

First Amendment to

*AGREEMENT BETWEEN
DONA ANA COUNTY, NEW MEXICO
AND*



*AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES;
NEW MEXICO COUNCIL 18,
DETENTION CENTER LOCAL 1529 AFL-CIO*

This serve to amend the Collective Bargaining Agreement entered into between Doña Ana County and the American Federation of State, County and Municipal Employees; New Mexico Council 18, Detention Center Local 1529 AFL-CIO that was entered into on August 23, 2022.

All Articles not specifically reference below remain in full force and effect.

Article XX **LABOR MANAGEMENT COMMITTEE**

1. The parties shall establish a Labor Management Committee (hereinafter referred to as "LMC") which shall be a standing committee for the duration of this Agreement. The LMC shall meet at least montly at a mutually agreed upon time and place on paid status for all members of the committee. The Union and the Employer shall each appoint one co-chairperson and up to three additional members.
2. The LMC shall be free to address, without restriction, any topic of interest or concern which affects working conditions of bargaining unit employees, including but not limited to compensation and benefits. It is understood and agreed that while the parties shall not be restricted in the topics to be addressed other than set forth above, neither the discussions, nor the outcome thereof shall be considered or treated as constituting a binding agreement between the parties unless reduced to writing, and signed and dated by the authorized representatives of the parties respectively (e.g. a Memorandum of Understanding).

Article 9 **DISCIPLINARY ACTIONS**

1. Coaching and counseling as defined in section 9-1 of the Human Resources Policies and Procedures which are incorporated herein by Article 4 is encouraged to provide regular communication and feedback to ensure a personal and professional development as well as a positive work experience. When Coaching and/or counseling is utilized by a supervisor, such coaching and/or counseling shall be documented by the supervisor and acknowledged by the employee.
2. Discipline shall only be for just cause.
3. The County reserves the right to investigate allegations of employee misconduct and/or unsatisfactory work performance.
4. An employee may be placed on administrative leave with pay, if appropriate, during an investigation of the employee.
5. During an investigation, no documentation related to the matter under investigation will be placed in the employee's official personnel file until the investigation has been completed.
6. Interviews of the employee who is the subject of the investigation will be conducted when the employee is on duty or during the employee's normal working hours, unless the urgency of the investigation requires otherwise.
7. Interviews of the employee who is the subject of the investigation will be conducted at County facilities, unless the urgency of the investigation requires otherwise.

8. An employee shall be permitted at any phase of an investigation which may reasonably lead to a suspension without pay, demotion, or termination, including interviews by a management representative, to have a representative of his/her choosing.
9. Prior to the imposition of discipline other than verbal or written reprimand or warning, the employee will be advised in writing of the charges against him/her. The writing will include the factual basis for the discipline and the proposed discipline including a summary of the circumstances giving rise to the charges; gives a general explanation of the evidence the County has and will include the specific rules, regulations, policies, and/or procedures that have allegedly been violated.
10. Employees will cooperate in all investigations conducted by or on behalf of the County, including polygraph exams. After reviewing all the information collected in the course of an investigation of an employee, the department head or designee may order the employee to submit to a polygraph examination administered by a licensed polygraph examiner, provided that all other reasonable investigative means have been exhausted. Failure to cooperate may be the basis for disciplinary action, up to and including termination. Nothing herein shall preclude an employee from exercising any constitutional or statutory right to which the employee may be entitled.
11. Except as otherwise provided by an arbitrator or a court of law, disciplinary actions shall be noted in the employee's official personnel file kept by the Human Resources Department.
12. All disciplinary action to include oral reprimands, written reprimands, demotions, suspensions, or terminations will be for just cause. The employee will be provided a copy of all findings (e.g., sustained, not sustained, etc.) following the conclusion of the investigation. Reprimands will not be considered in future disciplinary actions after 60 months unless there have been subsequent reprimands issued in that period of time.
 - A. Although all disciplinary actions kept in the employee's official personnel file shall remain in the employee's official personnel file, the use of certain disciplinary actions for the below listed purposes shall be limited as follows:
 - (1) Written reprimands shall not be used in connection with decisions regarding promotions or lateral movements after the expiration of six (6) months from the date of issuance, unless any additional discipline or corrective action has been imposed within the six (6) month period or unless the reprimand related to gross negligence or gross misconduct.
 - (2) Suspensions or demotions shall not be used in connection with decisions regarding promotions or lateral movements after the expiration of two years (2) years from the date of issuance, unless any additional discipline or corrective action has been imposed within the two years (2) year period or unless the discipline is related to gross negligence or unlawful harassment, discrimination or retaliation; workplace violence; theft; or gross misconduct.

B. Any disciplinary action below a written reprimand (i.e. coaching and counseling, documented verbals) kept in a supervisor's personnel file shall be removed from the supervisor's personnel file after the expiration of twelve (12) months from the date of issuance, provided the employee submits a written request to the supervisor for such removal, describing the specific disciplinary action(s) to be removed with reasonable particularity.

C. Any satisfactorily completed performance improvement plan kept in a supervisor's personnel file shall be removed after the expiration of twelve (12) months from the date of satisfactory completion, provided the employee submits a written request to the supervisor for such removal, describing the specific performance improvement plan(s) to be removed with reasonable particularity.

13. Disciplinary actions involving counseling and documented verbal reprimands may be appealed to the director for final determination. The employee may attach a rebuttal to any written disciplinary documentation in the employee's personnel file.

14. All other disciplinary actions may be appealed through the grievance procedure contained in this Agreement, including written reprimands, suspension without pay, demotion, and termination. In any disciplinary actions appealed to arbitration through the grievance procedure contained in this Agreement, the arbitrator shall apply just cause as the standard for discipline and use preponderance of evidence as the standard of proof (i.e.; 51 % or higher).

15. All disciplinary actions, including documented verbal's, written reprimands, demotions, suspensions, or terminations will be for just cause. All findings will be handed down in a timely manner not to exceed twenty (20) business days from the conclusion of a Professional Standards Unit (PSU) investigation, which occurs when the official finding(s) form is issued by the department head or designee. The twenty (20) business days begins on the following business day from issuance and refers to Monday through Friday, excluding holidays. When a PSU related investigation continues beyond twenty (20) business days from initiation, and when the PSU investigation is only administrative in nature (not a criminal investigation), then the Union shall be informed that the investigation is still continuing and that no disposition has been finalized at that point. The Union shall be further informed every successive thirty (30) calendar days thereafter via email. The time limits specified in this paragraph shall not apply to EEO, workplace violence or incidents or gross negligence or gross misconduct based investigations conducted by the County's Internal Affairs Investigator or assigned outside investigator.

16. Except where outside agencies are involved in the investigation, the County may impose discipline no later than eighty (80) work days after it acquires knowledge of the incident for which the disciplinary action is posed, unless facts and circumstances exist which require a longer period of time.

17. An employee may be allowed to use up to 50% of the amount of suspension time, up to a maximum of ten (10) days of accrued vacation or comp time in lieu of suspension without pay. This option is available to the employee only if they do not appeal the suspension.

18. Pre-Determination Hearing

- A. The employee is entitled to a pre-determination hearing whenever unpaid suspension, demotion or termination of employment has been recommended.
- B. Following notification of intent to suspend, demote or terminate employment the employee may be placed on administrative leave, with pay, pending the predetermination hearing outcome with the approval of the Human Resources Director and County Manager.
- C. Within five (5) work days of receipt of the Notice of Intent to Suspend, Demote or Terminate, the employee shall deliver a written memorandum to the Human Resources Director to indicate the employee is requesting a pre-determination hearing, with receipt acknowledged by the Human Resources Department.
- D. If the employee does not request a pre-determination hearing, or fails to appear at the hearing, the employee is deemed to have waived his/her right to contest the matter and the action recommended in the notice of intent shall take effect.
- E. If there is a request for a Pre-Determination Hearing to the Notice of Intent, the hearing shall take place within 10 work days of a request for a hearing, unless the employee and the employer agree in writing to an extension of time or a hearing officer who is not a county employee is retained to conduct the hearing. A representative of the employee's choosing may represent the employee.
- F. The purpose of the oral response is not to provide an evidentiary hearing but is an opportunity for the employee to present his or her side of the story. It is an initial check against mistaken decisions and a determination of whether there are reasonable grounds to believe the charges against the employee are true and support the proposed action.
- G. The employee shall be notified by the department head or designee, within five (5) work days, of the results of the pre-determination hearing.
- H. The Notice of Determination will specify the disciplinary action to be imposed, and the effective date of the action. The notice will be delivered by mail to the employee's address of record, email, or by personal delivery.
- I. The Notice of Determination may be appealed in accordance with the grievance articles. Only employees who elect to have the pre-determination hearing shall have an appeal right.
- J. The audio or video recording of the pre-determination hearing is required. The Union shall also have a right to record or request a copy of the hearing.

Article 25

OVERTIME

1. All overtime will be paid on an eighty-six (86) hour pay period. For the purpose of this article the work week is defined as: Starting on Sunday at 00:01 running through the following Saturday 23:59. Vacation, sick leave and personal time shall be paid at the normal rate of pay and shall not be counted as hours worked for overtime purposes. Vacation leave, and personal time are not subject to reduction when additional hours are worked. These hours shall be paid in the same pay period in which they were taken.

2. When overtime is available, the County shall first offer the opportunity to work overtime to those officers who have volunteered to work overtime. When there is a surplus of volunteers in relation to the amount of available overtime, the County shall assign the overtime on the basis of seniority among the employees who have volunteered to work overtime.
3. When the County does not have enough officers volunteering to work overtime, the County shall assign the available overtime on the basis of reverse seniority starting with the officer with the least seniority in the County. Officers assigned to on-call transport weekend duty will also be excluded from any mandated overtime for that period unless all other mandated overtime assignments have been exhausted.
4. After an officer has been mandated to work overtime during a pay period, that officer shall not be mandated to work overtime again until a full rotation of the overtime list. Officers who volunteered for overtime will be bypassed the first rotation up the list.
5. No officer shall be mandated to work more than twenty-four (24) hours in any combination of volunteer or mandated overtime hours per pay period, unless the Officer requests additional overtime days. An Officer may volunteer up to sixty (60) hours of overtime per pay period.
6. The County will offer overtime for the following two pay periods approximately one month in advance, based on seniority. Employees may volunteer for shifts of overtime they would like to work for the pay periods offered. Employees shall volunteer for overtime by turning in their memos by the posted due date, which is posted yearly by January 30th. Those overtime requests will be locked in and guaranteed. No later than two weeks after the initial submittal deadline, DACDC will post a secondary list of available shifts to provide another opportunity for voluntary overtime. The County shall post the final overtime schedule no less than one week prior to the start of the new calendar.
7. Overtime shall be scheduled as twelve (12) hour shifts for days and nights. Transport and visitation post will be excluded from mandated overtime unless all other mandated overtime assignments have been exhausted.
 - A. Officers assigned to Monday – Friday, 08:00 to 17:00 Specialty Posts in Classification, Transport, Administrative Services or Training can volunteer for three (3) four-hour overtime shifts during each pay period. The overtime must occur after their regularly scheduled shift.
 - B. In order for the four-hour shifts to count against the twenty-four hour mandatory overtime limit, the total must equal twelve hours. Voluntary overtime shift less than or greater than twelve cumulative hours per pay period will not count against the twenty-four hour mandatory limit.
8. All uniformed personnel are required up to forty (40) hours per year re-certification training (as required for certification by the NM Counties Association). This time shall not be used in the calculation of mandatory or volunteer overtime for the pay period. All trainings shall be posted at least one month in advance of the overtime schedule to avoid a conflict in scheduling.

9. An Officer who calls in sick more than three (3) times in a three (3) month period may not work any additional overtime in the same pay period. Sick leave for which an officer provides a statement from a licensed health care provider will not be counted.
10. Employees who have worked at DACDC for 20 years or more are not subject mandated overtime, however, they shall maintain the right to volunteer for overtime according to their seniority.

Article 37 **WAGE INCREASE AND RE-OPENER**

1. A lateral hire will be given credit for full years of service as an applicable detention and/or corrections officer, or other directly related experience as determined by the Human Resources Director and the County Manager. Credit for prior years of service applies only to the rate of pay and not to other seniority as set out in Article 22.
2. An employee who voluntarily terminates employment on good terms (not as a result of any disciplinary action or in lieu of disciplinary action or with disciplinary action pending), and returns to employment within one year of separation from the County, will return at the pay step at which they left. An employee who returns to employment after one year will be given credit for prior years of service as set forth in paragraph 1 above.
3. Bargaining Unit employees' compensation shall be determined using the following compensation plan for the employee's classification with steps based upon their years of service in classification after being placed in the appropriate step at the time of hiring.

COMPENSATION PLAN **Years in Grade Progression**

Dona Ana County Detention Center
Aug 2024

Trainee	\$ 19.78
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AFSCME Covered Positions

		Officer														
Step		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
		\$ 20.34	\$ 21.47	\$ 22.60	\$ 23.01	\$ 23.42	\$ 23.83	\$ 24.24	\$ 24.66	\$ 25.06	\$ 25.47	\$ 25.89	\$ 26.30	\$ 26.70	\$ 27.11	\$ 27.52
		16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
		\$ 27.92	\$ 28.30	\$ 28.74	\$ 29.14	\$ 29.55	\$ 29.96	\$ 30.36	\$ 30.77	\$ 31.18	\$ 31.63	\$ 32.05	\$ 32.48	\$ 32.91	\$ 33.35	\$ 33.79

		Sergeants														
Step		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
		\$ 23.73	\$ 24.35	\$ 24.98	\$ 25.61	\$ 26.24	\$ 26.86	\$ 27.49	\$ 28.11	\$ 28.75	\$ 29.37	\$ 30.00	\$ 30.62	\$ 31.26	\$ 31.83	\$ 32.42
		16	17	18	19	20	21	22	23	24	25	26	27			
		\$ 33.00	\$ 33.57	\$ 34.16	\$ 34.74	\$ 35.32	\$ 35.90	\$ 36.48	\$ 37.06	\$ 37.64	\$ 38.15	\$ 38.66	\$ 39.17			

4. Effective the first full pay period after ratification of this agreement, all bargaining unit members shall be advanced to the new rate of pay for their current step of as reflected in the compensation plan set forth above.

5. Advancement to all future steps shall occur on the first full pay period of the fiscal year regardless of the employee's hire date or anniversary date within the classification.

6. The Union or the County may re-open this Agreement for two issues (not to include wages) in March 2025, and wages and two issues in March 2026.

Article 38

DURATION OF AGREEMENT

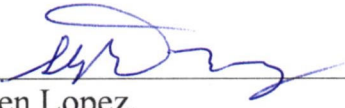
1. This Collective Bargaining Agreement shall become effective the first full pay period after it is ratified by the Dona Ana County Board of Commissioners and the union.
2. This Agreement is effective until June 30, 2027.

AFSCME Council 18
Local 1529

By:  12.9
Thomas Burns, President

Date: 8-28-27

Dona Ana County
County Manager

By: 
Stephen Lopez,

Date: 08/28/2024