

**AFSCME Local 2499 MDC
Contract**

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AGREEMENT

Entered into between the County of Bernalillo, hereinafter referred to as the "County" and AFSCME Council 18, Local 2499, hereinafter referred to as the "Union" and will take effect the first full pay period following ratification by the bargaining unit employees, approval by the County Commission, and signature by the President of AFSCME Local 2499 and the County Commissioners and shall expire June 30, 2024.

In applying this Agreement, the use of the masculine gender herein, shall be construed to include the feminine gender. The use of the singular shall be construed to include the plural.

NOW THEREFORE IT IS AGREED:

ARTICLE 1

PURPOSE

- 1.1 It is the purpose of this Agreement to promote and maintain harmony, cooperation and understanding among the County, its employees, and the Union in fulfilling their mutual and respective obligations.
- 1.2 It is further the purpose of this Agreement to provide orderly and constructive labor management relations between the County and the Union and to secure the prompt and fair disposition of grievances in order to assure the efficient operation of the Metropolitan Detention Center ("MDC") and uninterrupted service to the County. This Article is not grievable.

ARTICLE 2

RECOGNITION

- 2.1 Pursuant to the certification issued by the Bernalillo County Labor Relations Board on October 10, 2006, the County recognizes the Union as the exclusive bargaining representative for collective bargaining for those employees in the job series identified in the certification issued by the Bernalillo County Labor Relations Board.
- 2.2 In the event of conflict with other laws, the provision of the Public Employee Bargaining Act shall supersede other previously enacted legislation and rules: provided that the Public Employee Bargaining Act shall not supersede the Bateman Act, the Personnel Act, the Group Benefits Act, the Mileage and Per Diem Act, the Retiree Health Care Act, Public Employee Retirement law, or the Tort Claims Act.

ARTICLE 3

MANAGEMENT RIGHTS

- 3.1 The County, in accordance with applicable statutes, rules and regulations, except as expressly limited, altered or modified by provisions of this Agreement, or appendices hereto or subsequent modifications by written instrument signed by the parties, which written instrument shall specifically identify and refer to the particular Article and subsection of this Agreement addressed therein, subject to the parties' duty to meet and confer over mandatory subjects of bargaining (Bernalillo County Code Section 2-201, et seq.) retains the exclusive right and authority to:
 - 3.1.1 (1) maintain the efficiency of government operations entrusted to it by law; (2) determine the mission of County government; (3) determine the resources to be allocated to accomplish the mission and goals of the Department as a unit of County government; (4) determine methods, means, and personnel by which its operations and the operation of the Department are to be conducted; (5) determine the number of employees to be employed and the capacity of such employment at any time; (6)

act in furtherance of all other duties and responsibilities imposed upon it by the Constitution, federal and state statutes, ordinances and administrative regulations; (7) determine the location and operation of its facilities; (8) ensure the maintenance of uninterrupted service to the community; (9) take all such actions necessary to maintain such service.

- 3.1.2 (1) direct employees, establish and enforce reasonable rules and regulations governing the conduct and safety of its employees; (2) establish schedules and take such other actions necessary to carry out the functions entrusted to, or imposed upon, it and the Department by law; (3) hire, promote, transfer, assign, and retain employees in positions; (4) suspend, demote, dismiss and otherwise discipline employees for just cause; (5) layoff or otherwise relieve employees from duty for lack of work or other legitimate reason; (6) determine qualifications for, select and hire supervisory personnel; (7) determine the qualifications for, select and hire new employees; (8) determine the qualifications and select employees for promotion and transfer; (9) determine the number and arrangement of work schedules, shifts and the starting and stopping times thereof; (10) evaluate, test and provide for the examination of employees and applicants for employment to determine their fitness and suitability for duty and employment; and (11) determine and implement all policies, procedures and standards not otherwise restricted, limited or prohibited by the specific provisions of this Agreement.
- 3.2 It is understood and agreed that the functions of management listed herein are not all inclusive and that all such rights, powers, or authority not otherwise relinquished in this Agreement shall be retained by the County.
- 3.3 It is further understood and agreed that any provision in this Agreement or appendices hereto, or other written modifications which limit, modify or alter any management right set forth in this Article shall prevail and take precedence over said management right.

ARTICLE 4

REPRESENTATION

- 4.1 The Union retains the exclusive right to define its organization and to manage its internal affairs and the County shall recognize those employees designated as representatives of the Union in all matters arising from the administration of this Agreement. The Union shall advise the County Manager of the names, addresses and current working telephone numbers of Union representatives and identify their official positions within the Union. The Union shall promptly advise the County Manager of any changes in the foregoing information.
- 4.2 The County may allow Union representatives to visit the MDC for the purpose of administering the provisions of this Agreement at such times and places which do not interfere with the operations of the facility, subject to the prior written approval of the Chief of Corrections.

- 4.3 The Union shall appoint eleven (11) Stewards to include the Chief Steward and provide the County with a list of such Stewards and their primary areas of authority and coverage. The Union reserves the right to make any changes of Union Stewards at any time so long as the County is informed within a reasonable period of time, not to exceed 48 hours and the change shall not be effective until the County Manager has received written notification.
- 4.4 The Union shall furnish the County with a list of all Union representatives, who are not County employees, who would have reason to visit MDC. All visits shall require 24 hours advance notice and the prior written approval of the Chief of Corrections, which shall not be unreasonably withheld.
- 4.5 For any meeting called or agreed to by the County with respect to labor management relations issues (other than matters pending before the Labor Board) between the County and the Union, at which a Union representative is required by the County to be present (and the Union representative would otherwise be required to use annual leave or leave without pay in order to attend) such Union representative shall be paid at his appropriate rate of pay for the time spent at that meeting and any travel time between the location of the meeting and the MDC.
- 4.6 The President or Vice-President shall be allowed up to, but not to exceed four (4) hours per day on paid status to adjust pending grievances. These hours shall not be accumulated or postponed, but shall be used when necessary, for the express purpose of adjusting grievances between the employee and the County and attending arbitration hearings. Prior to utilizing such time, the President or Vice-President shall inform his immediate supervisor of the approximate amount of time he anticipates will be required to attend to the pending grievance. Such time shall be considered hours worked for purposes of calculating overtime compensation.
- 4.6.1 The President or Vice-President shall be permitted to assign this time to the Stewards.
- 4.6.2 The President/Vice-President/Steward shall keep a written daily log reflecting the date; time spent handling each grievance, County personnel participating in the respective grievance, and description of each grievance. The written log shall be available for periodic review by the Department Director/Elected Official or his designee and submitted to the Department Director/Elected Official at the end of each work week.
- 4.6.3 During working hours and without loss of pay, either the Union President, Vice-President or Chief Steward shall be allowed a reasonable amount of time to communicate with bargaining unit members and the County concerning the County's enforcement of any provision of this Agreement. However, in no event shall all three be away from their regular job duties at the same time. The Union President, Vice President and Chief Steward shall whenever practicable conduct such communication by telephone. The County shall take reasonable steps to allow

the Union Official privacy during such conversations. Such time shall be considered hours worked for purposes of calculating overtime compensation. If the Union President, Vice President or Chief Steward needs to conduct such communication in a manner other than by telephone, he shall inform his immediate supervisor of the approximate amount of time he anticipates will be required to attend to the matter and shall prepare and maintain a log in the manner identified in Paragraph 4.6.2.

4.6.4 Union Officials may be granted annual leave or leave without pay for the purpose of attending conventions, training workshops, conferences or seminars depending on the staffing needs of the Department. In the event a Union Official attends classes, seminars, or conferences for which the Union Official receives college credits, or if the class is rated for college credit, the County shall provide the Union Official with one hour of administrative leave, with a maximum of forty (40) hours per calendar year, for each hour of annual leave taken for purposes of attending such class, seminar or conference; provided that the Union Official receive a passing grade and the course is related to the Union Officials position with the County or provides some benefit to the County.

4.6.5 The representative/s handling any arbitration hearing shall be permitted up to One (1) full shift per day to attend such arbitration hearing, pursuant to Article 18.16 such time shall be considered hours worked for the purpose of calculating overtime compensation.

4.7 Union Official Leave of Absence.

4.7.1 Upon request a Union Official may be granted leave without pay for up to six (6) months, for purposes of attending training, seminars, etc. related to labor-management relations, without waiving the individual's right to return to the same position. Such request shall not be denied except based on the operating requirements of the Department.

4.7.2 Union officials may be granted leave without pay for the purpose of assisting the local union (AFSCME Local 2499), or the parent organization (AFSCME Council 18). Such period of leave without pay shall not exceed five (5) days in any pay period. The Department Director shall approve such requests for leave based on the operating needs of his work area.

4.8 Consistent with previous practices, agreements and/or current CBAs between AFSCME and Bernalillo County, in which parties agreed to pay union employees attending meetings which are mutually beneficial for both parties, the County will provide compensation to those employees whose work shifts are interrupted by the mutual meetings held to negotiate collective bargaining agreements. The compensation shall cover only those specific shifts or portions of shifts, which are missed because of meetings. Consistent with the County's Labor Management Relations Ordinance the members will be released from their normal duties without pay but shall receive compensation for the meetings as described herein.

ARTICLE 5
NON-DISCRIMINATION

- 5.1 The Parties shall not discriminate against any employee based on race, color, religion, age, sex, sexual orientation, marital status, gender, creed, national origin, political affiliation, Union membership or non-membership, veteran status, handicap or disability. The County shall not encourage or discourage membership in the Union.
- 5.2 Any allegation of discrimination of the nature set forth in this Article shall be pursued under the procedures set forth in applicable County policies, with the EEOC or in accordance with such other appropriate statutory or administrative procedures as are available.

ARTICLE 6
NON-INTERFERENCE

- 6.1 The Parties acknowledge that each is free to conduct its affairs and business in the manner which each respectively believes to be in its own best interests. Accordingly, the Parties agree that neither shall interfere with the internal business affairs of the other; nor with the officials or representatives of the other in the conduct of their internal business affairs and other matters not involving the collective bargaining relationship.

ARTICLE 7
COMMUNICATIONS

- 7.1 It is understood by the Parties that inaccurate information, incomplete information, or the failure to exchange information is one of the major causes of breakdowns in the labor-management relationship. In the interest of preventing misunderstandings stemming from such lapses in communications the Parties agree to furnish information as follows:
- 7.1.1 The County shall:
- 7.1.1.1 provide electronic copies to the Union, at its actual cost, copies of all new MDC policies, which are determined to be relevant by the Department;
 - 7.1.1.2 upon written request allow the Union access to MDC policies, at reasonable times and places;
- 7.1.2 The Union shall provide the County with a current list of Union officers, trustees, stewards, and alternates. Such list shall describe the authority possessed by each individual, and shall be updated within one week 48-hours of any such change and such authority is not effective until written notice from the President of the Local has been received by the County Manager. Such authority of Union duty/function, may only be applied if the officer, trustee, or steward has requested and received approval to leave his assigned County paid duties, and identified himself/herself as operating in the Union position of authority identified above.

- 7.2 The Parties agree to communicate only through the appropriate officials as designated by the County and the Union, respectively.
- 7.3 Labor Management Relations Committee.
- 7.3.1 The Labor-Management Relations Committee shall be composed of three (3) County representatives, selected by the County, and three (3) Union representatives.
- 7.3.2 The Committee shall meet on the request of either party and at least once quarterly to discuss all matters of mutual concern.
- 7.3.3 A Party wishing to convene the Labor-Management Relations Committee shall provide written notice to all members of the Committee. The written notice shall identify the specific Article or provision of the Agreement to be addressed, Committee members shall meet and confer within fourteen (14) calendar days of receipt of the written notice.
- 7.3.4 In the event a meeting is called to address the intent or interpretation of a specific provision of this Agreement, the County and the Union shall be permitted to invite members of the current negotiating teams to discuss the intent of the provision as negotiated.
- 7.3.5 No grievance over an issue of contract intent or interpretation shall proceed to arbitration until after first presenting the matter to the Labor-Management Relations Committee for review and possible resolution. This meeting shall be held within ten (10) days of the grievant's appeal to arbitration. This period may be extended upon written/via email mutual agreement of the Parties.
- 7.4 Notice of Change in Standard Operating Procedures (S.O.P.s)
- 7.4.1 When the County intends to add, delete, or modify any of the Policies and Procedures that effect the current CBA language, the County will notify the Union in writing of its intent to do so no less than thirty (30) calendar days prior to the implementation of the proposed change. If the Union does not object to the change, the change will apply to employees of the collective bargaining unit. If the Union objects to the change, the Union will notify the County in writing of its objection to the change within fourteen (14) calendar days of the date of the County's notification of change. The Chief will meet and confer with the President of the Union within thirty (30) days of the date of the Union's notice of objection to attempt to resolve any objections. Such suggestion will be considered prior to the implementation of such changes.
- 7.4.2 In the event the Local President fails to respond to the Chief's notification as provided above, the Chief shall have no further obligation to meet and confer with the Union regarding the proposed change, modification, or replacement.

ARTICLE 8

RECORDS INFORMATION

- 8.1 The County shall promptly furnish the Union upon request, copies of documents and records, which come within the definition of public records. It is understood that it may be necessary to charge the Union in advance for such copies. In those instances where it is necessary to charge the Union for copies the cost shall be \$0.10 per page for documents that are 8.5" x 11" and 8.5" x 14" and the actual costs of reproducing documents that are unable to be copied by the County. The Union shall be charged \$25.00 per CD or DVD. If the Union provides the electronic media, there will be no charge.
- 8.2 No material within County control, which contains adverse personnel actions or comments, shall be placed in an employee's personnel file without the employee being informed within five (5) working days thereof. The employee may insert a written response to any such matter in his file. An employee shall be permitted to inspect any departmental maintained or official personnel file that is maintained concerning his employment with the County. Copies of requested materials from an employee's personnel file shall be provided to the employee at a cost of \$0.10 per page.
- 8.3 All personnel files shall be confidential, except as abridged by law, to the employee or the employee's supervisory line of authority with the following exceptions:
- 8.3.1 Responding to or investigating complaints of discrimination or harassment;
 - 8.3.2 An employee provides the Human Resources Department with a written authorization for release of the personnel file to a Union representative;
 - 8.3.3 A Department Director as part of the hiring or promotional process; and
 - 8.3.4 As part of a discovery request in a judicial or administrative proceeding.

ARTICLE 9

OVERTIME and SHIFT EXCHANGES

- 9.1 The County shall prepare, maintain, and post an up-to-date voluntary overtime list by classification in seniority order. This list shall be maintained in the Telestaff system. It will be the responsibility of each employee who signs up for the voluntary overtime list to provide one (1) current phone number for purposes of being contacted for overtime work. Employees will be required to sign-up for the voluntary overtime list up to one hour into the start of their shift (0800, 1600, or 0000) that they are requesting to work. When the Department determines that there is a need for bargaining unit employees to work overtime, the Department shall offer such overtime assignments to bargaining unit employees based on the voluntary overtime list in Seniority Order. If the employee was unable to be reached, at the phone number provided, the employee will have five (5) minutes in which to respond without relinquishing seniority position. All policies governing the Telestaff system will be in concert with this Article. All employees may sign up for overtime on any and all overtime lists but must be available to work within the timeframe set out in 9.2. of the

CBA. Bargaining unit members that are not available for more than 4.0 hours of the shift may not sign up for overtime on that shift. Overtime assignments are a major part of the work of a corrections officer. It is acknowledged by the parties that all corrections officers must be capable and able to work their share of overtime assignments. Overtime assignments are a necessary and essential part of a corrections officer's duties and responsibility and it therefore a condition of employment and continued employment.

9.1.2 Should an employee initially decline an overtime position and later determine that he or she would like to work, it is permissible to accept an available post. An available post is a post that is available at the time the employee calls back to request a post. The Shift Commander will ensure that Telestaff is updated as soon as posts are accepted, or vacancies occur. The Shift Commander will not maintain a call back list.

9.2 If no employee on the voluntary overtime list is available, involuntary overtime will be required. Involuntary overtime will be assigned in reverse order of seniority within classification from the master seniority list. Officers already on duty will be required to remain in reserve status. In reserve status, is defined as, an employee who is to remain on duty until a replacement is obtained. No officer shall be kept in reserve status for more than three (3) hours. If no replacement is obtained within three hours of the start of the shift, the Officer being held over may be required to work the remainder of the shift. The parties will reconvene to negotiate the Overtime/Rotating Overtime process within thirty (30) days of written request by either party when staffing levels reach 75%.

9.2.1 Bargaining unit members with twenty or more years of consecutive MDC/BCDC service shall not be required to work involuntary overtime. Bargaining unit members with eighteen (18) to twenty (20) years of consecutive service with MDC/BCDC shall not be required to work more than two (2) involuntary overtimes within their work week. This article will not be in effect in the case of an MDC emergency declared by the Chief or his designee where officers are called in to work.

9.2.2 Bargaining unit members in the Firearms Certification Training Course or attending training (out of the jail) or have training that extends over four (4) hours into the overtime shift shall not be required to work involuntary overtime. This article does not apply to the firearms instructors. The firearms instructors are exempt from the order-able overtime list while conducting the quarterly firearms qualifications at the range and firearm certification.

9.3 The County may staff MDC overtime with outside help from various sources if they are certified to work within the MDC. They shall be known as "casual" employees.

9.3.1 Overtime posts shall be filled in the following order: Article 9.1 Voluntary overtime pursuant to correctional officer seniority, casual employees may volunteer, mandatory overtime for MDC correctional officers prioritized on the total hours within the work week status.

9.3.2 The Definition of a Casual Employee: Those Correctional Officers who meet ACA and PREA certification within the last twenty-four months and can legally work as a non-local 2499 Correctional Officer within the MDC.

- 9.4 Employees shall not work more than sixteen (16) hours straight time except for declared emergency situations. An eight-hour break will be observed after the end of all shifts that exceed sixteen (16) hours between the end of the emergency shift and the next scheduled work shift.
- 9.5 Employees called in for an overtime assignment, and who appear at the facility or other duty post shall receive a minimum of two (2) hours pay at the overtime rate.
- 9.6 Employees will not be ordered to work more than two double shifts consisting of fourteen (14) hours within two consecutive days, and may not be forced to work more than three (3) double shifts in one work week, unless the needs of the Department dictate, as determined by the Chief of Corrections in writing to the Union President. This article will not be in effect in the case of an MDC emergency declared by the Chief or his designee where officers are called in to work.
- 9.7 Employees working a voluntary overtime assignment on their regular day off or shift exchange will not be ordered to an additional overtime shift on that assigned day off.
- 9.6.1 Shift exchanges will be approved by a captain. No employee will work a shift trade without prior approval. An employee may conduct a maximum 4 shift trades per calendar month.
- 9.6.2 An employee who calls in for their scheduled shift exchange will be barred from utilizing shift trades for three (3) months.
- 9.6.3 An employee working a shift trade will not be moved from the post he is working for unless the post itself has been closed by the Shift Commander and will not be backfilled.
- 9.8 Employees assigned to the Internal affairs/OPS Unit shall only be permitted to work overtime in the Internal affairs/OPS Unit, whether it is voluntary or forced.
- 9.9 Cancellation of Overtime. If the Shift Commander determines that the Department has more employees working in an overtime status than are necessary for that shift, the Shift Commander shall offer those employees working overtime the ability to be relieved of duty in order of seniority. If an insufficient number of employees accept the offer to be relieved, the Shift Commander shall be able to relieve employees who are working overtime in reverse order of seniority. If an employee who volunteered for overtime decides to cancel, this cancellation must be completed two hours prior to the beginning of the overtime shift.

ARTICLE 10

BIDDING

- 10.1 Bargaining unit employees who have successfully graduated from the MDC Training Academy will be allowed to bid semi-annually for shift, days off, and Unit (post) assignments in seniority order.
- 10.2 The Bernalillo County Corrections Officers Association (Local 2499) President may appoint up to two (2) employees to assist in the development and administration of the bidding process. The Department will pay both employees identified. The Union President will identify in writing to the Department which employees will assist in the bidding process.
- 10.3 The bidding procedures will be as follows:
 - 10.3.1 Each section affected, i.e., Community Custody, Main Facility and Transport, will be allowed to bid for shift, days off, unit, facility, and/or section where applicable by seniority order.
 - 10.3.2 Lieutenant and Sergeant bidding will take place during the month of February to take effect in March and August to take effect in September.
 - 10.3.3 Corrections Officer bidding in all sections will take place during the month of March to take effect in April and September to take effect in October.
- 10.4 Should roster vacancies occur between shift bids, for a position (shift, days off and Unit/Post Assignment) occupied by a bargaining unit member the vacancy will be posted for seven (7) days. This posting will occur at the beginning of the next pay period. Any delays in posting will be made in writing to the Union President. Vacancies will be filled by seniority order from the employees responding to the posting. A list of those employees responding to the posting will be given to the Union President at the close of the posting period.
- 10.5 Any permanent change of work schedule (shift/days off/post assignment) requires a two-week notice in writing to the employee by the Chief of Corrections. Reassignments due to disciplinary issues can be immediate (post final action), but the two-week notice before the permanent change is still required. An employee may not be moved from their bid position without "cause."
- 10.6 Seven percent, per classification of the employees *working for MDC*, will be authorized on annual/personal holiday leave at all times.
 - 10.6.1 All "off-line" positions do not affect the seven percent (7%) allowed to utilize annual leave/personal holiday per shift. Off-line positions include positions such as: ACA, Training, and STIU. Leave for off-line work positions will be approved as determined by the work unit management employee.
- 10.7 Employees will be allowed to bid for vacation semi-annually in seniority order by classification. Classifications for this section will be Lieutenants, Sergeants and

Corrections Officers.

- 10.8 Employees will bid for vacation the same month of the post bid for the period up to the next post bid. Accrued leave can be used at this time to include personal holiday leave but must be taken in blocks commensurate with the employee's schedule (i.e. eight (8) or ten (10) hours).
- 10.9 All positions listed as "off-line" do not bid for posts and vacation (with online positions) unless that employee will be taking an online position at the beginning of the bid (off-line positions are defined as those positions that are not offered as a biddable position, and are not offered for overtime to staff when determining which posts to offer as overtime possibilities). This excludes Transport and CCP officers.
- 10.10 Transport Officers will bid for vacation the same month of the post bid for the period up to the next post bid. Accrued leave can be used at this time to include personal holiday leave but must be taken in blocks commensurate with employee's schedule (i.e. eight (8) or ten (10) hours). Transport will be allowed two (2) officers per calendar day to utilize annual leave,
- 10.11 CCP Officers will bid for vacation the same month of the post bid for the period up to the next post bid. Accrued leave can be used at this time to include personal holiday leave but must be taken in blocks commensurate with the employee's schedule (i.e. eight (8) or ten (10) hours). CCP will be allowed two (2) officers per calendar day to utilize annual leave for day shift, two officers per calendar day to utilize annual leave for swing shift, and one officer per calendar day to utilize annual leave for Graveshift.

ARTICLE 11

WORK WEEK, WORK PERIOD, OVERTIME/STAND-BY/NO PYRAMIDING

- 11.1 Work Week - A normal work week shall consist of either five (5) consecutive days of eight (8) hours within a seven (7) day period or four (4) consecutive days of ten (10) hours within a seven (7) day period or 12-hour shifts. Prior to the implementation of a new schedule the Chief of Corrections will meet and confer with the President of Local 2499. All work weeks will start at the employee's first day of the employee's bid post and end on the last day of the employee's bid post.
 - 11.1.1 A regular scheduled day for Officers shall consist of one (1) of the following shifts:
 - a. Shift 1 - Grave Shift 2300-0700
 - b. Shift 2 - Day Shift 0700-1500
 - c. Shift 3 - Swing Shift 1500-2300
 - 11.1.2 A regular scheduled day for Supervisors shall consist of one (1) of the following shifts;

- a. Shift 1 - Grave Shift 2230-0630
- b. Shift 2 - Day Shift 0630-1430
- c. Shift 3 - Swing Shift 1430-2230

11.1.3 Break Periods – All correctional staff working at the facility will be allowed *one (1) thirty (30) minute* break per 8 hour shift. For all correctional staff working off-site they will be allowed *one (1) thirty minute* break per 8 hour shift. This addendum will remain in effect until staffing levels reach 73% and/or the CDC removes the guidelines for Correctional Facilities, as it pertains to the COVID-19 pandemic.

11.2 Pay Period A two-week period of which there are twenty-six (26) specified per year.

11.3 Overtime Employees shall be paid at the rate of time and one-half their regular straight time rate of pay for all time worked in excess of forty (40) hours in any one work week. All overtime shall be authorized by the Chief of Corrections according to financial and budgetary constraints. Holidays shall be counted as hours worked for overtime calculation purposes. Administrative leave, sick leave, annual leave, and any other authorized leave status shall not qualify as time worked for the purpose of calculating overtime pay.

11.4 On-call.

11.4.1 The Chief of Corrections or his designee may place employees on-call status. On-call status is defined as duty status wherein an employee is required and assigned to be available for immediate call-out at times when the employee is otherwise not assigned to his regular duty post. During such call-out status period the employee shall be issued a cell phone and expected to remain fit for duty for that time period.

11.4.2 Employees shall not be assigned on-call duty for time periods less than seven (7) consecutive days in duration. If, in the exercise of his sole discretion, the Chief of Corrections or his designee requires an employee to be placed on on-call status for periods longer than one week, such assignments in excess of one week shall be made in multiples of seven days (i.e., 14 days, 21 days, 28 days, etc.)

11.4.3 Employees shall not be placed on on-call status while on leave.

11.4.4 An employee assigned to on-call duty, shall be paid two (2) hours at his overtime rate for each week so assigned.

11.4.5 The employee's pay shall begin at such time as the employee is officially so notified.

11.5 Call Back. When an employee is called back to work after his regularly scheduled shift, he shall be guaranteed two (2) hours pay at one and one-half (1-1/2) times his base hourly rate. Should the call back period last more than two (2) hours the remaining time shall be calculated at the appropriate hourly rate based on the number of hours worked by the employee in that pay period. Call back is defined as the employee who has completed their regular shift and having to return to work after having physically left the MDC property.

11.6 No Pyramiding Compensation shall not be paid more than once for the same hours under

any provision of this Agreement.

ARTICLE 12

SENIORITY

- 12.1 Seniority within Bernalillo County is defined as length of continuous unbroken service, which includes adjusted hired date for Metropolitan Detention Center Employees that transferred on July 1, 2006. Continuous unbroken service means there have been no breaks in employment other than annual leave, sick leave, or County authorized leave without pay for less than six (6) months.
- 12.2 Seniority within Classification is defined as the total length of unbroken and active service in the specific classifications as a Correction Officer, Sergeant or Lieutenant.
 - 12.2.1 In the event an employee is promoted to a new classification the employee's classification seniority shall not be terminated until the 31st day following the change in classification.
- 12.3 Seniority within Department is defined as total length of continuous unbroken service within the department as a full-time non-probationary employee.
- 12.4 Seniority rights shall terminate with no further accrual under the following circumstances:
 - 12.4.1 Termination of employment by voluntary resignation;
 - 12.4.2 Discharge for just cause;
 - 12.4.3 In a leave-without-pay status for more than six (6) months;
 - 12.4.4 Retirement;
 - 12.4.5 Failure to timely respond to recall notice, or rejection of recall; or
 - 12.4.6 Layoff status for a period greater than the employee's seniority.

ARTICLE 13

LAYOFFS AND RECALLS

- 13.1 Layoffs. In the event of a reduction in the number of employees, employees shall be laid-off in the reverse order of their seniority; i.e., the employee with the least Seniority shall be the first to be laid off and so on. Employees who hold the rank of Lieutenant or Sergeant and are scheduled for layoff shall be first given the opportunity to accept demotion to their previous rank held or accept the layoff. When the date of hire is identical the parties shall draw from a standard deck of cards with the employee drawing the lowest card being laid off first.
 - 13.1.1 Employees shall receive fourteen (14) calendar days' notice of the layoff or two (2) weeks leave with pay, as determined by management.

13.2 Recalls. Employees shall be recalled to work in the inverse order of the sequence in which they were laid-off.

13.2.1 Employees shall be reassigned as to rank in accordance with the procedures set out in 13.1 above.

13.3 Notice of recall. Employees on lay-off shall be recalled by certified mail, return receipt requested sent to their last known address as reflected in the official County records. Laid-off employees shall be given a period of seven (7) days to respond to such notice, indicating whether or not the employee intends to return to work. Laid-off employees shall have a period of seven (7) days, from the date of the receipt of recall notice to notify the Human Resources Department Director of acceptance or rejection of the recall opportunity and of the date on which he is available to return to work. The employee must return to work no later than twenty (20) calendar days from the date the employee receives the recall notice unless the employee is unavailable to return due to military service or short-term disability. Failure to respond within the time period, or rejection of the recall opportunity shall be considered a voluntary termination. It shall be the obligation of the employee to demonstrate that his response was timely.

ARTICLE 14

HOLIDAYS

14.1 Legal holidays for all employees shall be as follows:

<u>Holiday</u>	<u>Observed</u>
New Year's Day	January 1
Martin Luther King Jr. Day	On date of Federal Observance
Spring Break Day	Friday prior to Easter
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Indigenous Peoples' Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day following Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

14.2 Holiday Premium Pay. An employee who works on a holiday shall be compensated at his

regular straight time hourly rate plus time and one-half. To be eligible for holiday premium pay the employee must have worked his normal work shift immediately prior to and immediately following the holiday. To receive holiday premium pay the employee must actually work the holiday. Administrative leave (as defined in Article 19.7) sick leave, annual leave and all other authorized leave shall not qualify as time worked for the purpose of receiving Holiday Premium Pay. Employees on sick leave on a holiday shall require a physician's statement to qualify for compensation on a holiday.

14.2.1 To receive Holiday Premium Pay, the employee must be in a work status, leave with pay status, or their regular day off, on the day preceding or the day following a holiday.

- 14.3 If a holiday occurs while an employee is on administrative leave, annual leave, or sick leave, the employee shall receive straight time pay for such holiday, and the day shall not be charged against accrued annual leave or sick leave; provided, the employee has worked his last scheduled day prior to the holiday, and his first scheduled day after the holiday, unless the employee's absence has been otherwise excused or authorized.
- 14.4 In addition to the holidays set out in Article 14.1, each employee shall be entitled to three (3) personal holidays per calendar year. Personal holidays can be taken from four (4) hour increments or a full shift of 8, 10, or 12 hour increments or and not be cumulative from calendar year to calendar year.
- 14.5 If a holiday falls on an employee's scheduled day off the employee shall receive straight time pay of eight (8) hours and the day.
- 14.6 If a holiday falls on an employee's scheduled day off, the employee shall receive straight time pay or shall be granted an additional day off which shall be scheduled by the employee and taken within thirty (30) working days thereof or as soon as possible thereafter and within the fiscal year.

ARTICLE 15

SICK LEAVE

- 15.1 Sick leave shall accumulate without limitation, at the rate of one (1) hour for each twenty (20) regular straight-time hours in a paid status.
 - 15.1.1 Sick Leave shall not qualify as time worked for the purpose of calculating overtime.
- 15.2 Sick leave shall be granted when an employee is unable to perform normal job duties due to personal, spousal or parental medical considerations including, but not limited to illness, injury, pre-approved medical or dental examinations, quarantine, therapy or counseling.
- 15.3 Sick leave shall not be used for relief from the effects of a second job (moonlighting).

Violation of this provision may result in disciplinary action up to and including dismissal. An employee dismissed for cause shall forfeit all accumulated sick leave.

- 15.4 At any time that an employee utilizes three (3) or more consecutive days of sick leave, an original physician statement documenting the need for the employee's absence shall be required to qualify for paid leave.
 - 15.4.1 An employee who provides a physician's certificate and has accrued sick leave to cover the hours absent, shall be granted authorized/approved sick leave. However, such leave may be subject to review if abuse is suspected.
 - 15.4.2 The original physician's certificate shall identify the name of the patient, the date of the visit and be on official letterhead and, if applicable, the certificate must state the return to work date and any noted restrictions. This information must be provided to both the payroll timekeeper and the employee's supervisor.
 - 15.4.3 The following will not be considered as "proof" of need to be absent from work: video conference statements; appointment cards; copies or originals of the following – cancelled checks, bank statements and or receipts; After-visit summaries; or any documentation that identified any personal health information. As technology evolves, evaluation by the Union and Administration will occur to determine appropriateness of the technology.
 - 15.4.4 An employee may be required to submit a physician's certificate for an absence when an employee has utilized fewer than three (3) consecutive days of sick leave, if the County determines that a pattern of sick leave abuse or misuse is being established by an employee. The requirements written in 15.5 will apply.
- 15.5 Sick Leave Corrective Action Plan (SLCAP): SLCAP is a measure taken to promote compliance with established policies, rules, and expectations. SLCAP is also intended as a corrective action to attempt to improve or modify the abuse of sick leave. Employees shall be placed on a SLCAP for a period of six (6) months, based upon the pattern and/or amount of sick leave usage as identified in Sections 15.5.
 - 15.5.1 Demonstrating a pattern of abuse or misuse: A pattern of abuse shall be defined as use of sick leave immediately prior to or after days off, holidays, annual leave, or leave without pay in excess of forty (40) hours per the current calendar year; OR
 - 15.5.2 When sick leave usage is in excess of seventy-two (72) hours in the current calendar year. This does not apply to hospital confinement.
 - 15.5.3 When an employee is placed on a SLCAP, the employee shall be required to provide an original physician's certificate (in compliance with 15.4, 15.4.1, 15.4.2, 15.4.3, and 15.4.4) for any sick leave usage upon return to work.
 - 15.5.4 The SLCAP will be utilized/implemented no more than one time in an attempt to correct unacceptable behavior per calendar year.
 - 15.5.5 Employees unable to meet the requirements of the SLCAP will be subject to disciplinary actions, up to and including termination.
 - 15.5.6 See Exhibit B for copy of SLCAP form.
- 15.6 As a benefit and incentive for the proper use of sick leave benefits, employees may convert accrued sick leave as follows:
 - 15.6.1 An employee who has a minimal balance of 104 hours' straight time and accrued more than sixty-four (64) hours of sick leave in a calendar year shall be eligible to

receive a cash payment for a maximum of forty (40) hours of regular straight time pay for all such hours in excess of sixty-four (64) accrued within that calendar year. Payment for the excess hours shall be made the first payday in December. All such converted hours (cashed out) shall be deducted from the employee's sick leave balance.

15.6.1.1 For the purpose of this Article a calendar year is from November 1st to November 1st of the following year.

15.6.2 Convert any amount of sick leave in excess of two hundred and fifty (250) hours to annual leave at the rate of three (3) sick leave hours for each two (2) annual leave hours when such hours are to be used within a designated payroll period. Conversion of sick leave to annual leave pursuant to this provision requires the prior written approval of the County Manager or designee.

15.6.3 An employee who is eligible for retirement under the Public Employees Retirement Act may convert up to a maximum of 2000 hours of all accrued and unused sick leave to annual leave at the rate of one (1) hour of sick leave for one (1) hour of annual leave. An employee, who is eligible for retirement, may convert all remaining accrued and unused sick leave hours at a rate of three (3) sick leave hours for two (2) annual leave hours.

15.7 In the event an employee is killed while acting within the course and scope of his duties and in accordance with the MDC's policies and procedures, at the time of his death, and is otherwise in good standing the employee's sick leave balance shall be converted to annual leave at the rate of one (1) hour of sick leave to one (1) hour of annual leave, and paid to the estate of the deceased employee.

15.8 An employee with a sick leave balance of over 1000 hours as of November 1st of each year shall be eligible to receive cash payment for all hours accrued in excess of the 1000 sick leave hours. A written request for cash payment shall be submitted to the Human Resources Department by November 15th of each year. Payment for the excess hours shall be made the first payday in December. All such converted hours shall be deducted from the employee's sick leave balance.

15.9 Sick leave incentive awards. An employee shall be eligible to participate in the benefit provided in this section, unless otherwise restricted herein.

15.9.1 An employee who does not utilize sick leave within the first 6 months will receive 4 hours of annual leave. Timelines will be from January 1st to June 30th of each year.

15.9.2 If an employee does not utilize sick leave during the second 6 months will receive an additional 5 hours of annual leave. Timelines will be from July 1st to December 31st of each year.

15.9.3 Administration shall review sick leave usage twice a calendar year for the periods of January 1st through June 30th and then July 1st through December 31st to determine eligibility for the sick leave incentive award.

ARTICLE 16

MEMBERSHIP AND CHECK-OFF OF UNION DUES

- 16.1 No employee shall be required to join, maintain membership in, or pay dues or fees to, the Union as a condition of acquiring, or maintaining employment.
- 16.2 During the term of this Agreement, an employee who is a member of the Union may execute a Dues Check-Off Authorization form, authorizing that a portion of his wages representing monthly dues or fees be withheld and forwarded to the Union. The Dues Check-Off Authorization shall be in the form set out and attached hereto as Exhibit A.
- 16.3 Upon receiving a properly executed Dues Check-Off Authorization form from an employee, the County shall, as soon as practicable, effect such payroll deductions.
 - 16.3.1 The deduction of such dues shall commence with the first paycheck after receipt of the Dues Check-off Authorization form.
 - 16.3.2 Such deductions shall be strictly limited to the amount, as from time to time, may be certified in writing by the President as constituting the monthly dues or fees uniformly required as a condition of acquiring and retaining membership.
 - 16.3.3 No deduction shall be made during any pay period in which an employee has insufficient wages to cover the authorized dues deduction.
- 16.4 The Union shall indemnify and hold harmless the County and its Departments, as may be appropriate, from any and all liability which may arise, or be claimed to arise, out of or in connection with said dues deductions.

ARTICLE 17

DISCIPLINE

- 17.1 General Statement.
 - 17.1.1 The County shall discipline employees only for just cause.
 - 17.1.2 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.
 - 17.1.3 All disciplinary action, constructive criticism, or counseling shall be conducted in private.
 - 17.1.4 A written notification of investigation will be initiated and served within fifteen (15) working days of the commission, omission or discovery of the act that precipitated the charges and the investigation. In addition, the fifteen (15) working days' time frame starts for a Use of Force incident when it is reviewed by the Use of Force review panel. The notification of investigation will include, at a minimum, the alleged actions of the employee (who; what; when and where) and a list of the policies allegedly violated. In cases where extensive investigation is required, disciplinary action will not be initiated until the facts have been established. If an employee cannot be directly served due to any type of leave, an email notification shall be sent to the employee, union president, and union vice presidential and shall serve as sufficient notice of investigation, as long as the email meets the requirements of this article. It is acknowledged by the parties that an issue is not grievable until the Notice of Final Disciplinary Action has been issued.

- 17.1.4.1 The employer may not impose any disciplinary action or issue a notice of contemplated action later than ninety (90) calendar days for Type 2 reports and one hundred-eighty (180) calendar days for Type 1 reports, Human Resources investigations, and those issues not otherwise identified as Type 1 or 2 (starting on the day after the 15 working days for a notice of investigation is noted), unless facts and circumstances exist which require a longer period of time to investigate any allegations. Type 1 or 2 reports are determined by Detention Center policy and management.
- 17.1.4.2 Extended investigation period – Mutual agreement between the Chief of Corrections and the Union President is required and an email notification sent to the County Manager for an investigation to be considered in need of extended investigation. The email should list the case number, the individuals involved, and a short-generalized summary about the case. The email shall be sent prior to the end of the 90/180 calendar days for the investigation. The extension shall be for no more than 15 days. Extension shall only be granted for investigations of serious nature.
- 17.1.4.3 Once notification has been made to the county manager for an agreed upon extension, a 15-day extension will then be granted for the completion of the investigation and issuance of any disciplinary action/issuance of notice of contemplated action.
- 17.1.5 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.
- 17.1.6 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 and any video as well as photographs that relate to the disciplinary action. The predetermination hearing shall not be held until the employee or his representative have had a reasonable opportunity to review the information.
- 17.1.7 Prior to the final disciplinary action of suspension, demotion or dismissal, a predetermination hearing shall be held.
- 17.1.7.1 The predetermination hearing shall not be held until the Representative has been allowed at least 10 days to review the information contained in the Disclosure. The 10 days' time frame will begin when the employee is issued the notice of intent and disclosure. The representative may request an extension on a case by case basis approved by the Chief of Corrections or his designee.
- 17.1.7.2 The predetermination hearing shall be held within ten (10) days or at the end of any extension granted by the Chief of Corrections.
- 17.1.8 Following the predetermination meeting if the decision is to initiate disciplinary action, a Notice of Final Action shall be issued no longer than 15 calendar days from when the predetermination hearing is held and served upon the subject employee, and shall be limited to those matters set forth in the Notice of Intent to Discipline.
- 17.1.9 If no disciplinary action/issuance or notice of contemplated action is served to and signed by the employee by no later than the total ninety (90) or one hundred-eighty

(180) calendar days, without a request for extension, no action or notice can be issued to the employees.

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

17.2.1 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. Should the employee refused to sign the document acknowledging receipt of the written reprimand, a witness will attest that the document was presented to the employee and the employee refused to sign it.

17.2.2 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.

17.2.2.1. Discipline of a suspension or demotion will not be applied, if the discipline is grieved, until after the Step 2 Grievance process has been finalized.

17.2.3 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.

17.3 Procedure/Written Reprimands.

Disputes regarding written reprimands may be contested through the Grievance Procedure hereof. One year after a written reprimand has been issued to a bargaining unit member, upon written request from the employee to the Chief of Correction, the written reprimand may be removed from the employees personnel file (PREA involved reprimands remain in the employee file).

17.4 Procedure – Suspension, Demotion or Dismissal.

Disputes regarding suspensions, demotions or dismissals shall be contested utilizing the Grievance Procedure set forth in this Agreement.

17.5 All discipline issued will be recorded in the employees file as to have been issued on the date of incident. For any suspensions reduced to written reprimands, the reprimand shall be dated on the date of the signed agreement.

17.6 Attendance/Tardiness – Employees entering through the secured perimeter (main facility) or arriving at their scheduled post (CCP and Transport) late, five (5) minutes or less after the scheduled start time will have one (1) free occurrence per month. The second occurrence, employee will receive a level or added level depending on other tardiness. Staff arriving to work late more than five (5) minutes late will be issued a tardy regardless of

circumstances.

17.6.1 1st Tardy/level – Verbal Counseling

17.6.2 2nd Tardy/level – Written reprimand

17.6.3 3rd Tardy/level – 2-day Suspension

17.6.4 4th Tardy/level – 4-day Suspension

17.6.5 5th Tardy/level – Last Chance Notice

17.7 The conditions in 17.6 apply to any six months of consecutive employment by the employee (rolling six months).

17.8 Employees refusing to work mandatory overtime will be issued a notice of investigation and upon the findings of a policy violation the following discipline shall occur.

17.8.1 1st Refusal – Written reprimand

17.8.2 2nd Refusal – 5-day suspension

17.8.3 3rd Refusal – Termination

17.8.4 The conditions in 17.8 violations shall be dropped by one offense at the end of a rolling year (365) days) from the date of the last offense.

17.9 If an employee and the department agree to accept a suspension for a period of one (1) to ten (10) of the employee's workdays, the employee may substitute accrued leave in lieu of serving a suspension without pay. These hours will be removed from the employee annual leave accrual hours, in lieu of serving the suspension. The employee must have at least 100 hours of accrued annual leave in order to utilize this provision. This provision shall not be applicable to any suspension in excess of ten (10) of the employee's workdays. If the employee utilizes this provision the employee waives his grievance rights for this infraction.

17.10 Unauthorized leave without pay (MUXX) – as defined in Article 19.2 shall be subject to the following levels of discipline with the exception of severe illness or hospitalization of the employee or immediate family member:

17.10.1 1st MUXX level – Written reprimand

17.10.2 2nd MUXX level – 5-day Suspension

17.10.3 3rd MUXX level – Termination

17.10.6 The conditions in 17.10 violations shall be dropped by one offense at the

end of a rolling year (365 days) from the date of the last offense.

17.10.7 Per Article 19.2 unauthorized absence for three or more consecutive workdays shall be considered as abandonment of the position and voluntary resignation with the County.

17.11 Definition of Last Chance – Any further or continued violation of the noted infraction will be just cause for termination.

ARTICLE 18

GRIEVANCE PROCEDURE

18.1 Statement of Purpose. The parties agree that the prompt and equitable resolution of grievances hereunder is essential to the proper and efficient operation of the MDC; and, that all reasonable efforts shall be made by the parties and the employees to resolve all grievances in a timely and mutually satisfactory manner. To that end, the parties agree to attempt to resolve all grievances at the lowest possible step.

18.1.1 In the event that a grievance is filed over disciplinary action involving dismissal, the grievant shall be placed in an authorized leave without pay status, pending the final disposition of the grievance by a way of resolution by the parties or arbitration. All other discipline shall be imposed in accordance with existing department practices.

18.2 No employee who uses or participates in the grievance procedure shall be subjected to retaliation of any kind or nature for having participated in this procedure, nor shall he be threatened, intimidated or coerced in any manner, for having done so. This language includes, but is not limited to, the grievant, the management employee who initiated and or implemented the action, witnesses for or against the parties, the management representatives, the Union Officers/Representatives, the elected officers and the administrative staff.

18.3 All grievances shall be maintained in separate grievance files and shall not be included in the personnel file of any individual grievant.

18.4 All references to the “grievant” shall be construed to include the Union or individual grievant as may be required by the context of the reference.

18.5 The procedures for filing a grievance shall be the same for all grievances.

18.6 Unless agreed upon in advance by the parties to the grievance, tape recorders or other electronic recording devices shall not be used by any party or employee or employee representative participating in the grievance at Step One or Step Two of the grievance procedure. The County shall provide an audio tape recording system and shall audio tape the arbitration proceedings. This audiotape shall serve as the official record of the

proceedings unless a party utilizes a certified court reporter to make a verbatim transcription of the proceedings as provided in Article 18.18 hereunder.

- 18.7 This procedure shall be the sole and exclusive method of resolving any and all disputes concerning the application, interpretation or meaning of this Agreement, except as may be otherwise provided by law or regulation. No alleged violation of this Agreement shall be submitted to the Public Employee Labor Relations Board.

18.8 Definitions.

- 18.8.1 “Grievance”- A grievance is any difference, dispute or disagreement concerning the application, interpretation or meaning of this Agreement or the appeal of a disciplinary action involving a dismissal, suspension, or demotion. As used in this Agreement “grievance” means any formal complaint by or on behalf of a particular employee or group of employees alleging that the grievant’s rights, benefits, privileges or interests specifically set forth in this Agreement have been violated or that this Agreement has been misapplied with respect to the grievant in a particular situation. The Grievance and Arbitration Procedures of this Agreement shall not be available when other avenues of relief are available such as that which may be obtained through the filing of charges with the Human Rights Commission, EEOC or the filing of a worker’s compensation claim, or other such matters for which a statutory remedy is provided, but excluding seeking relief from the Public Employee Labor Relations Board.
- 18.8.2 “Grievant” – A grievant is any employee, group of employees or Party to this Agreement, who files a grievance under the procedures set forth in this Article.
- 18.8.3 “Time” – All time periods referred to herein shall be measured in working days, Monday through Friday excluding holidays recognized by the County.
- 18.8.4 “Settlement”- means the agreed-upon resolution of the grievance, set out in writing, and signed and dated by the parties.
- 18.8.5 “Waiver”- Any step of this procedure may be waived by mutual agreement of the Parties.

18.9 Time Limits.

- 18.9.1 All time limits and requirements set out in this Article shall be of the essence and shall be strictly enforced and shall not be waived or amended by any grievance form. Any of said time limits may be extended with respect to a specific grievance by written agreement of the parties to the grievance.
- 18.9.2 If the County fails to respond within the designated time limits, the grievance shall be deemed denied, and shall be automatically advanced to the next step of the grievance procedure. If the County issues a written response at Step One or Step Two of this Grievance Procedure and the grievant fails to appeal to the next step within the time limits, the grievance shall be deemed settled on the basis of the County’s last response.

18.10 Resolution of Employee Grievances.

Informal Resolution Step: The grievant may at any time prior to the filing of a grievance at Step One first attempt to resolve the problem informally with his Chief or Designee.

18.11 Step One:

The grievant shall initiate a grievance by submitting a formal written grievance, on the approved grievance form (Exhibit C hereto), within ten (10) days of the event giving rise to the grievance, or within ten (10) days of when the grievant knew or should have known of the event giving rise to the grievance, and submitting the same to the Department Chief of Corrections. The Step One grievance shall identify the current grievance step, the event upon which the grievance is based and the date, upon which it is alleged to have occurred, the specific provision(s) of the Agreement which are alleged to have been breached and the remedy sought. The grievance shall be dated and signed by the grievant(s).

- 18.12 The Chief of Corrections shall note the date and time of receipt on the grievance form and shall respond in writing within five (5) days from the date of receipt. The response shall be made on the grievance form and a copy of the completed form shall be returned to the grievant, steward or Union representative, as the case may be.

18.13 Step Two:

If the grievance is not settled at Step One of this procedure, the grievant may, within ten (10) days of receipt of the Step One response, appeal the grievance to the County Manager or his designee on the grievance form (either in person or via email to the County Manager's Secretary and a copy to the Human Resources Director). The Step Two grievance shall identify the current grievance step, the event upon which the grievance is based and the date, upon which it is alleged to have occurred, the specific provision(s) of the Agreement which are alleged to have been breached and the remedy sought. The Step Two grievance shall be signed and dated by the grievant. The grievance shall be dated and signed by the grievant(s). Upon being appealed to Step Two, the grievance shall be treated as a final document, and no amendments shall thereafter be permitted. The County Manager or his designee shall note the time and date of receipt of the appeal on the grievance form. A conference with the County Manager or his designee to discuss the grievance and any settlement thereof shall be scheduled and held by the parties within ten (10) days of receipt of the appeal. If the grievance is settled at the conference, the settlement shall be reduced to writing, noting the terms thereof, the date and the time of settlement, and shall be signed by the parties, and the grievant, if appropriate.

- 18.14 If the grievance is not settled at the Step Two conference, the County Manager or his designee, within ten (10) days thereof, shall set out in writing, his response to the grievance either on the grievance form, or attached thereto. The response shall be signed, dated, and returned to the grievant or steward.

18.15 Arbitration.

- 18.15.1 If the grievance is not settled at Step Two, the grievance may be appealed to arbitration within ten (10) days of receipt of the County Manager's or his designee's written response. The appeal to arbitration shall be submitted to the County Manager's Office on the grievance form (either in person or via email to the County Manager's Secretary).
- 18.15.2 Any individual employee or group of employees shall have the right at any time to have a grievance adjusted through arbitration, provided the adjustment is not inconsistent with the terms of this Agreement, and provided further, that with respect to grievances involving the intent, interpretation or application of any provision of this Agreement, the Union has been given the opportunity to be present at such adjustment.
- 18.15.3 Arbitration shall be limited to grievances as defined in Article 18.8.1 above.
- 18.15.4 The arbitration proceedings and appeals therefrom shall be conducted in accordance with the Uniform Arbitration Act as enacted by the State of New Mexico, §44-7-1 et. NMSA 1978.
- 18.15.5 The grieving parties shall request a list seven (7) of arbitrators from the FMCS, such a request is to be done by email, with a copy of the list to be emailed to the County Manager within thirty (30) calendar days of the County Manager having received the step three grievance. Failure to submit such request within the time limit shall render the grievance null and void. By written mutual agreement between the parties this timeline may be extended.
- 18.15.6 When an arbitration has been approved and a panel has been convened from FMCS within five (5) days of receipt of the panel, the parties shall meet and select an Arbitrator from the list of seven (7) names provided by the FMCS from the Region. The grieving party shall strike the first name from the list and the parties shall alternately strike names until only one (1) name remains. That individual shall serve as the Arbitrator.
- 18.15.6.1 The County shall mail a letter, or if a telefax number is available shall send the letter by telefax, to the arbitrator notifying the arbitrator of the selection and requesting that a Pre-Hearing Conference be scheduled as soon as possible of receipt of the letter and inquiring whether the arbitrator is available to conduct a hearing on the merits within ninety (90) days of being selected.
- 18.15.6.2 In the event the selected arbitrator is unable to conduct the hearing on the merits within ninety (90) days the parties may by mutual written agreement select a new arbitrator. The new arbitrator shall be selected by utilizing the process identified in Article 18.15.6 for the original list.
- 18.15.7 The Arbitrator shall schedule and conduct a Pre-Hearing Conference by such method deemed appropriate by the Arbitrator. The Arbitrator will address Pre-Hearing Motions during the Pre-Hearing Conference which may include, but are not limited to, motions to reduce the number of witnesses called by a party or to limit the testimony of witnesses, in the event that it is apparent that the testimony

of such witnesses will be cumulative. Each party shall submit a Pre-Hearing Statement to the Arbitrator and the opposing party, in advance of the Pre-Hearing Conference, containing the following information:

- 18.15.7.1 a statement of the issues;
- 18.15.7.2 proposed stipulations of fact;
- 18.15.7.3 a list of witnesses to be called and a summary of their testimony;
- 18.15.7.4 a list of exhibits;
- 18.15.7.5 requests for subpoenas; and
- 18.15.7.6 estimate of the amount of time needed for the hearing.

18.15.8 The County shall mechanically record any Pre-Hearing Conference at which the arbitrator is hearing a dispositive motion. The Association may also mechanically record the Pre-Hearing Conference. However, the County shall maintain the official record.

18.15.8.1 Following the Pre-Hearing Conference, the arbitrator shall issue a Pre-Hearing Order which shall contain:

- 18.15.8.1.1 the issues submitted for arbitration;
- 18.15.8.1.2 stipulations of fact;
- 18.15.8.1.3 a deadline for disclosure of witnesses and exhibits;
- 18.15.8.1.4 a deadline for the close of discovery;
- 18.15.8.1.5 a deadline for filing pre-hearing motions;
- 18.15.8.1.6 a hearing date or dates, which may be continued for good cause.

18.15.9 The Arbitration shall be conducted in the Legal Department's conference room or some other place mutually agreed upon by the parties to the Arbitration proceeding. The arbitration hearing shall be open to the public unless the parties agree to the contrary. The costs of arbitration services shall be borne as follows: the losing party shall pay all fees and expenses of the arbitrator; and the arbitrator shall designate the losing party for the purposes herein. The arbitrator may find that both parties lost in part (e.g. reduction of disciplinary action to lesser penalty), and apportion fees and expenses accordingly. However, each party shall bear all of its own costs.

18.16 The grievant may have no more than two (2) personal representatives, one of whom may, but need not, be an attorney, represent him at any stage of the grievance procedure or at the Arbitration proceedings. The County may be represented by an attorney and may have present one (1) additional representative appearing on behalf of the Department.

18.17 The Arbitrator shall have no authority to add to or to arbitrate away in whole or in part any provision of this Agreement. The Arbitrator shall, within the time limits set forth below, issue his Award and a written opinion in support thereof. The Arbitrator's Opinion and Award shall be confined to an interpretation of the Agreement and a resolution of the

specific grievance under consideration, as set forth at the Step Two conference. The Arbitrator shall have no authority to determine any issue not specifically so submitted. The Arbitrator shall have no authority to grant interest in connection with any award of back pay or benefits.

- 18.18 Either party may request that a verbatim stenographic transcript be taken of the arbitration proceedings by a certified court reporter. Any party so doing shall bear the cost thereof.
- 18.19 The opinion and award of the Arbitrator shall be final and binding on the parties to the extent provided by applicable law or regulation.
- 18.20 The Arbitrator's Opinion and Award shall be mailed to the parties within thirty (30) days of close of the hearing or as soon as possible thereafter.
- 18.21 The parties may agree to expedited Arbitration and request the Arbitrator to issue his Opinion and Award orally from the bench at the conclusion of the hearing.
- 18.22 The arbitrator shall determine the length of time necessary to present the arbitration testimony.

ARTICLE 19

LEAVES AND SCHEDULING

- 19.1 Requests or Use of Leave. It is the County's policy to approve all requests for leave in a fair and equitable manner, consistent with staffing requirements. Inappropriate requests or use of leave may result in such leave being denied, or the leave may be deemed as unauthorized.
- 19.2 Unauthorized Leave Without Pay (ULWP). Employees who fail to appear for work without authorized leave, or who appear for work but who are in violation of MDC policy governing their readiness for work, shall be considered to be on Unauthorized Leave Without Pay and may be subject to disciplinary action up to and including dismissal. Employees shall not be paid for any periods of unauthorized leave and shall not accrue sick or annual leave during periods of unauthorized leave. Unauthorized absence for three (3) or more consecutive work days shall be considered as abandonment of the position and voluntary resignation with the County.
- 19.3 Military Leave. All employees authorized military leave shall be granted such leave in accordance with applicable state and federal law. It is the responsibility of the employee to provide military orders with notification of the required absence at least (15) fifteen days prior to the commencement of leave or promptly upon receiving such notification. The employee shall also provide original and one copy of the military leave orders if such orders are written.

- 19.3.1 Qualifying bargaining unit employees will be awarded up to 200 hours of military leave per federal fiscal year.
- 19.3.2 Once all applicable conditions have been met and the leave has been approved, the employee will not be assigned any overtime the day before the start of the approved leave.
- 19.4 Leave Without Pay (LWOP). The County Manager or his designee may authorize leave without pay for six (6) months or less, upon written request of the employee concerned. An employee shall be returned to his former position or be reassigned to a comparable position if the employee returns to work within six (6) months of the day LWOP became effective. This requirement may be waived by written agreement of the parties. The County shall have no obligation to return the employee to his former or comparable position if the LWOP is for a period greater than six (6) months. Neither annual leave nor sick leave shall be accrued while on LWOP. Failure to report back to work upon expiration of approved LWOP shall be considered a resignation.
- 19.5 Bereavement Leave. Bereavement leave is leave with pay for which the employee is not charged due to the death of an immediate family member. It may be granted by the Chief of Corrections or designee upon the employee's request. Bereavement leave may be granted for a period not to exceed five (5) working days. For purposes of this Article, immediate family members is defined as: mother, father, sibling, grandparents, spouse, children either natural or adopted, grandchildren, aunts (limited to sister of parent) and uncles (limited to brother of parent) and like relatives of employee's spouse.
- 19.5.1 An employee shall complete a Bereavement Leave Request form and receive written approval for such leave prior to taking Bereavement Leave, whenever possible. In those situations where it is not possible to complete the Bereavement Leave Request form prior to seeking approval for Bereavement Leave, the employee shall request and receive verbal approval from his immediate supervisor and, the employee shall complete the Bereavement Leave Request form within five (5) days of returning to work. The Chief of Corrections or designee upon receipt of the Bereavement Leave Request form may then adjust the amount of Bereavement Leave granted to the employee and shall be permitted to charge the employee's annual leave for the balance of any disapproved Bereavement Leave. If the employee does not have adequate annual leave balances he shall be charged with leave without pay. Failure to provide adequate documentation within thirty (30) days to prove familial relationship shall result in the employee being charged with leave without pay.
- 19.6 Annual Leave. All employees covered by this Agreement shall be entitled to annual leave with pay in accordance with the following schedule:

<u>Seniority</u>	<u>Reg. Hrs. Worked</u>	<u>Accrual</u>	<u>Days Accrued</u>
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6 mos – 5 yrs	20	1.0 hrs.	13.0 days
5 yrs – 10 yrs	20	1.3 hrs.	16.9 days
10 yrs – 15 yrs	20	1.5 hrs.	19.5 days
15 yrs – 20 yrs.	20	1.7 hrs.	22.1 days
20 yrs or more	20	2.0 hrs.	26.0 days

19.6.1 During each full calendar year of employment, no more than two hundred and eighty-eight hours of accrued annual leave may be carried forward into the following calendar year.

19.6.1.1 An employee with more than 288 hours shall be allowed to sell backup to 80 hours of annual leave. A written request for cash payment shall be submitted to the Human Resources Department by November 15th of each year. Payment for the excess hours shall be made the first payday in December. All such converted hours shall be deducted from the employee's annual leave balance.

19.6.2 Employees shall not be required to work an involuntary overtime assignment during any shift on the day before a regularly scheduled day that an employee is on annual leave or personal holiday. Annual leave usage of less than six (6) hours does not trigger this restriction.

19.6.3 Employees requesting Annual Leave must request said leave in increments of six (6) hours or more unless the Chief of Corrections or his designee approves smaller increments.

19.6.3.1 Officers who are assigned to C.E.R.T. are not required to respond to call-outs if they are on approved annual leave/leave override/personal holiday on the day of the call-out. Members will not be ordered to overtime on their regular days off unless an emergency is declared by the Commander and approved by the Chief of Corrections or designee.

19.7 Administrative Leave. For the purpose of this Agreement, an employee placed on Administrative Leave shall be required to call-in on a daily basis as directed at the time the employee is placed on such leave status. Call-in shall not be required on weekends or those holidays recognized in Article 14 of this Agreement.

19.8 Jury Duty Leave. An employee, when called for jury duty by a federal, state, metropolitan or magistrate court, shall be given a paid leave of absence, provided that the employee provides adequate proof of dates and time served and returns to the County the jury fee received (other than meals and travel allowances). Such time shall be counted as hours worked. An employee may elect to use annual leave in lieu of paid jury duty leave and may then keep the fee provided by the Court.

- 19.9 Voting Time. An employee who is registered and eligible to vote in a state or federal election, shall be given, upon request, leave with pay for two (2) hours for the purposes of voting. However, an employee is not eligible for such paid leave if the employee's shift begins more than two (2) hours subsequent to the time of opening of the polls or ends more than three (3) hours prior to the time of the closing of the polls.
- 19.10 Family and Medical Leave Act Leave. Employees may also be entitled to leave as provided under the Family and Medical Leave Act.
- 19.11 Humanitarian Leave. Humanitarian Leave shall be available for employees who have exhausted all paid leave and are experiencing a long term and serious illness or disability that is not work related. The leave shall not exceed twenty (20) workdays.
- 19.11.1 The leave shall be drawn from a pool of Humanitarian Leave days contributed by employees. Only employees who contributed to the pool the year prior to medical condition that generates this request will be eligible for this leave. The pool shall not exceed one thousand hours at any time.
- 19.11.2 A Humanitarian Leave Committee shall be established. The committee shall be composed of three (3) Union appointees and three (3) County appointees. The committee shall receive and evaluate all requests for Humanitarian Leave. The decisions of the committee shall be final and shall not be subject to this Agreement's grievance and arbitration procedure.
- 19.11.3 An employee who is in a Humanitarian Leave status shall not accrue sick and annual leave during such period.
- 19.11.4 Upon ratification and approval of this Agreement, the Humanitarian Leave Committee shall meet to develop rules and regulations for this provision. No Humanitarian Leave shall be awarded until the rules and regulations have been approved by the Union President and the County Manager.
- 19.12 Paid Parental Leave for Eligible Employees (PPLLEE)
- 19.12.1 PPLLEE shall be administered in compliance with the Bernalillo County approved Policies.

ARTICLE 20

MODIFIED DUTY

- 20.1 An employee who has been on authorized leave due to a work-related illness or injury, upon release from his physician may be permitted to return to work in a temporary modified duty assignment within the County, if such position is available. Such employee shall not be assigned to a position which could jeopardize or aggravate his physical condition. The intent of this provision is to permit such employee to return to work as soon as it is medically permissible for him to do so. Modified 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.

ARTICLE 21
WORKERS' COMPENSATION/INJURY TIME

- 21.1 An employee injured on the job or suffering from occupational diseases, as defined in the New Mexico Workers Compensation Statute, shall apply for Worker's Compensation benefits as prescribed by law.
- 21.2 All job-related injuries requiring medical attention shall be reported to the employee's immediate supervisor as soon as possible, but in any event, no later than fifteen (15) days following the accident. The County's Risk Management Department shall receive a "First Report of Accident Form" within forty-eight (48) hours of the accident, but in no event later than fifteen (15) days after the accident.
- 21.3 Supervisors shall complete a "Supervisor's Accidental Investigation Report" and a signed medical authorization to be submitted to the Risk Management Department within twenty-four (24) hours, of the employee's submitting the First Report of Accident form, and in no event more than fifteen (15) days following the accident.
- 21.4 An employee who incurs a job-related injury/illness shall visit a County contracted physician. The County contracted physician, and/or his professional team may treat the employee or refer the employee to a non-contract physician depending upon the nature of the medical problem.
- 21.5 When an obvious medical emergency situation exists, the employee shall be taken, or go to the nearest emergency room or urgent care center. Treatment subsequent to emergency treatment shall be coordinated by the County contract physician.
- 21.6 All eligibility for Workers' Compensation benefits is determined by the NM Workers' Compensation Administration.
 - 21.6.1 During the eight hundred (800) hour period of injury time, the County shall pay the employee's share of all those employee benefits sponsored by the County.
 - 21.6.2 In the event that two-thirds (2/3) of the employee's gross salary exceeds the maximum paid by Worker's Compensation, the County will pay the employee the difference between the amount paid by Worker's Compensation and the two-thirds (2/3) of the employee's gross salary during the eight hundred (800) hours of injury time. However, the County shall not be responsible for paying the difference if the Worker's Compensation benefit is reduced as the result of a garnishment, tax levy or other Court Order.
 - 21.6.3 An employee injured on the job may use accrued annual or sick leave for each regularly scheduled workday after the injury occurs for all such days not paid by Worker's Compensation. Employee shall not be entitled to any Worker's Compensation benefit for all days where annual leave or sick leave was received by the employee in lieu of Worker's Compensation. Annual leave or sick leave used

by the employee in lieu of Worker's Compensation shall be re-credited to the employee upon receipt of the reimbursement by Worker's Compensation after the expiration of the statutory waiting period.

- 21.6.4 An employee shall accrue annual leave and sick leave while on injury time.
- 21.7 In the event of a lump sum settlement with Worker's Compensation, the settlement shall be adjusted for the injury time payments previously received, provided that in no case shall the deduction exceed the amount of the lump sum settlement.
- 21.8 An employee shall return to his former position or be reassigned to a comparable position if the employee obtains a physician's certification indicating that the employee is able to return to work and perform the essential functions of his position and the employee returns to work within six (6) months of the date of injury.
- 21.9 An employee returning from Workers' Compensation disability may return to Modified Duty if an appropriate position is available or if the County can reasonably accommodate the employee by modifying the job requirements and the employee's physician certifies that the employee is capable of returning to a modified work schedule.
- 21.9.1 If an employee is on injury time and working twenty (20) or more hours but less than forty (40) hours per week, the County shall continue to pay its share of the employee's benefits on a pro-rata basis, based on hours worked.
- 21.9.2 An employee on modified duty will not be placed in a position which could jeopardize or aggravate their physical condition. The intent of this provision is to permit the return to work as soon as it is medically possible.
- 21.10 If an employee who is receiving or due to receive benefits pursuant to the Worker's Compensation Act does not qualify for a Modified Duty assignment and has not been able to return to work during the six (6) months that the employee's position is held open and the County is subsequently hiring for that position within twenty-four (24) months of the accident, the County shall offer to rehire the employee subject to the "rehire" provisions of Article 37.6 if said employee applies for his pre-injury job and subject to the following conditions:
- 21.10.1 The employee's treating health care provider certifies that the employee is fit to carry out the pre-injury job without significant risk of re-injury, and
- 21.10.2 The County has the pre-injury job or modified work available.

ARTICLE 22

ECONOMICS

22.1 Wages.

22.1.1 Corrections Officer Year Two through Year Four \$22.43

22.1.2	Corrections Officer Five Plus Years	\$24.67
22.1.3	Sergeant (Sgt.)	\$27.49
22.1.4	Lieutenant (Lt.)	\$33.28

22.2 P.E.R.A.

The County will provide P.E.R.A. Municipal Detention Officer Plan Coverage to all appropriate members of the bargaining unit (Lieutenants, Sergeants, and Corrections Officers). The County will pay eight-point seventy-six percent (8.76%) of the Employee's portion with the Employee paying the remaining nine-point three nine percent (9.39%).

22.3 Differential Pay.

- 22.3.1 Employees assigned to the swing shift shall receive fifty cents (\$0.50) per hour shift differential pay.
- 22.3.2 Employees assigned to the graveyard shift shall receive fifty cents (\$0.50) per hour shift differential pay.
- 22.3.3 Employees assigned to the weekend day shift shall receive seventy-five cents (\$0.75) per hour shift differential pay.
- 22.3.4 Employees assigned to the weekend swing shift shall receive one dollar (\$1.00) per hour shift differential pay.
- 22.3.5 Employees assigned to the weekend graveyard shift shall receive a seventy-five cents (\$0.75) per hour shift differential pay.
- 22.3.6 Swing and Graveyard shifts will be defined by Department.

22.4 Clothing/Cleaning Allowance. All uniformed employees covered by this agreement shall receive a clothing and personal properties allowance of six hundred fifty dollars (\$650.00) per year to be paid in equal monthly installments on the first pay period of each month. Payments may be prorated on a pay period basis, twenty -six (26) equal payments per year.

22.5 Personal Property Replacement.

22.5.1 The County shall reimburse the employee who has not been negligent for damage to glasses (frames and lenses), hearing aids, dentures, watches, or any article of regulation uniform, based upon current/replacement value, when such items are lost or damaged as a result of duty requirements, not to exceed \$500.00 unless otherwise approved by the Chief of Corrections. The following steps must be implemented:

- 22.5.1.1 Submit the claim on an Incident Report to the employee's immediate supervisor on the date of occurrence, if possible but no later than the employee's next active duty shift.
- 22.5.1.2 Submit the claim with the damaged equipment or personal property and receipt.
- 22.5.1.3 The request for reimbursement shall be reviewed by the County Human Resources Department.
- 22.5.1.4 This process shall be accomplished within twenty (20) days of occurrence.

22.6 Insurance Coverage.

22.6.1 Health. For each employee the County shall pay up to a maximum of eighty percent (80%) of the monthly premium for any health insurance plan offered to employees by the County. The employee shall pay the balance of the monthly premium.

22.6.2 Dental. For each employee the County shall pay up to a maximum of sixty percent (60%) of the monthly premium for any dental insurance plan offered to employees by the County. The employee shall pay the balance of the monthly premium.

22.6.3 Inoculation and Immunization. Where health and/or Worker's Compensation insurance do not provide coverage for inoculation or immunization for contagious diseases, the County agrees to provide coverage for such inoculation or immunization for the employee and those family members residing in the same household as the employee. The County is obligated to provide coverage only for those procedures that are proven to be medically effective. In the event the employee or any family member fails or refuses to timely complete the required series of such inoculation or immunization procedures pursuant to this provision, the employee shall be liable to reimburse the County for all expenses thus incurred.

22.7 Longevity Pay - Bargaining Unit employees who have exhibited departmental dedication and have served continuously with MDC/BCDC each Officer shall receive the following sum on a bi-weekly basis, less applicable withholding, based on years of service:

22.7.1 Year 5 (60-71 months) \$100 Bi-Weekly totaling \$2600 Annually

22.7.2 Year 6 (72-83 months) \$125 Bi-Weekly totaling \$3250 Annually

22.7.3 Years 7-9 (84-119 months) \$225 Bi-Weekly totaling \$5850 Annually

22.7.4 Years 10-12 (120-155 months) \$300 Bi-Weekly totaling \$7800 Annually

22.7.5 Years 13-15 (156-191 months) \$350 Bi-Weekly totaling \$9100 Annually

22.7.6 Years 16-17 (192-215 months) \$450 Bi-Weekly totaling \$11,700 Annually

22.7.7 Years 18+ (216 months) \$600 Bi-Weekly totaling \$15,600 Annually

22.8 Academic Incentive Pay - Employees with a Bachelor's Degree or higher, awarded by an accredited University or College, shall receive forty-five dollars (\$45.00) per month academic incentive pay

ARTICLE 23 DRUG AND ALCOHOL TESTING

23.1 The use of drugs and alcohol, whether on or off the job or for "recreational purposes" or otherwise, constitutes a serious threat to the health and safety of the public, to the safety of the employees, and to efficient operation of the County. In recognition of this principle, the following procedure shall be utilized to eliminate the adverse impact of drugs and alcohol in the workplace:

23.1.1 Whenever the County requires a drug test, the employee's urine shall be tested for the following drugs or their metabolites and a positive test result shall be reported to the Medical Review Officer at the indicated levels:

Amphetamines - 1000 NG/ML
Barbiturates - 200 NG/ML
Benzodiazepines - 200 NG/ML
Cannabinoids - 50 NG/ML
Cocaine metabolites - 300 NG/ML
Methadone - 300 NG/ML
Methaqualone - 300 NG/ML
Opiates - 300 NG/ML
Phencyclidine - 25 NG/ML
Propoxyphene - 300 NG/ML

23.1.1.1 County Human Resources may add to this list as necessary with County Manager approval.

23.1.1.2 Alcohol shall be tested by the use of a breath analysis and a positive test shall be reported at an alcohol concentration of greater than .02.

23.1.2 An employee shall be required to undergo a drug/alcohol test if there is a reasonable suspicion that the employee's alcohol or drug use could impair job performance and/or safety.

23.1.3 Reasonable suspicion shall mean that there is objective evidence, based upon known specific, articulable observations of the employee's appearance, behavior, speech or body odor that would lead a reasonable person to believe that the employee is under the influence of alcohol or drugs while on duty.

23.1.4 When a reasonable suspicion has been developed to lead a supervisor, to believe that an employee is under the influence of drugs or alcohol, he shall report such suspicion to the Chief. The Chief or in his absence the Chief's designee may order an analysis of the concerned employee's breath or urine for the exclusive purpose of detecting the use of drugs or alcohol.

23.1.5 The County shall be responsible for transporting the employee to the testing site.

23.1.6 An employee assigned to any of the sections identified hereunder shall undergo an analysis of his breath or urine for the purpose of detecting the use of drugs or alcohol prior to commencing such assignment as well as random testing as part of a pool of employees in each category throughout the period of such assignment:

23.1.6.1 Corrections Emergency Response Team (CERT);

23.1.6.2 Security Threat Investigative Unit (STIU);

23.1.7 Employees in these categories shall also be subject to random testing as part of the pool of bargaining unit employees.

23.2 Any employee who is involved in an accident with a County owned vehicle, or personally owned vehicle during the course and scope of their employment, shall be required to submit to a post-accident breath and urine test. An accident shall be defined as all events involving a County vehicle during the course and scope of their employment which results in damage to any vehicle, injury to a person or damage to any property.

- 23.3 Any employee required by his assignment to maintain a Commercial Driver's License (CDL) shall be subject to the provisions of the County's Substance Abuse and Alcohol Misuse Policy.
- 23.4 Self-Identification. An employee who believes or suspects that he may have a problem with controlled substance use and/or alcohol misuse may voluntarily identify themselves to the County Personnel Department's Controlled Substance and Alcohol Coordinator (CSAC) or CSAC's designee. The CSAC or CSAC's designee shall refer the employee to the County Employee Assistance Program (EAP) for evaluation by a Substance Abuse Professional (SAP). This must occur prior to the employee being involved in a situation that is; or could be, subject to disciplinary action.
- 23.4.1 Within three (3) working days of self-identification, an employee shall elect to participate in the County approved treatment plan or resign from employment with the County, or otherwise be subject to dismissal from the County of Bernalillo.
- 23.4.2 If the SAP determines that an employee who has self-identified for alcohol misuse also abuses substances or that an employee who has self-identified for substance abuse also misuses alcohol, the SAP can require that the employee be tested for substance abuse and alcohol misuse.
- 23.4.3 An employee may self-identify at any time except within thirty-two (32) hours after an accident or after being notified that they must submit to a pre-employment, random or reasonable suspicion testing and shall only be allowed to self-identify once for either substance abuse or alcohol misuse during any employment with the County, regardless of any break-in-service or change in job position.
- 23.4.4 All costs of the initial evaluation by the SAP shall be the County's responsibility. All costs for counseling or rehabilitation shall be the employee's responsibility.
- 23.4.5 An employee who self-identifies shall only be granted leave in conjunction with self-identification as determined necessary by the SAP. In the event the SAP determines leave is necessary, the employee shall be granted either annual leave, sick leave or leave without pay status.
- 23.4.5.1 In the event the employee is eligible for benefits under the Family and Medical Leave Act (FMLA), any leave taken by the employee, either paid or unpaid, shall be considered leave taken under FMLA.
- 23.4.6 An employee who self-identifies is subject to substance abuse and/or alcohol testing at the discretion of the SAP any time between self-identification and when the SAP's certifies the employee is again able to perform his job duties.
- 23.4.7 An employee who self-identifies shall be in compliance with the County approved treatment plan upon the SAP's certification that the employee is able to perform his job duties, but in no event, shall the period to return to performing his job duties exceed ninety (90) calendar days after self-identification.
- 23.4.7.1 Compliance with the County approved treatment program means

that the employee has submitted to a return-to-duty substance abuse test with a "verified negative" result and/or an alcohol test with either an alcohol concentration of 0.02 or less or an alcohol concentration of zero if any use of alcohol is prohibited by the employee treatment plan, and the employee is cooperating in the County approved treatment plan.

23.4.7.2 Non-compliance with the County approved treatment plan shall subject the employee to dismissal.

23.4.8 Once an employee has been released to work after self-identification and return-to-duty testing, the employee shall be subject to unannounced follow-up alcohol and/or controlled substance testing as directed by the Substance Abuse Professional (SAP). An employee shall be subject to a minimum of at least six (6) tests in the first twelve (12) months following the employee's return-to-duty.

23.4.9 An employee who undergoes a controlled substance test at any time after self-identification, and receives a "verified positive" result, shall be dismissed.

23.5 In the event the County requires an employee to submit to a "reasonable suspicion" drug or alcohol test, the County shall place the employee on paid Administrative Leave pending the final test results.

23.5.1 The County shall bear the cost of the initial drug or alcohol test. The employee shall bear the cost of a test of the split sample. The County shall reimburse the employee for the cost of the test of the split sample in the event the result of the test is negative.

23.5.2 Any employee who refuses to appear for drug or alcohol test shall immediately be removed from assignment and shall be terminated.

23.6 Random Testing Due to the safety sensitive nature of their positions all employees shall be subject to random testing. The selection of employees shall be made by a computer based random number generator from a pool of all bargaining unit employees.

23.6.1 The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year; and

23.6.2 The number of employees randomly selected for drug/alcohol testing during the calendar year shall be a minimum of twenty percent (20%) and a maximum of fifty percent (50%) of the total number of employees in the pool.

23.7 An employee who receives a verified positive test result as the result of a reasonable suspicion, post-accident or random drug or alcohol test shall be dismissed.

23.8 Supervisors will receive a minimum of sixty (60) minutes of drug and alcohol specialized training. Non-supervisory employees will receive a minimum of sixty minutes training on the effects and consequences of prohibited drug and/or alcohol use.

23.9 Prior to conducting any testing under this Article, the County shall prepare and implement

a Drug and Alcohol Testing Policy to be distributed to employees and supervisors, and all employees and supervisors shall receive training on the Policy. The County shall provide drafts of the Policy to the Association President for review and comment during the drafting of the Policy. The County shall also provide the final Policy to the President of the Association for review and comment, prior to its implementation.

- 23.10 An employee following any drug test that could result in dismissal has the option to get a second test done at the employee's own expense. This test shall confirm or dispute the results of the initial test and should be completed within 24 hours of notice. The test will follow the testing as stated in 23.1.1. The employee must utilize the same company that conducted the initial testing.

ARTICLE 24

FIREARMS QUALIFICATIONS

- 24.1 All employees upon written authorization from the Chief of Corrections that have successfully completed the facility's Firearms certification training are required to carry a firearm in the line of duty, as set out below:

- 24.1.1 Corrections officers assigned to the Transport Unit, and sergeants or lieutenants assigned to District Court within the transport unit.
- 24.1.2 Corrections Officers, Sergeants, and Lieutenants assigned to the Community Custody Program (CCP).
- 24.1.3 Members of the Corrections Emergency Response Team (CERT) who are assigned to designated firearms positions.
- 24.1.4 Any other employee that the Chief of Corrections authorizes to carry a weapon, in the line of duty, provided they passed the firearm certification training.
- 24.1.5 All employees authorized by the Chief of Corrections to carry firearms shall be required to qualify every calendar quarter with the authorized weapon.
- 24.1.6 Qualifications and remedial training will be completed before the end of the active quarter.

- 24.2 Qualifications shall be conducted under guidelines submitted to the New Mexico Law Enforcement Academy and will consist of:

Quarter 1: Manipulation Skills Test and Malfunction Fire Course
Quarter 2: NM DPS Day Fire Course
Quarter 3: Stress Course
Quarter 4: NM DPS Night Fire Course

- 24.3 The County shall supply for each employee a minimum of one hundred (100) rounds of service ammunition chamberable in the standard issue handgun and a minimum of fifty (50) rounds for shotgun and rifle per quarter on an individual basis for a training day. If the employee wishes to attend additional training opportunities with their own ammunition, they may volunteer to do so if positions are available and approved by the Range Master,

- but training with their own ammunition will not be on a paid status.
- 24.3.1 Three dates for expenditure of the ammunition will be authorized and announced, per quarter, for personnel to have range access. The Range Master will decide the dates and staff the range as required. One training day will be on paid status.
- 24.3.2 The issued ammunition must be expended at the firing range during courses of fire supervised by MDCs range personnel.
- 24.4 The Chief of Corrections may authorize an employee that fails the quarterly qualification to attend remedial training. The Chief of Corrections' denial of the request is not grievable.
- 24.4.1 In the event an employee fails to appear at the range and attempt to qualify with the handgun, he or she shall be reassigned immediately to a non-firearm required position (following the protocol established in Article 10.5).
- 24.4.2 Staff failing to qualify may be authorized to participate in remedial training for eight (8) hours upon authorization from the Chief of Corrections and will be required to attempt qualification immediately following such remedial training.
- 24.4.3 Staff failing to qualify after an eight (8) hours remedial training may be authorized for a second eight (8) hours remedial training upon authorization from the Chief of Corrections and will be required to attempt qualification immediately following such training.
- 24.4.4 Staff failing to qualify after eight (8) hours remedial training must immediately relinquish their assigned firearm(s) and will be immediately reassigned to a non-firearm carrying position in accordance with the applicable collective bargaining unit, if any.
- 24.4.5 Staff who fail to pass quarterly qualifications without the aid of remedial training more than two (2) times within a rolling calendar year will be required to immediately relinquish their firearm(s) upon the third qualification failure and will be reassigned to a non-firearms carrying position in accordance with the applicable collective bargaining agreement, if any.
- 24.5 Remedial training shall be on paid status. Ammunition for the remedial training shall be provided by the County in the following amounts:
- 24.6.1 500 rounds of pistol ammunition; or
- 24.6.2 250 rounds of shotgun ammunition; or
- 24.6.3 250 rounds of rifle ammunition.
- 24.6 The parties agree that any changes to MDC Firearms policy will require a meeting to discuss and confer regarding the changes.

ARTICLE 25

TELEPHONES

- 25.1 Employees shall have telephones, landline or cell phone, at their residences, if available, and shall report changes of their telephone numbers or addresses to Chief of Corrections and/or Human Resources within two (2) working days after such changes. Telephone numbers and addresses are confidential and shall not be released to anyone outside of the MDC or Human Resources without express approval from the concerned employee, or as the result of the issuance of a valid subpoena or other court or administrative order. If the employee does have a cellphone the employee shall be required to provide that number to the Chief of Corrections and/or Human Resources.

ARTICLE 26 OUTSIDE EMPLOYMENT

- 26.1 An employee may engage in outside business activity or outside employment provided it is not inconsistent, incompatible, and does not conflict and does not interfere, with the proper discharge of the employee's duties and responsibilities. It is acknowledged by the parties that the County is the primary employer. Factors considered for approval shall include, but are not limited to, attendance, disciplinary actions, and job performance.
- 26.2 Approval for outside business activity or employment shall be secured from the Chief of Corrections or his designee and the Human Resources Department Director prior to initiating such activity or employment.
- 26.3 The approval shall only be valid for a twelve (12) month period.

ARTICLE 27 INTERNAL AFFAIRS/OPS AND POLYGRAPH EXAMINATION

- 27.1 The Internal affairs/OPS Unit (I.A.U.)/OPS is responsible to the Chief of Corrections and is established to conduct administrative investigations with three (3) major purposes:
- 27.1.1 To protect innocent employees;
 - 27.1.2 To assist in maintaining Department integrity; and
 - 27.1.3 To identify members or employees guilty of misconduct so that they may be retrained and corrected, or if unacceptable for further police service, be removed from employment through proper administrative action.
- 27.2 The internal affairs/OPS interview of an employee shall be scheduled for a reasonable hour convenient to all parties concerned and preferably when the employee is on duty unless circumstances dictate otherwise. Internal affairs/OPS interviews and investigations shall be concluded without unreasonable delay. Employees subject to investigation will be given reasonable opportunity to obtain union representation. Reasonable time to obtain representation shall not exceed two (2) hours.

- 27.2.1 Any time an employee is in a paid status, he is considered on duty. All internal affairs/OPS interviews shall be conducted on duty.
- 27.3 Prior to the commencement of the internal affairs/OPS interview, the employee under an internal affairs/OPS investigation shall be informed of the nature of the internal affairs/OPS investigation. If it known that the employee being interviewed is a witness only, he should be so informed at the initial contact.
- 27.4 The questioning shall not be unreasonably long in duration. Each session of questions may be no longer than three (3) hours maximum. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, as may be required by the circumstances.
- 27.5 Internal affairs/OPS interviews shall be limited in scope to activities, circumstances, events, conduct or acts which are relevant to the incident which is the subject of the internal affairs/OPS investigation. Nothing in this Article shall prohibit questioning the employee about information which is developed during the course of the internal affairs/OPS interview.
- 27.5.1 All interviews shall be in accordance with the Peace Officers Employer-Employee Relations Act (29-14-1 NMSA 1978). All officers interviewed will be made aware of (by the individual conducting the interview) their Garrity Rights. Once the employee has been identified as the subject of an investigation by the chief, the employee is entitled to representation by any person including a union representative or attorney. Such request and representation shall be accommodated.
- 27.6 The complete internal affairs/OPS interview of the employee shall be recorded. The type of recording will be announced at the start of any recording (voice, video, etc.). The recording will be transcribed upon the request of the employee involved. There shall be no off the record questions or statements. All recesses called during the questioning shall be noted on the record. The tape recording shall be preserved and may be introduced before an Arbitrator. The person being investigated shall also be allowed to record the interview provided it does not delay the investigation.
- 27.7 In the event it is determined that the complainant falsified his internal affairs/OPS statements, the Department shall take whatever action it deems appropriate and the employee may at his discretion pursue whatever legal remedies are available.
- 27.8 Any employee found to be knowingly withholding evidence or information pertaining to an internal affairs/OPS investigation shall be subject to disciplinary action up to and including dismissal.
- 27.9 No matter handled by the Internal affairs/OPS Unit shall be included in the employee's official personnel file unless formal disciplinary action is taken.
- 27.10 When an I.A.U./OPS investigation indicates an employee is likely to be charged with the commission of a crime, the matter will be turned over to the Bernalillo County Sheriff's

Office (BCSO), Albuquerque Police Department (APD), New Mexico State Police (NMSP) or other appropriate Law Enforcement Agencies.

- 27.11 The Chief of Corrections may by written directive, order any employee to submit to any deception detecting examination or technique, including but not limited to, the following types: mechanical, physical, or psychological.
- 27.12 The Chief of Corrections or designee may order a polygraph examination as a condition of continued employment and only after the following has been done:
 - 27.12.1 After the Department Director has carefully reviewed the entire case.
 - 27.12.2 All investigative leads have been exhausted.
- 27.13 Polygraph examiners utilized by the Department shall have been trained in a reputable course of instruction and accredited by the American Polygraph Association and shall be qualified as an expert under the New Mexico Rules of Evidence Rule 11-707(8).
- 27.14 The employee who is being examined by a polygraph device shall not be entitled to an employee representative present in the examination room during the examination, provided that an employee representative was permitted to be present during the pre-polygraph examination and the polygrapher utilizes only the questions developed in that examination. Such representative may witness the examination from the observer's room. The conditions regarding the employee representative applicable to Internal affairs/OPS' investigations are applicable to polygraph examinations.
 - 27.14.1 The employee representative will be given a copy of all questions that will be asked. Only questions that were developed during the pre-polygraph examination will be asked.
 - 27.14.2 Only the examiner and the examinee may be present in the room when the examination is being administered.
 - 27.14.3 Any individual who administers and or interprets an examination must be licensed with the state of New Mexico.
- 27.15 The name of the person making allegations shall be disclosed to the alleged wrongdoer by the investigator. Disclosure of the complainant's name will not be required if revealing his/her name jeopardizes the investigation.
- 27.16 The interrogation shall be completed as soon as possible, and the actual interrogation shall be completed as follows:
 - 27.16.1 A maximum of three (3) three (3) hour periods within a period of twenty-four (24) hours with a one (1) hour break between sessions. In no event shall the employee's interrogation sessions exceed eleven (11) hours. The one (1) hour break shall be defined as time worked.
 - 27.16.2 In all instances in addition to the one (1) hour breaks provided for in paragraph (a) above, time shall be provided for personal necessities as reasonably necessary.

- 27.17 The employee shall not be subject to coercion or promises of reward as an inducement to answer questions. Nothing herein is to be construed to prohibit the investigating officer from informing the Employee that his/her conduct can become the subject of disciplinary action.

ARTICLE 28

ISSUED EQUIPMENT

- 28.1 The County agrees to furnish all required equipment set forth under the Corrections Department's Policy and Procedure. A list of such items may be kept current in the Department Policy and Procedure. The Chief of Corrections may make changes to the Policy and Procedure with the Labor Management Relations Committee (LMRC) input.
- 28.2 The employee shall be responsible for normal care and maintenance of all issued equipment.
- 28.3 An employee leaving the service of the County whether through resignation, retirement, layoff, or discharge is responsible for returning any County property that he/she may have in his possession.
- 28.4 If an employee fails to return issued equipment, the County shall be permitted to offset the cost of such equipment against any compensation for annual leave accruals that would be paid at the time of separation of employment.

ARTICLE 29

WELLNESS FITNESS

- 29.1 Bernalillo County will develop and implement a mandatory Wellness Fitness Program Policy for employees covered within this Collective Bargaining Agreement.
- 29.2 The Union is encouraged to provide written input regarding improvements to the department's Wellness & Fitness program.
- 29.3 It is acknowledged by the parties that officers should be physically fit to perform their duties and the Union and the administration encourage employees to participate in the department's Wellness and Fitness program.

ARTICLE 30

NEPOTISM

- 30.1 The County shall comply with the provisions of the then current New Mexico general anti-

nepotism statute.

ARTICLE 31

ANNUAL LEAVE CONVERSION CONTRIBUTED TO SICK LEAVE

- 31.1 An employee, who has more than 150 hours of accrued annual or sick leave, may at the discretion of the County, be permitted to contribute annual or sick leave to another bargaining unit employee when the employee is in need of sick leave hours due to critical circumstances as determined by the Human Resources Department.
- 31.2 The donation criteria are as follows:
 - 31.2.1 The collective bargaining unit employee is in need of sick leave hours due to critical circumstances as determined by the Human Resources Department.
 - 31.2.2 The annual/sick leave-hours contributed are transferred from one employee to another in hourly increments.
 - 31.2.3 A Conversion of Leave form is submitted to the Human Resources Department.
 - 31.2.4 Maximum number of hours allowed contributed is forty (40) hours annual or sick, respectively.
- 31.3 Hours transferred shall be converted to the other collective bargaining unit employee's account based on value of hours contributed but recorded as converted hours based on value of hours used.
- 31.4 The collective bargaining unit employee using contributed hours and not eligible for Family and Medical Leave Act leave shall be assured a County position for which he qualifies as a position becomes available, but shall give up the right to his current position once he has started using contributed hours. For purposes of accrual of sick and annual leave, an employee on contributed hours shall be considered on leave without pay and shall not accrue sick and annual leave. An employee receiving worker's compensation shall not be eligible to receive contributed hours.

ARTICLE 32

PARTIAL INVALIDITY, SEVERABILITY, AND WAIVER

- 32.1 This Agreement shall be effective upon ratification and execution by both parties and shall remain in effect until a new Agreement has been ratified and executed by both parties.
- 32.2 Should neither party to this Agreement request the opening of negotiations, at least one hundred twenty (120) days prior to June 30, 2023, this Agreement shall continue in full force and effect from year to year thereafter.

- 32.3 In the event that any of the provisions of this Agreement shall be declared by a Court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions thereof. In such event, the parties shall immediately meet to negotiate a suitable provision to replace the invalid or unenforceable provision.
- 32.4 This Agreement is the only Agreement between the parties and supersedes any and all previous agreements and understandings.
- 32.5 Should applicable law or circumstances render invalid, unenforceable, or no longer appropriate any provision of this Agreement, the parties shall meet to negotiate a suitable provision to replace the invalid or unenforceable provision. Such replacement provisions shall become effective immediately upon ratification according to the respective procedures and regulations of the parties and shall remain in effect for the duration of the Agreement.
- 32.6 In the event that an ambiguity exists with respect to, any provision of this Agreement, the parties may meet to negotiate a Memorandum of Understanding with respect to the affected provision, as well as any other provision whose interpretation or implementation is dependent or contingent thereon. Such Memorandum of Understanding shall be executed, signed, and dated by the President of the Local and the County Manager and shall remain in effect for the duration of the Agreement.
- 32.7 In the event that any of the provisions of this Agreement shall become invalid or unenforceable, such invalidity or be shall not affect the remaining provisions thereof.

ARTICLE 33

BULLETIN BOARDS

- 33.1 The County shall provide accessible space in each applicable work location for posting notices on a bulletin board. Such space shall be subject to change in accordance with departmental needs.
- 33.2 Material posted on the bulletin board by the Union shall contain only factual information and shall not contain derogatory statements concerning the County, or agency or department thereof, or its employees or given partisan support to political issues. Material posted on the bulletin board which, in the opinion of the Department Director or his designee, is not conformity with the above shall be called to the attention of a Union representative who shall remove the material pending a final resolution of the issue pursuant to the Grievance Procedure, Article 18.
- 33.3 Any material posted on the bulletin board shall bear the signature and title of the authorized Union president or designee.

ARTICLE 34

PROMOTIONS

- 34.1 Bernalillo County will hold a promotional process, completed no later than April of each Year for Lieutenant and a promotional process, completed no later than August, for Sergeant.
- 34.1.1 Bernalillo County shall notify the Union President and all candidates, via email, of individuals who complete the process and are eligible for promotion. The notice shall contain, the name of all individuals who passed and the ranking for those candidates according to scores. This notice shall be sent out no later than the first Friday in May for Lieutenants and the First Friday in September for Sergeants.
- 34.1.2 All staff who are listed on the email sent to the Union President as eligible shall be trained (5 days for Lieutenants in the Shift Commanders position and 30 days in units for Sergeants). The notice of a training schedule shall be sent no later than the first Friday in May for Lieutenants and the last Friday in September for Sergeants (in the event there are a large number of eligible candidates the administration may split the candidates into groups for training periods). All staff who promoted into the position of Sergeant shall be trained for 30 days of combined classroom and unit training. All promoted Lieutenants shall receive 5 days of training in the shift commander position.
- 34.2 All employees shall be evaluated at least quarterly and such evaluations shall be included in the individual's personnel file and a copy provided to the employee.
- 34.3 Sergeant's/Lieutenant's Promotional Process
- 34.3.1 Officers are required to have completed their probationary period and have three (3) years' experience at MDC to participate in the Sergeants Promotional Process. After successful completion of probation, any time served in excess of twelve (12) months will qualify as experience in applying the language of this Article.
- 34.3.2 To be eligible to participate in the Lieutenant's promotional process, a Sergeant shall have worked a minimum of two (2) years as a Sergeant at the MDC as of the completion of the promotional process.
- 34.3.3 It is acknowledged by the parties that part of the promotional process includes an oral assessment section. At least half of all persons serving as an assessor must have a background in corrections. The members shall be of a higher rank than the grade for which the candidate is testing. The members will be selected and approved by the Chief of Corrections or by the Chief's designee.
- 34.3.4 If two (2) or more Sergeants or Lieutenants are promoted at the same time, the higher score among the employees will determine seniority. If the test scores are the same, seniority will be determined by total length of continuous unbroken service within the department as a full-time non-probationary employee.
- 34.4 Trial Period and Evaluation.

All employees promoted to the rank of Sergeant/Lieutenant shall be appointed initially for

a six (6) month trial period; however, this period may be extended for an additional six (6) months upon the recommendation of such employee's Captain. Newly appointed Sergeants and Lieutenants shall be evaluated monthly during their trial period. During the evaluation period, an employee may be returned to the rank previously held at the discretion of the Chief of Corrections for cause and such return shall not be grievable or arbitrable. The returned employee will retain their seniority previously held at the lower rank. After satisfactorily completing the trial period, such promotions shall be considered permanent, subject to the usual performance and disciplinary requirements. All newly promoted employees shall be evaluated at the end of the trial period by their immediate supervisors.

34.4.1 A Corrections Officer training to be a Sergeant will be paid at the Corrections Officer pay rate. A Sergeant training to be a Lieutenant will be paid at the Sergeants pay rate. The Officers and Sergeants in training are required to complete all training assignments under the instructions of a supervisor. They are not authorized to approve reports until the effective date of their promotion. Should any part of the training curriculum be missed for any reason, that training must be made up in order for the training to be considered complete.

34.4.2 A Training agreement for any/all future promotions is as follows:

34.4.2.1 Training will take place prior to the date of promotion in rank.

34.4.2.2 Trainee will not be eligible for voluntary overtime and shall not be ordered to work mandatory overtime during this period.

34.4.3 Newly promoted Sergeants and Lieutenants will be offered roster vacancies that are available at the time of their promotion date.

34.5 Temporary promotions within the bargaining unit shall be made on the following basis:

34.5.1 The temporary promotion is made only to fill the vacancy of an employee holding a permanent rank within the bargaining unit.

34.5.1.1 A temporary promotion shall be made to fill the on-line position of an employee who is re-assigned to an off-line position for a period of six (6) months or longer. Such promotion will be ended upon the return of such employee to on-line duty.

34.5.1.2 A temporary promotion shall be made to fill the position for any supervisor who has suffered an injury and will be unable to fulfil their job duties for an extended period of time three (3) months or longer. Such promotion will be ended upon the return of such employee to full duty.

34.5.2 Selection of the employee shall be accomplished by the Assistant Chief of Security or the Chief of Corrections. Any selection shall be made, first, from the list of candidates who have passed the promotional process for either Lieutenant or Sergeant. Second, in the event there are no candidates left on the promotional list or a candidate does not accept the temporary promotion, the Chief of Security or the Chief of Corrections may promote any Correctional staff member who meets the minimum time in service qualifications (34.3.1 and 34.3.2).

34.5.3 The temporary promotion of a bargaining member to the position of Captain or higher shall not exceed six (6) months.

34.5.4 No temporary promotion shall be made to fill a vacancy of five (5) working days

or less.

- 34.5.5 The effective date of the promotion shall be the date on which the duties of the specific rank were assumed.
- 34.5.6 All applicable County forms shall be completed and approved.
- 34.5.7 When the employee fills the duties of a supervisor under this Article, he shall be compensated at full pay for the supervisor position he is assuming.
- 34.5.8 The employee selected for temporary promotion shall assume the entire duties and responsibilities attendant to the supervisor position he is assuming. He shall also be held accountable for the same.
- 34.5.9 The Chief of Corrections shall cause a Department Memorandum to be issued in all instances when a temporary promotion is affected or is terminated.
- 34.5.10 No grievance may be filed relating to the selection of candidates for promotion other than over whether or not the terms and conditions and/or procedures set out in this Article have been violated.
- 34.5.11 In the event either the Administration or the Union wish to alter or change the promotional process, a labor-management relations committee shall be convened, and the new process agreed upon by the parties. All changes must be presented to and approved by such committee.

ARTICLE 35

UNIFORMS AND EQUIPMENT

- 35.1 County shall bear the cost of any mandatory change in uniforms to the following for each mandatory change:
 - Shirts Three (3)
 - Trousers Three (3)
 - Dress Hat One (1)
 - Jackets One (1)
 - Insignia Sufficient for three (3) uniforms
 - Footwear One (1) pair
- 35.2 The County shall also bear the cost of initial issue for any equipment, unique to law enforcement that is required for bargaining unit employees to complete their duty assignment.
- 35.3 All Officers/Sergeants/Lieutenants will be assigned an individual radio that they will be responsible for. The Radio officer will keep track of the assigned radios to ensure that it is in working condition at all times.

ARTICLE 36

HEALTH AND SAFETY

- 36.1 Health and Safety Standards and Measures. Safety is an integral part of the responsibilities

of every manager, supervisor, and employee. Employees, supervisors, and managers shall comply with applicable rules, regulations, and laws.

36.1.1 Safety management exist to assist managers, supervisors, and employees in the better performance of their duties. Employees, supervisors, and managers shall comply with rules, regulations and practices as may be prescribed in order to provide safe, sanitary, and healthful working conditions. For all employees covered by this agreement, the Employer shall:

36.1.1.1 Provide safe and healthy working conditions and practices;

36.1.1.2 Comply with federal Occupational Safety and Health Act (OSHA) and all other applicable federal state and local laws and regulations and departmental safety rules and regulations;

36.1.1.3 Provide safe, healthy, and clean work sites and grounds; and

36.1.1.4 Provide employees with adequate information on communicable diseases and infestations and hazards to which they may have routine exposure.

36.2 Health and Safety Committee. To facilitate the development and active maintenance of safety management programs, Health and Safety Committee (hereinafter referred to as HSC) is established. The Chief shall appoint three (3) members to serve on the safety committee on an annual basis. The union President shall also appoint three (3) members to serve on the HSC. The HSC shall meet monthly or more frequently based on the tasks needing to be accomplished and employee members shall attend on paid status. The agency HSC shall:

36.2.1 Recommend safety and health standards specific to each agency's operations;

36.2.2 Review facility loss control/risk management information to ensure adequate measures are being taken to prevent recurrence of the same or similar losses;

36.2.3 Establish guidelines designed to minimize employee risk of becoming harmed by prisoner violence or abuse; and

36.2.4 Be briefed, upon request, by employer representatives undertaking workplace redesign and seek remedies for workplaces with inadequate heating, ventilation, cooling, air quality, security, work conditions and workspace.

36.2.5 All HSC recommendations shall be added to the agenda of the LMRC meeting for discussion before final submittal to and the Chiefs decision.

36.3 Bid Committee. To facilitate the development and active maintenance of staffing issues related to jail operations, the Bid Committee is established. The Bid Committee shall meet monthly to discuss all matters of safety concern. The committee shall be composed of the Deputy Chief of Security or the Major, two (2) management designees, and two (2) union members at large appointed by the Union President. All members will be chosen to serve on the Bid Committee on an annual basis.

36.3.1 Individuals on the Bid Committee shall meet on a monthly basis.

36.3.2 At no point will any bargaining unit employee be allowed or required to move more

than six inmates inside the facility unless the inmates are restrained with the minimum of hand restraints.

36.3.3 The Bid Committee assigned to develop the plan will meet, confer, and develop recommendations within three (3) months of this contract being implemented.

36.3.4 All staffing committee recommendations should be added to the agenda of the LMRC meeting for discussion before final submittal to and the Chiefs decision.

36.4 State and National Emergency/Pandemics.

36.4.1 Personal Protective Equipment (PPE): The Department shall maintain an adequate stockpile of PPE at all times to supply all staff with sufficient PPE providing adequate protection to the employees.

36.4.2 During the period of such emergencies any individual directly exposed to or identified by the Department to have been exposed to such hazard will be placed on paid leave status until cleared to return to work. Documentation must be provided by the employee for eligibility.

ARTICLE 37

MENTAL HEALTH OF STAFF

37.1 Mental Health Committee. To facilitate the development and active maintenance of mental health for bargaining unit employees, the Mental Health Committee (hereinafter referred to as MHC) are established. The parties will work to create a plan for the mental health and well-being of bargaining unit employees. The Chief of Corrections will assign at least two members of administration to serve on the MHC. The Union President will assign two members of the union to serve on the MHC. All members assigned shall be chosen to serve on an annual basis.

37.2 The MHC shall be tasked with the creation, management, and review of this plan. This plan will include at a minimum: 1) Definition of what constitutes a critical incident in reference to this article (the nature of the incident will include at a minimum - a Staff member death, Inmate death, great bodily harm, battery of an officer, as well as any other traumatic event (as defined by the chief of Corrections)); 2) The process for bringing a mental health treatment team/company to the facility to assist with critical incident debriefings/assessments no later than seven (7) days after a critical incident; and 3) Paid time off, which will be listed as "Chief's Assignment" in Telestaff for the staff member(s) directly involved. This time off will be no less than three days (24 hours) and can be increased at the discretion of the Chief of Corrections up to five (5) days.

37.2.1 A Critical Incident is defined as any event that has a stressful impact sufficient to overwhelm the usually effective coping skills of an individual. Critical Incidents are abrupt, powerful events that fall outside the range of ordinary human experiences of a correctional officer. A critical incident is an extraordinary event that places lives and/or property in danger and requires the commitment and coordination of specific resources to bring about a successful resolution. Critical

incidents include the loss of life or great bodily (as defined by law) harm.

- 37.2.2 Paid time off, which will be listed as “Chief’s Assignment” in Telestaff, may be granted for the staff member(s) directly involved in a Critical Incident. This time off may be up to three (3) days (24 hours) and can be increased at the discretion of the Chief of Corrections up to five (5) days.
- 37.3 Any bargaining unit employee directly involved in a critical incident must attend any critical incident debriefings/assessments that are scheduled.
- 37.4 No bargaining unit employee(s) directly involved in a critical incident will be required to work overtime (voluntary or ordered) if the incident occurred during their shift.
- 37.5 This plan shall be reviewed yearly in the month of May to consider any revisions, changes, etc.
- 37.6 The staff designated to develop the plan will be selected and a plan created within three (3) months of this contract being approved.
- 37.7 The Union shall be responsible for scheduling and organizing the meetings.

ARTICLE 38 CIVIL LAWSUIT

- 38.1 All civil lawsuits filed against County employees will be handled in accordance with current County policies, rules, and regulations.

ARTICLE 39 SPECIALIZED SECURITY ASSIGNMENTS (SSA)

The following posts are identified as specialized security assignments:

- a. Corrections Emergency Response team - C.E.R.T.
- b. Security Threat Investigative Unit STIU.
- c. Field Training Officer - FTO.
- d. Identification Officer- IDO.
- e. Community Custody Program - CCP.
- f. Transport - Transport.
- g. Training Department - Training.
- h. Recruiting-Recruiting.
- i. Radio-Radio.
- j. Firearms Instructor - Firearms Instructor.

- k. Firearms Certification
 - l. Bilingual (to include 2 or more languages)
 - m. Peer Support Officer
 - n. K-9 Unit
- 39.1 Additional specialized assignments may be identified at the discretion of the Chief of Corrections at any time. All bargaining unit members that qualify will be given the opportunity to participate in the selection process for any and every SSA.
- 39.2 Minimum Initial Screening Requirements:
- 39.2.1 To be considered for any of the above identified Specialized Security Assignments, candidates must, at minimum, meet the following qualifications.
 - 39.2.2 Must have successfully completed the probationary period.
 - 39.2.3 Must have eighty (80) hours of sick leave balance available prior to being able to apply for a specialized security assignment.
 - 39.2.4 Family and Medical Leave Act hours shall not be considered in this calculation.
 - 39.2.5 Leave calculation will be calculated using the Bernalillo County payroll software only.
 - 39.2.6 May not have any sustained disciplinary action of 1-day suspension or higher/within the prior twelve (12) months.
 - 39.2.7 Disciplinary history will be obtained from employee's official personnel file located in the Bernalillo County Human Resources office.
 - 39.2.8 Candidates who have been chosen for an SSA, will complete a 3-month trial period after assignment to the SSA. This will include an evaluation from supervisors to include the supervising Captain. If the candidate is deemed to have not met the SSA standards the staff member will be placed in their previous bid post and days off. If the candidate passes the 3-month evaluation period they will then be evaluated on a 6-month basis to determine if they are meeting the SSA standards. At the end of any second evaluation in which the staff member is documented to not be meeting the SSA standards they can be removed from the SSA.
- 39.3 Removal Process: An employee in the position of a Specialized Security Assignments are subject to removal from the position:
- 39.3.1 In the event an SSA is going to be closed, the officers or supervisors being moved back to the main facility will be in reverse seniority order.
- 39.4 The parties agree any changes to MDC Special Assignment policy will require meeting to discuss and confer on the changes.

ARTICLE 40

UNION ELECTIONS

- 40.1 Subject to staffing requirements, the President of Local 2499 will appoint up to three (3) union members to oversee an election.

- 40.2 The President of Local 2499 will communicate with the Chief of Corrections by email to have the three union members placed on Chief's Assignment for the duration of the election process. This email will be sent approximately 1 week in advance of the election date.

ARTICLE 41

COMPLETE AGREEMENT AND SEVERABILITY

- 41.1 This Agreement specifically describes the entire Agreement between the parties. In applying this Agreement, the parties agree that state and/or federal laws and regulations enacted shall take precedence over this Agreement and any Department Standard Operating Procedures (S.O.P.). Provided, this Agreement shall take precedence over any conflicting Department Policies or S.O.P.s.
- 41.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from collective bargaining, and the agreements arrived at by the parties after the exercise of that right and opportunity and are set forth in Agreement. Therefore, the County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that they shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement subject to the County's duty to bargain over the impact or implementation of mandatory subjects of bargaining. Provided however, this provision shall not constitute a waiver of the right to grieve the effect upon the bargaining unit of matters otherwise excluded hereby. The parties further agree that upon the ratification and approval of this Agreement all past practice between the parties shall be null and void.

ARTICLE 42

TERM OF AGREEMENT

- 42.1 This agreement is effective beginning May 25, 2021, and will remain in effect through June 30th, 2024.
- 42.2 The parties agree that either of them may notify the other *on or after* May 1st of 2022 of their desire to reopen and negotiate the provisions of the CBA relating to compensation and up to four (4) non-economic issues independent upon appropriations for that purpose the parties agree to negotiate compensation. Any agreement by the parties regarding compensation shall be done as an amendment to the CBA.

- 42.3 The parties agree that either of them may notify the other during the month of March 2024 to negotiate a successor agreement.

EXHIBIT A
LOCAL 2499 EMPLOYEE DUES CHECK-OFF AUTHORIZATION

Date:

I,_____, am employed by the Bernalillo County in Albuquerque, New Mexico, and I do hereby designate the Corrections Officers Local 2499 as my representative for the purposes of bargaining with the County of Bernalillo concerning my hours of work, compensation paid therefore and other terms and conditions of my employment.

In accordance with the provisions of Article 4 REPRESENTATION of the Agreement between the Union and the County, I hereby authorize the County of Bernalillo to withhold from my compensation and pay over to the Union, such amount as is certified by the President of the Union as representing the dues or fees uniformly required for Local 2499 Corrections Officers:

Membership Dues = One hour of wages per pay period

This Dues Check-Off Authorization shall remain in full force and effect for the term of Said Agreement or until such time as I revoke the same in writing.

Signature: _____

Employee ID Number: _____

Address: _____

City, State, Postal Zip Code: _____

Telephone Number: _____

EXHIBIT B



et

BERNALILLO COUNTY

COUNTY MANAGER'S DIVISION
METROPOLITAN DETENTION CENTER

100 DEPUTY DEAN MIERA DR. SW, ALBUQUERQUE, NM 87151

OFFICE: (505) 839-8700

WWW.BERNCO.GOV

MEMORANDUM

TO: (Staff members name)

FROM: (Person issuing name)

Electronically Signed:

DATE:

RE: Sick Leave Corrective Action Plan (SLCAP) (Exhibit B)

The Department conducted an audit of leave usage, absent without leave (AWOL), sick leave (SL), tardy, and unauthorized leave without (ULWOP) pays from (Date) through (Date) (six-month period). Your leave record indicates that you have established a pattern of sick leave abuse by using, () hours of sick leave, () hours of AWOL and () ULWOP. As a result, you will be placed on this Sick Leave Corrective Action Plan for the next six (6) months and you will be required to provide me with a doctor's note for all future absences from work except pre-approved uses of annual leave. The doctor's note shall indicate the following: **CBA Article 15.4.2 and 15.4.3**

The doctor's note does not excuse your absence however; is being requested by the Department in an effort to assist you in correcting your leave usage. An employee may be required to submit a physicians certificate for an absence when an employee utilizes fewer than 3 consecutive days of sick leave. The requirements in CBA sections 15.5, 15.5.1, 15.5.2, 15.5.3, 15.5.4, 15.5.5. apply in this situation.

The doctor's note containing all the above information **must be submitted immediately upon your return to work** for all unanticipated absences. If you anticipate being absent for a valid medical reason, you must submit a doctor's note in advance for all such absences. If you fail to provide me with a doctor's note for any unanticipated or anticipated absences, you will be subject to disciplinary action, up to and including dismissal.

A doctor's note does not excuse your absence and if your attendance record does not improve, you will be subject to disciplinary action, up to and including dismissal.

I have read and fully understand the above requirements regarding my future use of leave.

Staff Name (Print)	Signature	EIN	Date
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SLCAP Issued by:

Supervisors Name (Print)	Signature	EIN	Date
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EXHIBIT C

AFSCME LOCAL #2499

GRIEVANCE FORM

STEP:

EMPLOYEE INFORMATION	
GRIEVANT:	
STATEMENT OF GRIEVANCE	
SPECIFIC PROVISION OF COLLECTIVE BARGAINING AGREEMENT VIOLATED AND OR EVENT IN WHICH GRIEVANCE IS BASED:	
ADJUSTMENT REQUIRED:	
SIGNATURE OF GRIEVANT:	SIGNATURE OF UNION REPRESENTATIVE:
DATE:	DATE:
BY SIGNING THIS FORM, I HEREBY ACKNOWLEDGE AND AUTHORIZE THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (A.F.S.C.M.E.) LOCAL #2499 AS MY REPRESENTATIVE TO ACT FOR ME IN THE DISPOSITION OF THIS GRIEVANCE	TITLE:
	PHONE:
SIGNATURE OF UNION MANAGEMENT REPRESENTATIVE	
DATE RECEIVED:	
TITLE	PHONE:
DISPOSITION OF GRIEVANCE:	
THIS STATEMENT OF GRIEVANCE IS TO BE MADE OUT IN TRIPLICATE. ALL THREE COPIES MUST BE SIGNED BY THE EMPLOYEE AND/OR THE AFSCME REPRESENTATIVE HANDLING THE CASE.	
ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION MUST BE MAINTAINED IN THE OFFICIAL GRIEVANCE FILE OF THE LOCAL UNION	
ORIGINAL TO:	
COPY TO:	
COPY: LOCAL UNION 2499 GRIEVANCE FILE	

AMERICAN FEDERATION STATE COUNTY MUNICIPAL EMPLOYEES

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EXHIBIT D
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this instrument as ratified by duly authorized officers or representatives, and now therefore be it approved by the Board of County Commissioners, this 20 day of June, 2023.

AFSCME LOCAL 2499

Joseph P. Trujegue

Joseph P. Trujegue (Jun 23, 2023 09:51 MDT)

Joseph Trujegue, President

BOARD OF COUNTY COMMISSIONERS

Barbara Baca

Barbara Baca, Chair

Adriann Barboa

Adriann Barboa, Vice Chair

Excused

Steven Michael Quezada, Member

Walt Benson

Walt Benson, Member

Eric C. Olivas

Eric C. Olivas, Member



ATTEST:

Linda Stover

Linda Stover, County Clerk

APPROVED AS TO FORM:

W. Ke...

County Legal