

SANDOVAL COUNTY ADMINISTRATIVE OFFICES



BOARD OF COUNTY COMMISSIONERS

**SANDOVAL COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
COMMISSION CHAMBERS
AUGUST 23, 2018 - 6 P.M.
AMENDED**

DAVID J. HEIL
District 4, Chairman
F. KENNETH EICHWALD
District 5, Vice Chairman
DR. JF. HOLDEN-RHODES
District 1
JAY C. BLOCK
District 2
DON G. CHAPMAN
District 3

DIANNE MAES
County Manager

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND NEW MEXICO PLEDGE
3. INTRODUCTIONS & ANNOUNCEMENTS
4. APPROVAL OF AGENDA
5. PRESENTATIONS
 - A. Sandoval County Lodge #76-Masonic School for Children with Disabilities "Dyslexia in Our Children."
(Fredrick Kellogg, Member of Board of Directors, MSCLD).
 - B. Update on Detention Center Renovations
(Gilbert Armendariz, Detention Center Director; Chris Urbanic, Assistant Detention Center Director and Mark Hatzenbuhler, Public Works Director)
 - C. Briefing on Engie Services Solar Panels Installation
(Mark Hatzenbuhler, Public Works Director)
 - D. Up-date on Oil and Gas Ordinance
(Michael Springfield, Director of Planning and Zoning)
6. COMMENTS FROM THE PUBLIC
7. CONSENT AGENDA

Approval of Minutes from the Regular County Commission Meeting of August 9, 2018

8. COMMENTS FROM THE COMMISSIONERS

9. OFFICE OF THE COUNTY ATTORNEY
(Robin Hammer, County Attorney)

Request for a Motion to Approve Resolution No. 8-23-18.9 to Amend County Attorney's Professional Employment Agreement to Clarify Paid Leave Ambiguities.

10. COUNTY BUSINESS DEVELOPMENT
(Antoinette Vigil, Director)

Request for a Motion to Discuss and Approve Resolution No. 8-23-18.10 Declaring the Intent to Adopt the 2020-2024 Sandoval County Infrastructure Capital Improvement Plan (ICIP) to Identify, Prioritize, and Rank projects for Short and Long Range Planning.

11. SANDOVAL COUNTY COMMISSION
(David Heil, Chairman)

Request for a Motion to Appoint Anne Marie Basye (District 1), Thomas Buckner (District 2), Allan Trosclair (District 3), Lester Brasher (District 4) to the Detention Center Community Advisory Council and to keep District 5's appointed position vacant pending future selection.

12. DIVISION OF HUMAN RESOURCES
(Patricia Miller, Director)

Request for a Motion to Approve the Negotiated Amendments to the July 1, 2016 to June 30, 2019 Collective Bargaining Agreement between Sandoval County and the New Mexico Coalition of Public Safety Officers.

13. CLOSED SESSION

Discussion on the Pending Litigation related to Ordinance No. 01-18-18.9(C), Discussion regarding Threatened or Potential Litigation pertaining to Matters Involving the Commission, and Discussion involving Limited Personnel Matters Involving the County Personnel, Pursuant to Open Meetings Act, NMSA 1978, §§10-15-1(H)(7) and (2), Matters Subject to Attorney-Client Privilege Pertaining to Threatened or Pending Litigation Matters in which the County is or may become a Participant.

14. ADJOURN

Sandoval County Board of County Commissioners

County Commission Regular Meeting

Meeting Date: 08/23/2018

Requestor: Maria Encinias, Administration

Item: Presentation

Information

Summary:

Sandoval County Lodge #76-Masonic School for Children with Disabilities "Dyslexia in Our Children."

(Fredrick Kellogg, Member of Board of Directors, MSCLD).

Attachments

No file(s) attached.

Sandoval County Board of County Commissioners

County Commission Regular Meeting

Meeting Date: 08/23/2018

Requestor: Michael Jaramillo, Detention Center

Item: Presentation

Information

Summary:

Update on Detention Center Renovations

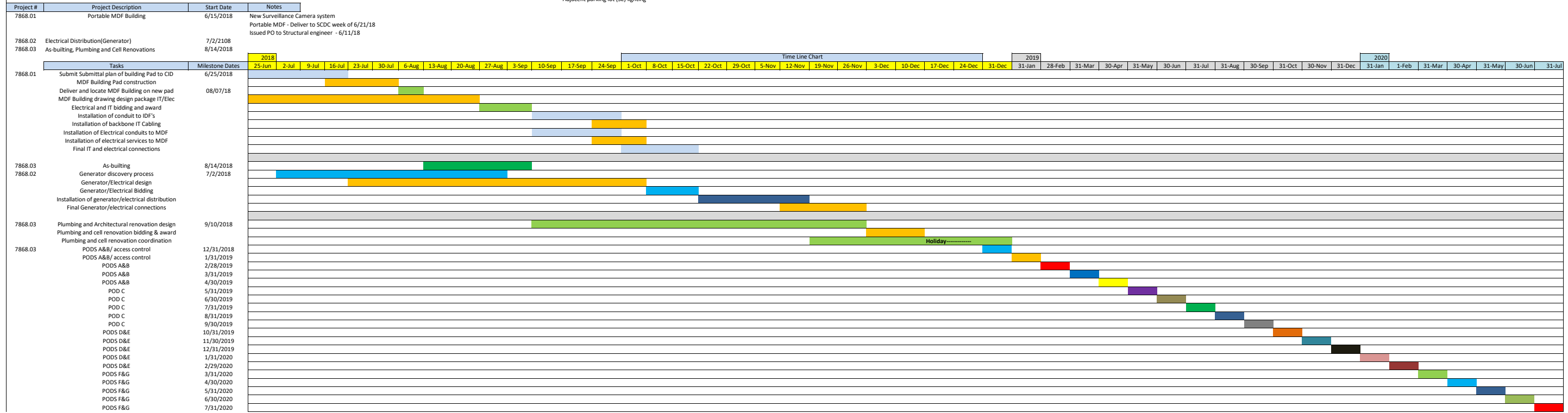
(Gilbert Armendariz, Detention Center Director; Chris Urbanic, Assistant Detention Center Director and Mark Hatzenbuhler, Public Works Director)

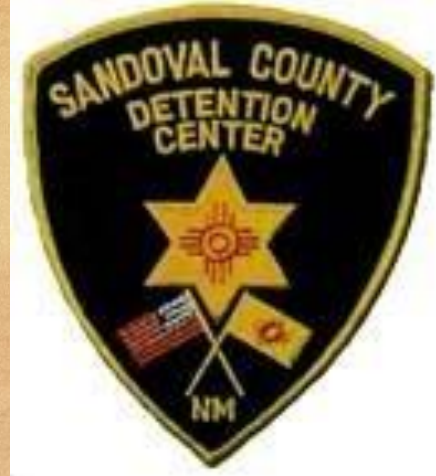
Attachments

Schedule of Detention Center Project
Presentation

Sandoval County Detention Center Projects

Project Name	B&P Project Number	Milestone Dates and Schedule	Additional Projects being Performed
Sandoval County Detention Center - Portable MDF	#7868.01		HVAC Roof top units Surveillance System Installation Valcom (contractor)
Sandoval County Detention Center - Electrical Distribution (Generator)	#7868.02		Tentative
Sandoval County Detention Center - As-building, Plumbing/Cell Renovations	#7868.03		Mechanical Scope Adjacent parking lot (SE) lighting





Sandoval County Detention Center

Update and Progress



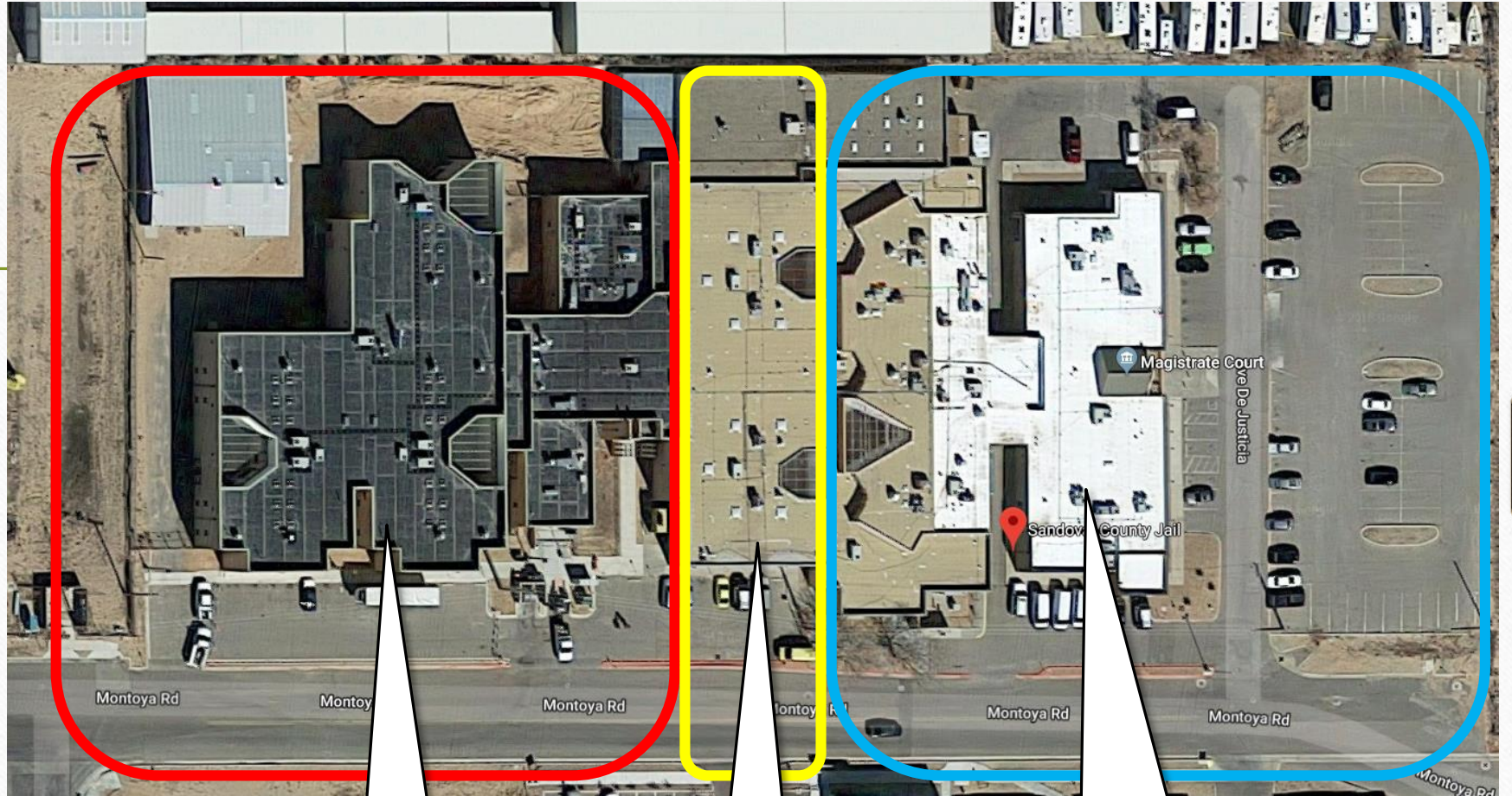


History and Plans

- Original Section built in 1988
 - Was not built by Sandoval County
- 1 West addition built in 1992
- 2 West addition built in 2004
- NO AS BUILT PLANS
- Secure facility
 - Plans are not held by PW/Facilities or any outside agency for security reasons
- In the process of having as-built plans drawn up.



History of Facility Construction: Site Plan



RMKM Architecture P.C.

2003 Additions
NCA Architecture

1993 Additions

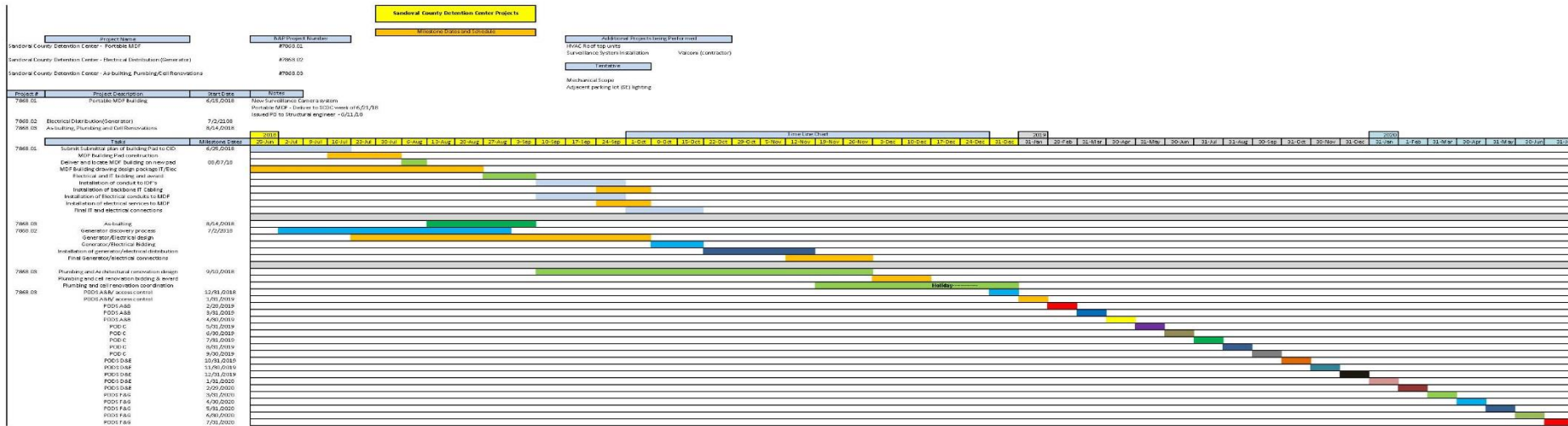
1988 Original Courthouse and
Jail Micham & Associates



Project Schedule

Project will run thru July of 2020.

Subject to change if additional deficiencies are found.





Outdoor Recreation



Work performed in-house with Roads, Facilities Maintenance, Landfill personnel.



Washer / Dryer Replacement



DRYERS



WASHERS



Kitchen Remodel



BEFORE



AFTER



Kitchen Remodel



BEFORE



AFTER



IT Building Installation



New IT building installed this month, will securely house IT equipment (MDF) for detention center



Security Camera's Replacement

In an effort to meet Federal, State and local Rules and Regulations, reduce TORT claims and litigation, prevent blind spots and improve safety for the facility we have been adding new IP cameras to replace old dead ones and add new locations.

- First phase includes installing 67 new cameras and NVR's which will be connected and supported with the new MDF (Main Distribution Facility) for the network infrastructure.
- Second phase will be an equal or greater number of cameras.





(Energy Project)

Boiler Replacement



BEFORE



AFTER



(Energy Project)

Water Softeners



1 West Water Softener



2 West Water Softener



North Sally Port Water Softener



(Energy Project)

HVAC Replacement



CHANGING OUT HVAC UNITS



(Energy Project)

HVAC Replacement



BEFORE



AFTER



(Energy Project)

HVAC Replacement



BEFORE



AFTER



(Energy Project)

Lighting Replacement





Backup Power/Generator

- Design / Analysis in Progress
- Currently there are two backup generators
 - Remove old generator from original facility.
 - Will be able to run entire facility from one generator
- Should be completed by December of this Year.



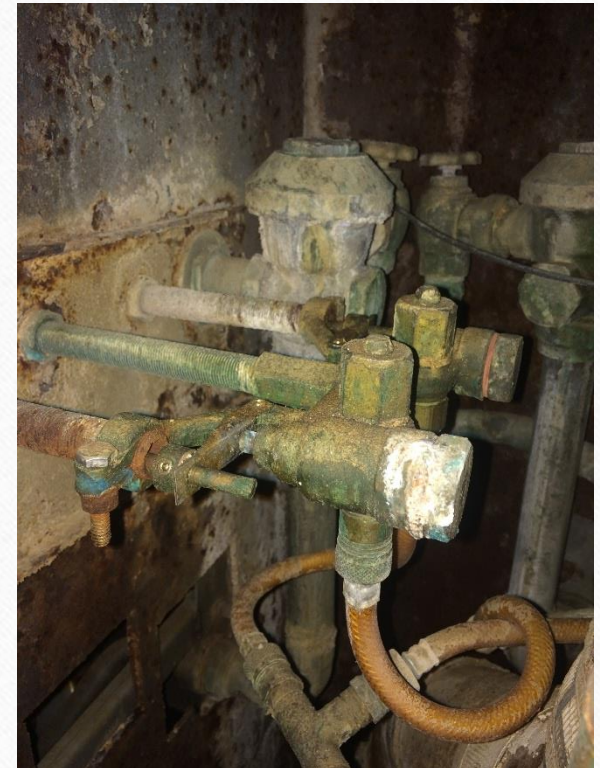
Cell Doors

- Old Sliding Doors will be replaced with new swinging door
- Current Door Manufacturer is going out of Business
 - Looking at several other manufactures for replacement.
 - Will need to change software system.
- Will be done at same time as plumbing chase and fixtures are done.
 - Will shut down one or two pods at a time
 - Shutdown is estimated at one month per pod



Plumbing Repair/Replacement

- Replacing of Plumbing Chases
 - Rusted out chases need to be demolished and replaced.
 - Replacement of water and waste water plumbing.
- Replacement of fixtures in chases and common areas.
- Shower facilities
 - Upgrade of Shower facilities.
 - Replacement of shower Fixtures.
- Work to be performed at same time as cell door replacement

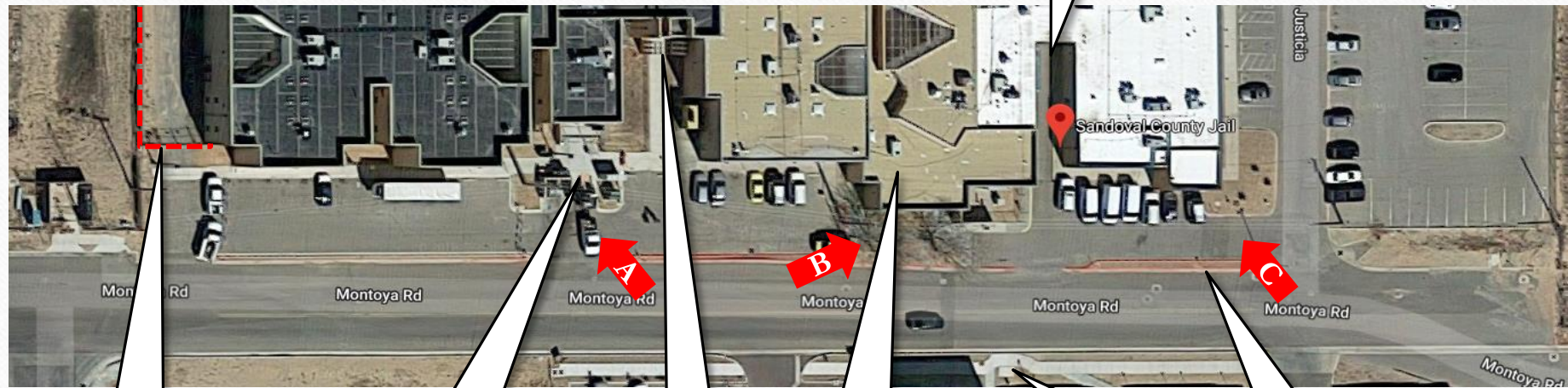




Security Fencing

- Razor wire around roof
 - Will be install after all HVAC, Electrical, and IT work has been completed
- Perimeter Fencing
 - Is being designed.
 - Will have security access with badge clearance
 - Will provide secure access to visitors and employee's
 - Will keep general public away from facility exterior

Site Issues: South perimeter



Existing detention fencing terminates here

Food service, trash enclosures are located here. Large front-end garbage trucks and 20' long delivery trucks. No security around loading area

Entry into visitation area not well defined

Main administrative entry to jail facility

NO clear path from south parking lot to main admin

Entire south perimeter has no perimeter fencing



View A



View B



View C



Body Scanner

Full Body Scanner

- Provide better security for reduction of contraband into Facility
- Increase safety for personnel and inmates.
- Increase processing speeds.





Budget

- Funding

- Legislative
 - Funds Came available in June
- Local Funds
 - Tax Fund Came available in July

- Current Budget

- Legislative
 - Total \$481,600
 - Expended \$65,509
- Local Funds
 - Tax \$5,100,000
 - Expended \$0



Questions

Sandoval County Board of County Commissioners

County Commission Regular Meeting

Meeting Date: 08/23/2018

Requestor: Roseanne Varela, Public Works

Item: Presentation

Information

Summary:

Briefing on Engie Services Solar Panels Installation
(Mark Hatzenbuhler, Public Works Director)

Attachments

Presentation



Energy Savings Performance Contract Progress Report

August 23, 2018



Judicial Court LED Lighting in Parking Areas



Judicial Court Parking and Exterior Lights Before
Note Admin Parking area to the far left



Judicial Court and Admin Parking areas with new LED lights

Solar Installations



Santa Ana Fire Station 21



Placitas Fire Station 41

Solar PV Systems



**Placitas Library Carport
Solar System**



**Cuba Roads Department
Rooftop System**

Detention Center Hot Water Heater



**Old Domestic Hot Water
Boiler (1994)**



**New Domestic Hot Water
Boiler**

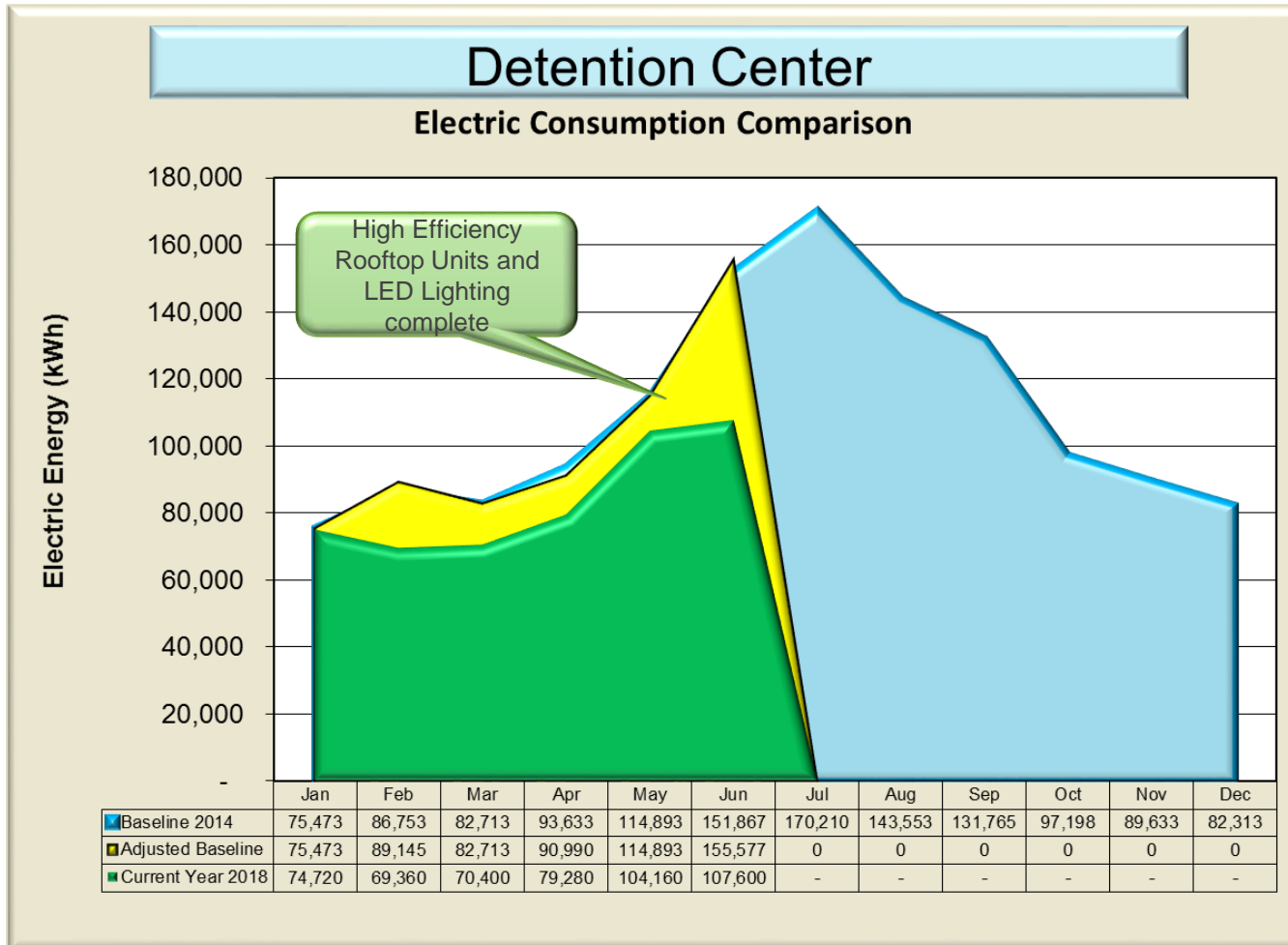


Old Rooftop HVAC Units

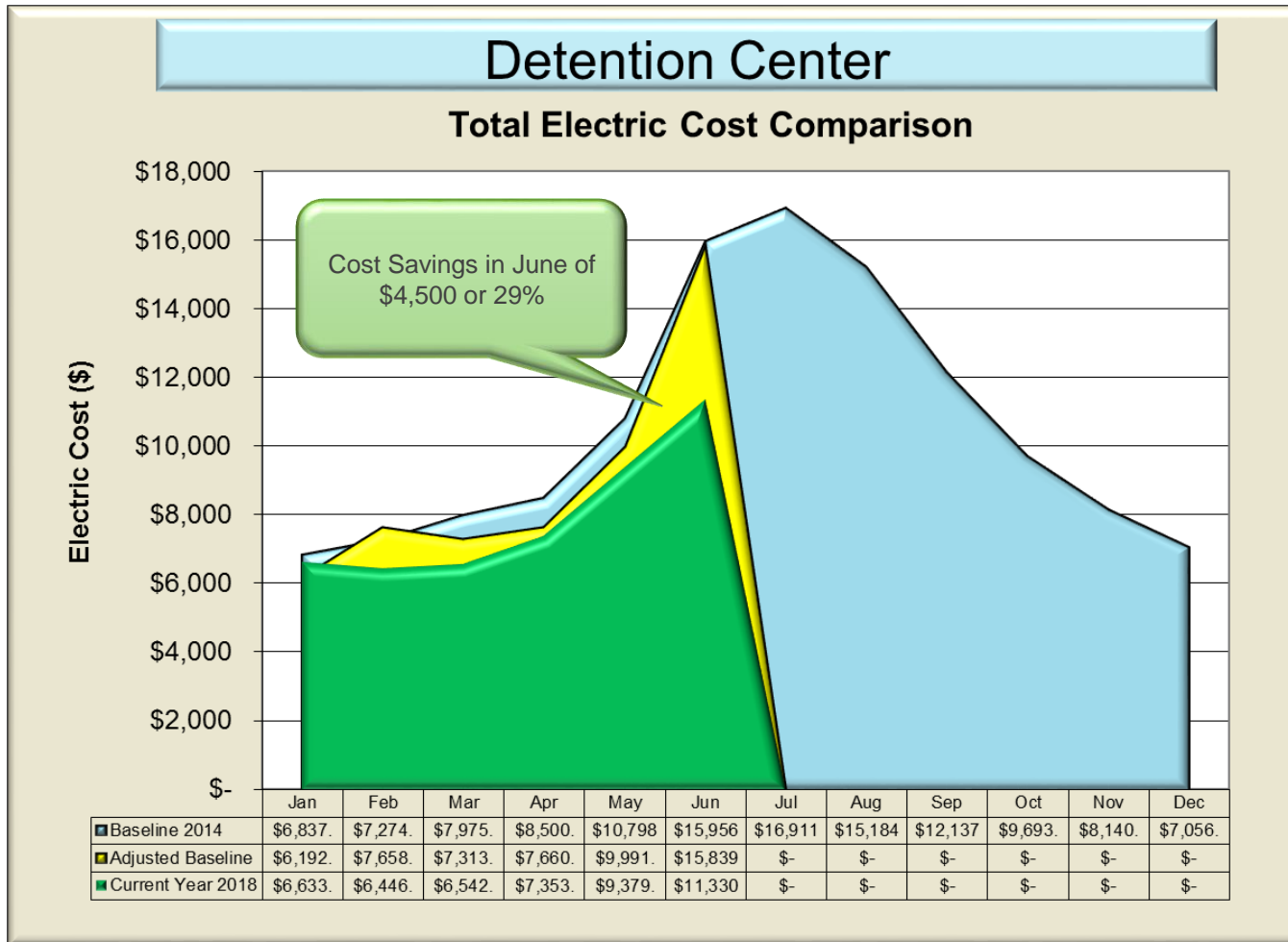


**New RTUs- 6 & 7 Typical of
26 new units**

Energy and Cost Savings



Detention Center Cost Savings





Thank You

Sandoval County Board of County Commissioners

County Commission Regular Meeting

Meeting Date: 08/23/2018

Requestor: Maria Encinias, Administration

Item: Presentation

Information

Summary:

Up-date on Oil and Gas Ordinance
(Michael Springfield, Director of Planning and Zoning)

Attachments

No file(s) attached.

Sandoval County Board of County Commissioners

County Commission Regular Meeting

Meeting Date: 08/23/2018

Requestor: Anne Brady, Clerk's Office

Item: Minutes

Information

Summary:

Approval of Minutes from the Regular County Commission Meeting of August 9, 2018

Attachments

08/09/18 Minutes

**SANDOVAL COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
COMMISSION CHAMBERS
AUGUST 9, 2018-6:00 P.M.**

1. CALL TO ORDER

Chairman Heil called meeting to order at 6:10 p.m. Present were Chairman Heil, Vice Chairman Eichwald and Commissioner Chapman. Commissioner Holden-Rhodes, Commissioner Block was in attendance via telephone.

2. PLEDGE OF ALLEGIANCE AND NEW MEXICO PLEDGE

The Pledge of Allegiance and the New Mexico Pledge was led by Chairman Heil.

3. INTRODUCTIONS & ANNOUNCEMENTS

Chairman Heil advised that the Sandoval County Commission convened as a committee of the whole in closed session to discuss the settlement authority for a pending employment lawsuit from Detention Center plaintiff's and to discuss collective bargaining issues pursuant to the open meetings act NMSA 1978 10.151H7 & H5 at 5:00 p.m. on Thursday, August 9, 2018 in the 3rd floor conference room County Administrative Building. Commissioner Chapman thanked Anne Ryan, Director of Community Services for her thorough report she submitted and thanked Anne Ryan and County Attorney Robin Hammer for the execution of a couple of agreements with CASA and Big Brothers and Sisters Organizations. Commissioner Chapman also commented on the Economic Development Course being offered next Thursday. Commissioner Block announced that many from the county offered their thoughts and prayers on the passing of Chairman Heil's wife. Chairman Heil mentioned that on August 19, 2018 at Haines Park is Sunday is Funday.

4. APPROVAL OF AGENDA

Commissioner Chapman motioned, seconded by Vice Chairman Eichwald. Clerk Garbagni called for vote. Motion passed. Vote was unanimous.

5. PRESENTATIONS & PROCLAMATIONS

A. Watermelon Mountain Ranch-Sandoval County Spay/Neuter Services Program. (Anne Ryan, Community Services Director)
Community Services Director, Anne Ryan and Sara Garrigan, Executive Director of Watermelon Ranch, presented. (See Attached).

B. 2020-2024 Sandoval County Infrastructure Capital Improvement Plan-Resolution Required by the NM Department of Finance & Administration.
(Antoinette Vigil, County Business Development Director)
Antoinette Vigil presented and explained listing of expenditures of the capital outlay. (See Attached).

C. Briefing on Washington DC Trip
(Don Chapman, Commissioner)
Commissioner Don Chapman briefed the commission on the trip to Washington D.C. July 26 & 27, 2018.

6. OFFICE OF THE COUNTY MANAGER

A. Request for a Motion to Adopt Resolution No. 8-9-19.6A calling for a General Obligation Bond election in Conjunction with the General Election on November 6, 2018, and Repealing Resolution No. 7-26-18.10.
Dianne Maes, County Manager presented. Rob Burpo submitted and explained the revised resolution. Commissioner Chapman motioned, seconded by Vice Chairman Eichwald. Clerk Garbagni called for vote. Motion passed. Vote was unanimous.

B. Request for a Motion to Adopt Resolution No. 8-9-18.6B Requesting Voter Approval for General Obligation Bonds for all County Libraries Beginning in 2020 and Direct the County Manager and Municipal Advisor to take all steps necessary to prepare the county for Issuance of General Obligation Library Bond issued Every Two Years.
County Manager Dianne Maes and Rob Burpo presented. Several constituents commented on this issue. Commissioner Chapman and Vice Chairman Eichwald commented as well. Commissioner Chapman motioned, seconded by Vice Chairman Eichwald. Clerk Garbagni called for vote. Motion passed. Vote was unanimous.

C. Request for a Motion to Adopt Resolution No. 8-9-18.6C to Place Property Tax Levy Question on the November 6, 2018 General Election Ballot for the Purpose of Supporting Sandoval Regional Medical Center.

Former Commissioner Donny Leonard commented. Paul Roth also commented. Commissioner Chapman commented that the Commission merely puts the question on the ballot. Commissioner Holden-Rhodes commented on how important this levy is. Commissioner Block also commented on his position concerning this. Chairman Heil mentioned the tax rates of both Bernalillo and Sandoval Counties.

Commissioner Chapman motioned, seconded by Vice Chairman Eichwald. Clerk Garbagni called for vote. Commissioner Holden-Rhodes voted no. Motion passed. Vote was 4-1.

7. COMMENTS FROM THE PUBLIC

Madam Treasurer Laura Montoya advised of an auction on October 3, 2018, and advised of funds from the library bond account that will be put towards debt service end of month, unclaimed property funds that would be put into the general fund.

Madam Treasurer further advised of a situation between the assessor's office and the treasurer's office concerning access to the assessor's records. (See Attached).

8. CONSENT AGENDA

A. Approval of Minutes from the Regular County Commission Meeting of July 26, 2018.

B. Approval to Adopt Resolution No. 8-9-18.8B Authorizing and Adopting the Sandoval County DWI and Prevention Programs Midemeanor Compliance Fees for Fiscal Year 2018-2019 and Repealing Resolution 7-13-17.12A

C. Approval to Authorize the County Manager to Approve Grant Agreement with the New Mexico Primary Care Association (NMPCA), and Authorize the County Manager to Approve any Subsequent Amendments. Award not to exceed/\$60,000 with commensurate County Match.

Vice Chairman Eichwald motioned, seconded by Commissioner Chapman. Clerk Garbagni called for vote. Motion passed. Vote was unanimous.

9. COMMENTS FROM THE COMMISSIONERS

Chairman Heil commented on the Oil and Gas Ordinances and the evaluation of the proposed ordinances. Commissioner Block commented on the issue between the Treasurer's Office and the Assessor's Office and expressed his concern that this issue should have been discussed in private rather than in public.

10. COUNTY BUSINESS DEVELOPMENT

Request for a Motion to Discuss and Adopt Resolution No. 8-9-18.10 Prescribing Sandoval County's Policy on Acceptance of State of New Mexico Capital Outlay for Use by Non-Governmental Entities; its Administrative Fee; Effective Date.

Antoinette Vigil County Business Development Director, presented. Mike Springfield, Director of Planning and Zoning also presented.

Commissioner Chapman motioned to approve as amended, seconded by Vice Chairman Eichwald. Clerk Garbagni called for vote. Motion as amended passed. Vote was unanimous.

11. DIVISION OF HUMAN RESOURCES

Request for a Motion to Approve the Negotiated Amendments to the November 3, 2016 to June 30, 2019 Collective Bargaining Agreement between Sandoval County and the Sandoval County Professional Fire Fighters Association / Local 4563 of the International Association of Fire Fighters (SCPFFA Local 4563 / IAFF).

Pat Miller, Human Resources Director, presented.

Commissioner Chapman motioned, seconded by Vice Chairman Eichwald. Clerk Garbagni called for vote. Motion passed. Vote was unanimous.

12. ADJOURN

Commissioner Chapman motioned, seconded by Vice Chairman Eichwald. Chairman Heil adjourned at 9:40 p.m.

**Sandoval County Board of County Commissioners
Agenda Item Summary**

County Commission Regular Meeting

Meeting Date: 08/23/2018
Requestor: Robin Hammer, Attorney's Office
Commissioner Sponsored: No
District: N/A - Not Commissioner Sponsored
Agenda: Regular

Information

Action Requested:

Request for a Motion to Approve Resolution No. 8-23-18.9 to Amend County Attorney's Professional Employment Agreement to Clarify Paid Leave Ambiguities.

Why Action Is Necessary (Summary):

Resolution is necessary to clarify that the County Attorney is entitled to accrue sick leave in an amount consistent with other County employees.

Recommendations:

Request County Commission Approval.

Recommended Approval:

Department Director/Elected Official	Attorney As to Form	Finance Budget	County Manager	Other
	RSH 8/14/18	CH 8/16/18	DM 8/15/18	-----

Fiscal Impact

Budgeted? Y/N: Y

Fiscal Year: FY 19

Additional Fiscal Impact Information:

Should have no actual Fiscal Impact. Does not increase salary of County attorney

Attachments

R Hammer Employment Agreement
Resolution



PROFESSIONAL EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into between the Board of County Commissioners of Sandoval County, New Mexico, hereinafter referred to as the "County" and Robin Hammer, a New Mexico licensed attorney, hereinafter referred to as "County Attorney".

WITNESSETH:

WHEREAS, the Board of County Commissioners is responsible for governing Sandoval County, New Mexico, a general purpose unit of local government; and

WHEREAS, Robin Hammer is duly qualified by training and experience to provide legal services to the County; and

WHEREAS, the position of County Attorney is an exempt position not subject to the provisions and/or protection set forth in the Sandoval County Personnel Ordinance; and

WHEREAS, the County desires to enter into an employment agreement with Robin Hammer in the position of County Attorney and Robin Hammer has accepted the offer of employment; and

WHEREAS, the County and Robin Hammer desire to commit to writing their agreement and understanding with respect to the employment of Robin Hammer as the County Attorney.

NOW, THEREFORE, the parties hereto mutually agree and covenant as follows:

A. EMPLOYMENT:

The County hereby employs and hires Robin Hammer as its County Attorney and Robin Hammer hereby accepts and agrees to such hiring and employment. The County Attorney will provide consultation services to Sandoval County upon the request of the Chairman of the County Commission or the County Manager.

B. DUTIES AND RESPONSIBILITIES:

Robin Hammer will represent the County and its departments in all phases of legal work including research, court appearances, meetings and conferences and will at all times faithfully, industriously, and to the best of her ability, experience and talents perform all such duties, and those that are assigned to her, pursuant to the express and implicit terms hereof, to the reasonable satisfaction of the County. Robin Hammer also agrees that Sandoval County shall be her sole client and shall not have other clients during the term of this contract, except *pro bono* clients in accordance with New Mexico Supreme Court Rule 24-108.

C. COUNTY OBLIGATION:

The County hereby designates the County Manager as the representative of the County, who shall serve as the liaison between the County and the County Attorney. This representative shall be available to the County Attorney at all reasonable times within the normal working hours of the County. Any questions that arise between the County Attorney and the County during the term of this Agreement shall be directed to the County's designated representative.

D. TERM OF CONTRACT:

The term of this Agreement shall become effective April 5, 2018 and will terminate on April 5, 2021, unless otherwise renewed in accordance with the provisions of paragraph K herein below.

E. COMPENSATION:

The County will pay the County Attorney an annual salary of \$120,000 per year, which salary will be reevaluated at the end of one year and will not be decreased during the term of this Agreement. At the discretion of a majority of the Board of County Commissioners, the County Attorney's performance shall be subject to evaluation on an annual basis. Any increase to the County Attorney's salary will be at the sole discretion of the Board of County Commissioners.

The County will reimburse the County Attorney for all necessary traveling expenses incurred in the pursuit of County legal business, provided that all such reimbursements will be made in accordance with the provisions of applicable state laws and regulations.

F. INSURANCE AND RETIREMENT BENEFITS:

The County Attorney will be entitled to participate in the group medical, dental and life insurance plans, and other benefits that are available to other County employees and will be entitled to participate in the State of New Mexico P.E.R.A. plan. Participation will be at the same rate as other County employees.

G. BAR DUES/CLE REGISTRATION FEES:

The County will pay the County Attorney's annual bar dues to the State Bar of New Mexico. The County will pay the registration fees for the County Attorney to attend up to fifteen (15) hours per year of continuing legal education conferences and workshops.

H. VACATION/SICK LEAVE/HOLIDAYS:

The County Attorney shall be entitled to personal time off and holiday benefits as are available to other County exempt employees and shall accrue annual leave at the rate of 10.15 hours per pay period.

The County Attorney is a professional staff employee and will not be entitled to overtime compensation.

I. TERMINATION:

The County Attorney will not be discharged or terminated except as provided in this paragraph:

1. The County may terminate the County Attorney's Employment Agreement prior to the end of the Agreement, with sixty (60) days written notice after a majority vote of the full Board of County Commissioners. The written notice of termination will state the effective date of termination.
2. In the event the County Attorney voluntarily resigns her position with the County, she will give sixty (60) days written notice in advance, unless the parties agree otherwise.

J. SEVERANCE PAY:

The County Attorney will be entitled to a lump sum cash payment equal to three (3) weeks' aggregate salary and benefits plus the County Attorney will earn an additional three (3) weeks' aggregate salary and benefits per year of service up to a maximum of five (5) years for a maximum total of eighteen (18) weeks of severance upon termination, pursuant to paragraph I above. Severance pay may be denied by the County only if the County Commission certifies with particularity in its Notice of Termination, that the reason for termination is the gross negligence or the malfeasance in office of the County Attorney. Otherwise the County Attorney will be paid severance pay no later than the next regular County pay day after discharge or resignation.

K. RENEWAL:

This Agreement may be renewed for additional periods as may be determined by the Board of County Commissioners, and agreed to, in writing, by the Board of County Commissioners and the County Attorney.

L. MODIFICATION OF AGREEMENT:

No waiver or modification of this Employment Agreement or of any condition or limitation herein contained will be valid unless in writing and duly executed by the County and the County Attorney.

M. APPROPRIATIONS:

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by Sandoval County for the performance of this Agreement. If sufficient appropriations and authorizations are not made, this Agreement will terminate upon written notice being given by Sandoval County to the County Attorney. Sandoval County's decision as to whether sufficient appropriations are available will be accepted by the County Attorney and will be final.

N. SCOPE OF AGREEMENT:

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, of the parties or their agents, verbal or otherwise, will be valid or enforceable unless embodied in this Agreement.

O. APPLICABLE LAW:

This Agreement will be governed by the laws and regulations of the State of New Mexico. Venue for any action hereunder will lie in Sandoval County, New Mexico.

P. SEVERABILITY:

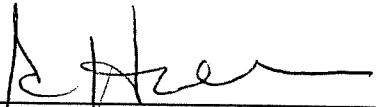
If any provision of this Agreement is declared illegal, void or unenforceable, the remaining provisions will not be affected and will remain in full force and effect.

Q. ASSIGNMENT:

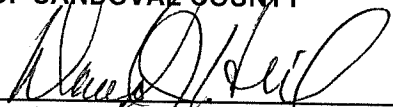
The County Attorney may not assign any right accruing under or interest arising from this Agreement, in whole or in part, without the express written consent of the County. In the event of any assignment, the assignee will assume all obligations and liabilities of the County Attorney.

DONE this 5th day of April 2018.

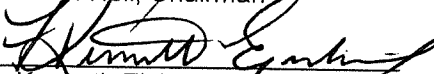
**BOARD OF COMMISSIONERS
OF SANDOVAL COUNTY**



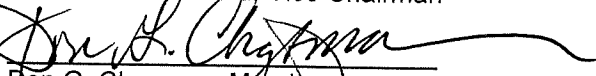
Robin Hammer




David J. Heil, Chairman



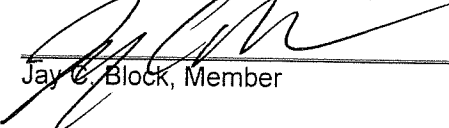
F. Kenneth Eichwald, Vice Chairman



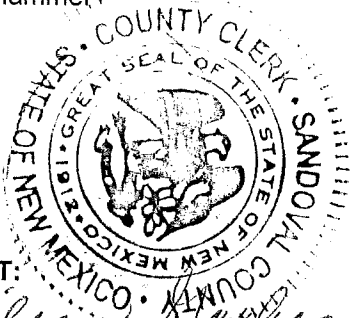
Don G. Chapman, Member

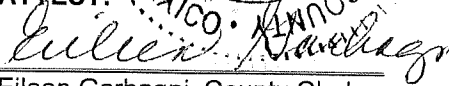


Dr. James F. Holden-Rhodes, Member



Jay C. Block, Member



ATTEST:


Eileen Garbagni, County Clerk



SANDOVAL COUNTY, NEW MEXICO
RESOLUTION NO. 8-23-18.9

WHEREAS, the Board of County Commissioners (“Board”) of Sandoval County, New Mexico, and Robin Hammer on April 5, 2018, entered into a Professional Service Agreement to hire Ms. Hammer to represent the Board and County as County Attorney;

WHEREAS, after further review of Paragraph H. of the Professional Service Agreement, there exists ambiguities regarding the amount and type of leave Ms. Hammer shall accrue pursuant to the Agreement and in conjunction with the County Personnel Rules and Regulations;

WHEREAS, the Board believes it appropriate for Ms. Hammer to accrue sick leave in an amount consistent with other County Employees;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SANDOVAL COUNTY, NEW MEXICO AS FOLLOWS:

The Professional Service Agreement between Robin Hammer and the Board shall be amended effective April 5, 2018 to clarify the ambiguities in the Agreement and provide Ms. Hammer with sick leave. Paragraph H. of the Agreement shall be amended to read:

H. Vacation/Sick Leave/Holidays:

The County Attorney shall be entitled to holiday benefits available to other County employees. She shall accrue Annual Leave at the rate of 10.15 hours per pay period, and shall accrue Sick Leave at a rate of 4 hours per pay period. At the completion of the County Attorney’s service with the County, the County Attorney shall be paid for unused Annual Leave, but shall not be paid for any unused Sick Leave.

PASSED, ADOPTED AND APPROVED this 23rd day of August, 2018.

BOARD OF COUNTY COMMISSIONERS
SANDOVAL COUNTY, NEW MEXICO

David J. Heil, Chairman

ATTEST:

F. Kenneth Eichwald, Vice Chairman

Eileen Garbagni, County Clerk

Jay C. Block, Member

Dr. James F. Holden-Rhodes, Member

Don G. Chapman, Member

**Sandoval County Board of County Commissioners
Agenda Item Summary**

County Commission Regular Meeting

Meeting Date: 08/23/2018
Requestor: Antoinette Vigil, Business Development
Commissioner Sponsored: No
District: N/A - Not Commissioner Sponsored
Agenda: Presentation

Information

Action Requested:

Request for a Motion to Discuss and Approve Resolution No. 8-23-18.10 Declaring the Intent to Adopt the 2020-2024 Sandoval County Infrastructure Capital Improvement Plan (ICIP) to Identify, Prioritize, and Rank projects for Short and Long Range Planning.

Why Action Is Necessary (Summary):

The State of NM, through the Department of Finance & Administration, requires public governing bodies to rank, prioritize and submit the ICIP information and a resolution in order to receive legislative funding for capital projects. The State of NM Department of Finance & Administration through its authority NMS 1978, Sections 5-8-6A, 6-6-2J, 6-6-4, 9-6-5.1, 11-6-3, 11-6-4.1, 11-6-5 and 11-6-5.1 strongly encourages each jurisdiction to prepare a five year ICIP. The County is required to submit its ICIP in order to receive legislative funding for capital projects.

Recommendations:

Recommend County Commission Approval

Recommended Approval:

Department Director/Elected Official	Attorney As to Form	County Manager	Other
AV 8/14/18	RSH 8/17/18	DM 8/17/18	-----

Attachments

Resolution



SANDOVAL COUNTY, NEW MEXICO

RESOLUTION NO. 8-23-18.10

A RESOLUTION ADOPTING SANDOVAL COUNTY'S INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP) FOR 2020-2024

WHEREAS, Sandoval County recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms, maximize the use of existing resources, and lobby for support from other resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue specific needs to achieve project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection for short and long range capital planning efforts; and

WHEREAS, it is intended that the plan be a working document and is the first in many steps towards improving rational, long range capital planning and budgeting for the County's infrastructure.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SANDOVAL that:

1. The County hereby adopts the attached prioritized list of the 2020-2024 Infrastructure Capital Improvements Plan; and
2. This resolution supersedes Resolution No. 8-24-17.9

**BOARD OF COUNTY COMMISSIONERS
OF SANDOVAL COUNTY**

David J. Heil, Chairman

F. Kenneth Eichwald, Vice Chairman

Dr. J. F. Holden- Rhodes, Member

Jay C. Block, Member

Don G. Chapman, Member

ATTEST:

Eileen Garbagni, County Clerk

APPROVED AS TO FORM:

Robin S. Hammer County Attorney

**Sandoval County Board of County Commissioners
Agenda Item Summary**

County Commission Regular Meeting

Meeting Date: 08/23/2018
Requestor: Maria Encinias, Administration
Commissioner Sponsored: Yes
District: District 1
 District 2
 District 3
 District 4
 District 5
Agenda: Regular

Information

Action Requested:

Request for a Motion to Appoint Anne Marie Basye (District 1), Thomas Buckner (District 2), Allan Trosclair (District 3), Lester Brasher (District 4) to the Detention Center Community Advisory Council and to keep District 5's appointed position vacant pending future selection.

Why Action Is Necessary (Summary):

On July 27, 2017, the Board of County Commission approved to establish a Detention Center Community Advisory Council. The council members will serve in an advisory capacity and will have no powers related to the operations and management of the detention center. They will serve as transparent community liaisons, and will make recommendations on policies, procedures, and programs within the Detention Center; and may represent the Detention Center in their capacity as council members at forums, community meetings, tribal meetings, and county and state agency meetings where detention is the topic of discussion.. Each Commissioner will appoint a citizen from their respective district to serve on the Committee.

Recommendations:

Recommend Board of Commission Approval.

Recommended Approval:

Department Director/Elected Official	Attorney As to Form	County Manager	Other
-----	RSH 8/17/18	DM 8/17/18	-----

Attachments

No file(s) attached.

**Sandoval County Board of County Commissioners
Agenda Item Summary**

County Commission Regular Meeting

Meeting Date: 08/23/2018
Requestor: Patricia Miller, Human Resources
Commissioner Sponsored: No
District: N/A - Not Commissioner Sponsored
Agenda: Regular

Information

Action Requested:

Request for a Motion to Approve the Negotiated Amendments to the July 1, 2016 to June 30, 2019 Collective Bargaining Agreement between Sandoval County and the New Mexico Coalition of Public Safety Officers.

Why Action Is Necessary (Summary):

Article XLIV.D - TERMS OF AGREEMENT of the collective bargaining agreement with NMCP SO approved by the Board of County Commissioners on July 14, 2016 provides for either party to reopen negotiations by filing written notice on the other party no later than March 30, 2017 and March 30, 2018, respectively. Such reopener is limited to one (1) economic item and two (2) non-economic items identified by each party. NMCP SO requested to reopen negotiations on February 27, 2018 in accordance with Article XLIV.D. Sandoval County and NMCP SO entered into contract negotiations for wage rates and other terms and conditions of employment, which have been successfully concluded in accordance with ORDINANCE No. 04-09-16.13 RELATING TO COLLECTIVE BARGAINING FOR SANDOVAL COUNTY, NEW MEXICO, PROVIDING RIGHTS, RESPONSIBILITIES AND PROCEDURES IN THE EMPLOYMENT RELATION SHIP BETWEEN EMPLOYEES AND THE EMPLOYER.

Recommendations:

Recommend approval. The collective bargaining agreement, as amended, formalizes the terms and conditions of employment for represented employees of the Sheriffs Office in accordance with ORDINANCE No. 04-09-16.13.

Recommended Approval:

Department Director/Elected Official	Attorney As to Form	Finance Budget	County Manager	Other
PM 8/14/18	RSH 8/15/18	CCH 8/15/18	DM 8/15/18	-----

Fiscal Impact

Budgeted? Y/N: YES

Fiscal Year: FY 18/19

Source of Funding: Sheriff's Office Budget

Additional Fiscal Impact Information:

Negotiated Agreement provides for 5% PERA pick-up.

Attachments

NMCP SO CBA LEGIS

NMCP SO CBA FINAL

**COLLECTIVE BARGAINING
AGREEMENT
BETWEEN

SANDOVAL COUNTY
AND
NEW MEXICO COALITION OF
PUBLIC SAFETY OFFICERS**

EFFECTIVE JULY 1, 2016 THROUGH JUNE 30, 2019

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INTRODUCTION

THIS AGREEMENT is entered into this 1st day of July, 2016, by and between the County of Sandoval, a political subdivision of the State of New Mexico, hereinafter referred to as the "County", and the New Mexico Coalition of Public Safety Officers hereinafter referred to as the "Union" on behalf of the Sandoval County Sheriff Deputies Association hereinafter referred to as the "Association" and the covered employees of the Sandoval County Sheriff's Office.

WHEREAS, the purpose of this Agreement is to:

1. Strive to maintain harmony, cooperation and an understanding between the County and employees of the term and conditions of employment;
2. Provide orderly collective bargaining relationships between the County and the Union/Association;
3. Secure prompt and fair disposition of grievances;
4. Assure the efficient operation of the County and uninterrupted service to its citizens; and
5. Through a productive, constructive relationship between the County and its employees, provide and improve quality of law enforcement services and enhance the professional standards of the employees.

Any time the masculine gender is used in this Agreement it shall also apply to the female gender. All provisions of this Agreement shall apply to male and female employees alike.

ARTICLE I MANAGEMENT RIGHTS

Unless limited by the provisions and articles found within this collective bargaining agreement or by other statutory provision, the county may:

- A. Direct the work of, hire, promote, assign, transfer, demote, suspend, discipline, discharge or terminate county employees;
- B. Determine qualifications for employment and the nature and content of personnel examinations;
- C. Take actions as may be necessary to carry out the mission of the County or the Sheriff's Office in emergencies;

- D. Retain all rights not specifically limited by this collective bargaining agreement or by the County's Ordinance on Collective Bargaining.

**ARTICLE II
UNION RIGHTS**

The County recognizes the New Mexico Coalition of Public Safety Officers as the exclusive bargaining representative and agent for all covered employees of the Sandoval County Sheriff's Office, hired to perform various public safety-law enforcement functions, in the ranks as described in subsection 1., below.

1. This Agreement shall apply to work performed by all certified, non-probationary Deputies/Detectives, and Sergeants of the Sandoval County Sheriff's Office, as designated by the New Mexico Public Employee Labor Relations Board following the representation election held on November 28, 2008. The Union/Association may bargain for these employees in negotiating wage rates, work hours, and other conditions and terms of employment as defined by the County's Ordinance on Collective Bargaining.
2. Specifically excluded from the scope of this agreement are employees of the Sandoval County Sheriff's Office who are newly hired probationary employees, or management, confidential or supervisory as defined under the County's Ordinance on Collective Bargaining.
3. The Union President or his/her designee shall provide a list in writing to the Human Resources Director of all Officers/Stewards/Representatives by September 1st of every year, and any time a change occurs.
4. Position Changes

If during the term of this agreement the Sheriff's Office creates a new classification within the ranks of Deputy to Sergeant or determines that an existing bargaining unit position should be re-evaluated, the Union/Association shall be notified of the proposed job title, job description, and pay rate before implementation. If the Union/Association is not in agreement with the proposed determination, it may, within ten [10] working days, request a meeting with the Sheriff or his designee and the County Personnel Director in order to discuss any concerns.

**ARTICLE III
STANDARDS, POLICIES, AND PROCEDURES**

- A. The Union/Association, in agreeing to this Article, recognizes and accepts the Sandoval County Personnel Rules and Regulations and Sexual Harassment Policy. The

Union/Association also recognizes and accepts the Sheriff's Office Standard Operating Procedures and the Sheriff's Office Rules of Conduct.

- B. The Parties acknowledge that it may be necessary to modify the Sandoval County Sheriff's Office Standard Operating Procedures and Rules of Conduct, and/or the Sandoval County Personnel Rules and Regulations from time to time. Nothing in this Agreement shall constrain the ability of the County to make such changes.
- C. The union/Association shall be given a minimum of thirty [30] calendar days' written notice prior to adoption of any change in Procedure, Rule, or Policy that would affect wages, hours, or terms and conditions of employment for employees covered by this Agreement. Union/Association objections if any, are to be addressed with the Sheriff's office and/or the Personnel Director within ten [10] business days following receipt of notice.
- D. This Article in no way limits the right of the Sheriff's Office to publish interpretive memoranda of current Sheriff's Office Standard Operating Procedures or Rules of Conduct, or of adopting new procedures or rules that are consistent with this Article.
- E. The Parties acknowledge that a violation of the Sheriff's Office Standard Operating Procedures or Rules of Conduct, and/or the Sandoval County Personnel Rules and Regulations may be both exclusive or inclusive of each other. However, if a situation arises in which an employee covered by this Agreement is alleged to have violated provisions of both the Sheriff's Office Standard Operating Procedures and/or Rules of Conduct and the Sandoval County Personnel Rules and Regulations in a single infraction, for clarity and to assure the employee is made fully aware of the alleged violations, the subsequently proposed disciplinary action for the violation[s] will be addressed in a single Notice of Contemplated Action. There will be no separate disciplinary actions for violations of the Sheriff's Office Standard Operating Procedures and/or Rules of Conduct and the Sandoval County Personnel Rules and Regulations arising from one incident.

ARTICLE IV APPLICABILITY

The Sandoval County Personnel Rules and Regulations shall control any employment issue not addressed by the provisions of this Agreement. However, if the provisions of this Agreement and the Sandoval County Personnel Rules and Regulations conflict, the provisions of this Agreement shall control for bargaining unit personnel.

**ARTICLE V
ALLOCATED MEETING TIME**

- A. Union/Association team members who are County employees shall be allowed to attend and participate in negotiations with representatives of Sandoval County and the Sandoval County Sheriff's Office for renegotiation of the Agreement. Such attendance shall be on the employees own time, except that, in accordance with Article XXXV, Vacation Leave, they may utilize their own paid vacation leave for such meetings that are held during their normal duty hours. In addition, employees not directly participating in CBA negotiations sessions shall be allowed to donate their accrued Vacation Leave in one-half (½) hour increments to the employees on the Union/Association negotiating team to be used for compensating team members for time spent in negotiations. Donors must maintain a minimum balance in their own Vacation Leave accrued benefit account of at least forty (40) hours to be eligible to donate. Donors shall complete a Donation of Vacation Leave form, signed by themselves and the individual to whom they wish to donate, and submit it to the County Payroll Department.
- B. When the Sheriff, his designee, or other County Management requests the assistance of the Union President or designee to resolve a matter, the President/designee will attend such meeting with management on paid time if the meeting occurs during the employee's regular work hours.
- C. Union/Association business is not County business and, therefore, cannot and shall not be conducted on duty time. The employees, and the Association, the officers and stewards may, on non-duty unpaid time, perform the following duties and activities:
1. Work with the Sheriff's Office senior management and the Sandoval County Human Resources and Risk Management Director to resolve disputes prior to the application of the grievance and arbitration procedure.
 2. Report to the Association's local president any alleged infractions of the Agreement which have not been resolved between themselves and the County's representatives.
 3. Attend Labor Management meetings.
 4. Introduce new employees to the Union/Association and the Agreement.
 5. Post Union/Association information and bulletins on the bulletin board provided by the Sheriff's Office for Union/Association use. It is understood that no posting shall be of a derogatory nature toward the County, the Sheriff's Office, or any employee.
- D. Employees may request to take leave to attend official Union/Association meetings, conventions, or functions of the NMCPSO/CWA provided such attendance does not compromise minimum staffing. Leave requests are required to be submitted at least fourteen (14) days prior to taking the leave. Permission shall not be unreasonably

withheld and the response shall be provided within five (5) work days from the submittal of the request.

**ARTICLE VI
EMPLOYMENT PROCEDURES/NONDISCRIMINATION**

The County and the Union recognize that they are required by law to not discriminate against any employee because of race, creed, color, national origin, sex, veteran status or disability and hereby declare their acceptance and support of such laws. The parties also agree to comply in all respects with all applicable laws and regarding nondiscrimination.

**ARTICLE VII
STAFFING**

Sandoval County, the Sandoval County Sheriff's Office and the Union/Association agree that it is in the best interest of the citizens of the County to provide appropriate and reasonable staffing levels for the Sheriff's Office. In that regard, the County and the Union/Association commit to working toward serving the public based on population growth, calls for service, statistical increases in criminal activity, if any, community outreach programs, and the need for increased covert or overt activities of any kind. The parties also recognize that budgetary constraints may impact implementation of this joint effort.

The venue for discussion of staffing levels shall be the Labor/Management meetings provided for in Article V of this Agreement. Staffing proposals or recommendations submitted by the Union/Association shall be based on sound resource allocation models and principles that take into account the specific needs of the County and Sandoval County Sheriff's Office and historical public safety data. The Sheriff shall continue to make all final decisions on staffing requirements.

**ARTICLE VIII
WORK SCHEDULES AND PAY PERIOD**

A. Definitions for this Article

1. FLSA – Fair Labor Standards Act
2. SCPP – Sandoval County Personnel Policy
3. Overtime – as defined by 29 U.S.C.A § 207 of the Fair Labor Standards Act
4. RDO – Regular Day Off
5. Recall – When an employee is required to work his day or other time off.
6. Straight Time – An employee's normal, base hourly rate.
7. Time and One-Half – as defined by 29 U.S.C.A. § 207 of the Fair Labor Standards Act.

- B. The County and Sheriff's Office shall assess the public safety needs based on available staffing levels, occurrence of calls for service, and employees shall be scheduled for work consistent with that assessment and this Agreement. Work schedules include any mandatory appearance to perform essential job functions noted in the employees' job description.
- C. Patrol Division, Criminal Investigations, Civil/Court or other assignments
1. Workday – The normal workday for the Sheriff's Office shall be 8, 10 or 12 hours or any combination as assigned by the Sheriff's Office.
 2. Workweek – A normal scheduled workweek shall consist of a total of forty (40) hours with consecutive days off. The workweek will be in accordance with that set forth by the Sheriff's Office.
 3. WorkPeriod – The County has adopted the Section 207(k) provision of the Fair Labor Standards Act in which the County shall not be required to pay the overtime rate of pay (time and one-half) for these employees until such employee has worked more than eighty-six (86) hours in a two (2) week pay period.
 4. WorkShifts – Normal workshifts may include day, swing, and graveyard shifts, or day and graveyard shifts, and shall be subject to shift bid with the provision which will allow the Sheriff temporary change for unforeseen manpower shortages.
 - a. Graveyard shifts shall be the first shift of the workday/workweek and shall commence between the hours of 2000 hours and 0200 hours.
 - b. Day shift shall be the second shift and shall commence between 0600 hours and 12 noon.
 - c. Swing shift shall be the third shift and shall commence between 1200 noon and before 2000 hours.
 - d. Graveyard shift shall be the second shift, when only two shifts exist, and shall commence between 1800 hours and 2200 hours.
 5. Pay Period – The pay period for employees shall be two consecutive workweeks, or 14 days.
 6. Breaks and Meal Periods
 - a. The employee's normal workday will include at least a half-hour meal break and two 15-minute breaks within an eight hour shift worked each workday, unless otherwise provided in this Agreement.

- b. Breaks and meal periods occur as business needs allow. Breaks and meal periods cannot be combined or accumulated.
- c. Breaks and meal periods can be interrupted and adjusted to accommodate a call for service or if staffing is compromised.
- d. Changes to an employee's work schedule will be documented on the Sheriff's Office Time Accountability Form.

7. Adjustments to Work Schedule

- a. A bargaining unit employee's work schedule may be adjusted during the work period up to a maximum of six (6) hours with time off to avoid overtime prior to reporting to work on the day given off with at least eight (8) hours advance notice, unless otherwise agreed to by the employee.
- b. A bargaining unit employee's regular work days or assigned shift may be changed with seven (7) days' notice, except in extenuating circumstances.

**ARTICLE IX
REGULAR OVERTIME AND COMPENSATORY TIME**

- A. Employees working under this Agreement shall be paid overtime and/or be permitted to accrue compensatory time in conformance with this Agreement.
- B. Regular Overtime
- C. Definition – Public Safety work that is compensable in excess of that time set forth by 29 U.S.C.A. § 207 of the Fair Labor Standards Act.
- D. The appropriate supervisor shall approve all regular overtime prior to an employee performing the work if possible.
 - 1. Employees performing overtime without pre-approval in emergency circumstances will notify the on duty supervisor as soon as possible and obtain approval to continue with the overtime.
- E. When a supervisor authorizes an employee to work beyond his regularly scheduled shift (including time before and after a scheduled shift), the employee shall be paid the appropriate overtime rate as follows:
 - 1. The employee's rate of pay shall be straight time up to and including the eighty sixth (86th) hour of the work period and time and one-half after the eighty sixth (86th) hour of the work period.

- F. Overtime is calculated for time actually worked. Any leave (annual, sick, etc.) taken will not be credited towards overtime compensation.
- G. Overtime and Recall for employees - Procedures
 - 1. Regular Overtime and Recall – When minimum staffing as established by the Sheriff's Office is compromised, the recall of employees for regular overtime shall be filled by employees with the most seniority, unless there is an immediate need to fill a position due to, for example, an employee using sick leave.
- H. Overtime and Recall Restrictions
 - 1. Employees that have worked seven previous days without a day off shall not be considered for forced overtime, unless the Sheriff's Office is in a state of emergency.
- I. Compensatory Time
 - 1. An employee shall have the option of receiving overtime compensation in pay or compensatory time. An employee may accumulate no more than one hundred twenty [120] hours of compensatory time.
 - 2. An employee who has submitted a leave request to use compensatory time shall be permitted to use such time if the use of the compensatory time does not unduly disrupt the operation of the Sheriff's Office or if the request will not require another employee to work overtime.
 - 3. Earned compensatory time shall be cashed out only upon separation of employment

**ARTICLE X
EXTRA DUTY AND SHERIFF'S OVERTIME**

- A. Definitions
 - 1. Extra Duty: Is defined as overtime produced by federal and state grants such as, but not limited to, Operation Buckle Down [OBD], Selective Traffic Enforcement Program [STEP], Operation DWI [ODWI], Click it/Ticket, Community DWI [CDWI], Cibola and Santa Fe National Forest and the Army Corp of Engineers.
 - 2. Sheriff's Overtime: Is defined as overtime that is usually contracted with a private company or organization by the Sheriff's Office for public safety services such as, but not limited to, security details, movie sets, special concerts, special events and traffic control details.
- B. Overtime will be offered based on the needs of the assignment and when offered to bargaining employees will be by seniority on a rotating list and on a voluntary basis.

1. Should there not be enough bargaining employees to cover the offered overtime, the Sheriff's Office shall assign employees to cover the overtime in reverse order of seniority from those not otherwise on regular duty at the time the assignments must be manned.
 2. Employees shall be limited to one (1) seniority based overtime detail per offered assignment until the entire seniority list is exhausted.
 3. No employee will accept Extra Duty or Sheriff's overtime assignments that will result in the employee working more than sixteen (16) hours in a twenty-four (24) hour period.
- C. Insofar as reasonably achievable, the Sheriff's Office shall schedule Extra Duty and/or Sheriff's Overtime in advance. However, at times entities require or request immediate support or specific covered employees. In such cases, employees may be scheduled without adhering to the above procedures.
- D. The rate of pay to an employee for Extra Duty and Sheriff's Overtime assignment shall be no less than the employee's time and a half [1 ½] rate for all hours worked.

ARTICLE XI PAYROLL

A. Timesheets

1. Each employee is responsible for completing his own timesheet to reflect accurately:
 - a. The actual number of hours worked each day.
 - b. Any absences [leave; i.e.: vacation, sick, etc.].
 - c. Any compensatory time in lieu of salary.
 - d. Any overtime.
2. Completed timesheets shall be turned in to the employee's Chain of Command by Wednesday [at the end of the two-week time period]. Employees will be able to make necessary adjustments to timesheets until Monday morning at 9:00 am of the new pay period.
 - a. Supporting documentation [overtime slips, leave forms, etc.] must accompany the completed timesheets. Employees are required to submit for all overtime and compensatory time within the pay period it was earned.
 - b. Employees who fail to submit a completed timesheet in a prompt manner as outlined above shall receive a paycheck for actual hours worked plus leave time,

if any, with a timesheet completed by their immediate supervisor. Overtime pay missed shall be submitted by the employee and paid in the next regular paycheck.

- B. Changes to time reporting procedures may be introduced due to the adoption by the County of a new Information System. Such changes will be explained to/discussed with the Association upon implementation, and are not to impact on hours worked, pay rates or working conditions of covered employees.

ARTICLE XII SHIFT/POSITION BID

- A. The Sandoval County Sheriff's Office shall conduct semi-annual shift bids. The current Sheriff's Office Work Schedule with regards to respective locations, shifts and hours of operation shall be followed, to include Patrol, Criminal Investigations and the Civil Division. Assignments to Narcotics and Criminal Investigations shall be on a two year basis, but may be decreased or extended by the Sheriff, based on the needs of the Sheriff's Office. The reasons for any deviations from the standard shift rotation will be discussed with the Union/Association. If said time is increased or decreased by more than six [6] months, then the Union/Association must agree to the change before it is implemented. Requests to extend or reduce time shall be based on just cause and may not be reasonably denied if such is the case.
 - 1. The Sandoval County Sheriff's Office shall bid semi-annually. The new shift schedule becomes effective the first Saturday of April and October of each year.
 - 2. The Sheriff's Office shall post the seniority list and pre-determined work schedule fifteen [15] days before the posted bid date. The seniority list shall include the time adjacent to the employee's name when he is to call and place his bid. If the employee fails to call within fifteen minutes he is moved to the bottom of the seniority list. An employee who is on pre-approved leave and out of communication shall provide a written request for preferred assignment prior to the bid date. An employee on emergency leave shall telephone in prior to the actual bid date. In either case, the employee shall list up to five [5] bid choices.
 - 3. At the Sheriff's discretion and manpower permitting, the Criminal Investigations Unit may have one detective slot for assignment of a bargaining unit member on a six month rotation basis. The purpose of this slot is for cross-training patrol deputies.
- B. The Sheriff's Office work schedule shall be filled by order of seniority.
 - 1. After the shift bid has been completed and the employees have been assigned shifts and days off, any employee who requests a transfer from one shift to another will be considered by the Sheriff on a case by case basis. There will be no bumping allowed.

2. If an employee is transferred at the initiative of the Sheriff's Office, he may bump on the basis of seniority providing such transfer was not disciplinary in nature.
 3. Should a position become available on a shift after the shift bidding has taken place, the position shall be filled by assignment, based on the needs of the Sheriff's Office.
- C. For the purpose of providing, maintaining and securing the public safety needs to the citizens of Sandoval County and for deputy safety, the Sandoval County Sheriff's Office insofar as reasonably achievable shall maintain appropriate staffing levels.

ARTICLE XIII SHIFT DIFFERENTIALS

- A. Employees covered by this Agreement shall be entitled to shift differential for their regularly assigned Graveyard or Swing shift assignments as those shifts are designated in Article IX, Work Schedules and Pay Period as follows:

Graveyard Differential = \$0.44 per hour
Swing Differential = \$0.30 per hour

- B. Shift differential shall be counted as part of the base wage for the purpose of computing the overtime rate.
- C. In clarification of the above, a Day shift employee working an overtime assignment on a Graveyard or Swing shift does not receive a shift differential. Employees regularly assigned to Graveyard or Swing shifts and working overtime on Day shift do receive the shift differential of their normal shift for hours worked.

ARTICLE XIV PROMOTIONS

- A. The Sheriff's Office retains the right to promote employees covered by this Agreement as the needs of the Sheriff's Office dictate. Employees may be promoted to an "acting" rank on a temporary basis, not to exceed six [6] months, for the express purpose of providing personnel with "hands on" experience with increased duties and responsibilities in such "acting" positions, or to fill in for absent bargaining unit employees. The employee shall have the right to accept or reject the appointment to the "acting" rank.
- B. Vacant and/or newly created promotional positions within the bargaining unit shall be posted for consideration by eligible employees. Notices shall include the minimum qualifications for the position and the deadline to submit a request to participate in the promotional process. Employees shall signify their interest by submitting a written application to the Sandoval County Human Resources Director for consideration, and a copy to the Sheriff through the chain of command.

- C. Oral interviews and written tests will be administered to personnel desiring to participate in the promotional process for bargaining unit positions. On approximately an annual basis, or more frequently if conditions dictate, as determined by the Sheriff's Office, a board of employees designated by the Sheriff, including members of the bargaining unit, shall conduct the oral interviews, oversee the written testing process, and make recommendations to the Sheriff as to employees meeting promotional qualifications within the bargaining unit. The Sheriff's Office shall maintain a bank of questions appropriate to each rank within the bargaining unit, and questions for the written test shall be randomly selected for each promotional test. Questions may be added, deleted, or modified from time to time to assure fairness. These provisions will not apply if standardized testing is utilized.
- D. The names of employees who receive satisfactory or better on the oral interviews and a grade of 70% or more on the written examination shall be placed on "eligible for promotion" lists which are then submitted to the Sheriff. If a standardized test determines a different percentage for a passing grade, the applications for promotion will be informed of the percentage in advance of the testing date. Promotions within the bargaining unit shall be made from the eligible for promotion lists until the lists are exhausted or twelve [12] months passes from the date the testing process is posted. The candidates shall be placed in ranking order according to their scores from the oral board and the written test. The Sheriff shall make his selection for promotion from among those on the eligible for promotion lists. For the initial promotion selection from a promotion list, the Sheriff shall choose from among the top three [3] scoring candidates [Rule of Three]. For subsequent promotions from that particular list, candidates shall be offered the promotion based on their scores as noted above, taking the top scoring employee remaining on the list first, until a period of twelve [12] months has elapsed. The Rule of Three can be used only for the first promotion from each promotional list.
- E. Employees who have received discipline of a written reprimand or above are not eligible to participate in the promotion testing process or to be promoted, until at least twelve [12] calendar months have elapsed since such discipline was levied.
- F. Employees promoted to a higher classification within the bargaining unit shall be on a trial basis for twelve [12] months on the job following the date of such promotion. If during the trial period the employee does not perform the job's duties as required, he shall be returned to his former classification and former rate of pay.

ARTICLE XV
TEMPORARY ASSIGNMENTS

- A. Employees assigned to act in a higher bargaining unit capacity requiring a higher level of responsibility [i.e., Deputy to Sergeant] for a period of one [1] week or longer shall be entitled to a temporary wage adjustment up to the minimum rate of the classification to

which the lower classified employee is being temporarily assigned or an increase of \$.50 per hour, whichever is greater, for the duration of such assignment.

- B. The employee shall revert to his original wage upon completion of the temporary assignment.
- C. Temporary assignments will be made based on the qualified deputies on a shift, not only on a seniority basis.
- D. Deputies shall have the right to discuss with senior supervision [Lieutenants or Captain] issues they might have, if any, concerning temporary assignment to a Sergeant position. An employee may decline such an assignment if he feels it is not in his best interest.

ARTICLE XVI MENTAL HEALTH

The County recognizes that from time to time employees may experience personal problems that can affect their job performance. As a result, the County shall offer an Employee Assistance Program to employees covered by this Agreement on the same basis as is provided for other County employees.

The program is designed to assist employees with personal issues in a confidential nature. At the discretion of the employee, he may voluntarily submit to counseling and remain anonymous.

ARTICLE XVII FITNESS FOR DUTY

- A. The Sheriff's Office may observe a decline in an employee's job performance and have a credible basis to question the employee's fitness for duty. As a result, the Sheriff's Office, with concurrence of the Personnel Director, may order a Fit for Duty Evaluation at the County's expense, with pay, and all the findings shall be made available to the employee. These findings will be kept confidential and in compliance with State and Federal Law as it relates to a person's Health Records and Information.
- B. The County and Sheriff's Office may temporarily assign employees to alternative shifts or leave status, and not to exceed 60 days, unless additional time is agreed upon by the Union/Association, when an employee has a hardship that may require an adjustment to their normal shift, days off, type of work or otherwise. The employee may utilize his own paid leave, followed by Leave Without Pay, for such absences. The hardship must be demonstrated in writing and approved by the Sheriff and Human Resources Director.
- C. Physical Requirements

1. The County may require that a physical examination be conducted when there are valid concerns about an employee's physical ability to safely perform his normal job duties.
2. Any report resulting from any examination specified above shall be made available to the employee involved upon written request by said employee.
3. The County will not use the results of any of the above physical examinations for disciplinary purposes unless the results show that the continuation on the job by said employee would be detrimental to himself or hazardous to other persons.

D. Confidentiality

Information related to mental, psychological, or physical conditions shall be treated as Confidential in accordance with Federal HIPAA regulations.

**ARTICLE XVIII
SUBSTANCE ABUSE POLICY**

The Union/Association and the County agree to abide by the County's Drug and Alcohol Policy and by the Sheriff's Office Policy and Procedure on Drug and Alcohol Testing, which are incorporated into this agreement by reference. Any County or Sheriff's Office proposed changes to these policies, except as dictated by federal or state regulation or statute, shall be discussed with the Union/Association prior to implementation.

**ARTICLE XIX
INOCULATION AND IMMUNIZATION**

- A. The Sheriff's Office shall continue to offer Hepatitis B Vaccinations [HBV] as required by OSHA standard at no cost to employees covered by this Agreement.
- B. An employee must exercise care when exposed to contagious diseases or hazardous materials. If an employee is exposed to a contagious disease or hazardous material while performing his duty, such exposure must be immediately reported by the employee to his/her supervisor and documented to be reported to Risk Management. In such events, the Sandoval County Sheriff's Office agrees to pay the expense for inoculation, immunization and health care incurred by the employee.
- C. If the County offers any other inoculations, vaccinations or flu shots to other County employees, employees covered by this Agreement will be offered the same inoculations, vaccinations or flu shots.

ARTICLE XX DEATH BENEFITS

The families [Spouse and Children] of employees covered by this Agreement shall be entitled to any benefits that other County employees' families are entitled to in the event of the death of the employee in the line of duty, those benefits include:

1. Family members covered by the County benefit plans are eligible to receive counseling through the County's Employee Assistance Plan [EAP]. The EAP counseling is provided at no cost to the family and may be coordinated with the employee's family's medical insurance plan.
2. The County will pay \$10,000 to the beneficiaries of any employee killed in the line of duty.
3. Employees covered by this Agreement are eligible to purchase Life Insurance through the Sandoval County Benefit Plan. The County shall pay for the cost of Basic Life and Accidental Death Insurance coverage of up to \$50,000 in accordance with Plan rules.
4. Other benefits may be provided via New Mexico Workers' Compensation Insurance coverage and the New Mexico State Death Benefit for Public Safety Officers as well as the Federal Public Safety Officers' Benefits Program through the U.S. Department of Justice.

ARTICLE XXI COURT TIME

- A. Employees shall be required to appear in judicial and administrative courts of law for adjudication of offenders or as otherwise requested.
- B. When an employee is required to appear on behalf of the County on his regularly scheduled time off, he shall be paid at the appropriate overtime rate.
 1. The Sheriff's Office shall pay actual hours worked ~~plus thirty (30) minutes travel time each way, with a guaranteed minimum of two hours total~~ for appearing at a trial, judicial conference, or hearing, **unless the trial, judicial conference, or hearing is in Cuba, in which case the employee will be guaranteed a minimum of three (3) hours for appearing.**
 2. **If a court appearance begins within fifteen (15) minutes after the end of an employee's regularly scheduled shift, it shall be considered a continuation of the shift and compensated at straight time.**
 3. **If a court appearance begins more than fifteen (15) minutes but no later than two (2) hours after the end of an employee's regularly scheduled shift, the**

employee will be paid for actual hours worked with a guaranteed minimum of two (2) hours from commencement of the scheduled hearing time.

4. **If a court appearance begins two (2) hours or more before or after an employee's regularly scheduled shift, the employee will be guaranteed a two (2) hour minimum, paid at time and one half.**

5. **If a court appearance begins less than two (2) hours before an employee's regularly scheduled shift, it shall be considered part of the shift and compensated at straight time.**

C. An employee shall not receive additional compensation for court time when the appearance has occurred during the regularly scheduled hours of the employee. The employee shall not receive the two hours of overtime pay ~~minimum~~ for time the employee is held over in court concurrent with a regularly scheduled shift. Such time **will not be considered court time and** will be considered straight time **compensated as actual hours worked** and included in the calculation for overtime.

ARTICLE XXII DISCIPLINARY ACTIONS

A. Disciplinary Action may be taken for just cause. Disciplinary actions shall include, but not be limited to, written reprimands, suspension ~~with or~~ without pay, demotion, discharge, or revocation of privileges such as loss of take home vehicle.

B. The Sheriff or his designee shall notify, in writing, any employee who is the target of an internal affairs investigation. Such notification shall not disclose any facts of the investigation or allegation, but merely the nature of the investigation or allegation. The notification shall also include any assigned investigative numbers, the name of the employee under investigation, and notice of the right to an uninvolved Association representative. An employee may notify the Association of the impending investigation. Information shall not be released in cases when release of information may jeopardize the investigation.

C. Disciplinary Actions may be imposed for infractions of state, county, or federal statutes, Sandoval County Personnel Rules and Regulations, Sandoval County Sheriff's Office Standard Operating Procedures and Rules of Conduct, or directives.

D. Corrective Actions and Performance Improvement Plans may be imposed. Corrective Actions include, but are not limited to, written warnings, employee training, counseling, and goal-setting. The purpose of Corrective Action is to provide the employee an opportunity in a positive way to improve his behavior, skills, or job performance and conform to acceptable standards.

E. Disciplinary Actions are to be taken within thirty [30] days of the completion of investigation, unless the Sheriff notifies the Association President of extension of the time limit.

- F. Notations regarding oral warnings, documented oral warnings, written warnings, and revocation of privileges shall be maintained in the Sheriff's Office and are not grievable. Written reprimands, Corrective Action Plans, and documentation of suspensions are to be maintained in the Sandoval County Human Resource Office. All filings shall be consistent with the requirements of New Mexico state statutes 29-14-1 through 29-14-11 [Peace Officer Employee – Employer Relations].
- G. When an employee is to be interviewed regarding a possible infraction, the requirements of the New Mexico Peace Officer Employee/Employer relations act shall be followed. The role of the Union/Association representative shall be limited to minor or procedural items only, and the representative shall not interfere with an investigation. The employee may confer with the representative as necessary or desired. Employees also may waive their right to be accompanied by a Union/Association representative.
- H. Disciplinary Actions **involving suspension, demotion, or termination**, may be disputed through the Formal Dispute Resolution Procedure [Article XXIII] or the Grievance Procedure provided in the County's Personnel Rules and Regulations [Article VIII]. An employee will make an irrevocable election within the ten (10) day time limit to grieve, choosing either the Dispute Resolution Procedure herein or the Grievance Procedure in the Rules and Regulations. Once an election has been made, the employee may only proceed under the elected procedure. An employee who chooses the Formal Dispute Resolution Procedure with regard to a suspension, demotion, or termination shall file directly to Step 2 within the ten (10) business days' time limit.

**ARTICLE XXIII
FORMAL DISPUTE RESOLUTION PROCEDURE**

- A. The purpose of the dispute resolution procedure is to resolve, at the lowest possible administrative level, all disputes which may arise out of the interpretation of this contract. This shall be the only dispute resolution procedure for bargaining unit employees for alleged violations of the collective bargaining agreement not involving disciplinary actions.
- B. Definitions
 - 1. "Dispute" means a formal written complaint by a covered employee or the County alleging that there is a violation of this Agreement; such as a matter involving the enforcement, application, or interpretation of this Agreement, disciplinary action that results in discharge or any demotion with a loss of pay, or suspension. Disputes may be resolved at any step of the dispute resolution process, up to and including arbitration.
 - 2. "Disputant" or "affected employee" means a covered employee or group of covered employees, the Union/Association, or the Sheriff's Office.

3. "Business Day" means a normal business day when the County offices are open to the public and shall not include legal holidays or other times when the County offices are not open for public business.

C. Procedural Steps in the Dispute Resolution Procedure

Step 1 – A Dispute shall not be considered and the Dispute shall be deemed to have been waived unless it is submitted in writing no later than ten (10) business days after the affected employee knew or reasonably should have known of the action, which precipitated the Dispute. The affected employee(s) shall discuss the written Dispute with a non-bargaining supervisor and the supervisor who initiated the action giving rise to the Dispute within seventy-two (72) hours of the filing of the grievance. The written dispute shall include the following and shall be signed and dated by the employee:

Employee's Name
Department
Job Title
Disputed Action or inaction
Date of disputed action or inaction
Redress/remedy requested
Name of the Representative, and
Article/Section of the Contract alleged to have been violated.

The purpose for the employee putting the Dispute into written form is to preserve the employee's rights for further appeals as necessary and to provide the County and Sheriff's Office with adequate and timely notice of the nature of the dispute. If at this point the parties are unable to resolve the Dispute, the Dispute shall proceed to Step 2. The time limits for Step 2 will begin on the day following the meeting with the supervisor.

Step 2 – The affected employee shall discuss the Dispute with the Sheriff or his designee if it is determined by the Sheriff or his designee that the matter has been preserved by the Disputant having tendered written notice of a continued Dispute within five (5) business days after the meeting with the Supervisors. The Dispute shall not be considered and shall be deemed to have been waived if it is determined that the Dispute has not been presented within the time period set forth above. The Sheriff or his designee shall meet within seventy-two (72) hours with the employee and such other personnel as he deems appropriate to resolve the dispute. The Sheriff shall have five (5) business days immediately following the meeting to respond to the Dispute. The time limit may be extended by mutual agreement of the parties. If at that point the parties are unable to resolve the Dispute, the Dispute shall proceed to Step 3. The time limits for Step 3 begin on the 10th day following the meeting with the Sheriff or his designee.

Step 3 – The affected employee shall discuss the Dispute with the Human Resources Director if it is determined by the Human Resources Director that the matter has been

preserved by the Disputant having tendered written notice of a continued dispute within five (5) business days after the response by the Sheriff or his designee. The dispute shall not be considered and shall be deemed to have been waived if it is determined that the dispute has not been presented within the time period set forth above. The Human Resources Director or designee shall meet with the employee and such other personnel as he deems appropriate to resolve the dispute. The Human Resources Director or designee shall have ten (10) business days immediately following the meeting to respond to the dispute. The time limit may be extended by mutual agreement of the parties.

Step 4 – Formal Dispute Resolution Procedure: All disputes that have not been settled at Step 3 shall, upon written appeal by the Disputant, be submitted through the arbitration procedure set forth in this Article, provided it has been properly preserved in the manner set forth above and filed within ten (10) business days of receipt of the Human Resources Director's decision. The time limits for requesting arbitration will begin with the date of the Human Resources Director's decision. All requests for arbitration shall be delivered to the County Personnel Office. Once appealed, the Dispute must proceed as specified in the procedural steps listed below until the final disposition is reached. All dispute resolution findings shall include the information listed below.

Name of the Affected Employee
Department
Job Title;
Disputed Action or Inaction;
Date of disputed action or inaction;
Redress/Remedy Requested;
Name of the Representative; and
Article and Section of the Contract alleged to have been violated.

- D. The arbitration proceedings shall be conducted by an experienced labor relations arbitrator selected from the Federal Mediation and Conciliation Service [FMCS]. The Union/Association shall contact FMCS and request a regional panel of seven [7] arbitrators. An arbitrator shall be selected within ten (10) business days of receipt of the panel through the process of alternatively striking the names of arbitrators on the panel until only one remains. The remaining name shall be the arbitrator. The parties shall flip a coin to determine who shall strike the first name. The Union will notify FMCS of the arbitrator selected within three (3) business days of the striking. The arbitration hearing must be conducted and closed within six (6) months of notifying FMCS of the parties' selected arbitrator, unless otherwise agreed to in writing by the parties.
- E. The arbitrator shall render his decision including a statement of the rationale supporting the decision and may make such administrative remedies as are necessary. However, the arbitrator shall not have the power to alter, amend, add to, or subtract from the terms of this Agreement. The arbitrator shall not have the authority to make an award which includes a fine or other punitive damages or award of attorney's fees. The arbitrator's decision shall be final and binding on the parties. The parties shall share the arbitrator's fees and costs equally.

1. In the event that a party raises the issue of arbitrability [e.g.; the County contends that the time limits have not been properly met or that the matter alleged to have been violated does not meet the definition of a “dispute” as defined herein], this issue shall be submitted to the arbitrator selected by the parties in the form of pre-hearing briefs for resolution prior to hearing the merits of the case. In a written decision, the arbitrator shall address the issue of arbitrability. If there is a finding that the dispute is arbitrable, then the arbitrator shall schedule the case for a merits hearing. If the arbitrator determines the case to be non-arbitrable, the case shall be dismissed with prejudice.
2. The parties may present relevant evidence, testify and argue evidence, cross-examine adverse witnesses and request the arbitrator to order a mutual discovery of relevant information required in the arbitration of disciplinary actions.
3. Witnesses shall be placed under oath before testifying.
4. Proceedings may be continued or recessed by the arbitrator in the interest of justice or for the convenience of the parties involved.

F. The arbitrator shall apply the “Just Cause” standard in disciplinary matters pursuant to the definition of “Just Cause” used by the arbitrator from the FMCS and/or applicable case law. An arbitrator shall recuse himself from hearing a case in which the subject matter or circumstances are such as to seriously impede his ability to render an impartial decision. The arbitrator shall not communicate with the parties or witnesses relating to the facts or subject matter of the case, except during the hearing, without the consent of the Union/Association representative, the Disputant, and the County’s representative. A decision shall be rendered within thirty days of the close of the hearing.

G. Rules of Procedure

1. If the Sheriff’s Office or County fails to comply with the time limits, the Dispute shall be considered automatically appealed to the next level.
2. If the Disputant fails to comply with the time limits as set forth at any level, the dispute shall be considered resolved and not subject to further review.
3. With the mutual written consent of the parties, the time limits for review of a dispute at any level may be extended for a reasonable time to allow for a fair review.
4. A Disputant may be accompanied by a Union/Association representative, and have full rights of participation at any hearing or meeting conducted under the dispute resolution procedure. Any non-Union/Association representative must be approved by the Union/Association, who must waive its exclusive representation rights.

5. No reprisal or retaliation by any party to the Dispute shall be taken against a Disputant or participant as a result of participation in the processing of a Dispute.
6. The steps laid out in this Article represent the complete dispute resolution procedure available to a covered employee and set forth the exclusive remedies available to a covered employee. A covered employee, acting individually, may present a Dispute without the intervention of the Union/Association provided the Dispute has been processed in accordance with this Article.

ARTICLE XXIV TRAINING

- A. The Sandoval County Sheriff's Office will provide all County-required training at no cost to employees covered by this Agreement. All time spent in County-required training will be considered time worked. Employees whose assignments require mandatory training and/or certification must successfully meet the established standards for such training or certification. If an employee fails to qualify in some aspect of mandatory certification and/or recertification, remedial training will be made available as determined by the Sheriff. Failure to maintain mandatory minimum qualifications and/or certifications as set forth by New Mexico Law Enforcement Training Academy and the Sheriff's Office may result in corrective or disciplinary action up to and including termination from employment.
- B. Insofar as reasonably achievable, when two or more covered employees request training at the same time or for the same course and minimum staffing could be negatively impacted, assignment to the training will be based upon seniority when all other factors are equal.
- C. When travel is required for mandatory or approved elective training, employees covered by this Agreement shall be eligible to receive pay and/or expense reimbursement on the same basis as afforded to other employees of Sandoval County. The County will comply with Federal FLSA regulations regarding payment for such time.
- D. The Sandoval County Sheriff's Office and/or the Personnel Office shall maintain records of training and certifications of employees covered by this Agreement. However, it is the individual employee's responsibility to meet certification requirements at all times.
- E. Employees are encouraged to seek alternative funding for courses that benefit themselves and the County. It is understood that acquiring potential alternative funding does not automatically result in approval for the employee to attend the course. The employee must submit and have approved a training request through the chain of command.

**ARTICLE XXV
SENIORITY**

- A. Sheriff's Office Seniority - shall be defined as the length of uninterrupted employment with the Sheriff's Office. Employees shall not attain Sheriff's Office Seniority until completion of the required probationary period of one calendar year following hire date, at which time Sheriff's Office seniority shall relate back to the commencement of the most recent period of continuous employment with the Sheriff's Office.
- B. Classification Seniority – is defined as the period of most recent continuous service in the employee's job classification. Employees shall not attain classification seniority until completion of the probationary period in the classification, at which time seniority classification shall relate back to the most recent date of appointment to such classification.

C. Seniority – Procedures

1. Upgrades and Downgrades in Position

When an employee is upgraded into another job classification, the employee's seniority in that classification will begin on the date the employee is upgraded or promoted. Time served in a lower job classification shall not be considered when calculating seniority in a higher job classification.

- a. Employees that move from un-certified, to certified, shall receive an approved pay increase to certified deputy.
- b. When an employee is downgraded into another job classification, the employee's seniority will include all time in the higher job classification. Time served in a higher job classification shall be considered when calculating seniority in a lower job classification.

D. Ties in Seniority

- 1. Ties in Sheriff's Office Seniority shall first be broken by total length of service with the Sheriff's Office, then by lot.
- 2. Ties in Classification Seniority shall first be broken by Sheriff's Office Seniority, then by date of hire, then by lot.
- 3. A draw by lot shall be conducted during the employee new hire process in the event two or more employees are hired on the same date.

E. An employee shall lose seniority rights for the following reasons:

- 1. The employee resigned.

2. The employee is dismissed and is not reinstated.
 3. The employee is absent without leave for a period of three (3) scheduled working days or more. Exceptions to this may be made by the Sheriff or County Manager on the grounds of good cause for failure to report.
 4. The employee fails to report after layoff within the requisite time set forth in the notice of recall. Exceptions to this may be made by the Sheriff or County Manger on the grounds of good cause for failure to notify or report.
- F. When an employee is suspended and later reinstated, he shall not lose any seniority credit for any period of actual service. If however, he has been separated from service by resignation or discharge for cause and is again employed he shall not receive any seniority credit for service rendered prior to this separation from service unless reinstated after a grievance.
- G. The Sheriff's Office shall establish and maintain seniority lists by Sheriff's Office Seniority and by Classification Seniority.
1. The seniority lists shall be updated July 1st of each year and on that date posted in the Sheriff's Office.
 2. Copies of the lists as posted shall be forwarded to the Association President, Sheriff and County Personnel Director.
 3. Any objections to the seniority lists as posted shall be reported to the Sheriff within ten days of the posting. Thereafter the list shall be deemed correct and an employee shall not be permitted to question the lists as posted.

**ARTICLE XXVI
LAYOFF AND RECALL**

- A. In the event that a lay off is necessary, the County shall provide the Union/ Association an opportunity to suggest alternatives.
- B. When it is necessary to have a reduction in the essential work force, employees will be laid off in reverse order of seniority.
- C. The term "seniority" for the purposes of this section shall mean continuous service applied to a given rank within the bargaining unit.
- D. The employer shall determine the specific position(s) to be vacated following the above procedure. The County shall prepare a layoff list and send a copy to the Union/Association.

- E. In situations where employees are identified for layoff because they are the most junior in a given rank, they will be placed in the lower rank in which they have held a prior appointment.
- F. Insofar as reasonably achievable, employees scheduled for layoff shall be given at least [14] calendar days' notice prior to the effective date of the layoff.
- G. Employees promoted out of the bargaining unit shall retain unit seniority but shall not accrue additional seniority.
- H. Employees laid off due to a reduction in work force shall be recalled to work by way of their seniority order and shall not have lost seniority or service time during the layoff period.
- I. As employees are called back, the employees assigned to lower ranks if any, as a result of the layoff will be returned to the former rank in order of seniority as the former position becomes available.
- J. The County will advise the employee to be recalled by certified or registered United States mail. A copy of the recall notice shall be provided to the Union/Association.
- K. An employee, upon receiving notice of recall, shall within seven [7] days acknowledge receipt by certified or registered mail, advising the County of accepting or rejecting the position, and identifying the date available for service; which date shall not be more than fourteen [14] calendar days following notification. The County may consider extending the reporting date upon proof of extenuating circumstances.
- L. Employees must provide and maintain a correct mailing address. Failure to provide a correct mailing address shall result in a forfeiture of any recall right.
- M. The employee shall remain in a layoff status for a total of twelve [12] calendar months. If the employee is not recalled within twelve [12] calendar months and the County has done everything reasonable to be able to recall the employee, or if the employee rejects a position offered to the employee, the County shall have no further employment obligation to the laid off employee.

**ARTICLE XXVII
RESERVE DEPUTIES**

- A. The Sandoval County Sheriff's Office and the Union/Association acknowledge that the Sheriff has the authority to activate Reserve Deputies based on the needs of the Sheriff's Office. The Sheriff's Office agrees that Reserve Deputies will not be utilized in order to displace employees covered by this Agreement. They may, however, be assigned to work

at times when all employees covered by this Agreement have declined the opportunity for overtime assignments.

- B. Deputies shall have the right to discuss with supervision [Sergeants, Lieutenants and/or Captain, or the Reserve Coordinator], issues they might have, if any, concerning Reserve Deputy ride alongs. Such issues will be considered on a case-by-case basis.

ARTICLE XXVIII FIREARMS

- A. Except as otherwise provided herein, the New Mexico Law Enforcement Academy guidelines pertaining to Firearms training and qualifications of Law Enforcement Officers for the use of firearms and the current Sandoval County Sheriff's Office Firearms Standard Operating Procedures shall be adopted and followed.
- B. Because the carrying of a firearm is a bona fide occupational qualification for employees it is imperative that employees maintain the ability to qualify with firearms and, furthermore, comply with the provisions of Federal, State and local regulations pertaining to firearms. The Sheriff's Office may suspend or terminate employment as a law enforcement officer in the event the employee violates said regulations, or fails to qualify with his authorized firearm to standards approved by the New Mexico Law Enforcement Academy and Sandoval County Sheriff's Office Standard Operating Procedures.
- C. Employees may request authorization to carry and qualify with privately owned firearms, via a written request through the chain-of-command to the Sheriff. Prior to an employee receiving authorization to carry a privately owned firearm while on duty, the employee shall sign a consent form that states the following:

I, [name of employee], recognize that my privately owned firearm, [firearm description and serial number], approved for my use in the scope of my employment with the Sheriff's Office, shall be considered the same as a Sheriff's Office owned firearm for the purpose of Sheriff's Office inspections and any criminal investigation of my firearm while in the scope of my employment. I further agree and consent to the Sheriff's Office taking and maintaining custody of my firearm for the duration of any criminal investigation.

- 1. Employees authorized to carry privately owned weapons will be responsible to provide ammunition for training and qualifications that meet New Mexico Law Enforcement Academy specifications. If the employee's privately owned weapon[s] uses the same ammunition issued by the Sheriff's Office, the Sheriff's Office will provide the ammunition.

2. Employees authorized to carry privately owned weapons will be responsible for the repair, replacement, maintenance and appropriate leather gear that meets Sheriff's Office specifications.
3. At the employee's expense, employees shall submit a letter from an independent certified firearm armorer that the firearm has been inspected, and it meets all manufacturer specifications and has not been mechanically modified.
4. Upon the Sheriff's approval, the Sheriff's Office will schedule the State mandated qualification within thirty [30] days of the request and the deputy must meet New Mexico Law Enforcement Academy qualification standards in order to carry the weapon on duty.
5. After the employee qualifies with a privately owned firearm, the employee shall turn in his Sheriff's Office issued firearm and leather gear.
6. When an employee's firearm [issued or privately owned] is taken into custody for the purpose of any criminal investigation while in the scope of his employment, the said employee may be re-issued a Sheriff's Office firearm. However, the Sheriff's Office reserves the right not to issue another firearm when the Office has cause to believe that the employee may use the firearm for other than its intended purposes.

**ARTICLE XXIX
USE OF FORCE**

- A. The Sheriff's Office Standard Operating Procedures governing the use of force shall be followed.
 1. In the event an employee is involved in a duty-related shooting where a suspect[s] is still at large or the possibility of weapons creates a danger to the public, the Sheriff's Office may obtain information necessary to identify any critical witnesses or suspect[s] who pose a danger to the public or to insure officer safety. Questions will be limited and narrowly focused to those reasonably necessary for the apprehension of suspects, identification of witnesses and the preservation of evidence involved in the incident at hand that poses an imminent danger to the public.
- B. When deadly force or great bodily harm has occurred, the affected employee and his immediate family shall be provided with counseling at the expense of the County if requested. Employees may choose to use their own insurance and counseling services.
- C. The rights under the Employee/Employer Relations Act and NM State Statues 29-14-1 through 29-14-11 [Peace Officer Employer – Employee Relations] shall be followed.

- D. As used in this Article, Use of Force may be the attempt or actual use of, but not limited to, a Firearm, Motor Vehicle or any other means which if used, or was used, may likely lead to great bodily harm and/or death.

**ARTICLE XXX
INTERNAL INVESTIGATIONS**

- A. To insure that internal investigations and supervisory reviews are conducted in a manner conducive to public confidence, good order, discipline, good management practices, and recognition of individual rights, the guidelines are hereby established by New Mexico State Statute 29-14-1 through 29-14-11 [Peace Officer Employer – Employee Relations], hereby adopted and incorporated into this Agreement by reference.
- B. An employee who is the focus/target of an internal affairs investigation shall be notified in writing of the pending investigation, the allegation[s], and complainant, unless such notification would jeopardize the investigation as set forth in this Agreement. The Sheriff's Office shall afford the employee a reasonable opportunity [up to twenty four hours] to consult with a Union/Association representative prior to being questioned and shall allow a representative to be present during any questioning as long as the representative does not interfere with the investigation or participate in interrogation.
- C. The employee may request a change of the assigned investigator prior to the onset of the investigation. The Sheriff shall make the final decision of preemptive dismissal of any investigator.
- D. The Sheriff's Office may maintain one [1] internal investigation file, one [1] citizen complaint file. The Internal Investigation file is to remain confidential and may be released only by valid court order, as required by the Law Enforcement Academy, or permission of the employee. This shall not prohibit the County from utilizing said files for disciplinary action.

**ARTICLE XXXI
LEGAL PROTECTION**

- A. Should an employee be sued in a civil action for any allegation arising from the course and scope of his employment, the County shall defend and indemnify that employee pursuant to the requirements of the New Mexico Tort Claims Act [41-4-1 NMSA 1978].
- B. The County shall not defend an employee in a criminal suit.
- C. In the event an employee is sued in a civil action in which punitive damages are alleged, and the employee was not personally served with the summons and complaint, it shall be the duty of the County to notify the employee, within ten days of the receipt of the suit,

by the County Attorney's Office of the potential personal exposure of the employee for punitive damages.

- D. For the purpose of this section and agreement, the phrase "course and scope of employment" means the lawful acts in which an employee is requested, required, or authorized to perform by the Sheriff's Office.
- E. Nothing herein shall bar the use in court of case law and common law in the resolution of any dispute arising out of an interpretation of the New Mexico Tort Claims Act [41-4-1 NMSA 1978, as amended through 2003].

**ARTICLE XXXII
VACATION LEAVE**

- A. Employees covered by this Agreement shall be provided Annual Vacation Leave on a service year accrual basis. For the purposes of this Article, the employee's period of employment is computed from his last date of hire. Employees returning within twelve [12] months of termination by reduction-in-force shall be credited with previous qualifying County employment.

B. Maximum Accrual Rates

<u>Years of Service</u>	<u>Accrual hrs. /pay period</u>	<u>Accrual hrs. /year</u>	<u>Maximum Carryover*</u>
1 through 5	3.08	80.08	100 hours
6 through 10	4.62	120.12	150 hours
11 or more	6.15	160	200 hours

*Unused Annual Leave in excess of the above-noted maximum carryover which remain to the credit of any employee at the end of a calendar year shall be cancelled without payment to the employee, except that, should annual leave requested during the last thirty [30] days of a calendar year be denied due to operational requirements, upon the employee's written request to the Personnel Department through the Sheriff, submitted prior to December 31 of that year, the employee shall be allowed to take such leave during the first two calendar months of the following year.

- C. Annual Leave shall accrue in proportion to paid hours up to 80 hours worked or paid leave per pay period. There are twenty-six [26] pay periods per calendar year. Annual Leave shall be utilized in increments of one-half [1/2] hour.
- D. Employees covered by this Agreement shall have the option of donating Vacation Leave to fellow employees serving as Union/Association representatives in Collective

Bargaining Agreement contract negotiations with Sandoval County. Such donations shall be in increments of one-half [1/2] hour and donors must maintain a personal Annual Leave balance of forty [40] or more hours in order to donate.

- E. Accrued Annual/Vacation Leave shall be paid upon separation from County employment.

**ARTICLE XXXIII
SICK LEAVE**

- A. Employees covered by this Agreement shall accrue four [4] hours of Sick Leave per each of twenty-six [26] pay periods per calendar year for a total of one hundred four [104] hours. Sick Leave Accrual may be carried over from fiscal year to fiscal year up to a maximum of four hundred eighty [480] hours.
- B. Sick Leave balances in excess of four hundred eighty [480] hours shall be cashed out at the end of each County fiscal year at the rate of \$0.65 [sixty five cents] on the dollar.
- C. Except as provided in paragraph [G] below, sick leave is not compensable upon separation from County employment.
- D. Sick Leave may be authorized for an employee covered by this Agreement: when a medical reason keeps the employee from performing the duties of his position; when the employee's condition could jeopardize the health of others; for medical appointments; when it is necessary for him to care for a member of his immediate family; and/or for reasons covered by the Family Medical Leave Act.
- E. The County retains the right to require a doctor's certification or other reasonable proof of illness. Employee's rights under federal privacy statutes shall be adhered to.
- F. Sick Leave shall be utilized in increments of one-half [1/2] hour.
- G. Employees covered by this Agreement are eligible for the Retirement Incentive - Sick Leave Conversion of Article XIII.9 of the Sandoval County Personnel Rules and Regulations on the same basis as all non-represented County employees.

**ARTICLE XXXIV
MILITARY LEAVE**

- A. An employee who is a member of the National Guard, a State Defense Force, or a reserve component of the uniformed services of the United States, or who volunteers for such service shall be granted military leave with or without pay in accordance with the Uniformed Services Employment and Reemployment Rights Act [USERRA], 43 USC part 4301-4033, for "services in the uniformed services" as defined in the Act, and the New

Mexico Statutes and Rules, including but not limited to NMSA 1978, parts 20-4-7, 20-5-14, and 20-7-5.

- B. Conditions and requirements for Military Leave, paid or unpaid, shall be the same as afforded all other employees of Sandoval County in Article VII.8, Leave and Employment Rights for Members of the Uniformed Services, of the Sandoval County Personnel Rules and Regulations and Sexual Harassment Policy, incorporated into this Agreement by reference.

**ARTICLE XXXV
CIVIC DUTY LEAVE**

An employee covered by this Agreement shall be granted necessary time off with pay for the following:

- A. When performing jury duty. Compensation for the hours that an employee serves as a juror shall be in compliance with State of New Mexico Statutes. The fee the employee receives for serving as a juror shall be turned in to the County except in situations when the employee chooses to utilize paid vacation leave or is on a scheduled day off for such jury duty.
- B. When performing emergency civilian duty in connection with civil defense.
- C. Voting in a national, state, or local election. An employee who is registered to vote shall be granted up to two [2] hours paid leave in order to vote between the voting poll's time of opening and time of closing on Election Day. The employee's supervision may specify the hours of leave and the employee shall take only the time required to go, vote, and return from voting. This leave is not granted to any employee whose workday begins more than two [2] hours subsequent to the time of the opening of the polls, or ends more than three [3] hours prior to the closing of the polls. Employees are encouraged to vote early, absentee, or via mail-in ballot.

**ARTICLE XXXVI
BEREAVEMENT LEAVE**

- A. Bereavement Leave shall be granted in order for an employee to attend the funeral of a member of his immediate family (mother, father, spouse, child, stepchild, sibling, grandparent, parent-in-law, daughter-in-law, son-in-law, pre-acknowledged domestic partner or the mother, father, or child of the pre-acknowledged domestic partner). A bereavement Leave Request Form shall be completed and submitted, along with proof of the familial relationship of the deceased relative, through the chain of command to the Human Resources Director.

- B. A maximum of three [3] bereavement days are allowed for in-state familial deaths and services. A maximum of five [5] bereavement days are allowed for out of state familial deaths & services.
- C. Additional days off may be granted by the Sheriff and the Human Resources Director, however, such additional days shall be charged to accrued annual leave or leave without pay.

**ARTICLE XXXVII
HOLIDAYS**

- A. Legal holidays and all proposed County holidays shall be designated at the beginning of each calendar year by the Sandoval County Commission. The holiday schedule for each year shall be posted and the Union/Association shall be notified in writing of the days so designated.
- B. The County Commission reserves the right to add to or delete from the designated and paid official County holidays each year in accordance with past practice. However, the employees covered by this Agreement shall receive the same holidays as all other employees of the County each year.
- C. Employees covered by this Agreement shall receive eight [8] hours of Holiday pay for each full holiday designated by the County Commission. Holiday pay will be paid at the employee's hourly base rate.
- D. An employee required to work on a day observed as a Sandoval County government holiday shall be paid at the rate of time and one-half [1 1/2 time] for all hours so worked, in addition to receiving holiday pay as noted in paragraph C above.
- E. A holiday that falls during an employee's regularly scheduled workweek will be counted as time worked for the purpose of computing overtime. A holiday that falls on an employee's scheduled days off will not be counted as time worked for the purpose of computing overtime.
- F. To be eligible for holiday pay, an employee must be in pay status or on approved paid leave on his workdays immediately preceding and following the observed holiday.

**ARTICLE XXXVIII
MEMBERSHIP**

- A. Union/Association Dues

1. The County shall, upon receiving an employee-signed authorization, deduct Union/Association membership dues levied by the Union/Association each pay period.
2. The County shall make deductions of Union/Association dues from employee wages without cost to the employee or the Union/Association. All Union/Association dues shall be forwarded to the Union/Association within ten days of withdrawal.
3. It shall be the Union/Association's responsibility to notify the County of any change in the employee's dues deductions by July 15th of each fiscal year.
4. The Union/Association shall pay for the defense of and hold the County and the Sheriff's Office harmless on any and all issues pertaining to its deduction of dues.

B. Membership Objections

1. All membership objections will be solely the responsibility of the Union/Association and the Union/Association will hold the County and Sheriff's Office harmless on any and all issues pertaining to membership objections.

C. Dues Suspended or Terminated

1. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover that payroll period from future earnings. In any period, if the net wages are not sufficient to cover the full withholdings, no deductions shall be made. In this connection, all other legal and required deductions have priority over Union/Association dues.
2. A member may terminate Union/Association membership, by notifying the Union/Association and the County of his intention by means of a signed cancellation, to be submitted to the County Personnel Director. The member must give a minimum of ten days' notice to the County of such intention.
3. The Union/Association will hold the County and Sheriff's Office harmless on any and all issues pertaining to employee termination of membership.

D. Increased Dues

In the event that the Union/Association increases dues, the Union/Association will notify the County at least 30 days prior to the effective date for the dues increase by letter. Dues may not be increased more than once annually.

**ARTICLE XXXIX
WAGE RATES**

Effective the first full pay period following approval from the Department of Finance and Administration of the County's budget for Fiscal Year 2017, bargaining unit employees will receive an increase in accordance with the attached tiered pay plan. The language of Article XXXIX Wage Rates will be amended to reflect the attached tiered pay plan. Should the Department of Finance and Administration not approve the County's budget with regard to the tiered pay plan, the parties will return to negotiations for Fiscal Year 2017 on Article XXXIX Wage Rates only, however, the changes set forth below shall remain in effect.

The probationary period is ordinarily a period of 365 days of continuous service; however, the probationary period may be extended for certain reasons (for example, delayed completion of law enforcement training and certification due to military leave, injury, completion of field training program, etc.) For the purpose of applying the salary tiers below, years of service (anniversary dates) in the bargaining unit will be calculated from the point the employee has successfully completed probation and is represented by the bargaining unit.

Certified / Certified by Waiver:

- Tier 1:** Year one of bargaining unit representation.
- Tier 2:** Year two and year three of bargaining unit representation.
- Tier 3:** Year four and year five of bargaining unit representation.
- Tier 4:** Year six, year seven and year eight of bargaining unit representation.
- Tier 5:** Year nine and subsequent years of bargaining unit representation.

- Tier 1: \$22.25 per hour
- Tier 2: \$23.25 per hour
- Tier 3: \$24.25 per hour
- Tier 4: \$25.25 per hour
- Tier 5: \$26.25 per hour

The Sergeant rate shall be \$27.50_per hour.

**ARTICLE XL
HEALTH AND WELFARE**

The Sandoval County Health and Welfare benefits packages, and which are acquired through participation in the Plan of the City of Albuquerque, shall be available to employees covered

by this Agreement on the same basis as offered to non-bargaining employees of the County. It is further understood that, for the term of this Agreement, the benefits and the costs of those benefits are subject to adjustment upward or downward, including for employees covered by this Agreement, at the discretion of the County and the demands of the marketplace. The cost sharing ratio between County and employee has historically been 70% County/30% employee for the cost of the basic package, including Health, Dental, Long Term Disability, and Basic Life and Accidental Death and Disability. Upon ratification and signing, and for the term of this Agreement, however, the cost of Basic Life Insurance and Accidental Death and Disability for coverage of up to \$50,00.00 [fifty thousand dollars] for employees covered by this Agreement shall be paid entirely by the County.

The Union/Association acknowledges that Sandoval County's Benefits package as enumerated above is "piggybacked" on the Plan of the City of Albuquerque, and Sandoval County does not have the option of making unilateral changes to the Plan.

ARTICLE XLI RETIREMENT

~~For the term of this Agreement,~~ **Effective the first full pay period in September or the month following resolution of impasse, whichever is later,** Sandoval County shall pick up ~~six~~ **eleven** and one half percent (~~6.5-~~**11.5**%) of the employee's contribution to the New Mexico Public Employee's Retirement Association Plan [PERA].

ARTICLE XLII PUBLICATION OF AGREEMENT

The Agreement will be published on the County's website. The Union/Association will be responsible for explaining and providing a copy of the Agreement to bargaining unit employees. The County will be responsible for explaining and providing a copy of the Agreement to Management.

ARTICLE XLIII VEHICLES

- A. Except as otherwise provided herein, the Sheriff's Office Standard Operating Procedures, providing for a Take Home Car Program, shall be followed subject to sufficient and specific budget appropriation.
 1. Vehicle maintenance is a required up keep in order to properly maintain the proficiency, safety and longevity of County owned vehicles; when vehicles require maintenance, such maintenance shall be at the County's expense and time. A comparable vehicle will be

assigned (if available) to the employee until the employee's issued vehicle has been repaired and/or serviced properly.

- a. All vehicle maintenance will be scheduled by the employee with the County Maintenance Shop prior to taking the vehicle for service.
2. Employees will be allowed and shall deliver their assigned vehicle to the County Maintenance Shop while on duty and, if available, pick-up a Sheriff's Office pool unit. If the employee must deliver his assigned unit while off duty, he will be compensated for actual time to deliver the vehicle.
 - a. Employees using Sheriff's Office pool vehicles shall be responsible and shall assure that pool vehicles are returned cleaned and fueled and shall report any repairs if needed. Employees will be allowed and shall perform such duties during their normally scheduled work time.
3. Sheriff's Office vehicles will be used in service until determined unsafe or inoperable by the County Maintenance Department. If the County Maintenance Department determines a vehicle to be unsafe or inoperable the vehicle will be repaired or taken out of service at the decision of the County Maintenance Department.
4. Personal use of Sheriff's Office vehicle is prohibited. Sheriff's Office vehicles are approved for the following use:
 - a. To and from work;
 - b. To purchase Sheriff's Office job-related uniforms and equipment in Rio Rancho or Albuquerque;
 - c. To and from firing ranges approved by the Sheriff or designee in Sandoval County, Santa Fe County, or Albuquerque.
 - d. To gymnasiums within ten (10) miles of the employee's home and/or the Sheriff's Office immediately before or immediately after the employee's shift for physical conditioning;
 - e. For other business directly related to Sheriff's Office duties with prior approval from a non-bargaining unit supervisor.

**ARTICLE XLIV
AGREEMENT BETWEEN PARTIES**

A. Severability

1. Should any part of this Agreement or any provision contained herein be declared invalid by a District Court of competent jurisdiction, the validity of the remaining portions shall not be affected. Should this occur, the parties may agree to bargain a replacement provision.

B. Zipper Clause

1. It is understood and agreed by and between the parties hereto that this Agreement is the only existing Agreement between the parties and replaces any and all previous Agreements, and this Agreement incorporates the entire understanding of the parties on the issues which were the subject of negotiations at the time.

C. Amendment by Memorandum of Understanding

1. For the life of this Agreement, each party waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject matter. However, the matters within this Agreement may be amended or interrupted during the term of the Agreement by mutual written Agreement in the form of a Memorandum of Agreement. The County will be responsible for its distribution to all covered employees.

D. Term of Agreement

This Agreement shall be effective upon ratification by the Union/Association and acceptance by the Sandoval Commission, or July 1, 2016, whichever is later, and shall remain in effect through the thirtieth [30th] day of June, 2019, except that if the parties are at an impasse on the last day, then this Agreement shall remain in full force and effect pursuant to the County's Ordinance for Collective Bargaining.

Either party may request to reopen negotiations by filing written notice on the other party no later than March 30, 2017, and March 30, 2018, respectively. Such reopener will be limited to one (1) economic item and two (2) non-economic items identified by each party. The Union/Association shall notify the Human Resources Director in writing prior to April 1, 2019, if it desires to renegotiate the Agreement for Fiscal Year 2020 and subsequent years.

IN WITNESS THEREOF, the parties have signed their names and affixed the signature of their authorized representatives on this _____ day of _____, 201 ____.

SANDOVAL COUNTY COMMISSION

~~Darryl F. Madalena~~ **David J. Heil**, Chairman

Doug Wood, Sheriff

ATTEST:

~~Nora Scherzinger~~ **F. Kenneth Eichwald**, Vice Chairman

~~James Dominguez~~ **Dr. James F. Holden-Rhodes**, Member
Garbagni, County Clerk

Eileen

Don G. Chapman, Member

~~Glenn Walters~~ **Jay C. Block**, Member

NEW MEXICO COALITION OF PUBLIC SAFETY OFFICERS

~~David Griffith, President~~ **Adrian Terry, Lead Negotiator**
New Mexico Coalition of Public Safety Officers

Date

~~Eric A. Miller~~ **Jacob Trujillo**, President
Sandoval County Sheriff Deputies Association

Date

**COLLECTIVE BARGAINING
AGREEMENT
BETWEEN

SANDOVAL COUNTY
AND
NEW MEXICO COALITION OF
PUBLIC SAFETY OFFICERS**

EFFECTIVE JULY 1, 2016 THROUGH JUNE 30, 2019

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INTRODUCTION

THIS AGREEMENT is entered into this 1st day of July, 2016, by and between the County of Sandoval, a political subdivision of the State of New Mexico, hereinafter referred to as the "County", and the New Mexico Coalition of Public Safety Officers hereinafter referred to as the "Union" on behalf of the Sandoval County Sheriff Deputies Association hereinafter referred to as the "Association" and the covered employees of the Sandoval County Sheriff's Office.

WHEREAS, the purpose of this Agreement is to:

1. Strive to maintain harmony, cooperation and an understanding between the County and employees of the term and conditions of employment;
2. Provide orderly collective bargaining relationships between the County and the Union/Association;
3. Secure prompt and fair disposition of grievances;
4. Assure the efficient operation of the County and uninterrupted service to its citizens; and
5. Through a productive, constructive relationship between the County and its employees, provide and improve quality of law enforcement services and enhance the professional standards of the employees.

Any time the masculine gender is used in this Agreement it shall also apply to the female gender. All provisions of this Agreement shall apply to male and female employees alike.

ARTICLE I MANAGEMENT RIGHTS

Unless limited by the provisions and articles found within this collective bargaining agreement or by other statutory provision, the county may:

- A. Direct the work of, hire, promote, assign, transfer, demote, suspend, discipline, discharge or terminate county employees;
- B. Determine qualifications for employment and the nature and content of personnel examinations;
- C. Take actions as may be necessary to carry out the mission of the County or the Sheriff's Office in emergencies;

- D. Retain all rights not specifically limited by this collective bargaining agreement or by the County's Ordinance on Collective Bargaining.

**ARTICLE II
UNION RIGHTS**

The County recognizes the New Mexico Coalition of Public Safety Officers as the exclusive bargaining representative and agent for all covered employees of the Sandoval County Sheriff's Office, hired to perform various public safety-law enforcement functions, in the ranks as described in subsection 1., below.

1. This Agreement shall apply to work performed by all certified, non-probationary Deputies/Detectives, and Sergeants of the Sandoval County Sheriff's Office, as designated by the New Mexico Public Employee Labor Relations Board following the representation election held on November 28, 2008. The Union/Association may bargain for these employees in negotiating wage rates, work hours, and other conditions and terms of employment as defined by the County's Ordinance on Collective Bargaining.
2. Specifically excluded from the scope of this agreement are employees of the Sandoval County Sheriff's Office who are newly hired probationary employees, or management, confidential or supervisory as defined under the County's Ordinance on Collective Bargaining.
3. The Union President or his/her designee shall provide a list in writing to the Human Resources Director of all Officers/Stewards/Representatives by September 1st of every year, and any time a change occurs.
4. Position Changes

If during the term of this agreement the Sheriff's Office creates a new classification within the ranks of Deputy to Sergeant or determines that an existing bargaining unit position should be re-evaluated, the Union/Association shall be notified of the proposed job title, job description, and pay rate before implementation. If the Union/Association is not in agreement with the proposed determination, it may, within ten [10] working days, request a meeting with the Sheriff or his designee and the County Personnel Director in order to discuss any concerns.

**ARTICLE III
STANDARDS, POLICIES, AND PROCEDURES**

- A. The Union/Association, in agreeing to this Article, recognizes and accepts the Sandoval County Personnel Rules and Regulations and Sexual Harassment Policy. The

Union/Association also recognizes and accepts the Sheriff's Office Standard Operating Procedures and the Sheriff's Office Rules of Conduct.

- B. The Parties acknowledge that it may be necessary to modify the Sandoval County Sheriff's Office Standard Operating Procedures and Rules of Conduct, and/or the Sandoval County Personnel Rules and Regulations from time to time. Nothing in this Agreement shall constrain the ability of the County to make such changes.
- C. The union/Association shall be given a minimum of thirty [30] calendar days' written notice prior to adoption of any change in Procedure, Rule, or Policy that would affect wages, hours, or terms and conditions of employment for employees covered by this Agreement. Union/Association objections if any, are to be addressed with the Sheriff's office and/or the Personnel Director within ten [10] business days following receipt of notice.
- D. This Article in no way limits the right of the Sheriff's Office to publish interpretive memoranda of current Sheriff's Office Standard Operating Procedures or Rules of Conduct, or of adopting new procedures or rules that are consistent with this Article.
- E. The Parties acknowledge that a violation of the Sheriff's Office Standard Operating Procedures or Rules of Conduct, and/or the Sandoval County Personnel Rules and Regulations may be both exclusive or inclusive of each other. However, if a situation arises in which an employee covered by this Agreement is alleged to have violated provisions of both the Sheriff's Office Standard Operating Procedures and/or Rules of Conduct and the Sandoval County Personnel Rules and Regulations in a single infraction, for clarity and to assure the employee is made fully aware of the alleged violations, the subsequently proposed disciplinary action for the violation[s] will be addressed in a single Notice of Contemplated Action. There will be no separate disciplinary actions for violations of the Sheriff's Office Standard Operating Procedures and/or Rules of Conduct and the Sandoval County Personnel Rules and Regulations arising from one incident.

ARTICLE IV APPLICABILITY

The Sandoval County Personnel Rules and Regulations shall control any employment issue not addressed by the provisions of this Agreement. However, if the provisions of this Agreement and the Sandoval County Personnel Rules and Regulations conflict, the provisions of this Agreement shall control for bargaining unit personnel.

**ARTICLE V
ALLOCATED MEETING TIME**

- A. Union/Association team members who are County employees shall be allowed to attend and participate in negotiations with representatives of Sandoval County and the Sandoval County Sheriff's Office for renegotiation of the Agreement. Such attendance shall be on the employees own time, except that, in accordance with Article XXXV, Vacation Leave, they may utilize their own paid vacation leave for such meetings that are held during their normal duty hours. In addition, employees not directly participating in CBA negotiations sessions shall be allowed to donate their accrued Vacation Leave in one-half (½) hour increments to the employees on the Union/Association negotiating team to be used for compensating team members for time spent in negotiations. Donors must maintain a minimum balance in their own Vacation Leave accrued benefit account of at least forty (40) hours to be eligible to donate. Donors shall complete a Donation of Vacation Leave form, signed by themselves and the individual to whom they wish to donate, and submit it to the County Payroll Department.

- B. When the Sheriff, his designee, or other County Management requests the assistance of the Union President or designee to resolve a matter, the President/designee will attend such meeting with management on paid time if the meeting occurs during the employee's regular work hours.

- C. Union/Association business is not County business and, therefore, cannot and shall not be conducted on duty time. The employees, and the Association, the officers and stewards may, on non-duty unpaid time, perform the following duties and activities:
 - 1. Work with the Sheriff's Office senior management and the Sandoval County Human Resources and Risk Management Director to resolve disputes prior to the application of the grievance and arbitration procedure.
 - 2. Report to the Association's local president any alleged infractions of the Agreement which have not been resolved between themselves and the County's representatives.
 - 3. Attend Labor Management meetings.
 - 4. Introduce new employees to the Union/Association and the Agreement.
 - 5. Post Union/Association information and bulletins on the bulletin board provided by the Sheriff's Office for Union/Association use. It is understood that no posting shall be of a derogatory nature toward the County, the Sheriff's Office, or any employee.

- D. Employees may request to take leave to attend official Union/Association meetings, conventions, or functions of the NMCPSO/CWA provided such attendance does not compromise minimum staffing. Leave requests are required to be submitted at least fourteen (14) days prior to taking the leave. Permission shall not be unreasonably

withheld and the response shall be provided within five (5) work days from the submittal of the request.

**ARTICLE VI
EMPLOYMENT PROCEDURES/NONDISCRIMINATION**

The County and the Union recognize that they are required by law to not discriminate against any employee because of race, creed, color, national origin, sex, veteran status or disability and hereby declare their acceptance and support of such laws. The parties also agree to comply in all respects with all applicable laws and regarding nondiscrimination.

**ARTICLE VII
STAFFING**

Sandoval County, the Sandoval County Sheriff's Office and the Union/Association agree that it is in the best interest of the citizens of the County to provide appropriate and reasonable staffing levels for the Sheriff's Office. In that regard, the County and the Union/Association commit to working toward serving the public based on population growth, calls for service, statistical increases in criminal activity, if any, community outreach programs, and the need for increased covert or overt activities of any kind. The parties also recognize that budgetary constraints may impact implementation of this joint effort.

The venue for discussion of staffing levels shall be the Labor/Management meetings provided for in Article V of this Agreement. Staffing proposals or recommendations submitted by the Union/Association shall be based on sound resource allocation models and principles that take into account the specific needs of the County and Sandoval County Sheriff's Office and historical public safety data. The Sheriff shall continue to make all final decisions on staffing requirements.

**ARTICLE VIII
WORK SCHEDULES AND PAY PERIOD**

A. Definitions for this Article

1. FLSA – Fair Labor Standards Act
2. SCPP – Sandoval County Personnel Policy
3. Overtime – as defined by 29 U.S.C.A § 207 of the Fair Labor Standards Act
4. RDO – Regular Day Off
5. Recall – When an employee is required to work his day or other time off.
6. Straight Time – An employee's normal, base hourly rate.
7. Time and One-Half – as defined by 29 U.S.C.A. § 207 of the Fair Labor Standards Act.

- B. The County and Sheriff's Office shall assess the public safety needs based on available staffing levels, occurrence of calls for service, and employees shall be scheduled for work consistent with that assessment and this Agreement. Work schedules include any mandatory appearance to perform essential job functions noted in the employees' job description.
- C. Patrol Division, Criminal Investigations, Civil/Court or other assignments
1. Workday – The normal workday for the Sheriff's Office shall be 8, 10 or 12 hours or any combination as assigned by the Sheriff's Office.
 2. Workweek – A normal scheduled workweek shall consist of a total of forty (40) hours with consecutive days off. The workweek will be in accordance with that set forth by the Sheriff's Office.
 3. WorkPeriod – The County has adopted the Section 207(k) provision of the Fair Labor Standards Act in which the County shall not be required to pay the overtime rate of pay (time and one-half) for these employees until such employee has worked more than eighty-six (86) hours in a two (2) week pay period.
 4. WorkShifts – Normal workshifts may include day, swing, and graveyard shifts, or day and graveyard shifts, and shall be subject to shift bid with the provision which will allow the Sheriff temporary change for unforeseen manpower shortages.
 - a. Graveyard shifts shall be the first shift of the workday/workweek and shall commence between the hours of 2000 hours and 0200 hours.
 - b. Day shift shall be the second shift and shall commence between 0600 hours and 12 noon.
 - c. Swing shift shall be the third shift and shall commence between 1200 noon and before 2000 hours.
 - d. Graveyard shift shall be the second shift, when only two shifts exist, and shall commence between 1800 hours and 2200 hours.
 5. Pay Period – The pay period for employees shall be two consecutive workweeks, or 14 days.
 6. Breaks and Meal Periods
 - a. The employee's normal workday will include at least a half-hour meal break and two 15-minute breaks within an eight hour shift worked each workday, unless otherwise provided in this Agreement.

- b. Breaks and meal periods occur as business needs allow. Breaks and meal periods cannot be combined or accumulated.
- c. Breaks and meal periods can be interrupted and adjusted to accommodate a call for service or if staffing is compromised.
- d. Changes to an employee's work schedule will be documented on the Sheriff's Office Time Accountability Form.

7. Adjustments to Work Schedule

- a. A bargaining unit employee's work schedule may be adjusted during the work period up to a maximum of six (6) hours with time off to avoid overtime prior to reporting to work on the day given off with at least eight (8) hours advance notice, unless otherwise agreed to by the employee.
- b. A bargaining unit employee's regular work days or assigned shift may be changed with seven (7) days' notice, except in extenuating circumstances.

**ARTICLE IX
REGULAR OVERTIME AND COMPENSATORY TIME**

- A. Employees working under this Agreement shall be paid overtime and/or be permitted to accrue compensatory time in conformance with this Agreement.
- B. Regular Overtime
- C. Definition – Public Safety work that is compensable in excess of that time set forth by 29 U.S.C.A. § 207 of the Fair Labor Standards Act.
- D. The appropriate supervisor shall approve all regular overtime prior to an employee performing the work if possible.
 - 1. Employees performing overtime without pre-approval in emergency circumstances will notify the on duty supervisor as soon as possible and obtain approval to continue with the overtime.
- E. When a supervisor authorizes an employee to work beyond his regularly scheduled shift (including time before and after a scheduled shift), the employee shall be paid the appropriate overtime rate as follows:
 - 1. The employee's rate of pay shall be straight time up to and including the eighty sixth (86th) hour of the work period and time and one-half after the eighty sixth (86th) hour of the work period.

F. Overtime is calculated for time actually worked. Any leave (annual, sick, etc.) taken will not be credited towards overtime compensation.

G. Overtime and Recall for employees - Procedures

1. Regular Overtime and Recall – When minimum staffing as established by the Sheriff's Office is compromised, the recall of employees for regular overtime shall be filled by employees with the most seniority, unless there is an immediate need to fill a position due to, for example, an employee using sick leave.

H. Overtime and Recall Restrictions

1. Employees that have worked seven previous days without a day off shall not be considered for forced overtime, unless the Sheriff's Office is in a state of emergency.

I. Compensatory Time

1. An employee shall have the option of receiving overtime compensation in pay or compensatory time. An employee may accumulate no more than one hundred twenty [120] hours of compensatory time.
2. An employee who has submitted a leave request to use compensatory time shall be permitted to use such time if the use of the compensatory time does not unduly disrupt the operation of the Sheriff's Office or if the request will not require another employee to work overtime.
3. Earned compensatory time shall be cashed out only upon separation of employment

ARTICLE X EXTRA DUTY AND SHERIFF'S OVERTIME

A. Definitions

1. Extra Duty: Is defined as overtime produced by federal and state grants such as, but not limited to, Operation Buckle Down [OBD], Selective Traffic Enforcement Program [STEP], Operation DWI [ODWI], Click it/Ticket, Community DWI [CDWI], Cibola and Santa Fe National Forest and the Army Corp of Engineers.
2. Sheriff's Overtime: Is defined as overtime that is usually contracted with a private company or organization by the Sheriff's Office for public safety services such as, but not limited to, security details, movie sets, special concerts, special events and traffic control details.

B. Overtime will be offered based on the needs of the assignment and when offered to bargaining employees will be by seniority on a rotating list and on a voluntary basis.

1. Should there not be enough bargaining employees to cover the offered overtime, the Sheriff's Office shall assign employees to cover the overtime in reverse order of seniority from those not otherwise on regular duty at the time the assignments must be manned.
 2. Employees shall be limited to one (1) seniority based overtime detail per offered assignment until the entire seniority list is exhausted.
 3. No employee will accept Extra Duty or Sheriff's overtime assignments that will result in the employee working more than sixteen (16) hours in a twenty-four (24) hour period.
- C. Insofar as reasonably achievable, the Sheriff's Office shall schedule Extra Duty and/or Sheriff's Overtime in advance. However, at times entities require or request immediate support or specific covered employees. In such cases, employees may be scheduled without adhering to the above procedures.
- D. The rate of pay to an employee for Extra Duty and Sheriff's Overtime assignment shall be no less than the employee's time and a half [1 ½] rate for all hours worked.

ARTICLE XI PAYROLL

A. Timesheets

1. Each employee is responsible for completing his own timesheet to reflect accurately:
 - a. The actual number of hours worked each day.
 - b. Any absences [leave; i.e.: vacation, sick, etc.].
 - c. Any compensatory time in lieu of salary.
 - d. Any overtime.
2. Completed timesheets shall be turned in to the employee's Chain of Command by Wednesday [at the end of the two-week time period]. Employees will be able to make necessary adjustments to timesheets until Monday morning at 9:00 am of the new pay period.
 - a. Supporting documentation [overtime slips, leave forms, etc.] must accompany the completed timesheets. Employees are required to submit for all overtime and compensatory time within the pay period it was earned.
 - b. Employees who fail to submit a completed timesheet in a prompt manner as outlined above shall receive a paycheck for actual hours worked plus leave time,

if any, with a timesheet completed by their immediate supervisor. Overtime pay missed shall be submitted by the employee and paid in the next regular paycheck.

- B. Changes to time reporting procedures may be introduced due to the adoption by the County of a new Information System. Such changes will be explained to/discussed with the Association upon implementation, and are not to impact on hours worked, pay rates or working conditions of covered employees.

ARTICLE XII SHIFT/POSITION BID

- A. The Sandoval County Sheriff's Office shall conduct semi-annual shift bids. The current Sheriff's Office Work Schedule with regards to respective locations, shifts and hours of operation shall be followed, to include Patrol, Criminal Investigations and the Civil Division. Assignments to Narcotics and Criminal Investigations shall be on a two year basis, but may be decreased or extended by the Sheriff, based on the needs of the Sheriff's Office. The reasons for any deviations from the standard shift rotation will be discussed with the Union/Association. If said time is increased or decreased by more than six [6] months, then the Union/Association must agree to the change before it is implemented. Requests to extend or reduce time shall be based on just cause and may not be reasonably denied if such is the case.
 - 1. The Sandoval County Sheriff's Office shall bid semi-annually. The new shift schedule becomes effective the first Saturday of April and October of each year.
 - 2. The Sheriff's Office shall post the seniority list and pre-determined work schedule fifteen [15] days before the posted bid date. The seniority list shall include the time adjacent to the employee's name when he is to call and place his bid. If the employee fails to call within fifteen minutes he is moved to the bottom of the seniority list. An employee who is on pre-approved leave and out of communication shall provide a written request for preferred assignment prior to the bid date. An employee on emergency leave shall telephone in prior to the actual bid date. In either case, the employee shall list up to five [5] bid choices.
 - 3. At the Sheriff's discretion and manpower permitting, the Criminal Investigations Unit may have one detective slot for assignment of a bargaining unit member on a six month rotation basis. The purpose of this slot is for cross-training patrol deputies.
- B. The Sheriff's Office work schedule shall be filled by order of seniority.
 - 1. After the shift bid has been completed and the employees have been assigned shifts and days off, any employee who requests a transfer from one shift to another will be considered by the Sheriff on a case by case basis. There will be no bumping allowed.

2. If an employee is transferred at the initiative of the Sheriff's Office, he may bump on the basis of seniority providing such transfer was not disciplinary in nature.
 3. Should a position become available on a shift after the shift bidding has taken place, the position shall be filled by assignment, based on the needs of the Sheriff's Office.
- C. For the purpose of providing, maintaining and securing the public safety needs to the citizens of Sandoval County and for deputy safety, the Sandoval County Sheriff's Office insofar as reasonably achievable shall maintain appropriate staffing levels.

ARTICLE XIII SHIFT DIFFERENTIALS

- A. Employees covered by this Agreement shall be entitled to shift differential for their regularly assigned Graveyard or Swing shift assignments as those shifts are designated in Article IX, Work Schedules and Pay Period as follows:

Graveyard Differential = \$0.44 per hour
Swing Differential = \$0.30 per hour

- B. Shift differential shall be counted as part of the base wage for the purpose of computing the overtime rate.
- C. In clarification of the above, a Day shift employee working an overtime assignment on a Graveyard or Swing shift does not receive a shift differential. Employees regularly assigned to Graveyard or Swing shifts and working overtime on Day shift do receive the shift differential of their normal shift for hours worked.

ARTICLE XIV PROMOTIONS

- A. The Sheriff's Office retains the right to promote employees covered by this Agreement as the needs of the Sheriff's Office dictate. Employees may be promoted to an "acting" rank on a temporary basis, not to exceed six [6] months, for the express purpose of providing personnel with "hands on" experience with increased duties and responsibilities in such "acting" positions, or to fill in for absent bargaining unit employees. The employee shall have the right to accept or reject the appointment to the "acting" rank.
- B. Vacant and/or newly created promotional positions within the bargaining unit shall be posted for consideration by eligible employees. Notices shall include the minimum qualifications for the position and the deadline to submit a request to participate in the promotional process. Employees shall signify their interest by submitting a written application to the Sandoval County Human Resources Director for consideration, and a copy to the Sheriff through the chain of command.

- C. Oral interviews and written tests will be administered to personnel desiring to participate in the promotional process for bargaining unit positions. On approximately an annual basis, or more frequently if conditions dictate, as determined by the Sheriff's Office, a board of employees designated by the Sheriff, including members of the bargaining unit, shall conduct the oral interviews, oversee the written testing process, and make recommendations to the Sheriff as to employees meeting promotional qualifications within the bargaining unit. The Sheriff's Office shall maintain a bank of questions appropriate to each rank within the bargaining unit, and questions for the written test shall be randomly selected for each promotional test. Questions may be added, deleted, or modified from time to time to assure fairness. These provisions will not apply if standardized testing is utilized.
- D. The names of employees who receive satisfactory or better on the oral interviews and a grade of 70% or more on the written examination shall be placed on "eligible for promotion" lists which are then submitted to the Sheriff. If a standardized test determines a different percentage for a passing grade, the applications for promotion will be informed of the percentage in advance of the testing date. Promotions within the bargaining unit shall be made from the eligible for promotion lists until the lists are exhausted or twelve [12] months passes from the date the testing process is posted. The candidates shall be placed in ranking order according to their scores from the oral board and the written test. The Sheriff shall make his selection for promotion from among those on the eligible for promotion lists. For the initial promotion selection from a promotion list, the Sheriff shall choose from among the top three [3] scoring candidates [Rule of Three]. For subsequent promotions from that particular list, candidates shall be offered the promotion based on their scores as noted above, taking the top scoring employee remaining on the list first, until a period of twelve [12] months has elapsed. The Rule of Three can be used only for the first promotion from each promotional list.
- E. Employees who have received discipline of a written reprimand or above are not eligible to participate in the promotion testing process or to be promoted, until at least twelve [12] calendar months have elapsed since such discipline was levied.
- F. Employees promoted to a higher classification within the bargaining unit shall be on a trial basis for twelve [12] months on the job following the date of such promotion. If during the trial period the employee does not perform the job's duties as required, he shall be returned to his former classification and former rate of pay.

ARTICLE XV
TEMPORARY ASSIGNMENTS

- A. Employees assigned to act in a higher bargaining unit capacity requiring a higher level of responsibility [i.e., Deputy to Sergeant] for a period of one [1] week or longer shall be entitled to a temporary wage adjustment up to the minimum rate of the classification to

which the lower classified employee is being temporarily assigned or an increase of \$.50 per hour, whichever is greater, for the duration of such assignment.

- B. The employee shall revert to his original wage upon completion of the temporary assignment.
- C. Temporary assignments will be made based on the qualified deputies on a shift, not only on a seniority basis.
- D. Deputies shall have the right to discuss with senior supervision [Lieutenants or Captain] issues they might have, if any, concerning temporary assignment to a Sergeant position. An employee may decline such an assignment if he feels it is not in his best interest.

ARTICLE XVI MENTAL HEALTH

The County recognizes that from time to time employees may experience personal problems that can affect their job performance. As a result, the County shall offer an Employee Assistance Program to employees covered by this Agreement on the same basis as is provided for other County employees.

The program is designed to assist employees with personal issues in a confidential nature. At the discretion of the employee, he may voluntarily submit to counseling and remain anonymous.

ARTICLE XVII FITNESS FOR DUTY

- A. The Sheriff's Office may observe a decline in an employee's job performance and have a credible basis to question the employee's fitness for duty. As a result, the Sheriff's Office, with concurrence of the Personnel Director, may order a Fit for Duty Evaluation at the County's expense, with pay, and all the findings shall be made available to the employee. These findings will be kept confidential and in compliance with State and Federal Law as it relates to a person's Health Records and Information.
- B. The County and Sheriff's Office may temporarily assign employees to alternative shifts or leave status, and not to exceed 60 days, unless additional time is agreed upon by the Union/Association, when an employee has a hardship that may require an adjustment to their normal shift, days off, type of work or otherwise. The employee may utilize his own paid leave, followed by Leave Without Pay, for such absences. The hardship must be demonstrated in writing and approved by the Sheriff and Human Resources Director.

- C. Physical Requirements

1. The County may require that a physical examination be conducted when there are valid concerns about an employee's physical ability to safely perform his normal job duties.
2. Any report resulting from any examination specified above shall be made available to the employee involved upon written request by said employee.
3. The County will not use the results of any of the above physical examinations for disciplinary purposes unless the results show that the continuation on the job by said employee would be detrimental to himself or hazardous to other persons.

D. Confidentiality

Information related to mental, psychological, or physical conditions shall be treated as Confidential in accordance with Federal HIPAA regulations.

**ARTICLE XVIII
SUBSTANCE ABUSE POLICY**

The Union/Association and the County agree to abide by the County's Drug and Alcohol Policy and by the Sheriff's Office Policy and Procedure on Drug and Alcohol Testing, which are incorporated into this agreement by reference. Any County or Sheriff's Office proposed changes to these policies, except as dictated by federal or state regulation or statute, shall be discussed with the Union/Association prior to implementation.

**ARTICLE XIX
INOCULATION AND IMMUNIZATION**

- A. The Sheriff's Office shall continue to offer Hepatitis B Vaccinations [HBV] as required by OSHA standard at no cost to employees covered by this Agreement.
- B. An employee must exercise care when exposed to contagious diseases or hazardous materials. If an employee is exposed to a contagious disease or hazardous material while performing his duty, such exposure must be immediately reported by the employee to his/her supervisor and documented to be reported to Risk Management. In such events, the Sandoval County Sheriff's Office agrees to pay the expense for inoculation, immunization and health care incurred by the employee.
- C. If the County offers any other inoculations, vaccinations or flu shots to other County employees, employees covered by this Agreement will be offered the same inoculations, vaccinations or flu shots.

**ARTICLE XX
DEATH BENEFITS**

The families [Spouse and Children] of employees covered by this Agreement shall be entitled to any benefits that other County employees' families are entitled to in the event of the death of the employee in the line of duty, those benefits include:

1. Family members covered by the County benefit plans are eligible to receive counseling through the County's Employee Assistance Plan [EAP]. The EAP counseling is provided at no cost to the family and may be coordinated with the employee's family's medical insurance plan.
2. The County will pay \$10,000 to the beneficiaries of any employee killed in the line of duty.
3. Employees covered by this Agreement are eligible to purchase Life Insurance through the Sandoval County Benefit Plan. The County shall pay for the cost of Basic Life and Accidental Death Insurance coverage of up to \$50,000 in accordance with Plan rules.
4. Other benefits may be provided via New Mexico Workers' Compensation Insurance coverage and the New Mexico State Death Benefit for Public Safety Officers as well as the Federal Public Safety Officers' Benefits Program through the U.S. Department of Justice.

**ARTICLE XXI
COURT TIME**

- A. Employees shall be required to appear in judicial and administrative courts of law for adjudication of offenders or as otherwise requested.
- B. When an employee is required to appear on behalf of the County on his regularly scheduled time off, he shall be paid at the appropriate overtime rate.
 1. The Sheriff's Office shall pay actual hours worked for appearing at a trial, judicial conference, or hearing, unless the trial, judicial conference, or hearing is in Cuba, in which case the employee will be guaranteed a minimum of three (3) hours for appearing.
 2. If a court appearance begins within fifteen (15) minutes after the end of an employee's regularly scheduled shift, it shall be considered a continuation of the shift and compensated at straight time.
 3. If a court appearance begins more than fifteen (15) minutes but no later than two (2) hours after the end of an employee's regularly scheduled shift, the employee will be paid for actual hours worked with a guaranteed minimum of two (2) hours from commencement of the scheduled hearing time.

4. If a court appearance begins two (2) hours or more before or after an employee's regularly scheduled shift, the employee will be guaranteed a two (2) hour minimum, paid at time and one half.
 5. If a court appearance begins less than two (2) hours before an employee's regularly scheduled shift, it shall be considered part of the shift and compensated at straight time.
- C. An employee shall not receive additional compensation for court time when the appearance has occurred during the regularly scheduled hours of the employee. The employee shall not receive the two hour minimum for time the employee is held over in court concurrent with a regularly scheduled shift. Such time will not be considered court time and will be compensated as actual hours worked and included in the calculation for overtime.

ARTICLE XXII DISCIPLINARY ACTIONS

- A. Disciplinary Action may be taken for just cause. Disciplinary actions shall include, but not be limited to, written reprimands, suspension without pay, demotion, discharge, or revocation of privileges such as loss of take home vehicle.
- B. The Sheriff or his designee shall notify, in writing, any employee who is the target of an internal affairs investigation. Such notification shall not disclose any facts of the investigation or allegation, but merely the nature of the investigation or allegation. The notification shall also include any assigned investigative numbers, the name of the employee under investigation, and notice of the right to an uninvolved Association representative. An employee may notify the Association of the impending investigation. Information shall not be released in cases when release of information may jeopardize the investigation.
- C. Disciplinary Actions may be imposed for infractions of state, county, or federal statutes, Sandoval County Personnel Rules and Regulations, Sandoval County Sheriff's Office Standard Operating Procedures and Rules of Conduct, or directives.
- D. Corrective Actions and Performance Improvement Plans may be imposed. Corrective Actions include, but are not limited to, written warnings, employee training, counseling, and goal-setting. The purpose of Corrective Action is to provide the employee an opportunity in a positive way to improve his behavior, skills, or job performance and conform to acceptable standards.
- E. Disciplinary Actions are to be taken within thirty [30] days of the completion of investigation, unless the Sheriff notifies the Association President of extension of the time limit.

- F. Notations regarding oral warnings, documented oral warnings, written warnings, and revocation of privileges shall be maintained in the Sheriff's Office and are not grievable. Written reprimands, Corrective Action Plans, and documentation of suspensions are to be maintained in the Sandoval County Human Resource Office. All filings shall be consistent with the requirements of New Mexico state statutes 29-14-1 through 29-14-11 [Peace Officer Employee – Employer Relations].
- G. When an employee is to be interviewed regarding a possible infraction, the requirements of the New Mexico Peace Officer Employee/Employer relations act shall be followed. The role of the Union/Association representative shall be limited to minor or procedural items only, and the representative shall not interfere with an investigation. The employee may confer with the representative as necessary or desired. Employees also may waive their right to be accompanied by a Union/Association representative.
- H. Disciplinary Actions involving suspension, demotion, or termination, may be disputed through the Formal Dispute Resolution Procedure [Article XXIII] or the Grievance Procedure provided in the County's Personnel Rules and Regulations [Article VIII]. An employee will make an irrevocable election within the ten (10) day time limit to grieve, choosing either the Dispute Resolution Procedure herein or the Grievance Procedure in the Rules and Regulations. Once an election has been made, the employee may only proceed under the elected procedure. An employee who chooses the Formal Dispute Resolution Procedure with regard to a suspension, demotion, or termination shall file directly to Step 2 within the ten (10) business days' time limit.

**ARTICLE XXIII
FORMAL DISPUTE RESOLUTION PROCEDURE**

- A. The purpose of the dispute resolution procedure is to resolve, at the lowest possible administrative level, all disputes which may arise out of the interpretation of this contract. This shall be the only dispute resolution procedure for bargaining unit employees for alleged violations of the collective bargaining agreement not involving disciplinary actions.
- B. Definitions
 - 1. "Dispute" means a formal written complaint by a covered employee or the County alleging that there is a violation of this Agreement; such as a matter involving the enforcement, application, or interpretation of this Agreement, disciplinary action that results in discharge or any demotion with a loss of pay, or suspension. Disputes may be resolved at any step of the dispute resolution process, up to and including arbitration.
 - 2. "Disputant" or "affected employee" means a covered employee or group of covered employees, the Union/Association, or the Sheriff's Office.

3. "Business Day" means a normal business day when the County offices are open to the public and shall not include legal holidays or other times when the County offices are not open for public business.

C. Procedural Steps in the Dispute Resolution Procedure

Step 1 – A Dispute shall not be considered and the Dispute shall be deemed to have been waived unless it is submitted in writing no later than ten (10) business days after the affected employee knew or reasonably should have known of the action, which precipitated the Dispute. The affected employee(s) shall discuss the written Dispute with a non-bargaining supervisor and the supervisor who initiated the action giving rise to the Dispute within seventy-two (72) hours of the filing of the grievance. The written dispute shall include the following and shall be signed and dated by the employee:

Employee's Name
Department
Job Title
Disputed Action or inaction
Date of disputed action or inaction
Redress/remedy requested
Name of the Representative, and
Article/Section of the Contract alleged to have been violated.

The purpose for the employee putting the Dispute into written form is to preserve the employee's rights for further appeals as necessary and to provide the County and Sheriff's Office with adequate and timely notice of the nature of the dispute. If at this point the parties are unable to resolve the Dispute, the Dispute shall proceed to Step 2. The time limits for Step 2 will begin on the day following the meeting with the supervisor.

Step 2 – The affected employee shall discuss the Dispute with the Sheriff or his designee if it is determined by the Sheriff or his designee that the matter has been preserved by the Disputant having tendered written notice of a continued Dispute within five (5) business days after the meeting with the Supervisors. The Dispute shall not be considered and shall be deemed to have been waived if it is determined that the Dispute has not been presented within the time period set forth above. The Sheriff or his designee shall meet within seventy-two (72) hours with the employee and such other personnel as he deems appropriate to resolve the dispute. The Sheriff shall have five (5) business days immediately following the meeting to respond to the Dispute. The time limit may be extended by mutual agreement of the parties. If at that point the parties are unable to resolve the Dispute, the Dispute shall proceed to Step 3. The time limits for Step 3 begin on the 10th day following the meeting with the Sheriff or his designee.

Step 3 – The affected employee shall discuss the Dispute with the Human Resources Director if it is determined by the Human Resources Director that the matter has been preserved by the Disputant having tendered written notice of a continued dispute within five (5) business days after the response by the Sheriff or his designee. The dispute shall

not be considered and shall be deemed to have been waived if it is determined that the dispute has not been presented within the time period set forth above. The Human Resources Director or designee shall meet with the employee and such other personnel as he deems appropriate to resolve the dispute. The Human Resources Director or designee shall have ten (10) business days immediately following the meeting to respond to the dispute. The time limit may be extended by mutual agreement of the parties.

Step 4 – Formal Dispute Resolution Procedure: All disputes that have not been settled at Step 3 shall, upon written appeal by the Disputant, be submitted through the arbitration procedure set forth in this Article, provided it has been properly preserved in the manner set forth above and filed within ten (10) business days of receipt of the Human Resources Director’s decision. The time limits for requesting arbitration will begin with the date of the Human Resources Director’s decision. All requests for arbitration shall be delivered to the County Personnel Office. Once appealed, the Dispute must proceed as specified in the procedural steps listed below until the final disposition is reached. All dispute resolution findings shall include the information listed below.

Name of the Affected Employee
Department
Job Title;
Disputed Action or Inaction;
Date of disputed action or inaction;
Redress/Remedy Requested;
Name of the Representative; and
Article and Section of the Contract alleged to have been violated.

- D. The arbitration proceedings shall be conducted by an experienced labor relations arbitrator selected from the Federal Mediation and Conciliation Service [FMCS]. The Union/Association shall contact FMCS and request a regional panel of seven [7] arbitrators. An arbitrator shall be selected within ten (10) business days of receipt of the panel through the process of alternatively striking the names of arbitrators on the panel until only one remains. The remaining name shall be the arbitrator. The parties shall flip a coin to determine who shall strike the first name. The Union will notify FMCS of the arbitrator selected within three (3) business days of the striking. The arbitration hearing must be conducted and closed within six (6) months of notifying FMCS of the parties’ selected arbitrator, unless otherwise agreed to in writing by the parties.
- E. The arbitrator shall render his decision including a statement of the rationale supporting the decision and may make such administrative remedies as are necessary. However, the arbitrator shall not have the power to alter, amend, add to, or subtract from the terms of this Agreement. The arbitrator shall not have the authority to make an award which includes a fine or other punitive damages or award of attorney’s fees. The arbitrator’s decision shall be final and binding on the parties. The parties shall share the arbitrator’s fees and costs equally.

1. In the event that a party raises the issue of arbitrability [e.g.; the County contends that the time limits have not been properly met or that the matter alleged to have been violated does not meet the definition of a “dispute” as defined herein], this issue shall be submitted to the arbitrator selected by the parties in the form of pre-hearing briefs for resolution prior to hearing the merits of the case. In a written decision, the arbitrator shall address the issue of arbitrability. If there is a finding that the dispute is arbitrable, then the arbitrator shall schedule the case for a merits hearing. If the arbitrator determines the case to be non-arbitrable, the case shall be dismissed with prejudice.
 2. The parties may present relevant evidence, testify and argue evidence, cross-examine adverse witnesses and request the arbitrator to order a mutual discovery of relevant information required in the arbitration of disciplinary actions.
 3. Witnesses shall be placed under oath before testifying.
 4. Proceedings may be continued or recessed by the arbitrator in the interest of justice or for the convenience of the parties involved.
- F. The arbitrator shall apply the “Just Cause” standard in disciplinary matters pursuant to the definition of “Just Cause” used by the arbitrator from the FMCS and/or applicable case law. An arbitrator shall recuse himself from hearing a case in which the subject matter or circumstances are such as to seriously impede his ability to render an impartial decision. The arbitrator shall not communicate with the parties or witnesses relating to the facts or subject matter of the case, except during the hearing, without the consent of the Union/Association representative, the Disputant, and the County’s representative. A decision shall be rendered within thirty days of the close of the hearing.

G. Rules of Procedure

1. If the Sheriff’s Office or County fails to comply with the time limits, the Dispute shall be considered automatically appealed to the next level.
2. If the Disputant fails to comply with the time limits as set forth at any level, the dispute shall be considered resolved and not subject to further review.
3. With the mutual written consent of the parties, the time limits for review of a dispute at any level may be extended for a reasonable time to allow for a fair review.
4. A Disputant may be accompanied by a Union/Association representative, and have full rights of participation at any hearing or meeting conducted under the dispute resolution procedure. Any non-Union/Association representative must be approved by the Union/Association, who must waive its exclusive representation rights.
5. No reprisal or retaliation by any party to the Dispute shall be taken against a Disputant or participant as a result of participation in the processing of a Dispute.

6. The steps laid out in this Article represent the complete dispute resolution procedure available to a covered employee and set forth the exclusive remedies available to a covered employee. A covered employee, acting individually, may present a Dispute without the intervention of the Union/Association provided the Dispute has been processed in accordance with this Article.

ARTICLE XXIV TRAINING

- A. The Sandoval County Sheriff's Office will provide all County-required training at no cost to employees covered by this Agreement. All time spent in County-required training will be considered time worked. Employees whose assignments require mandatory training and/or certification must successfully meet the established standards for such training or certification. If an employee fails to qualify in some aspect of mandatory certification and/or recertification, remedial training will be made available as determined by the Sheriff. Failure to maintain mandatory minimum qualifications and/or certifications as set forth by New Mexico Law Enforcement Training Academy and the Sheriff's Office may result in corrective or disciplinary action up to and including termination from employment.
- B. Insofar as reasonably achievable, when two or more covered employees request training at the same time or for the same course and minimum staffing could be negatively impacted, assignment to the training will be based upon seniority when all other factors are equal.
- C. When travel is required for mandatory or approved elective training, employees covered by this Agreement shall be eligible to receive pay and/or expense reimbursement on the same basis as afforded to other employees of Sandoval County. The County will comply with Federal FLSA regulations regarding payment for such time.
- D. The Sandoval County Sheriff's Office and/or the Personnel Office shall maintain records of training and certifications of employees covered by this Agreement. However, it is the individual employee's responsibility to meet certification requirements at all times.
- E. Employees are encouraged to seek alternative funding for courses that benefit themselves and the County. It is understood that acquiring potential alternative funding does not automatically result in approval for the employee to attend the course. The employee must submit and have approved a training request through the chain of command.

ARTICLE XXV
SENIORITY

- A. Sheriff's Office Seniority - shall be defined as the length of uninterrupted employment with the Sheriff's Office. Employees shall not attain Sheriff's Office Seniority until completion of the required probationary period of one calendar year following hire date, at which time Sheriff's Office seniority shall relate back to the commencement of the most recent period of continuous employment with the Sheriff's Office.
- B. Classification Seniority – is defined as the period of most recent continuous service in the employee's job classification. Employees shall not attain classification seniority until completion of the probationary period in the classification, at which time seniority classification shall relate back to the most recent date of appointment to such classification.

C. Seniority – Procedures

1. Upgrades and Downgrades in Position

When an employee is upgraded into another job classification, the employee's seniority in that classification will begin on the date the employee is upgraded or promoted. Time served in a lower job classification shall not be considered when calculating seniority in a higher job classification.

- a. Employees that move from un-certified, to certified, shall receive an approved pay increase to certified deputy.
- b. When an employee is downgraded into another job classification, the employee's seniority will include all time in the higher job classification. Time served in a higher job classification shall be considered when calculating seniority in a lower job classification.

D. Ties in Seniority

- 1. Ties in Sheriff's Office Seniority shall first be broken by total length of service with the Sheriff's Office, then by lot.
- 2. Ties in Classification Seniority shall first be broken by Sheriff's Office Seniority, then by date of hire, then by lot.
- 3. A draw by lot shall be conducted during the employee new hire process in the event two or more employees are hired on the same date.

E. An employee shall lose seniority rights for the following reasons:

- 1. The employee resigned.

2. The employee is dismissed and is not reinstated.
 3. The employee is absent without leave for a period of three (3) scheduled working days or more. Exceptions to this may be made by the Sheriff or County Manager on the grounds of good cause for failure to report.
 4. The employee fails to report after layoff within the requisite time set forth in the notice of recall. Exceptions to this may be made by the Sheriff or County Manger on the grounds of good cause for failure to notify or report.
- F. When an employee is suspended and later reinstated, he shall not lose any seniority credit for any period of actual service. If however, he has been separated from service by resignation or discharge for cause and is again employed he shall not receive any seniority credit for service rendered prior to this separation from service unless reinstated after a grievance.
- G. The Sheriff's Office shall establish and maintain seniority lists by Sheriff's Office Seniority and by Classification Seniority.
1. The seniority lists shall be updated July 1st of each year and on that date posted in the Sheriff's Office.
 2. Copies of the lists as posted shall be forwarded to the Association President, Sheriff and County Personnel Director.
 3. Any objections to the seniority lists as posted shall be reported to the Sheriff within ten days of the posting. Thereafter the list shall be deemed correct and an employee shall not be permitted to question the lists as posted.

**ARTICLE XXVI
LAYOFF AND RECALL**

- A. In the event that a lay off is necessary, the County shall provide the Union/ Association an opportunity to suggest alternatives.
- B. When it is necessary to have a reduction in the essential work force, employees will be laid off in reverse order of seniority.
- C. The term "seniority" for the purposes of this section shall mean continuous service applied to a given rank within the bargaining unit.
- D. The employer shall determine the specific position(s) to be vacated following the above procedure. The County shall prepare a layoff list and send a copy to the Union/Association.

- E. In situations where employees are identified for layoff because they are the most junior in a given rank, they will be placed in the lower rank in which they have held a prior appointment.
- F. Insofar as reasonably achievable, employees scheduled for layoff shall be given at least [14] calendar days' notice prior to the effective date of the layoff.
- G. Employees promoted out of the bargaining unit shall retain unit seniority but shall not accrue additional seniority.
- H. Employees laid off due to a reduction in work force shall be recalled to work by way of their seniority order and shall not have lost seniority or service time during the layoff period.
- I. As employees are called back, the employees assigned to lower ranks if any, as a result of the layoff will be returned to the former rank in order of seniority as the former position becomes available.
- J. The County will advise the employee to be recalled by certified or registered United States mail. A copy of the recall notice shall be provided to the Union/Association.
- K. An employee, upon receiving notice of recall, shall within seven [7] days acknowledge receipt by certified or registered mail, advising the County of accepting or rejecting the position, and identifying the date available for service; which date shall not be more than fourteen [14] calendar days following notification. The County may consider extending the reporting date upon proof of extenuating circumstances.
- L. Employees must provide and maintain a correct mailing address. Failure to provide a correct mailing address shall result in a forfeiture of any recall right.
- M. The employee shall remain in a layoff status for a total of twelve [12] calendar months. If the employee is not recalled within twelve [12] calendar months and the County has done everything reasonable to be able to recall the employee, or if the employee rejects a position offered to the employee, the County shall have no further employment obligation to the laid off employee.

ARTICLE XXVII
RESERVE DEPUTIES

- A. The Sandoval County Sheriff's Office and the Union/Association acknowledge that the Sheriff has the authority to activate Reserve Deputies based on the needs of the Sheriff's Office. The Sheriff's Office agrees that Reserve Deputies will not be utilized in order to displace employees covered by this Agreement. They may, however, be assigned to work

at times when all employees covered by this Agreement have declined the opportunity for overtime assignments.

- B. Deputies shall have the right to discuss with supervision [Sergeants, Lieutenants and/or Captain, or the Reserve Coordinator], issues they might have, if any, concerning Reserve Deputy ride alongs. Such issues will be considered on a case-by-case basis.

ARTICLE XXVIII FIREARMS

- A. Except as otherwise provided herein, the New Mexico Law Enforcement Academy guidelines pertaining to Firearms training and qualifications of Law Enforcement Officers for the use of firearms and the current Sandoval County Sheriff's Office Firearms Standard Operating Procedures shall be adopted and followed.
- B. Because the carrying of a firearm is a bona fide occupational qualification for employees it is imperative that employees maintain the ability to qualify with firearms and, furthermore, comply with the provisions of Federal, State and local regulations pertaining to firearms. The Sheriff's Office may suspend or terminate employment as a law enforcement officer in the event the employee violates said regulations, or fails to qualify with his authorized firearm to standards approved by the New Mexico Law Enforcement Academy and Sandoval County Sheriff's Office Standard Operating Procedures.
- C. Employees may request authorization to carry and qualify with privately owned firearms, via a written request through the chain-of-command to the Sheriff. Prior to an employee receiving authorization to carry a privately owned firearm while on duty, the employee shall sign a consent form that states the following:

I, [name of employee], recognize that my privately owned firearm, [firearm description and serial number], approved for my use in the scope of my employment with the Sheriff's Office, shall be considered the same as a Sheriff's Office owned firearm for the purpose of Sheriff's Office inspections and any criminal investigation of my firearm while in the scope of my employment. I further agree and consent to the Sheriff's Office taking and maintaining custody of my firearm for the duration of any criminal investigation.

- 1. Employees authorized to carry privately owned weapons will be responsible to provide ammunition for training and qualifications that meet New Mexico Law Enforcement Academy specifications. If the employee's privately owned weapon[s] uses the same ammunition issued by the Sheriff's Office, the Sheriff's Office will provide the ammunition.

2. Employees authorized to carry privately owned weapons will be responsible for the repair, replacement, maintenance and appropriate leather gear that meets Sheriff's Office specifications.
3. At the employee's expense, employees shall submit a letter from an independent certified firearm armorer that the firearm has been inspected, and it meets all manufacturer specifications and has not been mechanically modified.
4. Upon the Sheriff's approval, the Sheriff's Office will schedule the State mandated qualification within thirty [30] days of the request and the deputy must meet New Mexico Law Enforcement Academy qualification standards in order to carry the weapon on duty.
5. After the employee qualifies with a privately owned firearm, the employee shall turn in his Sheriff's Office issued firearm and leather gear.
6. When an employee's firearm [issued or privately owned] is taken into custody for the purpose of any criminal investigation while in the scope of his employment, the said employee may be re-issued a Sheriff's Office firearm. However, the Sheriff's Office reserves the right not to issue another firearm when the Office has cause to believe that the employee may use the firearm for other than its intended purposes.

**ARTICLE XXIX
USE OF FORCE**

- A. The Sheriff's Office Standard Operating Procedures governing the use of force shall be followed.
 1. In the event an employee is involved in a duty-related shooting where a suspect[s] is still at large or the possibility of weapons creates a danger to the public, the Sheriff's Office may obtain information necessary to identify any critical witnesses or suspect[s] who pose a danger to the public or to insure officer safety. Questions will be limited and narrowly focused to those reasonably necessary for the apprehension of suspects, identification of witnesses and the preservation of evidence involved in the incident at hand that poses an imminent danger to the public.
- B. When deadly force or great bodily harm has occurred, the affected employee and his immediate family shall be provided with counseling at the expense of the County if requested. Employees may choose to use their own insurance and counseling services.
- C. The rights under the Employee/Employer Relations Act and NM State Statues 29-14-1 through 29-14-11 [Peace Officer Employer – Employee Relations] shall be followed.

- D. As used in this Article, Use of Force may be the attempt or actual use of, but not limited to, a Firearm, Motor Vehicle or any other means which if used, or was used, may likely lead to great bodily harm and/or death.

**ARTICLE XXX
INTERNAL INVESTIGATIONS**

- A. To insure that internal investigations and supervisory reviews are conducted in a manner conducive to public confidence, good order, discipline, good management practices, and recognition of individual rights, the guidelines are hereby established by New Mexico State Statute 29-14-1 through 29-14-11 [Peace Officer Employer – Employee Relations], hereby adopted and incorporated into this Agreement by reference.
- B. An employee who is the focus/target of an internal affairs investigation shall be notified in writing of the pending investigation, the allegation[s], and complainant, unless such notification would jeopardize the investigation as set forth in this Agreement. The Sheriff's Office shall afford the employee a reasonable opportunity [up to twenty four hours] to consult with a Union/Association representative prior to being questioned and shall allow a representative to be present during any questioning as long as the representative does not interfere with the investigation or participate in interrogation.
- C. The employee may request a change of the assigned investigator prior to the onset of the investigation. The Sheriff shall make the final decision of preemptive dismissal of any investigator.
- D. The Sheriff's Office may maintain one [1] internal investigation file, one [1] citizen complaint file. The Internal Investigation file is to remain confidential and may be released only by valid court order, as required by the Law Enforcement Academy, or permission of the employee. This shall not prohibit the County from utilizing said files for disciplinary action.

**ARTICLE XXXI
LEGAL PROTECTION**

- A. Should an employee be sued in a civil action for any allegation arising from the course and scope of his employment, the County shall defend and indemnify that employee pursuant to the requirements of the New Mexico Tort Claims Act [41-4-1 NMSA 1978].
- B. The County shall not defend an employee in a criminal suit.
- C. In the event an employee is sued in a civil action in which punitive damages are alleged, and the employee was not personally served with the summons and complaint, it shall be the duty of the County to notify the employee, within ten days of the receipt of the suit,

by the County Attorney's Office of the potential personal exposure of the employee for punitive damages.

- D. For the purpose of this section and agreement, the phrase "course and scope of employment" means the lawful acts in which an employee is requested, required, or authorized to perform by the Sheriff's Office.
- E. Nothing herein shall bar the use in court of case law and common law in the resolution of any dispute arising out of an interpretation of the New Mexico Tort Claims Act [41-4-1 NMSA 1978, as amended through 2003].

**ARTICLE XXXII
VACATION LEAVE**

- A. Employees covered by this Agreement shall be provided Annual Vacation Leave on a service year accrual basis. For the purposes of this Article, the employee's period of employment is computed from his last date of hire. Employees returning within twelve [12] months of termination by reduction-in-force shall be credited with previous qualifying County employment.

B. Maximum Accrual Rates

<u>Years of Service</u>	<u>Accrual hrs. /pay period</u>	<u>Accrual hrs. /year</u>	<u>Maximum Carryover*</u>
1 through 5	3.08	80.08	100 hours
6 through 10	4.62	120.12	150 hours
11 or more	6.15	160	200 hours

*Unused Annual Leave in excess of the above-noted maximum carryover which remain to the credit of any employee at the end of a calendar year shall be cancelled without payment to the employee, except that, should annual leave requested during the last thirty [30] days of a calendar year be denied due to operational requirements, upon the employee's written request to the Personnel Department through the Sheriff, submitted prior to December 31 of that year, the employee shall be allowed to take such leave during the first two calendar months of the following year.

- C. Annual Leave shall accrue in proportion to paid hours up to 80 hours worked or paid leave per pay period. There are twenty-six [26] pay periods per calendar year. Annual Leave shall be utilized in increments of one-half [1/2] hour.
- D. Employees covered by this Agreement shall have the option of donating Vacation Leave to fellow employees serving as Union/Association representatives in Collective

Bargaining Agreement contract negotiations with Sandoval County. Such donations shall be in increments of one-half [1/2] hour and donors must maintain a personal Annual Leave balance of forty [40] or more hours in order to donate.

- E. Accrued Annual/Vacation Leave shall be paid upon separation from County employment.

**ARTICLE XXXIII
SICK LEAVE**

- A. Employees covered by this Agreement shall accrue four [4] hours of Sick Leave per each of twenty-six [26] pay periods per calendar year for a total of one hundred four [104] hours. Sick Leave Accrual may be carried over from fiscal year to fiscal year up to a maximum of four hundred eighty [480] hours.
- B. Sick Leave balances in excess of four hundred eighty [480] hours shall be cashed out at the end of each County fiscal year at the rate of \$0.65 [sixty five cents] on the dollar.
- C. Except as provided in paragraph [G] below, sick leave is not compensable upon separation from County employment.
- D. Sick Leave may be authorized for an employee covered by this Agreement: when a medical reason keeps the employee from performing the duties of his position; when the employee's condition could jeopardize the health of others; for medical appointments; when it is necessary for him to care for a member of his immediate family; and/or for reasons covered by the Family Medical Leave Act.
- E. The County retains the right to require a doctor's certification or other reasonable proof of illness. Employee's rights under federal privacy statutes shall be adhered to.
- F. Sick Leave shall be utilized in increments of one-half [1/2] hour.
- G. Employees covered by this Agreement are eligible for the Retirement Incentive - Sick Leave Conversion of Article XIII.9 of the Sandoval County Personnel Rules and Regulations on the same basis as all non-represented County employees.

**ARTICLE XXXIV
MILITARY LEAVE**

- A. An employee who is a member of the National Guard, a State Defense Force, or a reserve component of the uniformed services of the United States, or who volunteers for such service shall be granted military leave with or without pay in accordance with the Uniformed Services Employment and Reemployment Rights Act [USERRA], 43 USC part 4301-4033, for "services in the uniformed services" as defined in the Act, and the New

Mexico Statutes and Rules, including but not limited to NMSA 1978, parts 20-4-7, 20-5-14, and 20-7-5.

- B. Conditions and requirements for Military Leave, paid or unpaid, shall be the same as afforded all other employees of Sandoval County in Article VII.8, Leave and Employment Rights for Members of the Uniformed Services, of the Sandoval County Personnel Rules and Regulations and Sexual Harassment Policy, incorporated into this Agreement by reference.

**ARTICLE XXXV
CIVIC DUTY LEAVE**

An employee covered by this Agreement shall be granted necessary time off with pay for the following:

- A. When performing jury duty. Compensation for the hours that an employee serves as a juror shall be in compliance with State of New Mexico Statutes. The fee the employee receives for serving as a juror shall be turned in to the County except in situations when the employee chooses to utilize paid vacation leave or is on a scheduled day off for such jury duty.
- B. When performing emergency civilian duty in connection with civil defense.
- C. Voting in a national, state, or local election. An employee who is registered to vote shall be granted up to two [2] hours paid leave in order to vote between the voting poll's time of opening and time of closing on Election Day. The employee's supervision may specify the hours of leave and the employee shall take only the time required to go, vote, and return from voting. This leave is not granted to any employee whose workday begins more than two [2] hours subsequent to the time of the opening of the polls, or ends more than three [3] hours prior to the closing of the polls. Employees are encouraged to vote early, absentee, or via mail-in ballot.

**ARTICLE XXXVI
BEREAVEMENT LEAVE**

- A. Bereavement Leave shall be granted in order for an employee to attend the funeral of a member of his immediate family (mother, father, spouse, child, stepchild, sibling, grandparent, parent-in-law, daughter-in-law, son-in-law, pre-acknowledged domestic partner or the mother, father, or child of the pre-acknowledged domestic partner). A bereavement Leave Request Form shall be completed and submitted, along with proof of the familial relationship of the deceased relative, through the chain of command to the Human Resources Director.

- B. A maximum of three [3] bereavement days are allowed for in-state familial deaths and services. A maximum of five [5] bereavement days are allowed for out of state familial deaths & services.
- C. Additional days off may be granted by the Sheriff and the Human Resources Director, however, such additional days shall be charged to accrued annual leave or leave without pay.

**ARTICLE XXXVII
HOLIDAYS**

- A. Legal holidays and all proposed County holidays shall be designated at the beginning of each calendar year by the Sandoval County Commission. The holiday schedule for each year shall be posted and the Union/Association shall be notified in writing of the days so designated.
- B. The County Commission reserves the right to add to or delete from the designated and paid official County holidays each year in accordance with past practice. However, the employees covered by this Agreement shall receive the same holidays as all other employees of the County each year.
- C. Employees covered by this Agreement shall receive eight [8] hours of Holiday pay for each full holiday designated by the County Commission. Holiday pay will be paid at the employee's hourly base rate.
- D. An employee required to work on a day observed as a Sandoval County government holiday shall be paid at the rate of time and one-half [1 1/2 time] for all hours so worked, in addition to receiving holiday pay as noted in paragraph C above.
- E. A holiday that falls during an employee's regularly scheduled workweek will be counted as time worked for the purpose of computing overtime. A holiday that falls on an employee's scheduled days off will not be counted as time worked for the purpose of computing overtime.
- F. To be eligible for holiday pay, an employee must be in pay status or on approved paid leave on his workdays immediately preceding and following the observed holiday.

**ARTICLE XXXVIII
MEMBERSHIP**

- A. Union/Association Dues

1. The County shall, upon receiving an employee-signed authorization, deduct Union/Association membership dues levied by the Union/Association each pay period.
2. The County shall make deductions of Union/Association dues from employee wages without cost to the employee or the Union/Association. All Union/Association dues shall be forwarded to the Union/Association within ten days of withdrawal.
3. It shall be the Union/Association's responsibility to notify the County of any change in the employee's dues deductions by July 15th of each fiscal year.
4. The Union/Association shall pay for the defense of and hold the County and the Sheriff's Office harmless on any and all issues pertaining to its deduction of dues.

B. Membership Objections

1. All membership objections will be solely the responsibility of the Union/Association and the Union/Association will hold the County and Sheriff's Office harmless on any and all issues pertaining to membership objections.

C. Dues Suspended or Terminated

1. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover that payroll period from future earnings. In any period, if the net wages are not sufficient to cover the full withholdings, no deductions shall be made. In this connection, all other legal and required deductions have priority over Union/Association dues.
2. A member may terminate Union/Association membership, by notifying the Union/Association and the County of his intention by means of a signed cancellation, to be submitted to the County Personnel Director. The member must give a minimum of ten days' notice to the County of such intention.
3. The Union/Association will hold the County and Sheriff's Office harmless on any and all issues pertaining to employee termination of membership.

D. Increased Dues

In the event that the Union/Association increases dues, the Union/Association will notify the County at least 30 days prior to the effective date for the dues increase by letter. Dues may not be increased more than once annually.

**ARTICLE XXXIX
WAGE RATES**

Effective the first full pay period following approval from the Department of Finance and Administration of the County's budget for Fiscal Year 2017, bargaining unit employees will receive an increase in accordance with the attached tiered pay plan. The language of Article XXXIX Wage Rates will be amended to reflect the attached tiered pay plan. Should the Department of Finance and Administration not approve the County's budget with regard to the tiered pay plan, the parties will return to negotiations for Fiscal Year 2017 on Article XXXIX Wage Rates only, however, the changes set forth below shall remain in effect.

The probationary period is ordinarily a period of 365 days of continuous service; however, the probationary period may be extended for certain reasons (for example, delayed completion of law enforcement training and certification due to military leave, injury, completion of field training program, etc.) For the purpose of applying the salary tiers below, years of service (anniversary dates) in the bargaining unit will be calculated from the point the employee has successfully completed probation and is represented by the bargaining unit.

Certified / Certified by Waiver:

- Tier 1:** Year one of bargaining unit representation.
- Tier 2:** Year two and year three of bargaining unit representation.
- Tier 3:** Year four and year five of bargaining unit representation.
- Tier 4:** Year six, year seven and year eight of bargaining unit representation.
- Tier 5:** Year nine and subsequent years of bargaining unit representation.

- Tier 1: \$22.25 per hour
- Tier 2: \$23.25 per hour
- Tier 3: \$24.25 per hour
- Tier 4: \$25.25 per hour
- Tier 5: \$26.25 per hour

The Sergeant rate shall be \$27.50_per hour.

**ARTICLE XL
HEALTH AND WELFARE**

The Sandoval County Health and Welfare benefits packages, and which are acquired through participation in the Plan of the City of Albuquerque, shall be available to employees covered

by this Agreement on the same basis as offered to non-bargaining employees of the County. It is further understood that, for the term of this Agreement, the benefits and the costs of those benefits are subject to adjustment upward or downward, including for employees covered by this Agreement, at the discretion of the County and the demands of the marketplace. The cost sharing ratio between County and employee has historically been 70% County/30% employee for the cost of the basic package, including Health, Dental, Long Term Disability, and Basic Life and Accidental Death and Disability. Upon ratification and signing, and for the term of this Agreement, however, the cost of Basic Life Insurance and Accidental Death and Disability for coverage of up to \$50,00.00 [fifty thousand dollars] for employees covered by this Agreement shall be paid entirely by the County.

The Union/Association acknowledges that Sandoval County's Benefits package as enumerated above is "piggybacked" on the Plan of the City of Albuquerque, and Sandoval County does not have the option of making unilateral changes to the Plan.

ARTICLE XLI RETIREMENT

Effective the first full pay period in September or the month following resolution of impasse, whichever is later, Sandoval County shall pick up eleven and one-half percent (11.5%) of the employee's contribution to the New Mexico Public Employee's Retirement Association Plan [PERA].

ARTICLE XLII PUBLICATION OF AGREEMENT

The Agreement will be published on the County's website. The Union/Association will be responsible for explaining and providing a copy of the Agreement to bargaining unit employees. The County will be responsible for explaining and providing a copy of the Agreement to Management.

ARTICLE XLIII VEHICLES

- A. Except as otherwise provided herein, the Sheriff's Office Standard Operating Procedures, providing for a Take Home Car Program, shall be followed subject to sufficient and specific budget appropriation.
 - 1. Vehicle maintenance is a required up keep in order to properly maintain the proficiency, safety and longevity of County owned vehicles; when vehicles require maintenance, such maintenance shall be at the County's expense and time. A comparable vehicle will be

assigned (if available) to the employee until the employee's issued vehicle has been repaired and/or serviced properly.

- a. All vehicle maintenance will be scheduled by the employee with the County Maintenance Shop prior to taking the vehicle for service.
2. Employees will be allowed and shall deliver their assigned vehicle to the County Maintenance Shop while on duty and, if available, pick-up a Sheriff's Office pool unit. If the employee must deliver his assigned unit while off duty, he will be compensated for actual time to deliver the vehicle.
 - a. Employees using Sheriff's Office pool vehicles shall be responsible and shall assure that pool vehicles are returned cleaned and fueled and shall report any repairs if needed. Employees will be allowed and shall perform such duties during their normally scheduled work time.
3. Sheriff's Office vehicles will be used in service until determined unsafe or inoperable by the County Maintenance Department. If the County Maintenance Department determines a vehicle to be unsafe or inoperable the vehicle will be repaired or taken out of service at the decision of the County Maintenance Department.
4. Personal use of Sheriff's Office vehicle is prohibited. Sheriff's Office vehicles are approved for the following use:
 - a. To and from work;
 - b. To purchase Sheriff's Office job-related uniforms and equipment in Rio Rancho or Albuquerque;
 - c. To and from firing ranges approved by the Sheriff or designee in Sandoval County, Santa Fe County, or Albuquerque.
 - d. To gymnasiums within ten (10) miles of the employee's home and/or the Sheriff's Office immediately before or immediately after the employee's shift for physical conditioning;
 - e. For other business directly related to Sheriff's Office duties with prior approval from a non-bargaining unit supervisor.

ARTICLE XLIV AGREEMENT BETWEEN PARTIES

A. Severability

1. Should any part of this Agreement or any provision contained herein be declared invalid by a District Court of competent jurisdiction, the validity of the remaining portions shall not be affected. Should this occur, the parties may agree to bargain a replacement provision.

B. Zipper Clause

1. It is understood and agreed by and between the parties hereto that this Agreement is the only existing Agreement between the parties and replaces any and all previous Agreements, and this Agreement incorporates the entire understanding of the parties on the issues which were the subject of negotiations at the time.

C. Amendment by Memorandum of Understanding

1. For the life of this Agreement, each party waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject matter. However, the matters within this Agreement may be amended or interrupted during the term of the Agreement by mutual written Agreement in the form of a Memorandum of Agreement. The County will be responsible for its distribution to all covered employees.

D. Term of Agreement

This Agreement shall be effective upon ratification by the Union/Association and acceptance by the Sandoval Commission, or July 1, 2016, whichever is later, and shall remain in effect through the thirtieth [30th] day of June, 2019, except that if the parties are at an impasse on the last day, then this Agreement shall remain in full force and effect pursuant to the County's Ordinance for Collective Bargaining.

Either party may request to reopen negotiations by filing written notice on the other party no later than March 30, 2017, and March 30, 2018, respectively. Such reopener will be limited to one (1) economic item and two (2) non-economic items identified by each party. The Union/Association shall notify the Human Resources Director in writing prior to April 1, 2019, if it desires to renegotiate the Agreement for Fiscal Year 2020 and subsequent years.

IN WITNESS THEREOF, the parties have signed their names and affixed the signature of their authorized representatives on this _____ day of _____, 2018.

SANDOVAL COUNTY COMMISSION

David J. Heil, Chairman

F. Kenneth Eichwald, Vice Chairman

Dr. JF Holden-Rhodes, Member

Don G. Chapman, Member

Jay C. Block, Member

ATTEST:

APPROVED AS TO FORM:

Eileen Garbagni, County Clerk

Robin S. Hammer, County Attorney

Doug Wood, Sheriff

NEW MEXICO COALITION OF PUBLIC SAFETY OFFICERS

Adrian Terry, Lead Negotiator
New Mexico Coalition of Public Safety Officers

Date

Jacob Trujillo, President
Sandoval County Sheriff Deputies Association

Date

Sandoval County Board of County Commissioners

County Commission Regular Meeting

Meeting Date: 08/23/2018

Requestor: Maria Encinias, Administration

Item:

Information

Summary:

Discussion on the Pending Litigation related to Ordinance No. 01-18-18.9(C), Discussion regarding Threatened or Potential Litigation pertaining to Matters Involving the Commission, and Discussion involving Limited Personnel Matters Involving the County Personnel, Pursuant to Open Meetings Act, NMSA 1978, §§10-15-1(H)(7) and (2), Matters Subject to Attorney-Client Privilege Pertaining to Threatened or Pending Litigation Matters in which the County is or may become a Participant.

Attachments

No file(s) attached.
