

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

Effective: 9-21-17 through June 30, 2020

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PREAMBLE

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

ARTICLE 1. RECOGNITION

- A. The County recognizes the Union as the sole and exclusive collective bargaining representative for non-probationary patrol squad employees in the positions of deputy, corporal, and sergeant, non-probationary detective division employees in the positions of deputy and sergeant, and non-probationary certified and non-certified employees in the Court security division in the positions of Court security officer, corporal, and sergeant employed by the County as certified in the appropriate bargaining unit. It is acknowledged by the parties that probationary employees are not a part of the bargaining unit.
- B. Employee for the purpose of this agreement is defined as a bargaining unit employee.

ARTICLE 2. MANAGEMENT RIGHTS

- A. The County retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Mexico, the Public Employee Bargaining Act, and local Ordinances. The parties recognize that except as specifically limited, abridged, or relinquished by this Agreement, the County and the Sheriff’s Office retain all rights to manage, direct, or supervise the operations of the Sheriff’s Office and its employees. Subject to the terms of this Agreement, the County and the Sheriff’s Office retain the right to develop and implement rules and regulations for the purpose of maintaining order, safety, and efficient operations.
 - 1. The County shall retain the right in accordance with applicable Federal and State laws and County Ordinances:
 - a. to determine the mission of the County and its departments;
 - b. to set standards;
 - c. to exercise control and discretion over County organization and its operations;
 - d. to direct employees of the County and conduct evaluation and judgment of an employee’s skill, ability, efficiency, and general performance;
 - e. to hire, promote, transfer, assign, and retain employees in positions within the County; and to suspend, demote, discharge, or take other disciplinary action against employees;
 - f. to relieve employees from duties because of lack of work or for other legitimate reasons;
 - g. to maintain the efficiency of the operations;

- h. to determine the methods, means, shifts, and personnel by which such County operations are to be conducted; and
 - i. to take whatever actions may be necessary to carry out the functions and mission of the County and maintain uninterrupted service to its citizens in situations of emergency.
- B. The Union shall not interfere with the County and/or Sheriff's Office in the selection of its Representative identified for handling labor relations issues including, but not limited to, grievances, prohibited practice charges, investigations, negotiations, mediations, arbitration, or legal matters.
- C. The County shall have the right to make such reasonable rules and regulations respecting the conduct of employees, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or efficient operations.
- D. Items not covered in this agreement will be handled in accordance with the most recent County Personnel Ordinance and Sheriff's Office Standard Operating Procedures and Administrative Policies, Procedures and Directives, County Safety Handbook, and/or other County policies or as these items are amended. If items are not in the policies, such will be left to management discretion.

ARTICLE 3. UNION AND EMPLOYEE RIGHTS AND RESPONSIBILITIES

- A. The Union has the right and duty as exclusive representative to represent the interest of all employees in the bargaining unit regardless of membership or non-membership in the Union. It is recognized the Union is a private business and is not a branch of the state or local government nor a part of the County government. It is acknowledged by the parties to this agreement that Union Business is not County business and, therefore:
 - 1. The Union shall not use the County's or Department's interoffice mailboxes, mail services, or e-mail for the dissemination of Union information, literature, or correspondence.
 - 2. The Union shall not use County time, equipment, property, or materials for Union business.
- B. The Union President will provide the County Manager with the names, addresses, and current telephone number of Union Officers, Stewards, and Representatives and shall identify their official positions with the Union. The Union President will provide this information in the month of September each year and at any time a change occurs.
- C. Any Union officer, steward, or representative that wishes to visit the Sheriff's Office or meet with a member of management will provide twenty-four (24) hours' written notice to the Sheriff.
- D. Union Representative
 - 1. The County Administration may meet with recognized local, State, or National Representatives of the Union for the purpose of conducting official labor-management relations business.
 - 2. Subject to staffing requirements, local union stewards and officers may request in advance and may be approved and granted accrued compensatory time, accrued leave, or leave without pay to conduct Union business.

3. Should the County, Sheriff, or Sheriff's designee request the assistance of a Union representative in a meeting, such meeting shall be on work time.

ARTICLE 4. MEMBERSHIP AND CHECK-OFF OF UNION DUES

- A. Employees may join and be a member of the Union, or may choose not to join or be a member of the Union, without interference, restraint, or coercion. Employees may voluntarily pay membership dues through payroll deduction. A bargaining unit employee may commence or terminate payroll membership dues deductions at any time by written notice to the County Payroll Office, which shall take effect no later than the next full pay period after receipt of notice by the County Payroll Office. Commencement of dues deductions may be either by the employee or by the submission of individual signed authorization cards submitted by AFSCME Council 18. The employee will provide a copy of any written notice filed directly by the employee to the Payroll Office to the local Union President and AFSCME Council 18. The County Payroll Office will be notified in writing of the membership dues amount by June 1st for the upcoming fiscal year. No changes to the deduction amounts will occur after that date. Payroll deduction will only be for membership dues and will not include any other fees, fines, or assessments of any kind.
- B. The Union shall indemnify, pay for the defense of, and save the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or as a result of any conduct taken by the County for the purpose of complying with this Article.

ARTICLE 5. BULLETIN BOARDS

The County will identify a 3' x 3' space for the placement of a bulletin board to be used for official union notices. The bulletin board will be provided by the Union. Postings on the bulletin board shall not be derogatory, inflammatory, partisan political, or negative against the employees, the union, management, or the County Commission. A copy of all postings shall be submitted to the County for approval prior to placement on the board. Any violation of these conditions shall result in the removal of the material from the bulletin board followed by notice to the Union President of the violation. Repeated violations may result in removal of the bulletin board.

ARTICLE 6. EXAMINATIONS

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

ARTICLE 7. RETURN TO WORK RELEASE

- A. An employee, in case of a non-work related illness or injury, may obtain the services of a duly licensed and practicing medical practitioner of his own choice and shall obtain a release form such practitioner to return to work.
- B. The County may require an employee to submit to a medical or psychological review with a practitioner of the County's choice at the County's expense.
- C. In the event of disputing decisions by the above practitioners, the employee and the County shall agree on a third practitioner within ten (10) working days who shall determine the fitness of the employee to perform the duties of the assigned position and whether the employee is released to return to duty. The cost of the third practitioner shall be paid by the County. Failure of the employee and the County to agree on a third practitioner within ten (10) workdays will allow the County to make a determination based on the information provided by the original two practitioners.

ARTICLE 8. LIGHT DUTY

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

ARTICLE 9. ISSUED EQUIPMENT

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

ARTICLE 10. UNIFORMS

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

ARTICLE 11. HEALTH AND SAFETY

The parties will abide by the County and Department's Health and Safety policies and practices.

ARTICLE 12. TRAINING

1. Employees will complete all required training including, but not limited to, Risk Awareness Program (RAP) training and training to maintain certifications. Training occurring on an employee's day off will be considered time worked for purposes of computing overtime. Failure to complete such training and/or falsification of training records will be just cause for disciplinary action.
2. Employees may request to attend additional training, which is subject to approval and budgetary constraints. Employees sent to training may be required to train, if the employee is a certified trainer, or brief employees on the information and knowledge gained in the training. Refusal to provide briefing/training to employees may be grounds for disciplinary action.

ARTICLE 13. INTERNAL INVESTIGATIONS

- A. It is recognized by the parties that it is the County's obligation and responsibility to investigate any charge of employee misconduct.
- B. Any internal/administrative investigation conducted by the department or County shall comply with applicable law of the State of New Mexico, including the Peace Officer's Employee-Employer Relations Act, and current departmental and County policies regarding internal investigations or administrative investigations.
- C. An employee may request a status report for any investigation lasting longer than thirty (30) days.

ARTICLE 14. DISCIPLINARY ACTIONS

Pre-Determination Meeting

- A. Prior to the implementation of disciplinary action involving a suspension or termination, the employee will be provided the opportunity, at a pre-determination meeting, to respond to any charges that may lead to disciplinary action.
- B. The County will provide at least a three (3) day advance notice to the employee of the date, time, and place of such pre-determination meeting. The County will provide the employee with notice of the proposed action, investigation packet, and the policies, rules, regulations, directives, and/or SOPs violated. The pre-determination meeting shall be informal in nature and shall not require adherence to the rules of evidence.
- C. It is not mandatory that an employee avail himself or herself of the right to a pre-determination meeting. However, an employee who fails to appear for a pre-

determination meeting as scheduled will be deemed to have waived his/her rights to any further pre-determination meeting on the same matter.

- D. Following the pre-determination meeting, the County will issue a written determination and the disciplinary action normally within five (5) working days. The affected employee will be provided a copy of the written determination and shall sign acknowledging receipt.

Disciplinary Actions

- A. Disciplinary actions shall be for just cause and limited to the following:
 - 1. Written reprimand;
 - 2. Suspension without pay up to a maximum of one hundred eighty (180) hours;
 - 3. Dismissal/termination of employment.
- B. A written reprimand is defined as an official written censure. Written reprimands shall be placed in the employee's personnel file after providing the employee with a copy. The employee shall acknowledge having read and received the reprimand by signing the document. Written reprimands are not grievable, however, an employee may submit a written response to be attached to the written reprimand within five (5) workdays of receipt of the written reprimand.
- C. Any disciplinary actions involving suspension without pay or termination imposed on an employee may be appealed as a grievance through the grievance procedure identified in this agreement.
- D. Disciplinary actions will be consistent with governing laws and regulations and will be taken without regard to race, age, religion, color, national origin, ancestry, sex, sexual orientation, veteran status, physical or mental disability, or medical condition.

ARTICLE 15. GRIEVANCE AND ARBITRATION PROCEDURE

- A. Grievance is defined as a misinterpretation, misapplication, or violation of this agreement. Disciplinary actions involving suspension or termination may also be grieved under this procedure.
- B. The grievance must be in writing and shall include the following information:
 - 1. Identification of the specific Article and language in the Agreement that applies.
 - 2. Identification of the action or inaction that generated the grievance.
 - 3. The management employee involved.
 - 4. The date of the alleged violation.
 - 5. The specific relief requested; "to be made whole" is not an acceptable specific relief.
 - 6. The grievance must be signed and dated by the employee and/or the employee's representative, if the employee is represented.
- C. "Working days" is defined as days the County administrative offices are open for business.

- D. A grievance may be filed by a bargaining unit employee, the Union on behalf of the bargaining unit employees, or the County.
- E. Grievance Steps.
 - Step 1. The initial filing of a written grievance shall be with the Sheriff, as applicable, and shall occur within ten (10) working days of the commission or omission of the act that generated the grievance. The parties should attempt to resolve the grievance at this level. If the grievance is not resolved within five (5) working days of filing with the Sheriff, for whatever reason, the grievance may be appealed to the County Manager by filing the appeal in writing to the County Manager, with a copy to the Human Resource Director, within five (5) working days of filing with the Sheriff.
 - Step 2. The parties should attempt to resolve the issues at this level. If the grievance is not resolved at the County Manager level within ten (10) working days of the filing of the grievance with the County Manager, for whatever reason, the grievant may advance the grievance for arbitration.
 - Step 3. If the grievance is not resolved at the County Manager level by the parties, for whatever reason, the grievant may submit a written request for an unrestricted list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) from the region including New Mexico within ten (10) working days of filing with the County Manager at Step 2. The request to the FMCS shall include notice to the County Manager.
- F. Within ten (10) working days of receipt of the list of arbitrators from FMCS, the parties shall meet to select an arbitrator. The parties will alternate striking names on the list until only one name remains. The remaining name shall be the arbitrator. The party to strike the first name shall be the grievant.
- G. If an issue of arbitrability exists, the Arbitrator shall determine such issues by briefs prior to scheduling the merits hearing. If the Arbitrator determines the grievance to be arbitrable, the Arbitrator shall schedule a hearing on the merits of the grievance. A hearing on the merits of the grievance shall occur within six (6) months of notification of selection of the Arbitrator. Failure of the grievant to advance the grievance to a hearing within this time limit will render the matter closed and not subject to arbitration.
- H. The Arbitrator is limited to interpreting and applying the language in the agreement. The Arbitrator shall not add to, subtract from, or alter the Agreement in any way, nor shall the Arbitrator substitute his/her discretion for the County where such discretion is retained by the County.
- I. The decision of the Arbitrator shall be final and binding on the parties.
- J. The Arbitrator's charges for services and costs for a Court Reporter and transcripts, if requested by the Arbitrator, shall be shared equally by the parties.
- K. Each party is responsible for its representation and witness costs.
- L. This is the only grievance procedure available to the bargaining unit, and shall be the sole and exclusive method for resolving any and all claims arising from the alleged violation of this agreement or a grievance of disciplinary action.

ARTICLE 16. SENIORITY

- A. Department Seniority
Department Seniority is defined as the length of continuous employment from the last date of hire with the County's Sheriff's Office.
- B. General Seniority
General seniority is defined as the length of continuous employment with the County.
- C. Job Seniority
Job Seniority is defined as the length of continuous employment with the current job title.
- D. If the employee leaves employment with the County by resignation or termination the employee forfeits all seniority rights.

ARTICLE 17. CONTRACTING AND SUBCONTRACTING OF BARGAINING UNIT WORK

It is understood and agreed by the parties that the determination of the services to be delivered, the level of services, and by whom such services are to be delivered are the responsibility and prerogative of the County. Prior to contracting out any positions covered by the bargaining unit, the County will provide the Union President with written notice of such intent to contract out work. The Union President may submit a written proposal in response to the notice of intent to contract out work within fourteen (14) calendar days of the date of the notice.

ARTICLE 18. REDUCTION IN FORCE

- 1. Bargaining unit employees subject to a reduction in force shall have a minimum of seven (7) calendar days written notice. Paid administrative leave may be substituted in lieu of seven (7) days' notice.
- 2. Bargaining unit employees subject to a reduction in force shall be laid off in reverse order of hire with the Sheriff's Office and recalled in seniority order.
- 3. Bargaining unit employees subject to a reduction in force will be placed on a recall list for six (6) months. The County will advise the laid off employee of recall by certified mail, return receipt requested. It is the employee's responsibility to keep the County apprised of a current mailing address. A laid off employee must accept the position and be available for service within fourteen (14) calendar days of receipt of the notice of recall.
- 4. A laid off employee who is recalled will not serve a new probationary period and will have the employee's seniority prior to lay-off reinstated.

ARTICLE 19. SHIFT BIDDING PILOT PROGRAM

- A. The County will adopt a shift bid procedure for Sheriff's Office bargaining unit employees as a pilot program. Bargaining unit employees will bid for shifts every six (6) months in June and December of each year to take effect the first full pay period in July

and January. Shift bidding will be conducted under the supervision of the Sheriff or designee and observed by the Union President.

- B. Shift bidding will be limited to ensure balance of experienced and newer employees within each rank. Employees will bid based on seniority within rank. Bid will include all patrol shifts.
- C. Investigative, Civil Process, and Court Security shifts will remain as currently operated, subject to the Sheriff's right of assignment.
- D. The County maintains the right of assignment of bargaining unit employees based on the needs of the County.
- E. The pilot program will be reviewed by the parties at least bi-annually and may be discontinued at any time at the discretion of the Sheriff.

ARTICLE 20. HOURS OF WORK - STAFFING

- A. Hours of work and work schedules are established by the County/Sheriff or designee. Employees will be assigned to work shifts with starting and quitting times. Work schedules will be posted in places in the facility frequented by the employees.
- B. Employees shall not work beyond their regular assignment without prior written authorization from management. Overtime is a condition of employment and will be assigned to bargaining unit employees by the Sheriff or designee. Overtime is subject to the approval of the Sheriff or designee(s).
- C. An employee who fails or refuses to work overtime will be considered to have provided just cause for disciplinary action including possible termination.
- D. An employee called back to work will be paid for all hours worked.
- E. Any employee who, without good cause, fails to report to work for three (3) consecutive shifts without prior notice to management shall be deemed to have provided just cause for termination of employment.
- F. The parties recognize that absenteeism is a major obstacle to maintaining needed staffing levels. The parties will work together to attempt to resolve issues of suspected abuse of paid leave.
- G. All employees will complete and submit timesheets in a timely manner and as directed by management. Failure to accurately complete the timesheet, timely submit the timesheets, or falsification of a timesheet may result in disciplinary action. Failure to follow the regulations and directives regarding timesheets will be considered a violation of policy and may result in disciplinary action.

ARTICLE 21. BREAKS AND MEAL TIME

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

ARTICLE 22. COMPENSATION

- A. Wages. Effective the first full pay period following ratification and signature of this Agreement, bargaining unit employees will receive a two percent (2%) increase to the employee's current hourly rate.
- B. Pay Period.
The wages of employees shall be paid biweekly.
- C. Retirement. The current retirement program will continue in full force and effect for the term of this agreement.

ARTICLE 23. OVERTIME

- A. Overtime compensation will be calculated and paid in accordance with the Fair Labor Standards Act (FLSA) 207(K) exemption for all hours worked in excess of eighty-six (86) hours in a fourteen (14) day period. Paid or unpaid leave is not time worked under FLSA and will not be counted as time worked for the purpose of computing overtime compensation.
- B. Non-grant overtime will be offered on a rotating basis in order of seniority. Once an employee has been offered overtime, the employee will move to the bottom of the list. If no employee accepts the overtime assignment, employees will be mandated to work overtime on a rotating basis in reverse order of seniority.
- C. Grant overtime is subject to complete discretion of the Sheriff.

ARTICLE 24. COURT TIME

Employees required to appear in Court on County business under court order as a part of their duties and responsibilities shall be compensated at their regular rate of pay while in court. A copy of the subpoena or other document shall be provided to management upon receipt. Such time is time worked and shall be included as time worked for the purpose of computing overtime.

ARTICLE 25. HOLIDAYS

- A. The County will designate ten (10) holidays for which holiday pay will be paid.
- B. Employees who do not work a holiday will be paid their regular rate of pay for ten (10) holiday hours. Time paid for a holiday not worked is not time worked for the purposes of computing overtime compensation. Employees who do work the holiday will be paid their regular rate of pay for all hours worked on the holiday in addition to ten (10) hours of holiday pay.
- C. To be eligible for holiday pay an employee must have worked their last regular assigned work shift prior to and the next regular assigned shift after the identified holiday shift.
- D. Holidays that occur during an employee's approved leave will be paid holiday pay and not charged to accrued leave.

ARTICLE 26. LEAVES

Leaves will be handled in accordance with County policy.

ARTICLE 27. INSURANCE

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

ARTICLE 28. OUTSIDE EMPLOYMENT

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

ARTICLE 29. PERSONNEL RECORDS

Inspection of Personnel Records shall be handled in accordance with County policy. An employee may request a single copy of any document in his/her personnel file. An employee will be charged for any additional copies in the same amount as charged under the Inspection of Public Records Act. Except for routine file maintenance material, an employee will receive a copy of any document prior to it being placed in the employee's personnel file. An employee that wishes to review his file shall request a meeting with the Human Resources Director at least twenty-four (24) hours in advance. The employee shall review the file in the presence of the Human Resources Director or designee.

ARTICLE 30. STRIKES, STOPPAGES, AND LOCKOUTS

- A. During the term of this Agreement, the County shall not lock out any employees. In the event the County violates this provision, the Union shall be free to take such appropriate legal and administrative action as may be available under relevant law or regulation.
- B. No employee shall:
 - 1. engage in any strike, work stoppage, or refusal to perform his assigned duties;
 - 2. withhold, curtail, or restrict services;
 - 3. interfere with the operations of the County; or
 - 4. encourage others to engage in any of the above actions.
- C. In the event a bargaining unit employee engages in any of the actions identified in this Article, the employee may be disciplined and it shall be the responsibility of the Union, within twenty-four (24) hours of a request by the County, to:
 - 1. Disavow such action by employees and notify the County Manager that such action by employees has not been called or sanctioned by the Union;

2. Take all reasonable steps to notify employees of its disapproval of such actions and encourage employees to cease and desist therefrom and return to work; and
 3. Provide a copy of the written notice given to the employees to the County Manager.
- D. The County retains the right to pursue legal and/or administrative action for any violation of this Article.

ARTICLE 31. NONDISCRIMINATION

- A. The County and the Union 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.
- B. Any allegation of discrimination of the nature set forth in this Article shall be pursued under the procedures set forth in applicable Federal or State statutes and regulations and County policies, with the EEOC, Human Rights Division, Worker's Compensation Administration, Wage and Hour Division, etc., or in accordance with such other appropriate statutory or administrative procedures. This article shall not be grievable.

ARTICLE 32. LEGAL PROTECTION

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

ARTICLE 33. WHISTLEBLOWER PROTECTION

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

ARTICLE 34. BARGAINING UNIT INFORMATION

- A. Upon written request from the Union President, but not more often than twice a year, the County will provide a listing of bargaining unit information electronically and in Excel format that includes the following information:
1. Name
 2. Department
 3. Date of Hire
 4. Title

5. Hourly Rate
- B. The information provided shall be kept confidential by the Union and shall only be used for the purpose of administering the Agreement.

ARTICLE 35. PROMOTION

- A. Purpose: It is the intent of Luna County to promote the highest qualified person willing to accept the responsibility of leadership and management to vacant positions within the Sheriff's Office. This policy will serve as a guideline to accomplish this in a manner which is fair and impartial to all applicants.
- B. Policy
 1. When a position of promotion opens up within the department it is encouraged that all qualified personnel apply for the position.
 - a. The vacancy shall be posted for ten (10) days.
 - b. Qualifications for the position will be set by the Sheriff.
 - c. The employee must submit a letter of interest detailing his/her qualifications for the position to the Sheriff or designee.
 - d. Employees must qualify for the position in order to be considered or must request a waiver to be considered from the Sheriff.
 - e. The candidate being selected for the promotion will be on probation for a period of one year.
 2. The promotional process is calculated in the following manner:
 - a. 10% overall evaluation by the Sheriff. This includes, but is not limited to, the employee's last two (2) years of annual evaluations being averaged.
 - b. 10% meeting job qualifications as posted (points will be deducted if minimal qualification are not met).
 - c. 40% written examination.
 - d. 40% oral examination.
 3. After all testing processes are completed, the candidate can review the results of their test.
 4. The Sheriff will set minimal requirements.
 5. The Sheriff will ensure all elements used in the promotional process are job related.
- C. Oral interview
 1. The Sheriff will appoint a board of four people to be involved in the interview process for the Sheriff's Office. The board may consist of Human Resource and outside agency personnel.
 2. The questions will be standardized, concerning the current job tasks. Each assessor will give a score as to how the question was answered. A total of all points will be tallied and provided to the Sheriff for his review.
 3. Each applicant will receive a written notice as to testing dates and upon successful completion of the test, interview times will be advised.
- D. Written Testing
 1. The Sheriff can request that a written test be given in the event that the process is competitive between one or more personnel. The Sheriff will have written tests designed by testing companies. These tests will remain sealed until testing time.

Once applicants have taken the written test and turned them in for grading, the scoring will be done in accordance with the companies' recommendations. The results of the test will be forwarded to the Sheriff for his review.

2. Any specialized testing deemed necessary by the Sheriff will be conducted by a member of the department who can objectively interpret the testing process.
3. Upon completion of the testing process. All applicants will be notified, in writing, by the Sheriff or his designee of the candidates' disposition.
4. The Sheriff will review the results of the entire promotional process and will notify the candidate about the promotion.

ARTICLE 36. ROTATING DAYS OFF

- A. Bargaining unit employees within patrol will rotate days off in accordance with the schedule adopted by the parties.
- B. The Sheriff or his designee may alter an employee's days off based on the needs of the Sheriff's Office.

ARTICLE 37. COPIES AND DISTRIBUTION OF AGREEMENT

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

ARTICLE 38. COMPLETE AND ENTIRE AGREEMENT

- A. This Agreement specifically describes the entire agreement between the County and AFSCME. There are no other agreements, memoranda of understanding, or any other express or implied agreements between the parties and the parties have had the opportunity to negotiate on all items. Any matters not addressed in this Agreement are retained management rights. All amendments to or modifications of this Agreement must be by written mutual agreement and shall be of no force or effect until ratified and approved by the County Manager and AFSCME.
- B. The County and AFSCME for the duration of this Agreement each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to wages, hours, or any other terms and conditions of employment unless mutually agreed in writing otherwise, even though the specific subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or executed this Agreement.

- C. If the Sheriff's Office desires to modify any SOP or the County desires to modify the County Personnel Rules or Regulations, it shall first provide the Union with written notice of the proposed change. If the change impacts a term or condition of employment, the Union may request to meet and confer within fourteen (14) days of receipt of the written notice. If the Union requests to meet and confer, the Sheriff's Office and/or the County Human Resources shall, prior to implementing the proposed change, meet with the Union in good faith at least once to discuss the proposed changes and the need for the changes.


ARTICLE 39. TERM OF AGREEMENT

This agreement shall be effective on the first full pay period following ratification/approval by the Union membership and the County Commission and signature by the Union President and the Chairperson of the County Commission. This agreement shall remain in full force and effect through June 30, 2020. Either party may request the opening of negotiations on all outstanding economic items identified as of February 3, 2017, as identified in Appendix A hereto, by either party no earlier than May 15, 2017 for Fiscal Year 2018. Either party may request in writing the opening of negotiations of wages and two (2) other items identified by each party by filing such request no earlier than April 1 and no later than May 1 of 2018 and 2019. Either party may request in writing the opening of negotiations for a successor agreement by filing such request no earlier than April 1, 2020, and no later than May 1, 2020.

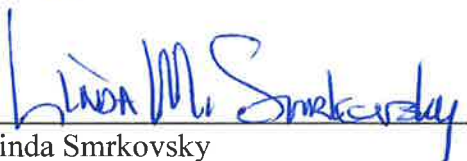
SIGNATURES



John Sweetser



Rob Trombley, AFSCME



Linda Smrkovsky