



AGREEMENT
BETWEEN
SANDOVAL COUNTY
AND
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES

EFFECTIVE _____, 2025, THROUGH _____, 2029

PREAMBLE

This Agreement is entered into by and between Sandoval County, New Mexico ("County"), a political subdivision of the State of New Mexico, and the American Federation of State, County and Municipal Employees (AFSCME). This Agreement delineates the rights of employees, AFSCME, and the County, and assures at all times the orderly, uninterrupted, and efficient delivery of quality services to the County and its citizens.

ARTICLE 1. RECOGNITION

- A. The County recognizes AFSCME as the sole and exclusive collective bargaining representative for the Detention Officers, Corporals, Sergeants, Front Desk Officers, Mail Officers, Property Officers, Recreation Officers, Transport Officers, Sergeant – Booking, Fire Safety Sanitation Officer, and Training and Recruiting Specialists employed by the County at the Detention Center as certified in the appropriate bargaining unit. It is acknowledged by the parties that probationary employees are not a part of the bargaining unit nor subject to any of the provisions contained in this Agreement.
- B. Employee for the purpose of this agreement is defined as a bargaining unit employee.

ARTICLE 2. 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 Warden'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 3. UNION RIGHTS

The County recognizes AFSCME as the exclusive bargaining representative as set forth in the Recognition article.

- A. AFSCME 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.
- B. Specifically excluded from the scope of this Agreement are employees of the Sandoval County Detention Center who are newly hired probationary employees, employees above the rank of sergeant, and/or management, confidential or supervisory as defined under the Public Employee Bargaining Act.
- C. 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.
- D. Position Changes. If during the term of this agreement the County creates a new classification within the ranks of Detention Officer to Sergeant or determines that an existing bargaining unit position should be re-evaluated, AFSCME shall be notified of the proposed job title, job description, and pay rate before implementation. If AFSCME is not in agreement with the proposed determination, it may, within ten [10] working days, request a meeting with the Warden or his designee and the County Human Resources Director in order to discuss any concerns.

ARTICLE 4. ALLOCATED MEETING TIME

- A. AFSCME team members who are County employees shall be allowed to attend and participate in negotiations with representatives of Sandoval County and the Sandoval County Detention Center for renegotiation of the Agreement. Such attendance shall be on the employees' own time, except that, in accordance with Article 7, Leaves, 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 AFSCME 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 Warden, 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 business is not County business and, therefore, cannot and shall not be conducted on duty time except as specifically provided by the Public Employee Bargaining Act. Union business shall not interfere with the operations of the County or the Detention Center. The employees, and the Union, the officers and stewards may, on non-duty unpaid time, perform the following duties and activities:
1. Work with the Warden'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. Attend Labor Management meetings.
 3. Post Union information and bulletins on the bulletin board provided by the Warden for Union use. It is understood that no posting shall be of a derogatory nature toward the County, the Detention Center, or any employee.
- D. Employees may request to take leave to attend official Union meetings, conventions, or functions of AFSCME 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 5. DUES DEDUCTIONS

A. Membership Dues

1. The County shall, upon receiving an employee-signed authorization, deduct Union membership dues levied by the Union each pay period. The deduction will only include membership dues and shall not include any other fees, costs, fines, assessments, or contributions of any kind.
2. The County shall make deductions of Union membership dues from employee wages and forward to the Union within ten days of withdrawal.
3. It shall be the Union's responsibility to notify the County in writing of any change in the amount of membership dues by July 15th of each fiscal year. Dues may not be increased more than once per fiscal year. The Union will notify the County at least 30 days prior to the effective date for the change in dues amount increase by letter.
4. The Union shall pay for the defense of and hold the County and the Detention Center harmless on any and all issues pertaining to its deduction of dues.

- B. **Membership Objections:** All membership objections will be solely the responsibility of the Union and the Union will hold the County and Detention Center 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 regard, all other legal and required deductions have priority over Union membership dues.
 2. A member may terminate Union 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 will hold the County and Detention Center harmless on any and all issues pertaining to employee termination of membership.

ARTICLE 6. HOLIDAYS

- A. The County will designate holidays for which holiday pay will be paid.
- B. Employees who do not work a holiday will be paid their regular rate of pay for eight (8) holiday hours. Time paid for a holiday not worked is not time worked for the purposes of computing overtime compensation.
- C. To be eligible for holiday pay an employee must have actually worked their last regular assigned work shift prior to and the next regular assigned shift after the identified holiday shift or be on approved paid leave.
- D. An employee who works on a holiday shall be paid twice (2x) the hourly rate for the first eight (8) hours worked on the holiday and straight time for any additional hours.

ARTICLE 7. LEAVES

- A. Immediate family, as used herein, is defined as spouse, child under eighteen (18), and parents.
- B. Sick leave benefits are intended to be paid to an employee during an absence due to personal illness or injury or to care for an immediate family member due to the immediate family member's illness or injury. Sick leave benefits are to protect the employee from

loss of earnings and for that purpose only. Benefits are not to be used to extend a vacation or to cover other absences. Upon separation from employment, the employee does not accrue any right for unused sick leave benefits.

- C. Any employee who is going to be absent from the employee's regularly scheduled shift, due to illness or injury, shall contact management at least two (2) hours prior to the start of the employee's shift.
- D. Sick leave will accrue at the rate per pay period as set forth in the County's Personnel Rules and Regulations. The maximum sick leave accrual is 480 hours.
- E. Sick leave abuse is defined as the repeated utilization of sick leave on the days immediately preceding or immediately following the employee's days off, holiday, and/or annual leave; the use of the leave for reasons other the sick leave; or patterns of sick leave usage. This language also serves as notice that the abuse of sick leave will not be tolerated and may result in termination from employment with the County.
- F. Except in emergencies, any employee desiring to take sick leave for medical treatment, minor surgery, etc., is required to first obtain permission from management or follow County policy regarding FMLA certification.
- G. Employees who exhaust their sick leave accrual and are still not released to return to work may request the use of accrued vacation. Such employees may be required to submit to a physical examination by a County selected physician.
- H. Sick leave abuse creates a significant cost to the County and an added burden to the employees who must assume the additional workload and the inability to take legitimate leave due to staffing requirements. The parties will work together to attempt to eliminate the abuse of sick leave. Employees who request and take sick leave and are found to have utilized such sick leave for other purposes will have provided just cause for disciplinary action including termination of employment.
- I. Employees shall furnish a doctor's release before returning to work after having utilized sick leave benefits for three (3) or more consecutive days or where sick leave abuse is suspected.
- J. At the time of separation from the County for whatever reason, all accrued sick leave is forfeited.
- K. An employee's accrued sick leave is not transferable to any other person.
- L. The County has the authority and responsibility to investigate any suspected abuse of sick leave. An employee who requests and takes sick leave and is found to have used sick leave for reasons other than sickness, illness, or injury as requested shall have provided just cause for termination of employment.

- M. Annual Leave. Employees will accrue annual leave in accordance with the Personnel Rules and Regulations.
- N. Personal Leave. Bargaining unit employees shall receive one (1) personal leave day per calendar year. Personal leave days may not be carried over into the following calendar year.
- O. Bereavement Leave. A bargaining unit employee may request bereavement leave for the death of an employee's spouse, parent, mother-in-law, father-in-law, grandparent, grandparent-in-law, child, step child, son-in-law, daughter-in-law, grandchild, sibling, sibling to spouse, or pre-acknowledged domestic partner. Bereavement leave will be as set forth in the County's Personnel Rules and Regulations.
- P. Jury Duty. Pay for jury duty will be authorized for regular full-time employees only for days the employee is scheduled to work. If the employee is excused by the Court during a workday, the employee shall return to work and complete his/her shift. The employee shall remit all jury pay to the County Finance Department.
- Q. Military Leave. Employees shall be granted military leave according to the laws of the United States and the State of New Mexico. An employee who is going to take military leave, shall provide at least thirty (30) days' advance written notice to the employee's immediate supervisor along with the order(s) to report, as soon as practicable.
- R. Maternity Leave. Maternity Leave may be requested and will be granted in accordance with the Family and Medical Leave Act (FMLA), as amended.
- S. FMLA. An employee may request family medical leave without pay. Such leave will be granted subject to the requirements of the FMLA. An employee on FMLA leave will have such leave charged first to accrued sick leave, then accrued annual leave, and finally to leave without pay.
- T. Leave Request. All leave requests will be made on the appropriate County form. All leave, whether paid or unpaid, are subject to the recommendation of management and the approval of the Detention Director or designee(s).

ARTICLE 8. RECORDS INFORMATION

- A. Public Records. Requests for inspection of public records shall be handled in accordance with the Inspection of Public Records Act.
- B. Personnel Records. Inspection of Personnel Records shall be handled in accordance with County policy.

1. An employee may request a single copy of any document in his/her personnel file. An employee will be charged for any additional copies in the same amount as charged under the Inspection of Public Records Act.
2. An employee may request in writing to the Human Resources Department to review his personnel file, or in writing to the supervisor to review his departmental file. Such request must be submitted at least twenty-four (24) hours prior to the time the employee wishes to review the file.
3. No material, within County control, which contains adverse personnel actions or comments shall be placed in an employee's personnel file without the employee being provided a copy of the document prior to placement in the personnel file. The employee may submit a response to the document within five (5) days to be attached to the document and placed in the personnel file.

ARTICLE 9. BARGAINING UNIT INFORMATION

- A. During the months of January, May, and September, and within thirty (30) days of an employee entering the bargaining unit, the County will provide a listing of bargaining unit information to the Council 18 designee electronically and in Excel format that includes the following information, if contained in the County's records:
 1. Name
 2. Department
 3. Date of Hire
 4. Title
 5. Hourly Rate
 6. Home Address
 7. Work and Personal Email Addresses
 8. Work and Personal Telephone Numbers
- B. The information provided shall be kept confidential by the Union and shall only be used for the purpose of administering the Agreement.

ARTICLE 10.

COMPENSATION

- A. Wages. Effective the first full pay period following ratification and signature of this Agreement, the first full pay period in July 2025, or resolution of impasse, whichever is later, bargaining unit employees shall be paid in accordance with the following Tier system:

Certified Detention Officer:

Tier 1 (beginning of bargaining unit representation)	\$22.09
Tier 2 (beginning 3 rd year of bargaining unit representation)	\$23.17
Tier 3 (beginning 5 th year of bargaining unit representation)	\$24.25
Tier 4 (beginning 7 th year of bargaining unit representation)	\$25.32
Tier 5 (beginning 9 th year of bargaining unit representation)	\$26.40

Sergeant:

Tier 1 (beginning on start date as Sergeant)	\$26.93
Tier 2 (beginning 3 rd year as Sergeant)	\$27.50
Tier 3 (beginning 5 th year as Sergeant)	\$29.16

- B. Pay Period. The wages of employees shall be paid biweekly.

ARTICLE 11.

OVERTIME

- A. Overtime compensation will be calculated and paid in accordance with the Fair Labor Standards Act (FLSA), Section 207(K) exemption for all hours actually worked over eighty (80) hours in a pay period. Paid leave is not time worked under FLSA and will not be counted as time worked for the purpose of computing overtime compensation.
- B. Working overtime is a condition of continued employment with the County. An employee must provide the Detention Center with a telephone number at which the employee can be reached on their days off. Overtime shall be assigned by the Detention Center based on needs and in accordance with the procedures set forth herein.
- C. The Detention Center shall maintain a list of onsite overtime volunteers posted on a bi-weekly basis. Overtime shall first be filled from the onsite volunteer list by seniority. If not enough onsite volunteers are on the list to fill positions, employees will be mandated to work overtime first with employees that are onsite followed by offsite employees being called in to work for mandatory overtime in reverse seniority order on a rotating basis.

ARTICLE 12.

SHIFT DIFFERENTIALS

Bargaining unit members shall continue to receive current shift differentials, as applicable to the shifts (e.g. day, swing, or graveyard).

ARTICLE 13. PENSION

The County shall continue to provide bargaining unit members the P.E.R.A. pension plan. Effective following approval by the Commission and PERA Board in fiscal year 2026, the County will pick up an additional one and one half percent (1.5%) of the employee's contribution to PERA.

ARTICLE 14. INSURANCE

The Sandoval County Health and Welfare benefits packages 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 is 80% County/20% employee for the cost of the basic package, including Health and Dental. Long-Term Disability is also available.

ARTICLE 15. 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 16. FITNESS FOR DUTY

- A. The Detention Center may observe a decline in an employee's job performance and have a creditable basis to question the employee's fitness for duty. As a result, the Detention Center, with concurrence of the Human Resources 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 Detention Center may temporarily assign employees to alternative shifts, light duty, or leave status, not to exceed sixty (60) days, unless additional time is agreed upon by AFSCME, 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 Warden 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 17. SUBSTANCE ABUSE POLICY

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

ARTICLE 18. INOCULATION AND IMMUNIZATION

- A. The Warden'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 Detention Center 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 19. INTERNAL INVESTIGATIONS

The parties shall comply with the Detention Center's Internal Investigation of Staff policy contained in the Standard Operating Procedures and attached hereto as Appendix A.

ARTICLE 20. 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 Warden 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 Union representative. An employee may notify the Union 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 Detention Center 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 County notifies the Union 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 Detention Center 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 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 representative.

- H. Disciplinary Actions involving suspensions, demotion, or discharge may be disputed through the Formal Dispute Resolution Procedure herein or the Grievance Procedure provided in the County's Personnel Rules and Regulations. 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.

ARTICLE 21. 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.

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, or the County.
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 to the Assistant Director or designee 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 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
Specific 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 Detention Center with adequate and timely notice of the nature of the dispute. If the parties are unable to resolve the Dispute within five (5) days of the filing of the Dispute, the Dispute may be filed to Step 2.

Step 2 – The affected employee may file the Dispute in writing with the Warden or his designee within five (5) business days after filing at Step 1. 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 Warden or his designee may meet with the employee and such other personnel as he deems appropriate to resolve the dispute. The Warden shall have ten (10) business days following the filing of the Dispute at Step 2 to respond to the Dispute. The time limit may be extended by mutual agreement of the parties.

Step 3 – The affected employee may file the Dispute in writing within five (5) days of the Warden's decision with the Human Resources Director. 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 may meet with the employee and such other personnel as he/she deems appropriate to resolve the dispute. The Human Resources Director or designee shall have ten (10) business days following the filing of the Dispute at Step 3 to respond to the dispute. The time limit may be extended by mutual agreement of the parties.

Step 4 – Formal Dispute Resolution Procedure: If the dispute has not been settled at Step 3 the Disputant shall follow 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 Human Resources Director. 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;
Specific 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 shall contact FMCS and request a regional panel of seven [7] arbitrators within ten (10) business days of receipt of the Human Resources Director's decision at Step 3. 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 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 Warden 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. Disputes involving disciplinary action of suspension, demotion with loss of pay, or termination may be filed directly to Step 2 within ten (10) days of the date of Notice of Final Action.
5. A Disputant may be accompanied by a Union representative and have full rights of participation at any hearing or meeting conducted under the dispute resolution procedure. Any non-Union representative must be approved by the Union, who must waive its exclusive representation rights.
6. 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.
7. 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 provided the Dispute has been processed in accordance with this Article.

ARTICLE 22. SHIFT BID

Shift bids for Detention Officers for eight (8), ten (10), or twelve (12) hour shifts shall be conducted in the months of December, April, and August to take effect the following month. Bids will be conducted to ensure rookies, senior officers, and females are allocated amongst the shifts/days off.

ARTICLE 23. VACANCIES

The Employer shall advertise all bargaining unit job vacancies which the Employer intends to fill in a reasonable manner, including posting a notice on all bulletin boards at the location where the vacancy exists, for a period of at least fourteen (14) calendar days prior to selection process.

ARTICLE 24. PROMOTIONS AND ADMINISTRATIVE POSITIONS

The following procedures will be followed in selection of applicants for a promotion to sergeant or assignment to administrative positions (recreation officer, mail officer, property officer, and transport officer) when a vacancy occurs which the County decides to fill.

- A. Bargaining unit employees that meet the minimum requirements of the position must submit an application to the Sandoval County Human Resources Department.
- B. Any applicant that does not meet the minimum requirements of the position will be disqualified.
- C. A point system will be used to assign value to an applicant's work history as follows:
 - 1. Sergeant: the applicant may not have any suspension or demotion within the prior eighteen (18) months.
 - 2. Disciplinary records:
 - a. Minus five (5) points for each Oral Reprimand in the applicant's file.
 - b. Minus ten (10) points for each Written Reprimand in the applicant's file.
 - c. Minus fifty (50) points for an applicant that has been suspended or demoted as a discipline.
 - 3. Achievement Records: five (5) points for each Certificate of Recognition from the County.
 - 4. Attendance Records:
 - a. Ten (10) points if in the last twelve (12) months the applicant has zero (0) sick days used.
 - b. Five (5) points if in the last twelve (12) months the applicant has one to five (1-5) sick days used.

- c. Two (2) points if in the last twelve (12) months the applicant has six to eight (6-8) sick days used.

5. Written test for Promotion to Sergeant

- a. The written test consisting of an essay will be administered asking each applicant to answer four (4) questions. The test will be conducted in the training room and will be a timed test evaluating the following:
 - 1. Knowledge of subject matter
 - 2. Demonstrates sound judgment
 - 3. Critical thinking skills
 - 4. Ability to effectively communicate a thought or idea
- b. An applicant can score up to eighty (80) points for this portion of the process. Each question will be worth twenty (20) points and be scored as follows:
 - 1. Excellent: 20 points
 - 2. Good: 15 points
 - 3. Fair: 10 points
 - 4. Poor: 5 points

6. Oral Board

- a. Each applicant will attend an oral interview by a panel of at least three (3) supervisors or managers.
- b. The oral portion of the selection process will consist of fifteen (15) questions whose content will specifically relate to knowledge of subject matter, demonstration of sound judgment, critical thinking skills, and ability to effectively communicate a thought or idea.
- c. An applicant can score up to one hundred fifty (150) points for this portion of the process.

7. Selection Committee. A selection committee consisting of the Warden and Deputy Warden will review all of the information obtained from this selection process and the Warden will make the final selection to the best-matched applicant.

ARTICLE 25. LAYOFF AND RECALL

- A. In the event that a layoff is necessary, the County shall provide the Union 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.
- 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.
- 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 26. USE OF FORCE

The parties shall comply with the Detention Center's Use of Force policy contained in the Standard Operating Policy and Procedures.

ARTICLE 27. TRAINING

- A. The County will provide all required training including, but not limited to, use of force and defensive tactics. Training time will be counted as work time.
- B. The County will provide training to obtain and maintain all required certifications and recertifications as required by law. Failure to obtain and/or maintain required certifications may affect the employee's ability to perform the functions of the position and result in removal from administrative position or termination of employment.

ARTICLE 28. COMPLETE AND ENTIRE AGREEMENT

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

of the proposed change. If the change impacts a term or condition of employment, the Union may request to meet and confer within fourteen (14) days of receipt of the written notice. If the Union requests to meet and confer, the Detention Center and/or the County Human Resources shall, prior to implementing the proposed change, meet with the Union in good faith at least once to discuss the proposed changes and the need for those changes.

ARTICLE 29. TERM OF AGREEMENT

- A. Term of Agreement: This Agreement will become effective upon ratification and signature of this Agreement or resolution of impasse, whichever is later, and will continue in full force and effect for four (4) years. Either party may request the reopening of negotiations by filing written notice with the other party during the month of February. Either party may request the reopening of negotiations for Article 10. Compensation and up to two (2) other items per party by filing written notice with the other party during the month of February prior to the anniversary date of the Agreement. Should neither side reopen negotiations, this contract shall continue from year to year.
- B. Savings Clause
If any provisions of this Agreement or any application thereof should be rendered or declared unlawful, invalid, or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State Legislation, or by any Executive Order or other competent authority, the remaining provisions of this agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid, or unenforceable.

SIGNATURES

SANDOVAL COUNTY COMMISSION

15/Michael Meek 4/23/2025
Michael Meek, Chair Date

[Signature] 4/23/2025
Jordan Juarez, Vice Chair Date

[Signature] 4/23/2025
Katherine A. Bruch, Member Date

[Signature] 4/23/2025
Jon Herr, Member Date

[Signature] 4/23/2025
Joshua Jones, Member Date

FOR AFSCME

Rob Trombley
Rob Trombley
AFSCME Lead Negotiator

Date

Olga Esquibel 04/09/2025
Olga Esquibel

Date

ATTEST:

Anne Brady-Romero
Anne Brady-Romero,
County Clerk

Date



APPROVED AS TO FORM:

Michael Eshleman 4/23/25
Michael Eshleman,
County Attorney

Date