AND REVENUE AGENTS	C2081

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## LIST OF ABBREVIATIONS AND ACRONYMS

The terms listed below may be used throughout the document.  
The first time used, will be spelled out, then displayed in all caps.

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### A

ADA	Americans with Disabilities Act
ADEA	Age Discrimination in Employment Act
AHSC	Agency Health & Safety Committee
AFSCME	American Federation of State, County & Municipal Employees, NM Council 18
ALMC	Agency Labor-Management Committee
ALTSD	Aging & Long-Term Services Department
ANSI	American National Standards Institute
APD	Adult Psychiatric Division
APS	Adult Protective Services

### C

CARE	Center for Adolescent Relationship Exploration
CBA	Collective Bargaining Agreement
CBS	Community Based Services
CDL	Commercial Driver's License

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CEW	Conducted Electrical Weapon
CISD	Critical Incident Stress Debriefing
CMIS	Critical Management Information System
CO	Correctional Officer
COM	County Office Manager
Comp Time	Compensatory Time
CPR	Cardiopulmonary Resuscitation
CPT	Case Priority Tool
CSED	Child Support Enforcement Division
CSLA	Child Support Legal Assistant
CYFD	Children, Youth & Families Department
<b>D</b>	
DCA	Department of Cultural Affairs
DFA	Department of Finance and Administration
DHSEM	Department Homeland Security & Emergency Management
DVR	Division of Vocational Rehabilitation
DWS	Department of Workforce Solutions
<b>E</b>	

ECECD	Early Childhood Education & Care Department
EEOC	Equal Employment Opportunity Commission
EPA	Equal Pay Act
<b>F</b>	
FAA	Family Assistance Analyst
FBMC	Fort Bayard Medical Center
FLSA	Fair Labor Standards Act
FMCS	Federal Mediation & Conciliation Service
FML	Family Medical Leave
FMLA	Family and Medical Leave Act
FSSO	Fire Safety Sanitation Officer
FTO	Field Training Officer
F2F	Face-to-Face Meeting
<b>G</b>	
GA	General Assistance
GPS	Global Positioning System
GSD	General Services Department
<b>H</b>	
HSD	Human Services Department

HR	Human Resources
<b>I</b>	
IC/Waiver	Institutional Care Waiver
ID	Identification
ISD	Income Support Division
<b>J</b>	
JCO	Juvenile Correctional Officer
JJS	Juvenile Justice Service
<b>L</b>	
LLCP	Los Lunas Community Program
LOR	Letter of Reprimand
LWOP	Leave Without Pay
<b>M</b>	
MVD	Motor Vehicle Division
<b>N</b>	
NCA	Notice of Contemplated Action
NFA	Notice of Final Action
NM	New Mexico
NMAC	New Mexico Administrative Code

NMBHI	New Mexico Behavior Health Institute
NMCD-APD	NM Corrections Department Adult Prisons Division
NMCD-PPD	NM Corrections Department Probation and Parole Division
NMDOH	Department of Health
NMDOT	Department of Transportation
NMSL	New Mexico State Library
NMSA	New Mexico Statutes Annotated
NMVH	New Mexico State Veterans' Home
<b>O</b>	
OD	Officer of the Day
OPS	Office of Professional Standards
ORM	Oral Response Meeting
OSHA	Occupational Safety & Health Administration
OSI	Office of Superintendent of Insurance
<b>P</b>	
PDP	Performance Development Plan
PEBA	Public Employees Bargaining Act
PPE	Personal Protective Equipment

PELRB	Public Employees Labor Relations Board
PEOPLE	Union's Political Action Committee
PRC	Public Regulation Commission
<b>R</b>	
RIF	Reduction in Force
RLD	Regulation & Licensing Department
<b>S</b>	
SFMO	State Fire Marshal's Office
SIR	Situation Incident Reports
SLMC	Statewide Labor-Management Committee
SPB	State Personnel Board
SPO	State Personnel Office
State Designee	State Personnel Office
STIU	Security Threat Intelligence Unit
<b>T</b>	
TRD	Taxation & Revenue Department
TREC	Temporary Recruitment Differential
<b>V</b>	
VIN	Vehicle Identification Number

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**W**

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WC	Workers' Compensation
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WIOA	Workforce Innovation and Opportunity Act
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WOVF	Weekly Overtime Volunteer Form
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