

AGREEMENT
BETWEEN
LUNA COUNTY
AND
AFSCME COUNCIL 18
DETENTION BARGAINING UNIT

Effective: ~~April 8, 2021~~^{4/21} through June 30, 2023

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PREAMBLE

This Agreement is entered into by and between Luna County, New Mexico (hereinafter referred to as “Luna County” or “the County”) and the American Federation of State, County and Municipal Employees, Council 18, Local 2061 (hereinafter referred to as “AFSCME” or “the Union”). This Agreement delineates the rights of employees, AFSCME and Luna County, and assures at all times the orderly, uninterrupted, and efficient delivery of quality services to Luna County and its citizens.

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ARTICLE 1. RECOGNITION

1.1 Luna County recognizes AFSCME as the sole and exclusive collective bargaining representative for non-probationary Detention Officers, Corporals, Sergeants, Shift Lieutenants and Court Security Officers, Billing Specialist, Records/Court Liaison working at the Luna County Detention Center, except, confidential, supervisory, management, and support specialists. It is acknowledged by the parties that probationary employees are not a part of the bargaining unit.

1.2 Employee for the purpose of this agreement is defined as a bargaining unit employee.

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ARTICLE 2. MANAGEMENT RIGHTS

2.1 Luna County retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon, vested in it and limited by the laws and constitution of the State of New Mexico, the Public Employee Bargaining Act, and local Ordinances. The parties recognize that except as specifically limited, abridged, or relinquished by this Agreement, the County and the Luna County Detention Center ("LCDC") retain all rights to manage, direct, or supervise the operations of the LCDC Center and its employees. Subject to the terms of this Agreement, the County and the LCDC retain the right to develop and implement rules and regulations for the purpose of maintaining order, safety, and efficient operations.

2.2 Luna County shall retain the right in accordance with applicable Federal and State laws and County Ordinances:

2.2.1 to determine the mission of the County and its departments;

2.2.2 to set standards;

2.2.3 to exercise control and discretion over County organizations and its operations;

2.2.4 to direct employees of Luna County and conduct evaluation and judgment of an employee's skill, ability, efficiency, and general performance;

2.2.5 to hire, promote, transfer, assign, and retain employees in positions within the County; and to suspend, demote, discharge, or take other disciplinary action against employees;

2.2.6 to relieve employees from duties because of lack of work or for other legitimate reasons;

2.2.7 to maintain the efficiency of the operations;

2.2.8 to determine the methods, means, shifts, and personnel by which such County operations are to be conducted; and

2.2.9 to take whatever actions may be necessary to carry out the functions and mission of Luna County and maintain uninterrupted service to its citizens in situations of emergency.

2.3 The Parties to this Agreement shall not interfere with the County and/or LCDC in the selection of its representative identified for handling labor relations issues including, but not limited to, grievances, prohibited practice charges, investigations, negotiations, mediations, arbitration, or legal matters.

2.4 Luna County shall have the right to make such reasonable rules and regulations respecting the conduct of employees, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or efficient operations.

2.5 Items not covered in this agreement will be handled in accordance with the most recent County Personnel Ordinance and Detention Center Standard Operating Procedures and Administrative Policies, Procedures and Directives, County safety handbook, and/or other Luna County policies or as these items are amended. If items are not in the policies, such will be left to management discretion.

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2.6 Mid-Term Bargaining – The parties shall bargain in good faith during the term of the collective bargaining agreement all changes to wages, hours and all other terms and conditions of employment consistent with the Public Employees Bargaining Act, unless it can be demonstrated that the parties clearly and unmistakably waived the right to bargain regarding those subjects.

2.7 Neither party may be required, by this provision, to renegotiate the existing terms of collective bargaining agreements already in place.

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ARTICLE 3. UNION AND EMPLOYEE RIGHTS AND RESPONSIBILITIES

3.1 The Union shall have the right to select sufficient stewards to represent employees covered by this Agreement.

3.2 The Union shall provide Luna County with the following information about stewards, Local union President Local Union Vice President and Council 18 Representatives (Council 18 representatives refers to the paid staff of AFSCME Council 18): an electronic list of the names, E-mail addresses, telephone numbers, who are authorized to act on behalf of the Union and the extent of their authority. The list shall be updated when additions and/or deletions have occurred.

3.3 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 of this Agreement as set forth in the grievance and arbitration article in this Agreement.

3.4 Luna County shall allow employee union officials to attend, on paid status, meetings agreed to by the parties for purposes of administering this Agreement. Union officials, as defined in this section are the Local Union Presidents, Local Union Vice Presidents, and union stewards. Union time must be pre-approved and shall not be disapproved except for operational reasons. However, the County retains the right to disapprove union time when the steward/union official is in an overtime status. If disapproval necessitates an extension of time for processing a grievance, or interferes in a represented employee from receiving representation in a grievance, investigation or PDH, the time shall be tolled for the duration of the denial until union time is afforded so the employees' representative to represent the employee.

3.5 Union time shall count as hours worked for purposes 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 Luna County. A steward/union official shall use union time only within assigned work hours to investigate and process grievances in the most efficient and effective manner possible to minimize operational impairment. Where a steward/union official desires to consult with another employee concerning a grievance on work time, both employees shall request and obtain prior permission to do so.

3.6 The parties shall each designate a centralized point of contact to coordinate the use of time and address any issues related to the use, or allegations of misuse of time. If there are concerns related to the use or alleged misuse of time, the County designee shall provide, as expeditiously as possible as much specific information as possible, and any supporting documentation, to the Union designee. The County will allow the union to address the issue internally. However, if Luna County is not in agreement to the resolution, this section will not restrict the County from taking disciplinary action using the disciplinary article in this agreement to address the abuse of time.

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3.7 Council 18 Representatives shall have access to visit any Luna County worksite where bargaining unit employees are employed, as necessary for purposes of administration of this Agreement. Such consultation shall not unreasonably interfere with the operations of the County. Council 18 Representatives will provide 24 hour notice to the County and may designate a management representative through whom all such visits must be coordinated.

3.8 Luna County shall approve reasonable written requests for annual leave, accrued comp time, and/or leave without pay [hereinafter referred to as "LWOP"] for up to fourteen (14) calendar days, if requested by steward/union officials, to participate in union executive board meetings, union conventions, and employment as union staff.

3.9 Steward/union officials who are on non-work time, or union representatives, may distribute union literature on Luna County facility grounds in public areas, in non-public non-work areas, and in work areas where the distribution does not interfere with LCDC operations or present a security or confidentiality breach.

3.10 At facilities with 24-hour operations, steward/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.

3.11 The Union shall have exclusive use of separate bulletin boards of an equal size near every bulletin board used by the County to give information to employees. The Union will provide the bulletin board and Luna County will install it unless the County 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. The materials shall not include materials of a partisan, political, defamatory, or obscene nature or personal criticism of any individual.

3.12 Distribution of union literature at worksites shall not include materials of a defamatory or obscene nature or personal criticism of any individual. Luna County shall not authorize the posting of notices critical of the Union, or any union member (except for instances necessary to protect employees) and the Union shall receive advance written notices in these instances or posting on the County's official bulletin boards.

3.13 Within 180 days of the effective date of this Agreement, the Union will be afforded up to two (2) hours of work time to jointly participate with management in agency meetings in order to present and explain this Agreement to employees. As an exception to the above, at those agencies or institutions that have annual in-service training, a presentation may be made during the annual training.

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3.14 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 Luna County and the Union shall assure that each employee shall be protected in the exercise of such right. Allegations concerning violations of these rights shall first be filed with the labor board.

3.15 Union representatives may request the use of LCDC property to hold union meetings. Upon prior notification, Luna County will provide meeting space where feasible. Union meetings will not interrupt county work and will not involve employees who are on work time. Luna County shall make space available for union representatives to have confidential discussions with employees on an as-needed basis subject to availability.

3.16 Union officials and/or stewards are authorized to make reasonable use of copiers, FAX machines, computers (including email) and other office equipment for purposes of investigating and processing grievances and communicating with the County and regarding official labor-management business, provided such use does not interfere with official County business.

3.17 The Union shall be permitted to use internal Luna County mail systems, including computer/electronic mail, for bargaining unit mailings in accordance with applicable executive policies. The Union shall give the County reasonable notice in advance of any mass mailings. Correspondence hand delivered to bargaining unit members marked "confidential-union business" shall be treated as confidential.

3.18 The Union shall provide the County with the names and addresses of authorized union representatives who will be provided with notice of each orientation meeting held by the LCDC. The notice will be sent as soon as such meetings are scheduled and will include date, time, and location.

3.19 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 County (e.g. telephone, videoconference, face-to-face meeting).

3.20 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 County mails to the employee.

3.21 Steward Training. When an employee has been designated to fill a vacant steward slot the County shall permit a work day of union time in the steward's initial year of appointment and one-half work day for purposes of steward training each fiscal year thereafter that they remain a designated steward filling a steward slot.

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ARTICLE 4. MEMBERSHIP AND CHECK-OFF OF UNION DUES

4.1 Luna County will honor voluntary union membership dues deduction authorizations.

4.2 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 County's designee the amount per pay period to be deducted for Membership of dues.

4.3 On the dues deduction authorizations the parties agree that they will determine how best to identify the dues paying structure to which the member belongs. The County'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 County's designee. Upon receipt, the County's designee will file the authorization forms in the employee's personnel file. Authorizations shall be submitted in writing by the Union or employee on the appropriate Union authorization form to the County's designee. Upon receipt, the County's designee shall send the Union a copy of such forms via email or mailed to 1202 Pennsylvania NE, Albuquerque, NM 87110.

4.4 Membership dues deduction authorizations shall continue until the employee instructs the Union, in writing to end such deduction, as long as such employee instruction to end dues deduction 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 County's designee to cease deductions.

4.5 In the event the County's designee becomes aware that an employee may be entitled to a reimbursement of membership dues, the County's designee shall notify the Union. If the Union determines that a refund of membership dues is necessary such reimbursement shall be made by the Union to the employee.

4.6 If an employee has insufficient earnings for the pay period, no dues or other deduction will be made for that employee for that pay period.

4.7 The County's designee shall, upon request, provide the Union with a list of the names of each of the employees from whom the County's designee is making deductions pursuant to this Agreement.

4.8 The County's designee will honor separate additional voluntary deductions or authorizations for the Union's political action committee (PEOPLE) within two pay periods following period in which the authorization is submitted to the County's designee. An employee shall specify the amount of additional authorizations for the PEOPLE program.

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4.9 It is specifically agreed that Luna County 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 Luna County 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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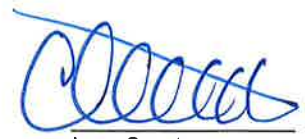
ARTICLE 5.

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ARTICLE 6. EXAMINATIONS

6.1 Employees may be required to take and pass a medical examination at any time with good cause or bona fide reasons for the exam stated by the County, to determine their mental or physical capabilities to perform their assignments satisfactorily. If it is determined by the County that an employee cannot perform his assigned duties due to a medical or mental condition, the employee may be separated from employment with Luna County. The employee may request FMLA as applicable.

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ARTICLE 7. RETURN TO WORK RELEASE

7.1 An Employee, in case of a non-work related illness or injury, may obtain the services of a duly licensed and practicing medical practitioner of his own choice and shall obtain a release from such practitioner to return to work.

7.2 Luna County may require an employee to submit to a medical or psychological review with a practitioner of Luna County's choice at the County's expense.

7.3 In the event of disputing decisions by the above practitioners, the Employee and Luna County shall agree on a third practitioner within ten (10) working days who shall determine the fitness of the employee to perform the duties of the assigned position and whether the employee is released to return to duty. The cost of the third practitioner shall be paid by the County. Failure of the Employee and Luna County to agree on a third practitioner within ten (10) workdays will allow Luna County to make a determination based on the information provided by the original two practitioners.

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ARTICLE 8. LIGHT DUTY

8.1 A bargaining unit member who has been on authorized leave due to a work-related injury, illness, or other medical consideration, upon release from his/her physician, may be permitted to return to work in a temporary light duty assignment, if such assignment is available, as determined by Luna County. The Employee must present a medical release from a physician certifying the employee can return to the light duty assignment. Light duty refers to duty other than normal job duties and it is not the intent of this provision that such duty is of a "make work" nature. The lack of light duty assignment is not a grievable item.

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ARTICLE 9. ISSUED EQUIPMENT

9.1 It shall be the responsibility of Employees having custody of any County equipment and/or property to make sure that it is properly cared for, kept clean, assure that it is used for County use only, and returned to its place of storage and secured. Any damaged or missing equipment or property shall be reported immediately to the Employee's supervisor in writing for replacement. Vehicle maintenance shall normally occur during duty hours. An Employee who is unable to have vehicle maintenance performed during duty hours shall inform the Employee's supervisor.

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ARTICLE 10. UNIFORMS

10.1 The County will continue to provide uniforms to bargaining unit employees. Employees are required to maintain their uniforms in a neat and clean appearance at all times.

10.2 The following shall be issued to all detention officers, upon hire.

<u>Item</u>	<u>Quantity</u>
Jacket	1
Logo embroidered shirt	3
Trousers	3
Logo embroidered ball cap	1
Boots	1

10.3 The County will replace (at no additional cost to the employee) any uniform damaged in the line of duty, provided that the employee furnishes proof, within one duty shift, of the circumstances in which the damage occurred. Failure to report damage or any employee wearing damaged or soiled uniforms is subject to disciplinary action.

10.4 Beginning in the next fiscal year, Luna County shall make available, to all non-probationary employees, an annual uniform allowance of six hundred dollars (\$600) to be available no later than the first full pay period in August with and available until May 15 of the next year.

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ARTICLE 11. HEALTH AND SAFETY

11.1 The parties will abide by applicable Federal and State laws, rules and regulations and Luna County and Department's Health and Safety policies and practices.

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ARTICLE 12. TRAINING

12.1 Employees will complete all required training including, but not limited to, Risk Awareness Program (RAP) training and training to maintain certifications. Training occurring on an employee's day off will be considered time worked for purposes of computing overtime. Failure to complete such training and/or falsification of training records will be just cause for disciplinary action.

12.2 A Training Recommendation Committee ("TRC"), consisting of the Union President, or designee, the LCDC Director, or designee, and the County Attorney, or designee from Human Resources, will make non-binding recommendations regarding annual training requirements. The TRC will, at minimum, meet in March and September and at other times upon request of any TRC member, to make recommendations regarding training requirements and opportunities and programs.

12.3 Employees may request to attend additional training, which is subject to approval and budgetary constraints. Employees sent to training may be required to train, if the employee is a certified trainer, or brief employees on the information and knowledge gained in the training. Refusal to provide training/briefing to employees may be grounds for disciplinary action.

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ARTICLE 13. INTERNAL INVESTIGATIONS

13.1 It is recognized by the parties that it is the County's obligation and responsibility to timely investigate any charge of employee misconduct.

13.2 Any internal/administrative investigation conducted by the department or County shall comply with applicable law of the State of New Mexico, including the Peace Officer's Employee-Employer Relations Act, and the mutually agreed upon departmental policy regarding internal investigations or administrative investigations.

13.3 An employee may request a status report for any investigation lasting longer than thirty (30) days.

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ARTICLE 14. DISCIPLINARY ACTIONS

14.1 General Provisions.

- 14.1.1 The County shall discipline employees only for just cause.
- 14.1.2 The purpose of this Article is to encourage the use of counseling and positive discipline as methods of assisting employees in correcting work violations and behavior and improving job performance.
- 14.1.3 All disciplinary action, constructive criticism, or counseling shall be conducted in private.
- 14.1.4 A written notification of investigation will be initiated within ten (10) working days of the commission, omission or discovery of an act that precipitated the charges and the investigation. In cases where extensive investigation is required, disciplinary action will not be initiated until the facts have been established.
- 14.1.5 All disciplinary action in the nature of suspension, demotion or dismissal shall be preceded by a written Notice of Intent to Discipline which shall include the conduct, action or omission which form the basis for the contemplated disciplinary action. The notice of intended discipline shall also identify any policy, regulation, procedure or statute violated.
- 14.1.6 Upon receipt of a Notice of Intent to Discipline or written reprimand the employee or his representative shall be entitled to review all documentation or recorded statements that relate to the disciplinary action. The predetermination hearing, available only for suspension, demotion or dismissal shall not be held until the employee or his representative have had a reasonable opportunity to review the information.
- 14.1.7 Prior to the final disciplinary action of suspension, demotion or dismissal, a Pre-Determination hearing shall be held.
- 14.1.8 Thereafter, a Notice of Final Action shall be issued and served upon the subject employee, and shall be limited to those matters set forth in the Notice of Intent to
- 14.1.9 The employer must impose any disciplinary action or issue a Notice of Intent to Discipline no later than forty-five (45) calendar days after the employer acquires knowledge the employee's misconduct of which the disciplinary action is imposed, unless facts and circumstances exist which require a longer period of time, such as arrest or filing of criminal charges.

14.2 Range of discipline. The range of discipline is as follows:

14.2.1 Oral Reprimand (Documented)

An employee is typically issued a documented oral reprimand in circumstances where a prior oral reprimand (undocumented) or constructive criticism to correct the same or similar behavior was ineffective. Documented oral reprimands shall be placed in the employee's official personnel file after providing the employee with a copy of the reprimand. The employee shall acknowledge having received the reprimand by affixing his signature to the reprimand. So doing shall not be construed as the employee's agreement that the reprimand was warranted.

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14.2.2 Written Reprimand

An employee is typically issued a written reprimand in circumstances where the infraction is perceived to be of a greater consequence than that for which an oral reprimand is typically issued or if a prior oral reprimand to correct the same or similar behavior was ineffective. Written reprimands shall be placed in the employee's official personnel file after providing the employee with a copy of the reprimand. The employee shall acknowledge having received the reprimand by affixing his signature to the reprimand. So doing shall not be construed as the employee's agreement that the reprimand was warranted

14.2.3 Suspensions and Demotions.

An employee may be suspended without pay for a period not to exceed thirty (30) working days, and/or demoted for a single serious offense or for continued substandard job performance or misconduct when previous attempt(s) to correct behavior have failed.

14.2.4 Dismissal.

An employee may be dismissed when other discipline has failed to improve unacceptable behavior or job performance, or when an employee has engaged in a single serious event which is unacceptable for County employees.

14.3 Procedure/Written Reprimands.

14.3.1 Disputes regarding written reprimands may be contested through the Grievance Procedure hereof, Steps 1 and 2 only but shall not be subject to Arbitration.

14.3.2 Upon receipt of a written request from the employee, one (1) year after a written reprimand has been issued, the written reprimand shall be removed from his personnel file, provided that the employee has received no further discipline for the same or similar offense. In the event of a same or similar offense within the one (1) year period, the written reprimand shall be permanently included in the employee's personnel file.

14.4 Procedure for Disputing Final Disciplinary Action of Suspension, Demotion or Dismissal. Disputes regarding suspensions, demotions or dismissals shall be contested utilizing the Grievance Procedure set forth in this Agreement.

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ARTICLE 15. GRIEVANCE AND ARBITRATION PROCEDURE

15.1 Grievance is defined as a misinterpretation, misapplication, or violation of this agreement. Disciplinary actions involving suspension or termination may also be grieved under this procedure.

15.2 The grievance must be in writing and shall include the following information:

15.2.1 Identification of the specific Article and language in the Agreement that applies;

15.2.2 Identification of the action or inaction that generated the grievance;

15.2.3 The management employee involved;

15.2.4 The date of the alleged violation;

15.2.5 The specific relief requested "to be made whole" is not an acceptable specific relief;

15.2.6 The grievance must be signed and dated by the employee and/or the employee's representative, if the employee is represented.

15.3 "Working days" is defined as days the County administrative offices are open for business.

15.4 A grievance may be filed by a bargaining unit employee, the Union on behalf of the bargaining unit employees, or the County.

15.5 Grievance Steps.

15.5.1 The initial filing of a written grievance shall be with the Detention Director, as applicable, and shall occur within ten (10) working days of the commission or omission of the act that generated the grievance. The parties should attempt to resolve the grievance at this level. If the grievance is not resolved within five (5) working days of filing with the Human Resource Director, for whatever reason, the grievance may be appealed to the County Manager by filing the appeal in writing to the County Manager, with a copy to the Human Resource Director, within five (5) working days of filing with the Human Resource Director.

15.5.2 The parties should attempt to resolve the issues at this level. If the grievance is not resolved at the County Manager level within ten (10) working days of the filing of the grievance with the County Manager, for whatever reason, the grievant may advance the grievance for arbitration.

15.5.3 If the grievance is not resolved at the County Manager level by the parties, for whatever reason, the grievant may submit a written request for an unrestricted list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) from the region including New Mexico within ten (10) working days of filing with the County Manager at Step 2. The request to the FMCS shall include notice to the County Manager.

15.6 Within ten (10) working days of receipt of the list of arbitrators from FMCS, the parties shall meet to select an arbitrator. The parties will alternate striking names on the list until only one name remains. The remaining name shall be the arbitrator. The party to strike the first name shall be the grievant.

15.7 If an issue of arbitrability exists, the Arbitrator shall determine such issues by briefs prior to scheduling the merits hearing. If the Arbitrator determines the grievance to be arbitrable, the

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15.4 A grievance may be filed by a bargaining unit employee, the Union on behalf of the bargaining unit employees, or the County.

15.5 Grievance Steps.

15.5.1 STEP 1 All grievance filings will be with the Human Resources Department. The initial grievance filing shall occur within ten (10) working days of the commission or omission of the act that generated the grievance and within five (5) working days, the parties shall attempt to resolve the grievance. If the grievance is not resolved at this level, for whatever reason, the grievance may be appealed to the County Manager by filing the appeal in writing with the Human Resources Department five (5) working days of receipt of the written Step 1 grievance determination.

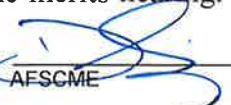
15.5.2 STEP 2 The parties shall attempt to resolve the issues at this level within five (5) working days of the date the appeal is filed with the Human Resources Department. If the grievance is not resolved at the County Manager level, for whatever reason, the grievant may advance the grievance for arbitration.

15.5.3 If the grievance is not resolved at the County Manager level by the parties, for whatever reason, the grievant may submit a written request for an unrestricted list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) from the region including New Mexico within ten (10) working days of receipt of the written Step 2 grievance determination. The request to the FMCS shall include notice to the County Manager.

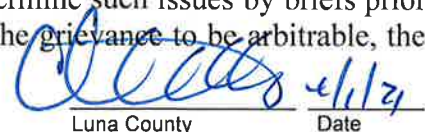
15.6 Within ten (10) working days of receipt of the list of arbitrators from FMCS, the parties shall meet to select an arbitrator. The parties will alternate striking names on the list until only one name remains. The remaining name shall be the arbitrator. The party to strike the first name shall be the grievant.

15.7 If an issue of arbitrability exists, the Arbitrator shall determine such issues by briefs prior to scheduling the merits hearing. If the Arbitrator determines the grievance to be arbitrable, the

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Arbitrator shall schedule a hearing on the merits of the grievance. A hearing on the merits of the grievance shall occur within six (6) months of notification of selection of the Arbitrator. Failure of the grievant to advance the grievance to a hearing within this time limit will render the matter closed and not subject to arbitration.

15.8 The Arbitrator is limited to interpreting and applying the language in the agreement. The Arbitrator shall not add to, subtract from, or alter the Agreement in any way, nor shall the Arbitrator substitute his/her discretion for the County where such discretion is retained by the County.


15.9 The decision of the Arbitrator shall be final and binding on the parties.

15.10 The Arbitrator's charges for services and costs for a Court Reporter and transcripts, if requested by the Arbitrator, shall be shared equally by the parties.

15.11 Each party is responsible for its representation and witness costs.

15.12 This is the only grievance procedure available to the bargaining unit, and shall be the sole and exclusive method for resolving any and all claims arising from the alleged violation of this agreement or a grievance of disciplinary action.

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Arbitrator shall schedule a hearing on the merits of the grievance. A hearing on the merits of the grievance shall occur within six (6) months of notification of selection of the Arbitrator. Failure of the grievant to advance the grievance to a hearing within this time limit will render the matter closed and not subject to arbitration.

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ARTICLE 16. SENIORITY

16.1 Departmental Seniority

Departmental Seniority is defined as the length of continuous employment from the last date of hire with the Luna County Detention Center.

16.2 General Seniority

General seniority is defined as the length of continuous employment with Luna County.

16.3 Job Seniority

Job Seniority is defined as the length of continuous employment with the current job title.

16.4 If the Employee leaves employment with Luna County by resignation or termination the employee forfeits all seniority rights.

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**ARTICLE 17. CONTRACTING AND SUBCONTRACTING OF BARGAINING
UNIT WORK**

17.1 It is understood and agreed by the parties that the determination of the services to be delivered, the level of services, and by whom such services are to be delivered are the responsibility and prerogative of Luna County.

17.2 Prior to contracting out any positions covered by the bargaining unit, Luna County will provide the AFSCME Local 2061 President with written notice of such intent to contract out work.

17.3 The Union President may submit a written proposal in response to the notice of intent to contract out work within fourteen (14) calendar days of the date of the notice.

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ARTICLE 18. REDUCTION IN FORCE

18.1 Bargaining unit employees subject to a reduction in force shall have a minimum of seven (7) calendar days written notice. Paid administrative leave may be substituted in lieu of seven (7) days' notice.

18.2 Prior to issuance of the aforementioned written notice, the County will provide the proposed plan and grounds for the reduction in force and the parties will meet in good faith to discuss alternatives to the proposed reduction in force.

18.3 Bargaining unit employees subject to a reduction in force shall be laid off in reverse order of hire with the Detention Center and recalled in seniority order, unless otherwise agreed pursuant to section 18.2.

18.4 Bargaining unit employees subject to a reduction in force will be placed on a recall list for six (6) months. The County will advise the laid off employee of recall by certified mail, return receipt requested. It is the employee's responsibility to keep the County apprised of a current mailing address. A laid off employee must accept the position and be available for service within fourteen (14) calendar days of receipt of the notice of recall.

18.5 A laid off employee who is recalled will not serve a new probationary period and will have the employee's seniority prior to lay-off reinstated.

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ARTICLE 19. SHIFT BIDS

19.1 Bargaining unit employees can bid for day or graveyard shift on either shift, A or B shift, regardless of their current shift assignment. Employees may bid based on seniority for available slots to ensure more experienced and rookie officers, sergeants, and lieutenants are balanced amongst the A and B shifts and day versus night shifts. Bids will be conducted and take effect in November of each year. The Detention Director or designee retains the right of re-assignment in order ensure balance amongst shifts and the safety of the employees and inmates.

19.2 Employees may request to switch shifts by submitting written request to the Detention Director when there is an opening on another shift. Bid awards will be made based on seniority, subject to the Detention Director's right of re-assignment to ensure balance.

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ARTICLE 20. HOURS OF WORK

20.1 Employees will work their scheduled hours pursuant to work schedules established by the Department. Employees will not be paid for travel time from home to the site of their work within Luna County or from the work site to their home. Actual work periods may fluctuate at the discretion of the County and will be communicated to affected employees as soon as feasible.

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ARTICLE 21. BREAKS AND MEAL TIME

21.1 Breaks and meal time may be granted and shall not be accrued nor shall there be additional compensation for breaks/meals not taken.

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ARTICLE 22. COMPENSATION

22.1 Base Wages. Effective and payable the first full pay period following the ratification and signature of this Agreement;

22.1.1 Basic starting pay for new/probationary Detention Officers will increase from \$12.33/hour to \$13.00/hour.

22.1.2 The Merit Credits Plan dated October 2, 2017, will apply to the new basic starting pay. Specifically:

22.1.2.1 Individuals with at least 2 year and up to 5 years of corrections experience, or at least 4 years and up to 10 years of military, law enforcement or emergency dispatching experience will eligible to receive up to an additional \$0.50/hour.

22.1.2.2 Individuals with at least 5 years up to 7 years of corrections experience, or at least 10 years and up to 14 years of military, law enforcement or emergency dispatching experience will be eligible to receive up to an additional \$1.00/hour.

22.1.2.3 Individuals with at least 7 years and up to 10 years or corrections experience, or at least 14 years up to 20 years of military, law enforcement or emergency dispatching experience will be eligible to receive up to an additional \$1.50/hour.

22.1.2.4 Individuals who have more than 10 years of corrections experience, or more than 20 years of military, law enforcement or emergency dispatching experience will be eligible to receive up to an additional \$2.00/hour.

22.2 Upon successful completion of the twelve (12) month probationary period, Detention Officers will receive basic starting pay of \$14.00/hour subject to the Merit Credits they may have received.

22.3 Specialty Assignment Compensation. Effective and payable the first full pay period following the ratification and signature of this Agreement, and annually thereafter, qualifying bargaining unit employees serving in the following specialty assignments shall receive annual compensation paid via separate payroll in addition to their base hourly rate:

22.3.1 SORT Lead: \$3,250.00/annually to be paid \$125.00 per pay period;

22.3.2 Certified K-9 Handler: \$3,250.00/annually to be paid \$125.00 per pay period;

22.3.3 SORT: \$2,600/annually to be paid \$100 per pay period;

22.3.4 STIU: \$2,600/annually to be paid \$100 per pay period;

22.3.5 Transport: \$2,600/annually to be paid \$100 per pay period;

22.3.6 SMU: \$1,300/annually to be paid \$50 per pay period;

22.3.7 Seg Unit: \$1,300/annually to be paid \$50 per pay period;

22.3.8 Designated Booking: \$1,300/annually to be paid \$50 per pay period; and

22.3.9 COVID Hazard Pay: \$1.00/hour for actual hours worked with COVID positive inmates.

22.4 Bargaining unit employees serving in more than one Specialty Assignment Compensation are capped at a maximum of \$3,900/annually to be paid \$150 per pay period.

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22.5 The standards or basic requirements for and number of slots for each Specialty Assignment shall be set in consultation with the Union President, but absent agreement, shall be in the LCDC Director's sole discretion. The designation of each Special Assignment shall be made by the LCDC Director, in consultation with the Union President. In the absence of agreement, the LCDC Director retains discretion to make specialty assignments, taking into account prior experience, training, and seniority. Designations shall be for 1 fiscal year and if a designee withdraws or resigns as a result of their actions or inaction, they will stop receiving that Specialty Assignment Compensation on the next full pay period and shall be ineligible for any new Specialty Assignments for one year from the date of resignation. Designations may be cancelled by the LCDC Director in his discretion.

22.6 Pay Period.

The wages of employees shall be paid biweekly.

22.7 Retirement. The current retirement program will continue in full force and effect for the term of this agreement.

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ARTICLE 23. OVERTIME

23.1 Overtime compensation will be calculated and paid in accordance with the Fair Labor Standards Act (FLSA) 207(K) exemption for all hours worked in excess of eighty-six (86) hours in a fourteen (14) day period. Paid or unpaid leave is not time worked under FLSA and will not be counted as time worked for the purpose of computing overtime compensation.

23.2 Overtime will first be offered on a rotating basis in order of seniority to all bargaining unit employees.

23.3 If no employee voluntarily accepts the overtime assignment, employees will be mandated to work overtime on a rotating basis in reverse order of the date overtime was last worked as established by the Mandatory Overtime Rotation List.

23.4 The Mandatory Overtime Rotation List will be posted on the Union Bulletin Board pursuant to Article 5, and updated at the beginning of each pay period. Once an employee has worked an overtime shift, voluntarily or by mandate, the employee will move to the bottom of the list. Employees shall be responsible for submitting a Notice of Unavailability to the Operations Captain at the end of each pay period to be applied to the next pay period.

23.5 All employees are subject to mandatory overtime, emergency call-ins and returns to work and employees will be paid for all hours worked resulting therefrom. Employees may be exempt from mandatory overtime, emergency call-ins and returns to work only by prior submitted Notices of Unavailability or other good cause.

23.6 An employee who fails or refuses to work mandatory overtime, emergency call-in or return to work will be considered to have provided just cause for disciplinary action including possible termination.

23.7 The parties recognize that absenteeism is a major obstacle to maintaining needed staffing levels. The parties will work together to attempt to resolve issues of suspected abuse of paid leave and avoidance of mandatory overtime, emergency call-in an return to work.

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ARTICLE 24. COURT TIME

24.1 Employees required to appear in Court on Luna County business under court order as a part of their duties and responsibilities shall be compensated at their regular rate of pay while in court.

24.2 A copy of the subpoena or other document shall be provided to management upon receipt.

24.3 Such time is time worked and shall be included as time worked for the purpose of computing overtime.

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ARTICLE 25. HOLIDAYS

25.1 All Employees will receive Holiday Pay for all holidays designated by Luna County.

25.2 Employees who do not work a holiday will be paid their regular rate of pay for eight (8) hours for a full day and four (4) hours for a half-day. Time paid for a holiday not worked is not time worked for the purposes of computing overtime compensation. Employees who do work the holiday will be paid their regular rate of pay for all hours worked on the holiday in addition to eight (8) hours of holiday pay for a full day and four (4) hours of holiday pay for a half-day.

25.3 Employees will receive a full pay check during a pay period with one or more holidays by use of accrued Comp Time first and then accrued PTO, unless the employee makes a written request to the Human Resources Department not to utilize any accrued Comp Time or accrued PTO.

25.4 To be eligible for holiday pay, an Employee must not be on suspension or leave without pay status.

25.5 Holidays that occur during an Employee's prior approved leave will be paid Holiday Pay and not charged to accrued leave.

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ARTICLE 26. LEAVES

26.1 Request for leave must be submitted electronically through the Luna County Intranet no more than six (6) months and no less than seven (7) days in advance, absent emergency circumstances. Requests must be sent to on-duty command staff in the following order:

- 26.1.1 Immediate supervisor, or designee;
- 26.1.2 Shift Lieutenant;
- 26.1.3 Operations Captain;
- 26.1.4 Chief of Security;
- 26.1.5 Deputy Director;
- 26.1.6 Director; or
- 26.1.7 County Manager.

26.2 Reasonable efforts will be made to accommodate employee requests, subject to supervisor discretion and departmental needs with approval not be unreasonably withheld. Requests will be acted upon within seven (7) days of receipt and may be deemed automatically approved after expiration of this period.

26.3 In instances of competing requests, seniority will control, subject to supervisor discretion and departmental needs.

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ARTICLE 27. INSURANCE

27.1 Bargaining unit employees may participate in health insurance programs offered by the County.

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ARTICLE 28. OUTSIDE EMPLOYMENT

28.1 Outside employment shall be handled in accordance with the Personnel Ordinance. Bargaining unit employees that wish to obtain outside employment shall file a request for approval by completing an Outside Employment Request form annually and at any time that a change in the employment occurs.

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ARTICLE 29. PERSONNEL RECORDS

29.1 Inspection of Personnel Records shall be handled in accordance with County policy. An employee may request a single copy of any document in his/her personnel file. An employee will be charged for any additional copies in the same amount as charged under the Inspection of Public Records Act.

29.2 Except for routine file maintenance material, an employee will receive a copy of any document prior to being placed in the employee's personnel file. An employee that wishes to review his file shall request a meeting with the Human Resources Director at least twenty-four (24) hours in advance. The employee shall review the file in the presence of the Human Resources Director or designee.

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ARTICLE 30. STRIKES, STOPPAGES, AND LOCKOUTS

30.1 During the term of this Agreement, the County shall not lock out any employees. In the event the County violates this provision, the Union shall be free to take such appropriate legal and administrative action as may be available under relevant law or regulation.

30.2 No employee shall:

30.2.1 engage in any strike, work stoppage, or refusal to perform his assigned duties;

30.2.2 withhold, curtail, or restrict services;

30.2.3 interfere with the operations of the County; or

30.2.4 encourage others to engage in any of the above actions.

30.3 In the event a bargaining unit employee engages in any of the actions identified in this Article, the employee may be disciplined and it shall be the responsibility of the Union, within twenty-four (24) hours of a request by the County, to:

30.4 Disavow such action by employees and notify the County Manager that such action by employees has not been called or sanctioned by the Union

30.4.1 Take all reasonable steps to notify employees of its disapproval of such actions and encourage employees to cease and desist therefrom and return to work; and

30.4.2 Provide a copy of the written notice given to the employees to the County Manager.

30.4.3 The County retains the right to pursue legal and/or administrative action for any violation of this Article.

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ARTICLE 31. NONDISCRIMINATION

- 31.1 The County and the Union shall not discriminate against any employee based on race, color, religion, age, sex (including pregnancy, gender identity and sexual orientation), national origin, age, disability or genetic information, spousal affiliation, creed, national origin, political affiliation, Union membership or non-membership, veteran status, or disability. The County shall not encourage or discourage membership in the Union.
- 31.2 Any allegation of discrimination of the nature set forth in this Article shall be pursued under the procedures set forth in applicable Federal or State statutes and regulations and County policies, with the EEOC, Human Rights Division, Worker's Compensation Administration, Wage and Hour Division, etc., or in accordance with such other appropriate statutory or administrative procedures. This article shall not be grievable.

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ARTICLE 32. LEGAL PROTECTION

32.1 An employee named in a civil action relating to the performance of his/her duties in the course and scope of employment shall be covered and subject to the provisions of the New Mexico Tort Claims Act (Section 41-4-1 et. seq., NMSA 1978, or as amended) and subject to applicable future legislation.

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ARTICLE 33. WHISTLEBLOWER PROTECTION

33.1 Employees shall have the right, without interference or fear or penalty of 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 involved 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 34. BARGAINING UNIT INFORMATION

34.1 Upon written request from the Union President, but not more often than twice a year, the County will provide a listing of bargaining unit information electronically and in Excel format that includes the following information:

- 34.1.1 Name;
- 34.1.2 Department;
- 34.1.3 Date of Hire;
- 34.1.4 Title;
- 34.1.5 Hourly Rate.

34.2 The information provided shall be kept confidential by the Union and shall only be used for the purpose of administering the Agreement.

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ARTICLE 35. TRANSPORTS

35.1 Transport officers are responsible for the safety and security of their assigned vehicles and the inmates being transported. Therefore, employees on transport will be paid for all hours worked while on a transport.

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ARTICLE 36. K-9 UNITS

36.1 LCDC may, in its discretion, operate one or more K-9 units and the LCDC Director will be solely responsible for the appointment or designation of the K-9 Officer/Handler.

36.2 The K-9 Officer/Handler shall receive a monetary, annual reimbursement in the amount of \$3,250.00 for the daily care and maintenance of the LCDC animal. Payment will be made in twelve equal monthly installments and may be pro-rated when necessary or appropriate, such as when the K-9 Officer/Handler is unable to care for or maintain the animal for more than one pay period.

36.3 LCDC will maintain an open purchase order or P-Card for the purchase of food, medical care and authorized equipment.

36.4 The K-9 Officer/Handler's shift assignment and special or other work assignments will be at the discretion of the LCDC Director and may be changed as deemed necessary by the LCDC Director with call-in and overtime to be paid as provided in this Agreement.

36.5 The K-9 Officer/Handler may only removed from this assignment or the assignment eliminated at the discretion of the LCDC Director for just cause, which includes but is not limited disciplinary reasons, budgetary reasons, injury and conclusion of the animal's service career.

36.6 At the conclusion of the animal's career or elimination of the assignment, the K-9 Officer/Handler shall be afforded the opportunity to obtain ownership of the animal, provided the end of the program is not a result of disciplinary action or unsatisfactory performance by the K-9 Officer Handler.

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ARTICLE 37. COPIES AND DISTRIBUTION OF AGREEMENT

37.1 A master copy of the Agreement will be provided to each party. Management is responsible for reproducing enough copies for distribution to the management staff and for explaining the Agreement to the management staff. The Union is responsible for reproducing sufficient copies for the bargaining unit employees and for distributing and explaining the Agreement to the bargaining unit employees. A copy of the collective bargaining agreement will be placed on the County's website.

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ARTICLE 38. COMPLETE AND ENTIRE AGREEMENT

38.1 This Agreement specifically describes the entire agreement between the County and AFSCME. There are no other agreements, memoranda of understanding, or any other express or implied agreements between the parties and the parties have had the opportunity to negotiate on all items. Any matters not addressed in this Agreement are retained management rights. All amendments to or modifications of this Agreement must be by written mutual agreement and shall be of no force or effect until ratified and approved by the County Manager and AFSCME.

38.2 The County and AFSCME for the duration of this Agreement each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to wages, hours, or any other terms and conditions of employment unless mutually agreed in writing otherwise, even though the specific subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or executed this Agreement.

38.3 If the Detention Center desires to modify any SOP or the County desires to modify the County Personnel Rules or Regulations, it shall first provide the Union with written notice of the proposed change. If the change impacts a term or condition of employment, the Union may request to meet and confer within seven (7) days of receipt of the written notice. If the Union requests to meet and confer, the Detention Center and/or the County Human Resources shall, prior to implementing the proposed change, meet with the Union in good faith at least once to discuss the proposed changes and the need for the changes.

38.4 Prior to issuance of the aforementioned written notice, the County will provide the proposed changes and the parties will meet in good faith to discuss alternatives to the proposed changes.

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ARTICLE 39. TERM OF AGREEMENT

39.1 This agreement shall be effective on the first full pay period following ratification/approval by the Union membership and the County Commission and signature by the Union President and the Chairperson of the County Commission. This agreement shall remain in full force and effect through June 30, 2023. Either party may request in writing the opening of negotiations of wages and two (2) other items identified by each party by filing such request no earlier than April 1 and no later than May 1 of 2021 and 2022. Either party may request in writing the opening of negotiations for a successor agreement by filing such request no earlier than April 1, 2023, and no later than May 1, 2023.


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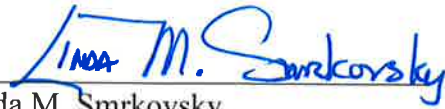

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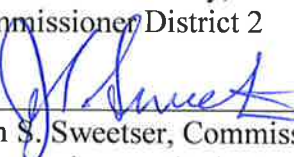

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SIGNATURES


LUNA COUNTY D/B/A LUNA COUNTY DETENTION CENTER

By 
Barbara L. Reedy, Chair
Commissioner District 1

By 
Linda M. Smrkovsky,
Commissioner District 2

By 
John S. Sweetser, Commissioner
Commissioner, District 3

AFSCME, COUNCIL 18, LOCAL 2061

By 
Robert C. Trombley,
Public Safety Coordinator
Staff Representative
AFSCME Council 18

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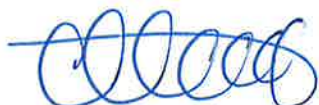
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LCDC BARGAINING UNIT

<u>Name</u>	<u>Current Base Pay</u>	<u>New Base Pay</u>	<u>Δ</u>	
Aguilar, Steven	\$14.00	\$14.24	\$0.24	SORT
Allison, Mary	\$15.57	\$15.81	\$0.24	
Armendariz, Dustin	\$15.70	\$15.94	\$0.24	K-9
Armendariz, Patricia	\$17.67	\$17.91	\$0.24	
Arreola, Wendy	\$18.00	\$18.24	\$0.24	
Aude, Jesus	\$15.70	\$15.94	\$0.24	Transport
Baeza, Sylvia	\$17.56	\$17.80	\$0.24	
Bridle, Andreana	\$12.33	\$13.00	\$0.67	
Caballero, Lucio	\$24.58	\$24.82	\$0.24	
Calderon, Jose	\$14.00	\$14.24	\$0.24	
Calderon, Linda	\$17.06	\$17.30	\$0.24	
Carreon, Miguel	\$24.05	\$24.29	\$0.24	
Casillas, Richard	\$18.00	\$18.24	\$0.24	
Chappell, Francis	\$16.33	\$16.57	\$0.24	
Chavez, Richard	\$12.33	\$13.00	\$0.67	
Chayrez, Fabian	\$14.00	\$14.24	\$0.24	SORT
Delgado, Jonathan	\$18.00	\$18.24	\$0.24	SORT LEAD
Duran, Daniel	\$14.00	\$14.24	\$0.24	
Esparza, Angel	\$12.33	\$13.00	\$0.67	
Esparza, Stephanie	\$14.00	\$14.24	\$0.24	
Felix, Jaqueline	\$12.33	\$13.00	\$0.67	
Flores, Kristen	\$14.33	\$14.57	\$0.24	SORT/SMU
Gallegos, Javier	\$23.58	\$23.82	\$0.24	
Gallosa, Gabriel	\$12.33	\$13.00	\$0.67	
Garay, Denise	\$14.00	\$14.24	\$0.24	
Garner, Clinton	\$14.00	\$14.24	\$0.24	SMU
Gigante, Garret	\$15.70	\$15.94	\$0.24	
Gonzales, Dolores	\$14.76	\$15.00	\$0.24	
Gooding, Mary	\$29.88	\$30.12	\$0.24	
Grimes, Samantha	\$14.00	\$14.24	\$0.24	Booking
Gutierrez, Jose	\$14.00	\$14.24	\$0.24	SORT/SMU
Harvey, Caitlan	\$14.00	\$14.24	\$0.24	Booking
Hernandez, Macario	\$12.88	\$13.12	\$0.24	
Herrera, Nora	\$14.00	\$14.24	\$0.24	SORT/SMU
Lessau, Crystal	\$24.58	\$24.82	\$0.24	
Lozano, Elian	\$14.00	\$14.24	\$0.24	SMU
Martin, Juan Salvador	\$12.33	\$13.00	\$0.67	
Martinez, Angelique	\$14.00	\$14.24	\$0.24	Booking
Martinez, Georgina	\$14.00	\$14.24	\$0.24	SMU
Martinez, Linda	\$14.00	\$14.24	\$0.24	Booking
Mendez, Manuel	\$14.00	\$14.24	\$0.24	
Milo, Michael	\$18.00	\$18.24	\$0.24	
Nevarez, Luis	\$12.33	\$13.00	\$0.67	
Nunez, Jesus	\$14.00	\$14.24	\$0.24	Booking
Pena, Gabriel	\$15.70	\$15.94	\$0.24	

Perea, Amy	\$14.00	\$14.24	\$0.24	SMU
Porras, Adrian	\$12.33	\$13.00	\$0.67	
Quiroz, Betty	\$15.57	\$15.81	\$0.24	
Ramirez, Victor	\$14.00	\$14.24	\$0.24	SMU
Rangel, Alondra	\$14.00	\$14.24	\$0.24	
Renteria, Mateo	\$14.24	\$14.48	\$0.24	
Rodriguez, Christopher	\$12.33	\$13.00	\$0.67	
Rodriguez, Isaiah	\$12.33	\$13.00	\$0.67	
Salaiz, Lydia	\$18.20	\$18.44	\$0.24	
Santiestevan, John	\$12.33	\$13.00	\$0.67	
Sherbutt, Jessie	\$17.56	\$17.80	\$0.24	
Snyder, Alex	\$14.00	\$14.24	\$0.24	Booking
Soledad, Nicolas	\$12.33	\$13.00	\$0.67	
Townsend, David	\$18.00	\$18.24	\$0.24	
Vasquez, Jose	\$12.33	\$13.00	\$0.67	SMU
Villegas, Gavin	\$14.00	\$14.24	\$0.24	
Wainwright, Jeremy	\$14.00	\$14.24	\$0.24	SMU
Wilkerson, Danielle	\$12.33	\$13.00	\$0.67	
Wilson, Adelene	\$12.33	\$13.00	\$0.67	
Zamora, Antonio	\$12.33	\$13.00	\$0.67	
Open DO	\$12.33	\$13.00	\$0.67	
Open DO	\$12.33	\$13.00	\$0.67	
Open DO	\$12.33	\$13.00	\$0.67	
Open DO	\$12.33	\$13.00	\$0.67	
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Open DO	\$12.33	\$13.00	\$0.67	
Open DO	\$12.33	\$13.00	\$0.67	
Open DO	\$12.33	\$13.00	\$0.67	
Open DO	\$12.33	\$13.00	\$0.67	
Open DO	\$12.33	\$13.00	\$0.67	
Open DO	\$12.33	\$13.00	\$0.67	
TOTALS	\$1,163.10	\$1,194.96	\$31.86	
ANNUAL	\$2,540,210.40	2,609,814.48	Difference \$69,604.08	
2% jh	\$46,985.00			



04/01/2021



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