

AGREEMENT
BETWEEN
LUNA COUNTY
AND
AFSCME COUNCIL 18
SHERIFF'S BARGAINING UNIT

Effective: May 13, 2021 through June 30, 2023
As Amended April 27, 2022

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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 1764 (hereinafter referred to as “ASFCME” or “the Union”). This Agreement delineates the rights of employees, AFSCME, and the County, and assures at all times the orderly, uninterrupted, and efficient delivery of quality services to the County and its citizens.

ARTICLE 1. RECOGNITION

1.1 Luna County recognizes the AFSCME as the sole and exclusive collective bargaining representative for non-probationary patrol squad employees in the positions of Deputy, Corporal, Sergeant and Lieutenant, and non-probationary criminal investigative division employees in the positions of Investigator, Sergeant Investigator and Lieutenant Investigator as certified in the appropriate bargaining unit. 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.

1.3 Non-probationary for the purpose of this Agreement is defined as an employee who has completed the twelve (12) month probation as a new employee with a Luna County department without a break in service but does not include positional probation for promoted employees.

ARTICLE 2. MANAGEMENT RIGHTS

2.1 Luna County retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it 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 Sheriff's Office ("LCSO") retain all rights to manage, direct, or supervise the operations of the Sheriff's Office and its employees. Subject to the terms of this Agreement, the County and the LCSO 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 organization and its operations;
- 2.2.4 to direct employees of the 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 the 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 LCSO 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 Sheriff's Office Standard Operating Procedures and Administrative Policies, Procedures and Directives, County Safety Handbook, and/or other County policies or as these items are amended. If items are not in the policies, such will be left to management discretion.

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.

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.

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 LCSO 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.

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 LCSO 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 LCSO. 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.

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 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.

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.

ARTICLE 5. EXAMINATIONS

5.1 Employees may be required to take and pass a medical examination at any time with reasons for the exam stated, 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 the County. The employee may request FMLA as applicable.

ARTICLE 6. RETURN TO WORK RELEASE

6.1 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.

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

6.3 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.

6.4 **Worker's Compensation.** Employees injured on the job or suffering from occupational diseases as defined in the Worker's Compensation Act, Section 52-1-1 et seq., NMSA 1978, may receive Worker's Compensation benefits as prescribed by law.

6.5 **Leave Pay.** An employee injured on the job may use accrued PTO for each regularly scheduled work day after the injury occurs for all such days not paid by Worker's Compensation. If an employee is on Worker's Compensation time for more than four weeks, and is entitled to compensation for the first seven days and has used accrued leave for the first fifty-six (56) hours of injury, the worker's compensation payment received for all such days shall be paid directly to Luna County by the Worker's Compensation carrier. The fifty-six (56) hours paid to the employee by Worker's Compensation shall be returned to Luna County as credit for leave taken.

6.6 **Reporting Procedure.** All work related injuries must be reported to the Sheriff or his or her designee. An employee signed Notice of Accident Form must be filed with the Loss Prevention within 15 days of accident.

6.7 **Medical Procedures.** All medical procedures shall comply with the regulations of the New Mexico Workers Compensation Act.

6.8 **Return To Work.** An employee shall return to his or her former position or be reassigned to a comparable position if a physician certifies that the employee can return to work. All return to work procedures shall comply with the regulations of the New Mexico Workers Compensation Act.

6.9 **Modified Work Schedule.**

6.9.1 An employee returning from worker's compensation disability may return to modified duty if an appropriate position is available and does not present a hardship, inconvenience or additional cost to Luna County. A physician must certify that the employee can return to the modified work schedule.

6.9.2 As allowed by law, the conditions of modified duty will be determined by the employee's Elected Official or Department Director in consultation with the County Manager.

ARTICLE 7. LIGHT DUTY

7.1 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 upon written request by the employee 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.

ARTICLE 8. ISSUED EQUIPMENT

8.1 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 it is 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. 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.

ARTICLE 9. UNIFORMS

9.1 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.

ARTICLE 10. HEALTH AND SAFETY

10.1 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.

ARTICLE 11. TRAINING

11.1 Employees will complete all required training including, but not limited to, Risk Awareness Program (RAP) training and training to maintain certifications. Training 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.

11.2 A Training Recommendation Committee ("TRC"), consisting of the Union President, or designee, the Luna County Sheriff, 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.

11.3 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 briefing/training to employees may be grounds for disciplinary action.

ARTICLE 12. INTERNAL INVESTIGATIONS

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

12.2 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 current departmental and County policies regarding internal investigations or administrative investigations.

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

12.4 Investigations extending beyond thirty (30) days must be reviewed by the Sheriff and extensions allowing the investigation to continue may only be granted for good cause. Absent good cause, the investigation must be closed and allegations dismissed with prejudice.

12.5 When an extension is granted, a written notice containing the good cause and period of extension must be issued.

ARTICLE 13. DISCIPLINARY ACTIONS

13.1 General Provisions.

13.1.1 The County shall discipline employees only for just cause.

13.1.2 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.

13.1.3 All disciplinary action, constructive criticism, or counseling shall be conducted in private.

13.1.4 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.

13.1.5 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 Intent to Discipline shall also identify any policy, regulation, procedure or statute violated.

13.1.6 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.

13.1.7 Prior to the final disciplinary action of suspension, demotion or dismissal, a Pre-Determination hearing shall be held.

13.1.8 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 Discipline.

13.1.9 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.

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

13.2.1 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.

13.2.2 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.

13.2.3 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.

13.2.4 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.

13.2.5 Corrective Action.

Corrective Action may be imposed at or in lieu of any level of discipline, except dismissal, and should be related to the misconduct that led to discipline and designed to prevent similar incidents in the future. Corrective Action includes but is not limited to additional training, education, policy review, revision or creation, procedures review, revision or creation and additional certification.

13.3 Procedure/Written Reprimands.

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

13.3.2 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.

13.4 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.

ARTICLE 14. GRIEVANCE AND ARBITRATION PROCEDURE

14.1 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.

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

14.2.1 Identification of the specific Article and language in the Agreement that applies.

14.2.2 Identification of the action or inaction that generated the grievance.

14.2.3 The management employee involved.

14.2.4 The date of the alleged violation.

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

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

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

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

14.5 Grievance Steps.

14.5.1 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 latter of the commission or omission of the act that generated the grievance or the discovery of the commission or omission of the act by the grieving party and within five (5) working days, the parties (Employee and Luna County Sheriff) 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.

14.5.2 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.

14.5.3 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.

14.6 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.

14.7 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 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.

14.8 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.

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

14.10 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.

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

14.12 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.

ARTICLE 15. SENIORITY

15.1 Department Seniority

Department Seniority is defined as the length of continuous employment from the last date of hire with the County's Sheriff's Office.

15.2 General Seniority

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

15.3 Job Seniority

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

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

**ARTICLE 16. CONTRACTING AND SUBCONTRACTING OF BARGAINING
UNIT WORK**

16.1 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 the County.

16.2 Prior to contracting out any positions covered by the bargaining unit, the County will provide the Union President with written notice of such intent to contract out work.

16.3 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.

ARTICLE 17. REDUCTION IN FORCE

17.1 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.

17.2 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.

17.3 Bargaining unit employees subject to a reduction in force shall be laid off in reverse order of hire with the Sheriff's Office and recalled in seniority order, unless otherwise agreed pursuant to section 17.2.

17.4 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.

17.5 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.

ARTICLE 18. SHIFT BIDDING PILOT PROGRAM

18.1 The County will adopt a shift bid procedure for Sheriff's Office bargaining unit employees as a pilot program. Bargaining unit employees will bid for shifts every six (6) months in June and December of each year to take effect the first full pay period in July and January. Shift bidding will be conducted under the supervision of the Sheriff or designee and observed by the Union President.

18.2 Shift bidding will be limited to ensure balance of experienced and newer employees within each rank. Employees will bid based on seniority within rank. Bids will include all patrol shifts.

18.3 Investigative, Civil Process, and Court Security shifts will remain as currently operated, subject to the Sheriff's right of assignment.

18.4 The County maintains the right of assignment of bargaining unit employees based on the needs of the County.

18.5 The pilot program will be reviewed by the parties at least bi-annually and may be discontinued at any time at the discretion of the Sheriff.

ARTICLE 19. HOURS OF WORK - STAFFING

19.1 Hours of work and work schedules are established by the County/Sheriff or designee. Employees will be assigned to work shifts with starting and quitting times. Work schedules will be posted in places in the facility frequented by the employees.

19.2 Employees shall not work beyond their regular assignment without prior authorization from Sheriff or designee. Overtime is a condition of employment and will be assigned to bargaining unit employees by the Sheriff or designee. Overtime is subject to the approval of the Sheriff or designee(s).

19.3 An employee who without good cause fails or refuses to work overtime will be considered to have provided just cause for disciplinary action including possible termination.

19.4 An employee called back to work will be paid for all hours worked.

19.5 Any employee who, without good cause, fails to report to work for three (3) consecutive shifts without prior notice to management shall be deemed to have provided just cause for termination of employment.

19.6 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.

19.7 All employees will complete and submit timesheets in a timely manner and as directed by management. Failure to accurately complete the timesheet, timely submit the timesheets, or falsification of a timesheet may result in disciplinary action. Failure to follow the regulations and directives regarding timesheets will be considered a violation of policy and may result in disciplinary action.

ARTICLE 20. BREAKS AND MEAL TIME

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

ARTICLE 21. COMPENSATION

21.1 **WAGES.** Effective the first full pay period following the ratification and signature of this Agreement, bargaining unit employees will receive compensation as follows:

21.1.1 **Patrol Deputies:** Bargaining unit employees serving as certified patrol deputies will receive a base rate of pay of not less than \$18.75 per hour. Non-certified deputies shall receive a base rate of pay of \$15.00 per hour.

21.1.2 **Patrol Corporals:** Bargaining unit employees serving as patrol corporals shall receive a base pay rate of not less than \$19.50 per hour.

21.1.3 **Patrol Sergeants:** Bargaining unit employees serving as patrol corporals shall receive a base pay rate of not less than \$21.50 per hour.

21.1.4 **Investigators:** Bargaining unit employees serving as Investigators in CID shall receive a base pay rate of not less than \$20.50 per hour.

21.1.5 **Sergeant Investigators:** Bargaining unit employees serving as Sergeant Investigators in CID receiving a base pay rate of not less than \$22.50 per hour.

21.2 **PAY PERIOD.** The wages of bargaining unit employees shall be paid biweekly.

21.3 **SPECIALTY ASSIGNMENT COMPENSATION.** Qualifying bargaining unit employees serving in the following specialty assignments shall receive annual compensation in addition to their base hourly rate. Bargaining unit employees may receive compensation for no more than three (3) specialty assignments annually. The standards or basic requirements for each Specialty Assignment shall be set in consultation with the Union, but absent agreement, shall be in the Sheriff's discretion. The designation of each Special Assignment shall be made by the Sheriff, in consultation with the Union. In the absence of agreement, the Sheriff retains discretion to appoint, 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 action or inaction, he/she shall be ineligible for that Specialty Assignment for the remainder of that fiscal year and the succeeding one. Designations may be cancelled by the Sheriff in his discretion and paid on a monthly basis after each month of service in the position as well as for the individual designated to fulfill the remainder of the fiscal year.

21.3.1 **Certified Taser Instructors (2):** \$750.00 annually, prorated and paid on a monthly basis.

21.3.2 **Certified Field Training Officers (4):** \$750.00 annually, prorated and paid on a monthly basis.

21.3.3 **Evidence Custodians (2):** \$750.00 annually, prorated and paid on a monthly basis.

21.3.4 **Firearms Instructors (2):** \$750.00 annually, prorated and paid on a monthly basis.

21.3.5 **SFST Instructor (1):** \$750 annually, prorated and paid on a monthly basis.

21.3.6 **Key Operator (2):** \$750 annually, prorated and paid on a monthly basis.

21.4 OFFICER-IN-CHARGE (OIC) COMPENSATION. Effective the first full pay period following the ratification and signature of this Agreement, bargaining unit non-supervisory employees of the patrol division who are required to serve in the capacity of OIC during any patrol shift, either on a regularly scheduled work day, while covering shift for another employee during any other shift, or in any other circumstance, and due to the unavailability during that patrol shift of a patrol division supervisor (Lieutenant, Sergeant, Corporal), the employee acting as OIC shall be compensated for actual hours worked as OIC at the additional rate of \$1.00 per hour. When feasible, the OIC will be designated in advance by the Lieutenant or a superior officer. When not feasible, the OIC will be the senior officer on shift, subject to approval of the Lieutenant or a superior officer, if the Lieutenant is unavailable. All time spent as OIC must be specifically designated on the time-sheet and verified and initialed by the Lieutenant or a superior officer, if the Lieutenant is unavailable.

21.5 TEMPORARY ASSIGNMENTS.

21.5.1 A temporary assignment occurs when an employee is assigned additional, significantly higher-level duties to meet operation needs or in order to temporary fill a vacant position.

21.5.2 An Employee performing a temporary assignment shall receive an increase of 5% or the minimum of the range, at the discretion of Sheriff.

21.5.3 Temporary assignments are to fill temporary openings and the temporary compensation shall end on the date the employee resumes regular duties. Temporary assignments shall be for up to six (6) months and may be extended up to twelve (12) months, for good cause.

21.6 ON-CALL PAY

21.6.1 Generally, the only Employee scheduled to be on-call, for purposes of this Article, is the on-call CID Employee but may include other Employees with the approval of the Sheriff.

21.6.2 The on-call CID Employee shall be entitled to on-call pay in accordance with the Fair Labor Standards Act.

21.6.3 For each day on-call, the on-call CID Employee will receive two (2) hours of regular pay. On-call time does not count as time worked unless the Employee is actually called out.

21.6.4 For call outs exceeding two (2) hours per day, the employee will be paid for actual hours worked at the appropriate rate of pay, either regular or overtime (1.5x regular pay).

21.7 PHYSICAL TRAINING TIME

21.7.1 Bargaining unit employees can use one (1) hour (PT Hour) of each scheduled shift at the end of the regularly scheduled shift, unless otherwise approved by their supervisor, for physical training.

21.7.2 The PT Hour is not a right but a benefit and is, therefore, subject to the needs of the Department and must be approved by the shift supervisor.

21.7.2 Employees must engage in physical training during the PT Hour and cannot receive or be entitled to compensation from any other source.

21.7.3 Violation of the provisions regarding PT Hour will result in the Employee's suspension or loss of the right to claim their PT Hour.

ARTICLE 22. OVERTIME

22.1 Effective the first full pay period following the ratification and signature of this Agreement, overtime compensation for bargaining unit employees will be calculated and paid for all hours worked in excess of eighty (80) hours in a fourteen (14) day pay 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.

22.2 NON-GRANT-FUNDED OVERTIME PROJECTS. Non-grant-funded overtime projects will be offered to all bargaining unit employees. Notice of availability and sign-up sheets for these overtime projects shall be posted at a minimum on the bulletin board outside the patrol squad room and emailed to all employees at their County-provided email addresses. Sign-up sheets shall include at least three (3) alternate positions. Bargaining unit employees may voluntarily submit their personal cell phone numbers as a means of contact by phone call or text message, but the failure to submit will not cause him/her to be subject to disciplinary action but may result in those employees not being contacted for last-minute or emergency call-ins. All deputies are subject to emergency call-ins or returns to work regardless of method of contact and failure to respond may result in discipline. If no bargaining unit employee accepts the overtime assignment, bargaining unit employee(s) may be mandated to work the overtime project on a rotating basis in reverse order of seniority by the Sheriff or his/her designee. The rotation sheet shall be posted on the bulletin board outside the patrol squad room and emailed to all employees at their County-provided email addresses. Employees shall be responsible for ensuring that Notices of Unavailability, in the form provided for Court purposes, are delivered to their Lieutenant and accurately reflected on the rotation sheet prior to commencing leave or unavailability periods.

22.3 GRANT-FUNDED OVERTIME PROJECTS. Grant-funded-overtime projects availability are subject to the complete discretion of the Sheriff. Notice of availability and sign-up sheets, if required by the grant, shall be posted at a minimum on the bulletin board outside the patrol squad room, and emailed to all bargaining unit employees at their County-provided email addresses. Sign-up sheets shall include at least three (3) alternate positions. Bargaining unit employees may voluntarily submit their personal cell phone numbers as a means of contact by phone call or text message, but the failure to submit will not cause him/her to be subject to disciplinary action but may result in those employees not being contacted for last-minute or emergency call-ins. Bargaining unit employees shall be paid overtime when working grant-funded overtime projects at the rate specified by the grant, or if no such specification, at the rate of 1.5 times their base hourly rate. In the event a bargaining unit employee is mandated to work a grant-funded-overtime project during his/her regularly scheduled shift, he/she shall receive administrative leave for all hours he/she is required to be absent from his/her regularly scheduled shift while working the overtime project, and those hours shall not be charged against his/her accrued leave.

22.4 USE OF LEAVE TO WORK OVERTIME PROJECTS. Bargaining unit employees may exercise the option of using accrued leave from their regularly scheduled shift to work grant-funded overtime projects. The bargaining unit employee shall request and receive permission for such leave from a supervisor in order to ensure adequate shift coverage prior to taking such leave to work the overtime project.

ARTICLE 23. COURT TIME

23.1 Employees required to appear in Court on County business under court order or in preparation for a court appearance as a part of their duties and responsibilities shall be compensated at the applicable rate of pay while in court. A copy of the subpoena or other document shall be provided to management upon receipt.

23.2 Employees required to work on a scheduled day off will be paid the greater of a minimum of two (2) hours or actual time for court appearances, administrative hearings or preparation for pending cases. Such time is time worked and shall be included as time worked for the purpose of computing overtime.

23.3 Preparation for pending cases includes but is not limited to: depositions; interviews with the district attorney or defense counsel; and evidence testing.

ARTICLE 24. HOLIDAYS

24.1 Bargaining unit members will receive holiday pay for all holidays designated by the County. In the event the actual date of a holiday designated by the County falls on a weekend but is designated by the County as a holiday on a weekday, bargaining unit members serving in the patrol division will be paid holiday pay for the actual date of the holiday, CID will be paid on the recognized holiday.

24.2 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.

24.3 The only employees not eligible for holiday pay are those on disciplinary leave without pay or suspension.

24.4 All bargaining unit members will receive the equivalent of eight (8) hours of regular pay for each County holiday, as declared by the Board of County Commissioners. Employees, other than CID, will receive the Holiday Pay in the pay period in which the actual holiday falls. CID employees will receive the Holiday Pay in the pay period in which the County recognized holiday falls. Holiday pay does not count as hours worked.

ARTICLE 25. LEAVES

25.1 Requests for leave from the Patrol Division must be submitted electronically through the Luna County Intranet or NovaTime program no more than six (6) months and no less than seven (7) days in advance, absent emergency circumstances. Requests must be sent to and received by at least one of the on-duty command staff in the following order:

- 25.1.1 Immediate supervisor, or designee;
- 25.1.2 Shift Lieutenant;
- 25.1.3 Patrol Captain;
- 25.1.4 Administrative Captain;
- 25.1.5 Executive Secretary to the Sheriff; or
- 25.1.6 Sheriff.

25.2 Requests for leave from the CID Division must be submitted electronically through the Luna County Intranet or NovaTime program no more than six (6) months and no less than seven (7) days in advance, absent emergency circumstances. Requests must be sent to and received by at least one of the on-duty command staff in the following order:

- 25.1.1 Immediate supervisor, or designee;
- 25.1.2 Shift Lieutenant;
- 25.1.3 Administrative Captain;
- 25.1.4 Patrol Captain;
- 25.1.5 Executive Secretary to the Sheriff; or
- 25.1.6 Sheriff.

25.3 Reasonable efforts will be made to accommodate employee requests, subject to supervisor discretion and departmental needs with approval not to 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.

25.4 In instances of competing requests, Departmental Seniority will control, subject to supervisor discretion and departmental needs.

25.5 Requests for leave for planned events, such as surgery, weddings, graduation can be submitted earlier than six (6) months with supervisor approval.

25.6 Requests for time off are approved by the appropriate chain of command.

ARTICLE 26. INSURANCE

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

ARTICLE 27. OUTSIDE EMPLOYMENT

27.1 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.

ARTICLE 28. PERSONNEL RECORDS

28.1 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. Except for routine file maintenance material, an employee will receive a copy of any document prior to it 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.

ARTICLE 29. STRIKES, STOPPAGES, AND LOCKOUTS

29.1 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.

29.2 No employee shall:

29.2.1 Engage in any strike, work stoppage, or refusal to perform his assigned duties; withhold, curtail, or restrict services;

29.2.2 Interfere with the operations of the County; or

29.2.3 Encourage others to engage in any of the above actions.

29.3 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:

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

29.3.2 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

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

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

ARTICLE 30. NONDISCRIMINATION

30.1 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.

30.2 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.

ARTICLE 31. LEGAL PROTECTION

31.1 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).

ARTICLE 32. WHISTLEBLOWER PROTECTION

32.1 Employees shall have the right, without interference or fear of 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.

ARTICLE 33. BARGAINING UNIT INFORMATION

33.1 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:

- 33.1.1 Name;
- 33.1.2 Department;
- 33.1.3 Date of Hire;
- 33.1.4 Title;
- 33.1.5 Hourly Rate.

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

ARTICLE 34. PROMOTION

34.1 Purpose: It is the intent of Luna County to promote the highest qualified person willing to accept the responsibility of leadership and management to vacant positions within the Sheriff's Office. This policy will serve as a guideline to accomplish this in a manner which is fair and impartial to all applicants.

34.2 Policy: When a position of promotion opens up within the department it is encouraged that all qualified personnel apply for the position.

34.2.1 The vacancy shall be posted for a minimum ten (10) business office work days.

34.2.2 Qualifications for the position will be set by the Sheriff and will include holding the rank below the open position, when appropriate.

34.2.3 The employee must submit a letter of interest detailing his/her qualifications for the position to the Sheriff or designee.

34.2.4 When a waiver is requested, the Sheriff will convene a panel consisting of one representative from management, one from the union and one from human resources to make a recommendation regarding the grant of the requested waiver.

34.2.5 The candidate being selected for the promotion will be on positional probation for a period of one year and is eligible to apply for other open positions after thirty (30) days of employment but is limited to one promotion during the probationary period.

34.3 The promotional process is calculated in the following manner:

34.3.1 10% overall evaluation by the Sheriff based on factors set out by the Sheriff at the time of posting the position.

34.3.2 10% for seniority with points split equally between General Seniority and Departmental Seniority.

34.3.3 40% written examination.

34.3.4 40% oral examination.

34.3.5 After all testing processes are completed, the candidate can review the results of their test.

34.3.6 The Sheriff will set minimal requirements.

34.3.7 The Sheriff will ensure all elements used in the promotional process are job related.

34.4 Oral interview

34.4.1 The Sheriff will appoint a board of four people to be involved in the interview process for the Sheriff's Office. The board may consist of Human Resources personnel and outside agency personnel.

34.4.2 The questions will be standardized, concerning the current job tasks. Each assessor will give a score as to how the question was answered. A total of all points will be tallied and provided to the Sheriff for his review.

34.4.3 Each applicant will receive a written notice as to testing dates and upon successful completion of the test, interview times will be advised.

34.5 Written Testing

34.5.1 A written test will be given when two or more qualified candidates apply for a position. In the event there is only one candidate, a written test is not required unless the sole candidate does not score at least (80%) on the oral interview. Once applicants have taken the written test and turned them in for grading the results of the test will be forwarded to the Sheriff for his review.

34.5.2 Any specialized testing deemed necessary by the Sheriff will be conducted by a member of the department who can objectively interpret the testing process.

34.5.3 Upon completion of the testing process. All applicants will be notified, in writing, by the Sheriff or his designee of the candidates' disposition.

34.5.4 The Sheriff will review the results of the entire promotional process and will notify the candidate about the promotion.

34.5.5 When a candidate fails to achieve a passing score on either the written test or oral interview, the candidate will not be eligible for that position for six (6) months thereafter, unless a waiving is requested and granted by the Sheriff. Passing scores for competitive positions are 70% on both the test and interview. Passing scores for sole applicants are 80% on the test and 70% on the interview.

34.6 Captains

34.6.1 With the addition of Lieutenants to the bargaining unit, the position of Patrol Captain will be subject to the hiring process in this Article.

34.6.1 Despite the addition of Lieutenants to the bargaining unit, the position of Administrative Captain will be exempt from the hiring process in this Article but will be subject to the hiring requirements set by the Human Resources Department.

ARTICLE 35. ROTATING DAYS OFF

35.1 Bargaining unit employees within patrol will rotate days off in accordance with the schedule adopted by the parties.

35.2 The Sheriff or his designee may temporarily alter an employee's days off based on the needs of the Sheriff's Office, not to exceed the reasonable time necessary to address the need giving rise to alteration.

ARTICLE 36. COPIES AND DISTRIBUTION OF AGREEMENT

36.1 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.

ARTICLE 37. COMPLETE AND ENTIRE AGREEMENT

37.1 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.

37.2 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.

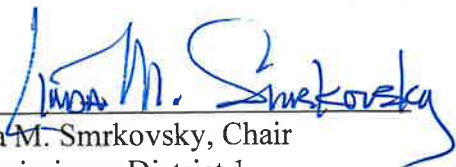
37.3 If the Sheriff's Office desires to modify any SOP or the County desires to modify the County Personnel Rules or Regulations, it shall first provide the Union with written notice of the proposed change. If the change impacts a term or condition of employment, the Union may request to meet and confer within fourteen (14) days of receipt of the written notice. If the Union requests to meet and confer, the Sheriff's Office 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.

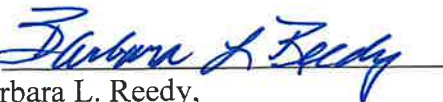
ARTICLE 38. TERM OF AGREEMENT


38.1 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 not 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.

SIGNATURES:

LUNA COUNTY d/b/a
LUNA COUNTY SHERIFF'S OFFICE

By 
Linda M. Smrkovsky, Chair
Commissioner District 1

By 
Barbara L. Reedy,
Commissioner District 2

By 
John S. Sweetser, Commissioner
Commissioner, District 3

AFSCME, COUNCIL 18, LOCAL 1764

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