



**COLLECTIVE BARGAINING
AGREEMENT
BETWEEN**

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

EFFECTIVE FEBRUARY 9, 2022 THROUGH JUNE 30, 2025

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INTRODUCTION

THIS AGREEMENT is entered into this _____ day of _____, 2022, 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 terms 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/positions 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 Public Employee Bargaining Act.

**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 Public Employee Bargaining Act.
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, Lieutenant Rank, Chief Deputy Rank, confidential or supervisory as defined under the Public Employee Bargaining Act.
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.

**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 President, Vice President, and Secretary as provided to the Human Resources Director, shall be given a minimum of thirty [30] calendar days' written notice by email with delivery conformation 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 employee's 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 NMCP SO 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. The response shall be provided within five (5) workdays from the submittal of the request. Leave requests to attend Association meetings, conventions, or functions of the NMCP SO will be handled in the same manner as requests for annual leave.

**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 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 staffing levels for the Sheriff's Office as determined by the Sheriff/County. 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. SCPRR – Sandoval County Personnel Rules and Regulations
 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, 9, 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. In the event of a 12 hour schedule, the workweek shall consist of consecutive days off and a 14 day pay period of 80 hours.

3. Work Period – 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 (80) hours in a two (2) week pay period.
4. Work Shifts – Normal work shifts 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.
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 meal period of at least a half-hour for eight (8) hour shift and up to forty-five (45) minutes for a shift of 9 hours or more and two 15-minute breaks within an eight-hour shift worked each workday.
 - b. Breaks and meal periods occur as business needs allow. Breaks and meal periods cannot be combined or accumulated nor used at the beginning or end of the shift. An employee involved in a call for service that may affect the ability to take a meal break shall contact the employee’s Sergeant.
 - 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 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. 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.
- D. 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.
- E. Overtime is calculated for time actually worked. Any leave (annual, sick, etc.) taken will not be credited towards overtime compensation.
- F. Overtime and Recall for employees - Procedures
1. Regular Overtime and Recall – When minimum staffing as established by the Sheriff's Office is compromised, regular overtime shall be filled by the supervisor in charge utilizing employees currently on shift or on the following shift if there is an immediate need to fill a position due to, for example, an employee using sick leave. Otherwise, if time permits, regular patrol overtime will be offered on a rotating seniority basis and mandated on a rotating reverse seniority basis.
- G. Overtime and Recall Restrictions
1. On-Call, Call Back, Standby, Stand-Down and Related Duties will follow the Sandoval County Sheriff's Office Policies and Procedures, Policy # 816. An employee on the On-Call rotation shall be compensated 2 hours of "straight pay" per pay period or compensatory time as compensation for being on the On-Call rotation and shall be compensated for all hours worked when Called Out, Called Back and/or placed on Standby.
 2. Employees that have worked seven previous days without a day off shall not be considered for forced overtime, unless the Sheriff declares an emergency.
- H. 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. Sheriff's Extra Duty Overtime: Is defined as overtime awarded by federal and state grants/funding such as, but not limited to, Operation Buckle Down [OBD], Selective Traffic Enforcement Program [STEP], Operation DWI [ODWI], Click it/Ticket, Community DWI [CDWI], End DWI [ENDWI], Buckle Up/Click It or Ticket [BKLUP/CIOT], Underage Drinking [UAD], LDWI, Cibola and Santa Fe National Forest, and the Army Corp of Engineers. Sheriff's Extra Duty Overtime also includes contracted overtime funded by a private company or organization for public safety services such as, but not limited to, security details, movie sets, special concerts, special events and traffic control details.
2. Sheriff's Overtime: Is defined as overtime that is funded by the Sheriff's Office Budget to include federal monies awarded to combat narcotic-related criminal activity (e.g. HIDTA/DEA funding) and U.S. Marshal fugitive apprehension or sex offender-related funding.
3. Single Detail: Is defined as:
 - a. A single detail is defined as any overtime detail described in Paragraph A.1. for the term of the individual contract length from start to end date.
 - b. Various security details, movie sets, special concerts, special events, and traffic control details will be assessed by the Overtime Coordinator who will define "Single Detail" for that specific contract.

B. The overtime coordinator can create a list of employees wanting to work the extra duty overtime and will contact only those on the list. Any employee can be added or removed from the list at any time by contacting the overtime coordinator. Overtime Coordinator will contact every employee on the list by text message or by a phone call and the employee will have 10 minutes to respond, if no response is received, the overtime coordinator will move on to the next employee on the list.

C. Sheriff's Overtime, other than as set forth in Article IX, will be offered based on the needs of the assignment as determined by the Overtime Coordinator and when offered to bargaining employees will be by Sheriff's Office seniority on a rotating list and on a voluntary basis unless the overtime assignment requires advance certifications, other qualifications, or members of specialty teams.

1. No employee will accept Sheriff's Extra Duty overtime or Sheriff's overtime assignments that will result in the employee working more than sixteen (16) hours in a twenty-four (24) hour period nor more than thirty (30) hours in a pay period, unless approved by the Sheriff.

2. Employees are not eligible for Sheriff's Extra Duty overtime or Sheriff's overtime during the employee's regular duty hours or on paid or unpaid leave.
 3. An employee may deliver written notice to the Sheriff to request to be excluded from Sheriff's Extra Duty Overtime or Sheriff's Overtime. The Sheriff, or designee, shall not be required to notify any such employee of overtime assignments until such time as the employee withdraws the notice to be excluded from overtime opportunities.
- D. Normally, the Sheriff's Office shall schedule Sheriff's Extra Duty overtime and/or Sheriff's Overtime in advance. However, at times immediate support with less than 24 hours' notice or specific covered employees is required or requested which may not allow for advance scheduling. In such cases, employees may be scheduled without adhering to the above procedures.

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.

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 and the Civil Division. -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.

1. The Sandoval County Sheriff's Office shall bid semi-annually. The new shift schedule becomes effective the month 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.
- 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. The Sheriff's Office retains the right of assignment of employees and may transfer employees to different assignments, shifts, days off, or locations.
 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 one year, 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 standardized tests will be administered to personnel desiring to participate in the promotional process for bargaining unit positions. Employees who receive a grade of 70% or higher on the written examination shall be eligible for the oral interview/practical assessment. If a standardized test determines a different percentage for a passing grade, the applicants for promotion will be informed of the percentage in advance of the testing date. An oral interview panel will be comprised of employees from outside law enforcement agencies at the rank of sergeant or above to conduct a oral interview/practical assessment.
- D. Successful candidates will be ranked based on the two (2) numeric scores from the written test and oral interview/practical assessment, using a 60% weight for the written examination and 40% weight for the oral interview/practical assessment. 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]. Once a vacancy on the list is created due to promotion, the remaining candidates on the list shall move up a position on the list in ascending order. The next and subsequent promotions will be made by the Sheriff applying the Rule of Three, until the list is exhausted.

- 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 calendar months have elapsed since such discipline was levied. An employee having a written reprimand or above for discipline that has no bearing on an applicant's qualifications for Sergeant may petition the Sheriff to waive the written reprimand exclusion. The Sheriff's determination to waive the written reprimand exclusion is completely at his/her discretion and is not grievable. Minimum Qualifications are established by the Sheriff and HR Director which shall include the requirement to have completed the probationary period.
- 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 Chief Deputy] 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 or change in behavior and have a basis to question the employee's fitness for duty. As a result, the Sheriff's Office, with concurrence of the Human Resources Director and County Manager 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 the employee's 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**

- A. 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.
- B. Employees selected for a random or reasonable suspicion test shall immediately and directly report to the employee's supervisor or identified individual. Employees shall not be required to report to random drug testing during the employee's regular days off or while on approved leave. Time spent at testing shall be considered time worked.

**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.
- 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 for time the employee is held over in court concurrent with a regularly scheduled shift. Such time will be considered straight time 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. Proposed disciplinary actions will be sent to Human Resources for review prior to being issued to the employee.
- 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 employee who is the target of the investigation 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 and/or discharge are to be maintained in the Sandoval County Human Resources 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 an observer 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 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, with a copy filed with the Human Resources Director, 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 within ten (10) business days of receipt of the Human Resources Director's decision 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.
4. 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.

E. Confidentiality

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

**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 the needs of the Sheriff's Office. When all other factors are equal, seniority shall prevail. The Sheriff or designee has the right of assessing professional development and training needs of the Department and/or individual employees. Final approval for funding and designated time for professional development and training opportunities lies with the Sheriff.
- 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.
- F. Bargaining unit employees assigned by the Sheriff or designee as a Field Training Officer for a full pay period will receive \$25.00 per pay period.

**ARTICLE XXV
SENIORITY**

- A. Sheriff's Office Seniority - shall be defined as the length of continuous employment with the Sheriff's Office from date of hire. If two or more employees are hired on the same date, seniority will be determined by the Sheriff based on previous experience and qualifications. 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. If two or more employees are promoted on the same date, Seniority will be determined by total length of service with the Sheriff's Office, then by the Sheriff based on previous experience and qualification.

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. 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.
- E. 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.
- F. 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 DEADLY FORCE INVESTIGATIONS

- 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 Statutes 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 ½ 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. Such dues shall only include membership fees and shall not include any fines, fees, assessments, political contributions, or any other benefits or payments of any kind.
 - 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 with a listing of employees from whom dues deductions were collected.

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 County of his intention by means of a signed cancellation, to be submitted to the County Human Resources 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 of Fiscal Year 2023, the first full pay period following ratification and signature of this agreement by both parties, or resolution of impasse, whichever is later, bargaining unit employees will receive an increase in accordance with the below tiered pay plan:

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 (completion of probation).

Tier 2: Year two of bargaining unit representation.

Tier 3: Year three of bargaining unit representation.

Tier 4: Year four of bargaining unit representation.

Tier 5: Year five and subsequent years of bargaining unit representation.

Tier 1:	\$24.55 per hour
Tier 2:	\$25.65 per hour
Tier 3:	\$26.75 per hour
Tier 4:	\$27.86 per hour
Tier 5:	\$28.96 per hour

The Sergeant rate shall be:

Tier 1: \$30.52 per hour

Tier 2: \$31.06 per hour (two or more years of service as a Sergeant)

Subject to specific appropriation by the County Commission and availability of funds, effective the first full pay period of Fiscal Year 2024, the Tiers set forth above will be increased by three percent (3%) as follows:

Tier 1:	\$25.29 per hour
Tier 2:	\$26.42 per hour
Tier 3:	\$27.55 per hour
Tier 4:	\$28.70 per hour
Tier 5:	\$29.83 per hour

The Sergeant rate shall be:

Tier 1: \$31.44 per hour

Tier 2: \$31.99 per hour (two or more years of service as a Sergeant)

**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 will be 80% County/20% Employee for Health and Dental insurance effective upon ratification and signature of this Agreement. 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, Sandoval County shall pick up thirteen and three-tenths percent (13.3%) 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 upkeep 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, with prior approval of Administration.
 - a. Employees using Sheriff's Office pool vehicles shall be responsible for the vehicle, assure that pool vehicles are returned cleaned and fueled, and report any repairs if needed. Employees will be allowed and shall perform such duties during their normally scheduled work time.
 - b. No vehicle modifications will be allowed without prior written approval from Administration.
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 Offices 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.
5. The Sheriff's Office will not use information obtained by the GPS fleet management systems device as the sole basis for disciplinary action or termination against a bargaining unit employee. This provision shall not prohibit the Sheriff's Office and/or County to refer to GPS information in support of other evidence used as the basis for disciplinary action.

**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, and shall remain in effect through the thirtieth [30th] day of June 2025, 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 Public Employee Bargaining Act.

There will be no reopener of negotiations for Fiscal Year 2024 if the County Commission appropriates the increase in Tiers as set forth in Article XXXIX, Wage Rates. If the County Commission does not appropriate said increase, either party may request to reopen negotiations by filing written notice on the other party no earlier than March 1, 2023, and no later than March 30, 2023. Either party may request to reopen negotiations by filing written notice on the other party no earlier than March 1, 2024, and no later than March 30, 2024. Such reopeners will be limited to two (2) economic items and two (2) non-economic items identified by each party. The Union/Association shall notify the Human Resources Director in writing no earlier than February 1, 2025, and no later than March 1, 2025, if it desires to renegotiate the Agreement for Fiscal Year 2026 and subsequent years.

IN WITNESS THEREOF, the parties have signed their names and affixed the signature of their authorized representatives on this 28th day of Feb., 2022.

SANDOVAL COUNTY COMMISSION



Michael Meek, Chairman



David J. Heil, Vice Chairman



Katherine A. Bruch, Member



Jay C. Block, Member

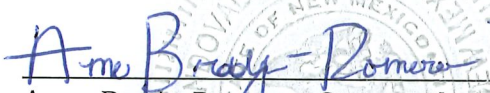


F. Kenneth Eichwald, Member

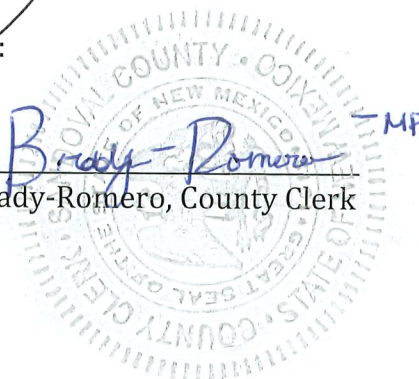


Jesse James Casaus, Sheriff

ATTEST:

 MP

Anne Brady-Romero, County Clerk



NEW MEXICO COALITION OF PUBLIC SAFETY OFFICERS

 2/25/2022

David Bency, Lead Negotiator Date

New Mexico Coalition of Public Safety Officers

 2/24/22

Orlando Carillo, President Date

Sandoval County Sheriff Deputies Association