

LABOR MANAGEMENT AGREEMENT

Between

COUNTY OF BERNALILLO

and

BERNALILLO COUNTY

CLERICAL AND TECHNICAL EMPLOYEES

LOCAL 2260, WHITE COLLAR

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AGREEMENT

This agreement is entered into between the County of Bernalillo, hereinafter referred to as the "County" and the American Federation of State, County and Municipal Employees Council 18, Local 2260, AFL-CIO, as representatives of the employees in the Bernalillo County Clerical & Technical Employees Bargaining Unit, hereinafter referred to as the "Union".

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.

Entering into a collective bargaining agreement shall not obviate the duty to bargain in good faith during the term of the collective bargaining agreement regarding changes to wages, hours and all other terms and conditions of employment.

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 and its members in fulfilling their mutual and respective obligations to each other.
- 1.2 It is further the purpose of this Agreement to provide orderly 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 and uninterrupted service to the County. Article 1 is not subject to the grievance process.
- 1.3 The Union and the County agree that every effort will be made to administer this Agreement in accordance with the true intent of establishing sound labor-management relations.

ARTICLE 2 RECOGNITION

- 2.1 The County recognizes the Union as the exclusive representative for collective bargaining, as determined by the County's Labor Management Relations Board which was in existence at the time that this AFSCME Local 2260 bargaining unit was created. The exclusive representation rights applied to all clerical, and technical employees who are not otherwise restricted from being a member of the bargaining unit. The Parties agree that the Union has the sole and exclusive right to represent all such employees in the bargaining unit as their collective bargaining agent.
- 2.2 If the County establishes a new position which is not clearly excluded from the bargaining unit, or reclassifies an existing bargaining unit position, the County agrees to notify the Union President and Vice President by means of a copy of the job description in question. The Union President or Vice President shall request a meeting with the Human Resources Director or designee to discuss accretion of the position into the bargaining unit. The parties may meet to discuss the job's category when it is in question. If a meeting is requested and an agreement is not reached at this meeting, the Union may submit the matter to the State's Public Employee Labor Relations Board (PELRB) for resolution.
- 2.3 This Agreement will supersede any department's standard operating procedures or policies.

ARTICLE 3 MANAGEMENT RIGHTS

- 3.1 Unless limited by the provisions of a collective bargaining agreement or by other statutory provisions, a public employer may:
 - 3.1.1 direct the work of, hire, promote, assign, transfer, demote, suspend, discharge or terminate public employees;
 - 3.1.2 determine qualifications for employment and the nature and content of personnel examinations;
 - 3.1.3 take action as may be necessary to carry out the mission of the public employer in emergencies; and
 - 3.1.4 retain all rights not specifically limited by a collective bargaining agreement or by the Public Employee Bargaining Act.
- 3.2 It is further understood and agreed that any provision in this Agreement meeting the criteria set out in 3.1 hereof shall supersede the affected 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 For any meeting or pre-determination hearings, and negotiations called or agreed to by the County with respect to business matters in connection with the relations between the County and the Union, at which any representative of the Union is required by the County to be present, such Union representative shall be paid at his appropriate rate of pay for the period of such meeting.
- 4.3 The County shall allow Union representatives, within twenty-four (24) hours of a request, to visit County facilities during employees' working hours for the purpose of administering the provisions of this Agreement at such times and places which do not interfere with the operations of the County.

Union representatives shall have the right to meet with employees during the employees' regular work hours at the employees' regular work location to investigate and discuss grievances, workplace-related complaints, and other matters relating to employment relations.

The County shall allow Union representatives to use the County's facilities or property, whether owned or leased, for purposes of conducting meetings with the represented employees in the bargaining unit. A Union representative may hold the meetings described in this section at a time and place set by the Union representative. The Union representative shall have the right to conduct the meetings without undue interference and may establish reasonable rules regarding appropriate conduct for meeting attendees.

The meetings described in this Article shall not interfere with the County's operations.

- 4.4 Stewards.
- 4.4.1 The County shall recognize only one (1) Chief Steward and up to ten (10) stewards to serve as the Union's representatives.
- 4.4.2 Normally, grievances shall be filed and processed during the non-work time of both the grievant and his Union representative. However, there may be certain circumstances where the employee may contact his immediate supervisor to request to be placed on relief from his current assignment to consult with his Union representative. In such event, the Union representative and the employee may be relieved from their respective assignments and allowed to consult as soon as it is practicable to do so. Pending relief, the employee shall continue to perform

his assigned duties. Such consultation shall not unduly interfere with the operations of the Department as determined by the Department Director/Elected Official or his designee.

4.4.2.1 The Chief Steward, six (6) Stewards, President, and/or the Vice President collectively shall be allowed up to, but not to exceed four (4) hours per day on paid status to adjust pending grievances and to attend arbitration hearings. 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 Chief Steward, Steward, President, and/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 or arbitration hearings. Such time shall be considered hours worked for purposes of calculating overtime compensation. It is acknowledged by the parties that any employee acting in his capacity as a union representative is not and shall not be under the supervision of the County. Any employee requesting to be relieved from his County duties to act as a union representative during working hours shall first obtain approval from his supervisor before leaving his work site.

4.4.2.2 The Chief Steward and/or the president shall be permitted to assign this time with Vice President, Chief Stewards, or Stewards. The condition identified in Paragraphs 4.4.2.1 and 4.4.2.2 shall also apply to time allotted to the Stewards by the Chief Steward.

4.4.2.3 The Chief Steward, President, and/or Vice President shall keep a written daily log reflecting the date and 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, Deputy County Manager/Elected Official, or designee, and submitted to the Department Director/Elected Official at the end of each work week.

4.5 Union Officials.

Union Officials are defined as County employees who are members of the bargaining unit, members of AFSCME Local 2260, and who have been officially elected to the position of President, Vice-President, Treasurer, Recording Secretary, Executive Board Members, Chief Steward or Stewards of AFSCME Local 2260. The Union shall notify the County Manager, in writing, within seven (7) work days following election of the Union Officials and shall notify the County Manager, in writing, of any changes within seven (7) work days of the change.

- 4.5.1 During working hours and without loss of pay, the Union President, Vice President or Chief Steward or Stewards shall be allowed a reasonable amount of time to communicate by telephone and/or email with bargaining unit members and/or the County concerning the County enforcement of any provision of this Agreement. The conditions and requirements of section 4.4.2.1 apply to the use of this time. Union representatives conducting such communications shall do so at time and places that do not interfere with the operation of the County.
- 4.5.2 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.
- 4.6 Mail.
 - 4.6.1 Mail addressed to Union members, Stewards, or Union Officials shall be treated as confidential when marked "confidential" or "personal/confidential" and shall not be opened by other office personnel. In addition, departmental mail from the County's Human Resource Department to employees shall not be opened by other office personnel.
- 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 will not be denied except based on the operating requirements of the department.

ARTICLE 5 NON-DISCRIMINATION

- 5.1 The parties shall not discriminate against any employee based on race, color, religion, age, sex, sexual orientation, spousal affiliation, creed, national origin, political affiliation, Union membership or non-membership, veteran status, or disability. The County shall not encourage or discourage membership in the Union.
- 5.2 The County and the Union agree that employees should be provided a workplace that is free of discrimination including harassment which is based on race, color, religion, age, sex, sexual orientation, spousal affiliation, gender identification, creed, national origin, Union membership or non-membership, veteran status, physical or mental disability, or handicap.
- 5.3 Any allegation of discrimination of the nature set forth in this ARTICLE shall be pursued under the procedures set forth in applicable Federal, State statutes and regulations, and County policies, with the EEOC, Human Rights Division, Worker's Compensation Administration, Wage and Hour Division, etc., or in accordance with such other appropriate Statutory or Administrative procedures. Article 5 shall not be grievable.

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:

- a. make available for copying and inspection copies of County policies that are applicable to bargaining unit employees;
- b. upon written request allow the Union access to County and Departmental policies, at reasonable times and places; and
- c. inform the Union of major relevant organizational changes within one week of the effective date thereof.
- d. inform the Union President/or designee in writing of the completion of any investigation conducted by the County of complaints made by the Union or any bargaining unit employee no later than seven (7) working days after the completion of the investigation.

7.1.2 The Union shall:

- a. Provide the County with a current list of Union Officers, trustees, and stewards. Such list shall describe the authority possessed by each individual, and shall be updated within seven (7) workdays of any such change.

7.2 The Parties agree to communicate only through the appropriate officials as designated by the County (County Manager, Deputy County Managers, Elected Officials, Department Directors or their designees) and the Union respectively.

7.3 Notice of Change in Work Rules.

7.3.1 In the event a Department determines it necessary or advisable to change, modify, or replace existing Departmental rules or policies that are applicable to bargaining unit employees in a Department, the County Manager or his designee shall so advise the Union President and provide him with a copy of the proposed change, modification, or replacement document, as appropriate, at least fourteen (14) calendar days prior to the proposed effective date thereof. The Union President shall advise the County Manager, within seven (7) calendar days of receipt thereof, whether he wishes to meet with the County Manager, or his designee, to discuss said proposals. Thereupon the Parties shall meet and confer regarding the proposed changes as well as any suggestions proposed by the Union. The County

Manager, or his designee, may consider the suggestions or proposals advanced by the Union, and may accept or reject all or any portion thereof. This provision does not contemplate that the County shall be required to engage in collective bargaining regarding such change, modification, or replacement, other than as may impact wages, hours, and working conditions.

- 7.3.2 In the event the Union President fails to respond to such notification as provided above, the County 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 the actual cost of such copies.
- 8.2 No material within County control, which contains adverse personnel actions or comments, shall be placed in an employee's 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 his own file. Copies of requested materials shall be provided to the employee.
- 8.3 Upon request, the County shall promptly produce an employee's departmental personnel file, should such file be maintained at the department level. However, the County has no obligation to produce supervisory notes relating to personnel matters, except for notes involving discipline or promotion.

ARTICLE 9 SENIORITY

- 9.1 Seniority is defined as length of continuous unbroken service as a full-time, non-probationary County employee, beginning with his last date of hire. Continuous unbroken service means there have been no breaks in employment other than annual leave, sick leave or County authorized leave of absence or layoff.
- 9.1.1 Departmental Seniority: Departmental seniority is defined as the total length of continuous unbroken service within a department as a full-time, non-probationary employee.
- 9.1.2 Job Title Seniority: is an employee's continuous unbroken service in a job title as a full-time, non-probationary employee.
- 9.1.3 Each Department will maintain a list identifying Departmental and Job Title Seniority. If an employee transfers from one Department to another, that employee will move to the bottom of the department seniority list in the new Department. If an employee changes job titles he will move to the bottom of the job title seniority list.
- 9.2 Seniority rights shall terminate with no further accrual under the following circumstances:
- a. termination of employment by voluntary resignation;
 - b. discharge for just cause unless reinstated;
 - c. in a leave-without-pay status for more than six (6) months;
 - d. retirement;
 - e. failure to timely respond to recall notice, or rejection of recall; or
 - f. lay-off status for a period greater than the employee's seniority.
- 9.3 Seniority shall be used in all cases where a selection must be made among two (2) or more employees where all other qualifying factors are equal. In the event all seniority criteria are equal, the employee who has the earliest date/time stamp on his first application for employment for a bargaining unit position that resulted in the individual being hired into such position shall control.
- 9.4 Seniority, departmental seniority and job title seniority shall be applied by order of priority where applicable as specified in each Article of the Agreement.

ARTICLE 10 LAYOFFS AND RECALLS

- 10.1 Layoffs. In the event it is necessary to have a reduction in the work force, the County may lay off employees within a given job title in reverse order of seniority; i.e., the employee with the least seniority shall be the first to be laid off and so on. Employees, whose jobs are abolished in the layoff shall have the right to displace other bargaining unit employees with less seniority within the same job title or to displace employees with less job seniority in a job title previously held, provided he meets the qualifications of that job title.
- 10.1.1 An employee shall receive 30 calendar days' notice (as per MOU) of layoff. In lieu of the 30 day notice the County may provide 15 days of administrative leave with pay, subject to approval of the County Manager.
- 10.2 Prior to conducting a layoff the parties agree to meet and confer and agree to engage in collective bargaining regarding the "effects" and "implementation" of the lay-off.
- 10.3 Recalls. An employee laid off due to a reduction in force shall be called back to work, in the event there is an opening within an employee's job title, in the inverse order of the sequence in which they were laid-off, in accordance with seniority rights as set out in ARTICLE 9.2.
- 10.4 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) working 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) working days, from the date of the receipt of recall notice to notify the Personnel 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-one (21) 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.
- 10.5 Except for physical layoffs as a result of on-the-job injuries, the recall period shall consist of 365 days. Once the 365 day recall period has expired, the County has no further recall for re-employment obligations.

ARTICLE 11 HOLIDAYS

11.1 Legal holidays for employees shall be as follows:

Holiday

New Year's Day
Martin Luther King Jr. Day
Spring Break Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Indigenous Peoples' Day
Veterans Day
Thanksgiving Day
Day following Thanksgiving
Christmas Eve
Christmas Day

All Holidays shall be date of County Observance

11.2 An employee who works for the Sheriff's Department (other than civil division), or Communication's Center or MDC and who must provide twenty-four (24) hour service to County residents will observe holidays in accordance with the Article 11.1, with the exception of Christmas Eve, Christmas Day and New Year's Day which shall be observed on the actual calendar day on which the holiday falls.

11.3 **Holiday Pay:** On a County designated holiday, as provided for herein, an employee who is not working shall receive his regular straight time hourly rate of pay for the number of hours based on the employees' regularly scheduled work shift hours (e.g. 8, 10, 12 hours) as Holiday pay.

11.4 **Holiday Premium Pay:** An employee who works on a holiday listed in 11.1 shall be compensated at his regular straight time hourly rate plus time and one-half (double time and one-half) for the number of hours based on the employees' regularly scheduled work shift hours (ex: 8, 10, 12 hours). Thereafter, the employee shall be compensated at the appropriate hourly rate until such employee qualifies for overtime under the provisions of this agreement. The County will continue its current practice that hours worked on a holiday will be paid at the premium pay (double time and one-half) (no pyramiding).

11.4.1 Holiday Premium Pay will apply to bargaining unit employees who volunteer and work overtime on Independence Day or New Year's Eve.

11.4.2 An employee who is forced to work on a holiday shall be compensated at his regular straight time hourly rate plus time and one-half (double time and one-

half) for all hours worked on the holiday.

- 11.5 To receive Holiday Premium Pay, the employee must be scheduled and required by appropriate supervision to work the holiday and must actually work the holiday. Administrative leave, sick leave and annual leave shall not qualify as time worked for the purpose of receiving Holiday Premium Pay.
- 11.5.1 Employees on-call during a specific holiday shall receive Holiday Premium Pay only for such time actually called out and worked in accordance with the provisions of 11.4 above.
- 11.5.2 If an employee calls in sick on a holiday and provides a physician note for the time-off, the sick day shall be counted as a holiday off.
- 11.6 If a holiday occurs while an employee is on annual leave the employee shall receive straight time pay for such holiday, and the day shall not be charged against accrued annual 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 excused as a result of a physician's certificate being provided to department timekeeper within the same pay period or five (5) working days, whichever is earliest, of the employee's return to work.
- 11.7 If a holiday falls on an employee's scheduled day off, the employee shall be granted an additional day off which shall be scheduled by the employee and taken within thirty (30) calendar days thereof or as soon as possible thereafter and within the fiscal year; or the employee may elect to accept one (1) day's compensation at their regular straight time rate of pay, however this compensation shall not be credited as time worked for purposes of calculating overtime.
- 11.8 In addition to the holidays set out in 11.1, each employee shall be entitled to three (3) personal holidays per payroll calendar year extended through December 31st. Personal holidays shall be taken in full eight (8), ten (10), twelve (12) hour increments depending upon employee's regular schedule and may not be cumulative from payroll calendar year to payroll calendar year.
- 11.9 Employees shall submit their request in the scheduling software, where used, and to their supervisor to take a personal holiday no less than forty-eight (48) hours in a 24/7 operation and two (2) working days for all other operations prior to the date requested. Approval is subject to staffing requirements as determined by the respective Department Directors/Elected Officials.
- 11.10 If the workload permits, as determined by the supervisors, the supervisor may offer the opportunity for employees to voluntarily take the holiday off in seniority order and receive straight holiday pay only for scheduled hours not worked.

ARTICLE 12 BULLETIN BOARDS

- 12.1 The County shall provide accessible space in each applicable building for posting notices on a bulletin board. Such space shall be subject to change in accordance with departmental needs.
- 12.2 Material posted on the bulletin board by the Union shall contain only factual information and shall not contain derogatory statements concerning the County, or any agency or department thereof, or its employees or give partisan support to political issues. Material posted on the bulletin board which, in the opinion of the Department Director or his designee, is not in 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 14.
- 12.3 Any material posted on the bulletin board shall bear the signature and title of the authorized Union representative, or designee, who posted it.

ARTICLE 13 DISCIPLINE

- 13.1 General Statement: The County and the Union acknowledge that counseling and coaching behaviors by management towards employees will be utilized to allow the employee an opportunity to demonstrate desired behaviors prior to enacting the discipline process. Coaching, constructive criticism and/or counseling should not be conducted in front of other employees. It is also understood by both parties that coaching and counseling are not disciplinary procedures and used to improve job performance, not to discipline employees.
- 13.1.1 The County shall discipline employees only for just cause.
- 13.1.2 The purpose of this ARTICLE is to encourage the use of positive discipline as methods of assisting employees in correcting work violations and behavior and improving job performance.
- 13.1.3 A written notification of investigation will be initiated within twenty (20) working days of the commission, omission or discovery of the act that precipitated the charges and the investigation. In cases where extensive investigation is required, disciplinary action will not be initiated until the facts have been established. If an investigation is not conducted, written notification of contemplated action will be initiated within ten (10) working days of the commission, omission, or discovery of the act.
- 13.1.4 All disciplinary action, shall be conducted in private behind closed doors.
- 13.1.5 All disciplinary action in the nature of suspension, demotion, or dismissal shall be preceded by a written Notice of Intent to Discipline which shall include the conduct, action or omission which form the basis for the contemplated disciplinary action. The notice of intended discipline shall also identify, when applicable, the policy, regulation, procedure or statute violated. All time limits set out in this Article shall be strictly enforced.
- 13.1.6 Upon receipt of a Notice of Intent to Discipline or written reprimand the employee or his representative shall be entitled to review all documentation or recorded statements that relate to the disciplinary action upon written request by the employee and at least five (5) working days prior to the pre-determination hearing. The pre- determination hearing shall not be held until after the employee or his representative has been given the opportunity to review the information.

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

13.1.8 Thereafter, a Notice of Final Action shall be issued and served upon the subject employee, and shall be limited to those matters set forth in the Notice of Intent to Discipline.

13.1.9 The employer may impose any disciplinary action no later than ninety (90) calendar days after the employer acquires knowledge of the employee's misconduct of which the disciplinary action is imposed, unless facts and circumstances exist which require a longer period of time. If the County requires more than ninety (90) calendar days to impose any discipline, the County shall give the Union the specific reasons.

13.1.10 All disciplinary action will be handled at the lowest level based on the severity and nature of the incident and on a case by case basis

13.2 Disciplinary Actions. The range of disciplinary action, in order of severity, is as follows:

13.2.1 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 was issued or if an oral reprimand was ineffective. Written reprimands relating to an employee's job performance or conduct shall be placed in the employee's personnel file after providing the employee with a copy of the reprimand. The employee shall acknowledge having read the contents of the reprimand by affixing his signature to the reprimand. So doing shall not be construed as the employee's agreement that the reprimand was warranted.

13.2.2 Suspensions and Demotions.

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

13.2.3 Dismissal.

An employee may be dismissed when other discipline has failed to improve unacceptable behavior or job performance, or when the employee has engaged in behavior that is serious in nature and that the County determines to be unacceptable for its employees.

13.3 Procedure/Written Reprimands

In the event the written reprimand is not withdrawn, the employee may insert a response in his file to the reprimand.

13.3.1 Disputes regarding written reprimands may be contested through the Grievance Procedure hereof, but shall not be subject to the Arbitration provisions of ARTICLE 14.11.

13.3.2 One (1) year after a written reprimand has been issued to an employee, upon written request from the employee, the written reprimand shall be removed from his personnel file, provided that the employee has received no further discipline for the same or similar offense.

13.4 Procedure - Suspension, Demotion or Dismissal.

13.4.1 Disputes regarding suspensions, demotions or dismissals may be contested utilizing the Grievance Procedure set forth in this Agreement. However, Step Two, as set forth in ARTICLE 14.10.3 shall be the final step in the grievance procedure before the parties submit their dispute to Arbitration pursuant to the provisions of ARTICLE 14.11.

13.4.2 An employee who is suspended without pay shall not suffer any loss of pay or benefits or be required to serve the period of suspension until after completing the grievance procedure or otherwise resolving the grievance.

13.4.3 Provided that an employee has not received discipline for the same or similar offense within three years after a suspension or demotion has been issued, the County may consider the discipline where employees of equal skill and ability are competing for the same position, but shall not consider the discipline for progressive discipline.

ARTICLE 14 GRIEVANCE PROCEDURE

- 14.1 Statement of Purpose. The parties hereto agree that the prompt and equitable resolution of grievances hereunder is essential to the proper and efficient operation of the County and 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.
- 14.2 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.
- 14.3 All grievances shall be maintained in separate grievance files and shall not be included in the personnel file of any individual grievant. Upon resolution of the grievance, or decision by an arbitrator, a copy of any grievance arising from disciplinary action shall be retained in the grievant's personnel file unless the arbitrator rules otherwise.
- 14.4 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.
- 14.5 The procedures for filing a grievance shall be the same for all grievants. The grievance procedure shall be accessible to all employees in the bargaining unit, regardless of whether or not they are members of the Union.
- 14.6 The parties may utilize recording devices at the arbitration step to assist them in taking notes; however, such recordings shall not have standing to serve as an official record of proceedings, however, an official recording may be ordered by the Arbitrator. The parties may not use recording devices at Step One or Step Two.
- 14.7 This procedure shall be the sole and exclusive method of resolving any and all grievances as that term is defined in Article 14.8.1.
- 14.8 Definitions.
- 14.8.1 Grievance: A grievance is any difference, dispute, or disagreement concerning the application, interpretation, or meaning of this Agreement, Rules and Regulations, administrative instructions, policies, etc., or disciplinary action taken against a bargaining unit employee involving a written reprimand, suspension, demotion, or dismissal.
- 14.8.2 Grievant: A grievant is any employee, group of employees, or the Union who files a grievance under the procedures set forth in this Article.
- 14.8.3 Time: All time periods referred to herein shall be measured in working days, Monday through Friday excluding holidays recognized by the County.

14.8.4 Settlement: Means the agreed-upon resolution of the grievance, set out in writing, and signed and dated by the parties.

14.8.5 Waiver: Any step of this procedure may be waived by mutual agreement of the Parties; however, if the grievance is to be filed with a department director who the Union alleges committed the violation, the Union shall have the option to file the grievance directly with the Department's Deputy County Manager.

14.9 Time Limits.

14.9.1 All time limits set out in this Article shall be strictly enforced. Any of said time limits may be extended with respect to a specific grievance by written agreement of the parties to the grievance.

14.9.2 If the County fails to respond within the designated time limits, the grievance shall be deemed denied, and shall be advanced to the next step of the grievance procedure. If 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.

14.10 Resolution of Employee Grievances.

14.10.1 Informal Resolution Step: A grievant and his Union representative may at any time prior to the filing of a formal grievance, first attempt to resolve the matter informally with his Department Director/Elected Official.

14.10.2 Step One:

a. If the grievance is not settled at the informal step, the grievant may advance the grievance to Step One by submitting a formal written grievance within ten (10) working days of the event giving rise to the grievance, or within ten (10) working days of the grievant becoming aware of the event giving rise to the grievance and submitting the same to his Department Director/Elected Official. The formal written 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). The grievant may, at any step of this procedure, request the assistance of his steward, or other formally designated Union representative or officer, to prepare the grievance form, process the grievance or otherwise represent the grievant.

b. The recipient of the grievance shall note the date and time of receipt on the grievance form and shall respond in writing within ten (10) working 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.

14.10.3 Step Two:

- a. If the grievance is not settled at Step One of this procedure, the grievant may, within ten (10) working days of receipt of the Step One response, appeal the grievance to the Human Resources Director by email or in person. 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 recipients of the grievance shall note the time and date of receipt of the appeal on the grievance form. A conference to discuss the grievance and any settlement thereof shall be scheduled by the parties within ten (10) working days of receipt of the appeal. This meeting shall be convened at the mutual convenience of the parties, but no later than ten (10) working days after having been scheduled. 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.
- b. If the grievance is not settled at the Step Two conference, within ten (10) working days thereof, the County Manager or designee shall set out her response to the grievance in writing, either on the grievance form, or attached thereto. The response shall be signed, dated, and attached thereto. The response shall be signed, dated, and returned to the grievant, steward, or Union representative, as the case may be.
- c. Upon being appealed to the Step Two conference, the grievance shall be treated as a final document, and no amendments shall thereafter be permitted.

14.11 Arbitration.

14.11.1 If the grievance is not settled as the result of the County Manager or designee's Step Two written response, the grievance may, within ten (10) working days thereof be submitted to Arbitration by submitting a demand letter for arbitration to the Human Resources Director who will notify the County Manager and Union to verify receipt.

14.11.2 Arbitration shall be limited to any difference, dispute, or disagreement concerning the application, interpretation or meaning of this Agreement, and disputes concerning disciplinary actions involving suspension, demotion, or dismissal. Arbitration shall not be available when other avenues for relief are available such as relief that may be obtained through the filing of charges with the Human Rights Commission, EEOC, or the filing of a worker's

compensation claim.

- 14.11.3 The parties shall share the costs of Arbitration proceedings equally including the Arbitrator's fees and any costs imposed for use of facilities and Court Reporter and/or transcript if requested by the Arbitrator. Each party shall bear its own costs, including but not limited to expert witness fees, costs of reproduction of documents, and attorney's fees.
- 14.11.4 The grievant may submit a written request for an unrestricted list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) within ten (10) working days of submittal of the demand letter for arbitration. After receipt of the list of arbitrators from FMCS, the parties shall meet within seven (7) working days to select an arbitrator. The parties will alternate striking names on the list until only one name remains. The remaining name shall be the arbitrator. The party to strike the first name shall be determined by a coin toss. If the Union or the County refuse to strike a name, FMCS shall appoint the arbitrator selected by the party willing to strike.
- 14.11.5 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.
 - 14.11.5.1 Unless otherwise agreed by the parties, each party shall be limited to a maximum of five (5) hours to present its case.
- 14.11.6 As a condition of employment, employees shall be required to appear as witnesses in grievance hearings when requested.
- 14.11.7 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. His 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. The decision shall be considered an arbitration award under the New Mexico Uniform Arbitration Act.
- 14.11.8 The opinion and award of the Arbitrator shall be final and binding on the parties to the extent provided by applicable law or regulation.
- 14.11.9 The Arbitrator's opinion and award shall be transmitted to the parties in a time period agreed to by the parties.

- 14.11.10 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, or upon agreement by the parties, may issue a summary opinion and award prior to the expiration of thirty (30) days.
- 14.11.11 A party at its own cost, may request that a certified Court Reporter attend and transcribe the Arbitration hearing. In such event the Party making such request shall bear the cost of the Court Reporter. Each party shall bear the cost of its own copy of the transcript.
- 14.11.12 In the event a Court Reporter is not requested, a recording of the hearing shall be made by the County. A copy of the recording, which shall serve as the official transcript of the hearing, shall be provided to the parties at actual cost.

ARTICLE 15 STRIKES, STOPPAGES AND LOCKOUTS

- 15.1 During the term of this Agreement, the County shall not lock out any employees. In the event the County violates this provision, the Union shall be free to take such appropriate legal and administrative action as may be available under relevant law, statute, or regulation.
- 15.2 No employee shall, in concert with any other person, engage in any strike, stoppage, or refusal in the course of employment to perform his assigned duties; or withhold, curtail, or restrict his services or otherwise interfere with the operations of the County or encourage others to do so.
- 15.2.1 In the event a bargaining unit employee engages in any of the actions identified in this Article, it shall be the responsibility of the Union, within 24 hours of a request by the County, to:
- a. Disavow such action by employees and notify the County Manager in writing that such action by employees has not been called or sanctioned by the Union;
 - b. Take all reasonable steps to notify employees of its disapproval of such actions and encourage employees to cease and desist there from and return to work.
 - c. Comply with the Public Employee Bargaining Act (PEBA).
- 15.2.2 In the event the Union fails to fulfill its responsibilities set out in Article 15.2.1, or if it is shown that the Union has incited, encouraged, or endorsed the violation of this article, the County may petition the State Public Employee Labor Relations Board to decertify the Union as the collective bargaining representative of the employees hereunder. The County may also take such other action against the Union as may be available under appropriate law, statutes, or regulations.
- 15.2.3 The County reserves the right to discipline any employee who participates in any activity which is in violation of this Article.

ARTICLE 16 LEAVES AND SCHEDULING

- 16.1 Requests for Use of Leave. It is the County's policy to approve all requests for leave in a fair and equitable manner, consistent with Departmental staffing requirements. Inappropriate requests or use of leave may result in such leave being denied, or the leave may be deemed as unauthorized.
- 16.2 Unauthorized Leave Without Pay (ULWOP). Employees who fail to appear for work without authorized leave shall be considered to be on ULWOP 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 *job abandonment* as defined in Section 18.7 Job Abandonment.
- 16.3 Authorized Leave Without Pay (ALWOP). The Department Director/ Elected Official 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 ALWOP became effective. This requirement may be waived by written agreement of the employee. The County shall have no obligation to return the employee to his former or comparable position if the ALWOP is for a period greater than six (6) months. Requests for ALWOP in excess of six (6) months shall be in writing and directed to the County Manager. Neither annual leave nor sick leave shall be accrued while on ALWOP. Failure to report back to work upon expiration of approved ALWOP shall be considered as ULWOP.
- 16.4 Bereavement Leave. Bereavement leave is leave with pay for which the employee is not charged due to the death of a family member as identified in 16.4 subsections below. Employees in domestic partnerships must adhere to the County's benefits policy regarding domestic partnerships. The term domestic partner is considered as synonymous with the term spouse in all other article language in this Agreement.
- 16.4.1 The employee must provide a copy of the funeral card, memorial program or obituary upon return to work to the department timekeeper. If the employee does not provide a copy of the funeral card or obituary within the pay period in which the leave occurred or within five (5) working days from the employee's return to work, whichever is lessor, the employee shall be charged with ULWOP. Bereavement Leave work days may be granted based on the following schedule:

16.4.2 Up to five (5) consecutive or separate work days within two consecutive pay periods for the death of an employee's adopted or biological; grandmother, grandfather, mother, father, sibling, spouse, children, or grandchildren. Up to three (3) consecutive or separate work days for the death of an employees' spouse's immediate family. (Immediate family includes: the spouse's adopted or biological father, mother, siblings or children.)

16.4.3 Up to three (3) consecutive or separate work days within two consecutive pay periods per calendar year per death, for the death of an employee's adopted or biological extended family. (Extended family includes: great-grandparents, aunts (sister of the employee's parents), uncles (brother of the employee's parents), nieces, and nephews.

16.4.2 An employee who is on Bereavement Leave may use their accumulated annual leave to augment their Bereavement Leave. In order to obtain such leave, the employee must contact his Department Director/Elected Official or designee to request approval of such additional leave. The employee must then complete the appropriate documentation within the pay period in which the leave occurred or within five (5) working days from the employee's return to work, whichever is lessor.

16.5 Annual Leave Accrual and Sell-Back. All employees covered by this Agreement shall be entitled to accrue 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>
6 months - 59 months	20	1.0 hrs.	13.0 days
60 months - 119 months	20	1.3 hrs.	16.9 days
120 months - 179 months	20	1.5 hrs.	19.5 days
180 months- 239 months	20	1.7 hrs.	22.1 days
240 months - 299 months	20	2.0 hrs.	26.0 days
Over 300 months	20	2.2 hrs.	28.6 days

An employee with more than 288 hours of accrued annual leave shall be allowed to sell-back the excess (identified as amount of hours in excess of 288 hours) up 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 calendar year. Payment for the excess hours shall be made to the employee on the first payday in December. All such converted hours shall be deducted from the employee's annual leave balance.

16.5.1 An employee requesting annual leave for a period of three (3) days or less shall submit the request to his Department Director/Elected Official, in writing or through scheduling software, at least 48 hours, in a 24/7 operation, or two (2) working days for all other operations, in advance of the effective date of the requested leave. Annual leave shall be granted or denied within forty-eight (48)

hours of the time requested. Exceptions may be granted when an emergency situation exists.

- 16.5.2 Requests for annual leave in excess of three (3) consecutive days shall be submitted to his Department Director/Elected Official, in writing or entered into scheduling software, at least one (1) week in advance of the effective date of the requested leave.
- 16.5.3 Annual leave shall be approved on a first-come, first-served basis. However, when two (2) or more employees simultaneously request the same time-off, seniority shall control.
- 16.5.4 During each full calendar year of employment, no more than 288 hours of accrued annual leave may be carried forward into the following calendar year.
- 16.5.5 The County shall, upon request, pay the estate of a deceased employee the full cash equivalent of the accrued annual leave as of the employee's last date worked.
- 16.5.6 The County shall pay an employee who separates their employment with the County the full cash equivalent of accrued annual leave upon such employee's separation from service with the County.
- 16.5.7 Any employee who is requested to or does work during his/her approved annual leave period shall be compensated for such work at the appropriate rate of pay. In addition, the employee shall be re-credited the annual leave.
- 16.6 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 the employee's regular days off or those holidays recognized in ARTICLE 11 of this Agreement.
- 16.7 Educational Leave. Employees may be granted leave with pay to attend approved courses which contribute to the employee's job performance or job advancement within the County, at local high schools, vocational schools or colleges. Any employee who does not receive a passing grade shall be required to reimburse the County for all compensation received.
- 16.8 Military Leave. All employees authorized military leave shall be granted such leave in accordance with applicable state and federal law and/or executive orders. It is the responsibility of the employee to provide his Department Director/ Elected Official or designee with notification of the required absence at least (15) fifteen working days prior to the commencement of leave or promptly upon receiving such notification. The employee shall also provide his Department Director/Elected Official or designee a copy of the military orders if such orders are written.

- 16.9 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).
- 16.10 Family and Medical Leave Act Leave. Employees may also be entitled to leave as provided under the Family and Medical Leave Act.
- 16.11 Paid Parental Leave for Eligible Employees. Paid Parental Leave for Eligible Employees shall apply to bargaining unit employees as per County policy.

ARTICLE 17 SICK LEAVE

- 17.1 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.
- 17.1.1 Sick Leave is a voluntary incentive/benefit provided to the employee by the County. This benefit is not required by law.
- 17.1.2 Sick Leave shall not qualify as time worked for the purpose of calculating overtime.
- 17.2 Sick leave shall be granted when an employee is unable to perform 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.
- 17.2.1 Sick leave notification: An employee who is calling in sick for the day must personally notify their supervisor based on the Department's call-in policy. An employee must state on the call that he is invoking his pre-approved FMLA status.
- 17.2.2 Authorized and/or approved sick leave is defined as receiving approval from a direct supervisor or supervisor designee for planned/pre-scheduled usage; Human Resources approved FMLA status for the employee; and/or an original physician's certificate.
- 17.3 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 on sick leave shall be considered as having voluntarily terminated employment, without notice, if they engage in other forms of employment, regardless of whether such employment has been approved by the County. An employee dismissed for cause shall forfeit all accumulated sick leave.
- 17.4 An original physician's certificate shall be required when an employee has used three (3) or more consecutive days of sick leave.
- 17.4.1 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.
- 17.4.2 The original physician's certificate shall identify the name of the patient and date of the visit and be on official letterhead.
- 17.5 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 17.2.1, 17.4, and 17.4.2 apply in this situation.
- 17.6 Sick Leave Corrective Action Plan: This is defined as a preventative measure taken to promote compliance with established policies, rules and expectations. Corrective actions

also attempt to improve or modify unacceptable sick leave usage. Employees shall be placed on a sick leave corrective action plan for a period of six (6) months, based upon the pattern and/or amount of sick leave usage as identified in sections 17.6.1 and 17.6.2. (See Appendix E for Sick Leave Corrective Action Form)

- 17.6.1 Demonstrating a pattern of abuse or misuse. A pattern of abuse shall be defined as use of unauthorized/unapproved sick leave immediately prior to or after weekends, holidays, annual leave or leave without pay in excess of twenty-four (24) hours per the current fiscal year; OR
 - 17.6.2 Sick leave usage in excess of unauthorized/unapproved forty-eight (48) hours in the current fiscal year.
 - 17.6.3 When an employee is placed on a Sick Leave Corrective Action Plan, the employee shall be required to provide an original physician's certificate (following all of 17.2.1, 17.4 and 17.4.2) or any sick leave usage upon return to work.
 - 17.6.4 The Sick Leave Corrective Action Plan tool will be executed no more than one time to help correct unacceptable behavior.
 - 17.6.5 Employees unable to meet the requirements of the Sick Leave Corrective Action Plan may be subject to disciplinary action, up to termination.
- 17.7 As a benefit and incentive for the proper use of sick leave benefits, employees may convert accrued sick leave as follows:
- 17.7.1 An employee who has accrued more than sixty-four (64) hours of sick leave in the twelve (12) month period beginning on November 1 and ending on October 31 of each 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 shall be deducted from the employee's sick leave balance.
 - 17.7.2 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 one (1) annual leave hour when such hours are to be used within a designated payroll period. Convert any amount of sick leave in excess of four hundred and fifty (450) hours at the rate of two (2) sick leave hours for each one (1) annual leave hour when such hours are to be used within a designated payroll period. Convert any amount of sick leave in excess of eight hundred (800) 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 employee's immediate supervisor.
 - 17.7.3 An employee who is eligible for retirement under the Public

Employees' Retirement Act may convert up to a maximum of 1000 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.

17.8 Sick Leave Incentive Program.

17.8.1 Employees must have been employed with the County for twelve (12) consecutive months in order to participate in the sick leave incentive program as follows.

17.8.2 Each fiscal year the department will conduct a sick leave usage review for the period of July 1 through December 31; and January 1 through June 30 to determine an employee's eligibility for an award as follows:

17.8.2.1 Employees utilizing zero (0) hours of sick leave for six (6) consecutive months will be awarded four (4) hours of vacation leave.

17.8.2.2 Employees on suspension, sick leave corrective action and/or administrative leave resulting from disciplinary action (or awaiting the outcome of the administrative review or judicial process while on administrative leave) shall not be eligible to participate in the sick leave incentive program.

17.8.2.3 Employees on modified, light duty, worker's compensation status and/or using donated leave shall not be eligible to participate in the sick leave incentive program.

17.9 Contribution of Leave to Fellow Bernalillo County Employees.

17.9.1 An employee may contribute up to 40 hours of their sick or annual leave balance to any Bernalillo County employee, who is eligible for leave benefits, when the following criteria are met:

17.9.1.1 The employee is in need of sick leave time due to critical illness or injury suffered by the employee as determined by Human Resources. Critical illness or injury would include illness, prolonged treatment, hospitalization or recovery. Examples would include coma, cancer, leukemia, heart attack, stroke, injury, disability or any other medical condition that prevents an employee from performing his or her work duties;

17.9.1.2 The contributing employee has an accumulated sick leave balance in excess of 80 hours;

- 17.9.1.3 The contributing employee has an accumulated annual leave balance in excess of 80 hours; and,
 - 17.9.1.4 The sick or annual leaves hours contributed are transferred from one employee to another in hourly increments.
- 17.9.2 Hours transferred shall be converted to the other employee's account based on value of hours contributed, but recorded as converted hours based on value of hours used.
- 17.9.3 An employee using contributed hours will be assured a County position for which he qualifies as a position becomes available, but will give up the right to his current position once he has started using contributed hours. 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.
- 17.9.4 A white collar employee can receive contributed sick leave or annual leave from any Bernalillo County employee eligible to donate leave in accordance with County policy.

**ARTICLE 18 WORK WEEK, PAY PERIOD, MEAL
PERIOD, REST PERIOD, OVERTIME, NO PYRAMIDING**

- 18.1 Work Week: The work week shall begin at 12:00 AM Saturday and end at 11:59 PM on Friday.
- 18.2 Work Schedules: A normal work week shall be forty (40) hours per week consisting of five (5) consecutive days of eight (8) hours per day or four (4) consecutive days of ten (10) or (12) hours per day; or a flexible work schedule as approved by the Department Director/Elected Official.
- 18.3 Pay Period: A two-week period of which there are twenty-six (26) specified per year.
- 18.4 Paycheck Disbursal: The County shall disburse paychecks from the Payroll Department to the authorized department representative normally by 10:00 AM on that payday. The authorized representative shall distribute paychecks to all employees in the department in an expeditious manner upon his return to the department. The department shall disburse paychecks for personnel employed in swing or graveyard shifts on the day proceeding the normal payday after 3:00 PM. In the event that the County implements mandatory direct deposit, this section shall be void.
- 18.5 Meal Periods: Employees with a work schedule spanning less than eight and one-half (8 1/2) hours per day in a five (5) day period shall not receive a meal period. Work schedules spanning eight and one-half (8 1/2) hours per day in a five (5) day period shall include a thirty (30) minute unpaid meal period. Work schedules spanning nine (9) hours per day in a five (5) day period shall include a one (1) hour unpaid meal period.
- 18.6 Rest Periods: All employees shall receive two (2) fifteen (15) minute rest periods each work day. Management shall schedule such rest periods and they shall not be accumulated from day to day. Employees who are required to work at least two (2) hours overtime, at the end of a work day, shall be scheduled by management with an additional rest period before or during the assigned overtime.
- 18.6.1 Employees with a work schedule spanning less than eight and one-half (8 1/2) hours per day in a five (5) day period or a ten (10) hours per day in a four (4) day period may combine their two (2) rest periods for a thirty (30) minute paid meal period.
- 18.7 Job Abandonment: An employee who fails to report to work, or who fails to comply with reporting requirements while on administrative leave, for three (3) consecutive work days, without prior written authorization shall be considered to have abandoned his position and resigned his County employment and is not eligible for rehire.
- 18.8 Overtime: Employees shall be paid at the rate of time and one-half their regular 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 Department Director/Elected Official or his designee, 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 form of approved leave for which the employee receives compensation shall not be counted as hours worked for purposes of calculating overtime pay.

18.8.1 Each Department shall prepare, maintain, and post a current overtime list; and/or have overtime vacancies posted in scheduling software. Employees may sign up for overtime up to thirty (30) days in advance. Overtime vacancies will remain posted until filled or the beginning of the shift, whichever is earlier.

18.8.1.1 For departments utilizing scheduling software, rules will be configured to abide by this contract.

18.8.1.2 Volunteers shall be assigned overtime in seniority order on a rotating basis. Volunteers who have been offered overtime shall be moved to the bottom of the list, irrespective of whether the overtime assignment has been accepted.

18.8.1.3 If the process in 18.8.1.2 has been followed and there are an insufficient number of volunteers; forced overtime shall be assigned on the basis of reverse seniority unless the department has an on-call policy, in which case the on-call policy will be utilized before assigning overtime using reverse seniority.

18.8.1.4 Employees so assigned this “forced overtime” shall be required to fulfill such assignments. However, no employee shall be required to work more than two (2) consecutive “forced overtimes” in a row for four (4) hours or more.

18.8.1.5 An employee shall not work more than sixteen (16) consecutive hours, except for declared emergency situations. For health and safety reasons, if an employee works two (2) overtime shifts of eight (8) hours within a 48 hour period, he shall not be required to work “forced overtime” until a period of forty eight (48) hours has elapsed from the end of the last overtime, unless the employee volunteers; or the operational staffing requirements of the Department dictate the need for additional overtime, as determined by the Department Director in writing to the Union President. The parties will meet and confer on the need for additional overtime if requested by either party.

18.8.1.6 Any employee who volunteers to work an overtime shift on his regularly scheduled day off shall not be assigned “forced overtime” following the shift, unless there are no other employees available for overtime.

- 18.8.2 In the event overtime is required at the end of a particular shift, for a period not to exceed three (3) hours, the County shall offer the overtime to the most senior qualified employee on duty or on the employer's premises, in lieu of utilizing the procedure set forth in Article 18.8.1. Employees shall not be required to work overtime at the end of their last regular scheduled shift prior to leaving for authorized pre-approved leave of eight (8), or more, hours. Any employee who develops a trend, as determined by the supervisor, in scheduling leave on their last regular scheduled shift and then cancelling the leave to keep from working overtime as determined by the Director may receive disciplinary action.
- 18.8.3 Consecutive forced overtime is defined as any two (2) forced and worked overtime periods of four (4) hours or more within a 48-hour period. The 48-hour period begins with the first hour of overtime worked.
- 18.8.4 Employees who work two (2) consecutive work shifts (16, 20, 24 hours) must be in an off-duty status for a period of one (1) work shift before resuming work.
- 18.8.5 Voluntary overtime will be cancelled if there is an earlier shift that needs to be immediately filled utilizing low-person or on calls.
- 18.8.6 Cancellation of Overtime: If the Shift Supervisor determines the Department has more employees working in an overtime status than are necessary for that shift, the Shift Supervisor shall offer those employees working the overtime the ability to be relieved of duty in order of reverse (highest) seniority.
- 18.8.7 An employee who works "forced overtime" shall be compensated at one and one half times his regular straight time hourly rate for all forced overtime hours worked.
- 18.8.8 An employee who is scheduled for and attends a mandatory meeting or training during the employees' non-work hours, shall be compensated at one and one-half (1.5) his regular straight time hourly rate for a minimum of two (2) hours if the mandatory meeting or training is two (2) hours or less, or for actual hours in attendance when the mandatory meeting or training is scheduled for more than two (2) hours.
- 18.9 On call. 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 on call period, the employee shall be issued a pager and expected to remain fit for duty within range of the paging system.
- 18.9.1 Employees shall not be assigned on call duty for time periods of less than seven (7) consecutive days in duration.
- 18.10 Call Out: When an employee is called to return to work after his regularly scheduled shift

and before his next regularly scheduled shift he shall be guaranteed at least two (2) hours pay.

18.11 No Pyramiding: Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

18.12 Inclement Weather: The County Manager has designated that in the case of inclement weather conditions, Bernalillo County will follow the delay and closure schedules set forth by the Albuquerque Public Schools (APS). In the event that APS is not in session, inclement weather delays, early dismissals or closures will be at the discretion of the County Manager. Employees who are required to maintain public safety essential services are to report for duty.

18.12.1 Public Safety essential duty employees physically working their regular shift which begins between 7:00 a.m. and 10:00 a.m. will receive administrative leave for the amount of time off due to the delay in opening of County offices. Employees must check the County's website for the exact time that County offices officially open for business to determine the exact amount of administrative leave. Example: (1) An employee starts their regularly scheduled shift at 7:00 a.m. and the County delays the opening of County offices until 10:00 a.m., the employee shall receive three (3) hours of administrative leave. (2) An employee who starts their regularly scheduled shift at 11:00 a.m. will not be eligible for administrative leave.

18.12.2 Public Safety essential duty employees physically working their regular shift schedule at the time the County Manager closes County Offices, will receive administrative leave for the time off due to the early dismissal/closure of the County offices. Example: (1) An employee starts work at 3:00 p.m. and the County closes offices at 4:00 p.m., the employee will receive one (1) hour of administrative leave. (2) An employee ends their shift at 3:00 p.m. and the County closes offices at 4:00 p.m., the employee will not be eligible for administrative leave.

18.12.3 Public Safety essential duty employees physically working their regular shift schedule which either starts or ends between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday; will be eligible for eight (8) hours of administrative leave should APS close schools for the entire school day. Example: (1) An employee starts work at 9:00 a.m. and the County does not open for business, the employee will receive eight (8) hours of administrative leave. (2) An employee ends their shift at 7:00 a.m. and the County does not open for business, the employee will not receive eight (8) hours of administrative leave.

18.12.4 In the event of a major inclement weather incident extending past a 24-hour

period, and at the County Manager's discretion; Public Safety essential duty employees physically working their regularly assigned "graveyard/overnight shift," excluding Saturdays, Sundays and holidays, may receive administrative leave compensation. Employees working a "graveyard/overnight shift" as an overtime assignment will not receive administrative leave.

ARTICLE 19 WAGES

- 19.1 Effective the first pay period of Fiscal Year 2025, the first full pay period following ratification and approval of this Agreement, or the first full pay period following resolution of impasse, whichever is later, bargaining unit employees' base rate of pay will be adjusted by ten percent (10%) in accordance with the rates set forth in Appendix G.
- 19.2 Employees on the swing shift shall receive a seven percent (7%) per hour shift differential pay. Employees serving on the graveyard shift shall receive seven percent (7%) per hour shift differential pay.
- 19.3 Probation Completion: Employees who have satisfactorily completed the probationary period shall receive no less than the lowest negotiated rate of pay for the employee's classification.
- 19.4 In the event an employee works four (4) or more hours on a swing or graveyard shift, the employee shall be compensated for the entire shift at the higher shift differential rate provided that four (4) or more hours are worked on a shift eligible for such pay, (e.g., four (4) hours on day shift and four (4) hours on swing shift would make the employee eligible for eight (8) hours at seven percent (7%) per hour differential pay.)
- 19.5 Bilingual: Any employee who in the furtherance of their position is able to utilize bilingual skills, and that employee is certified by the County Human Resources Department as bilingual, shall be compensated for the use of that skill at the rate of twenty-five Dollars (\$25.00) per pay period. The County Human Resources Department shall establish standards and test criterion by which individuals shall be certified as eligible to receive bilingual pay.
- 19.6 Longevity Pay: Employees shall receive compensation for length of service based on the following schedule:
- | | |
|-------------------------|-------------------------|
| 60 Months - 119 Months | \$ 50.00 per pay period |
| 120 Months - 179 Months | \$100.00 per pay period |
| 180 Months - 239 Months | \$150.00 per pay period |
| Over 240 Months | \$200.00 per pay period |
- 19.7 Daylight Savings Time: Employees working the grave shift during the Fall and Spring Daylight Savings Time clock changes will be paid for actual hours worked. Article 18. Section 18.8 will be followed to determine an employee's eligibility for overtime pay as a result of the time clock change. This section will be null and void should the State of New Mexico opt out of observing Daylight Savings Time.
- 19.8 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. Employees with an Associate's Degree, determined by the County

to be relevant to the position held, and awarded by an accredited University or College, shall receive twenty-five dollars (\$25.00) per month academic incentive pay.

- 19.9 Temporary Upgrade. An employee who is specifically assigned by management the duties and responsibilities of a position in a higher pay grade, when the employee normally filling that position is absent, and performs the assigned duties and responsibilities in addition to the employee's regular duties for a full shift or more, the employee shall receive a temporary increase of ten percent (10%) of the employee's current hourly rate; or the entry level rate of the higher paygrade, whichever is greater. The temporary pay increase shall be calculated on the period of time actually worked in the higher pay grade.

ARTICLE 20 INSURANCE COVERAGE

- 20.1 Health. For each employee who elects to participate, the County shall pay up to a maximum of eighty per cent (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.
- 20.2 Dental. For each employee who elects to participate, the County shall pay up to a maximum of seventy per cent (70%) 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.

ARTICLE 21 PERSONAL PROPERTY REPLACEMENT

- 21.1 The County shall reimburse the employee who has not been negligent for damage to glasses (frames and lenses), dentures, watches, hearing aids, or any article of regulation uniform, based upon current/replacement value, when such items are lost or damaged as a result of duty requirements.
- 21.1.1 The employee shall notify his immediate supervisor on the date of occurrence, if possible but no later than the employee's next active duty shift.
- 21.2 This process of reimbursement shall be accomplished within twenty (20) working days of occurrence.

ARTICLE 22 WORKERS' COMPENSATION/INJURY TIME

- 22.1 An employee injured on the job or suffering from occupational diseases, as defined in the New Mexico Workers Compensation Statute, shall receive Worker's Compensation benefits as prescribed by law.
- 22.2 Upon employment, employees shall complete a preexisting condition form for submittal to the State of New Mexico Subsequent Injury Fund Administrator.
- 22.3 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) working 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) working days after the accident.
- 22.4 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.
- 22.5 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.
- 22.6 An employee who works a minimum of forty (40) hours per week is eligible for a maximum of eight hundred (800) working hours, twenty (20) weeks, of injury time compensation.
- 22.6.1 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.
- 22.6.2 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.
- 22.6.3 An employee injured on the job may use accrued annual or sick leave for each regularly scheduled work day 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.

- 22.6.4 An employee shall accrue annual leave and sick leave while on injury time.
- 22.7 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.
- 22.8 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.
- 22.9 An employee returning from Worker's Compensation disability may return to Light Duty if an appropriate position is available or the County may 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.
- 22.10 An employee on light 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.

ARTICLE 23 CAMPAIGNING FOR PUBLIC OFFICE

- 23.1 The work place should be maintained in a manner so that partisan politics do not influence the operations of the County. A potential for a conflict of interest exists when public employees engage in political activities while on duty. In order to lessen the likelihood of such conflicts, without unduly restricting an individual's rights to seek public office, the following procedures shall be followed:
- 23.1.1 Any employee wishing to run for a political office within Bernalillo County government shall take a leave of absence, using paid annual leave or leave without pay, effective immediately upon filing official notice with the Bernalillo County Clerk of intent to seek such office. The concerned individual shall remain in the leave status until certification of the general election in the event that he is victorious, or until he has officially withdrawn from the election or has been eliminated in a primary election.
 - 23.1.2 The County shall approve all requests for leaves of absence to run for Bernalillo County office.
 - 23.1.3 In the event any amendment of Bernalillo County Code Section 2-41 alters an individual's rights to seek public office, this ARTICLE shall immediately become the subject of renegotiation.

ARTICLE 24 DRUG AND ALCOHOL TESTING

- 24.1 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. Drug and alcohol testing shall be administered in accordance with the County's "Drug and Alcohol-Free Workplace Policy" utilizing the initial screening levels and the provisions herein. 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 0.04.

In recognition of this principle, the following procedure shall be utilized to eliminate the adverse impact of drugs and alcohol in the workplace:

- 24.1.1 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.
- 24.1.2 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.
- 24.1.3 When a reasonable suspicion has been developed to lead a supervisor, Department Director, Assistant Director, Elected Official, or Deputy to believe that an employee is under the influence of drugs or alcohol, he may order an analysis of the concerned employee's breath or urine for the exclusive purpose of detecting the use of drugs or alcohol. The Department Director/Elected Official or his designee may order such analysis.
- 24.1.4 The County shall be responsible for transporting the employee to the testing site.
- 24.1.5 The employees listed 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. In addition, such employees shall be subject to random testing of their breath or urine and shall appear for such testing immediately upon being notified by the Department Director or Elected Official:
- a. Emergency Communications Personnel;
 - b. Evidence Technician;
- 24.2 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.

24.3 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.

24.4 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).

24.4.1 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.

24.4.2 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.

24.4.3 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.

24.4.4 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.

24.4.5 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.

24.4.5.1 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.

- 24.4.6 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.
- 24.4.7 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.
- 24.4.7.1 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.
- 24.4.7.2 Non-compliance with the County approved treatment plan shall subject the employee to dismissal.
- 24.4.8 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.
- 24.4.9 An employee who undergoes a controlled substance test at any time after self-identification, and receives a "verified positive" result, is subject to disciplinary action, up to and including dismissal.
- 24.5 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.
- 24.5.1 The County shall bear the cost of the initial drug or alcohol test. The employee shall bear the cost of a retest of the original sample. The County shall reimburse the employee for the cost of the retest in the event the result of the retest is negative.
- 24.5.2 An employee who tests positive for drugs or alcohol shall be subject to disciplinary action up to and including dismissal.

- 24.5.3 Any employee who refuses to appear for drug or alcohol testing shall immediately be removed from assignment and shall be subject to disciplinary action up to and including dismissal.
- 24.6 Random Testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of employees.
- 24.6.1 The dates for administering unannounced testing of randomly-selected employees shall be spread reasonably throughout the calendar year; and
- 24.6.2 The number of employees randomly selected for drug/alcohol testing during the calendar year shall be a minimum of ten percent (10%) and a maximum of fifty percent (50%) of the total number of employees in the pool.
- 24.7 Supervisors and managers will receive a minimum of sixty (60) minutes training on the effects 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.

ARTICLE 25 OUTSIDE EMPLOYMENT

- 25.1 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 as a County employee.
- 25.2 Approval for outside business activity or employment shall be secured from the Department Director/Elected Official or his designee prior to initiating such activity or employment. Approval for outside business activity or employment must be renewed on an annual basis.
- 25.3 Employees with restrictions prohibiting them from working overtime assignments for any reason may not be eligible for outside employment.

ARTICLE 26 LABOR-MANAGEMENT RELATIONS COMMITTEE

- 26.1 Whenever the intent or interpretation of an Article or provision of the existing Agreement is in question, the contract negotiation teams responsible for having negotiated the then current Agreement shall meet and advise the Labor-Management Committee as to the intent or interpretation of the parties, of the Article or provision as of the time the contract was negotiated.
- 26.2 The Labor-Management Relations Committee shall be composed of three (3) County representatives and three (3) Union representatives.
- 26.3 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.
- 26.4 No grievance over an issue of contract interpretation shall proceed to arbitration until after first presenting the matter to the Labor-Management Relations Committee.

ARTICLE 27 WORK OUT OF CLASSIFICATION/TRAINING

27.1 Work in a Higher Classification

27.1.1 An employee shall receive a temporary pay adjustment for performing assigned duties and responsibilities of a position in a higher pay grade. An increase in workload which is not related to a higher grade, shall not be considered grounds for a temporary pay increase.

27.1.2 Temporary Pay Adjustment. An employee who is specifically assigned, in writing, the duties and responsibilities of a position in a higher pay grade, when the employee normally filling that position is absent, and performs the assigned duties and responsibilities in addition to the employee's regular duties for a minimum of three (3) work shifts in a pay period (regularly scheduled or overtime), the employee shall receive a temporary increase of ten percent (10%) of the employee's current hourly rate. Management cannot verbally assign an employee to cover duties of a higher pay grade, a written directive (email is allowed) must accompany each assignment.

27.1.3 A temporary pay adjustment shall be calculated only on the hours actually worked in the higher pay grade and if the employee is performing the duties and responsibilities of the position.

27.2 Training. Employees shall be provided departmental training based on individual needs and the employee's qualifications, as determined by the Department Director/Elected Official. The training will have the goal of improving employee performance in carrying out assigned duties and to assist the employee in advancing to employment in a higher classification.

ARTICLE 28 MEMBERSHIP AND CHECK-OFF OF UNION DUES

- 28.1 During the term of this Agreement, an employee who is, or who may become, 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 not include payment of initiation fees, assessments, or fines levied by the Union.
- 28.2 Upon receiving a properly executed Dues Check-Off Authorization form from an employee, the County shall, as soon as practicable, effect such payroll deductions.
- 28.2.1 The deduction of such dues shall commence with the first paycheck after receipt of the Dues Check-off Authorization form, and shall, within seven (7) days of receipt thereof, be paid over to the Union.
- 28.2.2 Such deductions shall be strictly limited to the amount, as from time to time, may be certified in writing by the President of the Union as constituting the monthly dues or fees uniformly required as a condition of acquiring and retaining membership.
- 28.2.3 An employee who wishes to revoke his Dues Check-off Authorization form shall deliver to the County's Human Resources Department and to the Union, a written, signed, and dated statement revoking the Dues Check-Off Authorization within ten (10) calendar days following the employee's anniversary date of hire. The employee must produce a valid photo ID to both the Union and Human Resources Department.
- 28.2.4 No deductions shall be made during any pay period in which an employee has insufficient wages to cover the authorized dues deduction.
- 28.2.5 The County shall upon written authorization from the employee on an "AFSCME PEOPLE" authorization form, withhold and forward to AFSCME any donation designated by the employee. Such a donation may be voluntarily withdrawn in accordance with Bernalillo County Resolution Number 28-85.
- 28.3 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 29 FILLING VACANT BARGAINING UNIT POSITIONS

29.1 Unless otherwise specified in this Agreement, the procedure for filling a vacant position with the County will be as follows:

29.1.1 The County shall determine if a vacant position is to be filled.

29.1.2 Vacant positions (entry level) within the bargaining unit shall be posted on appropriate bulletin boards throughout the County for a period of ten (10) consecutive working days.

29.1.3 The posting shall contain at least the following: job title, qualifications, days off, shift, hours, work location, rate of pay, and closure date.

29.1.4 A copy of said posting will be provided to the President of AFSCME Local 2260.

29.1.5 Employees who believe they meet the minimum qualifications for a posted position vacancy will notify their department head that they wish to apply for it, and shall be allowed a reasonable time to contact the Human Resources Department prior to the expiration date of the circular. It is the employee's responsibility to supply all necessary information regarding their application to the Personnel Department prior to the expiration date to avoid disqualification as an applicant for the posted position.

29.1.6 To encourage advancement and career development, qualified employees shall be given an equal opportunity with other applicants to bid on vacant positions. In making selections, the County shall give a contributing factor to the employee-applicants over non-employee-applicants.

29.1.7 Where employee-applicants are equally qualified to perform the work required, the County shall select the most senior employee of those applying in the following manner: a contributing factor shall be given to applicants with division seniority, then department seniority, and then County-wide seniority.

29.1.8 Applicants who have been interviewed and who are not selected shall be so notified in writing by the County agent making the final selection. Such notification shall occur within five (5) working days of the effective date of the selection.

ARTICLE 30 PROMOTIONS AND TRANSFERS

- 30.1 The County may promote and transfer employees within the bargaining unit under the following conditions, provided a vacancy does exist. When a vacancy does exist the provisions of Article 30 apply.
- 30.2 Promotions. Selection for promotion will be made on the basis of documented qualifications provided by the applicant and past performance on the job. These factors being equal, the most senior qualified employee will be selected to fill the position.
- 30.3 Transfers. The transfer of an employee may be made when it is approved by management provided:
- 30.3.1 The employee meets the qualification requirements as certified by the Human Resources Department.
- 30.3.2 It is in the best interest of the County.
- 30.3.3 Further training and development of an employee in another position would be beneficial to future staffing potential of the County.
- 30.4 Employees promoted within County Service will receive, from the first day, the entry-level salary or ten percent (10%) increase whichever is greater.
- 30.5 Employees, who in good faith, believe that management has made a work assignment selection as a form of discipline may utilize the grievance procedure as outlined in Article 14.

ARTICLE 31 PARTIAL INVALIDITY, SEVERABILITY, AND WAIVER

- 31.1 This Agreement shall be effective on the first full pay period following ratification of the members of the collective bargaining unit and approval of the Board of County Commissioners. This agreement shall be effective through June 30, 2026.
- 31.2 Should neither party to this Agreement request the opening of negotiations, at least one hundred twenty (120) calendar days prior to June 30, 2026, this Agreement shall continue in full force and effect from year to year thereafter. Either party may request the reopening of Article 19.1 and one non-economic item by filing written request with the other party during the month of March.
- 31.3 Should applicable law or circumstances render invalid, unenforceable or no longer appropriate any provision of this Agreement, the parties shall meet and attempt to negotiate a replacement for the affected provision, as well as any other provision whose interpretation or implementation is dependent or contingent thereon. 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.
- 31.4 In the event that a County policy conflicts with, or makes ambiguous, 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 by appropriate representatives of the parties and shall remain in effect for the duration of the Agreement.
- 31.5 In the event that any of the provisions of this Agreement shall become invalid or unenforceable, such invalidity or shall not affect the remaining provisions thereof.
- 31.6 This Agreement specifically describes the entire Agreement between the parties. Any State and/or Federal statutes, County Ordinance, federal regulation or executive order shall take precedence over this Agreement. This Agreement shall take precedence over any conflicting County or Departmental Policy.
- 31.7 This Agreement is the only Agreement between the parties and supersedes any and all previous agreements and understandings.
- 31.8 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 gives 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. 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.

ARTICLE 32 HEALTH AND SAFETY

- 32.1 Health and safety shall be handled in accordance with State and Federal laws and County policies, rules, regulations, and administrative instructions.
- 32.2 Safety is an integral part of the responsibilities of every manager, supervisor, and employee. Employees, supervisors, and managers shall comply with applicable policies, rules, regulations, administrative instructions, and laws.
- 32.3 Safety management exists 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 County shall:
- 32.3.1 Provide safe and healthy working conditions and practices;
 - 32.3.2 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;
 - 32.3.3 Provide safe, healthy, and clean work sites and grounds; and
 - 32.3.4 Provide employees with adequate information on communicable diseases and infestations and hazards to which they may have routine exposure.

SIGNATURE PAGE

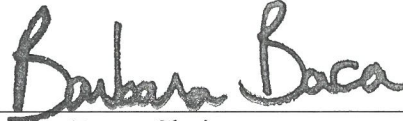
IN WITNESS WHEREOF, the parties have executed this instrument by their duly authorized officers or representatives on this 25th day of June, 2024.

**AMERICAN FEDERATION OF
STATE, COUNTY AND
MUNICIPAL EMPLOYEES,
LOCAL 2260**

BOARD OF COUNTY COMMISSIONERS



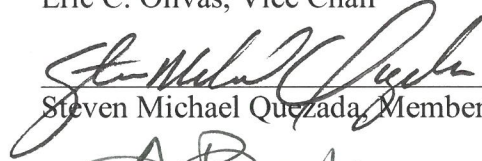
Tyler Leaf, President



Barbara Baca, Chair



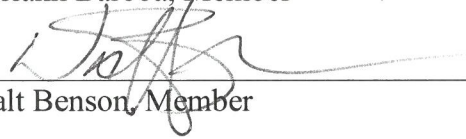
Eric C. Olivas, Vice Chair



Steven Michael Quezada, Member



Adriann Barboa, Member



Walt Benson, Member

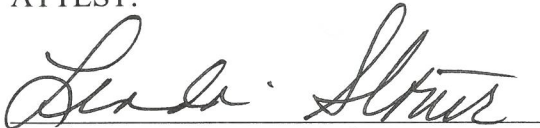


APPROVED AS TO FORM:



County Legal Department

ATTEST:



Linda Stover, County Clerk

Date: _____

APPENDIX A COMMUNICATIONS CENTER

- CC.1 **Shift Bidding:** On a semi-annual basis, employees shall be permitted to bid for shift and days off. Bidding shall be conducted by Job Title (e.g. ECO II, then ECO I, then ECO) based on Job Title seniority based on date of most recent promotion followed by Departmental Seniority as a tie breaker as defined in Article 9 of this Agreement. All bidding shall take place between December 1 and 15 and June 1 and 15. The bid schedule shall be posted at least ten (10) calendar days prior to the bid. New shift assignments shall be effective the first pay period following January 1 and July 1. Once all bids are completed, and all employees have been assigned their days off, seniority shall not serve to allow an employee who transfers from one shift to another shift, at his own request, to displace another employee from his selection of assigned shift and days off. An employee who is transferred at the initiative of the Department may use his seniority to displace a less senior employee's selection of shift and days off. In the event that a position becomes available, after the shift bidding process has been completed, the vacant position will be posted for seven (7) days, will be offered to other employees in accordance with seniority. At least 30 days prior to the schedule bid the parties will meet and confer in good faith regarding the process to be used, bid placement, and staffing levels. Every employee has a 20-minute response window from the time management attempts contact to make a decision. If the employee fails to reply or exceeds 20 minutes to make a decision, the employee will be assigned a position similar to the employee's current shift and the bidding will continue.
- CC.2 **On Call Duty:** A Communication Center employee assigned on call duty shall be paid at a rate of \$1.30 per hour, for each hour of assigned on-call duty. Such time will not constitute compensable hours worked for purposes of overtime. A Communications Center employee that misses any part of their on call duty shall make up the missed days in the primary on- call position the following week, the employee shall make up the missed on call days on their first available week following their approved leave. The parties will meet and confer in good faith regarding the process of on-call duty. On call shall be administered by the scheduling management system.
- CC.3 **Leave:** An employee who has been approved to use any type of leave, cannot cancel such leave less than twenty-four (24) hours prior to the start of the applicable shift.
- CC.4 **Overtime:** After exhausting the voluntary overtime list the Communications Center may offer overtime to non-bargaining unit employees before utilizing the forced overtime.
- CC.4.1 An employee from Communications Department who has signed up for and been assigned voluntary overtime in scheduling software but has failed to accept it within twenty-four (24) hours of the start of the shift will be removed from that assigned overtime shift.
- CC.4.2 Once volunteer overtime is accepted, the employee cannot be removed by another employee seeking to work overtime. If the member is forcibly removed

from the overtime and it later becomes available again, the last removed member will be asked if they want the overtime first.

- CC.4.3 An employee shall have the option to accept half-shift assignments (first or second half of shift), consisting of half the shift immediately before or after the employee's regular assigned shift. This arrangement is subject to operational requirements. An employee who is mandated to work overtime may elect to work the unselected half shift or the full shift thereby bumping the voluntary half-shift assignment.
- CC.5 An employee accepting volunteer overtime must cancel the entire overtime shift at least eight (8) hours prior to the beginning of that overtime shift. Partial cancellations are not allowed. Employees failing to cancel their voluntary overtime in this time frame shall be responsible for finding a qualified employee to work the overtime in their place. An employee who does not follow the above criteria may be subject to disciplinary action up to and including suspension of voluntary overtime. The first violation of this section shall result in up to a seven (7) day suspension of voluntary overtime privileges. A second violation will result in up to a fifteen (15) day suspension of voluntary overtime privileges. A third or subsequent violation will result in up to a thirty (30) day suspension of voluntary overtime privileges. The penalties for violation of this provision will be reset upon completion of six (6) months from the last date of a violation of this provision.
- CC.6 Forced Overtime: Any employee who refuses to appear for work when advised of a "forced overtime" within the 24-hour sliding window (timeframe), shall receive a two (2) work day suspension (leave without pay). Employees shall be excused by a physician's note for two (2) forced overtime assignments every six (6) months (shift bid schedule), or more at the discretion of the Director. Employees approved for Family and Medical Leave shall be considered in accordance with FMLA.
- CC.6.1 When an employee lowest on the seniority list ("low man") is forced to work the last four (4) hours of a shift, unless the employee volunteering to work the first four (4) hours decides to work the full shift, the low man shall have the option to work the full shift.
- CC.7 Shift Trades: The voluntary trading of shifts may be permitted between two employees within the same job qualifications. Shift trades shall be done in full eight (8), ten (10), or twelve (12) hour increments. Both employees must complete the shift trade within thirty (30) calendar days.

A shift trade between employees shall be executed using the automated staffing system. Employees will be allowed to participate in five (5) shift trades per calendar month. A shift trade will count towards the calendar month in which it originates. The employee who agrees to work the shift shall be responsible of execution of the shift. In the event the employee reports off for any reason such time shall be unauthorized leave without pay at their regular rate of pay and the employee will not be allowed a shift trade for two

(2) months. An employee who is responsible to work a shift trade and is late more than seven (7) minutes for two (2) shift trades within the shift bid period, that employee shall not be allowed a shift trade for the remainder of the shift bid period.

CC.7.1 The Union agrees to indemnify and hold harmless the County from any claim made by a bargaining unit employee concerning a demand, administrative claim, or lawsuit involving a claim for overtime compensation as the result of a shift/hour exchange pursuant to this Article. The Union agrees that this agreement to indemnify and hold harmless shall survive the expiration of this collective bargaining agreement and shall run for the applicable limitations period for contract claims and claims brought pursuant to the Fair Labor Standards Act. Extra hours worked by the substitute employee will be excluded by the employer from the hours of work for which the employee is entitled to overtime. This is defined and demonstrated within the following:

CC.7.1.1 The scheduled employee will be compensated as if he had worked his normal work schedule for the shift/hours exchanged.

CC.7.1.2 Both parties agree that a substitute employee will not seek overtime compensation for the additional hours that he/she is actually at work.

CC.7.1.3 Both parties agree that a loss of proper compensation for additional hours will not occur because of a shift/hours exchange since the employee is to be compensated as if he had worked his normal work schedule.

CC.8 It is the responsibility of the employee to confer with the supervisor to schedule up to one (1) hour per month for an employee to complete any mandatory training away from the employee's normal duties and scheduled during the employee's normal work hours.

CC.9 Trainees will be assigned to ECO IIs on a rotating basis based on the shift the trainee is assigned to. If an ECO II has an assigned trainee that results in less than ten (10) daily observation reports, the ECO II may be given the next trainee.

CC.10 ECO I and II may voluntarily demote from any level to a lower position under the following conditions:

1. There is an open position in the job title that the ECO is requesting to be demoted into.
2. There are at least thirty (30) positions filled in the department (approximately 80% of departmental capacity).
3. The demotion would not result in less than fifteen (15) ECO I or eight (8) ECO II positions (approximately 80% of positional capacity).
4. The demoted employee's rate of pay would be reduced to the wage of the lower position.
5. The demoted employee would move to the bottom of the seniority list of the lower

position.

6. In the event of multiple voluntary demotion requests initiated on the same date, the person with the highest current job title seniority will be given preference.

CC.11 A trainee will be allowed to observe an assigned Emergency Communications Operator I (ECO I) in the event there is no qualified trainer to train the employee. The ECO I will receive a ten percent (10%) differential pay for the entire shift.

CC.12 The work week shall begin at 06:00 AM Saturday and end at 05:59 AM on the following Saturday. The work week also applies to on-call.

CC.13 Other arrangements for meal periods than as set forth in this Agreement may be agreed upon between the department director and the union in writing.

CC.14 Rest periods not taken on a workday may be used for early release from the employee's work shift on the same workday with prior approval of their supervisor. Rest periods may not be accumulated or carried over to another day.

CC.15 At any time the Union may request to meet and confer regarding staffing levels. Such meeting will occur within fourteen (14) calendar days of the request.

CC.16 When a supervisor's position needs to be filled and another supervisor is not assigned, an ECO II will be assigned from the shift to cover. If an ECO II is not available to be assigned to cover, an ECO II in an on-call status will be assigned.

CC.17 Employees will be afforded the opportunity for a one (1) hour session annually with a clinical therapist. Employees may voluntarily select a time slot as provided by Management and the therapist.

APPENDIX B SHERIFF'S DEPARTMENT

- SD.1 Shift Bidding: On a semi-annual basis, employees shall be permitted to bid for shift and days off. Bidding shall be based on Departmental Seniority as defined in Article 9 of this Agreement. All bidding shall take place between December 1 and 15 and June 1 and 15. New shift assignments shall be effective the first pay period following January 1 and July 1. Once all bids are completed, and all employees have been assigned their days off, seniority shall not serve to allow an employee who transfers from one shift to another shift, at his own request, to displace another employee from his selection of assigned shift and days off. An employee who is transferred at the initiative of the Department may use his seniority to displace a less senior employee's selection of shift and days off. In the event that a position becomes available, after the shift bidding process has been completed, the vacant position will be posted for seven (7) days will be offered to other employees in accordance with seniority.
- SD.2 Protective Clothing and Clean-Up Time: The County agrees to provide smocks and/or other appropriate protective garments that will protect clothing of employees that come in contact with fluids or chemicals in the following operations: evidence processing, mimeograph operations, photographic and data processing. Employees in such positions shall also be provided up to ten (10) minutes without loss of pay to clean up prior to any meal period and prior to the completion of the work day.
- SD.3 On Call Duty: A Sheriff's Department employee assigned on call duty shall be paid at a rate of \$1.30 per hour, for each hour of assigned on-call duty; provided the employee is able to fulfill at least four (4) days of the on call week. Such time will not constitute compensable hours worked for purposes of overtime. On call shall be administered by the scheduling management system.
- SD.4 Leave: An employee who has been approved to use any type of leave, cannot cancel such leave less than twenty-four (24) hours prior to the start of the applicable shift.
- SD.5 Overtime: After exhausting the voluntary overtime list the Sheriff's Department employee may offer overtime to non-bargaining unit employees before utilizing the forced overtime. Warrants is a unit that requires 24/7, 365 days coverage, requires a minimum of two (2) employees per shift to include an on-call rotation. Rotation is one (1) primary and one (1) secondary employee per week. The on-call employee will have first priority for the overtime; after the on-call list is called, the volunteer list will be called in order of seniority. Employees who are on-call status may trade the on-call schedule with Supervisor's approval. The parties agree to review and amend this provision as necessary in the event that scheduling software is implemented for White Collar employees at the Sheriff's Department.
- SD.5.1 Once volunteer overtime is accepted, the employee cannot be removed by another employee seeking to work overtime. If the member is forcibly removed from the overtime and it later becomes available again, the last removed

member will be asked if they want the overtime first.

- SD.6 Vacation Request: Employees are required to submit a vacation form and an entry of the request in Outlook Calendar for the Unit. Once the request is on the calendar, volunteers may submit their interest in overtime and the above overtime criteria will be enforced.
- SD.7 Backlog Overtime: An employee may volunteer to work backlog overtime provided all shift overtime is filled.
- SD.8 Shift Trades: The voluntary trading of shifts may be permitted between two employees within the same job title and job assignment when approved by the supervisor on a day-to-day basis. A written request for a shift trade must be submitted to the supervisor at least forty-eight (48) hours prior to the time of the trade. Shift trades shall be done in full eight (8), ten (10), or twelve (12) hour increments.

Shift trade requests shall be approved or disapproved at the sole discretion of the supervisor. No employees shall execute a shift trade without first obtaining prior written approval from their supervisor. Employees will be allowed to participate in five (5) shift trades in a calendar month. Shift trades will involve not more than two employees. The employee who agrees to work the shift shall be responsible for execution of the shift. In the event the employee reports off for any reason such time shall be unauthorized leave without pay at their regular rate and the employee will not be allowed to shift trade for three (3) months.

SD.8.1 The Union agrees to indemnify and hold harmless the County from any claim made by a bargaining unit employee concerning a demand, administrative claim, or lawsuit involving a claim for overtime compensation as the result of a shift/hour exchange pursuant to this Article. The Union agrees that this agreement to indemnify and hold harmless shall survive the expiration of this collective bargaining agreement and shall run for the applicable limitations period for contract claims and claims brought pursuant to the Fair Labor Standards Act. Extra hours worked by the substitute employee will be excluded by the employer from the hours of work for which the employee is entitled to overtime. This is defined and demonstrated within the following:

SD.8.1.1 The scheduled employee will be compensated as if he had worked his normal work schedule for the shift/hours exchanged.

SD.8.1.2 Both parties agree that a substitute employee will not seek overtime compensation for the additional hours that he/she is actually at work.

SD.8.1.3 Both parties agree that a loss of proper compensation for additional hours will not occur because of a shift/hours exchange since the employee is to be compensated as if he had worked his normal work schedule.

SD.9 The work week shall begin at 11:00 PM on Friday and end at 10:59 PM on the following Friday.

SD.10 Other arrangement for meal periods than as set forth in this Agreement may be agreed upon between the department director and the union in writing.

APPENDIX C MDC

MDC.1 Shift Bidding: On a semi-annual basis, employees shall be permitted to bid for shift and days off. Bidding shall be based on Departmental Seniority as defined in Article 9 of this Agreement. The Union and Management shall meet to develop the bid procedures and proposed schedule prior to the posting of bid roster no less than thirty (30) days prior to the dates listed below. All bidding shall take place between March 1 and 15 and September 1 and 15. New shift assignments shall be effective the first full pay period following April 1 and October 1.

Once all bids are completed, and all employees have been assigned their days off, seniority shall not serve to allow an employee who transfers from one shift to another shift, at his own request, to displace another employee from his selection of assigned shift and days off. An employee who is transferred at the initiative of the Department may use his seniority to displace a less senior employee's selection of shift and days off. In the event that a position becomes available, after the shift bidding process has been completed, the vacant position will be posted for seven (7) days, will be offered to other employees in accordance with seniority.

MDC.2 Leave: An employee who has been approved to use any type of leave, cannot cancel such leave less than twenty-four (24) hours prior to the start of the applicable shift.

MDC.3 Overtime: Overtime is subject to the approval of management. An employee must utilize scheduling software when wanting to be considered for voluntary overtime, by adding the overtime sign-up to their scheduling software calendar. Volunteer sign-up will not be allowed for more than twenty-one days (21) in advance. Scheduling software will auto assign the overtime by roster order (i.e. Grave, Days, Swing) in order of seniority fourteen (14) calendar days out. If an employee has been assigned overtime and accepted the overtime, they cannot be removed from the overtime for an employee higher in seniority to be assigned to the previously accepted overtime if it is within seven (7) days of the overtime shift. In the event overtime becomes available within twenty-four (24) hour period, Management will call the scheduling software voluntary overtime list, if the voluntary list is exhausted then Management will offer the overtime to employees currently on shift who were not on the voluntary overtime list in order of seniority.

MDC.3.1 When calling the voluntary overtime list, Management will utilize the employee's phone numbers listed in scheduling software. The employee will have ten (10) minutes from the time a message is left (provided voice mail is available) to return the call. If the employee fails to return the call within the 10-minute time limit, Management will initiate calling the next employee on the voluntary list. It is the employee's responsibility to ensure contact numbers in scheduling software are correct.

MDC 3.2 Once volunteer overtime is accepted, the employee cannot be removed by another employee seeking to work overtime. If the member is forcibly removed from the overtime and it later becomes available again, the last removed member will be asked if they want the overtime first.

MDC 3.3 An employee accepting volunteer overtime must cancel the entire overtime shift at least twenty-four (24) hours prior to the beginning of that overtime shift. Partial cancellations are not allowed. Employees failing to cancel their voluntary overtime in this time frame shall be responsible for finding a qualified employee to work the overtime in their place. An employee who does not follow the above criteria may be subject to disciplinary action up to and including suspension of voluntary overtime. The first violation of this section shall result in up to a seven (7) day suspension of voluntary overtime privileges. A second violation will result in up to a fifteen (15) day suspension of voluntary overtime privileges. A third or subsequent violation will result in up to a thirty (30) day suspension of voluntary overtime privileges. The penalties for violation of this provision will be re-set upon completion of six (6) months from the last date of a violation of this provision.

MDC.4 Shift Trades: The voluntary trading of shifts may be permitted between two employees within the same job title and job assignment. Shift trades shall be done in full eight (8), ten (10), or twelve (12) hour increments. Both employees must complete the shift trade within thirty (30) calendar days.

A shift trade between employees shall be executed using the automated staffing system. Employees will only be allowed to participate in five (5) shift trades per calendar month. Shift trade agreements will involve no more than two employees.

The employee who agrees to work the shift shall be responsible for execution of the shift. In the event the employee reports off for any reason such time shall be unauthorized leave without pay at their regular rate and that employee will not be allowed a shift trade for three (3) months. An employee who completes their portion of the shift trade will not be penalized if the other employee fails to complete their portion of the shift trade.

MDC.4.1 The Union agrees to indemnify and hold harmless the County from any claim made by a bargaining unit employee concerning a demand, administrative claim, or lawsuit involving a claim for overtime compensation as the result of a shift/hour exchange pursuant to this Article. The Union agrees that this agreement to indemnify and hold harmless shall survive the expiration of this collective bargaining agreement and shall run for the applicable limitations period for contract claims and claims brought pursuant to the Fair Labor Standards Act. Extra hours worked by the substitute

employee will be excluded by the employer from the hours of work for which the employee is entitled to overtime. This is defined and demonstrated within the following:

MDC.4.1.1 The scheduled employee will be compensated as if he had worked his normal work schedule for the shift/hours exchanged.

MDC.4.1.2 Both parties agree that a substitute employee will not seek overtime compensation for the additional hours that he/she is actually at work.

MDC.4.1.3 Both parties agree that a loss of proper compensation for additional hours will not occur because of a shift/hours exchange since the employee is to be compensated as if he had worked his normal work schedule.

MDC.5 Protective Clothing: The County agrees to provide smocks and/or other appropriate protective garments that will protect clothing of employees during the operations of property processing including stick proof gloves.

MDC.6 The work week shall begin at 06:00 AM Saturday and end at 05:59 AM on the following Saturday.

APPENDIX D SOCIAL SERVICE COORDINATORS – MDC

- SSC.1 Bid for Work Schedule: Employees shall bid for a work schedule of 0700- 1500, 0800-1600 and 0900-1700. The bid shall occur between the dates of March 1 and 15 and shall begin on April 1 and will be in effect for one (1) year. Bids will be for a post of Delta, Fox, Echo, CCP, HSU/PAC and RHU, in the following manner:
- SSC.1.1 SSC employees will bid by job title seniority.
- SSC.1.2 Each employee shall bid for an open post; and if qualified by the State of New Mexico Human Services Department (HSD), may choose to bid for the CCP/Benefits post. Employees' offices will be in the same post for which they bid. As employees bid for a post, such bid option shall not be eligible for other employees in lower seniority.
- SSC.1.3 During the bid cycle, when a post becomes temporarily vacant because of an employee's absences, voluntary overtime will be made available in seniority order. If no employee volunteers for the overtime, involuntary overtime will be required. Involuntary overtime will be assigned in reverse order of seniority within the seniority list. If management determines that the Department has more employees working in an overtime status than necessary, management shall offer those employees working overtime the ability to be relieved of duty in order of seniority.
- SSC.1.4 Unless agreed to otherwise, the bid shall be in person. An employee may bid in person (including by phone) during the bid; or in writing (including email) directly to the bid administrator, or by proxy through the Union. The employee's proxy will be honored if submitted prior to the bid. If an employee fails to adequately, bid in one of these manners and the employee's previous bidden post if available, management shall place the employee in that post. If the employee's previous post is not available, the employee falls to the bottom of the bid, and management will assign a post.
- SSC.1.5 When an employee fails to maintain CCP/Benefits qualifications, the employee shall be reassigned, and management can take such action necessary to assign the employee where needed.
- SSC.1.6 During the bid cycle, when a post becomes vacant it will be posted for five (5) days. Vacancies will be filled by seniority order from the employees responding to the posting.
- SSC.1.7 Thereafter, when an employee moves from a post, the post will be offered and filled by employees in seniority order until no employee chooses to fill a post. The last remaining post shall be assigned to newly hired employees if applicable; otherwise, management may reassign an employee in reverse seniority order, if needed. This process shall occur for each instance an employee moves from their bidden post.

- SSC.1.8 During a bid cycle, when no inmates are housed in a post, management may close the post and can take such action necessary to assign the employee for efficiency of the employee's training in another post.
- SSC.1.9 The Local President or appointee, for the bid, will review the final seniority list and notify the Social Services Supervisor of any discrepancies.
- SSC.2 Probation Completion: Upon the satisfactory completion of the probationary period an employee will be paid at the lowest negotiated pay rate for the classification held as set forth in Appendix G.
- SSC.3 Work Schedules: A normal work week shall be forty (40) hours Monday through Friday, consisting of five (5) consecutive days of eight (8) hours per day.
- SSC.4 Leave: An employee who has been approved to use any type of leave, cannot cancel such leave less than twenty-four (24) hours prior to the start of the applicable shift.

APPENDIX E BERNALILLO COUNTY AND AFSCME LOCAL 2260 - GRIEVANCE FORM

Grievance Step: Grievance #:

Name of Grievant: Representative: STATEMENT OF GRIEVANCE:

Date of Alleged Violation:

Provisions alleged to have been violated:

Event upon which grievance is based:

Remedy sought:

Signature of Grievant:

Title:

Department:

Receipt Acknowledged by Union/Management Representative:

Signature:

Title:

Date:

Disposition of Grievance:

Deadline for appeal to next level is: _____

Receipt Acknowledged by Association/Management Representative: Signature:

Title: Date:

APPENDIX F SICK LEAVE CORRECTIVE ACTION FORM

DRAFT (KEEP "DRAFT" UNTIL FINALIZED) SICK LEAVE CORRECTIVE ACTION PLAN



(INSERT EMPLOYEE NAME) - (INSERT DATE OF COUNSELING MTG)

ATTENDANCE: (Ex: Excessive unscheduled absences, Abuse of sick leave pattern, No Call/No Show, Non- FMLA LWOP)

Even though you were previously (INSERT COACHED AND/OR FORMAL COUNSELED) on (INSERT DATE), your attendance remains unsatisfactory. (DELETE IF NO PREVIOUS COACHING, CORRECTIVE ACTION OR FORMAL PROGRESSIVE DISCIPLINE HAS OCCURRED)

INCIDENTS: (INSERT INFORMATION)

EXAMPLE: During the past six months, you have taken the following unplanned absences:

DATES:

HOURS AND TYPE OF LEAVE:

November 6, 2014: 8 hours of sick leave;

November 30, 2014: 8 hours of sick leave (You failed to provide notice at least two hours prior to the start of your shift, as required. You called me 20 minutes before the start of your shift.);

December 4, 2014: 8 hours of sick leave;

January 21, 2015: 4 hours of sick leave;

February 7, 2015: 6 hours of unauthorized leave without pay;

February 9, 2015: 8 hours of sick leave.

You have exceeded (INSERT 24 OR 40 HOURS PER 6 OR 12 MONTHS). Since (INSERT DATE), you have used all your accrued sick leave and have used X amount of (UNAUTHORIZED LWOP/EMERGENCY LEAVE) hours. (DELETE WHAT IS NOT APPLICABLE)

IMPACT TO DEPARTMENT AND COUNTY:

(INSERT IMPACT OF POOR ATTENDANCE TO DEPT/SHOP/AREA.) EX: Since these absences are unscheduled, they impact the Department’s ability to carry out its mission and place an unnecessary burden on your co-workers and management who

have to cover your area/work.

E

Follow Local 2260 Collective Bargaining Agreement, specifically but not limited to:
INSERT APPLICABLE CONTRACT LANGUAGE – EXAMPLES:

The Local 2260 CBA FY-XX under Article 17 - Sick Leave 17.5 states: 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 17.2.1, 17.4, and 17.4.2 apply in this situation.

Adhere to performance expectations outlined below and follow all Local 2260 CBA language and Bernalillo County policies and procedures when Local 2260CBA Language is “silent.”

Failure to adhere to these expectations may result in disciplinary action, up to and including dismissal. If you have questions regarding these expectations, please discuss with me immediately.

A

REQUIRED BEHAVIORS:

- Report to work on time and comply with your designated work schedule.
- When you call in to report your absence and/or lateness to work, you must contact the following and provide:
 - (INSERT SUPERVISOR NAME & NUMBER) and/or (INSERT NAME & NUMBER OF BACK UP CONTACT AREA/OFFICE)
 - The specific reason you will not be in and/or why you will not be in at the start of your shift.
 - The specific time when your supervisor/manager can expect you to report to work. If you cannot report to work at that time, you must notify your supervisor/manager of the revised report to work time.
 - For the (INSERT LENGTH) months if you call in sick, an original physician’s certificate must be provided to BERNCO HR within 24 hours of the absence. Your

medical documentation should be sent directly to (INSERT SUPERVISOR NAME & NUMBER) and/or (INSERT NAME & NUMBER OF BACK UP CONTACT AREA/OFFICE).

AVAILABLE SUPPORT PROGRAMS THROUGH HUMAN RESOURCES (HR) DEPARTMENT:

Employee Assistance Program (EPA) is available for all employees to discuss workplace and/or personal issues.

Family Medical Leave Act (FMLA) may be applicable to the employee's situation. It is in your best interest to explore eligibility with HR.



Six (6) months (INSERT DATE) from date of this meeting. After successful completion of the timeframe, this Corrective Action Plan will be removed from your personnel file.

Supervisor/Manager Signature: _____

Employee Signature: _____

APPENDIX G BARGAINING UNIT TITLES AND RATES	<u>Hourly Rate</u>
ADMINISTRATIVE ASSISTANT	\$17.60
ANIMAL CARE SERVICES COMMUNICATIONS OPERATOR	\$22.18
APPRAISAL TECHNICIAN	\$19.31
ASSESSOR TECHNICIAN I	\$18.60
ASSESSOR TECHNICIAN II	\$19.94
ASSESSOR TECHNICIAN LEAD	\$21.95
BUREAU OF ELECTIONS TECHNICIAN	\$18.07
CLERICAL SPECIALIST - SENIOR	\$17.60
CORRECTIONS TECHNICIAN - MDC	\$21.53
CRIMINAL INVESTIGATIONS SUPPORT TECHNICIAN	\$19.31
EMERGENCY COMMUNICATIONS OPERATOR	\$26.10
EMERGENCY COMMUNICATIONS OPERATOR I	\$27.30
EMERGENCY COMMUNICATIONS OPERATOR II	\$31.55
HOUSING INSPECTOR I	\$20.24
HOUSING INSPECTOR II	\$22.59
HOUSING INSPECTOR III	\$26.00
HOUSING PROGRAM ASSISTANT I	\$19.71
HOUSING PROGRAM ASSISTANT II	\$22.13
HOUSING PROGRAM ASSISTANT III	\$24.85
METROPOLITAN DETENTION CENTER MAIL PROCESSOR	\$17.60

MICROGRAPHICS TECHNICIAN	\$18.07
PROBATE COURT CLERK TECHNICIAN II	\$18.48
RECORDS MANAGEMENT & DATA ENTRY TECHNICIAN	\$17.60
RECORDS MANAGEMENT SPECIALIST	\$20.16
RECORDS TECHNICIAN I	\$17.60
RECORDS TECHNICIAN II	\$19.22
SHERIFF ADMINISTRATIVE SUPPORT TECHNICIAN	\$19.31
SOCIAL SERVICES COORDINATOR	\$28.04
SOLID WASTE ACCOUNT SPECIALIST	\$17.60
TAX RESEARCHER	\$17.60






White Collar CBA 2024-signed

Final Audit Report

2024-06-29

Created:	2024-06-28
By:	Julie Anne Baca (jubaca@bernco.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGvHemZxnjUuCSzqwF9Z3_Lh9kVxnWwgW

"White Collar CBA 2024-signed" History

-  Document created by Julie Anne Baca (jubaca@bernco.gov)
2024-06-28 - 8:51:52 PM GMT- IP address: 160.230.230.254
-  Document emailed to Tyler Leaf (tleaf@bernco.gov) for signature
2024-06-28 - 8:52:33 PM GMT
-  Email viewed by Tyler Leaf (tleaf@bernco.gov)
2024-06-29 - 3:51:12 AM GMT- IP address: 104.47.64.254
-  Document e-signed by Tyler Leaf (tleaf@bernco.gov)
Signature Date: 2024-06-29 - 3:51:45 AM GMT - Time Source: server- IP address: 160.230.252.246
-  Agreement completed.
2024-06-29 - 3:51:45 AM GMT