

CIBOLA COUNTY BOARD OF COMMISSIONERS

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Chairman

Robert Armijo
1st Vice Chairman

Jack Moleres
2nd Vice Chairman

Patrick Simpson
Commissioner

Lloyd F. Felipe
Commissioner

Regular Meeting
December 21, 2016 at 5:00 p.m.
Cibola County Commission Chamber
700 East Roosevelt Ave, Suite 50

1. **Public Hearing for Comment on:**
 - a. Personnel Policy Ordinance
2. **Call to Order**
3. **Roll Call**
4. **Pledge of Allegiance**
5. **Prayer**
6. **Approval of Agenda**
7. **Approval of Minutes:**
 - a. November 21, 2016 Special Meeting
 - b. November 30, 2016 Regular Commission Meeting
 - c. December 5, 2016 Special Meeting
8. **Reports**
 - a. Monthly Sheriff's Department Activity Report
 - b. Monthly Detention Report
 - a) PREA
 - c. Monthly Road Department Report
 - d. County Complex Remodel Expense Report
9. **Public Comment**

The Public has the opportunity to provide comment at this time regarding any agenda item only. Your Comments will be limited to three minutes unless the Board of County Commissioners requests more information. The time limit is given in an effort to allow public input but also to move the agenda forward in a prompt yet efficient manner.
10. **Presentations**
 - a. Future Foundations Highlights – Sherri Kachirisky
11. **Unfinished Business – Action May Be Taken**
 - a. Consideration of Resolution 16-48, Relating to the Use of Public Buildings or Properties, such as Community Centers, Meeting Rooms or Parks, by Individuals, Groups and Other Non-County Entities
12. **New Business-Action May Be Taken**
 - a. Consideration of Resolution 16-53 CDBG Resolution to Government Body
 - b. Consideration of Approval of Personnel Policy Ordinance
 - c. Consideration of Contract
 - a) Global Contract
 - b) Termination of Future Foundations

13. Manager's Report

14. Comments

- a. Staff
- b. Commissioners

15. Executive Closed Session

Pursuant to Section 10-15-1 (H) (2) (5) (7) & (8) the following matter may be discussed in closed session:

- a) Litigation - Acoma v. Assessor and Treasurer
 - Motion and roll call vote to go into Executive Session for the state reasons
 - Board meets in closed session
 - Motion and vote to go back into regular session
 - Summary of items discussed in closed session
 - Motion and roll call vote that matters discussed in closed session were limited to those specified in
 - Motion for closure and that no final action was taken, pursuant to the authority in § 10-15-1 NMSA 1978

16. Action Item

- a. Approval of settlement agreement with Acoma Pueblo

17. Announcements

The next Regular Commission Meeting will be held on Thursday, January 26, 2017 at 5:00 p.m. immediately following the Board of Finance Meeting in the Cibola County Commission Chamber Room, 700 East Roosevelt Ave, Suite 50

- The Swearing in Ceremony will be held on Wednesday, December 28, 2016 at 10:00 am
- The Grand Opening will be on Friday, January 6, 2017 at 10:00 am

18. Adjournment



CIBOLA COUNTY
BOARD OF COUNTY COMMISSIONERS
ORDINANCE № 2016-02

An Ordinance Relating to Administration, Adopting a Personnel Policy; Setting forth Personnel Rules and Regulations Establishing Consistent, Basic Policies and Practices Concerning Relations between the County and its Employees

PREAMBLE

WHEREAS, NMSA 1978, Section 3-18-1 provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1, have the power to “protect generally the property of its municipality and its inhabitants” and to “preserve peace and order”; and,

WHEREAS, NMSA 1978, Section 4-37-1 *et seq.* provides that counties may adopt ordinances, not inconsistent with statutory or constitutional limitations placed on counties, to discharge those powers necessary and proper to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the county and its inhabitants; and,

WHEREAS, NMSA 1978, Section 3-13-4 (1965) allows municipalities and counties to establish a personnel merit system for the hiring, promotion, discharge and general regulation of municipal and county employees.

Table of Contents

Contents

PREAMBLE	i
Table of Contents	iii
SECTION I: DEFINITIONS	1
SECTION II: EMPLOYMENT STATUS	4
2.1 Position Specifications.....	4
SECTION III: GENERAL PROVISIONS	5
3.1 Purpose.....	5
3.2 Scope.....	5
3.3 Amendment of Rules & Regulations	5
3.4 Employee Knowledge & Information of Rules & Regulations	5
3.5 Equal Employment Opportunity Rules & Regulations.....	5
3.6 Administration by County Manager.	5
3.7 Duties of All Employees.....	6
3.8 Chain of Command & Conflict Resolution	6
3.9 Conflict with Collective Bargaining Agreements.....	6
3.10 Code of Ethics.....	6
SECTION IV: RECRUITMENT AND SELECTION	7
4.1 Purpose.....	7
4.2 Recruitment of Applicants	7
4.3 Temporarily Filling Vacant Positions.....	7
4.4 Best Qualified & Best-Suited Applicant Determination.....	7
4.5 Promotion and Transfer Policy	
4.6 Selection.....	7
4.7 Pre-Selection Prohibited	8
4.8 Ineligibility for Hire and Rehire	8
4.9 Testing.....	8
4.10 Commencement of Work.....	8
SECTION V: CHANGES IN EMPLOYMENT STATUS.....	9
5.1 Promotion.....	9
5.2 Evaluation Period.....	9
5.3 Demotion.....	9
5.4 Transfers	9
5.5 Resignation	10
5.6 Layoff Procedure	10
5.7 Layoff Return Privileges.....	10
5.8 Medical Disability Dismissal.....	10
5.9 Reinstatement.....	10
SECTION VI: CONDITIONS OF EMPLOYMENT	11
6.1 Probationary Period for New Hires.....	11
6.2 Temporary Employee Hired to a Regular Position.....	11
6.3 Former County Employees Hired to a Position	11
6.4 Permitted Political Activities	11
6.5 Prohibited Political Activities	12
6.6 Public/Political Office.....	12

6.7 Nepotism	12
6.8 Conflict Ban	13
6.9 Outside Employment	13
6.10 Workplace & Sexual Harassment	13
6.11 Performance Evaluations	15
SECTION VII: BASIS FOR EMPLOYEE DISCIPLINE	18
7.1 Discipline	18
7.2 Definition of Just Cause	18
7.3 Disciplinary Action	18
7.4 Consultation with County Attorney	19
7.5 Progressive Discipline	19
7.6 Verbal Reprimand	19
7.7 Written Reprimand	19
7.8 Suspension	20
7.9 Demotion	20
7.10 Dismissal	21
7.11 Examples Not Inclusive	22
7.12 Pre-Determination (Loudermill) Hearing	22
7.13 Written Notice	22
7.14 Immediate Suspension with Pay	22
7.15 Pre-Determination Hearing Procedure	22
7.16 Pre-Determination Hearing Decision	22
7.17 Notice of Grievance	23
SECTION VIII: GRIEVANCE PROCEDURES	23
8.1 Conditions or Actions Not Grievable	23
8.2 Employees Not Eligible for Grievance Procedure	23
8.3 Grievance Procedure	23
8.4 Appointment of Personnel Hearing Officer	24
8.5 Hearing Officer Qualifications	24
8.6 Grievance Hearing Schedule	24
8.7 Grievance Hearing Procedures - Rules of Procedure	24
8.8 Conduct of Hearing	24
8.9 Order of Presentation	25
8.10 Communication of Hearing Officer's Decision	25
8.11 Appeal of Hearing Officer's Decision	25
SECTION IX: COMPENSATION & BENEFIT PROGRAM	26
9.1 Purpose	26
9.2 Hours of Work	26
9.3 Overtime Pay	26
9.4 Consistency with Fair Labor Standards Act	26
9.5 P.E.R.A. Benefits	26
9.6 Insurance Benefits	26
9.7 Fringe Benefits	26
9.8 Compensatory Time	27
9.9 Training & Certification Rewards Program	Error! Bookmark not defined.
SECTION X: LEAVE AND HOLIDAYS	27
10.1 Holidays	27
10.2 Personal Holiday Leave	28
10.3 Annual Leave with Pay	28

10.4 Accrual Limitation	28
10.5 Separation from Service or Change in Service Pay	28
10.6 Annual Leave Conversion.....	Error! Bookmark not defined.
10.7 Shared Leave Policy	28
10.8 Annual Sick Leave with Pay.....	29
10.9 Sick Leave Authorization	29
10.10 Use of Sick Leave During Probationary Period.....	29
10.11 Certification of Illness for Sick Leave	29
10.12 Sick Leave Incentive.....	Error! Bookmark not defined.
10.13 Bereavement Leave.....	29
10.14 Family Medical Leave	30
10.15 Administrative Leave.....	Error! Bookmark not defined.
10.16 Workers' Compensation Program.....	31
10.17 On-The-Job Injury Leave.....	31
10.18 Voting Leave.....	31
10.19 Court Service Leave with Pay.....	32
10.20 Leave Without Pay.....	32
10.21 Life Threatening Illnesses in the Workplace	32
10.22 Inclement Weather	33
10.23 Leave For Unforeseen Circumstances	33
10.24 Military Leave.....	33
10.25 Light Duty Return-To-Work.....	35
10.26 Change in FLSA Status.....	36
SECTION XI: SUBSTANCE ABUSE POLICY	37
11.0 Purpose.....	37
11.1 Safety Sensitive Employees.....	37
11.2 Policy	37
11.3 Prohibited Substances	38
11.4 Prohibited Conduct	38
11.5 Testing Which Results In a Dilute Specimen	39
11.6 Treatment Requirements.....	40
11.7 Proper Application of the Policy.....	40
11.8 Testing Procedures.....	40
11.9 Pre-Employment Drug & Alcohol Screening.....	41
11.10 Employee Requested Testing.....	41
11.11 Reasonable Suspicion Testing.	41
11.12 Post-Accident Testing.....	41
11.13 Random Testing.....	41
11.14 Return-To-Duty Testing.....	42
11.15 Follow-Up Testing.....	42
11.16 Employment Assessment.....	42
11.17 Departmental Rule for Positive Drug/Alcohol Test.....	42
11.18 Re-Entry Contracts.....	43
11.19 Detection.....	44
11.20 Voluntary Request for Assistance.....	44
11.21 Definitions.....	44
11.22 Records	45
11.23 Confidentially	45
SECTION XII: EMAIL & INTERNET USE	45

12.0 Access	45
12.1 Purpose & Scope.....	45
12.2 Acceptable Use	45
12.3 Inappropriate Use.....	46
12.4 Internet & E-Mail Etiquette	46
12.5 Security	46
12.6 Penalties	46
12.7 No Expectation of Privacy	47
12.8 User Compliance.....	47
12.9 Protection & Handling of Sensitive Information	47
SECTION XIII: PAY POLICY	47
13.1 Purpose.....	47
13.2 Applicability	47
13.3 Pay Compensation Process Overview.	47
13.4 Entry Level Wages.....	48
13.6 Position Specifications Requirements.....	48
13.7 Grandfather Clause	48
13.8 Contents of Personnel File	48
13.9 Access to Personnel Files.....	48
SECTION XIV: EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PLAN	49
14.1 Purpose.....	49
14.2 Statement of Policy	49
14.3 Management Responsibility.....	49
14.4 Complaint Procedures.....	49
14.5 Remedies.....	50
SECTION XV - MISCELLANEOUS	50
15.1 Designated Work Areas	50
15.2 Personal Business.....	50
15.3 Safety	50
15.4 County Property	50
15.5 County Vehicles.....	50
15.6 Personal Appearance.....	51
15.7 Weapons in the Work Place	Error! Bookmark not defined.
15.8 Searches & Surveillance	51
15.9 Workplace Violence.....	51
15.10 Final Paycheck	52
15.11 Uniforms	52
15.12 Return of Uniforms, Equipment & County Property	53
15.14 Normal Work Hours.	54
15.15 Reduced Work Hours.....	54
15.16 Separation from Service with the County.....	54
SECTION XVI: AUTHORITY	54
16.1 Rules	54
16.2 Savings Clause	54
SECTION XVII: REPEAL OF FORMER PERSONNEL POLICY	55
EMPLOYEE ACKNOWLEDGEMENT FORM	57

SECTION I: DEFINITIONS

- 1.1 ADMINISTRATIVE LEAVE WITH PAY. Leave with pay granted at the County Manager's discretion after considering the elected official's or department director's recommendation. Bereavement Leave will be considered Administrative Leave with pay. See Section 10.13.
- 1.2 ADMINISTRATIVE LEAVE WITHOUT PAY. Leave without pay granted at the County Manager's discretion after considering the elected official's or department director's recommendation.
- 1.3 ANNIVERSARY DATE. Anniversary date means the date of appointment or reemployment and is changed as of the date of promotion, demotion, reduction, or change to a different technical occupation group, group role, or manager category in the same pay band or pay opportunity.
- 1.4 ANNUAL LEAVE. Leave with pay granted to an employee, after accrual at a specific rate, with approval of the employee's supervisor.
- 1.5 APPEAL. Written request that a decision of a formal grievance be reconsidered at a further stage in the grievance procedure.
- 1.6 APPLICANT. A person who has made formal application on an official County personnel application form for a position with the County.
- 1.7 "AT WILL" EMPLOYEE. See definition of "Unclassified Employee".
- 1.8 BOARD. Board means the Board of County Commissioners.
- 1.9 CASUAL EMPLOYEE. An employee hired to fill a position paid by the hour that may be called on short notice and/or on an occasional basis. Casual employee may also be one who works less than twenty (20) hours a week. A casual employee is paid only for hours worked and does not receive any employment benefits. A casual employee does not have the right to grieve employment decisions.
- 1.10 CLASSIFIED EMPLOYEE. An employee who has served the prescribed probationary period and is eligible for the rights and privileges provided for under these Rules.
- 1.11 CONTINUOUS LENGTH OF COUNTY SERVICE. Continuous length of County service means the length of time for which there have been no breaks in employment as an employee spanning from the employee's Date of Hire, other than annual leave, sick leave, military leave authorized pursuant to Section 10.24 below, or authorized leave without pay for less than six (6) months.
- 1.12 CONTRACT EMPLOYEE. Contract employees are FLSA exempt and are unclassified employees and have a contract approved by the Board. Contract employees serve at the will and pleasure of the Board. Contract employees are not entitled to grievance procedures or holiday premium pay.
- 1.13 COUNTY BUSINESS. The performance of duties of a County employee at an employee's normal workstation or at a location authorized by the County.
- 1.14 COUNTY MANAGER. An individual appointed by the Board to conduct the business of the County and to act as the administrative assistant to the Board aiding and assisting the Board in the exercise of their duties and responsibilities. In the event there is no County Manager, the duties and responsibilities specified in these Rules shall be carried out by an appointed Acting County Manager or the chairperson of the Board.
- 1.15 DATE OF HIRE. Date of Hire is the date indicated as such on the employee's Personnel Action Form indicating New Hire as a regular employee, from which there is continuous length of County service. Alternatively, the Date of Hire may be from the date of Reinstatement if reinstatement occurs after a lapse of continuous length of County service.

- 1.16 **DEMOTION.** An employee may be demoted to a position for which the employee is qualified when the employee would otherwise be terminated. The demotion may be a result of funding shortages. An employee who does not possess the necessary ability to render satisfactory performance in the position presently held may be demoted. Employees may voluntarily request such a demotion. Demoted employees may receive a reduction in pay, per County Manager approval and department head recommendation. Only a regular employee demoted due to disciplinary action is entitled to grievance procedures under Section VIII, Grievance Procedures.
- 1.17 **DEPARTMENT DIRECTOR.** An employee hired to fill a position who has the responsibility of supervising and administrating a department of County government as determined and designated by the Board.
- 1.18 **DISMISSAL.** Dismissal means the involuntary separation or dismissal from employment for disciplinary reasons.
- 1.19 **DOMESTIC PARTNER.** An individual who has an exclusive and committed relationship with a County employee and the relationship is the same as, or similar to, a marriage relationship in this state. For purposes of these Rules: 1) domestic partners must have shared a common, primary residence for twelve (12) or more consecutive months, 2) must jointly be responsible for each other's common welfare and share financial obligations, 3) neither can be married or a member of another domestic partnership, 4) both must be at least 18 years of age, and 5) are not related by blood to a degree of closeness that would prevent them from being married to each other in this state.
- 1.20 **DUE PROCESS.** The right granted to a regular employee to pre- and post disciplinary hearings for actions of suspension, demotion or dismissal.
- 1.21 **ELECTED OFFICIAL.** An individual elected by popular vote or appointed to fill vacancies in elective office, i.e., County Commissioner, County Clerk, County Treasurer, County Sheriff, County Assessor, and Probate Judge.
- 1.22 **EXEMPT EMPLOYEES.** All executive, administrative and professional employees as those terms are defined in the federal Department of Labor regulations relating to the Fair Labor Standards Act, and whose compensation is based on a fixed salary.
- 1.23 **GRANT FUNDED EMPLOYEE.** A full or part-time employee hired to fill a position that exists only upon receipt of grant funds. This position is terminable-at-will if funding is not received or upon expiration of the grant agreement.
- 1.24 **GRIEVANCE HEARING.** A formal hearing conducted at the request of an employee who is grieving a promotion, suspension, demotion, involuntary transfer, or dismissal as set forth in these Personnel Rules and Regulations.
- 1.25 **GRIEVANCE.** A formal complaint by an employee concerning actions taken by management which result in loss of pay to the employee and/or privileges to the employee including suspension, demotion, involuntary transfer or dismissal.
- 1.26 **HEARING OFFICER.** The individual who is charged with the responsibility of hearing and deciding allegations of improper promotion, post-disciplinary action matters of demotion, suspension and dismissal.
- 1.27 **IMMEDIATE FAMILY.** Spouses, domestic partners, children, parents, siblings, grandparents, grandchildren, like in-laws, and like step-relationships and persons with legal custodial relationships.
- 1.28 **LAYOFF.** The involuntary separation of an employee from County service without fault on the part of the employee, due to the abolition of a position, reorganization, lack of work, or lack of funds.
- 1.29 **MEDICAL DISABILITY DISMISSAL.** The dismissal of an employee from County employment when the employee is unable to perform the essential functions of the position

with reasonable accommodation(s) that do not impose undue hardship upon the County, due to a medical condition, when there is corroborating documentation of this condition from a licensed health-care professional. Although Medical Disability Dismissal is not disciplinary in nature, employees are nonetheless entitled to participate in the County's pre-determination and grievance procedures if they are subject to dismissal.

- 1.30 NONEXEMPT EMPLOYEES. All employees who are not exempt employees as defined in the federal Department of Labor regulations relating to the Fair Labor Standards Act.
- 1.31 PART-TIME EMPLOYEE. An employee who works more than twenty (20) hours and less than forty (40) hours per week. Employees working twenty (20) hours or more on a consecutive basis are eligible for fringe benefits.
- 1.32 PRE-DISCIPLINARY HEARING. A hearing conducted by the County Manager or his/her designee before the imposition of the disciplinary actions of suspension, demotion or dismissal.
- 1.33 PROBATIONARY EMPLOYEE. A full-time or part-time employee hired to fill a regular position that has not yet completed the twelve (12) month probationary period of employment during which time the employee is terminable-at-will. During this probationary period the supervisor is required to evaluate the employee on a monthly basis.
- 1.34 PROMOTION. A promotion is the change of an employee from a position in one classification usually to a position in a classification with a higher salary range.
- 1.35 REGULAR EMPLOYEE, Full-time: An employee who has successfully completed probation with a work schedule of at least forty (40) hours per week. Part-time: An employee who has successfully completed probation with a work schedule of more than twenty but less than forty (40) hours per week.
- 1.36 RESIGNATION. Resignation means the voluntary separation of an employee from County service.
- 1.37 SAFETY-SENSITIVE or SECURITY-SENSITIVE POSITION. A safety-sensitive or security-sensitive position is a position approved as such by the elected official or department director and the County Manager, including a supervisory or managerial position in which impairment by drug or alcohol use would constitute an immediate and direct threat to public health or safety and includes, but is not limited to, law enforcement officers, detention officers, employees who are required to regularly carry a firearm, drivers required to have a CDL license, have access to confidential information and/or receive calls for public service and employees who regularly transport other people as their principal job or otherwise designated so by the County Manager.
- 1.38 SALARIED EMPLOYEE. A salaried employee a position that is FLSA exempt from overtime and works to complete his/her assigned tasks until the job is completed, not for a specific number of hours. Salaried employees do not accrue sick or annual leave.
- 1.39 SICK LEAVE. Leave with pay granted to employees when personal illness, injury, pre-arranged medical or dental examination, quarantine, therapy, counseling or other necessary treatment keeps the employee from performing the duties of the position or when a member of the immediate family is ill, injured or requires treatment for the described reasons.
- 1.40 SUSPENSION. An involuntary leave of absence, with or without pay, for disciplinary reasons, or pending investigation of allegations made against an employee, or for pending determination of the grievance procedure.
- 1.41 TEMPORARY EMPLOYEE. An employee hired to fill a position that will temporarily fill a position that is vacant due to the absence of an employee or for some other requirement. Temporary employment will not exceed a six (6) month period. All temporary employees are terminable-at-will, do not accrue leave, and do not receive employee benefits.

- 1.42 **TERM EMPLOYEE.** An employee that is hired to fill a position for a specific time period based on Board funding for a specified period of time, funding source or similar situation, not to exceed two years in duration.
- 1.43 **TRANSFER.** The voluntary or involuntary movement of an employee, from one department or office to another department or office in the County service.
- 1.44 **UNCLASSIFIED EMPLOYEE (or At-Will Employee).** An employee who can be dismissed at any time, with or without cause. The terminable-at-will employees in the County shall be: probationary employees; temporary employees; contract employees; and others designated by the Commission. Terminable-at-will employees are not entitled to the grievance procedures provided for in these Rules.

SECTION II: EMPLOYMENT STATUS

2.1 Position Specifications. The County shall establish a set of position specifications for all positions. Position specifications shall include title, tasks, duties, responsibilities and minimum qualifications. They will also specify knowledge, skills, education, and abilities required of applicants. See Definitions for description of employee position. An employee may qualify for one or more of the following position descriptions:

- A. **Probationary Employee.** A full-time or part-time employee hired to fill a regular position that has not yet completed the twelve (6 month probationary period with an additional 90 days of employment during which time the employee is terminable-at-will. During this probationary period, the supervisor is required to evaluate the employee every six months.
- B. **Temporary Employee.** An employee hired to fill a position that will temporarily fill a position that is vacant due to the absence of an employee or for some other requirement. Temporary employment will not exceed a six (6) month period. All temporary employees are terminable-at-will, do not accrue leave, and do not receive employee benefits.
- C. **Regular Employee.** **Full-time:** An employee who has successfully completed probation with a work schedule of at least forty (40) hours per week. **Part-time:** An employee who has successfully completed probation with a work schedule of more than twenty but less than forty (40) hours per week.
- D. **Part-time Employee.** An employee who works more than twenty (20) hours and less than forty (40) hours per week. Employees working twenty (20) hours or more on a consecutive basis are eligible for fringe benefits.
- E. **Grant Funded Employee.** A full or part-time employee hired to fill a position that exists only upon receipt of grant funds. This position is terminable-at-will if funding is not received or upon expiration of the grant agreement.
- F. **Casual Employee.** An employee hired to fill a position paid by the hour that may be called on short notice and/or on an occasional basis. Casual employee may also be one who works less than twenty (20) hours a week. A casual employee is paid only for hours worked and does not receive any employment benefits. A casual employee does not have the right to grieve employment decisions.
- G. **Unclassified Employee.** An employee who can be dismissed at any time, with or without cause. The terminable-at-will employees in the County shall be: probationary employees; temporary employees; contract employees; and others designated by the Commission. Terminable-at-will employees are not entitled to the grievance procedures provided for in these Rules.

- H. **Classified Employee.** An employee who has served the prescribed probationary period and is eligible for the rights and privileges provided for under these Rules.
- I. **Contract Employee.** Contract employees are FLSA exempt and are unclassified employees and have a contract approved by the Board. Contract employees serve at the will and pleasure of the Board. Contract employees are not entitled to grievance procedures or holiday premium pay.
- J. **Term Employee.** An employee that is hired to fill a position for a specific time period based on Board funding for a specified period of time, funding source or similar situation, not to exceed two years in duration.
- K. **Temporary Agency Employees.** Individuals who perform work for the County through a contract with an independent third-party, like a temporary placement or employment agency. These individuals are not County employees and are therefore not entitled to any benefits or rights detailed in this policy.

SECTION III: GENERAL PROVISIONS

3.1 Purpose. The purpose of these Personnel Rules and Regulations (Rules) is to establish consistent, basic policies and practices concerning relations between the County and its employees. These Rules further establish the formal grievance procedure available to regular employees to hear their grievances with respect to promotions, demotions, suspensions, involuntary transfers and dismissal, and provide the method by which a personnel hearing officer is chosen to hear formal grievances. Independent contractors are not subject to the provisions of the Rules.

3.2 Scope. Definite rules and regulations cannot be readily formulated for every possible problem and situation. These Rules serve as a general basis and guide for the proper, efficient, and effective management and administration of personnel matters of the employees of the County. The Rules contained herein replace and supersede all previously issued personnel rules, regulations and ordinances applicable to employees of the County as the subject matter is covered in the County Code of Conduct and these Rules.

3.3 Amendment of Rules & Regulations. There shall be no resolution or other action of the Board or other County officials, which is inconsistent with these Rules, except by amendment of these Rules. The Board reserves the right to amend these Rules by Ordinance. The County Manager may issue interpretative memoranda or Administrative Instructions, not inconsistent with these Rules, which further detail the interpretation of these Rules.

3.4 Employee Knowledge & Information of Rules & Regulations. The Human Resources Manager shall provide a copy of these Rules to present employees and to all new employees with instructions to read and be familiar with all provisions of these Rules. Employees shall sign for a copy upon receipt.

3.5 Equal Employment Opportunity Rules & Regulations. Individuals will not be discriminated against on the grounds of race, age, religion, color, national origin, ancestry, sex, marital status, physical or mental handicap, medical condition, sexual orientation or gender identity, in consideration for employment, promotions, transfers, duration of employment, compensation, terms, conditions, or privileges of employment by the County.

3.6 Administration by County Manager. The County Manager or designee shall administer and interpret the personnel system and the terms of these Rules and its amendments, and all

future approved operating procedures. The County Manager shall recommend to the Board any necessary amendments or revisions to the Rules.

3.7 Duties of All Employees. All employees shall adhere to the provisions of these Rules. Elected officials, department directors, division managers, Human Resources Manager and the County Manager further shall be responsible for seeing to the adherence and enforcement of these Rules.

3.8 Chain of Command & Conflict Resolution. In order to maintain open communication between County and its employees and to ensure that employees' general working concerns and conflicts are addressed quickly and efficiently, the County will utilize the chain of command protocol. Employees have the right to present or make known their complaints, free from interference, restraint, discrimination, coercion, or reprisal. This provision does not apply to serious complaints such as harassment, dangerous working conditions, workplace violence and discrimination, which are otherwise addressed by the policy.

It is required that an employee discusses his/her concerns first with his/her immediate supervisor. Departments should utilize alternative methods of dispute resolution, including mediation, wherever appropriate to resolve conflicts in the workplace and encourage positive working relationships between employees and management.

If the concern cannot be handled at this level, the employee may request a meeting with the next level supervisor, up to the elected official or department director of his/her department. If it becomes necessary to pursue the issue beyond the department director or supervisor level, or if the concern cannot be handled or remedied within the department due to supervisory conflict, it may be appealed to the County Manager within ten (10) calendar days of the department's final decision. The County Manager or designee may serve as a hearing officer and the County Manager's decision on the complaint shall be final and binding.

3.9 Conflict with Collective Bargaining Agreements. If any provision of this Resolution is in conflict with a written Employee Agreement duly adopted by the Board pursuant to the Public Employee Bargaining Act [NMSA 1978, §§10-7E-1 to 10-7E-26], the terms of the Collective Bargaining Agreement shall control.

3.10 Code of Ethics.

- A. The ethical county employee shall:
1. Properly administer the affairs of the county.
 2. Promote decisions which only benefit the public interest.
 3. Actively promote public confidence in county government.
 4. Keep safe all funds and other properties of the county.
 5. Conduct and perform the duties of the office diligently and promptly dispose of the business of the county.
 6. Maintain a positive image to pass constant public scrutiny.
 7. Evaluate all decisions so that the best service or product is obtained at a minimal cost without sacrificing quality and fiscal responsibility.
 8. Inject the prestige of the office into everyday dealings with the public employees and associates.

9. Maintain a respectful attitude toward employees, other public officials, colleagues and associates.
 10. Effectively and efficiently work with governmental agencies, political subdivisions and other organizations in order to further the interest of the county.
 11. Faithfully comply with all laws and regulations applicable to the county and impartially apply them to everyone.
- B. The ethical county official shall not:
1. Engage in outside interests that are not compatible with the impartial and objective performance of his or her duties.
 2. Improperly influence or attempt to influence other officials to act in his or her benefit.
 3. Accept anything of value from any source which is offered to influence his or her action as a public official.
 4. The ethical county official accepts the responsibility that his or her mission is that of servant and steward to the public.

SECTION IV: RECRUITMENT AND SELECTION

4.1 Purpose. It is the policy of the County to select and recruit the best qualified and the best-suited persons for all positions in an open and competitive manner, to ensure no discrimination and to ensure equal employment opportunity for all applicants and employees. The County will comply with all applicable federal and state laws and regulations.

4.2 Recruitment of Applicants. The elected official or department director shall notify the County Manager and the Human Resources Manager of the position to be filled. The Human Resources Manager shall issue job announcements through such media deemed appropriate to ensure open and competitive recruitment of individuals with sufficient time to ensure reasonable opportunity for persons to apply. The Human Resources Manager shall submit announcements and receive all applications through the Administrative Office. All publications for job announcements shall include reference to Cibola County as *“An Equal Opportunity Employer”*.

4.3 Temporarily Filling Vacant Positions. Vacant positions may be filled without public announcement by temporary employees on a temporary basis to replace regular employees on leave and pending the selection of a regular employee for a position or otherwise for a period not to exceed six months.

4.4 Best Qualified & Best-Suited Applicant Determination. The best qualified and best-suited applicant is determined by the elected official or department director, in conjunction with the Human Resources Director, based on minimum qualifications of education, experience, abilities, skills and past work experience as specified in written position specifications for each position. Personal interviews shall be conducted with at least three (3) applicants, or if less than three applications are received, all applicants shall be interviewed.

4.5 Promotion and Transfer Policy. If a regular full-time or part-time employee is substantially equally best qualified and suited in accordance with Section 4.4 with another applicant or applicants, the employee should be given preference in hiring.

4.6 Selection. The elected official, department director or designated representative shall review all applications for positions in their departments, in conjunction with the Human Resources

Director, and make their recommendation to the County Manager. Final appointment shall be made by the elected official/department director, in conjunction with the Human Resources Director, with approval of the County Manager based on the best qualified and the best-suited applicant for the position and the status of the County budget.

4.7 Pre-Selection Prohibited. Posted and advertised positions shall not be promised to any person prior to recruitment and selection to ensure the integrity and fairness of the selection process.

4.8 Ineligibility for Hire and Rehire. Applicants shall be considered ineligible for hire or rehire by the county if the applicant has:

- A. knowingly made any false statement or omission on the employment application;
- B. not met the requirements of the position;
- C. failed to complete pre-employment drug and alcohol screening or physical examinations or other requirements as directed by the County, except that an applicant not meeting drug and alcohol screening testing may reapply after a one-year period. An applicant who has failed a physical exam due to a pre-existing correctable medical condition may reapply at any time after the condition is corrected;
- D. not met the criteria for insurance or bonding as required by County or state law;
- E. been dismissed from County service as a disciplinary measure in five (5) years prior to the date of application;
- F. not been certified by a physician that the applicant can perform the physical requirements or the essential requirements of the position;
- G. been convicted for driving while under the influence of alcohol or drugs in the five (5) years prior to the date of the application, if a valid New Mexico driver's license and class is required for the position; or
- H. been convicted of a felony as described in NMSA 1978, §28-2-1, et seq. or convicted of a felony or infamous crime as defined in NMSA 1978, §10-1-3 and by its nature conflicts with the duties and responsibilities of the position;
- I. not meeting the requirements of state or federal funding agreements; and
- J. the above list is not necessarily exhaustive and may not include all of the reasons that would make an applicant ineligible for hire or rehire.
- K. resigned with pending employment charges pursuant to section 7 and 8 in five (5) years prior to the date of application.

4.9 Testing. The County may require an applicant to submit to testing for certain bona fide occupational qualifications to determine employment eligibility. This may include, without limitation pre-employment physical and drug and alcohol screening examinations for all but elected officials.

4.10 Commencement of Work. No applicant for employment shall commence work or be considered employed by the County until an approval of the selection is made in writing by the County Manager, Finance Director and Human Resources Director on a Personnel Action Form (PAF) and all pre-employment testing and relevant backgrounds checks have been completed. Payroll shall not enter the applicant into the County's system prior to receipt of a completed and signed PAF.

SECTION V: CHANGES IN EMPLOYMENT STATUS

5.1 Promotion. The County encourages the professional growth of its employees and rewards the initiative, creativity, effort, commitment, and diligence of its employees through the promotional process. The County shall make every effort to promote personnel from within the County. County employees are encouraged to take advantage of promotional opportunities and apply for higher paying positions for which they qualify.

5.2 Evaluation Period. Regular employees that are promoted or voluntarily transferred between Departments to a vacant position will be placed in an evaluation period. This is a period of evaluation and training of the employee in the new position. An evaluation period is for ninety (90) days. If performance while on the evaluation period is deemed unsatisfactory, in writing, by the department director or elected official, the employee may be returned to his/her previous position in that position, if available, placed in another vacant position for which the employee is qualified, if available, or dismissed at the discretion of the County Manager if no such positions are available. Employees being transferred back to previous positions receive the same pay received before their promotion.

5.3 Demotion. An employee may be, but is not required to be, demoted to a position for which the employee is qualified when the employee would otherwise be dismissed because the employee's position is being abolished due to lack of funds or lack of work and there are no appropriate vacancies at the same level; when the employee's job is being reclassified; when the employee does not demonstrate the necessary ability to render satisfactory performance in the position presently held; or when the employee voluntarily requests such a demotion, provided there is a position available.

5.4 Transfers

- A. **General Transfer.** Employees may be moved from one position to another of the same grade and pay range either voluntarily or involuntarily. An employee may be transferred if it is in the best interest of the County. Voluntary transfers are not grievable. Shifting department or office needs may require that an employee be temporarily or permanently transferred from one geographic location to another within a department or office. An employee may be transferred from one position to another position at the same salary range within a department or office. If such a transfer involves a probationary employee, time served in the former position shall be credited toward achievement of regular full-time status and salary increases, accumulated annual leave and sick leave shall be retained. The County Manager must approve all transfers.
- B. **Voluntary Transfers between Departments.** An employee who voluntarily transfers from one department to a vacant position in another department may be required to accept the new position at its entry level salary depending on his/her experience and qualifications required for the new position. The transferred employee will be subject to an evaluation period of ninety (90) days, as specified in Section 5.2.
- C. **Medical Transfer.** An employee who has been certified by a licensed physician as being physically unable to perform the duties of the employee's current position may be transferred as reasonable accommodation to an available position in which the physician certifies the employee is able to work, and for which the employee is qualified to perform. If no such position is available, the employee is subject to the leave without pay provisions of these Rules.

5.5 Resignation. An employee voluntarily resigning shall submit in writing to the department director or elected official and the Human Resources Manager, a two-week minimum notice of resignation. An employee's final paycheck may be withheld pending submission of a written notice of resignation and return of all issued equipment. Unless unique circumstances exist, failure to provide timely written notice may be grounds for refusal of future employment with the County. Unauthorized absence from work for a period of three (3) consecutive regularly scheduled working days shall be considered a voluntary resignation.

5.6 Layoff Procedure. Upon directive of the Board, the County Manager shall make the determination for layoffs after consulting with elected officials and department directors. When layoffs of more than one employee are required, layoffs shall be determined using the following criteria:

- A. Position in order of priority:
 - 1. Casual employees,
 - 2. Temporary employees,
 - 3. Probationary employees,
 - 4. Part-time employees;
- B. Performance of the employee compared to other employees being laid off in the same or similar positions;
- C. Value of the employee's position to the critical operation of the County or department, such as safety-sensitive or security-sensitive positions;
- D. Length of continuous service with the County; and
- E. Funding source.

5.7 Layoff Return Privileges. Any full-time or part-time regular employee who is laid off and returns within twelve (12) months of layoff shall not have to serve a probationary period if the employee return to his/her previous position and the probationary period has been served. A laid off-returning employee will be credited for all unused sick leave remaining and not compensated for at the time of layoff if the employee returns within the twelve (12) month period. Layoff privileges end:

- A. Twelve (12) months after the effective layoff date;
- B. After an employee has refused employment in a position for which the employee is qualified and/or for which the pay rate is the same or higher than the position previously held; or
- C. When a laid off employee accepts another position with the County. A laid off employee accepting another position with the County shall serve the required evaluation period.

5.8 Medical Disability Dismissal. Employees shall be involuntarily terminated upon completion of the twelve week family/medical leave if the employee is physically unable to perform the essential duties of the employee's position with reasonable accommodation(s) that do not impose undue hardship upon the County, as certified by a qualified, licensed physician. The provisions of this subsection are subject to the provisions regarding Workers' Compensation laws and "On the Job Injury Leave" found in Sections 10.16 and 10.17 of these Rules.

5.9 Reinstatement. Individuals that are reinstated as regular employees to the same or like position are not entitled to any previous benefits such as sick leave which may have been accrued during previous employment with the County except as provided in Section 5.7. Officials who

were County employees prior to being elected to an office, with no discontinuance of service to the County, shall retain all accrued benefits prior to being elected and their years of service as elected officials shall be included for all other applicable benefits afforded under these Rules.

SECTION VI: CONDITIONS OF EMPLOYMENT

6.1 Probationary Period for New Hires. An employee hired to fill a position shall serve a probationary period of twelve (12) months, beginning on the first day of work, during which time the employee is terminable-at-will.

- A. Law enforcement officers in the Sheriff's Department and detention officers shall serve a one (1) year probationary period, beginning on the first day of work, during which time the employees are terminable-at-will. The probationary period is an integral part of the evaluation process and is utilized for observing the employee's performance and obtaining the most effective adjustment of a new employee to the position. Employees will be evaluated one-month prior to the completion of their probationary period. The employee must achieve a satisfactory performance or better by the end of the probationary period before the employee can become a regular employee entitled to all of the rights and benefits of that status.
- B. If the employee satisfactorily completes the probationary period, the employee will become a regular employee. If the employee does not satisfactorily complete the probationary period, the employee may be dismissed, or upon the recommendation of the department head or elected official and with final approval of the County Manager, the probationary period may be extended for a period of ninety (90) days.
- C. In the event a probationary employee is on extended leave for any reason, the probationary period will be extended in an amount equal to that leave period.
- D. Probationary employee provisions. A probationary employee:
 - 1. can be dismissed, without cause, at any point during the probationary period;
 - 2. is not eligible for personal holiday leave;
 - 3. cannot grieve disciplinary actions;
 - 4. is allowed to use sick and annual leave as soon as it is accrued with approval of supervisor;
 - 5. shall accrue annual leave and sick leave, consistent with provisions of these Rules upon being hired. Employees terminated during their probationary period are only entitled to payment of annual leave.
 - 6. is eligible for health insurance and other optional benefits, as provided in Section 9.6.

6.2 Temporary Employee Hired to a Regular Position. An employee who fills a temporary position and is subsequently hired to fill a regular position shall serve the required probationary period. The beginning date of the probationary period is the date the employee changes from temporary to regular status.

6.3 Former County Employees Hired to a Position. A former County employee re-hired in the same or like position, or re-hired at any time to fill a new position, shall serve the required probationary period.

6.4 Permitted Political Activities. All employees:

- A. may engage in political activity on their own time;
- B. are encouraged to register to vote, and to exercise the right to vote;
- C. have a right to express their opinion on all political subjects and candidates;
- D. may serve as convention delegates;
- E. may sign nominating petitions and make voluntary contributions to political organizations and candidates; and
- F. may serve as an election or poll official.

6.5 Prohibited Political Activities. All employees, department directors and elected officials are prohibited from:

- A. Using official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office, or for any other political purpose.
- B. Directly or indirectly coercing, attempting to coerce, commanding or advising a state or local official or employee to pay, lend, or contribute anything of value to a party, committee or organization, agency, or person for a political purpose.
- C. Threatening to deny promotions to or retaliating in any way any employee who does not vote for or support certain candidates, requiring employees to contribute to a political fund or candidate, influencing subordinate employees to buy tickets to political fund-raisers and similar events, advising employees to take part in political activity and matters of a similar nature.
- D. Engaging in political activity while on duty.
- E. Using any County-owned equipment, supplies, vehicles, space or property for political purposes.

6.6 Public/Political Office

- A. Employees covered by the provisions of the Hatch Act [5 U.S.C. Sections 1501 to 1508] may not be candidates for partisan political office elections.
- B. Being a local school board member or a member of any post-secondary educational institution's governing body shall not be construed as holding political office.
- C. Employees may not hold a County political office and be a regular full-time, or at-will full-time, employee with the County.
- D. Employees not covered by the provisions of the Hatch Act [5 U.S.C. Sections 1501 to 1508] may be candidates for any partisan political office, must, upon filing a declaration of candidacy or accepting the nomination, take a leave of absence from their position in County service. The leave of absence shall be for fourteen (14) calendar days immediately prior to the election and the leave may be charged to accrued annual leave, if available. This provision shall not apply to candidates running unopposed.

6.7 Nepotism. In order to avoid the practice or appearance of nepotism in employment, near-relatives shall not work in the same department when there is a supervisory relationship between them.

- A. Near-relatives, as used in this ordinance, includes father/mother and spouse, son/daughter and spouse, grandparents, grandchildren and spouse, uncle/aunt and spouse, first cousin and spouse, nephew/niece and spouse, brother/sister and spouse. This also includes unrelated persons sharing a spousal/domestic partner relationship as well as adopted, step relatives in the relationships listed above.

- B. When there is a change in assignment or relationships among County employees, which lead to the supervision of or by other near-relatives, the employee must inform the elected official or department director in writing within five (5) working days. The elected official and department director, subject to the approval of the County Manager, will remove the employee from the supervision of a near relative within five (5) working days (excepted in Section 6.7 D). Such action may include involuntary transfer of the employee to another position, demotion of the supervisor or termination of the employee.
- C. Any problem arising from such a situation should be referred to the County Manager by the elected official or department director for review.
- D. Removal of a supervisory relationship is excepted in the event a first cousin (or spouse of a first cousin) of a current county employee with over one-year employment with the department, is duly elected to a County Office over that employee's department.

6.8 Conflict Ban. No employee shall engage in any business or transaction or accept private employment or other public employment which is incompatible with the proper discharge of the employee's responsibilities, or which gives the appearance of impropriety, or is prohibited by federal, state or county law or county policy.

6.9 Outside Employment. Employees may not, directly or indirectly, engage in any outside employment or financial interest which may conflict, in the County's opinion, with the best interests of the County or interfere with the employee's ability to perform his/her assigned County job. Examples include, but are not limited to, outside employment which:

- A. Prevents the employee from being available for work beyond normal working hours, such as emergencies or peak work periods, when such availability is a regular part of the employee's job;
- B. Is conducted during the employee's work hours;
- C. Utilizes County telephones, computers, supplies, or any other resources, facilities or equipment;
- D. Constitutes employment, contractual commitment or self-employment which conflicts with Section 15.14, below; or
- E. May reasonably be perceived as a conflict of interest, gives the appearance of impropriety or otherwise discredits public service.

An employee who chooses to have an additional job, contractual commitment or self-employment, may do so provided he/she provides prior notification, on the prescribed form, to his/her elected official/department director and the County Manager, and obtains prior approval from his/her elected official/department director and the County Manager. Any outside employment that could potentially interfere with emergency call-out situations must be reported to the employee's department elected official/director. If, after accepting outside employment, situations arise which could interfere with the employee's job, the employee needs to immediately report these situations to his/her elected official or department director.

6.10 Workplace & Sexual Harassment. The County will not tolerate harassment or sexual harassment.

- A. Cibola County is committed to taking reasonable steps to provide a professional working environment free from all forms of harassment, whether based on sex, sexual orientation,

gender identity, race, color, religion, national origin, age, disability or any other protected classification. Although this policy focuses on sexual harassment, it applies equally to all forms of harassment based on a protected classification and the procedures described in this policy shall be followed for all such harassment. This policy also applies when a County employee is subject to harassment in the workplace by someone outside the County.

- B. All County employees and members of the public have a right to be free from harassment from employees on official duty for the County. County employees are forbidden from engaging in harassing conduct in the workplace. Employees are also forbidden from engaging in conduct outside of work that creates a hostile work environment at work. Any act of harassment based upon a protected classification is a violation of county policy.
- C. Harassment Definition: verbal or physical conduct by any employee that, bullies, torments, persecutes, disrupts or interferes with another employee's work performance or that creates an intimidating, offensive or hostile environment.
- D. Sexual Harassment Definition: According to the EEOC, sexual harassment is any unwelcome sexually oriented behavior, demand, comment or physical contact initiated by any individual at the work place when:
 - 1. Submission to such conduct is made either explicitly or implicitly, a term or condition of an individual's employment;
 - 2. Submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions/opportunities affecting such individual, or
 - 3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance, or creating an intimidating, hostile or offensive working environment.
- E. Examples. Sexual harassment can occur in a variety of forms. Harassing conduct based on gender often is sexual in nature but sometimes is not. This policy forbids harassment based on gender regardless of whether the offensive conduct is sexual in nature. Sexual harassment is unacceptable in the workplace itself and in other work-related settings such as business trips and business-related social events. The following are some common examples of behaviors or situations that constitute sexual harassment:
 - 1. Oral or written sexual statements, comments, jokes, questions or innuendoes;
 - 2. Display of sexually oriented visual items such as calendars, cartoons, photos or posters;
 - 3. Assault, molestation or unwelcome physical contact such as kissing, touching, patting, pinching, brushing against or hugging;
 - 4. Requests, demands or subtle pressure for sexual activity;
 - 5. Threats or retaliation against an employee who refuses unwelcome sexual attention or sexual behavior;
 - 6. Overt promises or practices that imply preferential treatment for any employee in exchange for dates, sexual attention or sexual behavior;
 - 7. Sexual insults and suggestions including, but not limited to, lewd remarks, obscene gestures and sexually suggestive materials;
 - 8. Any conduct that ridicules, or is malicious or abusive to, an individual because of the individual's gender;
 - 9. Pressuring an employee to go out on a date;

10. Consensual "romantic" or sexual relationships between a supervisor/manager and an employee; or
 11. Asking employee questions of a sexual nature.
- F. Responsibility to Report Harassment. Any employee, who believes they are a victim of harassment because of their protected classification, should first confront the person or persons responsible for the offensive behavior and indicate that it is unwelcome and should be stopped. The employee also has an obligation to promptly report the matter to the Human Resources Director or the County Manager. These are the individuals who are authorized by this policy to receive and act upon complaints of harassment or discrimination on behalf of the County. All employees who observe, or become aware of harassment, also have an obligation to bring the matter to the attention of the Human Resources Director or County Manager, even if they are not the victim of harassment.
- G. Investigation of Complaints. It is the County's intent to provide a fair process for investigating and resolving complaints of harassment. The County will investigate all reports of alleged harassment. Information associated with the investigation will be kept confidential, to the extent possible, and consistent with the County's obligation to investigate promptly and thoroughly. All employees are required to cooperate with any investigation by the County in response to an allegation of harassment. Refusal to cooperate in an investigation may result in disciplinary action, up to and including termination.
- H. Appeal. Any affected employee dissatisfied with the conclusion or results of an investigation, or with any corrective measures taken, may appeal the decision to the County Manager. Any such appeal should be in writing and must include the nature of the employee's dissatisfaction with the conclusions or results of the investigation. Any qualifying disciplinary appeal must follow the grievance process.
- I. Protection against Retaliation. The County will not retaliate against an individual who reports sexual harassment in good faith and such retaliation in and of itself is grounds for disciplinary action, up to and including termination without prior progressive discipline. Retaliation is a serious violation of this policy and should be reported immediately.
- J. Discipline. Anyone violating this section will be subject to corrective or disciplinary action up to, and including dismissal.
- K. Unlawful harassment, including sexual harassment, of employees, or members of the public, may be cause for dismissal. If the County determines that harassment has occurred or that counseling, training, disciplinary measures or termination are appropriate, it will take appropriate measures to correct the problem following County disciplinary procedures. Serious cases of harassment constitute cause for termination without prior progressive discipline. Employees who knowingly make false allegations of sexual harassment may be subject to disciplinary action.
- L. Mandatory Training. Periodic mandatory training for all employees, including supervisors, managers and elected officials, will be provided by the County to increase knowledge of the workplace harassment policy, state and federal laws and the process for enforcing the policy.
- M. Vendors and Customers. Employees should report sexual harassment from vendors, customers, other county employees and the general public utilizing this Policy.

6.11 Performance Evaluations.

- A. Employees other than probationary employees shall be evaluated at least annually, and may be evaluated upon the following conditions:
 - 1. A change of status.
 - 2. In the event an employee is transferred under the command of another supervisor, the previous supervisor shall evaluate the employee.
 - 3. Along with a recommendation of any type of salary increase, including step increases if available.
 - 4. Demotion, suspension or corrective action.
 - 5. Any other time that a department director or immediate supervisor wishes to make the performance of an employee a matter of record.

- B. **Contents of Evaluation.** A performance evaluation shall contain an overall appraisal of the employee's performance. Forms may be provided or approved by the Human Resources Manager. All evaluations will be signed by the employee, supervisor submitting the evaluation and the Human Resources Manager.

- C. **Employee Rebuttal.** The employee may submit a written rebuttal statement to the performance evaluation that will be attached to and become a part of the performance evaluation. The rebuttal shall be submitted within ten (10) days of the evaluation.

- D. **Unsatisfactory Evaluation.** In the event a regular employee receives an overall evaluation of unsatisfactory performance, the employee shall be warned that the failure to meet reasonable performance standards of the position within a set time period, not to exceed ninety (90) days, shall result in dismissal. This process does not apply to probationary evaluation.

6.12 Fitness for Duty.

The County endeavors to provide a safe and productive work environment for the benefit of its employees and the public they serve. Employees are expected to manage their health in such a way that they can safely and effectively perform their essential job functions and to discuss with their supervisor any circumstance that may impact their ability to do so. The County may require professional evaluation of an employee's physical or mental capabilities to determine his or her ability to perform essential job functions. Such evaluations are conducted by an independent third-party, licensed health care professional and are undertaken only after careful review by Human Resources. To the extent possible, the County will protect the confidentiality of the evaluation and results.

This evaluation process is for only those situations where reliable observation indicates that the employee may not be physically or mentally able to perform the essential functions of his or her position due to a physical or mental condition. It is not intended to be a substitute for sick or medical leave request, workers' compensation claims, allegations of violence in the workplace, situations where there is an immediate threat of harm or for performance management disciplinary process.

- A. Procedures. If, by observation of an employee's behavior or by receipt of reliable information, the County has reason to believe that an employee may lack the ability to perform the essential functions of his or her position due to a physical or mental condition, the following steps will be taken:

1. The department head or elected official will provide Human Resources with detailed information regarding the reason for and circumstances leading up to the fitness-for-duty referral, including information on essential job functions, evidence of the employee's inability to perform those functions effectively, and any attempts at resolving the matter.
 2. The Human Resources Director will review the information provided in the referral, along with a current job description of the essential functions of the employee's position. If it is determined that a fitness-for-duty evaluation is necessary, the Human Resources Director or designee will notify the employee in writing.
 3. Human Resources will determine the independent, third-party, licensed health care professional who will perform the evaluation, send a written request for an evaluation to him or her, and will schedule the evaluation at the earliest opportunity.
 4. Failure on the employee's part to comply with a scheduled fitness-for-duty evaluation constitutes insubordination and will be cause for disciplinary action, including termination.
 5. All costs of the health care services performed by the health care professional as part of the evaluation will be paid by the County.
 6. If the County Manager deems it necessary, the employee may be placed on temporary, paid administrative leave until the evaluation is completed.
 7. The employee will be requested to sign a voluntary written authorization allowing the health care professional to provide certain information obtained through the evaluation to the County. If no authorization is executed, the County may nevertheless obtain a description of the functional limitations of the employee that may limit the employee's ability to perform the essential function of his or her job, but no statement of medical cause may be disclosed.
 8. Insofar as feasible, the results of the evaluation will be treated as confidential, kept in a separate file within Human Resources, and the minimum necessary information will be shared only with those who need to know the results for legitimate county business purposes.
 9. If it is determined that the employee is not able to perform the essential functions of his or her position, Human Resources will attempt to determine if there is a reasonable accommodation that will allow the employee to continue working. If an appropriate accommodation cannot be made other options will be identified and communicated to the employee as available.
 10. If it appears that any functional limitations on the employee's ability to perform the essential functions of his or her position are the result of a work-related injury, the matter will be referred to Workers Compensation for the processing of a worker's compensation claim.
 11. All actions taken in carrying out this policy will comply with state and federal laws, as well as County policies and procedures and applicable contractual provisions.
- B. Evaluation and Results. The fitness-for-duty evaluation will not be conducted for the purpose of diagnosis or treatment, but rather for the purposes of determine and employee's ability to perform the essential functions of the job. Human Resources will provide the evaluator with a description of the essential function of the employee's position prior to the evaluation. The evaluator will be asked by Human Resources to release only that information as permitted under this policy or otherwise permitted or required by law. The evaluator will be asked to complete a written report containing only the following information.

1. A conclusion regarding the determination of fitness for duty;
 2. A description of the nature and extent of any functional limitation on the employee's ability to perform his or her job;
 3. A description of the expected duration of each such functional limitation; and
 4. An opinion as to whether or not the functional limitation may be the result of a work-related injury as related by the employee; further medical examination or investigation may be necessary to determine if the functional limitation arises out of, or has been caused by, the employee's occupation.
- C. Insofar as feasible, the results of the evaluation will be treated as confidential, and will be shared only with those who need to know the results for legitimate county business purposes. However, where the employee has placed at issue his or her medical history, mental or physical condition, or treatment, the relevant information may be used and disclosed by the County in connection with such proceedings.
- D. The County Manager will make a decision regarding the employee's status, including but not limited to the employee's return to duty or removal of the employee from any duties pending treatment and re-evaluation, depending on the results of the evaluation and the recommendation of the evaluator. In certain circumstances the employee may be subject to medical disability termination pursuant to Section 5.8 of this Ordinance.

SECTION VII: BASIS FOR EMPLOYEE DISCIPLINE

7.1 Discipline. Disciplinary actions for employees are based on just cause, in order to promote the efficiency of the services rendered by the County and the operation of its respective departments and offices. Disciplinary actions will be consistent with governing laws and regulations and will be taken without regard to race, age, religion, color, national origin, ancestry, sex, sexual orientation, physical or mental handicap or medical condition. No employee will be disciplined for refusing to perform an unlawful act.

7.2 Definition of Just Cause. Just cause is defined as any conduct, action or inaction arising from or directly connected with the employee's work, which is inconsistent with the employee's obligation to the County and reflects the employee's disregard of the County's interest. Just cause includes, but is not limited to, inefficiency, incompetence, misconduct, negligence, insubordination, performance which continues to be inadequate after reasonable efforts have been made to correct the performance problems, or conviction of a felony or misdemeanor involving moral turpitude and the misdemeanor conviction directly relates to the employee's particular job, trade, or profession.

7.3 Disciplinary Action. The County Manager, elected officials, department directors and supervisors have the authority to discipline an employee under their supervision. However, only the County Manager, with the advice of the elected official, has the final authority to demote, suspend or terminate an employee for disciplinary reasons. Copies of any written disciplinary action must be furnished to the County Manager's office for placement in the employee's file, with evidence of the employee's receipt of the action.

7.4 Consultation with County Attorney. Dismissal, demotion, and suspension require consultation with the County Attorney before taking disciplinary action. Whenever such consultation is not practical because of urgency, necessary action may be taken and the situations/ circumstances reviewed with the County Attorney as soon as practical.

7.5 Progressive Discipline. An employee shall be progressively disciplined whenever warranted. All actions involving substandard work performance, leading up to and including dismissal, require documented progressive discipline. The step of corrective action used depends on the severity of the infraction and the employee's previous work record. Because of the serious nature of some infractions, the first disciplinary action may be suspension or dismissal.

7.6 Verbal Reprimand. A verbal reprimand is used for minor infractions to inform the employee that his/her actions, behavior or conduct needs to change. Supervisors will keep written notations of verbal reprimands, and will place the written notation of the verbal reprimand in the employee's personnel file. Causes for verbal reprimands include, but are not limited to:

- A. substandard or unsatisfactory work performance;
- B. repeated absence or tardiness;
- C. misconduct on the job;
- D. failure to meet and/or maintain job requirements as set forth in the job description;
- E. violation any personnel Rules, other County rules, policies, regulations or supplemental rules;
- F. violation of a professional code of ethics accepted by those in the same profession as an employee and as stated in this policy;
- G. non-cooperation by an employee with fellow employees or other personal conduct which substantially interferes with the performance of his/her or another employee's work;
- H. failure to adhere to an established work schedule;
- I. excessive personal cell phone usage; and
- J. failure to obtain authorization for overtime.

7.7 Written Reprimand. An employee shall receive a written reprimand because the deficiency or infraction is of a greater degree than that for which a verbal reprimand may be used, or if a verbal reprimand was not effective. Causes for written reprimands include, but are not limited to:

- A. the causes listed for verbal reprimands;
- B. excessive absence or tardiness;
- C. sleeping on the job;
- D. negligence in the performance of duty including negligence in the operation of County vehicles or equipment;
- E. negligence or failure to adhere to established safety rules or regulations as well as willful unsafe conduct;
- F. insubordination and failure to comply with the lawful orders of a supervisor including the refusal to accept after hours assignments;
- G. refusal to perform tasks or duties assigned or detailed in an employee's job description;
- H. unauthorized absence from work;
- I. failure to report duty injuries, accidents or vehicle collisions;
- J. failure to follow the chain of command within a department;

- K. unauthorized use or abuse of County property (e.g. phones, cell phones, computers, vehicles, equipment, etc.);
- L. being untruthful when asked about any work related activities by a supervisor;
- M. abuse of sick leave, including use of sick leave on a day for which vacation or other leave has been denied;
- N. failure to follow a departmental SOP;
- O. engaging in idle gossip; and
- P. violation of the Code of Ethics (Section 3.10).

Written reprimands for an employee's work performance or conduct shall be placed in the employee's personnel file after providing the employee with a copy of the statement. The employee will be asked to acknowledge having read the comments by signing the statement. If the employee refuses to sign, said refusal to sign shall be noted on the document by the employee's elected official or department director, and a witness shall attest in writing that the statement was presented for signature to the employee, who refused to sign. The elected official or department director's signature, witness' signature, or employee's signature indicates that the employee received the statement, but does not necessarily indicate concurrence with its content. In addition, the elected official or department director may read the letter of reprimand to the employee. The employee may respond with a written rebuttal within ten (10) days after the document was entered into the personnel file, which shall also be placed in the employee's personnel file. The placement of a written reprimand in an employee's file is not grievable.

7.8 Suspension. An employee may be suspended without pay for a single serious offense or for continued inadequate job performance or misconduct after previous attempt(s) to correct the conduct have failed. Such suspension will not exceed two-hundred forty (240) hours. Suspension of an employee is subject to the formal grievance procedures. Causes for suspension include but are not limited to:

- A. the causes listed for verbal and written reprimands;
- B. continuous documented instances of poor performance;
- C. negligent damage to property and/or person(s);
- D. physical or mental unfitness for duty;
- E. consumption or possession of alcohol or controlled substances on-duty or on County property or in County vehicles;
- F. fighting while on-duty or on County property;
- G. harassment;
- H. sexual harassment;
- I. failure to report confiscation or loss of driver's license when required as condition of employment;
- J. operation of a County vehicle or a private vehicle while on County business without a valid driver's license; and
- K. engaging in malicious gossip;
- L. being under the influence of alcohol or controlled substance including illegal drugs as well as abuse of prescription drugs. See Section 11; and,
- M. Knowingly making any false statement or omission to a supervisor regarding work-related activities.

7.9 Demotion. An employee may be demoted for continued inadequate job performance after previous attempt(s) to correct the conduct have failed, provided that there exists a lower job

position in the County and the employee is capable of performing such a job. The demotion of an eligible employee is subject to the formal grievance procedures. A demotion may require a decrease in salary, with approval of the County Manager.

7.10 Dismissal. Dismissal is the final consequence when progressive discipline has failed to change unacceptable behavior or performance, or when the employee has engaged in other behavior that is of a serious nature that is unacceptable for County employees. The dismissal of an employee is subject to the formal grievance procedures. Causes for dismissal include, but are not limited to:

- A. all causes listed for the previous disciplinary actions, if such causes continue after attempts or correction have failed;
- B. acceptance of a bribe, gratuity, gift, or kick-back;
- C. abuse of official position or authority for personal profit or advantage;
- D. theft, abuse or intentional destruction of County property, including electronic media or data;
- E. unauthorized disclosure of confidential information from County records or documents as set forth by applicable state law; falsification, destruction or unauthorized use of County records, reports, or other County data, including electronic media or data;
- F. being convicted of a felony or a misdemeanor involving moral turpitude and the criminal conviction directly relates to the particular job, trade, or profession;
- G. being convicted of a felony or a misdemeanor involving moral turpitude and the criminal conviction does not directly relate to the particular job, trade, or profession, if the County determines after investigation that the person so convicted has not been sufficiently rehabilitated to warrant the public trust.
- H. falsification of County employment application, health history forms or any other document used in the employment process;
- I. serious acts of negligence causing damage to County property, public or private property or injury to an employee or member of the public;
- J. intentional acts causing damage to County property, public or private property or injuring an employee or member of the public;
- K. conduct unbecoming an employee of the County;
- L. engaging in conduct prohibited under the County's Drug-Free Workplace Policy as provided in Section 11.4, below;
- M. insubordination or refusal to carry out reasonable directives;
- N. failure to meet standards of substance abuse rehabilitation programs;
- O. loss of license or certification necessary to legally perform the duties of the employee's position.
- P. determination of Hatch Act violation by Office of Special Counsel;
- Q. Behavior that demonstrates deliberate violations of policy, wrongful intent, evil design, or so as to reveal intentional and substantial disregard of the County's interests, or of employee's duties and obligations to the County of Cibola
- R. willful falsification of, or misrepresentation on, any work records; falsifying data or information requested by the County; forgery or inappropriate alteration of County records or other County documents (including written or audio or audio-visual media); and,
- S. action or inaction that subjects the County to civil liability.

7.11 Examples Not Inclusive. The above examples are typical of the types of infractions sometimes encountered but are not inclusive of all situations that may arise. The County reserves the right to exercise judgment and render disciplinary action or dismissal as deemed appropriate based on the circumstances of each case.

7.12 Pre-Determination (Loudermill) Hearing. Regular employees shall receive a pre-determination hearing prior to possible disciplinary action for cause or other action that may result in suspension without pay, demotion, and loss of pay, or involuntary transfer or dismissal. Prior to delivery of the written notice to the employee, the County Human Resources Director shall review the cause for such action and may require the proposed level of discipline be increased or decreased based on policy and past action. The hearing shall be held by the County Manager or his/her designee, for employees of each respective department.

7.13 Written Notice. The employee's supervisor, department director or elected official shall present the employee with written notification of their intent to conduct a pre-determination hearing at least five (5) working days in advance of the hearing date. The written notification shall explain the reasons for the hearing, the proposed discipline, the employee's right to attend the pre-determination hearing, a list of all evidence and/or witness to be introduced by the Department supporting the Department's position, the time, place and date of the pre-determination hearing and the employee's right to respond to the proposed action. The time, place and date of the pre-determination hearing can be revised upon the written agreement of the parties.

7.14 Immediate Suspension with Pay. In cases where County employees are under investigation for a terminable offence, the County Manager or in his/her absence, an appointed designee shall put the employee on administrative leave with pay until the pre-determination hearing is held and a decision is rendered. Any employee, who is placed on administrative leave pending disciplinary action, will be required to be away from their place of employment and will not be allowed to perform any job related duties or retain any County property during that time. Administrative leave pending disciplinary action shall not exceed thirty (30) calendar days, unless an extension of time is approved by the County Manager. Administrative leave with pay may also be granted by the elected official or department director, subject to the approval of the County Manager whenever circumstances warrant such leave.

7.15 Pre-Determination Hearing Procedure. The County Manager or his/her designee shall meet with the appropriate elected official or department director, and the employee if he or she chooses to participate, at the appointed time. The County Attorney may be present to assist the Hearing Officer/ County Manager but shall not advocate on behalf a County Department. Legal counsel for the employee and the department, if any, may also be present. At this hearing the employee will have an opportunity to respond to the reasons for the proposed action. Witnesses are permitted as determined relevant to the case by the County Manager or his/her designee. If an employee does not attend the pre-determination hearing and no good cause is shown for his/her absence, the hearing shall proceed as scheduled and a determination may be made.

7.16 Pre-Determination Hearing Decision. The County Manager or his/her designee will issue a decision in writing within ten (10) working days of the hearing. The decision will include the time, date and location of the meeting, persons present, and the determination. The written decision shall be either delivered to the employee (obtaining elected official or department

director and witness', or employee's, signature of receipt of the decision) or be sent to the employee by certified mail, return receipt requested.

7.17 Notice of Grievance. Within three (3) working days of receipt of the written decision, the employee must notify the Human Resources Manager or his/her designee in writing of his/her intent to pursue a grievance hearing before a Personnel Appeals Hearing Officer.

SECTION VIII: GRIEVANCE PROCEDURES

The formal grievance procedure is applicable for promotion, suspension, demotion, involuntary transfer or dismissal. A grievance shall not stay the implementation of the pre-determination hearing decision.

8.1 Conditions or Actions Not Grievable. The following matters are not grievable:

- A. disputes as to whether or not an established County practice or Rules are valid;
- B. matters in which a method of review is mandated by law;
- C. matters where the County is without authority to act or does not have the ability to provide a remedy;
- D. dismissal of temporary, casual or contract employees dismissed at any point during their employment with the County;
- E. preferences for employment, promotions, voluntary transfers, temporary assignments, and removal from temporary assignments, and layoffs;
- F. dismissal of a probationary employee prior to the expiration of the probationary period;
- G. letters of complaint when the employee's elected official or department director determines the letters are justified and appropriate to be placed in the employee's personnel file, so long as the procedure for written reprimands are followed including the employee's right to submit a rebuttal;
- H. written reprimands in the employee's file, although within ten (10) days the employee is allowed a rebuttal of the information contained in the reprimand which will be attached to the written reprimand;
- I. denial of permission for outside employment;
- J. performance evaluations;
- K. .
- L. Denial of educational rewards or tuition reimbursement funding.

8.2 Employees Not Eligible for Grievance Procedure. Unclassified, temporary, casual, probationary or contract employees are not eligible to request a grievance hearing. Additionally the following employees are not entitled to the grievance procedure: County Manager, the Assessor's Chief Deputy, the County Clerk's Chief Deputy, the County Treasurer's Chief Deputy, the Under-Sheriff, the Sheriff's Administrative Secretary and the County Fire Marshal.

8.3 Grievance Procedure. A regular employee may request, in writing, a hearing before a personnel Hearing Officer within three (3) working days of receiving the County Manager's decision resulting from the pre-disciplinary process or from other action as may be grievable under this Policy. The request will state with specificity the reason for the grievance and the remedy requested.

8.4 Appointment of Personnel Hearing Officer. Within fifteen (15) working days of the grievant's notification of intent to pursue a disciplinary hearing, the County Manager will provide the grievant with the name of the Hearing Officer.

8.5 Hearing Officer Qualifications. Hearing Officers shall be personnel professionals, be familiar with public or private personnel systems, or have pertinent experience in the fields of management, education or law. The Hearing Officer shall be disinterested in the subject matter of the hearing. The County Manager shall verify the qualifications of the hearing officer. The hearing officer is not required to reside in the County.

8.6 Grievance Hearing Schedule. The County Manager will schedule a hearing to be held within thirty (30) days of the notification that the employee wants to pursue a grievance hearing. In the event no qualified Hearing Officer is available within the thirty (30) day limit, the hearing will be held at the first opportunity. At this hearing, the grievant shall have an opportunity to present witnesses and physical evidence and cross-examine the County's witnesses before a neutral hearing officer. The grievant and the County may be represented by legal counsel.

8.7 Grievance Hearing Procedures - Rules of Procedure.

- A. The hearing will not be open to the public.
- B. The hearing officer shall:
 - 1. make rulings on procedural and substantial issues of the hearing;
 - 2. determine the admissibility of evidence and testimony, all of which must have a direct bearing on the issue before the hearing officer; and
 - 3. issue a written ruling, including findings of fact, which form the basis of the hearing officer's conclusions of law.
- C. The grievant, the grievant's legal representative, if any, and the County Attorney are required to be present at the hearing unless otherwise excused by the hearing officer or by agreement of the parties.
- D. At least five (5) working days prior to the hearing, the parties or their representatives shall prepare and provide copies of all exhibits and evidence for the hearing officer as well as the opposing party. Exhibits and evidence not supplied in the manner detailed above shall be excluded from consideration by the hearing officer.
- E. At least five (5) working days prior to the hearing, all parties must submit to the hearing officer a confidential statement identifying the issues to be heard, a witness list, and a complete list of documents to be admitted as evidence. Further, at least five (5) working days prior to the hearing, witness lists and exhibits shall be exchanged between the parties.
- F. Each party will be responsible for ensuring that their witnesses are present for the hearing.
- G. Witnesses in grievance hearings are not permitted in the hearing room until called upon to testify, unless the witness is a party (i.e., the grievant, the grievant's Elected Official or department director, the County Manager, Human Resources Manager, or County Attorney).
- H. An audio or audio-video record of all grievance hearings will be made.

8.8 Conduct of Hearing. The Grievant shall present an opening statement of issues involved in the case, followed by the County. Opening statements are limited to the pertinent issues of fact and law and shall not exceed ten minutes without the permission of the hearing officer.

8.9 Order of Presentation.

- A. The County will present first. Witnesses for the County may be called and questioned concerning their involvement in or knowledge of the case. Following each witness's testimony, the Grievant will have the opportunity to cross-examine the witness. The hearing officer will then have an opportunity to question the witness. The hearing officer shall restrict all questions to those necessary to clarify the testimony previously given. Follow up or redirect questioning will be allowed at the discretion of the hearing officer.
- B. Witnesses for the Grievant may be called and questioned concerning their involvement in or knowledge of the case. Following each witness's testimony, the County will have the opportunity to cross-examine the witness. The hearing officer will then have an opportunity to question the witness. The hearing officer shall restrict all questions to those necessary to clarify the testimony previously given. Follow up or redirect questioning will be allowed at the discretion of the hearing officer.
- C. Following the presentation of the County's and the Grievant's positions, rebuttals may be offered. Such testimony shall be brief and shall address only the issues brought forth in the County's or Grievant's presentation.
- D. The County's closing statement shall be presented followed by the Grievant's closing statement. These statements shall not exceed ten (10) minutes without the permission of the hearing officer and shall contain a request for the desired outcome.

8.10 Communication of Hearing Officer's Decision. The hearing officer's decision will be issued within thirty (30) working days of the hearing and will be signed by the hearing officer, and transmitted to the grievant, the County Manager and elected official/department director. The hearing officer may uphold, modify or reverse the decision of the County Manager, and may reinstate the employee and award back pay and benefits. No attorney's fees, costs or other damages may be awarded. The standard of proof in a grievance hearing is a preponderance of the evidence. The record of the proceedings will be retained by the County Manager's office for a period of not less than five (5) years from the hearing date along with all of the physical evidence admitted by the hearing officer. The verbal record may be transcribed only in the case of appeal to the District Court by one of the parties. The party requesting the transcription shall pay for the transcription.

8.11 Appeal of Hearing Officer's Decision. Either party may appeal the hearing officer's decision to the District Court by filing with the District Court and the Human Resources Manager a Notice of Appeal within thirty (30) calendar days of the Hearing Officer's decision. A party may cross-appeal within thirty (30) days of the date another party files a Notice of Appeal. Both parties shall be forever estopped from appealing the Hearing Officer's decision after thirty (30) calendar days from the Hearing Officer's decision if no Notice of Appeal is timely-filed.

- A. These Rules, if certified to be complete by the County Clerk, and in effect at the material times, may be included in the record on appeal at the request of any one of the respective parties at any time before forwarding the record to the District Court.
- B. The appeal shall be one of review of the record (transcript) along with all the exhibits as admitted. No trial de novo will be accorded.

SECTION IX: COMPENSATION & BENEFIT PROGRAM

9.1 Purpose. The purpose of the compensation plan is to establish equitable compensation for all positions in the County. Such a plan may establish a salary schedule containing a minimum and maximum wage or salary for each position. Pay ranges are intended to furnish administrative flexibility. However, all wages and salaries are approved by the Board during the budget process or otherwise. The Board has sole authority to budget and authorize wage and salary increases. The Board acknowledges all changes in compensation and may set pay schedules and Rules regarding any raises and promotional increases for the entire fiscal year for all County employees.

9.2 Hours of Work. Employees will work their scheduled hours pursuant to work schedules established by their department director or elected official. Full-time employees will work a minimum of forty (40) hours per week. Actual work periods may fluctuate at the discretion of the department director or elected official, with approval of the County Manager. Part-time employees are scheduled to work pursuant to scheduling set forth by their supervisors, the department director or elected official.

9.3 Overtime Pay. Only FLSA non-exempt employees shall be compensated for all time actually worked, whether or not the time is authorized. Failure to obtain authorization for overtime shall result in disciplinary action, up to and including dismissal. The rate shall be one and one-half (1½) times regular pay for each hour of overtime. Only actual time worked will be used to calculate overtime; holiday, annual, sick and other leave hours shall not be considered actual working hours. Holiday, annual, sick and other leave hours shall not be considered actual working hours.

- A. Regular employees: such payment shall be made only in cases when an FLSA non-exempt employee works over forty (40) “actual hours” in a normal work week.
- B. Law Enforcement and Detention Personnel: An FLSA non-exempt, law enforcement or detention employee shall be paid overtime according to FLSA regulations in excess of eighty-six (86) hours per pay period permitted by 29 U.S.C. Section 207(k).

9.4 Consistency with Fair Labor Standards Act. The provisions of Section 9.3 are subject to change or revision by the Fair Labor Standards Act and any federal regulation or revision thereof.

9.5 P.E.R.A. Benefits. All County employees, with the exception of those employees, who are subject to exclusion under P.E.R.A. rules, are required to join the Public Employees Retirement Association of New Mexico (P.E.R.A.).

9.6 Insurance Benefits. The County offers group insurance benefits to all employees as long as the employee is scheduled to work at least twenty (20) hours per week and whose term of employment when hired is for six or more months. Independent contractors are not eligible under the County benefit plan. Insurance plans may be changed at the discretion of the Board or the insurance carrier.

9.7 Fringe Benefits. The County will follow the Internal Revenue Service’s rules with regard to fringe benefits. Taxable fringe benefits will be included on the employee’s W-2 form. (Examples of fringe benefits are: uniforms, uniform allowances, vehicle usage, County cell phones, etc.) If

an employee has a question regarding what constitutes a fringe benefit and how that may affect him/her, the employee should contact the Human Resources Manager. Vehicles assigned as take-home vehicles must be properly identified with a logo as Cibola County vehicles.

9.8 Compensatory Time. The use of Compensatory Time is strongly discouraged and may only be awarded in accordance with the County's Compensatory Time policy.

- C. Compensatory time in lieu of cash compensation may only be given if there is no remaining overtime in the County Department's budget and shall be authorized only under emergency circumstances which call for immediate action or in special situations required by the nature of the operation or the status of the activity.
- D. Compensatory time in lieu of cash compensation may be given only if there is a current agreement entered into voluntarily between the employee, department head/elected official and the County Manager.
- E. The employee must have entered into this agreement before compensatory overtime work is performed. *(All requests must be made on the official county form attached to this policy and all lines must be completed)*
- F. Compensatory time off for FLSA non-exempt employees shall be at a rate equal to one and one-half (1.5) hours for each hour of employment for which overtime compensation is required. However, if the additional hours worked would not qualify as overtime (i.e. leave was taken during the work week), but the employee takes time off in lieu of payment such compensatory time would be accrued at the straight time rate.
- G. If compensatory time is authorized under this policy, it is the responsibility of that employee's department head to make every reasonable effort to schedule that employee time off during the same pay period so the employee does not work over a forty (40) hour work week so that compensatory time will accrue as straight time pursuant to section 5 above.
- H. The FLSA-covered employee who has accrued compensatory time off, and who has requested the use of compensatory time, shall be permitted to use the time within a reasonable period after making the request, if the use of compensatory time does not unduly disrupt the operations of the County as determined by the employee's supervisor.
- I. After accrual of 80 hours of compensatory time, any overtime worked must be paid. If compensation is paid to an employee for accrued compensatory time, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives such a payment.
- J. A department head shall make every reasonable effort to schedule time off, for an employee to use accrued compensatory time, before June 30 of each year. Any accrued compensatory time off not used by an employee by June 30 shall be paid, to the employee two (2) weeks from the date the County's next fiscal year budget is approved by the New Mexico Department of Finance Administration, at the regular rate earned by the employee at the time the employee receives such a payment.

SECTION X: LEAVE AND HOLIDAYS

10.1 Holidays

- A. The County Commission shall approve holidays at their discretion during the first meeting in January of each year, for the calendar year. All employees, except temporary

and casual employees, are eligible for holiday pay. Holiday pay is equal to an employee's basic hourly rate of pay.

- B. **Holiday Pay.** A paid holiday means up to eight (8) hours paid compensation for time off in recognition of each designated County Holiday. Under no circumstances shall holiday pay exceed 8 hours. Part time employees are eligible to receive an amount of holiday pay in direct correlation to their standard or average hours of work compared to a 40-hour work week.
- C. Employees taking authorized leave with pay during a holiday shall not be charged for leave time during that holiday. Employees scheduled to work on a holiday who call in sick will not be paid holiday pay and the time will be charged against their sick leave accrual. An employee who is on leave without pay or absent without leave shall not be paid for the holiday.

10.2 Personal Holiday Leave. All regular employees who have completed the probationary period will have an eight (8) hour personal holiday each calendar year in addition to the regular holiday schedule. The personal holiday may be taken at any time, upon approval by the employee's supervisor. The entire eight (8) hours must be taken when requesting personal holiday leave. Personal holiday time may not be taken in hourly increments. Personal holiday leave shall not carry over beyond the current calendar year.

10.3 Annual Leave with Pay. Annual leave may not be used before it is accrued and must be approved with at least seven (7) days or more notice by the employee's supervisor prior to being taken. Employees accrue annual leave with pay in accordance with the following schedule, based upon continuous length of County service:

Table 10.1

Full Years of Service	Annual Hours Accrued and Per Pay Period
Less than 5	3.08
6-10	4.62
11-15	6.15
16-and up	7.75

10.4 Accrual Limitation. Total number of accrued annual leave hours shall not exceed a maximum of 280 hours up to 20 years of employment. Employees with 21 years or more of service shall not exceed a maximum of 320. Any annual leave above and beyond the maximum hours will be forfeited

10.5 Separation from Service or Change in Service Pay. Employees shall be paid for all accrued annual leave upon separation from county service. Upon change from FLSA non-exempt to FLSA exempt status, employees shall be paid a lump sum for the unused portion of their accrued annual leave at their non-exempt rate of pay.

10.7 Shared Leave Policy. Cibola County employees are permitted to donate or receive annual or personal leave for county employees with severe or extraordinary illnesses, or to provide care

for relatives or household members with severe or extraordinary illnesses. Employees may not donate leave if the donation would reduce the employee's leave balance below 80 hours. Requests to receive shared leave require County Manager approval. A certificate of illness or injury will be required from a physician in order to qualify to use donated hours. Under no circumstances, including termination, can these donated hours be converted into cash.

10.8 Annual Sick Leave with Pay. Employees shall accrue a maximum of 80.08 hours of sick leave with pay annually. Part-time employees accrue sick leave at the rate prorated rate. Casual and temporary employees do not accrue sick leave.

A. Sick leave shall be authorized by the employee's supervisor, when such leave is requested, when an employee is unable to perform normal job duties due to medical considerations such as, but not limited to, the following: illness, injury, prearranged medical or dental examination, quarantine, therapy, counseling, treatment, or when a member of the employee's immediate family is ill and requires the personal attention of the employee.

B. A maximum of six hundred (600) hours of sick leave shall be accrued and any sick leave above and beyond the six hundred (600) hours will be forfeited. Upon separation or retirement of an employee who has served five (5) or more years, the County shall pay the employee a sum equal to fifty percent (50%) of the value of his accumulated and unused sick leave, based on his/her average rate of pay for the preceding twelve (12) months.

10.9 Sick Leave Authorization. Sick leave may not be used before it is accrued and must be authorized or denied according to County policy. Unless otherwise prescribed by separate department policy, the following procedures shall apply:

- A. Reporting Sick Leave. For shift scheduled employees: sick leave shall be reported as soon as possible but no later than one (1) hour prior to the employee's work shift unless the nature of the illness or injury requires extended leave, certified by the employee's physician, and of which the employee's supervisor is notified. For all other employees: sick leave shall be reported as soon as possible, but no later than thirty (30) minutes following the start of their normal work day.
- B. Sick leave shall be requested on the prescribed form and the approval or disapproval must be in writing. If an employee uses any falsehood to support a request for leave, any leave authorized may be rescinded and the employee may be subject to disciplinary action. Leave may be granted contingent upon the employee presenting sufficient justification.

10.10 Use of Sick Leave During Probationary Period. Probationary employees accrue sick leave as set forth in 6.1 D and may use sick leave if accrued.

10.11 Certification of Illness for Sick Leave. A physician's written certification may be required prior to receipt of sick leave pay at the discretion of the County Manager or if the employee is absent for more than three (3) days. Employees will not be paid holiday pay if they take off the day before or after the holiday absent a written physician's certification.

10.13 Bereavement Leave. In the event of a death in the employee's immediate family, he or she will be entitled to bereavement leave. Up to three (3) days may be granted for an employee

to attend the funeral of a member of his/her immediate family. These days will be charged against an employee's accrued sick leave. An obituary, or other acceptable supporting documents, must be provided to receive bereavement leave.

10.14 Family Medical Leave

- A. The County provides family medical leave of absence without pay to eligible employees who wish to take time off from work duties to fulfill family obligations relating directly to the birth or adoption of a child or the illness of a child, spouse, domestic partner, parent or the employee themselves. Regular full-time and part-time employees are eligible to request family leave as described in these Rules.
- B. Eligible employees are allowed family/medical leave according to provisions of the Family Medical Leave Act (FMLA). As soon as an eligible employee becomes aware of the need for a family medical leave of absence, the employee shall request leave from their supervisor. Employees requesting family medical leave related to the illness of a child, spouse, domestic partner, parent or the employee themselves shall be required to provide a healthcare provider's certification of employee/family member's serious health condition. Eligible employees who do not request family medical leave in advance of a qualifying event will automatically be placed on family medical leave as soon as it is determined by the Human Resources Director that their leave qualifies for protections under FMLA.
- C. The County may require an employee to submit to a fitness for duty return to work exam when the need for FMLA leave is based on the employee's own serious health condition that may affect the essential functions of the employee's job. The County must notify the employee of this requirement at the beginning of the leave.
- D. Eligible employees are allowed up to twelve (12) weeks of family medical leave or up to twenty-six (26) weeks of leave, in a single 12-month period, to care for a covered service member recovering from a serious injury or illness incurred in the line of duty on active duty. Eligibility for leave will be determined on a twelve (12) month rolling-back calendar. The employee will be required to take any available annual or sick leave as part of the approved period of leave. If the family medical leave is unpaid, the employee is subject to all rules pertaining to leave without pay, section 10.20.
- E. Subject to the terms, conditions and limitations of the applicable plans, the County will continue to provide health insurance benefits for the full period of the approved family/medical leave, subject to all rules pertaining to leave without pay, Section 10.20.
- F. When family medical leave ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee qualifies. The County guarantees reinstatement to all eligible employees who are not key employees. If the employee fails to return to work or contact their supervisor on or before their expected date of return, the County will assume that the employee has abandoned their job. The following appointed positions as listed in the Personnel Policy ordinance are key employees within the County and may or may not be eligible to take family medical leave:
 - 1. County Manager
 - 2. Under-Sheriff
 - 3. Deputy Assessor
 - 4. Deputy Clerk
 - 5. Deputy Treasurer
 - 6. Sheriff's Administrative Secretary

- G. According to FMLA, key employees are not guaranteed reinstatement; however, the Board (for contract and unclassified employees), and a department director or elected official may authorize reinstatement, as appropriate subject to approval by the County Manager.

10.15 Workers' Compensation Program. [§§52-5-1 et. seq., NMSA 1978]

- A. The County provides a comprehensive worker's compensation insurance program at no cost to employees. This program covers any injury or anyone suffering from occupational diseases sustained in the course of employment as approved by the insurance carrier. Subject to applicable legal requirements, Workers' Compensation insurance provides benefits after a short waiting period, or if the employee is hospitalized immediately.
- B. Employees who sustain work-related injuries or occupational diseases must inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible. A "First Report of Injury" shall be filed with the Human Resources Manager following the work-related injury. The report shall be signed by the employee and the employee's supervisor. In addition, the supervisor's "Accident Investigating Report" will be filed on the following work day. All accidents shall be reported, however minor.
- C. Neither the County nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, athletic activity, or similar events off-duty.
- D. Subject to the terms, conditions and limitations of the applicable plans, the County will continue to provide health insurance benefits while the employee is receiving worker's compensation benefits, subject to the provisions of Section 10.16 C. Eligible employees will automatically be placed on family/medical leave as soon as the Human Resources Manager determines that their leave qualifies for protection under the Act.

10.16 On-The-Job Injury Leave. An employee injured on the job may use accrued sick leave until exhausted and then the use of annual leave is permissible for each regularly scheduled working day after the injury occurs for all such days that are not paid by Workers' Compensation Insurance. If the employee is on worker's compensation time for more than four (4) weeks, and is entitled to compensation for the first seven (7) days and has used accrued leave for the first seven (7) days of injury, the workers' compensation payments received for all such days shall be paid directly to the County by the workers' compensation carrier. In the event an employee uses accrued leave, in lieu of workers' compensation, the leave used shall be re-credited to the employee upon the County's receipt of the reimbursement by the Workers' Compensation carrier after the expiration of the statutory waiting period.

10.17 Voting Leave. For purposes of national, state or local election, an employee who is registered to vote will be granted up to two (2) hours paid leave for voting, between the time of opening and the time of closing of polls. The employee's supervisor may specify the hours for the leave. This leave will not be granted to any employee whose work day begins more than two (2) hours subsequent to the time of the opening of the polls, or ends more than three (3) hours before the closing of the polls.

10.18 Court Service Leave with Pay. Pay for jury duty shall be authorized only for those days that the employee is scheduled to work. If excused by the court during a working day, the employee shall return to work. Employees serving as jurors shall file for jury pay and turn in any pay received to the County. Any jury duty worked beyond their regular work hours shall be refunded back to the employee.

A. Procedures for Jury Duty Time:

1. Juror Service Verification form from the Court must be attached to the Leave Request Form.
2. Reconciliation of time by Payroll will include matching Jury Hours Summary Sheet received by the Court to time sheet, leave form and Juror Service Verification form.

B. Court Appearance Time. When required by County duties and subpoenaed to appear before a Court, personnel Hearing Officer, public body or the Board for the purpose of testifying in regard to County matters, the employee will be compensated as regular work time.

10.19 Leave Without Pay. The department director or elected official, with the approval of the County Manager, may grant an employee leave without pay for a period not to exceed six (6) months, when the department director or elected official deems that such leave without pay is in the best interest of the County. Reasons for such leave may include, but are not limited to, medical disability, pregnancy, birth or adoption of a child, and the need to care for a family member. Leave without pay is subject to the following conditions:

- A. Re-employment upon Return. If an employee returns to work within three (3) months, the employee will be returned to the same position. If the employee is on leave without pay for more than three (3) months but less than six (6) months, the County will attempt to return an employee to the same or similar position for which the employee is qualified. The position of an employee on leave without pay for more than three (3) months shall not be guaranteed. If there is not a position for the employee at the end of six (6) months, the employee shall be dismissed.
- B. Physician's Certificate. Leave without pay requested due to medical reasons or pregnancy-related purposes must be accompanied by a physician's written statement indicating the estimated time disability or recommended time for post-natal leave. An employee returning to work from leave without pay due to medical or pregnancy-related reasons must be released by the employee's physician to return to work.
- C. Temporary Filling of Position. Temporary employees may be hired to fill vacancies created by an employee who is on leave without pay.
- D. Benefits at Employee's Expense. An employee on leave without pay does not accrue leave or County benefits. The employee wishing to continue receiving insurance benefits may do so at the employee's expense by submitting the employee's and the county's share of the premium to the Human Resources Manager on or before the regular pay day.
- E. Failure to Report Timely. Failure on the part of the employee to report to work immediately to the assigned shift following the last day of the request, upon the expiration of approved leave without pay, shall be subject to disciplinary action.

10.20 Life Threatening Illnesses in the Workplace. Employees with life-threatening illnesses, such as cancer, heart disease, and AIDS, often wish to continue their normal pursuits, including work, to the extent allowed by their condition. The County supports these endeavors as long as

employees are able to meet acceptable performance standards. As in the case of other disabilities, the County will make reasonable accommodations in accordance with all legal requirements, to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs.

- A. Medical information on individual employees is treated confidentially. The County will take reasonable precautions to protect such information from inappropriate disclosure. Management, as well as other employees, has a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to corrective or disciplinary action up to and including dismissal of employment.
- B. The Health Insurance Probability and Accountability Act (HIPAA) and the Americans with Disabilities Act (ADA) require the County to maintain the privacy of protected health information. A copy of the County's HIPAA Notice of Privacy Practices can be obtained from the Human Resources Manager's office.

10.21 Inclement Weather. The County Manager may close offices, authorize late reporting or early release due to inclement weather, and all employees will be compensated for normal work hours as administrative leave with pay and shown on a Leave Report Form. Inclement weather leave with pay will not exceed eight (8) hours in one work day.

10.22 Leave For Unforeseen Circumstances. The County Manager may close individual offices, authorize late reporting or early release due to unforeseen conditions beyond the County's control that prevent the employees from performing their duties as administrative leave with pay and shown on a Leave Report Form.

10.23 Military Leave.

- A. The Uniformed Services Employment and Reemployment Rights Act (USERRA) protects the job and benefits, for up to five years (or more in some cases), of a service member who must leave his or her civilian job because of military orders to report for training or active duty, voluntary or involuntary, in peacetime or wartime.
- B. Military Leave for Reserve or National Guard Activities (§ 20-1-1 NMSA 1978). USERRA requires service members, or a responsible representative of the military unit, to provide advance written or verbal notice to their employers for all military duty unless giving notice is impossible, unreasonable, or precluded by military necessity. Paid Military leave is granted for authorized reserve or National Guard activities for a maximum of fifteen (15) working days with pay during a one (1) year period based on the federal government's fiscal year from October 1 to September 30. Military leave must be requested twenty (20) working days in advance, unless a national or state emergency exists and an immediate call-up is initiated in which case notice as soon as possible is required. The employee must furnish proof of duty orders or other documentation prior to leave being granted unless the leave is for emergency purposes.
- C. Extended Unpaid Military Leave. Employees voluntarily or involuntarily serving on active duty for more than fifteen (15) working days may use accrued annual leave. When military leave has been exhausted, employees have the option of being placed on leave without pay (LWOP) or using accrued leave. Employees may use all of their annual leave on consecutive days or use up to twenty-seven (27) hours per pay period in order to maintain their group insurance benefits. Employees who exhaust their annual leave shall

then be placed on LWOP for the remainder of time they are on active duty. Employees shall not receive pay or accrue leave while on LWOP. Employees wanting to maintain insurance benefits while on military duty will be required to pay the employee's share of their premium.

- D. Service members are entitled to return to their County job and receive pay raises, promotions, pension credit and other seniority benefits as if you had been continually employed, provided certain eligibility criteria are met. Protection under the USERRA applies if:
1. The job the employee left was for more than a brief, non-recurrent period, with no reasonable expectation that such employment would continue indefinitely or for a significant period.
 2. The employee left this job for the purpose of entering active duty.
 3. The employee is discharged under honorable conditions.

AND

4. The employee applied for reemployment within the applicable time limit.

E. If these criteria are met, the USERRA provides the following protections:

1. The employee is entitled to return to the prior position with the same seniority, benefits, pay, and, additionally, any promotion or raise which could have been reasonably expected if the employee had remained continuously on the civilian job.
2. The County is required to offer disabled veterans the "nearest approximation" of the job the service member could have reasonably expected with continuous employment.
3. Service members are protected from being discharged for the protected time period allotted by USERRA according to the time served on active duty, unless the County proves misconduct or violation of policies.
4. To be re-employed in the same position, the employee's return to work must occur within the following guidelines:
 - i. For a service period of 1-30 days, the employee must report to work immediately by the first regularly scheduled work day;
 - ii. For a service period of 31-180 days, the employee must make application for re-employment within 14 calendar days after he/she is relieved from training or duty;
 - iii. For a service period of 181 days or more, the employee must make application for re-employment ninety (90) calendar days after he/she is relieved from training or duty;
 - iv. An employee who is released from hospitalization of a service-related injury, continuing after discharge for a period of not more than one (1) year, must make application for re-employment ninety (90) calendar days after he/she is relieved from training or duty.

F. Employees may qualify for up to twelve (12) weeks of leave for certain qualifying exigencies arising out of a covered military member's active duty status, or notification

of an impending call or order to active duty status, in support of a contingency operation under the FMLA.

10.24 Light Duty Return-To-Work. Employees who are on leave due to an injury or illness may be eligible to return to work on light duty status after their physician certifies their fitness to do so. The department director or elected official and the Human Resources Manager will determine if there is a position or duties suitable for an employee to perform light duty work. The County retains full discretion as to whether or not an employee is eligible for light duty status.

- A. **Coordination with Attending Physician.** An employee on leave due to a work-related disability can return to work only when the County receives the attending physician's written medical release authorizing such return. The Human Resources Manager is responsible for providing the physician with a copy of the employee's job description, copies of job descriptions for potential restricted duty assignments, and written information explaining the County's return-to-work program.
- B. **Return-to-Work Options.** Arrangements to facilitate an employee's early return to work are made in consultation with the employee's attending physician and/or other qualified medical professionals retained by the County or its insurance carrier. The following options will be explored:
 - 1. **Return to prior position.** An employee is offered the opportunity to return to his or her prior position if the attending physician certifies that the employee can perform the essential functions of the job with or without reasonable accommodations. The Human Resources Manager or his/her designee is responsible for working with the employee's supervisor and attending physician (and third-party consultants, as necessary) to provide any reasonable accommodations.
 - 2. **Restricted duty.** Any employees who are not yet able to return to their former duties are offered, subject to the restrictions set out in Section 5.2 of these Rules, a temporary restricted duty assignment that has been approved by the employee's attending physician. The Human Resources Manager is responsible for working with the employee's supervisor, and the employee's attending physician to develop and implement the restricted duty assignment. The assignment can consist of the employee's regular job, with reduced working hours or reduced activities, or an alternative restricted duty position.
- C. **Limitations on Restricted-Duty Assignments.** The following limitations apply to restricted duty assignments:
 - 1. **No guarantee of work.** As provided in Section 5.9 of these Rules, the County will endeavor to return employees to gainful employment as soon as possible by exploring possible restricted duty assignments. However, the County does not guarantee the availability of restricted duty work.
 - 2. **Pay rates and Workers' Compensation benefits.** Employees on restricted duty are not guaranteed the rate of pay they received for the position they held at the time they sustained their work-related injury or illness. The pay rate for a restricted-duty assignment is based on the knowledge, skills, and abilities required for the job as well as general market conditions. Employees who return to work before they have reached maximum medical improvement (MMI) may be eligible for temporary partial disability benefits under the state Workers' Compensation program, if they earn less than they earned in the position held at the time they sustained the work-related accident or illness. Employees in restricted duty

positions are not permitted to supplement their workers' compensation benefits by using their accrued annual, personal, or medical/sick leave.

3. Four (4) week limit. Restricted duty assignments are temporary arrangements intended to complement and facilitate the healing process. Restricted-duty assignments cannot exceed four (4) weeks without approval from the department director or elected official and approved by the County Manager.
- D. Employee Refusal of Work/Training. In the event that an employee refuses to return to regular or restricted duties in response to a written, bona fide offer of employment by the County sent via certified mail, the employee is separated from the County and his/her position will be filled permanently (NOTE: An exception to this rule applies in the case of employees who have not yet exhausted their FMLA leave entitlement, refer to subsection F.).

A written offer of employment shall be on a form promulgated by the County Manager and must clearly state:

1. The position offered and the duties of the position;
 2. The County's agreement to any limitations or conditions set out in the attending physician's certification of the employee's fitness to return to work;
 3. The job's essential functions; and
 4. The job's start date, wage, working hours, supervisor and location;
 5. Length of assignment and required training.
- E. Coordination with FMLA. Nothing in these Rules should be construed as denying employees their rights under the FMLA or any other federal or state law.
- F. It is the County's policy to designate an employee's absence from work due to a work-related injury or illness as FMLA leave to the extent allowed by federal law. Employees entitled to FMLA leave can voluntarily accept restricted duty assignments while they are recuperating, but they cannot be required to do so. Employees who lose their workers' compensation benefits as a result of declining a restricted duty assignment are required to substitute any available paid leave, such as accrued annual, personal, or medical/sick leave, for unpaid FMLA leave.
- G. Until employees have exhausted their twelve (12) week FMLA entitlement, they have the right to be reinstated to their original job or an equivalent job providing they are able to perform the job's essential functions.

10.25 Change in Salaried / FLSA Status

- A. Upon change from FLSA non-exempt to FLSA exempt status, employees shall be paid a lump sum for the unused portion of their accrued compensatory leave, overtime, sick leave, per section 10.8, and vacation leave.
- B. The lump sum payment shall be calculated based on the non-exempt salary rate.
- C. Upon change from non-exempt to exempt status and transfer to a new department, employees shall be paid the lump sum for the unused portion of their accrued compensatory leave by their previous department.
- D. If an employee's change in status is contingent upon a 90 day trial period, pursuant to section 5.2 of this Ordinance, the lump sum payment shall not be made until successful completion of the trial period.

SECTION XI: SUBSTANCE ABUSE POLICY

11.0 Purpose

- A. The Cibola County Commission has adopted this employee substance abuse policy and a drug and alcohol testing policy for the County of Cibola, Sheriff's Department, Road Department, Detention Center Department, Solid Waste Department and all other safety sensitive employees. A safety sensitive employee is an employee who performs duties for the County of Cibola which have safety ramifications for themselves, fellow employees and the general public. These positions may include but are not limited to employees who operate equipment/vehicles, have access to confidential information and/or receive calls for public service.
- B. The purpose of this policy is to assure worker fitness for duty and to protect our employees and the public from the risks posed by the misuse of alcohol, the use of prohibited drugs and the misuse of legal drugs. The County is concerned only with those situations where use of alcohol and other drugs seriously interferes with any employee's health, his job performance and adversely affects the job performance of other employees or is considered to be so serious as to be detrimental to the County's operations and the safety of himself/herself and others. There is no intent to intrude upon the private lives of employees.

11.1 Safety Sensitive Employees. This policy applies to all safety-sensitive positions within the County of Cibola. All safety sensitive employees for the County of Cibola are covered by this policy. Adherence to this testing policy is a condition of employment for all safety-sensitive positions. Safety-sensitive functions refer to any functions contained within an employee's realm of responsibilities that have an impact upon the safety and general welfare of the public. It has been determined by the County of Cibola that there are positions within the County of Cibola, which are of a safety sensitive nature and as such, create the need for compliance with this policy.

11.2 Policy. The County of Cibola is dedicated to providing safe, dependable and economical services to our public. County of Cibola employees are our most valuable resource and it is our goal to provide a healthy, satisfying working environment, which promotes personal opportunities for growth. In meeting these goals, it is our policy to (1) assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner; (2) create a workplace environment free from the adverse effects of drug abuse and alcohol misuse; (3) prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances; and (4) to encourage employees to seek professional assistance anytime personal problems, including alcohol or drug dependency, adversely affect their ability to perform their assigned duties.

- A. All safety-sensitive employees will receive training on the effects and consequences of prohibited drug or alcohol use on personal health, safety and the work environment, and the signs and symptoms which may indicate prohibited drug or alcohol use. The County will schedule mandatory classes but it is ultimately the responsibility of the employee to attend a class provided for by the County.
- B. All department heads and supervisors designated to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol/drug testing will

receive training on the physical, behavioral, speech and performance indicators of probable prohibited drug or alcohol misuse.

11.3 Prohibited Substances. “Prohibited substances” addressed by this policy include the following:

- A. Illegally used controlled substances or drugs. Includes, but is not limited to: marijuana, amphetamines, methamphetamines, opiates, phencyclidine (PCP), and cocaine, as well as drugs not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. The collection agency shall adhere to all requirements outlined in 49 CFR, Part 40 DOT Guidelines in determining what constitutes a positive test.
- B. Legal Drugs. The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected shall be reported by the employee to supervisory personnel and medical advice shall be sought by both the employee and supervisor, as appropriate, before performing safety-sensitive functions. A legally prescribed drug means that an individual has a prescription or other written approval from a physician for the use of a drug in the course of medical treatment. It must include the patient’s name, the name of the substance, quantity/amount to be taken, frequency and the period of authorization. The misuse or abuse of legal drugs while performing official business is prohibited.
- C. Alcohol. The use of beverages or medications containing alcohol, subject to Paragraph 11.3(B) above.

11.4 Prohibited Conduct

- A. Manufacture, Trafficking, Possession, and Use. Employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or sale of prohibited substances while on duty on County premises, or in County vehicles. Law enforcement shall be notified, as appropriate, where criminal activity is suspected.
- B. Intoxication/Under the Influence. Any safety-sensitive employee who fails a drug test or has a breath alcohol concentration of 0.04 or greater shall be removed from their safety-sensitive position and referred to an SAP (substance abuse professional). A safety sensitive employee with a breath alcohol concentration of 0.02 or greater, but less than 0.04 shall be immediately removed from their safety-sensitive position for a minimum of 8 hours or until they can pass an alcohol test with a BAC of less than 0.02. If a breath analyzer is unavailable, testing will be conducted via blood test.
- C. Alcohol Use. No safety-sensitive employee should report for duty or remain on duty when his/her ability to perform assigned safety-sensitive functions is adversely affected by alcohol or when his/her breath alcohol concentration is 0.04 or greater. No safety-sensitive employee shall use alcohol while on duty, or while performing a safety-sensitive function. No safety-sensitive employee shall use alcohol within four hours of reporting for duty; or during the hours that they are scheduled on call; or up to eight hours following an accident or until tested; or anytime during a period when that employee may have to perform safety-sensitive functions. Employees, who are not scheduled on call, shall upon being notified to report to duty, acknowledge alcohol use and their inability to perform his/her safety-sensitive function and shall be excused from

doing so without further consequences. No County employee under the age of 21 shall have a breath alcohol concentration of .02 or greater at any time while performing duties for the County. Violation of these provisions is prohibited and punishable by termination.

- D. Compliance with Testing Requirements. All safety-sensitive employees shall be subject to urine drug testing and breath alcohol testing. Refusal to comply with a request for testing, refusal to sign the drug testing chain of custody form, refusal to sign Step #2 on the alcohol breath testing form, inability to provide sufficient quantities of breath or urine to be tested without a valid medical explanation, tampering with or attempting to adulterate the specimen or collection procedure or not reporting to the collection site in the time allotted, shall constitute a verified positive test result.

11.5 Testing Which Results In a Dilute Specimen

A. Definitions:

Dilute Drug Screen – A drug screen which is identified by the testing lab as an irregular specimen pertaining to the specimen’s specific gravity and creatinine concentration. (The irregularity in specific gravity minimizes the reliability of the testing procedure and therefore reduces the reliability in the results.)

Primary Test – A test which is conducted under Sections 11.10, 11.11 or 11.12.

Monitored Tests – The County of Cibola will offer all employees who are required to take a second level test the opportunity to have the test monitored by a supervisor.

B. Dilute Drug Screen Procedure:

A dilute drug screen for Sheriff Department, Road Department, Detention Center Department and all other safety sensitive County employees who are covered by this policy will be handled as follows:

1. Primary Test:

Identified as Dilute

- a. The employee shall enter into a re-entry contract as defined in Section 11.17 and 11.18 or
 - b. If the employee’s physician certifies in writing that there is a valid medical cause for the dilute result, unrelated to illegal drug use or prescription drug abuse, the employee may submit to a hair sample test, at the County’s expense, to contest the results.
 - c. The employee without a physician’s certification, may submit to a hair sample test to contest the results if the employee pays, in advance, for the cost of the test.
2. Second Level Test (test for re-entry purposes or follow-up tests defined within a re-entry contract):

- a. Monitored Dilute – The County will accept the test results as provided by the lab (a test will be monitored only at the request of the employee)
 - b. Unmonitored Dilute – Shall result in termination as stated in the re-entry contract.
- C. Dilute Specimen Test for Employment Applicants: Any applicant for employment with Cibola County whose pre-employment drug and alcohol screen test is identified as dilute, shall not be eligible for employment and is precluded from re-application for employment for:
1. a period of six (6) months from the date of the test or
 2. The applicant may submit to a hair sample test to contest the results if the applicant pays, in advance, for the cost of the test. In the event the hair sample test results are negative, the applicant will be eligible for immediate hire.
 3. If the employee’s physician certifies in writing that there is a valid medical cause for the dilute result, unrelated to illegal drug use or prescription drug abuse, the employee may submit to a hair sample test to contest the results.

11.6 Treatment Requirements. All employees are encouraged to make use of the available resources for treatment for alcohol misuse and illegal drug use problems. Under certain circumstances, employees may be required to undergo treatment for substance abuse or alcohol misuse. Any employee who refuses or fails to comply with County of Cibola requirements for treatment, after care, or return to duty will be subject to termination. The cost of any treatment or rehabilitation services will be paid for directly by the employee or their insurance provider. Employees will be allowed to take accumulated sick leave and vacation leave to participate in the prescribed rehabilitation program.

11.7 Proper Application of the Policy. The County of Cibola is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, department heads/supervisors are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any department head/supervisor who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, will be subject to disciplinary action, up to and including termination.

11.8 Testing Procedures.

- A. All safety-sensitive employees of the County of Cibola shall be subject to drug (urine) and alcohol testing for reasonable suspicion, return to duty, follow-up or random and may be subjected to testing following an accident. Follow-up testing will be conducted for a period of one to five years, with up to six tests performed during the first year and as many as four in subsequent years. The Substance Abuse Professional (SAP) may determine the frequency and duration of follow-up testing.
- B. Testing shall be conducted using techniques, equipment and certified laboratory facilities to ensure a high degree of accuracy and reliability. Alcohol testing may only occur during or immediately before/after performing safety sensitive duties and up to eight hours following an accident. Drug testing may occur any time while performing duties for the County of Cibola and up to 32 hours following an accident.

11.9 Pre-Employment Drug & Alcohol Screening. All applicants for employment with Cibola County shall be required to take a drug and alcohol screening test when they report for their pre-employment medical examination or when otherwise directed by the County Manager or his/her designee. Any applicant for employment with Cibola County who's pre-employment drug and alcohol screen test is identified as positive, shall not be eligible for employment and is precluded from re-application for a period of one (1) year from the date of the test.

11.10 Employee Requested Testing. Any safety-sensitive employee who questions the result of a required drug test under paragraphs 11.10 through 11-15 of this policy may request that an additional test be conducted. This test will be conducted at a different certified laboratory. The test will be conducted on the split sample that was provided by the employee at the same time as the original sample. The method of collecting, storing, and testing the split sample will be consistent with acceptable testing standards. The employee's request for a split sample test must be made to the Medical Review Officer* within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted if the delay was due to documentable facts that were beyond the control of the employee. An employee requested test will be at the expense of the employee.

11.11 Reasonable Suspicion Testing. All employees shall be subject to urine and/or breath testing when there is reasonable suspicion to believe the employee is under the influence of prohibited substances. A reasonable suspicion referral for testing will be made on the basis of articulatable objective facts and circumstances, which are consistent with the short-term effects of substance abuse. Examples of reasonable suspicion include, but are not limited to the following:

- A. Physical signs and symptoms consistent with prohibited substance use.
- B. Evidence of the manufacture, distribution, dispensing, possession, or use of controlled substances, drugs, alcohol, or other prohibited substances.
- C. Occurrence of an accident that may have been caused by use of a prohibited substance or alcohol misuse.
- D. Fights (to mean physical contact), assaults, and flagrant disregard or violations of established safety, security, or other operating procedures.

11.12 Post-Accident Testing. Any County employee involved in an accident occurring on County property or involving County equipment/vehicle shall be subject to a drug or alcohol test as soon as possible after the accident.

* Medical Review Officer – See DEFINITIONS Section 11.21.

11.13 Random Testing

- A. Employees in safety-sensitive positions shall be subjected to random, unannounced drug testing. The selection of safety-sensitive employees for random drug testing will be made using a scientifically valid method that ensures each covered employee that they will have an equal chance of being selected each time selections are made. The random tests will be unannounced and spread throughout the year on all days and during all hours of operation.
- B. When a safety-sensitive employee is informed of a random drug test they must be tested as soon as is practicably possible but in a time not to exceed 3 hours. All employees who

have been randomly selected or are testing in conjunction with Rule 11.11 will be notified, in writing, by the County Manager a department head or supervisor. All tests will be collected as a split sample giving the employee the opportunity to exercise his/her right to an additional test (Section 11.10) on the sample which was collected. Should the County's agent not collect a split sample, the results of the test, for which a split sample was not collected, will be disregarded by management and the employee will not be required to re-test for this specific testing period.

C. All safety sensitive employees shall be placed in a selection pool and random drug testing shall come from this predetermined pool. The individual pools shall be defined as follows:

1. Sheriff's Department
2. Road Department
3. Detention Center
4. Dispatch
- 5.
6. All other safety-sensitive employees

D. Shift employees, or employees who are not at work on the day of the scheduled test (random or otherwise), and who have been selected for testing, will be required to test immediately upon their return to work/duty and will be notified and expected to adhere to the rules as described above.

11.14 Return-To-Duty Testing*. A return-to-duty test is required of an employee who has had a positive drug or alcohol test and must be passed (negative non-dilute) before they can return to a safety-sensitive position. The Substance Abuse Professional (SAP) must first clear the employee to return-to-regular-duty after the evaluation and insure the employee has consented to treatment. The return-to-duty test may be for drugs and/or alcohol as required. Any work missed due to a positive drug/alcohol test or due to treatment shall be charged to the employee's sick leave and/or annual leave (employee's choice) or leave without pay if the employee has no leave balances.

11.15 Follow-Up Testing*. Once allowed to return to duty, safety-sensitive employees shall be subject to unannounced follow-up testing for at least 12 but not to exceed 60 months. The frequency and duration of the follow-up testing may be recommended by the SAP as long as not more than six tests are performed during the first 12 months after the employee returns to duty. Follow-up testing is separate from and in addition to the random testing program.

11.16 Employment Assessment. An SAP may refer any safety-sensitive employee who tests positive for the presence of illegal drugs or alcohol above the minimum thresholds for evaluation. An SAP is a licensed or certified physician, psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol-related and drug-related disorders. The SAP may evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited drug use or alcohol misuse. Employees may select the SAP of their choice as long as the criteria above is met.

11.17 Departmental Rule for Positive Drug/Alcohol Test.

- A. Any probationary employee who, as a result of this policy tests positive for drugs and/or alcohol, will be terminated immediately.
- B. Any employee who has been placed on time for improvement and who tests positive for drugs/alcohol as defined by this policy will be terminated from employment.
- C. Sheriff's Department & Detention Center (includes certified law enforcement officer, dispatchers, administrative personnel, detention center officers and animal control officers).
 - 1. A positive prohibited substance/alcohol test for an officer or dispatcher shall be reported to the New Mexico Law Enforcement Academy Director as outlined in the NMLEA Handbook Subsection B4 of 10.29.1.11 NMAC.
 - 2. Any certified or uncertified law enforcement officer, dispatcher, administrative personnel, detention center officer or animal control officer who tests positive for prohibited substances and/or alcohol under this policy shall be terminated from employment with the County of Cibola, Section 7.10.
 - 3. Any County of Cibola Deputy, Dispatcher, Animal Control Officer, Detention Center Officer or Sheriff Administrative Personnel whose primary test is determined to be a dilute test will be subject to the terms and conditions as defined below (this does not include tests taken as a result of a re-entry contract which are monitored tests and are determined to be dilute):
- D. Road Department covered employees (any employee who operates machinery, heavy equipment or has a CDL)
 - 1. Any Road Department covered employee who tests positive for prohibited substances and/or alcohol under this policy shall be terminated from employment with the County of Cibola, Section 7.10.
 - 2. Any Road Department covered employee whose primary test is determined to be a dilute test will be subject to the terms and conditions as defined below (this does not include tests taken as a result of a re-entry contract which are monitored tests and are determined to be dilute):
- E. Any County of Cibola Sheriff Department, Detention Center, Road Department employees (as defined above) who are covered by this policy and whose primary test is determined to be dilute as herein defined, shall be subject to the terms and conditions of:
 - 1. The re-entry contracts defined below;
 - 2. Rule 11.13 of this policy, and;
 - 3. Rule 11.14 of this policy.
 - 4. If applicable, any CDL provisions that may apply.
- F. County of Cibola safety sensitive employees shall be terminated upon violation of any of the terms and conditions of the individual's re-entry contract (defined below). An unmonitored dilute, second level test for Sheriff Department, Detention Center, Road Department employees (subject to a re-entry contract) shall result in termination of employment

11.18 Re-Entry Contracts (general safety sensitive employees).

- A. Employees who re-enter the workforce must agree to a re-entry contract. That contract may include, but is not limited to:
 - 1. A release to work statement from the Substance Abuse Professional.
 - 2. A negative test for drugs and/or alcohol. (Section 11.14)

3. An agreement to unannounced frequent follow-up testing for a period of one to five years with up to six tests performed the first year (Section 11.15).
4. A statement of expected work-related behaviors.
5. An agreement to follow specified after care requirements with the understanding that violation of the re-entry contract is grounds for termination.
6. County of Cibola safety sensitive employees shall be terminated upon violation of any of the terms and conditions of the individual's re-entry contract (defined below). An unmonitored dilute, second level test for Sheriff Department, Detention Center Department Road Department or Solid Waste Department employees (subject to a re-entry contract) shall result in termination of employment.

B. Any safety sensitive employees not covered above shall be terminated upon violation of any of the terms and conditions of the individual's re-entry contract (defined below).

11.19 Detection. The County reserves the right to inspect, at any time, all County property and all County vehicles and equipment for the presence of prohibited substances or alcohol. All inspections will be scheduled as deemed necessary by the County Manager or his/her designee and conducted by the Cibola Sheriff's Department.

11.20 Voluntary Request for Assistance.

- A. The County of Cibola intends to give the same consideration to persons who voluntarily request assistance (prior to being randomly selected or selected for cause) with chemical dependencies as it does to employees having other diseases.
- B. Early recognition and treatment of chemical (drug and alcohol) dependency problems is important for successful rehabilitation and reduced personal, family and social disruption. The County supports sound treatment efforts and an employee's job will not be jeopardized for conscientiously seeking assistance prior to random selection or selection for cause. Normal County benefits, such as sick leave and the group medical plan, are available to give help in the rehabilitation process to any employee who voluntarily requests assistance for chemical dependencies.

11.21 Definitions

Medical Review Officer (MRO) – The MRO is a licensed physician who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate positive drug test results. The List of primary responsibilities below is followed by standard operating procedures necessary to carry out those responsibilities:

- A. Receive test results from the laboratory
- B. Review all drug testing results prior to reporting
- C. Verify that the laboratory report and assessment are correct
- D. Review and interpret each confirmed lab tested positive result
- E. Conduct a medical interview, providing an opportunity for the employee to discuss a positive test result
- F. Notify employer of verified positive test
- G. Process employee request for re-test
- H. If necessary, re-analyze the original specimen to determine the accuracy of the test result

11.22 Records

- A. All records of the controlled substance abuse prevention program must be kept in a secure location with controlled access in the County Manager's Office. Regulation requires that certain records according to their importance be maintained for varying lengths of time, from one (1) to five (5) years.
- B. Records must be kept confidential and be made available for inspections by the County Manager within two (2) business days following a request by an authorized representative of the Federal Highway Administration. These records should not be made a part of a driver's personnel file.
- C. The following are entitled access to these records through approval of the County Manager:
 - 1. CDL Issuer or his/her representative;
 - 2. The Secretary of Transportation;
 - 3. Any Department of Transportation Agency;
 - 4. Any State or Local Official with regulatory authority over the employee;
 - 5. Any prospective employer with the employee's written permission.

11.23 Confidentially. No laboratory reports or test results shall appear in the employment personnel file unless they are a part of a disciplinary action, but shall be placed in a special locked file.

SECTION XII: EMAIL & INTERNET USE

12.0 Access. Access to the Internet through the Cibola County is a privilege. Users granted this privilege must adhere to strict guidelines concerning the appropriate use of this information resource. Users who violate the provisions outlined in this document are subject to disciplinary action up to and including termination. In addition, any inappropriate use that involves a criminal offense will result in legal action. All users are required to acknowledge receipt and understanding of guidelines contained in this document.

12.1 Purpose & Scope. To define policies and procedures for access to the Internet through the Cibola County network infrastructure. This policy applies to all personnel with access to Internet and related services through the Cibola County network infrastructure. Internet Related services include all services provided with the TCP/IP protocol, including but not limited to Electronic Mail (e-mail), File Transfer Protocol (FTP), and World Wide Web (WWW) access. Internet access includes connections via DSL subscriptions, phone modem access, server-to-Internet access or T1 line access.

12.2 Acceptable Use. Access to the Internet is specifically limited to activities in direct support of official Cibola County business.

- A. In addition to access in support of specific work related duties, the Cibola County Internet connection may be used for educational and research purposes.
- B. If any user has a question of what constitutes acceptable use he/she should check with their supervisor for additional guidance. Management or supervisory personnel shall consult with the County Manager for clarification of these guidelines.

12.3 Inappropriate Use. Cibola County Internet access shall not be used for any illegal or unlawful purposes. Examples of this would be the transmission of violent, threatening, defrauding, pornographic, obscene or otherwise illegal or unlawful materials

- A. Use of Cibola County electronic mail or messaging services shall be used for the conduct of Cibola County, business only. These services shall not be used to harass, intimidate or otherwise annoy another person.
- B. The Cibola County, Internet access shall not be used for private, recreational or other non-Cibola County related activity.
- C. The Cibola County Internet connection shall not be used for commercial or political purposes.
- D. Use of the Cibola County, Internet access shall not be used for personal gain such as selling access of a Cibola County user login. Internet access shall not be used for or by performing work for profit with Cibola County resources in a manner not authorized by Cibola County.
- E. Users shall not attempt to circumvent or subvert security measures on Cibola County's network resources or any other system connected to or accessible through the Internet.
- F. Cibola County users shall not use Internet access for interception of network traffic for any purpose unless engaged in authorized network administration.
- G. Cibola County users shall not make or use illegal copies of copyrighted material, store such copies on Cibola County equipment, or transmit these copies over the Cibola County network.

12.4 Internet & E-Mail Etiquette. Cibola County employees shall ensure all communication through Cibola County email or messaging services is conducted in a professional manner. The use vulgar or obscene language is prohibited.

- A. Cibola County users shall not reveal private or personal information without specific approval from management.
- B. Users should ensure that e-mail messages are sent to only those users with a specific need to know. The transmission of e-mail to large groups or messages with large file attachments should be avoided.
- C. Electronic Mail is not guaranteed to be private. Messages transmitted through the Cibola County e-mail system or network infrastructure are the property of Cibola County and are therefore subject to inspection.

12.5 Security

- A. Cibola County users who identify or perceive an actual or suspected security problem shall immediately contact the Cibola County Information Systems Security Manager or IT Department Head.
- B. Users shall not reveal account passwords or allow another person to use their account. Similarly, users shall not use the account of another user.
- C. Access to the Cibola County network resources shall be revoked for any user identified as a security risk or a demonstrated history of security problems.

12.6 Penalties. Any user violating these policies is subject to the loss of network privileges and any other Cibola County disciplinary actions as detailed in Section 7 of this ordinance.

12.7 No Expectation of Privacy. Users should not expect any information transmitted via Cibola County's systems to remain private or confidential.

- A. Cibola County may monitor use of any part of County Systems at any time, without notice, at its discretion. Such monitoring may include, but is not limited to limiting size, accessing, listening to, reading, or retrieving voice mail messages, e-mail, Internet communications, or local files.
- B. Users should be aware that deleted files or other communications may be retrieved and review by Cibola County Management.
- C. Users are prohibited from, among other things, accessing, listening to, reading or retrieving other team members' e-mail, voice mail, or Internet communications unless specifically authorized to do so by Management.

12.8 User Compliance. All terms and conditions as stated in this document are applicable to all users of the network and the Internet connection.

12.9 Protection & Handling of Sensitive Information. It is the responsibility of every County employee to ensure the protection of sensitive information and comply with all information technology policies. This includes but is not limited to ensuring such information does not leave the County network, making a reasonable effort to redact sensitive information when sharing records and protecting security account information.

SECTION XIII: PAY POLICY

13.1 Purpose. This Section outlines the provisions for the County's system of comparing and classifying positions according to their relative equivalence for the purpose of establishing fair and equitable promotion and pay compensation for employees. The Board approves all positions and salaries as part of the fiscal year budget process.

13.2 Applicability. The provisions of this section shall apply to all employees except that Contract Employees and unclassified employees are subject to wage increases as negotiated and approved by the Board.

- A. Elected officials who include Commissioners, Clerk, Treasurer, Assessor, Sheriff, and Probate Judge are subject only to the statutory provisions of law subject to budget availability and determination by the Board as to the amount to be paid annual to any elected official as determined in the budget process.
- B. Chief deputies shall receive 90% and the undersheriff shall receive 90% of the related elected official's salary as their fixed salary and shall serve at the pleasure of the elected official. In the event a Chief Deputy was hired before the adoption of this policy their pay shall be grandfathered. The Sheriff's Administrator serves at the pleasure of the Sheriff and shall receive a fixed salary of 60% of the Sheriff's fixed salary.

13.3 Pay Compensation Process Overview. The pay compensation system includes provisions for:

- A. entry level wages;
- B. transfers;
- C. demotions;

- D. cost of living wage increases;
- E. promotion wage increases;
- F. performance merit increases.

The Board may at their discretion amend the general wage and classification plan and the general wage schedule by resolution or motion of the Board when deemed appropriate.

13.4 Entry Level Wages. All new employees are normally hired at the Entry level position for the level of position that has been vacated or otherwise approved for hire by the elected official or department director, subject to budgetary constraints and the approval of the County Manager.

13.5 Cost of Living Wage Increases. The Board may consider an across the board cost of living wage increase concurrent with approval of the budget each fiscal year or as otherwise approved by the Board. Cost of living increases will normally become effective the first pay period proceeding July 1 of each fiscal year or as otherwise approved by the Board.

13.6 Position Specifications Requirements. Each position has a written Position Specification which includes specifications for minimum qualifications, education, experience, abilities, skills, license, or certification requirements, and a description of duties and responsibilities required for the position.

13.7 Grandfather Clause. Any employee whose position specification is revised is subject to the experience, education, or certification requirements of the new position specification shall show satisfactory progress to meet the new standards within six (6) months or may be subject to reclassification, transfer or dismissal.

13.8 Contents of Personnel File. Subsequent to hiring, a separate record file shall be prepared and maintained for each employee. These records shall be kept in the Human Resources Manager's office. It is the responsibility of each elected official or department director to ensure that the records of the employees are complete and up-to-date. The file shall contain a minimum of the following records:

- A. the original application form;
- B. the originating personnel action showing occupation, position classification, date of beginning employment and salary and a signed receipt, evidence of receiving these Rules;
- C. copies of personnel action forms.
- D. copies of all performance evaluations, if applicable;
- E. copies of all favorable or unfavorable letters or memorandums such as letters or certificates of appreciation or records of other outstanding achievements regardless of origination, so long as the procedure applicable to written reprimands is followed;
- F. records or certificates of educational training or orientation achievement completion;
- G. records of disciplinary actions such as reprimands, suspensions, demotions or dismissal; and
- H. application for retirement program.

13.9 Access to Personnel Files. Personnel files are the property of the County and access to the information they contain is restricted. Generally, only immediate supervisors and management personnel of the County who have a legitimate reason to review information in a file are allowed

to do so. Employees who wish to review their own file should contact the Human Resources Manager's office. With reasonable advance notice, employees may review their own personnel files in County's offices and in the presence of an individual appointed by the County to maintain the files.

SECTION XIV: EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PLAN

14.1 Purpose. The purpose of this section is to recruit, employ and promote the most qualified applicants or employees to work in County employment. Employment and promotional opportunities shall be based solely upon ability and demonstrated competence, not upon extraneous factors. Age, sex, marital status, national origin, religion, race, sexual preference, political affiliation and handicaps not related to ability to perform the job sought, are declared extraneous factors that shall have no bearing on employment or promotional opportunities within County service.

14.2 Statement of Policy. It is the policy of the County to comply with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, amended by the Equal Employment Opportunity Act of 1972 and Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, in all employment and programs administered by the County. The County affirms that individuals will be considered for employment or promotion on the basis of bona-fide occupational qualification only. Each employee or prospective employee will be advised of this policy. All announcements or notices regarding position openings or opportunities will contain the words "An Equal Opportunity Employer".

14.3 Management Responsibility. The Human Resources Director will counsel elected officials and department directors as they investigate and resolve internal complaints of employment discrimination filed by County employees or employment applicants. The Human Resources Director shall be the referral officer for the County to receive notice of alleged unlawful employment practices from the Equal Employment Opportunity Commission (EEOC) as provided for in Public Law 88-352, Title VII, Section 706(C); 78 Stat. 241 (42 USC 2000e-5).

14.4 Complaint Procedures. Any employee or person refused employment or who believes he/she has been subjected to a discriminatory employment act or practice prohibited by federal or state law shall file with the Human Resources Director a written and signed statement of facts setting out the basis of the complaint.

- A. Upon receiving a written and signed complaint or upon receiving notice of an alleged unlawful employment practice from an individual, the Human Resources Director shall immediately conduct an investigation and attempt to resolve such complaint informally and forward copies of the investigation and results to the elected official/department director and County Manager.
- B. If the complaint is not resolved informally by the process set forth in subsection A above, it will go before a Hearing Officer appointed by the County Manager. The Hearing Officer shall conduct a hearing not more than forty-five (45) days after the complaint has been received by the Human Resources Manager. The complainant, complainant's attorney (if any), the County Manager, Human Resources Director, County Attorney, elected official or department director, and the employee allegedly responsible for the

discriminatory act or practice, shall be given five (5) days written notice of the hearing, together with a copy of the complaint filed with the Human Resources Director.

- C. At the hearing, the complainant and respondent shall have the right to be represented by counsel; all testimony shall be received under oath, and the Hearing Officer shall have the authority to issue administrative subpoenas for the attendance of any County employee as a witness.
- D. The Hearing Officer shall report findings and recommendations in writing to the County Manager and elected official or department director not more than twenty (20) days after hearing the complaint. A full record of the proceedings shall be kept either by audio media or in writing by the Human Resources Director in a confidential file.

14.5 Remedies. In the event the County Hearing Officer determines that a discriminatory act or practice has occurred, the County Manager may take appropriate action including, but not limited to, reinstatement, hiring or promotion of the aggrieved individual, with or without back pay, or any other equitable administrative relief necessary to correct and rectify the discriminatory act or practice. Nothing in this policy prohibits any aggrieved party from seeking remedy through the state or federal agency responsible for such actions.

SECTION XV - MISCELLANEOUS

15.1 Designated Work Areas. All employees are to be at their designated work areas on time and ready to work. They shall work until the scheduled quitting time, unless permission of the supervisor has been obtained for different work hours. Employees shall not litter work areas and will keep such areas neat and clean. Employees are required to take their lunch away from their designated work area.

15.2 Personal Business. Personal business shall not be conducted during work hours.

15.3 Safety. The County is committed to having all work conducted in a safe manner. All safety precautions shall be followed in accordance with federal, state, or county policies.

15.4 County Property. Employees shall not misuse or destroy County property, records, or other material in their care, control, or custody; nor shall any County property, records, or other material be removed from the premises of the County offices unless written permission by the department director or elected official has been given. Employees shall not use County property, records or equipment for personal use.

15.5 County Vehicles. No County vehicle will be taken out of the County without permission of the elected official or department director and employees shall notify the elected official or department director of their destinations and itineraries. County vehicles shall be used for County business only. County vehicles may not be taken home unless designated permissible as defined in the Accident Prevention Program Policy and adheres to Section 9.7 Fringe Benefits. The Cibola County Vehicle Accident Prevention Policy Program adopted by the Board of County Commissioners June 27, 2006 as may be amended from time to time is hereby adopted and incorporated into this Ordinance by reference.

- A. With the exception of the Sheriff's Office which shall be subject to their SOP, County vehicles shall not be used for personal business, except as is incidental in commuting. Employee family members or passengers not on official County business are not allowed

to ride in a County vehicle and strict adherence to this policy is directed to all employees operating a County vehicle.

- B. No Smoking in Vehicles or Motorized Equipment. Smoking in all county vehicles or motorized equipment is prohibited.

15.6 Personal Appearance. Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image the County presents to customers and visitors.

- A. During business hours, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions. Employees who meet the public, both internal and external, must dress in appropriate business attire at all times. Employees may observe casual dress on Friday if the above stipulation does not apply. Examples of questionable work attire are sun dresses with bare backs and/or shoulders, men's undershirts, excessively baggy, short, or tight clothing, sweatpants and shorts, for men or women, bare midriffs or excessively sheer fabrics unless adequate cover-up (jacket, sweater, etc.) is worn throughout the work day, and low-cut tops/blouses/shirts/dresses (e.g., if they expose "cleavage" when the employee is standing or sitting in a normal manner). Employees who appear for work inappropriately dressed will be sent home and directed to return to work in proper attire. Under such circumstances, employees will not be compensated for the time away from work.
- B. Employees are required to maintain personal cleanliness by bathing daily; maintaining daily oral hygiene (brushing of teeth); using deodorant/antiperspirant to minimize body odor; refraining from the use of heavily scented perfumes, colognes and lotions; maintaining clean and trimmed fingernails; and washing hands after eating or using the restrooms.
- C. An employee should consult their elected official or department director if they have questions as to what constitutes appropriate attire.

15.7 Searches & Surveillance. The County's employees should not expect privacy in their personal effects while on County property or on County time. Employee workplaces may be subject to video surveillance. The County may search lockers, desks, toolboxes, lunch sacks, clothing, County internet, County e-mail or County computer accounts and County electronic media/storage, a County vehicle, and any other item in which an unauthorized weapon or other contraband may be hidden. To the extent that an employee refuses to permit a search, such refusal may constitute grounds for disciplinary action.

15.8 Workplace Violence. The County provides a safe work place for all employees. To ensure a safe workplace and to reduce the risk of violence, all employees should review and understand all provisions of this Workplace Violence policy. All employees, including managers and supervisors, are responsible for using safe work practices, for following all directives, policies and procedures, and for assisting in maintaining a safe and secure work environment.

- A. Prohibited Conduct. The County does not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities. This list of behaviors, while not inclusive, provides examples of conduct that is prohibited.
 - 1. Causing physical injury to another person;
 - 2. Making threatening remarks;

3. Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress;
 4. Intentionally damaging County property or property of another employee;
 5. Committing acts motivated by, or related to, sexual harassment, harassment or domestic violence.
- B. Reporting Procedures. Any potentially dangerous situations must be reported immediately in writing to a supervisor or the County Manager's office. All reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed to others only on a need-to-know basis. All parties involved in a situation will be counseled and the results of investigations will be discussed with them. The County will actively intervene at any indication of a possibly hostile or violent situation.
- C. Risk Reduction Measures. Hiring: The County takes reasonable measures to conduct background investigations to review candidate's backgrounds and reduce the risk of hiring individuals with a history of violent behavior.
- D. Safety: The risk management carrier conducts annual inspections of the premises to evaluate and determine any vulnerability to workplace violence or hazards. Any necessary corrective action will be taken to reduce all identified risk areas.
- E. Individual Situations: While the County does not expect employees to be skilled at identifying potentially dangerous persons, employees are expected to exercise good judgment and to inform their supervisor or department director if any employee exhibits behavior which could be a sign of a potentially dangerous situation. Such behavior includes:
1. Discussing the use of weapons in a threatening manner related to the workplace, or bringing them to the workplace;
 2. Displaying overt signs of extreme stress, resentment, hostility, or anger;
 3. Making threatening remarks;
 4. Sudden or significant deterioration of performance;
 5. Displaying irrational or inappropriate behavior.
- F. Dangerous/Emergency Situations. Employees who are confronted by or encounter an armed or dangerous person should not attempt to challenge or disarm the individual.
- G. Enforcement. Threats, threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated. Any employee determined to have committed such acts will be subject to corrective or disciplinary action, up to and including dismissal. Non-employees engaged in violent acts on the County's premises will be reported to the proper authorities.

15.9 Final Paycheck. An employee who resigns shall receive a final paycheck on the first regularly scheduled payday following the employee's effective date of resignation or termination. In the case of death, final salary and compensation for unused annual leave shall be paid to the employee's named beneficiary or, if unnamed, to the employee's estate, on the next regularly scheduled payday.

15.10 Uniforms. An employee in a designated job with the County may be required to wear special clothing to perform the job function with patches, badges or other distinctive items as approved by the elected official, department director or the County Manager.

- A. Employees whose job calls for a uniform must wear the uniform whenever they are on duty. Uniforms are to be worn in the manner that they were intended to be worn and are

not to be modified to satisfy personal desires. For example, you cannot cut off sleeves or collars or remove patches, etc. Section supervisors or foremen are responsible for insuring that each employee wears the uniform in a neat and clean condition.

- B. The selected top wear of the uniform must be a shirt and **must** have the appropriate patches sewn on. At the time uniforms are selected, field employees and mechanics may select a pair of coveralls in lieu of a set of regular uniforms, unless the job prohibits wearing coveralls. Management may choose to provide insulated coveralls where warranted by working conditions.
- C. Safety Shoe/Boot Program. Drivers, mechanics, and other employees designated by the department to participate in the safety shoe/boot program will be required to wear this safety footwear while on duty. Shoes or boots purchased as safety shoes/boots shall be ANSI-approved (ANSI Z41-1991 standards) and shall be steel-toed in order to qualify for departmental reimbursement. Prior approval from the department director or his designee must be obtained before purchase of another type of safety shoe/boots.
- D. Other Safety-Related Attire. The County emphasizes safety as a primary focus of our activities and will provide necessary safety attire when needed or requested by the employee and approved by the department director or elected official. Safety attire, such as gloves, safety vests, hearing protection devices, safety glasses, disposable coveralls for spraying, and respirators, are important work items and are to be used and maintained by the employee once issued. These items should be maintained as required and turned in for replacement or when no longer needed for the intended activity.
 - 1. *Gloves*: Employees who need gloves (canvas, leather, palm, or all leather) to perform their assigned work shall be furnished gloves by the department at no charge to the employee, providing they turn in their old worn out gloves.
 - 2. *Badges*, if issued to security service employees, will be provided by the department at the department's expense. Any misuse of the badge may lead to corrective/disciplinary action being taken against the individual who misused his/her badge.
- E. Caps or Hats. Employees who work outdoors are encouraged to wear a cap or hat to protect them from the elements, including sun rays. Departments are granted authority, if for safety or security purposes, to promulgate additional policies regarding the wearing of caps or hats in specific work environments. It is encouraged that caps with the County and Department emblem be worn whenever possible, but this is not a mandatory requirement unless for safety or security purposes.

15.11 Return of Uniforms, Equipment & County Property. Upon severance from County service, all County issued uniforms, equipment, keys, cellular phones, laptop computers, badges etc. shall be returned to the County. Failure to do so shall result in a deduction for cost of replacement of the items from the employee's final paycheck and possible legal action to recover return of security sensitive items.

15.12 Gifts, Gratuities or Kickbacks. All employees are prohibited from accepting gifts or other considerations from anyone given with intent of modifying the employee's performance of duties or encouraging the employees to make purchases from the individual or business involved. Employees will maintain the highest moral standards and any attempt to influence employee's performance by a vendor or other person will be reported to the department director or elected official and to the County Manager.

- A. It is unlawful for any County employee, as defined in §13-1-28 NMSA 1978, to participate directly or indirectly in a procurement when the employee knows that the employee or any member of the employee's immediate family has a financial interest in the business seeking or obtaining a contract. An employee or any member of an employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a financial interest with regard to matters pertaining to that trust. (§13-1-190 NMSA 1978)
- B. Contingent fees prohibited. It is unlawful for a person or business to be retained or for a business to retain a person or business to solicit or secure a contract upon an agreement or understanding that the compensation is contingent upon the award of the contract, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business and persons or businesses employed by the County which are providing professional services to the County in anticipation of the receipt of federal or state grants or loans (§13-1-192 NMSA 1978).
- C. Contemporaneous employment prohibited. It is unlawful for a County employee who is participating directly or indirectly in the procurement process to become or to be, while such an employee, the employee of any person or business contracting with the County by whom the employee is employed (§13-1-193 NMSA 1978).
- D. Use of confidential information prohibited. It is unlawful for any County employee or former employee knowingly to use confidential information for actual or anticipated personal gain or for the actual or anticipated personal gain of any other person (§13-1-194 NMSA 1978).

15.13 Normal Work Hours. Normal work hours will be based on a forty (40) hour work week. All County offices shall be open from 8:00 a.m. to 5:00 p.m. Monday through Friday; unless a different forty (40) hour work schedule is approved by the elected official/department director and the County Manager. During a normal work day, the department director or elected official may authorize an unpaid full one-hour lunch breaks in accordance with departmental scheduling needs.

15.14 Reduced Work Hours. The Board may reduce the number of work hours by resolution if the Board determines that the County budget will not sustain the normal work hours. Reduced work hours will apply to all full time employees of the County, with the possible exception of those employees in safety-sensitive or security-sensitive positions.

15.15 Separation from Service with the County. Upon an employee's termination or resignation from the County, he or she will be entitled to an exit interview process with the Human Resources Director, and the elected official and/or the department director.

SECTION XVI: AUTHORITY

16.1 Rules. These rules are promulgated on the authority granted in state and federal law and the Ordinance providing for these Rules.

16.2 Savings Clause. If any article, section, paragraph, clause, word or phrase of this Ordinance is held to be invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

SECTION XVII: REPEAL OF FORMER PERSONNEL POLICY

Cibola County Ordinance 2006-02 is repealed, as well as all other Cibola County Ordinances or Resolutions relating to personnel which are in conflict with the above provisions, by the adoption of this Ordinance.

APPROVED, ADOPTED, AND PASSED on this _____ day of _____, 2016.

EFFECTIVE: _____, 2016

BOARD OF COUNTY COMMISSIONERS

Robert Armijo
Commissioner, District I

T. Walter Jaramillo
Commissioner, District II

Jack Molerres
Commissioner, District III

Pat Simpson
Commissioner, District IV

Lloyd Felipe
Commissioner, District V

Attest:

Lisa Bro
Cibola County Clerk

EMPLOYEE ACKNOWLEDGEMENT FORM

CIBOLA COUNTY EMPLOYEE RECEIPT OF PERSONNEL POLICY ORDINANCE 2016-____.

I _____ acknowledge that on _____
(print name of employee) (date)

I received an electronic/hard copy of the Cibola County Personnel Policy Ordinance 2016-____. I understand that the Personnel Policy is the law that controls, explains and provides the terms of and conditions of my employment with the County of Cibola. I further understand that I am responsible for compliance with all Cibola County Policies, which can be found on the County's website at [www._____](http://www.____). I further understand that this receipt will be placed in my employment file as evidence of my having been given a copy the policy.

(Signature of Employee)

Cibola County Commission
Special Meeting
Monday November 21, 2016

The Cibola County Commission held a Special Meeting on Monday November 21, 2016 at 12:30 pm in the Cibola County Commission Room

Elected Officials Present Staff

T. Walter Jaramillo, Chairman
Robert Armijo, 1st Vice Chairman
Jack Molerés, 2nd Vice Chairman
Patrick Simpson, Commissioner

Tony Boyd, County Manager
Michelle Dominguez County Clerk
Doreen Esparza, Recording/Filing Clerk

1. Call to Order

Chairman Jaramillo called the meeting to Order at 12:33 p.m.

2. Roll Call

Chairman Jaramillo does roll call 4-4 Commissioners in attendance. Commissioner Felipe is absent.

3. Pledge of Allegiance

Recited by all.

4. Prayer

Manager Tony Boyd led us in prayer.

5. Approval of Agenda

1st Vice Chairman Armijo made a motion to approve the agenda, second by 2nd Vice Chairman Molerés 4-4 affirmative.

6. Action Items – Action May Be Taken

- a. Consideration to Purchase the Dispatch Consoles

Motion to Purchase the Dispatch Consoles made by 1st Vice Chairman Armijo, second by Commissioner Simpson for \$60,709.32 4-4 affirmative.

- b. Consideration of Resolution 16-54 Non-Recurring Addition to Payroll

Motion to not approve Resolution 16-54 Non-Recurring Addition to Payroll made by 2nd Vice Chairman Molerés, second by 1st Vice Chairman Armijo 4-4 affirmative.

7. Announcements

The next Regular Commission Meeting will be held on Wednesday November 30, 2016 at 5:00 p.m. immediately following the Board of Finance Meeting in the County Convention Room.

8. Adjournment

Motion to adjourn meeting made by 1st Vice Chairman Armijo, second by Commissioner Simpson at 1:03 p.m. 4-4 affirmative.

Cibola County Commission
Regular Meeting
Wednesday, November 30, 2016

The Cibola County Commission held a Regular Meeting on Wednesday November 30, 2016 at 5:54 pm in the Cibola County Administrative Office 700 East Roosevelt Suite 50

Elected Officials Present Staff

T. Walter Jaramillo, Chairman
Robert Armijo, 1st Vice Chairman
Jack Moleris, 2nd Vice Chairman
Patrick Simpson, Commissioner
Lloyd Felipe, Commissioner

Tony Boyd, County Manager
Joseph Sanders, Finance Director
Elisa Bro, County Clerk
Doreen Esparza, Recording/Filing Clerk

1. CALL TO ORDER

Chairman T. Walter Jaramillo called the meeting to Order at 5:54 pm

2. ROLL CALL

Chairman Jaramillo does roll call-5-5 Commissioners in attendance.

3. Pledge of Allegiance

Recited by all

4. Prayer

Sheriff Tony Mace led us in prayer.

5. Approval of Agenda

Motion to approve the agenda made by 1st Vice Chairman Armijo, seconded by Commissioner Simpson 5-5 Affirmative.

6. Approval of Minutes

a. October 26, 2016 Regular Meeting

Motion to approve October 26, 2016 Regular Meeting made by Commissioner Felipe, seconded by 1st Vice Chairman Armijo 2nd Vice. 2nd Vice Chairman Molerés abstained 4-5 Affirmative.

b. November 1, 2016 Special Meeting

Motion to approve November 1, 2016 Special Meeting with Correction on Action Item F under letter A should be 2-1 not 3-0 as listed and Commissioner Simpson was present for the November 1, 2016 Special Meeting but was not listed as Elected Officials Present Motion made by 1st Vice Chairman Armijo, seconded by 2nd Chairman Molerés. Commissioner Felipe abstained.

7. Presentations

a. Employee of the Month

Anna Marie Lopez from the Sheriff's Office was selected Employee of the Month for October for all her hard work, professionalism and dedication.

8. Reports

a. Monthly Sheriff's Department Activity Report

Sheriff Tony Mace stated that his Safety Street unit on October 14th his deputies where dispatched to the Bluewater Village area to a burglary at the Bluewater School they were able to identify and locate the suspect and property was recovered and was returned back to the school.

October 17th his Canine Unit held a training and highway drug interdiction operation within Cibola County on interstate 40 and conducted 75 traffic stops and recovered small amounts of marijuana.

And on October 24th the SSU Deputies ran an operation with the Adult Probation & Parole and the STIU violent fugitive recovery unit through the state in an attempt to serve on absconder warrant within Cibola County the main target being on absconder on a double homicide hiding in the Seboyeta and Bibo area. Deputies were able to locate the subject after a brief foot chase into the mountains they were able to take the individual into custody and book him.

And conducted another operation on October 28th with the canine unit at the Milan Elementary School at the request of the Principal. They suspected a 3rd grade student bringing marijuana to the school and selling it or trading it. The canine did a positive alert on the juveniles backpack and located some residue for marijuana, but was already distributed by the time they got there.

On October 29th through November 1st the SSU deputies executed an operation to conduct a culvert surveillance at local businesses and with ongoing burglaries within the city of Grants they did an operation at Diamond G trying to locate an individual responsible for repeated burglaries at Diamond G. One night the owner got into a physical altercation with the individual he was taken into custody and was booked.

They will be conducting a Bait Car Project at different areas throughout the County they will be targeting some of the shopping center so that valuables don't get stolen when they are shopping. So they have been very busy.

b. Monthly Detention Report

Michael Dodds stated to the Chairman and the Commissioners for the month of October they have collected \$196,100.21 in Revenues and collected \$9,821.00 in rent from the state for Magistrate Courts. And have charged \$149,237.66 for paying beds with inmate count being 227 for the month of October same for September. Nonpaying beds have cost them \$240,596.00.

Adrienne Jaramillo asked the Chairman and the Commissioners if she can make a request. The employees have been hearing from social media that their jobs may be in jeopardy and asked if they and or the Manager Tony Boyd and herself can have a staff meeting to reassure them that they will be ok. She has told them that the first to go would be Administration not the staff.

a.) PREA

Adrienne Jaramillo stated to the Commissioners that there was not a PREA report for for the month of October 2016.

c. Monthly Road Department Report

Gary Porter from the Road Department said that for the month of October they have bladed 101.836 miles and did special projects throughout the County and said they have been busy now with the snow coming.

d. County Complex Remodel Expense Report

County Manager stated to the Commissioners and Chairman that the Beginning balance was \$4,538,682.54. Total activity was 1,297,052.93 and ending balance is \$5,835,735.47.

9. Public Comment

Larry Diaz wanted to thank Adrienne Jaramillo for doing a good job at the Detention Center. And also said that they work with the Compliance Department and that they are very valuable and would hate to see the doors close and to allow the program to continue.

Johnny Valdez stated that he supports the Compliance Program and pledges with the Commissioners to keep the program. And said that the Compliance Program is very helpful and that there needs to be some sort of compliance system in place.

Elise Larsen stated that the DWI/Compliance Program is an arm to the area's justice system and Consistency and Accountability is the life line between the court and the offender that is what the compliance program is.

Michael Dodds said if they can have a workshop to see how they can fix this program.

Teri Jaramillo stated that she created an RFP and agrees with the judges and that the Program is a huge need for the community.

Harry Garcia asked the Commissioners not the shut this program down.

Sheriff Tony Mace stated to the Commissioners that when they sentence they do house calls with Compliance and that the Compliance Program helps the Sheriff's Office on their end.

Martha Garcia said she has a serious concern with the County and asked them to look at this program into keeping it open or they will see repeated offenders.

Judge Rael stated to the Commissioner that this is not an option, because there will be repeated DWI offenders.

Lucia Yazzie stated that she cannot see it closing and that they will try anything to keep it going. And will work Compliance through this tough time.

Josephine Vaisa wanted to thank everyone who spoke in support on keeping the the Compliance Program open.

Adrienne Jaramillo said that the Compliance Program falls under the Detention Center and that it is very beneficial to keep it.

Barbara Wesley said that shutting down the Compliance Program would be negative for our County.

Dawn Cook works with the surrounding area and is trying to help with clients to getting off drugs and driving under the influence.

Mark Clark said if they would cut salaries of Elected Officials maybe they would have money for these program.

Ronny Pynes said he came to the Clerk's office and got a copy of resolution #15-06 and it's bonds that were sold to build this facility and has exhibit A that shows the amount of \$12,995,000.00 and a payoff schedule that goes to 2044. And wants to know why there is a difference of a half a million dollars between what is being said at these public meetings that the bonds where 12.5 million and wants to know where there other half million is. And on another note he also went to the Assessor's Office and has 8 pages of listing of County owned properties and said that most of these properties have been owned by the County since 1981. And why hasn't the County auctioned or sold these properties. If they did they would have more money to save and keep these programs open.

10. Unfinished Business – Action May Be Taken

- a. Consideration of Resolution 16-48, Relating to the Use of Public Buildings or Properties, such as Community Center, Meeting Rooms or Parks, by Individuals Groups and Other Non-County Entities.

Motion to table Resolution 16-48 made by Commissioner Felipe, seconded by 1st Vice Chairman Armijo until next month for further discussion 5-5 Affirmative.

11. Action Items – Action May Be Taken

- a. Consideration to amend the Joint Power Agreement with Northwest New Mexico Regional Solid Waste Authority

Motion to approve made by 2nd Vice Molerres, seconded by 1st Vice Chairman Armijo 5-5 Affirmative.

- b. Consideration of Resolution 16-55, Newly Elected Officials Salary

Motion to approve made 1st Vice Chairman Armijo, seconded by Commissioner Simpson 5-5 Affirmative.

- c. Consideration of Resolution 16-56, 2017 Holiday Schedule

Motion to approve made by 2nd Vice Chairman Molerres, seconded by 1st Vice Chairman Armijo 5-5 Affirmative.

- d. Consideration of amended Cibola Regional Communication Center Joint Power Agreement

Motion to approve made by Commissioner Felipe, seconded by 1st Vice Chairman Armijo 5-5 Affirmative.

- e. To discuss and select a project for upcoming, CDBG application cycle, Judy Horacek, Special Projects Coordinator

Motion to approve made by 1st Vice Chairman Armijo, seconded Commissioner Simpson 5-5 Affirmative.

f. Consideration of DWI Department Policies

Motion to approve made by 2nd Vice Chairman Molerres, seconded by 1st Vice Chairman Armijo 5-5 Affirmative.

g. Consideration of Michael Dodds to attend training in Dallas, Texas on December 8th and 9th

Motion to deny Travel made by 1st Vice Chairman Armijo, seconded by 2nd Vice Chairman Molerres 5-5 Affirmative.

h. Shop with the Cops

Motion to give \$5,000.00 to shop with the cops made by 1st Vice Chairman Armijo, seconded by 2nd Vice Chairman Molerres 5-5 Affirmative.

I . La Jara Sub-Division County Road 62 and County Road 32

Motion to put La Jara Sub – Division County Road 62 on the maintenance list with the understanding the County will get to the road when they get the funding.

Motion made by 1st Vice Chairman Armijo, seconded by Commissioner Simpson. Commissioner Felipe voted no and 2nd Vice Chairman Molerres voted no. Chairman Jaramillo voted yes 3-2 Affirmative.

Motion to have the lawyers write a letter to the rancher on County Road 32 that the gate needs to stay open or unlocked or a cattle guard will be put in. Stating that the road needs to be accessible. Motion made by 1st Vice Chairman Armijo, seconded by Commissioner Simpson 5-5 Affirmative.

j. Land Use Ordinance Cibola County Sheriff's Office Code Enforcement Officer and addition Lieutenant position

Motion to approve Lieutenant Position after the fiscal year effective July 1st 2017 made by Commissioner Felipe, seconded by 2nd Vice Chairman Molerres 5-5 Affirmative.

- k. Consideration of Intergovernmental Agreement with Texas Prisoner Transport Services for the housing of Inmate

Motion to accept Intergovernmental Agreement made by 2nd Vice Chairman Molerés, seconded by 1st Vice Chairman Armijo 5-5 Affirmative.

12. Manager's Report

Manager Tony Boyd said he wanted to thank Jaymes Construction and hopes everyone likes the new building and will be moving the week of December 12 through the 16th .

13. Comments

a. Staff

No questions at this time.

b. Commissioners

Wanted to thank everyone for their hard work.

14. Executive Closed Session

Pursuant to Section 10-15 =1 (H) (2) (5) (7) & (8) the following matter may be discussed in closed session:

Motion to go into Executive Closed Session at 11:03 p.m. made by 1st Vice Chairman Armijo, seconded by Commissioner Simpson 5-5 Affirmative.

a) Personnel – DWI/Compliance Reduction in Force, DWI Coordinator, Compliance Officer, Preventionist, Compliance Officer, Compliance Officer

b) Litigation – Acoma v. Assessor and Treasurer

- Motion and roll call vote to go into Executive Session for the state reasons
- Board meets in closed session
- Motion and vote to go back into regular session

Motion to come back into Executive Session made by 1st Vice Chairman Armijo, seconded by Commissioner Felipe 5-5 Affirmative.

- Summary of items discussed in closed session
- Motion and roll call vote that matters discussed in closed session were limited to those specified in Motion. For closure and that no final action was taken, pursuant to the authority in § 10-15-1 NMSA 1978

15. Action Item

- a. Consideration of Personnel - DWI/Compliance Reduction in Force. DWI Coordinator, Compliance Officer, Preventionist, Compliance Officer

No action was taken motion made by 2nd Vice Chairman Molerres, seconded by 1st Vice Chairman Armijo, 5-5 Affirmative.

16. Announcement

The Next Regular Commission Meeting will be held on Wednesday December 21, 2016 at 5:00 p.m. immediately following the Board of Finance Meeting in the Cibola County Administration Office 700 East Roosevelt Suite 50

17. Adjournment

Motion to adjourn meeting made by 1st Vice Chairman Armijo, seconded by Commissioner Felipe at 12:03 a.m. 5-5 Affirmative.

Cibola County Commission
Special Meeting
Monday December 5, 2016

The Cibola County Commission held a Special Meeting on Monday December 5, 2016 at 6:00 pm in the Cibola County Commission Room

Elected Officials Present Staff

T. Walter Jaramillo, Chairman
Robert Armijo, 1st Vice Chairman
Patrick Simpson, Commissioner
Lloyd Felipe, Commissioner

Tony Boyd, County Manager
Joseph Sanders, Financial Analyst
Elisa Bro, County Clerk
Doreen Esparza, Recording/Filing

1. Commission Convenes

1. CALL TO ORDER

Chairman T. Walter Jaramillo called the meeting to Order at 6:00 p.m.

2. ROLL CALL

Chairman does roll call 5-4 Commissioner Felipe is absent

3. Pledge of Allegiance

1st Vice Chairman led us in the Pledge of Allegiance

4. Prayer

Manager Tony Boyd led us in Prayer

5. Approval of Agenda

Motion to approve agenda made by 1st Vice Chairman Armijo, seconded by 2nd Vice Chairman Molerés 4-4 Affirmative.

6. Executive Closed Session

Pursuant to Section 10-15-1 (H) (2) (7) & (8) the following matter may be discussed in closed Session:

a) Personnel – DWI/Compliance Reduction in Force, DWI Coordinator, Compliance Officer, Preventionist, Compliance Officer, Compliance Officer

- Motion and roll call vote to go into Executive Session for the State reasons

Motion to go into Executive Closed Session at 6:02 p.m. made by 1st Vice Chairman Armijo, seconded by 2nd Vice Chairman Molerres 4-4 Affirmative.

- Board meets in closed session
- Motion and vote to go back into regular session

Motion to go back into regular session at 6:31 p.m. made by 1st Vice Chairman Armijo, seconded by 2nd Vice Chairman Molerres 4-4 Affirmative.

- Summary of items discussed in closed session
- Motion and roll call vote that matters discussed in closed session were limited to those specified in Motion. For closure and that no final action was taken, pursuant to the authority in § 10-15-1 NMSA 1978

7. Action Item

a. Consideration of Personnel – DWI/Compliance Reduction in Force, DWI/Coordinator, Compliance Officer, Preventionist, Compliance Officer, Compliance Officer

Motion to amend layoffs until fiscal year in July 2017 made by 1st Vice Chairman Armijo, seconded by 2nd Vice Chairman Molerres 4-4 Affirmative.

8. Announcement

The next regular Commission meeting will be held on Wednesday December 21, 2016 at 5:00 p.m. immediately following the Board of Finance Meeting in the County Administrative Office.

9. Adjournment

Motion to adjourn made by 1st Vice Chairman Armijo, seconded by 2nd Vice Chairman Molerres at 6:35 p.m. 4-4 Affirmative.



Cibola County Sheriff's Office

Sheriff Tony Mace

tnymace@yahoo.com

Undersheriff P. Michael Munk
mmunk@co.cibola.nm.us

Office: 505-876-2040
Dispatch: 505-287-9476
Fax: 505-876-2090

Physical: 114 McBride Road
Grants, NM 87020
Mailing: 515 W. High St.
Grants, NM 87020

The following are statistics for the Cibola County Sheriff's Department for November 1, 2016 through November 30, 2016.

		PREVIOUS YEAR NOV 2015
Accidents	9	10
Arrests	47	42
Transports	21	13
Warrant Transports	17	27
Calls	1,054	601
Citations	17	18
Warnings	38	32
Offense Summary Report	40	36

Please note the above information will change as deputies do all above duties as it occurs.

NOVEMBER 2016 COMMISSION REPORT

Bookings For November 2016
Bookings For October 2016

Bookings	Releases
173	195
211	189

Daily Average Inmate Count for November 2016
Daily Average Inmate Count for October 2016
Highest facility count for the month of November 2016

Male	Female	Total
175	43	219
183	43	227
186	51	237

Revenue Collected for November 2016

Category	Amount	Description
Co. Correctional Fac GRT.	\$45,291.54	November 2016 For October 2016
Housing	\$159,720.16	Collected in November 2016
Federal Transports	\$13,478.94	Collected in November 2016
Medical	\$2,172.12	Reimbursements & Fees
All Other	\$1,756.63	Inmate Fees, Commissions, Other Revenue
Correction Fees		
Total	\$222,419.39	

Rent paid for November 2016	\$9,821.00	From State to General fund
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Juvenile Care paid for November 2016	\$6,429.03	Juvenile's are currently held at the McKinley County Detention
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TOTAL BILLING DAYS FOR NOVEMBER = 2,468

Paying November 2016					
County, City & Federal	# of Inmates	Average # of Billing Days	Billing Days	Rate	Total
City of Grants	75	4.2	317	65.00	\$18,687.50
Village of Milan	10	2.6	26	65.00	\$1,088.75
United States Marshals	74	23.9	1,774	50.13	\$88,930.62
Valencia County				75.00	
Socorro County	1	30	30	75.00	\$2,250.00
Rio Arriba County	13	18.6	243	75.00	\$18,225.00
Catron County	1	18	18	75.00	\$1,350.00
Mora County	2	30	60	75.00	\$4,500.00
Kirtland Air Force Base Prisoner Transportation Services				75.00	
U.S. Corrections				75.00	
San Miguel County				75.00	
Gallup Mckinley County Adult Detention				75.00	
Totals	176	127.3	2468		\$135,031.87

November 2016 Non Paying					
Non Paying	# of Inmates	Average # of Billing Days	Billing Days	Rate	Total
APPO	32	16.5	530	57.00	\$22,220.50
Magistrate Court	160	9.8	1,583	57.00	\$83,685.50
District Court	101	24.1	2,442	57.00	\$126,321.50
Totals	293	50.4	4,555		\$232,227.50

JUVENILE DETENTION LISTING NOVEMBER 2016

FROM DATE	TO DATE	Man - Days	Total
11/1/16 0:00	11/4/16 15:29	3 DAYS & 15.48 HRS.	\$637.85
11/7/16 17:40	11/8/16 9:10	15.49 HOURS	\$112.92
11/23/16 0:00	11/30/16 23:59	8 DAYS	\$1,400.00
11/1/16 0:00	11/17/16 8:24	16 DAYS & 8.4 HOURS	\$2,861.24
11/1/16 0:00	11/8/16 6:20	7 DAYS & 6.33 HOURS	\$1,271.15
11/23/16 15:20	11/22/16 19:18	20.01 HOURS	\$145.87

Total Man - Days: 41
 Rate Per Day: \$108.00
 Total Due: \$6,429.03

Year To Date	
Month	Amount
July	\$14,959.49
August	\$17,091.09
September	\$11,086.29
October	\$19,691.57
November	\$6,429.03
December	
January	
February	
March	
April	
May	
June	

Total To Date: \$69,257.47

Prison Rape Elimination Act (PREA) MONTHLY Reporting Data
Cibola County Detention Center

1) How many persons under the supervision of your facility were-

CONFINED/BOOKED/RELEASED in the month of Ap

Nov-16 173 Released 195

2) For the month of NOVEMBER, what was the average daily population of your confinement facility?

Nov-16 Male 175 Female 43

3) For the month of NOVEMBER, how many allegations of inmate-on-inmate NONCONSENSUAL SEXUAL ACTS were reported?

Nov-16 0

4) Of the allegations reported in item 3, how many were-

a. Substantiated **November** 0
b. Unsubstantiated **November** 0
c. Unfounded **November** 0
d. Investigation Ongoing **November** 0

5) For the month of NOVEMBER how many allegations of inmate-on-inmate ABUSIVE SEXUAL CONTACT were reported?

Nov-16 0

6) Of the allegations reported in item 5, how many were-

a. Substantiated **November** 0
b. Unsubstantiated **November** 0
c. Unfounded **November** 0
d. Investigation Ongoing **November** 0

7) For the month of NOVEMBER how many allegations of inmate-on-inmate SEXUAL HARRASSMENT were reported?

Nov-16 0

8) Of the allegations reported in item 7, how many were-

a. Substantiated **November** 0
b. Unsubstantiated **November** 0
c. Unfounded **November** 0
d. Investigation Ongoing **November** 0

9) For the month of NOVEMBER how many allegations of STAFF SEXUAL MISCONDUCT were reported?

Nov-16 0

10) Of the allegations reported in item 9, how many were-

a. Substantiated **November** 0
b. Unsubstantiated **November** 0
c. Unfounded **November** 0
d. Investigation Ongoing **November** 0

11) For the month of NOVEMBER, how many allegations of STAFF SEXUAL HARASSEMENT were reported?

Nov-16 0

12) Of the allegations reported in item 11, how many were-

a. Substantiated **November** 0
b. Unsubstantiated **November** 0
c. Unfounded **November** 0
d. Investigation Ongoing **November** 0

Cibola County Road Dept.

515 W. High Street

Grants NM 87020

505-285-2570 Phone 505-285 3656 Fax



Monday, December 5, 2016

To: Tony Boyd - County Manager

Fr: Gary Porter - Public Works Director

Re: Monthly Report: 11/1/16 -11/30/16 (November)

Regular Maintenance

Blade & Shape

<u><i>Road</i></u>	<u><i>Description</i></u>	<u><i>Miles</i></u>
<i>C50</i>	<i>Zuni Canyon Rd.</i>	<i>2.000</i>
<i>C81</i>	<i>Alamo Rd.</i>	<i>6.965</i>
<i>C35A</i>	<i>Moreno Hill Rd.</i>	<i>10.419</i>
<i>C48A</i>	<i>Timberlake Rd.</i>	<i>10.000</i>
<i>C35</i>	<i>Fence Lake Community Roads</i>	<i>9.064</i>
<i>C49</i>	<i>Zuni Canyon Rd. (Grants)</i>	<i>2.000</i>
<i>C63</i>	<i>Anaconda Rd.</i>	<i>5.931</i>
	<i>Total Miles</i>	<i>46.379</i>

Special Projects

<i>C23A</i>	<i>Nursery Rd. - Dirt removal.</i>
<i>C22</i>	<i>Thunderbird Rd. - Dirt removal.</i>
<i>C58</i>	<i>San Rafael - Patching & cutting trees.</i>
<i>C17</i>	<i>Mt. Taylor Addition (Teresa St.) Fix roadway, shoulder work, install barrier walls.</i>
<i>C23</i>	<i>Ralph Card Rd. - Install barrier walls by speed humps.</i>
<i>C21</i>	<i>Murray Acres - Install reflectors.</i>
<i>C24</i>	<i>Elkins Rd. - Install reflectors.</i>
<i>C4</i>	<i>Piedra Lumbe - Fix roadway.</i>
<i>C30</i>	<i>Bluewater South - clean culverts & install.</i>
<i>C14A</i>	<i>Canada Rd. - Put up TADD signs.</i>
<i>C20</i>	<i>San Mateo - Cut trees on main road.</i>
<i>C51c</i>	<i>Rodeo Grounds - Fixing shoulder.</i>

Snow Removal

C59 Dwight Small Rd.
C33 Candy Kitchen Rd.
C18A Lobo Creek Rd.
C41 Pie Town Rd.
C20 San Mateo Roads
C49 Zuni Canyon
C19B La Mosca Tank Rd.

Co-op

C41 Pie Town Rd. - Haul base course.

Cibola County Road Dept.

515 W. High Street
Grants NM 87020

505-285-2570 Phone Fax 505-287-3656



MAINTENANCE REPORT

November 2016

Road Dept.	128	31.74	6	\$ 17.50	\$ 136.74
Road Dept.	140	215.24	1.5	\$ 17.50	\$ 241.49
Road Dept.	148	257.96	1.5	\$ 17.50	\$ 284.21
Road Dept.	150	15.19	1.5	\$ 17.50	\$ 41.44
Road Dept.	151	24.26	0.5	\$ 17.50	\$ 33.01
Road Dept.	153	18.50	0.75	\$ 17.50	\$ 31.63
Road Dept.	155	17.44	1.5	\$ 17.50	\$ 43.69
Road Dept.	150	20.41	1	\$ 17.50	\$ 37.91
				TOTAL	\$ 850.12
Sheriff's	G-88606	\$174.85	28	\$ 17.50	\$ 664.85
Sheriff's	G-88607	\$89.03	6	\$ 17.50	\$ 194.03
Sheriff's	G-88608	\$35.53	8	\$ 17.50	\$ 175.53
Sheriff's	G-90204	\$8.00	2.5	\$ 17.50	\$ 51.75
				TOTAL	\$ 1,086.16
Managers Office	G-72462	\$114.46	1.5	\$ 17.50	\$ 140.71
Managers Office	G-79636	\$42.22	4	\$ 17.50	\$ 112.22
				TOTAL	\$ 252.93
Emergency Management	El Morro Fire Truck	\$17.28	30	\$ 17.50	\$ 542.28
				TOTAL	\$ 542.28

Cibola County Road Dept.

515 W. High Street

Grants NM 87020

505-285-2570 Phone 505-287-3656 Fax



FUEL REPORT - CIBOLA COUNTY ROAD DEPARTMENT November 2016

UNLEADED					
VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL.	TOTAL COST
G-18461	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-18473	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-18464	0.00	#DIV/0!	286	0.000	\$ -
G-02084	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-15638	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-29800	2.32	0.88	20	22.600	\$ 46.46
G-29091	0.00	#DIV/0!	15	0.000	\$ -
G-23696	0.26	9.17	353	38.500	\$ 91.19
G-23697	0.15	15.57	218	14.000	\$ 33.15
G-39980	0.00	#DIV/0!	11	0.000	\$ -
G-39988	0.20	10.05	206	20.500	\$ 42.15
G-57384	0.18	12.75	709	55.600	\$ 129.83
G-57619	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-57618	0.00	#DIV/0!	82	0.000	\$ -
146	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-66164	0.00	#DIV/0!	N/U	0.000	\$ -
G-66165	0.20	11.70	N/U	16.500	\$ 39.09
G-70482	0.14	15.03	669	44.500	\$ 92.62
G-78718	0.16	13.76	2,583	187.700	\$ 406.41
G-64239	0.14	15.07	211	14.000	\$ 28.77
G-86952	0.12	18.27	2,868	157.000	\$ 344.12
G-86953	0.06	32.57	1,091	33.500	\$ 68.06
G-86954	0.13	17.57	1,739	99.000	\$ 219.15
G-91750	0.11	19.57	1,055	53.900	\$ 115.39
G-34769	#VALUE!	#VALUE!	N/U	0.000	\$ -
503	#VALUE!	#VALUE!	N/U	0.000	\$ -
Extra card	#DIV/0!	0.00	0	5.000	\$ 11.84

TOTAL GAS

<i>762.300</i>	<i>\$ 1,668.23</i>
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<i>DIESEL FUEL</i>					
<i>VEHICLE #</i>	<i>COST/MILE</i>	<i>MPG</i>	<i>MILES</i>	<i>TOTAL GAL.</i>	<i>TOTAL COST</i>
<i>G-50237</i>	<i>0.33</i>	<i>6.90</i>	<i>229</i>	<i>33.200</i>	<i>\$ 75.89</i>
<i>G-18484</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>N/U</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-18476</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>N/U</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-18795</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>N/U</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-30550</i>	<i>0.00</i>	<i>832.85</i>	<i>302,157</i>	<i>362.800</i>	<i>\$ 839.43</i>
<i>G-30549</i>	<i>0.32</i>	<i>7.09</i>	<i>405</i>	<i>57.100</i>	<i>\$ 128.61</i>
<i>G-38441</i>	<i>0.46</i>	<i>5.08</i>	<i>748</i>	<i>147.100</i>	<i>\$ 346.11</i>
<i>G-67372</i>	<i>0.41</i>	<i>5.73</i>	<i>1,723</i>	<i>300.750</i>	<i>\$ 712.79</i>
<i>G-67371</i>	<i>0.44</i>	<i>5.31</i>	<i>2,075</i>	<i>390.500</i>	<i>\$ 910.60</i>
<i>G-70782</i>	<i>0.44</i>	<i>4.84</i>	<i>455</i>	<i>94.100</i>	<i>\$ 198.56</i>
<i>Distributor</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>N/U</i>	<i>0.000</i>	<i>\$ -</i>
<i>Water Truck</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>N/U</i>	<i>0.000</i>	<i>\$ -</i>
<i>New Transport</i>	<i>0.80</i>	<i>2.84</i>	<i>477</i>	<i>167.800</i>	<i>\$ 380.60</i>
<i>305</i>	<i>0.00</i>	<i>#DIV/0!</i>	<i>8</i>	<i>0.000</i>	<i>\$ -</i>
<i>306</i>	<i>0.00</i>	<i>#DIV/0!</i>	<i>4</i>	<i>0.000</i>	<i>\$ -</i>
<i>307</i>	<i>48.72</i>	<i>0.05</i>	<i>5</i>	<i>108.400</i>	<i>\$ 243.61</i>
<i>308</i>	<i>2.22</i>	<i>0.97</i>	<i>49</i>	<i>50.600</i>	<i>\$ 108.85</i>
<i>309</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>N/U</i>	<i>0.000</i>	<i>\$ -</i>
<i>310</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>N/U</i>	<i>0.000</i>	<i>\$ -</i>
<i>311</i>	<i>2.27</i>	<i>0.93</i>	<i>12</i>	<i>12.900</i>	<i>\$ 27.21</i>
<i>312</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>N/U</i>	<i>0.000</i>	<i>\$ -</i>
<i>313</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>N/U</i>	<i>0.000</i>	<i>\$ -</i>
<i>314</i>	<i>3.29</i>	<i>0.63</i>	<i>76</i>	<i>121.600</i>	<i>\$ 249.93</i>
<i>416</i>	<i>10.47</i>	<i>0.22</i>	<i>94</i>	<i>425.500</i>	<i>\$ 984.09</i>
<i>417</i>	<i>9.42</i>	<i>0.25</i>	<i>86</i>	<i>349.600</i>	<i>\$ 809.80</i>
<i>418</i>	<i>2.85</i>	<i>0.34</i>	<i>74</i>	<i>220.300</i>	<i>\$ 210.61</i>
<i>501</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>N/U</i>	<i>0.000</i>	<i>\$ -</i>
<i>Extra card</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>N/U</i>	<i>0.000</i>	<i>\$ -</i>
<i>TOTAL DIESEL</i>				<i>2842.250</i>	<i>\$ 6,226.69</i>

**N/U = NOT USED*

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Cibola County Road Dept.

515 W. High Street
Grants NM 87020
505-285-2570 Phone 505-287-3656 Fax



FUEL REPORT CIBOLA COUNTY BY DEPARTMENT November 2016

SHERIFF'S DEPARTMENT

VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTAL COST
G-85515	#DIV/0!	#DIV/0!	0	0.000	\$ -
G-85514	#DIV/0!	#DIV/0!	0	0.000	\$ -
G-61113	#DIV/0!	#DIV/0!	0	0.000	\$ -
G-68384	#DIV/0!	#DIV/0!	0	0.000	\$ -
G-68920	#DIV/0!	#DIV/0!	0	0.000	\$ -
G-68922	#DIV/0!	#DIV/0!	0	0.000	\$ -
G-68921	#DIV/0!	#DIV/0!	0	0.000	\$ -
G-68418	#DIV/0!	#DIV/0!	0	0.000	\$ -
G-72224	#DIV/0!	#DIV/0!	0	0.000	\$ -
G-72225	#DIV/0!	#DIV/0!	0	0.000	\$ -
G-75188	#DIV/0!	#DIV/0!	0	0.000	\$ -
G-78152	#DIV/0!	#DIV/0!	0	0.000	\$ -
G-78153	#DIV/0!	#DIV/0!	0	0.000	\$ -

G-78154	#DIV/0!	#DIV/0!	0	0.000	\$ -
G-78717	#DIV/0!	#DIV/0!	0	0.000	\$ -
G-78720	#DIV/0!	#DIV/0!	0	0.000	\$ -
G-78721	#DIV/0!	#DIV/0!	0	0.000	\$ -
G-78722	#DIV/0!	#DIV/0!	0	0.000	\$ -
G-78723	#DIV/0!	#DIV/0!	0	0.000	\$ -
G-86096	#DIV/0!	#DIV/0!	0	0.000	\$ -
G-86996	#DIV/0!	#DIV/0!	0	0.000	\$ -
G-85471	#DIV/0!	#DIV/0!	0	0.000	\$ -
A-190-ULS	#DIV/0!	#DIV/0!	0	0.000	\$ -
G-88607	#DIV/0!	#DIV/0!	0	0.000	\$ -
G-88606	#DIV/0!	#DIV/0!	0	0.000	\$ -
G-88608	#DIV/0!	#DIV/0!	0	0.000	\$ -
G-88605	#DIV/0!	#DIV/0!	0	0.000	\$ -
Max Pro Armored Truck	#DIV/0!	#DIV/0!	0	0.000	\$ -
G-90204	#DIV/0!	#DIV/0!	0	0.000	\$ -
G-90205	#DIV/0!	#DIV/0!	0	0.000	\$ -
3035	#DIV/0!	#DIV/0!	0	0.000	\$ -
4479	#DIV/0!	#DIV/0!	0	0.000	\$ -
4481	#DIV/0!	#DIV/0!	0	0.000	\$ -
207902	#DIV/0!	#DIV/0!	0	0.000	\$ -
259	#DIV/0!	#DIV/0!	0	0.000	\$ -
443	#DIV/0!	#DIV/0!	0	0.000	\$ -
445	#DIV/0!	#DIV/0!	0	0.000	\$ -
9058	#DIV/0!	#DIV/0!	0	0.000	\$ -

2219	#DIV/0!	#DIV/0!	0	0.000	\$ -
G-97570	\$0.30	7.59	1,080	142.240	\$ 327.29
TOTAL SHERIFF'S				142.240	\$ 327.29
<u>MANAGERS</u>					
VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTAL COST
7466	#DIV/0!	#DIV/0!	0	0.000	\$ -
TOTAL MANAGERS				0.000	\$ -
<u>RURAL ADDRESSING</u>					
VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTAL COST
G60137	#DIV/0!	#DIV/0!	0	0.000	\$ -
TOTAL RURAL ADDRESSING				0.000	\$ -
<u>EMERGENCY MANAGEMENT</u>					
VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTAL COST
G-86167	#DIV/0!	#DIV/0!	0	0.000	\$ -
TOTAL EMERGENCY MANAGEMENT				0.000	\$ -
<u>BUILDING & GROUNDS</u>					
VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTAL COST
G-67587	#DIV/0!	#DIV/0!	0	0.000	\$ -
TOTAL BUILDING & GROUNDS				0.000	\$ -
I. T. (DATA PROCESSING)					

<i>VEHICLE #</i>	<i>COST/MILE</i>	<i>MPG</i>	<i>MILES</i>	<i>TOTAL GAL</i>	<i>TOTAL COST</i>
<i>G-90878</i>	<i>#DIV/0!</i>	<i>#DIV/0!</i>	<i>0</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-53547</i>	<i>#DIV/0!</i>	<i>#DIV/0!</i>	<i>0</i>	<i>0.000</i>	<i>\$ -</i>
<i>TOTAL DATA PROCESSING</i>				<i>0.000</i>	<i>\$ -</i>
<u><i>ASSESSORS</i></u>					
<i>VEHICLE #</i>	<i>COST/MILE</i>	<i>MPG</i>	<i>MILES</i>	<i>TOTAL GAL</i>	<i>TOTAL COST</i>
<i>G-78714</i>	<i>#DIV/0!</i>	<i>#DIV/0!</i>	<i>0</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-78715</i>	<i>#DIV/0!</i>	<i>#DIV/0!</i>	<i>0</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-81964</i>	<i>#DIV/0!</i>	<i>#DIV/0!</i>	<i>0</i>	<i>0.000</i>	<i>\$ -</i>
<i>TOTAL ASSESSORS</i>				<i>0.000</i>	<i>\$ -</i>
<u><i>DETENTION</i></u>					
<i>VEHICLE #</i>	<i>COST/MILE</i>	<i>MPG</i>	<i>MILES</i>	<i>TOTAL GAL</i>	<i>TOTAL COST</i>
<i>G-60185</i>	<i>#DIV/0!</i>	<i>#DIV/0!</i>	<i>0</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-24336</i>	<i>#DIV/0!</i>	<i>#DIV/0!</i>	<i>0</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-57383</i>	<i>#DIV/0!</i>	<i>#DIV/0!</i>	<i>0</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-59969</i>	<i>#DIV/0!</i>	<i>#DIV/0!</i>	<i>0</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-60180</i>	<i>#DIV/0!</i>	<i>#DIV/0!</i>	<i>0</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-61368</i>	<i>#DIV/0!</i>	<i>#DIV/0!</i>	<i>0</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-63072</i>	<i>#DIV/0!</i>	<i>#DIV/0!</i>	<i>0</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-73152</i>	<i>#DIV/0!</i>	<i>#DIV/0!</i>	<i>0</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-78719</i>	<i>#DIV/0!</i>	<i>#DIV/0!</i>	<i>0</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-79636</i>	<i>#DIV/0!</i>	<i>#DIV/0!</i>	<i>0</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-79879</i>	<i>#DIV/0!</i>	<i>#DIV/0!</i>	<i>0</i>	<i>0.000</i>	<i>\$ -</i>

<i>G-85729</i>	<i>#DIV/0!</i>	<i>#DIV/0!</i>	<i>0</i>	<i>0.000</i>	<i>\$ -</i>
<i>Van #9 (new)</i>	<i>#DIV/0!</i>	<i>#DIV/0!</i>	<i>0</i>	<i>0.000</i>	<i>\$ -</i>
<i>X-tra Card</i>	<i>#DIV/0!</i>	<i>#DIV/0!</i>	<i>0</i>	<i>0.000</i>	<i>\$ -</i>
<i>TOTAL DETENTION</i>				<i>0.000</i>	<i>\$ -</i>

ROAD DEPT. MOTORPOOL

<i>VEHICLE #</i>	<i>COST/MILE</i>	<i>MPG</i>	<i>MILES</i>	<i>TOTAL GAL</i>	<i>TOTAL COST</i>
<i>G-18474</i>	<i>#DIV/0!</i>	<i>#DIV/0!</i>	<i>0</i>	<i>0.000</i>	<i>\$ -</i>
<i>TOTAL ROAD DEPT. MOTORPOOL</i>				<i>0.000</i>	<i>\$ -</i>

CONSOLIDATED DISPATCH

<i>VEHICLE #</i>	<i>COST/MILE</i>	<i>MPG</i>	<i>MILES</i>	<i>TOTAL GAL</i>	<i>TOTAL COST</i>
<i>G-70403</i>	<i>#DIV/0!</i>	<i>#DIV/0!</i>	<i>0</i>	<i>0</i>	<i>\$ -</i>
<i>Generator</i>	<i>#DIV/0!</i>	<i>#DIV/0!</i>	<i>0</i>	<i>0</i>	<i>\$ -</i>
<i>TOTAL CONSOLIDATED DISPATCH</i>				<i>0.000</i>	<i>\$ -</i>

CLERKS OFFICE

<i>VEHICLE #</i>	<i>COST/MILE</i>	<i>MPG</i>	<i>MILES</i>	<i>TOTAL GAL</i>	<i>TOTAL COST</i>
<i>G-64240</i>	<i>#DIV/0!</i>	<i>#DIV/0!</i>	<i>0</i>	<i>0.000</i>	<i>\$ -</i>
<i>G55649</i>	<i>#DIV/0!</i>	<i>#DIV/0!</i>	<i>0</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-72255</i>	<i>#DIV/0!</i>	<i>#DIV/0!</i>	<i>0</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-86995</i>	<i>#DIV/0!</i>	<i>#DIV/0!</i>	<i>0</i>	<i>0.000</i>	<i>\$ -</i>
<i>TOTAL CLERKS</i>				<i>0.000</i>	<i>\$ -</i>

DWI PROGRAM

<i>G-53823</i>	<i>#DIV/0!</i>	<i>#DIV/0!</i>	<i>0</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-45051</i>	<i>#DIV/0!</i>	<i>#DIV/0!</i>	<i>0</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-85669</i>	<i>#DIV/0!</i>	<i>#DIV/0!</i>	<i>0</i>	<i>0.000</i>	<i>\$ -</i>
<i>TOTAL DWI PROGRAM</i>				<i>0.000</i>	<i>\$ -</i>

**DNTI = DID NOT TURN IN / *N/U = NOT USED*



Cibola County, NM

Detail Report with Activity and Encumbrance

Account Detail

Date Range: 11/01/2016 - 11/30/2016

Account	Name	Beginning Balance	Total Activity	Ending Balance	Beginning Enc. Balance	Total Enc. Activity	Ending Enc. Balance	
Fund: 563 - CONSTRUCTION FUND								
<u>563-085-445-00101</u>	PROFESSIONAL SERV.	5,835,735.47	1,107,678.34	6,943,413.81	2,902,956.34	-1,126,939.93	1,776,016.41	
Post Date	Packet Number	Number	Description	Project Account	Amount	Running Balance	Encumbrance	Running Balance
11/03/2016	POPKT01512	1560	BOND/NMGRT		1,418.29	5,837,153.76		
	Vendor:	28892 - MCDADE-WOODCOCK INC	Payment Number:	86668				
11/03/2016	POPKT01512	1560	ELECTRICAL ROUGH-IN		18,010.00	5,855,163.76		
	Vendor:	28892 - MCDADE-WOODCOCK INC	Payment Number:	86668				
11/03/2016		40862	ELECTRICAL ROUGH-IN				-18,010.00	2,884,946.34
	Vendor:	MCDADE-WOODCOCK INC - 28892						
11/03/2016		40862	ELECTRICAL ROUGH-IN				-21,082.88	2,863,863.46
	Vendor:	MCDADE-WOODCOCK INC - 28892						
11/07/2016		40963	KNOX BOX 3200 SERIES LOCK BOX HINGES KEY SWITCH				208.00	2,864,071.46
	Vendor:	KNOX ASSOCIATED - 28913						
11/07/2016		40963	KNOX BOX 3200 SERIES LOCK BOX HINGES KEY SWITCH				154.00	2,864,225.46
	Vendor:	KNOX ASSOCIATED - 28913						
11/07/2016		40963	KNOX BOX 3200 SERIES LOCK BOX HINGES KEY SWITCH				41.00	2,864,266.46
	Vendor:	KNOX ASSOCIATED - 28913						
11/17/2016	POPKT01534	INV00856710	KEY SWITCH		41.00	5,855,204.76		
	Vendor:	28913 - KNOX ASSOCIATED	Payment Number:	86909				
11/17/2016		40963	KNOX BOX 3200 SERIES LOCK BOX HINGES KEY SWITCH				-41.00	2,864,225.46
	Vendor:	KNOX ASSOCIATED - 28913						
11/17/2016	POPKT01534	INV00856710	KNOX BOX 3200 SERIES LOCK BOX HINGED BLACK 10#		154.00	5,855,358.76		
	Vendor:	28913 - KNOX ASSOCIATED	Payment Number:	86909				
11/17/2016		40963	KNOX BOX 3200 SERIES LOCK BOX HINGES KEY SWITCH				-154.00	2,864,071.46
	Vendor:	KNOX ASSOCIATED - 28913						
11/17/2016	POPKT01534	INV00856710	PAD LOCKS ALL WEATHER		208.00	5,855,566.76		
	Vendor:	28913 - KNOX ASSOCIATED	Payment Number:	86909				
11/17/2016		40963	KNOX BOX 3200 SERIES LOCK BOX HINGES KEY SWITCH				-208.00	2,863,863.46
	Vendor:	KNOX ASSOCIATED - 28913						
11/29/2016	POPKT01556	APPLICATION # 15	CONSTRUCTION BASE PLUS ALTERNATES		1,087,847.05	6,943,413.81		
	Vendor:	28588 - JAYNES CORPORATION	Payment Number:	86923				
11/29/2016		39737A-R1	PRE-CONSTRUCTION OPEN PO				-1,087,847.05	1,776,016.41

Detail Report with Activity and Encumbrance

Date Range: 11/01/2016 - 11/30/2016

Account	Name	Beginning Balance	Total Activity	Ending Balance	Beginning Enc. Balance	Total Enc. Activity	Ending Enc. Balance	
563-085-445-00101	PROFESSIONAL SERV. - Continued	5,835,735.47	1,107,678.34	6,943,413.81	2,902,956.34	-1,126,939.93	1,776,016.41	
Post Date	Packet Number	Number	Description	Project Account	Amount	Running Balance	Encumbrance	Running Balance
	Vendor:	JAYNES CORPORATION - 28588						
Total Fund: 563 - CONSTRUCTION FUND:		5,835,735.47	1,107,678.34	6,943,413.81	2,902,956.34	-1,126,939.93	1,776,016.41	
Grand Totals:		5,835,735.47	1,107,678.34	6,943,413.81	2,902,956.34	-1,126,939.93	1,776,016.41	

Fund Summary

Fund	Beginning Balance	Total Activity	Ending Balance	Beginning Enc. Balance	Total Enc. Activity	Ending Enc. Balance
563 - CONSTRUCTION FUND	5,835,735.47	1,107,678.34	6,943,413.81	2,902,956.34	-1,126,939.93	1,776,016.41
Grand Total:	5,835,735.47	1,107,678.34	6,943,413.81	2,902,956.34	-1,126,939.93	1,776,016.41



Highlights October - December 2016

"Working Together for a Safer, Healthier, More Skilled Cibola County"

- **After School Programs** –After School Program started on August 11th, we currently have 186 students registered with a daily attendance of about 90. Programs consist of Art, Cooking, Fitness & sports, Gardening, Earth Club and homework help/Tutoring.
- **Bouncing Baby Boogie Class for Babies and Parents every Wednesday.**
- **Facilitation of a Youth Coalition in partnership with Rotary (Approximately 16 High School Students).**
 - *Projects: Visits to Good Sam, Mentoring younger youth & Community Clean-up
- **Facilitation of the Healthy Kids Healthy Communities to address Health and Fitness for youth in Cibola County----**Farmer's Market, Legacy Trail Development, Walk-n-Roll to School, working with G/CCS to implement School Wellness Policy
 - We have implemented the Eat Smart to Play Hard and 5-2-1-0 programs at Milan, San Rafael, and Bluewater elementary schools with the hopes of expanding to the remaining elementary schools in the district.
- **The Farmers Market was a success with the change to Saturday morning. We also partnered with many local agencies to make the farmers market a multiuse space. We held a health and wellness day, a bike to market day, and had the fire department come out as well.**
- **Juvenile Community Corrections:** The JCC program focuses on working with children who are involved with the juvenile probation system. We teach them life skills such as money management, organization, communication, education, and much more depending on the needs of the youth.
- **Hosting community blood drives.**
- **Preparing for the 5th round of a Teen Pregnancy Prevention Program for youth**
- **Community Garden in partnership with the Grants Recreation**
 - We have added an new hoop house and also expanded our raised garden beds. We still have vegetables growing in the new hoop house and the after school children have learned a lot about gardening and cooking with fresh produce.

- **Outside financial audit is complete and the report will be given to the county when available**
- **Facilitated the Interagency Alliance meetings focus on obesity prevention for youth and families and substance abuse prevention. State Innovation Model input sessions have been held and the information provided to the DOH**



**Cibola County
Board of County Commissioners
Resolution 16-48**

**A Resolution
Relating to the Use of Public Buildings or Properties, such as
Community Centers, Meeting Rooms or Parks, by Individuals,
Groups and Other Non-County Entities**

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to “protect generally the property of its municipality and its inhabitants” and to “preserve peace and order”; and,

WHEREAS, NMSA 1978, Section 4-38-13 (1876) provides that the Board of County Commissioners shall have power at any session to make such orders concerning the property belonging to the County as they may deem expedient; and,

WHEREAS, NMSA 1978, Section 4-38-16 (1876) provides that the Board of County Commissioners shall have power to build and keep in repair all County buildings; and,

WHEREAS, NMSA 1978, Section 30-20-13 (1981) prohibits the interference with members of staff, public officials or the general public on County property, trespass and damage to County property and provides for penalties; and,

WHEREAS, the Board of County Commissioners has determined that the health, safety and general welfare of residents of Cibola County, and the efficient, safe and orderly conduct of County business by County officials, employees, service-providing organizations and members of the public would best be served by the adoption of a policy regulating conduct within County buildings, such as community centers, utilized for non-County events or activities.

NOW, THEREFORE BE IT RESOLVED that the governing body of Cibola County establishes this policy regulating use and conduct within County buildings for non-County events and activities, as follows:

I. INTENT OF POLICY

A. The intent of this policy is to regulate conduct within County-owned or leased buildings or facilities, so as to promote the efficient, safe, and orderly use of County buildings or properties, including community centers, senior centers, and fire stations, for non-county events or activities by County officials, employees, service-providing organizations and members of the public.

B. This policy prescribes the rules and regulations under which County-owned buildings or property may be made available for use by community organizations, service-providing organizations, or individuals and groups.

C. Questions concerning the interpretation of this policy will be referred to the County Manager or his/her designee.

II. PRIMARY USE

Cibola County buildings and properties are first and foremost for the use of residents of the County. When a building or property is not in use by a program administered by the County, the State, or the United States government, (depending on specific funding or grant/loan restrictions) for the benefit of Cibola County residents, the facilities may be reserved by individuals, social groups, educational groups, service-providing groups, hobby, civic, cultural, community service organizations, and religious groups.

III. APPROVED PERMITS

A. Permission for use of a County building or property is granted upon the condition that all rules and regulations governing the use of the facility shall be followed, as permission may be revoked at any time for failure to do so.

B. Individuals, social groups, educational groups, service-providing groups, hobby, civic, cultural, community service organizations, and religious groups wishing to use a County building or property must make application (see Exhibit A) at least five (5) working days in advance of the proposed date of use.

C. The Board of County Commissioners will sponsor all governmental, educational, cultural, and instructional public events, provided that they are open to all county residents, not political, advertised, and that they constitute a low-risk event as defined by the Tenant Users Liability Insurance Program (“TULIP”), provided that a release is executed by the organizer of the event. The form of release is enclosed as Exhibit C to this Resolution.

D. Permits are issued on a first come, first served basis for non-governmental functions. Permission will depend on availability of staff and space.

E. All permits shall be applied for and issued by the County upon recommendation by the Maintenance Director or his/her designee. A permit denial is appealable to the Board of County Commissioners pursuant to the appeals process set forth in Section 154.062.

F. A refundable clean-up and security deposit must accompany the application. The application will not be issued if it is missing. Reservation of the date and facility will not be made until the completed application and deposit are received. The Certificate of Insurance should accompany the application. However, if this is not possible, the Certificate of Insurance must be on file with the County at least two (2) days prior to the event.

G. The County Manager or his/her designee has the right to revoke any permit due to unforeseen circumstances, or infractions of the policies. A revocation of the permit may be appealed to the Board of County Commissioners pursuant to the appeals process set forth in Section 154.062.

H. The Board of County Commission may appoint residents from the Community to open/close facility and advise the County Manager/ Maintenance Director of any events being held. The keys for the Community will centralized in the Maintenance Director or his/her designee.

IV. FEES

All individual and group (see Exhibit A) events and activities will be required to compensate Cibola County and its residents for use of County facilities, except as otherwise provided in Section III(C) of this Policy. Compensation will include some or all of the following components:

- Cleaning/Damage Deposit (refundable)
- Open/Closing Fee (non-refundable)
- Activity Rental Fee (per day/per hour/per activity) for all private uses (non-refundable)
- TULIP Insurance Cost (non-refundable)

The Damage Deposit may be returned following inspection of the event/activity once the County facility is found to be in a condition similar prior to its use by an individual or group. A memo from the Maintenance Director will be issued to the Treasurer's office to reimburse all or part of the damage deposit, depending on any clean-up or damage issues (see Sections V and VI).

A. Fees (as defined in Exhibit A) will only be accepted by the Cibola County Treasurer's Office. Cash, checks, or money orders will be accepted. Receipts will be issued to the individual renting County facilities or property.

V. CERTIFICATE OF INSURANCE

A. Except as provided in Section III(c) herein, all individual and group events and activities that are not sponsored by the County as provided herein will be required to provide a Certificate of Insurance in the amount of one million dollars (\$1,000,000) naming Cibola County as "Additional Insured" prior to use of the building or facility. Vendors related to groups or individuals using a County building or facility shall provide a copy of the Facility Use Permit and Certificate of Insurance to the Public Works Director, or his/her designee.

1. Insurance may be obtained through the County's carrier, the New Mexico Association of Counties, through its Tenant Users Liability Insurance Program (TULIP). Except as otherwise provided herein, insurance must be obtained prior to the requested use of the County Facility. See Exhibit C for information regarding purchasing TULIP insurance.

2. Insurance may also be obtained through a private insurance company by the responsible individual hosting the event/activity. The insurance requirements must be the same as listed in (A) and must be obtained prior to use of the County facility.

VII. SECURITY

A. All groups and individuals using the facility are responsible for the contents and security of the building and property.

B. Opening and closing of a building will be performed by a County employee, or their designee, as part of the building usage agreement to ensure condition of the facility and its contents before and after and event/activity.

C. Except as provided in Section III(C) herein, a clean-up and security deposit of not less than one hundred dollars (\$100) is required of all individuals/groups using a County building. There may also be a fifty dollar (\$50) damage and security deposit required for the use of the kitchen facilities (if applicable). A one-time four hundred dollars (\$400) clean-up and security deposit may be required for events or activities that have previously used a County building and have left the building or property in an untidy or dilapidated condition.

B. Except as provided by Section III(C) herein, individuals or groups using the facility on a regular basis (i.e. every first Thursday of the month) may only be required a single damage deposit for all its events and may have the deposit returned following the final date of scheduled use.

C. In buildings where kitchen facilities are available for use, the kitchen must be maintained to a commercial standard if the building is currently maintained to a commercial standard. Strict adherence to kitchen policies and procedures is required. Failure to do so will result in denial of future permit requests.

VIII. DAMAGES

A. The individual responsible for the group and the group as a whole shall be responsible for all damage to the County building or property.

B. Groups and individuals allowed to use a County building or property must leave the space in an acceptable condition.

C. All damages to the County building or property will be the responsibility of the user, and cost of any damages will be deducted from the security deposit. Any additional expenses to repair or clean-up above and beyond the collected security deposit will be billed directly to the responsible individual.

D. The group or individual will be notified within thirty-six (36) hours of the damage and provided an itemized list of damages and estimated cost of repairs and/or clean-up. Payment for damages will be deducted from the clean-up and security deposit. Any additional billed amount above the collected security deposit will be required to be paid to the County within thirty (30) days of receipt of notice from the County. Failure to make payment will result in suspension of further use of any County building or property.

IX. PREPARATION AND CLEAN-UP

Users of a County building or property are responsible for any changes in room arrangements prior to use and all clean-up after. This must be done within the time frame for which the County building or property has been reserved. Any expense for special clean-up and/or restoring room arrangements performed by County staff as a result of non-compliance with this provision will be deducted from the clean-up and security deposit.

X. CANCELLATIONS

A. Any changes/cancellation in a scheduled reservation must be made at least two days prior to the requested date. The changes/cancellation must be made to the Maintenance Director in writing.

B. If cancellation is made two (2) days or more in advance of the event or activity, all fees will be reimbursed.

C. Changes to an event or activity which will require additional fees will require those fees be collected by the Public Works Department prior to the event or activity. Changes that may reduce previously collected fees will be recalculated and any refunds will be made at the conclusion of the event or activity.

D. Notification of cancellation to members of the private group or organization is the sole responsibility of the organizer.

XI. CONDUCT

The applicant responsible for the permit is required to observe and insure that County rules and regulations are observed and adhered to, and that persons associated with their activity or event

shall respect all County property, personal property rights of others, and avoid unnecessary noise disruption to neighbors.

XII. PROHIBITED CONDUCT

The following conduct shall be prohibited upon county property.

- A. **Smoking.** Smoking is not permitted within County buildings, in compliance with the New Mexico Clean Indoor Air Act, NMSA 1978, § 24-16-1 *et seq.* (1985) and Cibola County Policy. The ordinance is on file in the Office of the County Manager or Office of the County Clerk.

- B. **Weapons.** Use, possession or storage of any weapon on all county property is expressly prohibited. This section shall not apply to a law enforcement officer acting in the lawful performance of his or her duties, or to personnel of the District Attorney's Office.

- C. **Animals.** Animals of any kind are prohibited from entry into County buildings except for qualified assistance animals or at the Animal Control Center. Any person with a qualified assistance animal shall be liable for any damage done by his or her qualified assistance animal.

- D. **False Alarms.** Initiating or causing to be initiated any false report, warning or threat of fire, explosion or other emergency is prohibited at county buildings. Misusing or damaging fire safety equipment on County property is prohibited.

- E. **Controlled Substances.** The use, possession, or distribution of any controlled substance or illegal drug in a County building or on County property is prohibited.

- F. **Alcoholic Beverages.** The use, possession or distribution of alcoholic beverages in any County building is prohibited.

- G. **Fireworks.** Use or possession of allowed fireworks per the current Ordinance pertaining to the Sale and Use of Fireworks in the unincorporated Areas of Cibola County, unless expressly authorized in writing by the County Manager, is prohibited.

XI. LIMITATIONS

- A. Nothing in this policy shall be construed to prevent lawful assembly and peaceful and orderly petition for the redress of grievances, including any labor dispute.

- B. Nothing in this policy shall limit the County Manager in adopting additional rules and regulations as such may be required from time to time or in enforcing laws, regulations or policies to insure the protection and security of County buildings or facilities.

XIII. EXHIBITS

Exhibit A – Building Usage Application

Exhibit B – NMAC Tulip

Exhibit C – Release Form

PASSED, APPROVED AND ADOPTED on this ____ day of _____, 2016

BOARD OF COUNTY COMMISSIONERS FOR THE COUNTY OF CIBOLA

T. Walter Jaramillo, Chairman

Patrick Simpson, Member

Robert Armijo, 1st Vice-Chairman

Lloyd F. Felipe, Member

Jack Molerres, 2nd Vice-Chairman

Attested:

Elisa Bro, Cibola County Clerk

Exhibit B

NMAC TULIP (Tenant Users Liability Insurance Program)

TULIP Insurance must be purchased through the One Beacon Insurance Group if not purchased through a private insurance organization (i.e. homeowner's insurance). Insurance may only be obtained through One Beacon's website. Instructions for obtaining insurance are as follows:

1. Go to the One Beacon Insurance Group website at www.onebeaconentertainment.com
2. On the main page, under "TULIP – Event Insurance" click "Purchase or Quote".
3. You will be taken to the quote page. Enter Cibola County's Venue ID Code: OB31-023, and follow the instructions as they take you through their on-line form.
4. You will be prompted through a number of screens to provide such information as the type of event you are planning, the number of attendees, and the date of the event.
5. Once you complete the necessary information, you will be provided with a quote for the TULIP insurance
6. Continue to following the instructions to pay for and print your documentation for insurance.
7. Provide a copy (either email or hard copy) to the Cibola County Maintenance Director for your event.

A copy of the Insurance must be on file with Cibola County Maintenance Director two (2) days prior to the event for non-county sponsored events.

Exhibit C

Building Usage Waiver Form

Please read the following carefully. If you have any questions, have them answered before signing this document. (Please Print Legibly)

I, _____ (name), in exchange and consideration for being allowed to utilize the authorized County facilities pursuant to the County's Building Usage Policy, hereby release and waive and hold harmless the County of Cibola its elected officials, officers, agents and employees, from and against any and all claims, demands or causes of action of any type whatsoever, including property damage, personal injury or death arising out of or in any way relating to my use of the County Facility.

By signing this waiver of liability and release, I acknowledge that I have read and understood this document and fully agree to its terms and conditions.

Signature

Date

RESOLUTION NO. 16-53

A RESOLUTION OF THE COMMISSION OF CIBOLA COUNTY NEW MEXICO, AUTHORIZING THE SUBMISSION OF A NEW MEXICO COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE DEPARTMENT OF FINANCE AND ADMINISTRATION/LOCAL GOVERNMENT DIVISION; AND AUTHORIZING THE COMMISSION CHAIR TO ACT AS THE COUNTY'S CHIEF EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the need exists within Cibola County for neighborhood improvement projects in several low and moderate income neighborhoods, and the County desires to apply to the Housing and Urban Development's Community Development Block Grant Program to obtain funding for neighborhood improvement projects; and

WHEREAS, the Commission has held 1 public hearing meeting for public input and comment September 1st, 2016 during the 2018 application process; and

WHEREAS, the Commission finds that there is a significant need to undertake the Renovation and Relocation of The Dispatch and Emergency Management Offices to provide adequate services to the community; and

WHEREAS, the Commission determines that the Renovation and Relocation of The Dispatch and Emergency Management Offices meets the requirements of the Community Development Block Grant Program.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE COUNTY OF CIBOLA, NEW MEXICO, that

1. The County of Cibola is hereby authorized to prepare and submit a Community Development Block Grant application to the New Mexico Department of Finance and Administration/Local Government Division for the Renovation and Relocation of The Dispatch and Emergency Management Offices;
2. That the Commission directs and designates the Commission Chair as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the County's participation in the New Mexico Community Development Block Grant Program;
3. The County officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution;

4. That the full application amount be for \$750,000 and phased application amount be for \$650,000 of grant funds to carry out for the Renovation and Relocation of The Dispatch and Emergency Management Offices;

5. That it further be stated that the County is committing \$75,000 from its General Fund as a cash contribution toward the Relocation and Renovation of the Dispatch and Emergency Management Office if the application is fully funded, if phased funding is received than 10% of the awarded funding will be committed to this project.

PASSED, ADOPTED AND APPROVED this ___ day of _____, 2016.

Signature, Chief Elected Official

CIBOLA COUNTY

Applicant Entity (County or Municipality)

T. WALTER JARAMILLO

Name (Typed or Printed)

COMMISSION CHAIR

Title Date

SWORN TO AND SUBSCRIBED
Before me on this _____ day
Of _____, 20____

Notary Public

My commission expires

Place Seal Here




CIBOLA COUNTY
BOARD OF COUNTY COMMISSIONERS
ORDINANCE № 2016-02

An Ordinance Relating to Administration, Adopting a Personnel Policy; Setting forth Personnel Rules and Regulations Establishing Consistent, Basic Policies and Practices Concerning Relations between the County and its Employees

PREAMBLE

WHEREAS, NMSA 1978, Section 3-18-1 provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1, have the power to “protect generally the property of its municipality and its inhabitants” and to “preserve peace and order”; and,

WHEREAS, NMSA 1978, Section 4-37-1 *et seq.* provides that counties may adopt ordinances, not inconsistent with statutory or constitutional limitations placed on counties, to discharge those powers necessary and proper to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the county and its inhabitants; and,

WHEREAS, NMSA 1978, Section 3-13-4 (1965) allows municipalities and counties to establish a personnel merit system for the hiring, promotion, discharge and general regulation of municipal and county employees.

Table of Contents

Contents

PREAMBLE	i
Table of Contents	iii
SECTION I: DEFINITIONS	1
SECTION II: EMPLOYMENT STATUS	4
2.1 Position Specifications.....	4
SECTION III: GENERAL PROVISIONS	5
3.1 Purpose.....	5
3.2 Scope.....	5
3.3 Amendment of Rules & Regulations	5
3.4 Employee Knowledge & Information of Rules & Regulations	5
3.5 Equal Employment Opportunity Rules & Regulations.....	5
3.6 Administration by County Manager.	5
3.7 Duties of All Employees.....	6
3.8 Chain of Command & Conflict Resolution	6
3.9 Conflict with Collective Bargaining Agreements.....	6
3.10 Code of Ethics.....	6
SECTION IV: RECRUITMENT AND SELECTION	7
4.1 Purpose.....	7
4.2 Recruitment of Applicants	7
4.3 Temporarily Filling Vacant Positions.....	7
4.4 Best Qualified & Best-Suited Applicant Determination.....	7
4.5 Promotion and Transfer Policy	
4.6 Selection.....	7
4.7 Pre-Selection Prohibited	8
4.8 Ineligibility for Hire and Rehire	8
4.9 Testing.....	8
4.10 Commencement of Work.....	8
SECTION V: CHANGES IN EMPLOYMENT STATUS.....	9
5.1 Promotion.....	9
5.2 Evaluation Period.....	9
5.3 Demotion.....	9
5.4 Transfers	9
5.5 Resignation	10
5.6 Layoff Procedure	10
5.7 Layoff Return Privileges.....	10
5.8 Medical Disability Dismissal.....	10
5.9 Reinstatement.....	10
SECTION VI: CONDITIONS OF EMPLOYMENT	11
6.1 Probationary Period for New Hires.....	11
6.2 Temporary Employee Hired to a Regular Position.....	11
6.3 Former County Employees Hired to a Position	11
6.4 Permitted Political Activities	11
6.5 Prohibited Political Activities	12
6.6 Public/Political Office.....	12

6.7 Nepotism	12
6.8 Conflict Ban	13
6.9 Outside Employment	13
6.10 Workplace & Sexual Harassment	13
6.11 Performance Evaluations	15
SECTION VII: BASIS FOR EMPLOYEE DISCIPLINE	18
7.1 Discipline	18
7.2 Definition of Just Cause	18
7.3 Disciplinary Action	18
7.4 Consultation with County Attorney	19
7.5 Progressive Discipline	19
7.6 Verbal Reprimand	19
7.7 Written Reprimand	19
7.8 Suspension	20
7.9 Demotion	20
7.10 Dismissal	21
7.11 Examples Not Inclusive	22
7.12 Pre-Determination (Loudermill) Hearing	22
7.13 Written Notice	22
7.14 Immediate Suspension with Pay	22
7.15 Pre-Determination Hearing Procedure	22
7.16 Pre-Determination Hearing Decision	22
7.17 Notice of Grievance	23
SECTION VIII: GRIEVANCE PROCEDURES	23
8.1 Conditions or Actions Not Grievable	23
8.2 Employees Not Eligible for Grievance Procedure	23
8.3 Grievance Procedure	23
8.4 Appointment of Personnel Hearing Officer	24
8.5 Hearing Officer Qualifications	24
8.6 Grievance Hearing Schedule	24
8.7 Grievance Hearing Procedures - Rules of Procedure	24
8.8 Conduct of Hearing	24
8.9 Order of Presentation	25
8.10 Communication of Hearing Officer's Decision	25
8.11 Appeal of Hearing Officer's Decision	25
SECTION IX: COMPENSATION & BENEFIT PROGRAM	26
9.1 Purpose	26
9.2 Hours of Work	26
9.3 Overtime Pay	26
9.4 Consistency with Fair Labor Standards Act	26
9.5 P.E.R.A. Benefits	26
9.6 Insurance Benefits	26
9.7 Fringe Benefits	26
9.8 Compensatory Time	27
9.9 Training & Certification Rewards Program	Error! Bookmark not defined.
SECTION X: LEAVE AND HOLIDAYS	27
10.1 Holidays	27
10.2 Personal Holiday Leave	28
10.3 Annual Leave with Pay	28

10.4 Accrual Limitation	28
10.5 Separation from Service or Change in Service Pay	28
10.6 Annual Leave Conversion.....	Error! Bookmark not defined.
10.7 Shared Leave Policy	28
10.8 Annual Sick Leave with Pay.....	29
10.9 Sick Leave Authorization	29
10.10 Use of Sick Leave During Probationary Period.....	29
10.11 Certification of Illness for Sick Leave	29
10.12 Sick Leave Incentive.....	Error! Bookmark not defined.
10.13 Bereavement Leave.....	29
10.14 Family Medical Leave	30
10.15 Administrative Leave.....	Error! Bookmark not defined.
10.16 Workers' Compensation Program.....	31
10.17 On-The-Job Injury Leave.....	31
10.18 Voting Leave.....	31
10.19 Court Service Leave with Pay.....	32
10.20 Leave Without Pay.....	32
10.21 Life Threatening Illnesses in the Workplace	32
10.22 Inclement Weather	33
10.23 Leave For Unforeseen Circumstances	33
10.24 Military Leave.....	33
10.25 Light Duty Return-To-Work.....	35
10.26 Change in FLSA Status.....	36
SECTION XI: SUBSTANCE ABUSE POLICY	37
11.0 Purpose.....	37
11.1 Safety Sensitive Employees.....	37
11.2 Policy	37
11.3 Prohibited Substances	38
11.4 Prohibited Conduct	38
11.5 Testing Which Results In a Dilute Specimen	39
11.6 Treatment Requirements.....	40
11.7 Proper Application of the Policy.....	40
11.8 Testing Procedures.....	40
11.9 Pre-Employment Drug & Alcohol Screening.....	41
11.10 Employee Requested Testing.....	41
11.11 Reasonable Suspicion Testing.	41
11.12 Post-Accident Testing.....	41
11.13 Random Testing.....	41
11.14 Return-To-Duty Testing.....	42
11.15 Follow-Up Testing.....	42
11.16 Employment Assessment.....	42
11.17 Departmental Rule for Positive Drug/Alcohol Test.....	42
11.18 Re-Entry Contracts.....	43
11.19 Detection.....	44
11.20 Voluntary Request for Assistance.....	44
11.21 Definitions.....	44
11.22 Records	45
11.23 Confidentially	45
SECTION XII: EMAIL & INTERNET USE	45

12.0 Access	45
12.1 Purpose & Scope.....	45
12.2 Acceptable Use	45
12.3 Inappropriate Use.....	46
12.4 Internet & E-Mail Etiquette	46
12.5 Security	46
12.6 Penalties	46
12.7 No Expectation of Privacy	47
12.8 User Compliance.....	47
12.9 Protection & Handling of Sensitive Information	47
SECTION XIII: PAY POLICY	47
13.1 Purpose.....	47
13.2 Applicability	47
13.3 Pay Compensation Process Overview.	47
13.4 Entry Level Wages.....	48
13.6 Position Specifications Requirements.....	48
13.7 Grandfather Clause	48
13.8 Contents of Personnel File	48
13.9 Access to Personnel Files.....	48
SECTION XIV: EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PLAN	49
14.1 Purpose.....	49
14.2 Statement of Policy	49
14.3 Management Responsibility.....	49
14.4 Complaint Procedures.....	49
14.5 Remedies.....	50
SECTION XV - MISCELLANEOUS	50
15.1 Designated Work Areas	50
15.2 Personal Business.....	50
15.3 Safety	50
15.4 County Property	50
15.5 County Vehicles.....	50
15.6 Personal Appearance.....	51
15.7 Weapons in the Work Place	Error! Bookmark not defined.
15.8 Searches & Surveillance	51
15.9 Workplace Violence.....	51
15.10 Final Paycheck	52
15.11 Uniforms	52
15.12 Return of Uniforms, Equipment & County Property	53
15.14 Normal Work Hours.	54
15.15 Reduced Work Hours.....	54
15.16 Separation from Service with the County.....	54
SECTION XVI: AUTHORITY	54
16.1 Rules	54
16.2 Savings Clause	54
SECTION XVII: REPEAL OF FORMER PERSONNEL POLICY	55
EMPLOYEE ACKNOWLEDGEMENT FORM	57

SECTION I: DEFINITIONS

- 1.1 ADMINISTRATIVE LEAVE WITH PAY. Leave with pay granted at the County Manager's discretion after considering the elected official's or department director's recommendation. Bereavement Leave will be considered Administrative Leave with pay. See Section 10.13.
- 1.2 ADMINISTRATIVE LEAVE WITHOUT PAY. Leave without pay granted at the County Manager's discretion after considering the elected official's or department director's recommendation.
- 1.3 ANNIVERSARY DATE. Anniversary date means the date of appointment or reemployment and is changed as of the date of promotion, demotion, reduction, or change to a different technical occupation group, group role, or manager category in the same pay band or pay opportunity.
- 1.4 ANNUAL LEAVE. Leave with pay granted to an employee, after accrual at a specific rate, with approval of the employee's supervisor.
- 1.5 APPEAL. Written request that a decision of a formal grievance be reconsidered at a further stage in the grievance procedure.
- 1.6 APPLICANT. A person who has made formal application on an official County personnel application form for a position with the County.
- 1.7 "AT WILL" EMPLOYEE. See definition of "Unclassified Employee".
- 1.8 BOARD. Board means the Board of County Commissioners.
- 1.9 CASUAL EMPLOYEE. An employee hired to fill a position paid by the hour that may be called on short notice and/or on an occasional basis. Casual employee may also be one who works less than twenty (20) hours a week. A casual employee is paid only for hours worked and does not receive any employment benefits. A casual employee does not have the right to grieve employment decisions.
- 1.10 CLASSIFIED EMPLOYEE. An employee who has served the prescribed probationary period and is eligible for the rights and privileges provided for under these Rules.
- 1.11 CONTINUOUS LENGTH OF COUNTY SERVICE. Continuous length of County service means the length of time for which there have been no breaks in employment as an employee spanning from the employee's Date of Hire, other than annual leave, sick leave, military leave authorized pursuant to Section 10.24 below, or authorized leave without pay for less than six (6) months.
- 1.12 CONTRACT EMPLOYEE. Contract employees are FLSA exempt and are unclassified employees and have a contract approved by the Board. Contract employees serve at the will and pleasure of the Board. Contract employees are not entitled to grievance procedures or holiday premium pay.
- 1.13 COUNTY BUSINESS. The performance of duties of a County employee at an employee's normal workstation or at a location authorized by the County.
- 1.14 COUNTY MANAGER. An individual appointed by the Board to conduct the business of the County and to act as the administrative assistant to the Board aiding and assisting the Board in the exercise of their duties and responsibilities. In the event there is no County Manager, the duties and responsibilities specified in these Rules shall be carried out by an appointed Acting County Manager or the chairperson of the Board.
- 1.15 DATE OF HIRE. Date of Hire is the date indicated as such on the employee's Personnel Action Form indicating New Hire as a regular employee, from which there is continuous length of County service. Alternatively, the Date of Hire may be from the date of Reinstatement if reinstatement occurs after a lapse of continuous length of County service.

- 1.16 **DEMOTION.** An employee may be demoted to a position for which the employee is qualified when the employee would otherwise be terminated. The demotion may be a result of funding shortages. An employee who does not possess the necessary ability to render satisfactory performance in the position presently held may be demoted. Employees may voluntarily request such a demotion. Demoted employees may receive a reduction in pay, per County Manager approval and department head recommendation. Only a regular employee demoted due to disciplinary action is entitled to grievance procedures under Section VIII, Grievance Procedures.
- 1.17 **DEPARTMENT DIRECTOR.** An employee hired to fill a position who has the responsibility of supervising and administrating a department of County government as determined and designated by the Board.
- 1.18 **DISMISSAL.** Dismissal means the involuntary separation or dismissal from employment for disciplinary reasons.
- 1.19 **DOMESTIC PARTNER.** An individual who has an exclusive and committed relationship with a County employee and the relationship is the same as, or similar to, a marriage relationship in this state. For purposes of these Rules: 1) domestic partners must have shared a common, primary residence for twelve (12) or more consecutive months, 2) must jointly be responsible for each other's common welfare and share financial obligations, 3) neither can be married or a member of another domestic partnership, 4) both must be at least 18 years of age, and 5) are not related by blood to a degree of closeness that would prevent them from being married to each other in this state.
- 1.20 **DUE PROCESS.** The right granted to a regular employee to pre- and post disciplinary hearings for actions of suspension, demotion or dismissal.
- 1.21 **ELECTED OFFICIAL.** An individual elected by popular vote or appointed to fill vacancies in elective office, i.e., County Commissioner, County Clerk, County Treasurer, County Sheriff, County Assessor, and Probate Judge.
- 1.22 **EXEMPT EMPLOYEES.** All executive, administrative and professional employees as those terms are defined in the federal Department of Labor regulations relating to the Fair Labor Standards Act, and whose compensation is based on a fixed salary.
- 1.23 **GRANT FUNDED EMPLOYEE.** A full or part-time employee hired to fill a position that exists only upon receipt of grant funds. This position is terminable-at-will if funding is not received or upon expiration of the grant agreement.
- 1.24 **GRIEVANCE HEARING.** A formal hearing conducted at the request of an employee who is grieving a promotion, suspension, demotion, involuntary transfer, or dismissal as set forth in these Personnel Rules and Regulations.
- 1.25 **GRIEVANCE.** A formal complaint by an employee concerning actions taken by management which result in loss of pay to the employee and/or privileges to the employee including suspension, demotion, involuntary transfer or dismissal.
- 1.26 **HEARING OFFICER.** The individual who is charged with the responsibility of hearing and deciding allegations of improper promotion, post-disciplinary action matters of demotion, suspension and dismissal.
- 1.27 **IMMEDIATE FAMILY.** Spouses, domestic partners, children, parents, siblings, grandparents, grandchildren, like in-laws, and like step-relationships and persons with legal custodial relationships.
- 1.28 **LAYOFF.** The involuntary separation of an employee from County service without fault on the part of the employee, due to the abolition of a position, reorganization, lack of work, or lack of funds.
- 1.29 **MEDICAL DISABILITY DISMISSAL.** The dismissal of an employee from County employment when the employee is unable to perform the essential functions of the position

with reasonable accommodation(s) that do not impose undue hardship upon the County, due to a medical condition, when there is corroborating documentation of this condition from a licensed health-care professional. Although Medical Disability Dismissal is not disciplinary in nature, employees are nonetheless entitled to participate in the County's pre-determination and grievance procedures if they are subject to dismissal.

- 1.30 **NONEXEMPT EMPLOYEES.** All employees who are not exempt employees as defined in the federal Department of Labor regulations relating to the Fair Labor Standards Act.
- 1.31 **PART-TIME EMPLOYEE.** An employee who works more than twenty (20) hours and less than forty (40) hours per week. Employees working twenty (20) hours or more on a consecutive basis are eligible for fringe benefits.
- 1.32 **PRE-DISCIPLINARY HEARING.** A hearing conducted by the County Manager or his/her designee before the imposition of the disciplinary actions of suspension, demotion or dismissal.
- 1.33 **PROBATIONARY EMPLOYEE.** A full-time or part-time employee hired to fill a regular position that has not yet completed the twelve (12) month probationary period of employment during which time the employee is terminable-at-will. During this probationary period the supervisor is required to evaluate the employee on a monthly basis.
- 1.34 **PROMOTION.** A promotion is the change of an employee from a position in one classification usually to a position in a classification with a higher salary range.
- 1.35 **REGULAR EMPLOYEE, Full-time:** An employee who has successfully completed probation with a work schedule of at least forty (40) hours per week. **Part-time:** An employee who has successfully completed probation with a work schedule of more than twenty but less than forty (40) hours per week.
- 1.36 **RESIGNATION.** Resignation means the voluntary separation of an employee from County service.
- 1.37 **SAFETY-SENSITIVE or SECURITY-SENSITIVE POSITION.** A safety-sensitive or security-sensitive position is a position approved as such by the elected official or department director and the County Manager, including a supervisory or managerial position in which impairment by drug or alcohol use would constitute an immediate and direct threat to public health or safety and includes, but is not limited to, law enforcement officers, detention officers, employees who are required to regularly carry a firearm, drivers required to have a CDL license, have access to confidential information and/or receive calls for public service and employees who regularly transport other people as their principal job or otherwise designated so by the County Manager.
- 1.38 **SALARIED EMPLOYEE.** A salaried employee a position that is FLSA exempt from overtime and works to complete his/her assigned tasks until the job is completed, not for a specific number of hours. Salaried employees do not accrue sick or annual leave.
- 1.39 **SICK LEAVE.** Leave with pay granted to employees when personal illness, injury, pre-arranged medical or dental examination, quarantine, therapy, counseling or other necessary treatment keeps the employee from performing the duties of the position or when a member of the immediate family is ill, injured or requires treatment for the described reasons.
- 1.40 **SUSPENSION.** An involuntary leave of absence, with or without pay, for disciplinary reasons, or pending investigation of allegations made against an employee, or for pending determination of the grievance procedure.
- 1.41 **TEMPORARY EMPLOYEE.** An employee hired to fill a position that will temporarily fill a position that is vacant due to the absence of an employee or for some other requirement. Temporary employment will not exceed a six (6) month period. All temporary employees are terminable-at-will, do not accrue leave, and do not receive employee benefits.

- 1.42 **TERM EMPLOYEE.** An employee that is hired to fill a position for a specific time period based on Board funding for a specified period of time, funding source or similar situation, not to exceed two years in duration.
- 1.43 **TRANSFER.** The voluntary or involuntary movement of an employee, from one department or office to another department or office in the County service.
- 1.44 **UNCLASSIFIED EMPLOYEE (or At-Will Employee).** An employee who can be dismissed at any time, with or without cause. The terminable-at-will employees in the County shall be: probationary employees; temporary employees; contract employees; and others designated by the Commission. Terminable-at-will employees are not entitled to the grievance procedures provided for in these Rules.

SECTION II: EMPLOYMENT STATUS

2.1 Position Specifications. The County shall establish a set of position specifications for all positions. Position specifications shall include title, tasks, duties, responsibilities and minimum qualifications. They will also specify knowledge, skills, education, and abilities required of applicants. See Definitions for description of employee position. An employee may qualify for one or more of the following position descriptions:

- A. **Probationary Employee.** A full-time or part-time employee hired to fill a regular position that has not yet completed the twelve (6 month probationary period with an additional 90 days of employment during which time the employee is terminable-at-will. During this probationary period, the supervisor is required to evaluate the employee every six months.
- B. **Temporary Employee.** An employee hired to fill a position that will temporarily fill a position that is vacant due to the absence of an employee or for some other requirement. Temporary employment will not exceed a six (6) month period. All temporary employees are terminable-at-will, do not accrue leave, and do not receive employee benefits.
- C. **Regular Employee.** **Full-time:** An employee who has successfully completed probation with a work schedule of at least forty (40) hours per week. **Part-time:** An employee who has successfully completed probation with a work schedule of more than twenty but less than forty (40) hours per week.
- D. **Part-time Employee.** An employee who works more than twenty (20) hours and less than forty (40) hours per week. Employees working twenty (20) hours or more on a consecutive basis are eligible for fringe benefits.
- E. **Grant Funded Employee.** A full or part-time employee hired to fill a position that exists only upon receipt of grant funds. This position is terminable-at-will if funding is not received or upon expiration of the grant agreement.
- F. **Casual Employee.** An employee hired to fill a position paid by the hour that may be called on short notice and/or on an occasional basis. Casual employee may also be one who works less than twenty (20) hours a week. A casual employee is paid only for hours worked and does not receive any employment benefits. A casual employee does not have the right to grieve employment decisions.
- G. **Unclassified Employee.** An employee who can be dismissed at any time, with or without cause. The terminable-at-will employees in the County shall be: probationary employees; temporary employees; contract employees; and others designated by the Commission. Terminable-at-will employees are not entitled to the grievance procedures provided for in these Rules.

- H. Classified Employee. An employee who has served the prescribed probationary period and is eligible for the rights and privileges provided for under these Rules.
- I. Contract Employee. Contract employees are FLSA exempt and are unclassified employees and have a contract approved by the Board. Contract employees serve at the will and pleasure of the Board. Contract employees are not entitled to grievance procedures or holiday premium pay.
- J. Term Employee. An employee that is hired to fill a position for a specific time period based on Board funding for a specified period of time, funding source or similar situation, not to exceed two years in duration.
- K. Temporary Agency Employees. Individuals who perform work for the County through a contract with an independent third-party, like a temporary placement or employment agency. These individuals are not County employees and therefore are not entitled to any benefits or rights detailed in this policy.

SECTION III: GENERAL PROVISIONS

3.1 Purpose. The purpose of these Personnel Rules and Regulations (Rules) is to establish consistent, basic policies and practices concerning relations between the County and its employees. These Rules further establish the formal grievance procedure available to regular employees to hear their grievances with respect to promotions, demotions, suspensions, involuntary transfers and dismissal, and provide the method by which a personnel hearing officer is chosen to hear formal grievances. Independent contractors are not subject to the provisions of the Rules.

3.2 Scope. Definite rules and regulations cannot be readily formulated for every possible problem and situation. These Rules serve as a general basis and guide for the proper, efficient, and effective management and administration of personnel matters of the employees of the County. The Rules contained herein replace and supersede all previously issued personnel rules, regulations and ordinances applicable to employees of the County as the subject matter is covered in the County Code of Conduct and these Rules.

3.3 Amendment of Rules & Regulations. There shall be no resolution or other action of the Board or other County officials, which is inconsistent with these Rules, except by amendment of these Rules. The Board reserves the right to amend these Rules by Ordinance. The County Manager may issue interpretative memoranda or Administrative Instructions, not inconsistent with these Rules, which further detail the interpretation of these Rules.

3.4 Employee Knowledge & Information of Rules & Regulations. The Human Resources Manager shall provide a copy of these Rules to present employees and to all new employees with instructions to read and be familiar with all provisions of these Rules. Employees shall sign for a copy upon receipt.

3.5 Equal Employment Opportunity Rules & Regulations. Individuals will not be discriminated against on the grounds of race, age, religion, color, national origin, ancestry, sex, marital status, physical or mental handicap, medical condition, sexual orientation or gender identity, in consideration for employment, promotions, transfers, duration of employment, compensation, terms, conditions, or privileges of employment by the County.

3.6 Administration by County Manager. The County Manager or designee shall administer and interpret the personnel system and the terms of these Rules and its amendments, and all

future approved operating procedures. The County Manager shall recommend to the Board any necessary amendments or revisions to the Rules.

3.7 Duties of All Employees. All employees shall adhere to the provisions of these Rules. Elected officials, department directors, division managers, Human Resources Manager and the County Manager further shall be responsible for seeing to the adherence and enforcement of these Rules.

3.8 Chain of Command & Conflict Resolution. In order to maintain open communication between County and its employees and to ensure that employees' general working concerns and conflicts are addressed quickly and efficiently, the County will utilize the chain of command protocol. Employees have the right to present or make known their complaints, free from interference, restraint, discrimination, coercion, or reprisal. This provision does not apply to serious complaints such as harassment, dangerous working conditions, workplace violence and discrimination, which are otherwise addressed by the policy.

It is required that an employee discusses his/her concerns first with his/her immediate supervisor. Departments should utilize alternative methods of dispute resolution, including mediation, wherever appropriate to resolve conflicts in the workplace and encourage positive working relationships between employees and management.

If the concern cannot be handled at this level, the employee may request a meeting with the next level supervisor, up to the elected official or department director of his/her department. If it becomes necessary to pursue the issue beyond the department director or supervisor level, or if the concern cannot be handled or remedied within the department due to supervisory conflict, it may be appealed to the County Manager within ten (10) calendar days of the department's final decision. The County Manager or designee may serve as a hearing officer and the County Manager's decision on the complaint shall be final and binding.

3.9 Conflict with Collective Bargaining Agreements. If any provision of this Resolution is in conflict with a written Employee Agreement duly adopted by the Board pursuant to the Public Employee Bargaining Act [NMSA 1978, §§10-7E-1 to 10-7E-26], the terms of the Collective Bargaining Agreement shall control.

3.10 Code of Ethics.

- A. The ethical county employee shall:
1. Properly administer the affairs of the county.
 2. Promote decisions which only benefit the public interest.
 3. Actively promote public confidence in county government.
 4. Keep safe all funds and other properties of the county.
 5. Conduct and perform the duties of the office diligently and promptly dispose of the business of the county.
 6. Maintain a positive image to pass constant public scrutiny.
 7. Evaluate all decisions so that the best service or product is obtained at a minimal cost without sacrificing quality and fiscal responsibility.
 8. Inject the prestige of the office into everyday dealings with the public employees and associates.

9. Maintain a respectful attitude toward employees, other public officials, colleagues and associates.
 10. Effectively and efficiently work with governmental agencies, political subdivisions and other organizations in order to further the interest of the county.
 11. Faithfully comply with all laws and regulations applicable to the county and impartially apply them to everyone.
- B. The ethical county official shall not:
1. Engage in outside interests that are not compatible with the impartial and objective performance of his or her duties.
 2. Improperly influence or attempt to influence other officials to act in his or her benefit.
 3. Accept anything of value from any source which is offered to influence his or her action as a public official.
 4. The ethical county official accepts the responsibility that his or her mission is that of servant and steward to the public.

SECTION IV: RECRUITMENT AND SELECTION

4.1 Purpose. It is the policy of the County to select and recruit the best qualified and the best-suited persons for all positions in an open and competitive manner, to ensure no discrimination and to ensure equal employment opportunity for all applicants and employees. The County will comply with all applicable federal and state laws and regulations.

4.2 Recruitment of Applicants. The elected official or department director shall notify the County Manager and the Human Resources Manager of the position to be filled. The Human Resources Manager shall issue job announcements through such media deemed appropriate to ensure open and competitive recruitment of individuals with sufficient time to ensure reasonable opportunity for persons to apply. The Human Resources Manager shall submit announcements and receive all applications through the Administrative Office. All publications for job announcements shall include reference to Cibola County as *“An Equal Opportunity Employer”*.

4.3 Temporarily Filling Vacant Positions. Vacant positions may be filled without public announcement by temporary employees on a temporary basis to replace regular employees on leave and pending the selection of a regular employee for a position or otherwise for a period not to exceed six months.

4.4 Best Qualified & Best-Suited Applicant Determination. The best qualified and best-suited applicant is determined by the elected official or department director, in conjunction with the Human Resources Director, based on minimum qualifications of education, experience, abilities, skills and past work experience as specified in written position specifications for each position. Personal interviews shall be conducted with at least three (3) applicants, or if less than three applications are received, all applicants shall be interviewed.

4.5 Promotion and Transfer Policy. If a regular full-time or part-time employee is substantially equally best qualified and suited in accordance with Section 4.4 with another applicant or applicants, the employee should be given preference in hiring.

4.6 Selection. The elected official, department director or designated representative shall review all applications for positions in their departments, in conjunction with the Human Resources

Director, and make their recommendation to the County Manager. Final appointment shall be made by the elected official/department director, in conjunction with the Human Resources Director, with approval of the County Manager based on the best qualified and the best-suited applicant for the position and the status of the County budget.

4.7 Pre-Selection Prohibited. Posted and advertised positions shall not be promised to any person prior to recruitment and selection to ensure the integrity and fairness of the selection process.

4.8 Ineligibility for Hire and Rehire. Applicants shall be considered ineligible for hire or rehire by the county if the applicant has:

- A. knowingly made any false statement or omission on the employment application;
- B. not met the requirements of the position;
- C. failed to complete pre-employment drug and alcohol screening or physical examinations or other requirements as directed by the County, except that an applicant not meeting drug and alcohol screening testing may reapply after a one-year period. An applicant who has failed a physical exam due to a pre-existing correctable medical condition may reapply at any time after the condition is corrected;
- D. not met the criteria for insurance or bonding as required by County or state law;
- E. been dismissed from County service as a disciplinary measure in five (5) years prior to the date of application;
- F. not been certified by a physician that the applicant can perform the physical requirements or the essential requirements of the position;
- G. been convicted for driving while under the influence of alcohol or drugs in the five (5) years prior to the date of the application, if a valid New Mexico driver's license and class is required for the position; or
- H. been convicted of a felony as described in NMSA 1978, §28-2-1, et seq. or convicted of a felony or infamous crime as defined in NMSA 1978, §10-1-3 and by its nature conflicts with the duties and responsibilities of the position;
- I. not meeting the requirements of state or federal funding agreements; and
- J. the above list is not necessarily exhaustive and may not include all of the reasons that would make an applicant ineligible for hire or rehire.
- K. resigned with pending employment charges pursuant to section 7 and 8 in five (5) years prior to the date of application.

4.9 Testing. The County may require an applicant to submit to testing for certain bona fide occupational qualifications to determine employment eligibility. This may include, without limitation pre-employment physical and drug and alcohol screening examinations for all but elected officials.

4.10 Commencement of Work. No applicant for employment shall commence work or be considered employed by the County until an approval of the selection is made in writing by the County Manager, Finance Director and Human Resources Director on a Personnel Action Form (PAF) and all pre-employment testing and relevant backgrounds checks have been completed. Payroll shall not enter the applicant into the County's system prior to receipt of a completed and signed PAF.

SECTION V: CHANGES IN EMPLOYMENT STATUS

5.1 Promotion. The County encourages the professional growth of its employees and rewards the initiative, creativity, effort, commitment, and diligence of its employees through the promotional process. The County shall make every effort to promote personnel from within the County. County employees are encouraged to take advantage of promotional opportunities and apply for higher paying positions for which they qualify.

5.2 Evaluation Period. Regular employees that are promoted or voluntarily transferred between Departments to a vacant position will be placed in an evaluation period. This is a period of evaluation and training of the employee in the new position. An evaluation period is for ninety (90) days. If performance while on the evaluation period is deemed unsatisfactory, in writing, by the department director or elected official, the employee may be returned to his/her previous position in that position, if available, placed in another vacant position for which the employee is qualified, if available, or dismissed at the discretion of the County Manager if no such positions are available. Employees being transferred back to previous positions receive the same pay received before their promotion.

5.3 Demotion. An employee may be, but is not required to be, demoted to a position for which the employee is qualified when the employee would otherwise be dismissed because the employee's position is being abolished due to lack of funds or lack of work and there are no appropriate vacancies at the same level; when the employee's job is being reclassified; when the employee does not demonstrate the necessary ability to render satisfactory performance in the position presently held; or when the employee voluntarily requests such a demotion, provided there is a position available.

5.4 Transfers

- A. **General Transfer.** Employees may be moved from one position to another of the same grade and pay range either voluntarily or involuntarily. An employee may be transferred if it is in the best interest of the County. Voluntary transfers are not grievable. Shifting department or office needs may require that an employee be temporarily or permanently transferred from one geographic location to another within a department or office. An employee may be transferred from one position to another position at the same salary range within a department or office. If such a transfer involves a probationary employee, time served in the former position shall be credited toward achievement of regular full-time status and salary increases, accumulated annual leave and sick leave shall be retained. The County Manager must approve all transfers.
- B. **Voluntary Transfers between Departments.** An employee who voluntarily transfers from one department to a vacant position in another department may be required to accept the new position at its entry level salary depending on his/her experience and qualifications required for the new position. The transferred employee will be subject to an evaluation period of ninety (90) days, as specified in Section 5.2.
- C. **Medical Transfer.** An employee who has been certified by a licensed physician as being physically unable to perform the duties of the employee's current position may be transferred as reasonable accommodation to an available position in which the physician certifies the employee is able to work, and for which the employee is qualified to perform. If no such position is available, the employee is subject to the leave without pay provisions of these Rules.

5.5 Resignation. An employee voluntarily resigning shall submit in writing to the department director or elected official and the Human Resources Manager, a two-week minimum notice of resignation. An employee's final paycheck may be withheld pending submission of a written notice of resignation and return of all issued equipment. Unless unique circumstances exist, failure to provide timely written notice may be grounds for refusal of future employment with the County. Unauthorized absence from work for a period of three (3) consecutive regularly scheduled working days shall be considered a voluntary resignation.

5.6 Layoff Procedure. Upon directive of the Board, the County Manager shall make the determination for layoffs after consulting with elected officials and department directors. When layoffs of more than one employee are required, layoffs shall be determined using the following criteria:

- A. Position in order of priority:
 - 1. Casual employees,
 - 2. Temporary employees,
 - 3. Probationary employees,
 - 4. Part-time employees;
- B. Performance of the employee compared to other employees being laid off in the same or similar positions;
- C. Value of the employee's position to the critical operation of the County or department, such as safety-sensitive or security-sensitive positions;
- D. Length of continuous service with the County; and
- E. Funding source.

5.7 Layoff Return Privileges. Any full-time or part-time regular employee who is laid off and returns within twelve (12) months of layoff shall not have to serve a probationary period if the employee return to his/her previous position and the probationary period has been served. A laid off-returning employee will be credited for all unused sick leave remaining and not compensated for at the time of layoff if the employee returns within the twelve (12) month period. Layoff privileges end:

- A. Twelve (12) months after the effective layoff date;
- B. After an employee has refused employment in a position for which the employee is qualified and/or for which the pay rate is the same or higher than the position previously held; or
- C. When a laid off employee accepts another position with the County. A laid off employee accepting another position with the County shall serve the required evaluation period.

5.8 Medical Disability Dismissal. Employees shall be involuntarily terminated upon completion of the twelve week family/medical leave if the employee is physically unable to perform the essential duties of the employee's position with reasonable accommodation(s) that do not impose undue hardship upon the County, as certified by a qualified, licensed physician. The provisions of this subsection are subject to the provisions regarding Workers' Compensation laws and "On the Job Injury Leave" found in Sections 10.16 and 10.17 of these Rules.

5.9 Reinstatement. Individuals that are reinstated as regular employees to the same or like position are not entitled to any previous benefits such as sick leave which may have been accrued during previous employment with the County except as provided in Section 5.7. Officials who

were County employees prior to being elected to an office, with no discontinuance of service to the County, shall retain all accrued benefits prior to being elected and their years of service as elected officials shall be included for all other applicable benefits afforded under these Rules.

SECTION VI: CONDITIONS OF EMPLOYMENT

6.1 Probationary Period for New Hires. An employee hired to fill a position shall serve a probationary period of twelve (12) months, beginning on the first day of work, during which time the employee is terminable-at-will.

- A. Law enforcement officers in the Sheriff's Department and detention officers shall serve a one (1) year probationary period, beginning on the first day of work, during which time the employees are terminable-at-will. The probationary period is an integral part of the evaluation process and is utilized for observing the employee's performance and obtaining the most effective adjustment of a new employee to the position. Employees will be evaluated one-month prior to the completion of their probationary period. The employee must achieve a satisfactory performance or better by the end of the probationary period before the employee can become a regular employee entitled to all of the rights and benefits of that status.
- B. If the employee satisfactorily completes the probationary period, the employee will become a regular employee. If the employee does not satisfactorily complete the probationary period, the employee may be dismissed, or upon the recommendation of the department head or elected official and with final approval of the County Manager, the probationary period may be extended for a period of ninety (90) days.
- C. In the event a probationary employee is on extended leave for any reason, the probationary period will be extended in an amount equal to that leave period.
- D. Probationary employee provisions. A probationary employee:
 - 1. can be dismissed, without cause, at any point during the probationary period;
 - 2. is not eligible for personal holiday leave;
 - 3. cannot grieve disciplinary actions;
 - 4. is allowed to use sick and annual leave as soon as it is accrued with approval of supervisor;
 - 5. shall accrue annual leave and sick leave, consistent with provisions of these Rules upon being hired. Employees terminated during their probationary period are only entitled to payment of annual leave.
 - 6. is eligible for health insurance and other optional benefits, as provided in Section 9.6.

6.2 Temporary Employee Hired to a Regular Position. An employee who fills a temporary position and is subsequently hired to fill a regular position shall serve the required probationary period. The beginning date of the probationary period is the date the employee changes from temporary to regular status.

6.3 Former County Employees Hired to a Position. A former County employee re-hired in the same or like position, or re-hired at any time to fill a new position, shall serve the required probationary period.

6.4 Permitted Political Activities. All employees:

- A. may engage in political activity on their own time;
- B. are encouraged to register to vote, and to exercise the right to vote;
- C. have a right to express their opinion on all political subjects and candidates;
- D. may serve as convention delegates;
- E. may sign nominating petitions and make voluntary contributions to political organizations and candidates; and
- F. may serve as an election or poll official.

6.5 Prohibited Political Activities. All employees, department directors and elected officials are prohibited from:

- A. Using official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office, or for any other political purpose.
- B. Directly or indirectly coercing, attempting to coerce, commanding or advising a state or local official or employee to pay, lend, or contribute anything of value to a party, committee or organization, agency, or person for a political purpose.
- C. Threatening to deny promotions to or retaliating in any way any employee who does not vote for or support certain candidates, requiring employees to contribute to a political fund or candidate, influencing subordinate employees to buy tickets to political fund-raisers and similar events, advising employees to take part in political activity and matters of a similar nature.
- D. Engaging in political activity while on duty.
- E. Using any County-owned equipment, supplies, vehicles, space or property for political purposes.

6.6 Public/Political Office

- A. Employees covered by the provisions of the Hatch Act [5 U.S.C. Sections 1501 to 1508] may not be candidates for partisan political office elections.
- B. Being a local school board member or a member of any post-secondary educational institution's governing body shall not be construed as holding political office.
- C. Employees may not hold a County political office and be a regular full-time, or at-will full-time, employee with the County.
- D. Employees not covered by the provisions of the Hatch Act [5 U.S.C. Sections 1501 to 1508] may be candidates for any partisan political office, must, upon filing a declaration of candidacy or accepting the nomination, take a leave of absence from their position in County service. The leave of absence shall be for fourteen (14) calendar days immediately prior to the election and the leave may be charged to accrued annual leave, if available. This provision shall not apply to candidates running unopposed.

6.7 Nepotism. In order to avoid the practice or appearance of nepotism in employment, near-relatives shall not work in the same department when there is a supervisory relationship between them.

- A. Near-relatives, as used in this ordinance, includes father/mother and spouse, son/daughter and spouse, grandparents, grandchildren and spouse, uncle/aunt and spouse, first cousin and spouse, nephew/niece and spouse, brother/sister and spouse. This also includes unrelated persons sharing a spousal/domestic partner relationship as well as adopted, step relatives in the relationships listed above.

- B. When there is a change in assignment or relationships among County employees, which lead to the supervision of or by other near-relatives, the employee must inform the elected official or department director in writing within five (5) working days. The elected official and department director, subject to the approval of the County Manager, will remove the employee from the supervision of a near relative within five (5) working days (excepted in Section 6.7 D). Such action may include involuntary transfer of the employee to another position, demotion of the supervisor or termination of the employee.
- C. Any problem arising from such a situation should be referred to the County Manager by the elected official or department director for review.
- D. Removal of a supervisory relationship is excepted in the event a first cousin (or spouse of a first cousin) of a current county employee with over one-year employment with the department, is duly elected to a County Office over that employee's department.

6.8 Conflict Ban. No employee shall engage in any business or transaction or accept private employment or other public employment which is incompatible with the proper discharge of the employee's responsibilities, or which gives the appearance of impropriety, or is prohibited by federal, state or county law or county policy.

6.9 Outside Employment. Employees may not, directly or indirectly, engage in any outside employment or financial interest which may conflict, in the County's opinion, with the best interests of the County or interfere with the employee's ability to perform his/her assigned County job. Examples include, but are not limited to, outside employment which:

- A. Prevents the employee from being available for work beyond normal working hours, such as emergencies or peak work periods, when such availability is a regular part of the employee's job;
- B. Is conducted during the employee's work hours;
- C. Utilizes County telephones, computers, supplies, or any other resources, facilities or equipment;
- D. Constitutes employment, contractual commitment or self-employment which conflicts with Section 15.14, below; or
- E. May reasonably be perceived as a conflict of interest, gives the appearance of impropriety or otherwise discredits public service.

An employee who chooses to have an additional job, contractual commitment or self-employment, may do so provided he/she provides prior notification, on the prescribed form, to his/her elected official/department director and the County Manager, and obtains prior approval from his/her elected official/department director and the County Manager. Any outside employment that could potentially interfere with emergency call-out situations must be reported to the employee's department elected official/director. If, after accepting outside employment, situations arise which could interfere with the employee's job, the employee needs to immediately report these situations to his/her elected official or department director.

6.10 Workplace & Sexual Harassment. The County will not tolerate harassment or sexual harassment.

- A. Cibola County is committed to taking reasonable steps to provide a professional working environment free from all forms of harassment, whether based on sex, sexual orientation,

gender identity, race, color, religion, national origin, age, disability or any other protected classification. Although this policy focuses on sexual harassment, it applies equally to all forms of harassment based on a protected classification and the procedures described in this policy shall be followed for all such harassment. This policy also applies when a County employee is subject to harassment in the workplace by someone outside the County.

- B. All County employees and members of the public have a right to be free from harassment from employees on official duty for the County. County employees are forbidden from engaging in harassing conduct in the workplace. Employees are also forbidden from engaging in conduct outside of work that creates a hostile work environment at work. Any act of harassment based upon a protected classification is a violation of county policy.
- C. Harassment Definition: verbal or physical conduct by any employee that, bullies, torments, persecutes, disrupts or interferes with another employee's work performance or that creates an intimidating, offensive or hostile environment.
- D. Sexual Harassment Definition: According to the EEOC, sexual harassment is any unwelcome sexually oriented behavior, demand, comment or physical contact initiated by any individual at the work place when:
 - 1. Submission to such conduct is made either explicitly or implicitly, a term or condition of an individual's employment;
 - 2. Submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions/opportunities affecting such individual, or
 - 3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance, or creating an intimidating, hostile or offensive working environment.
- E. Examples. Sexual harassment can occur in a variety of forms. Harassing conduct based on gender often is sexual in nature but sometimes is not. This policy forbids harassment based on gender regardless of whether the offensive conduct is sexual in nature. Sexual harassment is unacceptable in the workplace itself and in other work-related settings such as business trips and business-related social events. The following are some common examples of behaviors or situations that constitute sexual harassment:
 - 1. Oral or written sexual statements, comments, jokes, questions or innuendoes;
 - 2. Display of sexually oriented visual items such as calendars, cartoons, photos or posters;
 - 3. Assault, molestation or unwelcome physical contact such as kissing, touching, patting, pinching, brushing against or hugging;
 - 4. Requests, demands or subtle pressure for sexual activity;
 - 5. Threats or retaliation against an employee who refuses unwelcome sexual attention or sexual behavior;
 - 6. Overt promises or practices that imply preferential treatment for any employee in exchange for dates, sexual attention or sexual behavior;
 - 7. Sexual insults and suggestions including, but not limited to, lewd remarks, obscene gestures and sexually suggestive materials;
 - 8. Any conduct that ridicules, or is malicious or abusive to, an individual because of the individual's gender;
 - 9. Pressuring an employee to go out on a date;

10. Consensual "romantic" or sexual relationships between a supervisor/manager and an employee; or
 11. Asking employee questions of a sexual nature.
- F. Responsibility to Report Harassment. Any employee, who believes they are a victim of harassment because of their protected classification, should first confront the person or persons responsible for the offensive behavior and indicate that it is unwelcome and should be stopped. The employee also has an obligation to promptly report the matter to the Human Resources Director or the County Manager. These are the individuals who are authorized by this policy to receive and act upon complaints of harassment or discrimination on behalf of the County. All employees who observe, or become aware of harassment, also have an obligation to bring the matter to the attention of the Human Resources Director or County Manager, even if they are not the victim of harassment.
- G. Investigation of Complaints. It is the County's intent to provide a fair process for investigating and resolving complaints of harassment. The County will investigate all reports of alleged harassment. Information associated with the investigation will be kept confidential, to the extent possible, and consistent with the County's obligation to investigate promptly and thoroughly. All employees are required to cooperate with any investigation by the County in response to an allegation of harassment. Refusal to cooperate in an investigation may result in disciplinary action, up to and including termination.
- H. Appeal. Any affected employee dissatisfied with the conclusion or results of an investigation, or with any corrective measures taken, may appeal the decision to the County Manager. Any such appeal should be in writing and must include the nature of the employee's dissatisfaction with the conclusions or results of the investigation. Any qualifying disciplinary appeal must follow the grievance process.
- I. Protection against Retaliation. The County will not retaliate against an individual who reports sexual harassment in good faith and such retaliation in and of itself is grounds for disciplinary action, up to and including termination without prior progressive discipline. Retaliation is a serious violation of this policy and should be reported immediately.
- J. Discipline. Anyone violating this section will be subject to corrective or disciplinary action up to, and including dismissal.
- K. Unlawful harassment, including sexual harassment, of employees, or members of the public, may be cause for dismissal. If the County determines that harassment has occurred or that counseling, training, disciplinary measures or termination are appropriate, it will take appropriate measures to correct the problem following County disciplinary procedures. Serious cases of harassment constitute cause for termination without prior progressive discipline. Employees who knowingly make false allegations of sexual harassment may be subject to disciplinary action.
- L. Mandatory Training. Periodic mandatory training for all employees, including supervisors, managers and elected officials, will be provided by the County to increase knowledge of the workplace harassment policy, state and federal laws and the process for enforcing the policy.
- M. Vendors and Customers. Employees should report sexual harassment from vendors, customers, other county employees and the general public utilizing this Policy.

6.11 Performance Evaluations.

- A. Employees other than probationary employees shall be evaluated at least annually, and may be evaluated upon the following conditions:
 - 1. A change of status.
 - 2. In the event an employee is transferred under the command of another supervisor, the previous supervisor shall evaluate the employee.
 - 3. Along with a recommendation of any type of salary increase, including step increases if available.
 - 4. Demotion, suspension or corrective action.
 - 5. Any other time that a department director or immediate supervisor wishes to make the performance of an employee a matter of record.
- B. **Contents of Evaluation.** A performance evaluation shall contain an overall appraisal of the employee's performance. Forms may be provided or approved by the Human Resources Manager. All evaluations will be signed by the employee, supervisor submitting the evaluation and the Human Resources Manager.
- C. **Employee Rebuttal.** The employee may submit a written rebuttal statement to the performance evaluation that will be attached to and become a part of the performance evaluation. The rebuttal shall be submitted within ten (10) days of the evaluation.
- D. **Unsatisfactory Evaluation.** In the event a regular employee receives an overall evaluation of unsatisfactory performance, the employee shall be warned that the failure to meet reasonable performance standards of the position within a set time period, not to exceed ninety (90) days, shall result in dismissal. This process does not apply to probationary evaluation.

6.12 Fitness for Duty.

The County endeavors to provide a safe and productive work environment for the benefit of its employees and the public they serve. Employees are expected to manage their health in such a way that they can safely and effectively perform their essential job functions and to discuss with their supervisor any circumstance that may impact their ability to do so. The County may require professional evaluation of an employee's physical or mental capabilities to determine his or her ability to perform essential job functions. Such evaluations are conducted by an independent third-party, licensed health care professional and are undertaken only after careful review by Human Resources. To the extent possible, the County will protect the confidentiality of the evaluation and results.

This evaluation process is for only those situations where reliable observation indicates that the employee may not be physically or mentally able to perform the essential functions of his or her position due to a physical or mental condition. It is not intended to be a substitute for sick or medical leave request, workers' compensation claims, allegations of violence in the workplace, situations where there is an immediate threat of harm or for performance management disciplinary process.

- A. Procedures. If, by observation of an employee's behavior or by receipt of reliable information, the County has reason to believe that an employee may lack the ability to perform the essential functions of his or her position due to a physical or mental condition, the following steps will be taken:

1. The department head or elected official will provide Human Resources with detailed information regarding the reason for and circumstances leading up to the fitness-for-duty referral, including information on essential job functions, evidence of the employee's inability to perform those functions effectively, and any attempts at resolving the matter.
 2. The Human Resources Director will review the information provided in the referral, along with a current job description of the essential functions of the employee's position. If it is determined that a fitness-for-duty evaluation is necessary, the Human Resources Director or designee will notify the employee in writing.
 3. Human Resources will determine the independent, third-party, licensed health care professional who will perform the evaluation, send a written request for an evaluation to him or her, and will schedule the evaluation at the earliest opportunity.
 4. Failure on the employee's part to comply with a scheduled fitness-for-duty evaluation constitutes insubordination and will be cause for disciplinary action, including termination.
 5. All costs of the health care services performed by the health care professional as part of the evaluation will be paid by the County.
 6. If the County Manager deems it necessary, the employee may be placed on temporary, paid administrative leave until the evaluation is completed.
 7. The employee will be requested to sign a voluntary written authorization allowing the health care professional to provide certain information obtained through the evaluation to the County. If no authorization is executed, the County may nevertheless obtain a description of the functional limitations of the employee that may limit the employee's ability to perform the essential function of his or her job, but no statement of medical cause may be disclosed.
 8. Insofar as feasible, the results of the evaluation will be treated as confidential, kept in a separate file within Human Resources, and the minimum necessary information will be shared only with those who need to know the results for legitimate county business purposes.
 9. If it is determined that the employee is not able to perform the essential functions of his or her position, Human Resources will attempt to determine if there is a reasonable accommodation that will allow the employee to continue working. If an appropriate accommodation cannot be made other options will be identified and communicated to the employee as available.
 10. If it appears that any functional limitations on the employee's ability to perform the essential functions of his or her position are the result of a work-related injury, the matter will be referred to Workers Compensation for the processing of a worker's compensation claim.
 11. All actions taken in carrying out this policy will comply with state and federal laws, as well as County policies and procedures and applicable contractual provisions.
- B. Evaluation and Results. The fitness-for-duty evaluation will not be conducted for the purpose of diagnosis or treatment, but rather for the purposes of determine and employee's ability to perform the essential functions of the job. Human Resources will provide the evaluator with a description of the essential function of the employee's position prior to the evaluation. The evaluator will be asked by Human Resources to release only that information as permitted under this policy or otherwise permitted or required by law. The evaluator will be asked to complete a written report containing only the following information.

1. A conclusion regarding the determination of fitness for duty;
 2. A description of the nature and extent of any functional limitation on the employee's ability to perform his or her job;
 3. A description of the expected duration of each such functional limitation; and
 4. An opinion as to whether or not the functional limitation may be the result of a work-related injury as related by the employee; further medical examination or investigation may be necessary to determine if the functional limitation arises out of, or has been caused by, the employee's occupation.
- C. Insofar as feasible, the results of the evaluation will be treated as confidential, and will be shared only with those who need to know the results for legitimate county business purposes. However, where the employee has placed at issue his or her medical history, mental or physical condition, or treatment, the relevant information may be used and disclosed by the County in connection with such proceedings.
- D. The County Manager will make a decision regarding the employee's status, including but not limited to the employee's return to duty or removal of the employee from any duties pending treatment and re-evaluation, depending on the results of the evaluation and the recommendation of the evaluator. In certain circumstances the employee may be subject to medical disability termination pursuant to Section 5.8 of this Ordinance.

SECTION VII: BASIS FOR EMPLOYEE DISCIPLINE

7.1 Discipline. Disciplinary actions for employees are based on just cause, in order to promote the efficiency of the services rendered by the County and the operation of its respective departments and offices. Disciplinary actions will be consistent with governing laws and regulations and will be taken without regard to race, age, religion, color, national origin, ancestry, sex, sexual orientation, physical or mental handicap or medical condition. No employee will be disciplined for refusing to perform an unlawful act.

7.2 Definition of Just Cause. Just cause is defined as any conduct, action or inaction arising from or directly connected with the employee's work, which is inconsistent with the employee's obligation to the County and reflects the employee's disregard of the County's interest. Just cause includes, but is not limited to, inefficiency, incompetence, misconduct, negligence, insubordination, performance which continues to be inadequate after reasonable efforts have been made to correct the performance problems, or conviction of a felony or misdemeanor involving moral turpitude and the misdemeanor conviction directly relates to the employee's particular job, trade, or profession.

7.3 Disciplinary Action. The County Manager, elected officials, department directors and supervisors have the authority to discipline an employee under their supervision. However, only the County Manager, with the advice of the elected official, has the final authority to demote, suspend or terminate an employee for disciplinary reasons. Copies of any written disciplinary action must be furnished to the County Manager's office for placement in the employee's file, with evidence of the employee's receipt of the action.

7.4 Consultation with County Attorney. Dismissal, demotion, and suspension require consultation with the County Attorney before taking disciplinary action. Whenever such consultation is not practical because of urgency, necessary action may be taken and the situations/ circumstances reviewed with the County Attorney as soon as practical.

7.5 Progressive Discipline. An employee shall be progressively disciplined whenever warranted. All actions involving substandard work performance, leading up to and including dismissal, require documented progressive discipline. The step of corrective action used depends on the severity of the infraction and the employee's previous work record. Because of the serious nature of some infractions, the first disciplinary action may be suspension or dismissal.

7.6 Verbal Reprimand. A verbal reprimand is used for minor infractions to inform the employee that his/her actions, behavior or conduct needs to change. Supervisors will keep written notations of verbal reprimands, and will place the written notation of the verbal reprimand in the employee's personnel file. Causes for verbal reprimands include, but are not limited to:

- A. substandard or unsatisfactory work performance;
- B. repeated absence or tardiness;
- C. misconduct on the job;
- D. failure to meet and/or maintain job requirements as set forth in the job description;
- E. violation any personnel Rules, other County rules, policies, regulations or supplemental rules;
- F. violation of a professional code of ethics accepted by those in the same profession as an employee and as stated in this policy;
- G. non-cooperation by an employee with fellow employees or other personal conduct which substantially interferes with the performance of his/her or another employee's work;
- H. failure to adhere to an established work schedule;
- I. excessive personal cell phone usage; and
- J. failure to obtain authorization for overtime.

7.7 Written Reprimand. An employee shall receive a written reprimand because the deficiency or infraction is of a greater degree than that for which a verbal reprimand may be used, or if a verbal reprimand was not effective. Causes for written reprimands include, but are not limited to:

- A. the causes listed for verbal reprimands;
- B. excessive absence or tardiness;
- C. sleeping on the job;
- D. negligence in the performance of duty including negligence in the operation of County vehicles or equipment;
- E. negligence or failure to adhere to established safety rules or regulations as well as willful unsafe conduct;
- F. insubordination and failure to comply with the lawful orders of a supervisor including the refusal to accept after hours assignments;
- G. refusal to perform tasks or duties assigned or detailed in an employee's job description;
- H. unauthorized absence from work;
- I. failure to report duty injuries, accidents or vehicle collisions;
- J. failure to follow the chain of command within a department;

- K. unauthorized use or abuse of County property (e.g. phones, cell phones, computers, vehicles, equipment, etc.).
- L. being untruthful when asked about any work related activities by a supervisor;
- M. abuse of sick leave, including use of sick leave on a day for which vacation or other leave has been denied;
- N. failure to follow a departmental SOP;
- O. engaging in idle gossip; and
- P. violation of the Code of Ethics (Section 3.10).

Written reprimands for an employee's work performance or conduct shall be placed in the employee's personnel file after providing the employee with a copy of the statement. The employee will be asked to acknowledge having read the comments by signing the statement. If the employee refuses to sign, said refusal to sign shall be noted on the document by the employee's elected official or department director, and a witness shall attest in writing that the statement was presented for signature to the employee, who refused to sign. The elected official or department director's signature, witness' signature, or employee's signature indicates that the employee received the statement, but does not necessarily indicate concurrence with its content. In addition, the elected official or department director may read the letter of reprimand to the employee. The employee may respond with a written rebuttal within ten (10) days after the document was entered into the personnel file, which shall also be placed in the employee's personnel file. The placement of a written reprimand in an employee's file is not grievable.

7.8 Suspension. An employee may be suspended without pay for a single serious offense or for continued inadequate job performance or misconduct after previous attempt(s) to correct the conduct have failed. Such suspension will not exceed two-hundred forty (240) hours. Suspension of an employee is subject to the formal grievance procedures. Causes for suspension include but are not limited to:

- A. the causes listed for verbal and written reprimands;
- B. continuous documented instances of poor performance;
- C. negligent damage to property and/or person(s);
- D. physical or mental unfitness for duty;
- E. consumption or possession of alcohol or controlled substances on-duty or on County property or in County vehicles;
- F. fighting while on-duty or on County property;
- G. harassment;
- H. sexual harassment;
- I. failure to report confiscation or loss of driver's license when required as condition of employment;
- J. operation of a County vehicle or a private vehicle while on County business without a valid driver's license; and
- K. engaging in malicious gossip;
- L. being under the influence of alcohol or controlled substance including illegal drugs as well as abuse of prescription drugs. See Section 11; and,
- M. Knowingly making any false statement or omission to a supervisor regarding work-related activities.

7.9 Demotion. An employee may be demoted for continued inadequate job performance after previous attempt(s) to correct the conduct have failed, provided that there exists a lower job

position in the County and the employee is capable of performing such a job. The demotion of an eligible employee is subject to the formal grievance procedures. A demotion may require a decrease in salary, with approval of the County Manager.

7.10 Dismissal. Dismissal is the final consequence when progressive discipline has failed to change unacceptable behavior or performance, or when the employee has engaged in other behavior that is of a serious nature that is unacceptable for County employees. The dismissal of an employee is subject to the formal grievance procedures. Causes for dismissal include, but are not limited to:

- A. all causes listed for the previous disciplinary actions, if such causes continue after attempts or correction have failed;
- B. acceptance of a bribe, gratuity, gift, or kick-back;
- C. abuse of official position or authority for personal profit or advantage;
- D. theft, abuse or intentional destruction of County property, including electronic media or data;
- E. unauthorized disclosure of confidential information from County records or documents as set forth by applicable state law; falsification, destruction or unauthorized use of County records, reports, or other County data, including electronic media or data;
- F. being convicted of a felony or a misdemeanor involving moral turpitude and the criminal conviction directly relates to the particular job, trade, or profession;
- G. being convicted of a felony or a misdemeanor involving moral turpitude and the criminal conviction does not directly relate to the particular job, trade, or profession, if the County determines after investigation that the person so convicted has not been sufficiently rehabilitated to warrant the public trust.
- H. falsification of County employment application, health history forms or any other document used in the employment process;
- I. serious acts of negligence causing damage to County property, public or private property or injury to an employee or member of the public;
- J. intentional acts causing damage to County property, public or private property or injuring an employee or member of the public;
- K. conduct unbecoming an employee of the County;
- L. engaging in conduct prohibited under the County's Drug-Free Workplace Policy as provided in Section 11.4, below;
- M. insubordination or refusal to carry out reasonable directives;
- N. failure to meet standards of substance abuse rehabilitation programs;
- O. loss of license or certification necessary to legally perform the duties of the employee's position.
- P. determination of Hatch Act violation by Office of Special Counsel;
- Q. Behavior that demonstrates deliberate violations of policy, wrongful intent, evil design, or so as to reveal intentional and substantial disregard of the County's interests, or of employee's duties and obligations to the County of Cibola
- R. willful falsification of, or misrepresentation on, any work records; falsifying data or information requested by the County; forgery or inappropriate alteration of County records or other County documents (including written or audio or audio-visual media); and,
- S. action or inaction that subjects the County to civil liability.

7.11 Examples Not Inclusive. The above examples are typical of the types of infractions sometimes encountered but are not inclusive of all situations that may arise. The County reserves the right to exercise judgment and render disciplinary action or dismissal as deemed appropriate based on the circumstances of each case.

7.12 Pre-Determination (Loudermill) Hearing. Regular employees shall receive a pre-determination hearing prior to possible disciplinary action for cause or other action that may result in suspension without pay, demotion, and loss of pay, or involuntary transfer or dismissal. Prior to delivery of the written notice to the employee, the County Human Resources Director shall review the cause for such action and may require the proposed level of discipline be increased or decreased based on policy and past action. The hearing shall be held by the County Manager or his/her designee, for employees of each respective department.

7.13 Written Notice. The employee's supervisor, department director or elected official shall present the employee with written notification of their intent to conduct a pre-determination hearing at least five (5) working days in advance of the hearing date. The written notification shall explain the reasons for the hearing, the proposed discipline, the employee's right to attend the pre-determination hearing, a list of all evidence and/or witness to be introduced by the Department supporting the Department's position, the time, place and date of the pre-determination hearing and the employee's right to respond to the proposed action. The time, place and date of the pre-determination hearing can be revised upon the written agreement of the parties.

7.14 Immediate Suspension with Pay. In cases where County employees are under investigation for a terminable offence, the County Manager or in his/her absence, an appointed designee shall put the employee on administrative leave with pay until the pre-determination hearing is held and a decision is rendered. Any employee, who is placed on administrative leave pending disciplinary action, will be required to be away from their place of employment and will not be allowed to perform any job related duties or retain any County property during that time. Administrative leave pending disciplinary action shall not exceed thirty (30) calendar days, unless an extension of time is approved by the County Manager. Administrative leave with pay may also be granted by the elected official or department director, subject to the approval of the County Manager whenever circumstances warrant such leave.

7.15 Pre-Determination Hearing Procedure. The County Manager or his/her designee shall meet with the appropriate elected official or department director, and the employee if he or she chooses to participate, at the appointed time. The County Attorney may be present to assist the Hearing Officer/ County Manager but shall not advocate on behalf a County Department. Legal counsel for the employee and the department, if any, may also be present. At this hearing the employee will have an opportunity to respond to the reasons for the proposed action. Witnesses are permitted as determined relevant to the case by the County Manager or his/her designee. If an employee does not attend the pre-determination hearing and no good cause is shown for his/her absence, the hearing shall proceed as scheduled and a determination may be made.

7.16 Pre-Determination Hearing Decision. The County Manager or his/her designee will issue a decision in writing within ten (10) working days of the hearing. The decision will include the time, date and location of the meeting, persons present, and the determination. The written decision shall be either delivered to the employee (obtaining elected official or department

director and witness', or employee's, signature of receipt of the decision) or be sent to the employee by certified mail, return receipt requested.

7.17 Notice of Grievance. Within three (3) working days of receipt of the written decision, the employee must notify the Human Resources Manager or his/her designee in writing of his/her intent to pursue a grievance hearing before a Personnel Appeals Hearing Officer.

SECTION VIII: GRIEVANCE PROCEDURES

The formal grievance procedure is applicable for promotion, suspension, demotion, involuntary transfer or dismissal. A grievance shall not stay the implementation of the pre-determination hearing decision.

8.1 Conditions or Actions Not Grievable. The following matters are not grievable:

- A. disputes as to whether or not an established County practice or Rules are valid;
- B. matters in which a method of review is mandated by law;
- C. matters where the County is without authority to act or does not have the ability to provide a remedy;
- D. dismissal of temporary, casual or contract employees dismissed at any point during their employment with the County;
- E. preferences for employment, promotions, voluntary transfers, temporary assignments, and removal from temporary assignments, and layoffs;
- F. dismissal of a probationary employee prior to the expiration of the probationary period;
- G. letters of complaint when the employee's elected official or department director determines the letters are justified and appropriate to be placed in the employee's personnel file, so long as the procedure for written reprimands are followed including the employee's right to submit a rebuttal;
- H. written reprimands in the employee's file, although within ten (10) days the employee is allowed a rebuttal of the information contained in the reprimand which will be attached to the written reprimand;
- I. denial of permission for outside employment;
- J. performance evaluations;
- K. .
- L. Denial of educational rewards or tuition reimbursement funding.

8.2 Employees Not Eligible for Grievance Procedure. Unclassified, temporary, casual, probationary or contract employees are not eligible to request a grievance hearing. Additionally the following employees are not entitled to the grievance procedure: County Manager, the Assessor's Chief Deputy, the County Clerk's Chief Deputy, the County Treasurer's Chief Deputy, the Under-Sheriff, the Sheriff's Administrative Secretary and the County Fire Marshal.

8.3 Grievance Procedure. A regular employee may request, in writing, a hearing before a personnel Hearing Officer within three (3) working days of receiving the County Manager's decision resulting from the pre-disciplinary process or from other action as may be grievable under this Policy. The request will state with specificity the reason for the grievance and the remedy requested.

8.4 Appointment of Personnel Hearing Officer. Within fifteen (15) working days of the grievant's notification of intent to pursue a disciplinary hearing, the County Manager will provide the grievant with the name of the Hearing Officer.

8.5 Hearing Officer Qualifications. Hearing Officers shall be personnel professionals, be familiar with public or private personnel systems, or have pertinent experience in the fields of management, education or law. The Hearing Officer shall be disinterested in the subject matter of the hearing. The County Manager shall verify the qualifications of the hearing officer. The hearing officer is not required to reside in the County.

8.6 Grievance Hearing Schedule. The County Manager will schedule a hearing to be held within thirty (30) days of the notification that the employee wants to pursue a grievance hearing. In the event no qualified Hearing Officer is available within the thirty (30) day limit, the hearing will be held at the first opportunity. At this hearing, the grievant shall have an opportunity to present witnesses and physical evidence and cross-examine the County's witnesses before a neutral hearing officer. The grievant and the County may be represented by legal counsel.

8.7 Grievance Hearing Procedures - Rules of Procedure.

- A. The hearing will not be open to the public.
- B. The hearing officer shall:
 - 1. make rulings on procedural and substantial issues of the hearing;
 - 2. determine the admissibility of evidence and testimony, all of which must have a direct bearing on the issue before the hearing officer; and
 - 3. issue a written ruling, including findings of fact, which form the basis of the hearing officer's conclusions of law.
- C. The grievant, the grievant's legal representative, if any, and the County Attorney are required to be present at the hearing unless otherwise excused by the hearing officer or by agreement of the parties.
- D. At least five (5) working days prior to the hearing, the parties or their representatives shall prepare and provide copies of all exhibits and evidence for the hearing officer as well as the opposing party. Exhibits and evidence not supplied in the manner detailed above shall be excluded from consideration by the hearing officer.
- E. At least five (5) working days prior to the hearing, all parties must submit to the hearing officer a confidential statement identifying the issues to be heard, a witness list, and a complete list of documents to be admitted as evidence. Further, at least five (5) working days prior to the hearing, witness lists and exhibits shall be exchanged between the parties.
- F. Each party will be responsible for ensuring that their witnesses are present for the hearing.
- G. Witnesses in grievance hearings are not permitted in the hearing room until called upon to testify, unless the witness is a party (i.e., the grievant, the grievant's Elected Official or department director, the County Manager, Human Resources Manager, or County Attorney).
- H. An audio or audio-video record of all grievance hearings will be made.

8.8 Conduct of Hearing. The Grievant shall present an opening statement of issues involved in the case, followed by the County. Opening statements are limited to the pertinent issues of fact and law and shall not exceed ten minutes without the permission of the hearing officer.

8.9 Order of Presentation.

- A. The County will present first. Witnesses for the County may be called and questioned concerning their involvement in or knowledge of the case. Following each witness's testimony, the Grievant will have the opportunity to cross-examine the witness. The hearing officer will then have an opportunity to question the witness. The hearing officer shall restrict all questions to those necessary to clarify the testimony previously given. Follow up or redirect questioning will be allowed at the discretion of the hearing officer.
- B. Witnesses for the Grievant may be called and questioned concerning their involvement in or knowledge of the case. Following each witness's testimony, the County will have the opportunity to cross-examine the witness. The hearing officer will then have an opportunity to question the witness. The hearing officer shall restrict all questions to those necessary to clarify the testimony previously given. Follow up or redirect questioning will be allowed at the discretion of the hearing officer.
- C. Following the presentation of the County's and the Grievant's positions, rebuttals may be offered. Such testimony shall be brief and shall address only the issues brought forth in the County's or Grievant's presentation.
- D. The County's closing statement shall be presented followed by the Grievant's closing statement. These statements shall not exceed ten (10) minutes without the permission of the hearing officer and shall contain a request for the desired outcome.

8.10 Communication of Hearing Officer's Decision. The hearing officer's decision will be issued within thirty (30) working days of the hearing and will be signed by the hearing officer, and transmitted to the grievant, the County Manager and elected official/department director. The hearing officer may uphold, modify or reverse the decision of the County Manager, and may reinstate the employee and award back pay and benefits. No attorney's fees, costs or other damages may be awarded. The standard of proof in a grievance hearing is a preponderance of the evidence. The record of the proceedings will be retained by the County Manager's office for a period of not less than five (5) years from the hearing date along with all of the physical evidence admitted by the hearing officer. The verbal record may be transcribed only in the case of appeal to the District Court by one of the parties. The party requesting the transcription shall pay for the transcription.

8.11 Appeal of Hearing Officer's Decision. Either party may appeal the hearing officer's decision to the District Court by filing with the District Court and the Human Resources Manager a Notice of Appeal within thirty (30) calendar days of the Hearing Officer's decision. A party may cross-appeal within thirty (30) days of the date another party files a Notice of Appeal. Both parties shall be forever estopped from appealing the Hearing Officer's decision after thirty (30) calendar days from the Hearing Officer's decision if no Notice of Appeal is timely-filed.

- A. These Rules, if certified to be complete by the County Clerk, and in effect at the material times, may be included in the record on appeal at the request of any one of the respective parties at any time before forwarding the record to the District Court.
- B. The appeal shall be one of review of the record (transcript) along with all the exhibits as admitted. No trial de novo will be accorded.

SECTION IX: COMPENSATION & BENEFIT PROGRAM

9.1 Purpose. The purpose of the compensation plan is to establish equitable compensation for all positions in the County. Such a plan may establish a salary schedule containing a minimum and maximum wage or salary for each position. Pay ranges are intended to furnish administrative flexibility. However, all wages and salaries are approved by the Board during the budget process or otherwise. The Board has sole authority to budget and authorize wage and salary increases. The Board acknowledges all changes in compensation and may set pay schedules and Rules regarding any raises and promotional increases for the entire fiscal year for all County employees.

9.2 Hours of Work. Employees will work their scheduled hours pursuant to work schedules established by their department director or elected official. Full-time employees will work a minimum of forty (40) hours per week. Actual work periods may fluctuate at the discretion of the department director or elected official, with approval of the County Manager. Part-time employees are scheduled to work pursuant to scheduling set forth by their supervisors, the department director or elected official.

9.3 Overtime Pay. Only FLSA non-exempt employees shall be compensated for all time actually worked, whether or not the time is authorized. Failure to obtain authorization for overtime shall result in disciplinary action, up to and including dismissal. The rate shall be one and one-half (1½) times regular pay for each hour of overtime. Only actual time worked will be used to calculate overtime; holiday, annual, sick and other leave hours shall not be considered actual working hours. Holiday, annual, sick and other leave hours shall not be considered actual working hours.

- A. Regular employees: such payment shall be made only in cases when an FLSA non-exempt employee works over forty (40) “actual hours” in a normal work week.
- B. Law Enforcement and Detention Personnel: An FLSA non-exempt, law enforcement or detention employee shall be paid overtime according to FLSA regulations in excess of eighty-six (86) hours per pay period permitted by 29 U.S.C. Section 207(k).

9.4 Consistency with Fair Labor Standards Act. The provisions of Section 9.3 are subject to change or revision by the Fair Labor Standards Act and any federal regulation or revision thereof.

9.5 P.E.R.A. Benefits. All County employees, with the exception of those employees, who are subject to exclusion under P.E.R.A. rules, are required to join the Public Employees Retirement Association of New Mexico (P.E.R.A.).

9.6 Insurance Benefits. The County offers group insurance benefits to all employees as long as the employee is scheduled to work at least twenty (20) hours per week and whose term of employment when hired is for six or more months. Independent contractors are not eligible under the County benefit plan. Insurance plans may be changed at the discretion of the Board or the insurance carrier.

9.7 Fringe Benefits. The County will follow the Internal Revenue Service’s rules with regard to fringe benefits. Taxable fringe benefits will be included on the employee’s W-2 form. (Examples of fringe benefits are: uniforms, uniform allowances, vehicle usage, County cell phones, etc.) If

an employee has a question regarding what constitutes a fringe benefit and how that may affect him/her, the employee should contact the Human Resources Manager. Vehicles assigned as take-home vehicles must be properly identified with a logo as Cibola County vehicles.

9.8 Compensatory Time. The use of Compensatory Time is strongly discouraged and may only be awarded in accordance with the County's Compensatory Time policy.

- C. Compensatory time in lieu of cash compensation may only be given if there is no remaining overtime in the County Department's budget and shall be authorized only under emergency circumstances which call for immediate action or in special situations required by the nature of the operation or the status of the activity.
- D. Compensatory time in lieu of cash compensation may be given only if there is a current agreement entered into voluntarily between the employee, department head/elected official and the County Manager.
- E. The employee must have entered into this agreement before compensatory overtime work is performed. *(All requests must be made on the official county form attached to this policy and all lines must be completed)*
- F. Compensatory time off for FLSA non-exempt employees shall be at a rate equal to one and one-half (1.5) hours for each hour of employment for which overtime compensation is required. However, if the additional hours worked would not qualify as overtime (i.e. leave was taken during the work week), but the employee takes time off in lieu of payment such compensatory time would be accrued at the straight time rate.
- G. If compensatory time is authorized under this policy, it is the responsibility of that employee's department head to make every reasonable effort to schedule that employee time off during the same pay period so the employee does not work over a forty (40) hour work week so that compensatory time will accrue as straight time pursuant to section 5 above.
- H. The FLSA-covered employee who has accrued compensatory time off, and who has requested the use of compensatory time, shall be permitted to use the time within a reasonable period after making the request, if the use of compensatory time does not unduly disrupt the operations of the County as determined by the employee's supervisor.
- I. After accrual of 80 hours of compensatory time, any overtime worked must be paid. If compensation is paid to an employee for accrued compensatory time, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives such a payment.
- J. A department head shall make every reasonable effort to schedule time off, for an employee to use accrued compensatory time, before June 30 of each year. Any accrued compensatory time off not used by an employee by June 30 shall be paid, to the employee two (2) weeks from the date the County's next fiscal year budget is approved by the New Mexico Department of Finance Administration, at the regular rate earned by the employee at the time the employee receives such a payment.

SECTION X: LEAVE AND HOLIDAYS

10.1 Holidays

- A. The County Commission shall approve holidays at their discretion during the first meeting in January of each year, for the calendar year. All employees, except temporary

and casual employees, are eligible for holiday pay. Holiday pay is equal to an employee's basic hourly rate of pay.

- B. **Holiday Pay.** A paid holiday means up to eight (8) hours paid compensation for time off in recognition of each designated County Holiday. Under no circumstances shall holiday pay exceed 8 hours. Part time employees are eligible to receive an amount of holiday pay in direct correlation to their standard or average hours of work compared to a 40-hour work week.
- C. Employees taking authorized leave with pay during a holiday shall not be charged for leave time during that holiday. Employees scheduled to work on a holiday who call in sick will not be paid holiday pay and the time will be charged against their sick leave accrual. An employee who is on leave without pay or absent without leave shall not be paid for the holiday.

10.2 Personal Holiday Leave. All regular employees who have completed the probationary period will have an eight (8) hour personal holiday each calendar year in addition to the regular holiday schedule. The personal holiday may be taken at any time, upon approval by the employee's supervisor. The entire eight (8) hours must be taken when requesting personal holiday leave. Personal holiday time may not be taken in hourly increments. Personal holiday leave shall not carry over beyond the current calendar year.

10.3 Annual Leave with Pay. Annual leave may not be used before it is accrued and must be approved with at least seven (7) days or more notice by the employee's supervisor prior to being taken. Employees accrue annual leave with pay in accordance with the following schedule, based upon continuous length of County service:

Table 10.1

Full Years of Service	Annual Hours Accrued and Per Pay Period
Less than 5	3.08
6-10	4.62
11-15	6.15
16-and up	7.75

10.4 Accrual Limitation. Total number of accrued annual leave hours shall not exceed a maximum of 280 hours up to 20 years of employment. Employees with 21 years or more of service shall not exceed a maximum of 320. Any annual leave above and beyond the maximum hours will be forfeited

10.5 Separation from Service or Change in Service Pay. Employees shall be paid for all accrued annual leave upon separation from county service. Upon change from FLSA non-exempt to FLSA exempt status, employees shall be paid a lump sum for the unused portion of their accrued annual leave at their non-exempt rate of pay.

10.7 Shared Leave Policy. Cibola County employees are permitted to donate or receive annual or personal leave for county employees with severe or extraordinary illnesses, or to provide care

for relatives or household members with severe or extraordinary illnesses. Employees may not donate leave if the donation would reduce the employee's leave balance below 80 hours. Requests to receive shared leave require County Manager approval. A certificate of illness or injury will be required from a physician in order to qualify to use donated hours. Under no circumstances, including termination, can these donated hours be converted into cash.

10.8 Annual Sick Leave with Pay. Employees shall accrue a maximum of 80.08 hours of sick leave with pay annually. Part-time employees accrue sick leave at the rate prorated rate. Casual and temporary employees do not accrue sick leave.

A. Sick leave shall be authorized by the employee's supervisor, when such leave is requested, when an employee is unable to perform normal job duties due to medical considerations such as, but not limited to, the following: illness, injury, prearranged medical or dental examination, quarantine, therapy, counseling, treatment, or when a member of the employee's immediate family is ill and requires the personal attention of the employee.

B. A maximum of six hundred (600) hours of sick leave shall be accrued and any sick leave above and beyond the six hundred (600) hours will be forfeited. Upon separation or retirement of an employee who has served five (5) or more years, the County shall pay the employee a sum equal to fifty percent (50%) of the value of his accumulated and unused sick leave, based on his/her average rate of pay for the preceding twelve (12) months.

10.9 Sick Leave Authorization. Sick leave may not be used before it is accrued and must be authorized or denied according to County policy. Unless otherwise prescribed by separate department policy, the following procedures shall apply:

- A. Reporting Sick Leave. For shift scheduled employees: sick leave shall be reported as soon as possible but no later than one (1) hour prior to the employee's work shift unless the nature of the illness or injury requires extended leave, certified by the employee's physician, and of which the employee's supervisor is notified. For all other employees: sick leave shall be reported as soon as possible, but no later than thirty (30) minutes following the start of their normal work day.
- B. Sick leave shall be requested on the prescribed form and the approval or disapproval must be in writing. If an employee uses any falsehood to support a request for leave, any leave authorized may be rescinded and the employee may be subject to disciplinary action. Leave may be granted contingent upon the employee presenting sufficient justification.

10.10 Use of Sick Leave During Probationary Period. Probationary employees accrue sick leave as set forth in 6.1 D and may use sick leave if accrued.

10.11 Certification of Illness for Sick Leave. A physician's written certification may be required prior to receipt of sick leave pay at the discretion of the County Manager or if the employee is absent for more than three (3) days. Employees will not be paid holiday pay if they take off the day before or after the holiday absent a written physician's certification.

10.13 Bereavement Leave. In the event of a death in the employee's immediate family, he or she will be entitled to bereavement leave. Up to three (3) days may be granted for an employee

to attend the funeral of a member of his/her immediate family. These days will be charged against an employee's accrued sick leave. An obituary, or other acceptable supporting documents, must be provided to receive bereavement leave.

10.14 Family Medical Leave

- A. The County provides family medical leave of absence without pay to eligible employees who wish to take time off from work duties to fulfill family obligations relating directly to the birth or adoption of a child or the illness of a child, spouse, domestic partner, parent or the employee themselves. Regular full-time and part-time employees are eligible to request family leave as described in these Rules.
- B. Eligible employees are allowed family/medical leave according to provisions of the Family Medical Leave Act (FMLA). As soon as an eligible employee becomes aware of the need for a family medical leave of absence, the employee shall request leave from their supervisor. Employees requesting family medical leave related to the illness of a child, spouse, domestic partner, parent or the employee themselves shall be required to provide a healthcare provider's certification of employee/family member's serious health condition. Eligible employees who do not request family medical leave in advance of a qualifying event will automatically be placed on family medical leave as soon as it is determined by the Human Resources Director that their leave qualifies for protections under FMLA.
- C. The County may require an employee to submit to a fitness for duty return to work exam when the need for FMLA leave is based on the employee's own serious health condition that may affect the essential functions of the employee's job. The County must notify the employee of this requirement at the beginning of the leave.
- D. Eligible employees are allowed up to twelve (12) weeks of family medical leave or up to twenty-six (26) weeks of leave, in a single 12-month period, to care for a covered service member recovering from a serious injury or illness incurred in the line of duty on active duty. Eligibility for leave will be determined on a twelve (12) month rolling-back calendar. The employee will be required to take any available annual or sick leave as part of the approved period of leave. If the family medical leave is unpaid, the employee is subject to all rules pertaining to leave without pay, section 10.20.
- E. Subject to the terms, conditions and limitations of the applicable plans, the County will continue to provide health insurance benefits for the full period of the approved family/medical leave, subject to all rules pertaining to leave without pay, Section 10.20.
- F. When family medical leave ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee qualifies. The County guarantees reinstatement to all eligible employees who are not key employees. If the employee fails to return to work or contact their supervisor on or before their expected date of return, the County will assume that the employee has abandoned their job. The following appointed positions as listed in the Personnel Policy ordinance are key employees within the County and may or may not be eligible to take family medical leave:
 - 1. County Manager
 - 2. Under-Sheriff
 - 3. Deputy Assessor
 - 4. Deputy Clerk
 - 5. Deputy Treasurer
 - 6. Sheriff's Administrative Secretary

- G. According to FMLA, key employees are not guaranteed reinstatement; however, the Board (for contract and unclassified employees), and a department director or elected official may authorize reinstatement, as appropriate subject to approval by the County Manager.

10.15 Workers' Compensation Program. [§§52-5-1 et. seq., NMSA 1978]

- A. The County provides a comprehensive worker's compensation insurance program at no cost to employees. This program covers any injury or anyone suffering from occupational diseases sustained in the course of employment as approved by the insurance carrier. Subject to applicable legal requirements, Workers' Compensation insurance provides benefits after a short waiting period, or if the employee is hospitalized immediately.
- B. Employees who sustain work-related injuries or occupational diseases must inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible. A "First Report of Injury" shall be filed with the Human Resources Manager following the work-related injury. The report shall be signed by the employee and the employee's supervisor. In addition, the supervisor's "Accident Investigating Report" will be filed on the following work day. All accidents shall be reported, however minor.
- C. Neither the County nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, athletic activity, or similar events off-duty.
- D. Subject to the terms, conditions and limitations of the applicable plans, the County will continue to provide health insurance benefits while the employee is receiving worker's compensation benefits, subject to the provisions of Section 10.16 C. Eligible employees will automatically be placed on family/medical leave as soon as the Human Resources Manager determines that their leave qualifies for protection under the Act.

10.16 On-The-Job Injury Leave. An employee injured on the job may use accrued sick leave until exhausted and then the use of annual leave is permissible for each regularly scheduled working day after the injury occurs for all such days that are not paid by Workers' Compensation Insurance. If the employee is on worker's compensation time for more than four (4) weeks, and is entitled to compensation for the first seven (7) days and has used accrued leave for the first seven (7) days of injury, the workers' compensation payments received for all such days shall be paid directly to the County by the workers' compensation carrier. In the event an employee uses accrued leave, in lieu of workers' compensation, the leave used shall be re-credited to the employee upon the County's receipt of the reimbursement by the Workers' Compensation carrier after the expiration of the statutory waiting period.

10.17 Voting Leave. For purposes of national, state or local election, an employee who is registered to vote will be granted up to two (2) hours paid leave for voting, between the time of opening and the time of closing of polls. The employee's supervisor may specify the hours for the leave. This leave will not be granted to any employee whose work day begins more than two (2) hours subsequent to the time of the opening of the polls, or ends more than three (3) hours before the closing of the polls.

10.18 Court Service Leave with Pay. Pay for jury duty shall be authorized only for those days that the employee is scheduled to work. If excused by the court during a working day, the employee shall return to work. Employees serving as jurors shall file for jury pay and turn in any pay received to the County. Any jury duty worked beyond their regular work hours shall be refunded back to the employee.

A. Procedures for Jury Duty Time:

1. Juror Service Verification form from the Court must be attached to the Leave Request Form.
2. Reconciliation of time by Payroll will include matching Jury Hours Summary Sheet received by the Court to time sheet, leave form and Juror Service Verification form.

B. Court Appearance Time. When required by County duties and subpoenaed to appear before a Court, personnel Hearing Officer, public body or the Board for the purpose of testifying in regard to County matters, the employee will be compensated as regular work time.

10.19 Leave Without Pay. The department director or elected official, with the approval of the County Manager, may grant an employee leave without pay for a period not to exceed six (6) months, when the department director or elected official deems that such leave without pay is in the best interest of the County. Reasons for such leave may include, but are not limited to, medical disability, pregnancy, birth or adoption of a child, and the need to care for a family member. Leave without pay is subject to the following conditions:

- A. Re-employment upon Return. If an employee returns to work within three (3) months, the employee will be returned to the same position. If the employee is on leave without pay for more than three (3) months but less than six (6) months, the County will attempt to return an employee to the same or similar position for which the employee is qualified. The position of an employee on leave without pay for more than three (3) months shall not be guaranteed. If there is not a position for the employee at the end of six (6) months, the employee shall be dismissed.
- B. Physician's Certificate. Leave without pay requested due to medical reasons or pregnancy-related purposes must be accompanied by a physician's written statement indicating the estimated time disability or recommended time for post-natal leave. An employee returning to work from leave without pay due to medical or pregnancy-related reasons must be released by the employee's physician to return to work.
- C. Temporary Filling of Position. Temporary employees may be hired to fill vacancies created by an employee who is on leave without pay.
- D. Benefits at Employee's Expense. An employee on leave without pay does not accrue leave or County benefits. The employee wishing to continue receiving insurance benefits may do so at the employee's expense by submitting the employee's and the county's share of the premium to the Human Resources Manager on or before the regular pay day.
- E. Failure to Report Timely. Failure on the part of the employee to report to work immediately to the assigned shift following the last day of the request, upon the expiration of approved leave without pay, shall be subject to disciplinary action.

10.20 Life Threatening Illnesses in the Workplace. Employees with life-threatening illnesses, such as cancer, heart disease, and AIDS, often wish to continue their normal pursuits, including work, to the extent allowed by their condition. The County supports these endeavors as long as

employees are able to meet acceptable performance standards. As in the case of other disabilities, the County will make reasonable accommodations in accordance with all legal requirements, to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs.

- A. Medical information on individual employees is treated confidentially. The County will take reasonable precautions to protect such information from inappropriate disclosure. Management, as well as other employees, has a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to corrective or disciplinary action up to and including dismissal of employment.
- B. The Health Insurance Probability and Accountability Act (HIPAA) and the Americans with Disabilities Act (ADA) require the County to maintain the privacy of protected health information. A copy of the County's HIPAA Notice of Privacy Practices can be obtained from the Human Resources Manager's office.

10.21 Inclement Weather. The County Manager may close offices, authorize late reporting or early release due to inclement weather, and all employees will be compensated for normal work hours as administrative leave with pay and shown on a Leave Report Form. Inclement weather leave with pay will not exceed eight (8) hours in one work day.

10.22 Leave For Unforeseen Circumstances. The County Manager may close individual offices, authorize late reporting or early release due to unforeseen conditions beyond the County's control that prevent the employees from performing their duties as administrative leave with pay and shown on a Leave Report Form.

10.23 Military Leave.

- A. The Uniformed Services Employment and Reemployment Rights Act (USERRA) protects the job and benefits, for up to five years (or more in some cases), of a service member who must leave his or her civilian job because of military orders to report for training or active duty, voluntary or involuntary, in peacetime or wartime.
- B. Military Leave for Reserve or National Guard Activities (§ 20-1-1 NMSA 1978). USERRA requires service members, or a responsible representative of the military unit, to provide advance written or verbal notice to their employers for all military duty unless giving notice is impossible, unreasonable, or precluded by military necessity. Paid Military leave is granted for authorized reserve or National Guard activities for a maximum of fifteen (15) working days with pay during a one (1) year period based on the federal government's fiscal year from October 1 to September 30. Military leave must be requested twenty (20) working days in advance, unless a national or state emergency exists and an immediate call-up is initiated in which case notice as soon as possible is required. The employee must furnish proof of duty orders or other documentation prior to leave being granted unless the leave is for emergency purposes.
- C. Extended Unpaid Military Leave. Employees voluntarily or involuntarily serving on active duty for more than fifteen (15) working days may use accrued annual leave. When military leave has been exhausted, employees have the option of being placed on leave without pay (LWOP) or using accrued leave. Employees may use all of their annual leave on consecutive days or use up to twenty-seven (27) hours per pay period in order to maintain their group insurance benefits. Employees who exhaust their annual leave shall

then be placed on LWOP for the remainder of time they are on active duty. Employees shall not receive pay or accrue leave while on LWOP. Employees wanting to maintain insurance benefits while on military duty will be required to pay the employee's share of their premium.

- D. Service members are entitled to return to their County job and receive pay raises, promotions, pension credit and other seniority benefits as if you had been continually employed, provided certain eligibility criteria are met. Protection under the USERRA applies if:
1. The job the employee left was for more than a brief, non-recurrent period, with no reasonable expectation that such employment would continue indefinitely or for a significant period.
 2. The employee left this job for the purpose of entering active duty.
 3. The employee is discharged under honorable conditions.

AND

4. The employee applied for reemployment within the applicable time limit.

E. If these criteria are met, the USERRA provides the following protections:

1. The employee is entitled to return to the prior position with the same seniority, benefits, pay, and, additionally, any promotion or raise which could have been reasonably expected if the employee had remained continuously on the civilian job.
2. The County is required to offer disabled veterans the "nearest approximation" of the job the service member could have reasonably expected with continuous employment.
3. Service members are protected from being discharged for the protected time period allotted by USERRA according to the time served on active duty, unless the County proves misconduct or violation of policies.
4. To be re-employed in the same position, the employee's return to work must occur within the following guidelines:
 - i. For a service period of 1-30 days, the employee must report to work immediately by the first regularly scheduled work day;
 - ii. For a service period of 31-180 days, the employee must make application for re-employment within 14 calendar days after he/she is relieved from training or duty;
 - iii. For a service period of 181 days or more, the employee must make application for re-employment ninety (90) calendar days after he/she is relieved from training or duty;
 - iv. An employee who is released from hospitalization of a service-related injury, continuing after discharge for a period of not more than one (1) year, must make application for re-employment ninety (90) calendar days after he/she is relieved from training or duty.

F. Employees may qualify for up to twelve (12) weeks of leave for certain qualifying exigencies arising out of a covered military member's active duty status, or notification

of an impending call or order to active duty status, in support of a contingency operation under the FMLA.

10.24 Light Duty Return-To-Work. Employees who are on leave due to an injury or illness may be eligible to return to work on light duty status after their physician certifies their fitness to do so. The department director or elected official and the Human Resources Manager will determine if there is a position or duties suitable for an employee to perform light duty work. The County retains full discretion as to whether or not an employee is eligible for light duty status.

- A. **Coordination with Attending Physician.** An employee on leave due to a work-related disability can return to work only when the County receives the attending physician's written medical release authorizing such return. The Human Resources Manager is responsible for providing the physician with a copy of the employee's job description, copies of job descriptions for potential restricted duty assignments, and written information explaining the County's return-to-work program.
- B. **Return-to-Work Options.** Arrangements to facilitate an employee's early return to work are made in consultation with the employee's attending physician and/or other qualified medical professionals retained by the County or its insurance carrier. The following options will be explored:
 - 1. **Return to prior position.** An employee is offered the opportunity to return to his or her prior position if the attending physician certifies that the employee can perform the essential functions of the job with or without reasonable accommodations. The Human Resources Manager or his/her designee is responsible for working with the employee's supervisor and attending physician (and third-party consultants, as necessary) to provide any reasonable accommodations.
 - 2. **Restricted duty.** Any employees who are not yet able to return to their former duties are offered, subject to the restrictions set out in Section 5.2 of these Rules, a temporary restricted duty assignment that has been approved by the employee's attending physician. The Human Resources Manager is responsible for working with the employee's supervisor, and the employee's attending physician to develop and implement the restricted duty assignment. The assignment can consist of the employee's regular job, with reduced working hours or reduced activities, or an alternative restricted duty position.
- C. **Limitations on Restricted-Duty Assignments.** The following limitations apply to restricted duty assignments:
 - 1. **No guarantee of work.** As provided in Section 5.9 of these Rules, the County will endeavor to return employees to gainful employment as soon as possible by exploring possible restricted duty assignments. However, the County does not guarantee the availability of restricted duty work.
 - 2. **Pay rates and Workers' Compensation benefits.** Employees on restricted duty are not guaranteed the rate of pay they received for the position they held at the time they sustained their work-related injury or illness. The pay rate for a restricted-duty assignment is based on the knowledge, skills, and abilities required for the job as well as general market conditions. Employees who return to work before they have reached maximum medical improvement (MMI) may be eligible for temporary partial disability benefits under the state Workers' Compensation program, if they earn less than they earned in the position held at the time they sustained the work-related accident or illness. Employees in restricted duty

positions are not permitted to supplement their workers' compensation benefits by using their accrued annual, personal, or medical/sick leave.

3. Four (4) week limit. Restricted duty assignments are temporary arrangements intended to complement and facilitate the healing process. Restricted-duty assignments cannot exceed four (4) weeks without approval from the department director or elected official and approved by the County Manager.
- D. Employee Refusal of Work/Training. In the event that an employee refuses to return to regular or restricted duties in response to a written, bona fide offer of employment by the County sent via certified mail, the employee is separated from the County and his/her position will be filled permanently (NOTE: An exception to this rule applies in the case of employees who have not yet exhausted their FMLA leave entitlement, refer to subsection F.).

A written offer of employment shall be on a form promulgated by the County Manager and must clearly state:

1. The position offered and the duties of the position;
 2. The County's agreement to any limitations or conditions set out in the attending physician's certification of the employee's fitness to return to work;
 3. The job's essential functions; and
 4. The job's start date, wage, working hours, supervisor and location;
 5. Length of assignment and required training.
- E. Coordination with FMLA. Nothing in these Rules should be construed as denying employees their rights under the FMLA or any other federal or state law.
- F. It is the County's policy to designate an employee's absence from work due to a work-related injury or illness as FMLA leave to the extent allowed by federal law. Employees entitled to FMLA leave can voluntarily accept restricted duty assignments while they are recuperating, but they cannot be required to do so. Employees who lose their workers' compensation benefits as a result of declining a restricted duty assignment are required to substitute any available paid leave, such as accrued annual, personal, or medical/sick leave, for unpaid FMLA leave.
- G. Until employees have exhausted their twelve (12) week FMLA entitlement, they have the right to be reinstated to their original job or an equivalent job providing they are able to perform the job's essential functions.

10.25 Change in Salaried / FLSA Status

- A. Upon change from FLSA non-exempt to FLSA exempt status, employees shall be paid a lump sum for the unused portion of their accrued compensatory leave, overtime, sick leave, per section 10.8, and vacation leave.
- B. The lump sum payment shall be calculated based on the non-exempt salary rate.
- C. Upon change from non-exempt to exempt status and transfer to a new department, employees shall be paid the lump sum for the unused portion of their accrued compensatory leave by their previous department.
- D. If an employee's change in status is contingent upon a 90 day trial period, pursuant to section 5.2 of this Ordinance, the lump sum payment shall not be made until successful completion of the trial period.

SECTION XI: SUBSTANCE ABUSE POLICY

11.0 Purpose

- A. The Cibola County Commission has adopted this employee substance abuse policy and a drug and alcohol testing policy for the County of Cibola, Sheriff's Department, Road Department, Detention Center Department, Solid Waste Department and all other safety sensitive employees. A safety sensitive employee is an employee who performs duties for the County of Cibola which have safety ramifications for themselves, fellow employees and the general public. These positions may include but are not limited to employees who operate equipment/vehicles, have access to confidential information and/or receive calls for public service.
- B. The purpose of this policy is to assure worker fitness for duty and to protect our employees and the public from the risks posed by the misuse of alcohol, the use of prohibited drugs and the misuse of legal drugs. The County is concerned only with those situations where use of alcohol and other drugs seriously interferes with any employee's health, his job performance and adversely affects the job performance of other employees or is considered to be so serious as to be detrimental to the County's operations and the safety of himself/herself and others. There is no intent to intrude upon the private lives of employees.

11.1 Safety Sensitive Employees. This policy applies to all safety-sensitive positions within the County of Cibola. All safety sensitive employees for the County of Cibola are covered by this policy. Adherence to this testing policy is a condition of employment for all safety-sensitive positions. Safety-sensitive functions refer to any functions contained within an employee's realm of responsibilities that have an impact upon the safety and general welfare of the public. It has been determined by the County of Cibola that there are positions within the County of Cibola, which are of a safety sensitive nature and as such, create the need for compliance with this policy.

11.2 Policy. The County of Cibola is dedicated to providing safe, dependable and economical services to our public. County of Cibola employees are our most valuable resource and it is our goal to provide a healthy, satisfying working environment, which promotes personal opportunities for growth. In meeting these goals, it is our policy to (1) assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner; (2) create a workplace environment free from the adverse effects of drug abuse and alcohol misuse; (3) prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances; and (4) to encourage employees to seek professional assistance anytime personal problems, including alcohol or drug dependency, adversely affect their ability to perform their assigned duties.

- A. All safety-sensitive employees will receive training on the effects and consequences of prohibited drug or alcohol use on personal health, safety and the work environment, and the signs and symptoms which may indicate prohibited drug or alcohol use. The County will schedule mandatory classes but it is ultimately the responsibility of the employee to attend a class provided for by the County.
- B. All department heads and supervisors designated to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol/drug testing will

receive training on the physical, behavioral, speech and performance indicators of probable prohibited drug or alcohol misuse.

11.3 Prohibited Substances. “Prohibited substances” addressed by this policy include the following:

- A. Illegally used controlled substances or drugs. Includes, but is not limited to: marijuana, amphetamines, methamphetamines, opiates, phencyclidine (PCP), and cocaine, as well as drugs not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. The collection agency shall adhere to all requirements outlined in 49 CFR, Part 40 DOT Guidelines in determining what constitutes a positive test.
- B. Legal Drugs. The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected shall be reported by the employee to supervisory personnel and medical advice shall be sought by both the employee and supervisor, as appropriate, before performing safety-sensitive functions. A legally prescribed drug means that an individual has a prescription or other written approval from a physician for the use of a drug in the course of medical treatment. It must include the patient’s name, the name of the substance, quantity/amount to be taken, frequency and the period of authorization. The misuse or abuse of legal drugs while performing official business is prohibited.
- C. Alcohol. The use of beverages or medications containing alcohol, subject to Paragraph 11.3(B) above.

11.4 Prohibited Conduct

- A. Manufacture, Trafficking, Possession, and Use. Employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or sale of prohibited substances while on duty on County premises, or in County vehicles. Law enforcement shall be notified, as appropriate, where criminal activity is suspected.
- B. Intoxication/Under the Influence. Any safety-sensitive employee who fails a drug test or has a breath alcohol concentration of 0.04 or greater shall be removed from their safety-sensitive position and referred to an SAP (substance abuse professional). A safety sensitive employee with a breath alcohol concentration of 0.02 or greater, but less than 0.04 shall be immediately removed from their safety-sensitive position for a minimum of 8 hours or until they can pass an alcohol test with a BAC of less than 0.02. If a breath analyzer is unavailable, testing will be conducted via blood test.
- C. Alcohol Use. No safety-sensitive employee should report for duty or remain on duty when his/her ability to perform assigned safety-sensitive functions is adversely affected by alcohol or when his/her breath alcohol concentration is 0.04 or greater. No safety-sensitive employee shall use alcohol while on duty, or while performing a safety-sensitive function. No safety-sensitive employee shall use alcohol within four hours of reporting for duty; or during the hours that they are scheduled on call; or up to eight hours following an accident or until tested; or anytime during a period when that employee may have to perform safety-sensitive functions. Employees, who are not scheduled on call, shall upon being notified to report to duty, acknowledge alcohol use and their inability to perform his/her safety-sensitive function and shall be excused from

doing so without further consequences. No County employee under the age of 21 shall have a breath alcohol concentration of .02 or greater at any time while performing duties for the County. Violation of these provisions is prohibited and punishable by termination.

- D. Compliance with Testing Requirements. All safety-sensitive employees shall be subject to urine drug testing and breath alcohol testing. Refusal to comply with a request for testing, refusal to sign the drug testing chain of custody form, refusal to sign Step #2 on the alcohol breath testing form, inability to provide sufficient quantities of breath or urine to be tested without a valid medical explanation, tampering with or attempting to adulterate the specimen or collection procedure or not reporting to the collection site in the time allotted, shall constitute a verified positive test result.

11.5 Testing Which Results In a Dilute Specimen

A. Definitions:

Dilute Drug Screen – A drug screen which is identified by the testing lab as an irregular specimen pertaining to the specimen’s specific gravity and creatinine concentration. (The irregularity in specific gravity minimizes the reliability of the testing procedure and therefore reduces the reliability in the results.)

Primary Test – A test which is conducted under Sections 11.10, 11.11 or 11.12.

Monitored Tests – The County of Cibola will offer all employees who are required to take a second level test the opportunity to have the test monitored by a supervisor.

B. Dilute Drug Screen Procedure:

A dilute drug screen for Sheriff Department, Road Department, Detention Center Department and all other safety sensitive County employees who are covered by this policy will be handled as follows:

1. Primary Test:

Identified as Dilute

- a. The employee shall enter into a re-entry contract as defined in Section 11.17 and 11.18 or
 - b. If the employee’s physician certifies in writing that there is a valid medical cause for the dilute result, unrelated to illegal drug use or prescription drug abuse, the employee may submit to a hair sample test, at the County’s expense, to contest the results.
 - c. The employee without a physician’s certification, may submit to a hair sample test to contest the results if the employee pays, in advance, for the cost of the test.
2. Second Level Test (test for re-entry purposes or follow-up tests defined within a re-entry contract):

- a. Monitored Dilute – The County will accept the test results as provided by the lab (a test will be monitored only at the request of the employee)
 - b. Unmonitored Dilute – Shall result in termination as stated in the re-entry contract.
- C. Dilute Specimen Test for Employment Applicants: Any applicant for employment with Cibola County whose pre-employment drug and alcohol screen test is identified as dilute, shall not be eligible for employment and is precluded from re-application for employment for:
1. a period of six (6) months from the date of the test or
 2. The applicant may submit to a hair sample test to contest the results if the applicant pays, in advance, for the cost of the test. In the event the hair sample test results are negative, the applicant will be eligible for immediate hire.
 3. If the employee’s physician certifies in writing that there is a valid medical cause for the dilute result, unrelated to illegal drug use or prescription drug abuse, the employee may submit to a hair sample test to contest the results.

11.6 Treatment Requirements. All employees are encouraged to make use of the available resources for treatment for alcohol misuse and illegal drug use problems. Under certain circumstances, employees may be required to undergo treatment for substance abuse or alcohol misuse. Any employee who refuses or fails to comply with County of Cibola requirements for treatment, after care, or return to duty will be subject to termination. The cost of any treatment or rehabilitation services will be paid for directly by the employee or their insurance provider. Employees will be allowed to take accumulated sick leave and vacation leave to participate in the prescribed rehabilitation program.

11.7 Proper Application of the Policy. The County of Cibola is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, department heads/supervisors are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any department head/supervisor who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, will be subject to disciplinary action, up to and including termination.

11.8 Testing Procedures.

- A. All safety-sensitive employees of the County of Cibola shall be subject to drug (urine) and alcohol testing for reasonable suspicion, return to duty, follow-up or random and may be subjected to testing following an accident. Follow-up testing will be conducted for a period of one to five years, with up to six tests performed during the first year and as many as four in subsequent years. The Substance Abuse Professional (SAP) may determine the frequency and duration of follow-up testing.
- B. Testing shall be conducted using techniques, equipment and certified laboratory facilities to ensure a high degree of accuracy and reliability. Alcohol testing may only occur during or immediately before/after performing safety sensitive duties and up to eight hours following an accident. Drug testing may occur any time while performing duties for the County of Cibola and up to 32 hours following an accident.

11.9 Pre-Employment Drug & Alcohol Screening. All applicants for employment with Cibola County shall be required to take a drug and alcohol screening test when they report for their pre-employment medical examination or when otherwise directed by the County Manager or his/her designee. Any applicant for employment with Cibola County who's pre-employment drug and alcohol screen test is identified as positive, shall not be eligible for employment and is precluded from re-application for a period of one (1) year from the date of the test.

11.10 Employee Requested Testing. Any safety-sensitive employee who questions the result of a required drug test under paragraphs 11.10 through 11-15 of this policy may request that an additional test be conducted. This test will be conducted at a different certified laboratory. The test will be conducted on the split sample that was provided by the employee at the same time as the original sample. The method of collecting, storing, and testing the split sample will be consistent with acceptable testing standards. The employee's request for a split sample test must be made to the Medical Review Officer* within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted if the delay was due to documentable facts that were beyond the control of the employee. An employee requested test will be at the expense of the employee.

11.11 Reasonable Suspicion Testing. All employees shall be subject to urine and/or breath testing when there is reasonable suspicion to believe the employee is under the influence of prohibited substances. A reasonable suspicion referral for testing will be made on the basis of articulatable objective facts and circumstances, which are consistent with the short-term effects of substance abuse. Examples of reasonable suspicion include, but are not limited to the following:

- A. Physical signs and symptoms consistent with prohibited substance use.
- B. Evidence of the manufacture, distribution, dispensing, possession, or use of controlled substances, drugs, alcohol, or other prohibited substances.
- C. Occurrence of an accident that may have been caused by use of a prohibited substance or alcohol misuse.
- D. Fights (to mean physical contact), assaults, and flagrant disregard or violations of established safety, security, or other operating procedures.

11.12 Post-Accident Testing. Any County employee involved in an accident occurring on County property or involving County equipment/vehicle shall be subject to a drug or alcohol test as soon as possible after the accident.

* Medical Review Officer – See DEFINITIONS Section 11.21.

11.13 Random Testing

- A. Employees in safety-sensitive positions shall be subjected to random, unannounced drug testing. The selection of safety-sensitive employees for random drug testing will be made using a scientifically valid method that ensures each covered employee that they will have an equal chance of being selected each time selections are made. The random tests will be unannounced and spread throughout the year on all days and during all hours of operation.
- B. When a safety-sensitive employee is informed of a random drug test they must be tested as soon as is practicably possible but in a time not to exceed 3 hours. All employees who

have been randomly selected or are testing in conjunction with Rule 11.11 will be notified, in writing, by the County Manager a department head or supervisor. All tests will be collected as a split sample giving the employee the opportunity to exercise his/her right to an additional test (Section 11.10) on the sample which was collected. Should the County's agent not collect a split sample, the results of the test, for which a split sample was not collected, will be disregarded by management and the employee will not be required to re-test for this specific testing period.

C. All safety sensitive employees shall be placed in a selection pool and random drug testing shall come from this predetermined pool. The individual pools shall be defined as follows:

1. Sheriff's Department
2. Road Department
3. Detention Center
4. Dispatch
- 5.
6. All other safety-sensitive employees

D. Shift employees, or employees who are not at work on the day of the scheduled test (random or otherwise), and who have been selected for testing, will be required to test immediately upon their return to work/duty and will be notified and expected to adhere to the rules as described above.

11.14 Return-To-Duty Testing*. A return-to-duty test is required of an employee who has had a positive drug or alcohol test and must be passed (negative non-dilute) before they can return to a safety-sensitive position. The Substance Abuse Professional (SAP) must first clear the employee to return-to-regular-duty after the evaluation and insure the employee has consented to treatment. The return-to-duty test may be for drugs and/or alcohol as required. Any work missed due to a positive drug/alcohol test or due to treatment shall be charged to the employee's sick leave and/or annual leave (employee's choice) or leave without pay if the employee has no leave balances.

11.15 Follow-Up Testing*. Once allowed to return to duty, safety-sensitive employees shall be subject to unannounced follow-up testing for at least 12 but not to exceed 60 months. The frequency and duration of the follow-up testing may be recommended by the SAP as long as not more than six tests are performed during the first 12 months after the employee returns to duty. Follow-up testing is separate from and in addition to the random testing program.

11.16 Employment Assessment. An SAP may refer any safety-sensitive employee who tests positive for the presence of illegal drugs or alcohol above the minimum thresholds for evaluation. An SAP is a licensed or certified physician, psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol-related and drug-related disorders. The SAP may evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited drug use or alcohol misuse. Employees may select the SAP of their choice as long as the criteria above is met.

11.17 Departmental Rule for Positive Drug/Alcohol Test.

- A. Any probationary employee who, as a result of this policy tests positive for drugs and/or alcohol, will be terminated immediately.
- B. Any employee who has been placed on time for improvement and who tests positive for drugs/alcohol as defined by this policy will be terminated from employment.
- C. Sheriff's Department & Detention Center (includes certified law enforcement officer, dispatchers, administrative personnel, detention center officers and animal control officers).
 - 1. A positive prohibited substance/alcohol test for an officer or dispatcher shall be reported to the New Mexico Law Enforcement Academy Director as outlined in the NMLEA Handbook Subsection B4 of 10.29.1.11 NMAC.
 - 2. Any certified or uncertified law enforcement officer, dispatcher, administrative personnel, detention center officer or animal control officer who tests positive for prohibited substances and/or alcohol under this policy shall be terminated from employment with the County of Cibola, Section 7.10.
 - 3. Any County of Cibola Deputy, Dispatcher, Animal Control Officer, Detention Center Officer or Sheriff Administrative Personnel whose primary test is determined to be a dilute test will be subject to the terms and conditions as defined below (this does not include tests taken as a result of a re-entry contract which are monitored tests and are determined to be dilute):
- D. Road Department covered employees (any employee who operates machinery, heavy equipment or has a CDL)
 - 1. Any Road Department covered employee who tests positive for prohibited substances and/or alcohol under this policy shall be terminated from employment with the County of Cibola, Section 7.10.
 - 2. Any Road Department covered employee whose primary test is determined to be a dilute test will be subject to the terms and conditions as defined below (this does not include tests taken as a result of a re-entry contract which are monitored tests and are determined to be dilute):
- E. Any County of Cibola Sheriff Department, Detention Center, Road Department employees (as defined above) who are covered by this policy and whose primary test is determined to be dilute as herein defined, shall be subject to the terms and conditions of:
 - 1. The re-entry contracts defined below;
 - 2. Rule 11.13 of this policy, and;
 - 3. Rule 11.14 of this policy.
 - 4. If applicable, any CDL provisions that may apply.
- F. County of Cibola safety sensitive employees shall be terminated upon violation of any of the terms and conditions of the individual's re-entry contract (defined below). An unmonitored dilute, second level test for Sheriff Department, Detention Center, Road Department employees (subject to a re-entry contract) shall result in termination of employment

11.18 Re-Entry Contracts (general safety sensitive employees).

- A. Employees who re-enter the workforce must agree to a re-entry contract. That contract may include, but is not limited to:
 - 1. A release to work statement from the Substance Abuse Professional.
 - 2. A negative test for drugs and/or alcohol. (Section 11.14)

3. An agreement to unannounced frequent follow-up testing for a period of one to five years with up to six tests performed the first year (Section 11.15).
4. A statement of expected work-related behaviors.
5. An agreement to follow specified after care requirements with the understanding that violation of the re-entry contract is grounds for termination.
6. County of Cibola safety sensitive employees shall be terminated upon violation of any of the terms and conditions of the individual's re-entry contract (defined below). An unmonitored dilute, second level test for Sheriff Department, Detention Center Department Road Department or Solid Waste Department employees (subject to a re-entry contract) shall result in termination of employment.

B. Any safety sensitive employees not covered above shall be terminated upon violation of any of the terms and conditions of the individual's re-entry contract (defined below).

11.19 Detection. The County reserves the right to inspect, at any time, all County property and all County vehicles and equipment for the presence of prohibited substances or alcohol. All inspections will be scheduled as deemed necessary by the County Manager or his/her designee and conducted by the Cibola Sheriff's Department.

11.20 Voluntary Request for Assistance.

- A. The County of Cibola intends to give the same consideration to persons who voluntarily request assistance (prior to being randomly selected or selected for cause) with chemical dependencies as it does to employees having other diseases.
- B. Early recognition and treatment of chemical (drug and alcohol) dependency problems is important for successful rehabilitation and reduced personal, family and social disruption. The County supports sound treatment efforts and an employee's job will not be jeopardized for conscientiously seeking assistance prior to random selection or selection for cause. Normal County benefits, such as sick leave and the group medical plan, are available to give help in the rehabilitation process to any employee who voluntarily requests assistance for chemical dependencies.

11.21 Definitions

Medical Review Officer (MRO) – The MRO is a licensed physician who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate positive drug test results. The List of primary responsibilities below is followed by standard operating procedures necessary to carry out those responsibilities:

- A. Receive test results from the laboratory
- B. Review all drug testing results prior to reporting
- C. Verify that the laboratory report and assessment are correct
- D. Review and interpret each confirmed lab tested positive result
- E. Conduct a medical interview, providing an opportunity for the employee to discuss a positive test result
- F. Notify employer of verified positive test
- G. Process employee request for re-test
- H. If necessary, re-analyze the original specimen to determine the accuracy of the test result

11.22 Records

- A. All records of the controlled substance abuse prevention program must be kept in a secure location with controlled access in the County Manager's Office. Regulation requires that certain records according to their importance be maintained for varying lengths of time, from one (1) to five (5) years.
- B. Records must be kept confidential and be made available for inspections by the County Manager within two (2) business days following a request by an authorized representative of the Federal Highway Administration. These records should not be made a part of a driver's personnel file.
- C. The following are entitled access to these records through approval of the County Manager:
 - 1. CDL Issuer or his/her representative;
 - 2. The Secretary of Transportation;
 - 3. Any Department of Transportation Agency;
 - 4. Any State or Local Official with regulatory authority over the employee;
 - 5. Any prospective employer with the employee's written permission.

11.23 Confidentially. No laboratory reports or test results shall appear in the employment personnel file unless they are a part of a disciplinary action, but shall be placed in a special locked file.

SECTION XII: EMAIL & INTERNET USE

12.0 Access. Access to the Internet through the Cibola County is a privilege. Users granted this privilege must adhere to strict guidelines concerning the appropriate use of this information resource. Users who violate the provisions outlined in this document are subject to disciplinary action up to and including termination. In addition, any inappropriate use that involves a criminal offense will result in legal action. All users are required to acknowledge receipt and understanding of guidelines contained in this document.

12.1 Purpose & Scope. To define policies and procedures for access to the Internet through the Cibola County network infrastructure. This policy applies to all personnel with access to Internet and related services through the Cibola County network infrastructure. Internet Related services include all services provided with the TCP/IP protocol, including but not limited to Electronic Mail (e-mail), File Transfer Protocol (FTP), and World Wide Web (WWW) access. Internet access includes connections via DSL subscriptions, phone modem access, server-to-Internet access or T1 line access.

12.2 Acceptable Use. Access to the Internet is specifically limited to activities in direct support of official Cibola County business.

- A. In addition to access in support of specific work related duties, the Cibola County Internet connection may be used for educational and research purposes.
- B. If any user has a question of what constitutes acceptable use he/she should check with their supervisor for additional guidance. Management or supervisory personnel shall consult with the County Manager for clarification of these guidelines.

12.3 Inappropriate Use. Cibola County Internet access shall not be used for any illegal or unlawful purposes. Examples of this would be the transmission of violent, threatening, defrauding, pornographic, obscene or otherwise illegal or unlawful materials

- A. Use of Cibola County electronic mail or messaging services shall be used for the conduct of Cibola County, business only. These services shall not be used to harass, intimidate or otherwise annoy another person.
- B. The Cibola County, Internet access shall not be used for private, recreational or other non-Cibola County related activity.
- C. The Cibola County Internet connection shall not be used for commercial or political purposes.
- D. Use of the Cibola County, Internet access shall not be used for personal gain such as selling access of a Cibola County user login. Internet access shall not be used for or by performing work for profit with Cibola County resources in a manner not authorized by Cibola County.
- E. Users shall not attempt to circumvent or subvert security measures on Cibola County's network resources or any other system connected to or accessible through the Internet.
- F. Cibola County users shall not use Internet access for interception of network traffic for any purpose unless engaged in authorized network administration.
- G. Cibola County users shall not make or use illegal copies of copyrighted material, store such copies on Cibola County equipment, or transmit these copies over the Cibola County network.

12.4 Internet & E-Mail Etiquette. Cibola County employees shall ensure all communication through Cibola County email or messaging services is conducted in a professional manner. The use vulgar or obscene language is prohibited.

- A. Cibola County users shall not reveal private or personal information without specific approval from management.
- B. Users should ensure that e-mail messages are sent to only those users with a specific need to know. The transmission of e-mail to large groups or messages with large file attachments should be avoided.
- C. Electronic Mail is not guaranteed to be private. Messages transmitted through the Cibola County e-mail system or network infrastructure are the property of Cibola County and are therefore subject to inspection.

12.5 Security

- A. Cibola County users who identify or perceive an actual or suspected security problem shall immediately contact the Cibola County Information Systems Security Manager or IT Department Head.
- B. Users shall not reveal account passwords or allow another person to use their account. Similarly, users shall not use the account of another user.
- C. Access to the Cibola County network resources shall be revoked for any user identified as a security risk or a demonstrated history of security problems.

12.6 Penalties. Any user violating these policies is subject to the loss of network privileges and any other Cibola County disciplinary actions as detailed in Section 7 of this ordinance.

12.7 No Expectation of Privacy. Users should not expect any information transmitted via Cibola County's systems to remain private or confidential.

- A. Cibola County may monitor use of any part of County Systems at any time, without notice, at its discretion. Such monitoring may include, but is not limited to limiting size, accessing, listening to, reading, or retrieving voice mail messages, e-mail, Internet communications, or local files.
- B. Users should be aware that deleted files or other communications may be retrieved and review by Cibola County Management.
- C. Users are prohibited from, among other things, accessing, listening to, reading or retrieving other team members' e-mail, voice mail, or Internet communications unless specifically authorized to do so by Management.

12.8 User Compliance. All terms and conditions as stated in this document are applicable to all users of the network and the Internet connection.

12.9 Protection & Handling of Sensitive Information. It is the responsibility of every County employee to ensure the protection of sensitive information and comply with all information technology policies. This includes but is not limited to ensuring such information does not leave the County network, making a reasonable effort to redact sensitive information when sharing records and protecting security account information.

SECTION XIII: PAY POLICY

13.1 Purpose. This Section outlines the provisions for the County's system of comparing and classifying positions according to their relative equivalence for the purpose of establishing fair and equitable promotion and pay compensation for employees. The Board approves all positions and salaries as part of the fiscal year budget process.

13.2 Applicability. The provisions of this section shall apply to all employees except that Contract Employees and unclassified employees are subject to wage increases as negotiated and approved by the Board.

- A. Elected officials who include Commissioners, Clerk, Treasurer, Assessor, Sheriff, and Probate Judge are subject only to the statutory provisions of law subject to budget availability and determination by the Board as to the amount to be paid annual to any elected official as determined in the budget process.
- B. Chief deputies shall receive 90% and the undersheriff shall receive 90% of the related elected official's salary as their fixed salary and shall serve at the pleasure of the elected official. In the event a Chief Deputy was hired before the adoption of this policy their pay shall be grandfathered. The Sheriff's Administrator serves at the pleasure of the Sheriff and shall receive a fixed salary of 60% of the Sheriff's fixed salary.

13.3 Pay Compensation Process Overview. The pay compensation system includes provisions for:

- A. entry level wages;
- B. transfers;
- C. demotions;

- D. cost of living wage increases;
- E. promotion wage increases;
- F. performance merit increases.

The Board may at their discretion amend the general wage and classification plan and the general wage schedule by resolution or motion of the Board when deemed appropriate.

13.4 Entry Level Wages. All new employees are normally hired at the Entry level position for the level of position that has been vacated or otherwise approved for hire by the elected official or department director, subject to budgetary constraints and the approval of the County Manager.

13.5 Cost of Living Wage Increases. The Board may consider an across the board cost of living wage increase concurrent with approval of the budget each fiscal year or as otherwise approved by the Board. Cost of living increases will normally become effective the first pay period proceeding July 1 of each fiscal year or as otherwise approved by the Board.

13.6 Position Specifications Requirements. Each position has a written Position Specification which includes specifications for minimum qualifications, education, experience, abilities, skills, license, or certification requirements, and a description of duties and responsibilities required for the position.

13.7 Grandfather Clause. Any employee whose position specification is revised is subject to the experience, education, or certification requirements of the new position specification shall show satisfactory progress to meet the new standards within six (6) months or may be subject to reclassification, transfer or dismissal.

13.8 Contents of Personnel File. Subsequent to hiring, a separate record file shall be prepared and maintained for each employee. These records shall be kept in the Human Resources Manager's office. It is the responsibility of each elected official or department director to ensure that the records of the employees are complete and up-to-date. The file shall contain a minimum of the following records:

- A. the original application form;
- B. the originating personnel action showing occupation, position classification, date of beginning employment and salary and a signed receipt, evidence of receiving these Rules;
- C. copies of personnel action forms.
- D. copies of all performance evaluations, if applicable;
- E. copies of all favorable or unfavorable letters or memorandums such as letters or certificates of appreciation or records of other outstanding achievements regardless of origination, so long as the procedure applicable to written reprimands is followed;
- F. records or certificates of educational training or orientation achievement completion;
- G. records of disciplinary actions such as reprimands, suspensions, demotions or dismissal; and
- H. application for retirement program.

13.9 Access to Personnel Files. Personnel files are the property of the County and access to the information they contain is restricted. Generally, only immediate supervisors and management personnel of the County who have a legitimate reason to review information in a file are allowed

to do so. Employees who wish to review their own file should contact the Human Resources Manager's office. With reasonable advance notice, employees may review their own personnel files in County's offices and in the presence of an individual appointed by the County to maintain the files.

SECTION XIV: EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PLAN

14.1 Purpose. The purpose of this section is to recruit, employ and promote the most qualified applicants or employees to work in County employment. Employment and promotional opportunities shall be based solely upon ability and demonstrated competence, not upon extraneous factors. Age, sex, marital status, national origin, religion, race, sexual preference, political affiliation and handicaps not related to ability to perform the job sought, are declared extraneous factors that shall have no bearing on employment or promotional opportunities within County service.

14.2 Statement of Policy. It is the policy of the County to comply with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, amended by the Equal Employment Opportunity Act of 1972 and Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, in all employment and programs administered by the County. The County affirms that individuals will be considered for employment or promotion on the basis of bona-fide occupational qualification only. Each employee or prospective employee will be advised of this policy. All announcements or notices regarding position openings or opportunities will contain the words "An Equal Opportunity Employer".

14.3 Management Responsibility. The Human Resources Director will counsel elected officials and department directors as they investigate and resolve internal complaints of employment discrimination filed by County employees or employment applicants. The Human Resources Director shall be the referral officer for the County to receive notice of alleged unlawful employment practices from the Equal Employment Opportunity Commission (EEOC) as provided for in Public Law 88-352, Title VII, Section 706(C); 78 Stat. 241 (42 USC 2000e-5).

14.4 Complaint Procedures. Any employee or person refused employment or who believes he/she has been subjected to a discriminatory employment act or practice prohibited by federal or state law shall file with the Human Resources Director a written and signed statement of facts setting out the basis of the complaint.

- A. Upon receiving a written and signed complaint or upon receiving notice of an alleged unlawful employment practice from an individual, the Human Resources Director shall immediately conduct an investigation and attempt to resolve such complaint informally and forward copies of the investigation and results to the elected official/department director and County Manager.
- B. If the complaint is not resolved informally by the process set forth in subsection A above, it will go before a Hearing Officer appointed by the County Manager. The Hearing Officer shall conduct a hearing not more than forty-five (45) days after the complaint has been received by the Human Resources Manager. The complainant, complainant's attorney (if any), the County Manager, Human Resources Director, County Attorney, elected official or department director, and the employee allegedly responsible for the

discriminatory act or practice, shall be given five (5) days written notice of the hearing, together with a copy of the complaint filed with the Human Resources Director.

- C. At the hearing, the complainant and respondent shall have the right to be represented by counsel; all testimony shall be received under oath, and the Hearing Officer shall have the authority to issue administrative subpoenas for the attendance of any County employee as a witness.
- D. The Hearing Officer shall report findings and recommendations in writing to the County Manager and elected official or department director not more than twenty (20) days after hearing the complaint. A full record of the proceedings shall be kept either by audio media or in writing by the Human Resources Director in a confidential file.

14.5 Remedies. In the event the County Hearing Officer determines that a discriminatory act or practice has occurred, the County Manager may take appropriate action including, but not limited to, reinstatement, hiring or promotion of the aggrieved individual, with or without back pay, or any other equitable administrative relief necessary to correct and rectify the discriminatory act or practice. Nothing in this policy prohibits any aggrieved party from seeking remedy through the state or federal agency responsible for such actions.

SECTION XV - MISCELLANEOUS

15.1 Designated Work Areas. All employees are to be at their designated work areas on time and ready to work. They shall work until the scheduled quitting time, unless permission of the supervisor has been obtained for different work hours. Employees shall not litter work areas and will keep such areas neat and clean. Employees are required to take their lunch away from their designated work area.

15.2 Personal Business. Personal business shall not be conducted during work hours.

15.3 Safety. The County is committed to having all work conducted in a safe manner. All safety precautions shall be followed in accordance with federal, state, or county policies.

15.4 County Property. Employees shall not misuse or destroy County property, records, or other material in their care, control, or custody; nor shall any County property, records, or other material be removed from the premises of the County offices unless written permission by the department director or elected official has been given. Employees shall not use County property, records or equipment for personal use.

15.5 County Vehicles. No County vehicle will be taken out of the County without permission of the elected official or department director and employees shall notify the elected official or department director of their destinations and itineraries. County vehicles shall be used for County business only. County vehicles may not be taken home unless designated permissible as defined in the Accident Prevention Program Policy and adheres to Section 9.7 Fringe Benefits. The Cibola County Vehicle Accident Prevention Policy Program adopted by the Board of County Commissioners June 27, 2006 as may be amended from time to time is hereby adopted and incorporated into this Ordinance by reference.

- A. With the exception of the Sheriff's Office which shall be subject to their SOP, County vehicles shall not be used for personal business, except as is incidental in commuting. Employee family members or passengers not on official County business are not allowed

to ride in a County vehicle and strict adherence to this policy is directed to all employees operating a County vehicle.

- B. No Smoking in Vehicles or Motorized Equipment. Smoking in all county vehicles or motorized equipment is prohibited.

15.6 Personal Appearance. Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image the County presents to customers and visitors.

- A. During business hours, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions. Employees who meet the public, both internal and external, must dress in appropriate business attire at all times. Employees may observe casual dress on Friday if the above stipulation does not apply. Examples of questionable work attire are sun dresses with bare backs and/or shoulders, men's undershirts, excessively baggy, short, or tight clothing, sweatpants and shorts, for men or women, bare midriffs or excessively sheer fabrics unless adequate cover-up (jacket, sweater, etc.) is worn throughout the work day, and low-cut tops/blouses/shirts/dresses (e.g., if they expose "cleavage" when the employee is standing or sitting in a normal manner). Employees who appear for work inappropriately dressed will be sent home and directed to return to work in proper attire. Under such circumstances, employees will not be compensated for the time away from work.
- B. Employees are required to maintain personal cleanliness by bathing daily; maintaining daily oral hygiene (brushing of teeth); using deodorant/antiperspirant to minimize body odor; refraining from the use of heavily scented perfumes, colognes and lotions; maintaining clean and trimmed fingernails; and washing hands after eating or using the restrooms.
- C. An employee should consult their elected official or department director if they have questions as to what constitutes appropriate attire.

15.7 Searches & Surveillance. The County's employees should not expect privacy in their personal effects while on County property or on County time. Employee workplaces may be subject to video surveillance. The County may search lockers, desks, toolboxes, lunch sacks, clothing, County internet, County e-mail or County computer accounts and County electronic media/storage, a County vehicle, and any other item in which an unauthorized weapon or other contraband may be hidden. To the extent that an employee refuses to permit a search, such refusal may constitute grounds for disciplinary action.

15.8 Workplace Violence. The County provides a safe work place for all employees. To ensure a safe workplace and to reduce the risk of violence, all employees should review and understand all provisions of this Workplace Violence policy. All employees, including managers and supervisors, are responsible for using safe work practices, for following all directives, policies and procedures, and for assisting in maintaining a safe and secure work environment.

- A. Prohibited Conduct. The County does not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities. This list of behaviors, while not inclusive, provides examples of conduct that is prohibited.
 1. Causing physical injury to another person;
 2. Making threatening remarks;

3. Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress;
 4. Intentionally damaging County property or property of another employee;
 5. Committing acts motivated by, or related to, sexual harassment, harassment or domestic violence.
- B. Reporting Procedures. Any potentially dangerous situations must be reported immediately in writing to a supervisor or the County Manager's office. All reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed to others only on a need-to-know basis. All parties involved in a situation will be counseled and the results of investigations will be discussed with them. The County will actively intervene at any indication of a possibly hostile or violent situation.
- C. Risk Reduction Measures. Hiring: The County takes reasonable measures to conduct background investigations to review candidate's backgrounds and reduce the risk of hiring individuals with a history of violent behavior.
- D. Safety: The risk management carrier conducts annual inspections of the premises to evaluate and determine any vulnerability to workplace violence or hazards. Any necessary corrective action will be taken to reduce all identified risk areas.
- E. Individual Situations: While the County does not expect employees to be skilled at identifying potentially dangerous persons, employees are expected to exercise good judgment and to inform their supervisor or department director if any employee exhibits behavior which could be a sign of a potentially dangerous situation. Such behavior includes:
1. Discussing the use of weapons in a threatening manner related to the workplace, or bringing them to the workplace;
 2. Displaying overt signs of extreme stress, resentment, hostility, or anger;
 3. Making threatening remarks;
 4. Sudden or significant deterioration of performance;
 5. Displaying irrational or inappropriate behavior.
- F. Dangerous/Emergency Situations. Employees who are confronted by or encounter an armed or dangerous person should not attempt to challenge or disarm the individual.
- G. Enforcement. Threats, threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated. Any employee determined to have committed such acts will be subject to corrective or disciplinary action, up to and including dismissal. Non-employees engaged in violent acts on the County's premises will be reported to the proper authorities.

15.9 Final Paycheck. An employee who resigns shall receive a final paycheck on the first regularly scheduled payday following the employee's effective date of resignation or termination. In the case of death, final salary and compensation for unused annual leave shall be paid to the employee's named beneficiary or, if unnamed, to the employee's estate, on the next regularly scheduled payday.

15.10 Uniforms. An employee in a designated job with the County may be required to wear special clothing to perform the job function with patches, badges or other distinctive items as approved by the elected official, department director or the County Manager.

- A. Employees whose job calls for a uniform must wear the uniform whenever they are on duty. Uniforms are to be worn in the manner that they were intended to be worn and are

not to be modified to satisfy personal desires. For example, you cannot cut off sleeves or collars or remove patches, etc. Section supervisors or foremen are responsible for insuring that each employee wears the uniform in a neat and clean condition.

- B. The selected top wear of the uniform must be a shirt and **must** have the appropriate patches sewn on. At the time uniforms are selected, field employees and mechanics may select a pair of coveralls in lieu of a set of regular uniforms, unless the job prohibits wearing coveralls. Management may choose to provide insulated coveralls where warranted by working conditions.
- C. Safety Shoe/Boot Program. Drivers, mechanics, and other employees designated by the department to participate in the safety shoe/boot program will be required to wear this safety footwear while on duty. Shoes or boots purchased as safety shoes/boots shall be ANSI-approved (ANSI Z41-1991 standards) and shall be steel-toed in order to qualify for departmental reimbursement. Prior approval from the department director or his designee must be obtained before purchase of another type of safety shoe/boots.
- D. Other Safety-Related Attire. The County emphasizes safety as a primary focus of our activities and will provide necessary safety attire when needed or requested by the employee and approved by the department director or elected official. Safety attire, such as gloves, safety vests, hearing protection devices, safety glasses, disposable coveralls for spraying, and respirators, are important work items and are to be used and maintained by the employee once issued. These items should be maintained as required and turned in for replacement or when no longer needed for the intended activity.
 - 1. *Gloves*: Employees who need gloves (canvas, leather, palm, or all leather) to perform their assigned work shall be furnished gloves by the department at no charge to the employee, providing they turn in their old worn out gloves.
 - 2. *Badges*, if issued to security service employees, will be provided by the department at the department's expense. Any misuse of the badge may lead to corrective/disciplinary action being taken against the individual who misused his/her badge.
- E. Caps or Hats. Employees who work outdoors are encouraged to wear a cap or hat to protect them from the elements, including sun rays. Departments are granted authority, if for safety or security purposes, to promulgate additional policies regarding the wearing of caps or hats in specific work environments. It is encouraged that caps with the County and Department emblem be worn whenever possible, but this is not a mandatory requirement unless for safety or security purposes.

15.11 Return of Uniforms, Equipment & County Property. Upon severance from County service, all County issued uniforms, equipment, keys, cellular phones, laptop computers, badges etc. shall be returned to the County. Failure to do so shall result in a deduction for cost of replacement of the items from the employee's final paycheck and possible legal action to recover return of security sensitive items.

15.12 Gifts, Gratuities or Kickbacks. All employees are prohibited from accepting gifts or other considerations from anyone given with intent of modifying the employee's performance of duties or encouraging the employees to make purchases from the individual or business involved. Employees will maintain the highest moral standards and any attempt to influence employee's performance by a vendor or other person will be reported to the department director or elected official and to the County Manager.

- A. It is unlawful for any County employee, as defined in §13-1-28 NMSA 1978, to participate directly or indirectly in a procurement when the employee knows that the employee or any member of the employee's immediate family has a financial interest in the business seeking or obtaining a contract. An employee or any member of an employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a financial interest with regard to matters pertaining to that trust. (§13-1-190 NMSA 1978)
- B. Contingent fees prohibited. It is unlawful for a person or business to be retained or for a business to retain a person or business to solicit or secure a contract upon an agreement or understanding that the compensation is contingent upon the award of the contract, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business and persons or businesses employed by the County which are providing professional services to the County in anticipation of the receipt of federal or state grants or loans (§13-1-192 NMSA 1978).
- C. Contemporaneous employment prohibited. It is unlawful for a County employee who is participating directly or indirectly in the procurement process to become or to be, while such an employee, the employee of any person or business contracting with the County by whom the employee is employed (§13-1-193 NMSA 1978).
- D. Use of confidential information prohibited. It is unlawful for any County employee or former employee knowingly to use confidential information for actual or anticipated personal gain or for the actual or anticipated personal gain of any other person (§13-1-194 NMSA 1978).

15.13 Normal Work Hours. Normal work hours will be based on a forty (40) hour work week. All County offices shall be open from 8:00 a.m. to 5:00 p.m. Monday through Friday; unless a different forty (40) hour work schedule is approved by the elected official/department director and the County Manager. During a normal work day, the department director or elected official may authorize an unpaid full one-hour lunch breaks in accordance with departmental scheduling needs.

15.14 Reduced Work Hours. The Board may reduce the number of work hours by resolution if the Board determines that the County budget will not sustain the normal work hours. Reduced work hours will apply to all full time employees of the County, with the possible exception of those employees in safety-sensitive or security-sensitive positions.

15.15 Separation from Service with the County. Upon an employee's termination or resignation from the County, he or she will be entitled to an exit interview process with the Human Resources Director, and the elected official and/or the department director.

SECTION XVI: AUTHORITY

16.1 Rules. These rules are promulgated on the authority granted in state and federal law and the Ordinance providing for these Rules.

16.2 Savings Clause. If any article, section, paragraph, clause, word or phrase of this Ordinance is held to be invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

SECTION XVII: REPEAL OF FORMER PERSONNEL POLICY

Cibola County Ordinance 2006-02 is repealed, as well as all other Cibola County Ordinances or Resolutions relating to personnel which are in conflict with the above provisions, by the adoption of this Ordinance.

APPROVED, ADOPTED, AND PASSED on this _____ day of _____, 2016.

EFFECTIVE: _____, 2016

BOARD OF COUNTY COMMISSIONERS

Robert Armijo
Commissioner, District I

T. Walter Jaramillo
Commissioner, District II

Jack Molerres
Commissioner, District III

Pat Simpson
Commissioner, District IV

Lloyd Felipe
Commissioner, District V

Attest:

Lisa Bro
Cibola County Clerk

EMPLOYEE ACKNOWLEDGEMENT FORM

CIBOLA COUNTY EMPLOYEE RECEIPT OF PERSONNEL POLICY ORDINANCE 2016-____.

I _____ acknowledge that on _____
(print name of employee) (date)

I received an electronic/hard copy of the Cibola County Personnel Policy Ordinance 2016-____. I understand that the Personnel Policy is the law that controls, explains and provides the terms of and conditions of my employment with the County of Cibola. I further understand that I am responsible for compliance with all Cibola County Policies, which can be found on the County's website at [www._____](http://www.____). I further understand that this receipt will be placed in my employment file as evidence of my having been given a copy the policy.

(Signature of Employee)

PROFESSIONAL SERVICES CONTRACT

CIBOLA COUNTY

THIS AGREEMENT is made and entered into by and between the County of Cibola, hereinafter referred to as the "County" and Global Correctional Group, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Purchasing Agent and the Board of County Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

The Contractor shall perform the work outlined in the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference.

2. **Compensation.**

A. The County shall pay to the Contractor in full payment for services satisfactorily performed Fifty-Four Thousand Dollars and no cents (\$54,000.00) semi-annually, to be invoiced in equal monthly amounts after performance of the services. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling \$ 4,252.50 shall be paid by the County to the Contractor in equal monthly amounts. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$58,252.50. In no event will the Contractor be paid any amount in excess of the specified total amount payable without this Agreement being amended in writing.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the County no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed, specified on a minimum of a quarter hour basis, and expenses incurred. If the County finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the County that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the County shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

3. **Term.**

This Agreement is for Six (6) months from the date of approval by the Cibola County Board of County Commissioners. This Contract will not automatically renew on a semi-annual basis, but must be presented to and approved by the Cibola County Commission for the six (6) additional months' term unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the County's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the County is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the County or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County; 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the County shall direct for the protection, preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the County upon termination and shall be submitted to the County as soon as practicable.

5. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board of County Commissioners, this Agreement shall terminate immediately upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the County proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County of Cibola. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of county vehicles, or any other benefits afforded to employees of the County of Cibola as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the County of Cibola unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the County. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the County, its officers and employees, and the County of Cibola from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

11. Product of Service – Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County of Cibola and shall be delivered to the County no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.



C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

14. Merger.

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

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.



In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Thirteenth Judicial District Court in Cibola County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the County.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments

20. Disclaimer and Hold Harmless.

Cibola County shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold Cibola County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Cibola County in connection with the performance by Contractor of Contractor's duties according to this Agreement.

21. Indemnification.

The Contractor shall defend, indemnify and hold harmless the County of Cibola from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County of Cibola and the New Mexico Association of Counties by certified mail.

22. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

25. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

26. Approval of Contractor Personnel.

Personnel proposed in the Contractor's written proposal to the County are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the County. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the County shall retain the right to request the removal of any of the Contractor's personnel at any time.

27. Survival.

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement.



Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

28. Succession.

This agreement shall extend to and be binding upon the successors and assigns of the parties.

29. Force Majeure.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

30. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

31. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting or unless it is executed by the Cibola County Manager, pursuant to the Manager's delegated authority. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

32. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

33. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

34. Incorporation and Order of Precedence.

Request for Proposals No. FY2016-05-02 and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
 2. this contract itself; then
 3. the Request for Proposals; then
 4. the Contractors Best and Final Offer(s), in reverse chronological order;
- then
5. the contractor's proposal; then
 6. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

35. Patent, Copyright, Trademark and Trade Secret Indemnification.

A. The contractor shall defend, at its own expense, the County of Cibola against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Cibola based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the County of Cibola for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Cibola shall:

- i. gives the contractor prompt written notice of any claim;
- ii. allow the contractor to control the defense or settlement of the claim; and
- iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- i. provide a procuring agency of the County the right to continue using the product or service;
 - ii. replace or modify the product or service so that it becomes non-infringing;
- or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the

purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

36. Professional Liability Insurance.

Contractor agrees to maintain in full force throughout the duration of the Agreement a lawyers professional liability insurance policy with a minimum coverage of \$1,000,000.00 per occurrence/ \$2,000,000.00 aggregate.

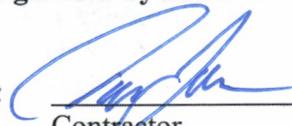
37. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Tony Boyd, County Manager // 515 West High Street // Grants, NM 87020

To the Contractor: Global Corrections Group //One Sun Avenue NE Suite # 650 //Albuquerque, NM 87109

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Board of County Commissioners below.

By:  _____ Date: 6/27/2016
Contractor

Printed Name: Danieray Johnson, Vice President

Address: One Sun Avenue NE Suite # 650, Albuquerque, NM 87109

By:  _____ Date: 6-27-2016
Cibola County Manager

Printed Name: Tony Boyd

Address: 515 West High Street
Grants, NM 87020

By:  _____ Date: 6-27-16
Cibola County Purchasing Agent



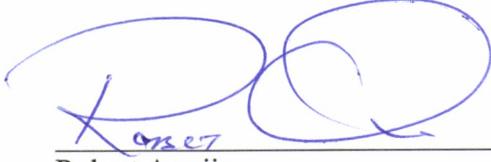
Printed Name: Frances Medina

Address: 515 West High Street
Grants, NM 87020

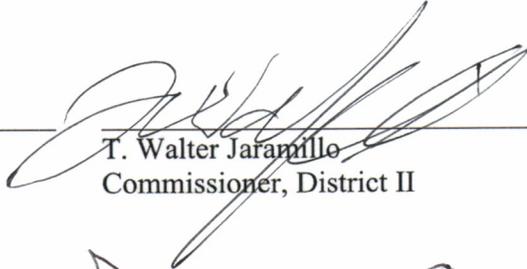


BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this 22 day of June,
2016.



Robert Armijo
Commissioner, District I



T. Walter Jaramillo
Commissioner, District II



Jack Moler
Commissioner, District III



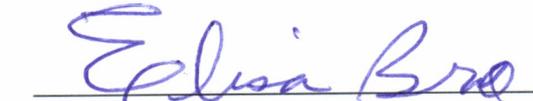
Pat Simpson
Commissioner, District IV

ABSENT

Lloyd Felipe
Commissioner, District V



Attest:



E Lisa Bro
Cibola County Clerk



Attachment 1

Scope of Work

Required activities include, but are not necessarily limited to, the following:

I. Scope of Services

The responsibility of the Contractor is to use its best efforts to render professional consulting services to Cibola County to impart expertise to assist in maintaining successful compliance, based upon Contractor's experience with the American Correctional Association and its extensive knowledge of the Federal Performance Based Detention Standards.

Included in the support services, the Contractor shall assist in providing Phase III Aftercare Services which consist of the following:

- A) Provide County Commission with monthly SCORECARD© evaluation on progress of assessment reviews and compliance procedures.
- B) Consultation to assist the County to maintain effective facility oversight.
- C) Provide onsite weekly/bi-weekly site visits as mutually agreed upon and deemed appropriate.
- D) Attend additional meetings, training, as mutually agreed and deemed appropriate.
- E) Assist with training and development of managers and Correctional staff.
- F) Make recommendations regarding **staff** assessment, hires and training needs.
- G) Assess and recommend compliance action(s) according to the Prison Rape Elimination Act (P.R.E.A.) pursuant to the Department of Justice (D.O.J.) [C.F.R. National Standards to Prevent, Detect and Respond to Prison Rape (June, 2012) referred to as the Act].
- H) Provide managerial training and mentoring to facility officials.
- I) Consulting services when working with Federal and other agencies.
- J) Oversight assistance and monitoring - perpetual-audit compliance.

K) Oversight assistance and monitoring of facility procedural compliance.

GCG will provide:

- In depth knowledge with Adult Detention Standards and provide documents that comply with the Adult Detention Standards
- Provide weekly, bi-weekly, (or according to an agreed schedule) on-going inspections and meet with leadership staff
- Assist with training and development
- Assist with development and tracking of scorecard process
- Provide an annual inspection and report to the County Manager (to be provided if contract is extended in May/June 2017).
- Provide monthly scorecard reports of the Detention Center progress to the County Manager
- Assist with Management interviews
- Provide assistance as outlined in this proposal and specifically as described under Section 1, Tab d, Response to Specifications





CIBOLA COUNTY

CONTRACT # 2016-04-01

THIS AGREEMENT is made and entered into by and between the County of Cibola, hereinafter referred to as the "County" and Future Foundations Family Center (SOS Entity #1724707), hereinafter referred to as the "Contractor"; procured pursuant to RFP 2016-04-01, the Contractor's response thereto, and any negotiations conducted pursuant to NMSA 1978 Section 13-1-115 and county purchasing policy; and is effective as of the date set forth below upon which it is executed by the Purchasing Agent and the Board of County Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the work outlined in the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference.

2. Compensation.

A. The compensation to be provided pursuant to this solicitation will be \$63,000.00 for Administrative Overhead and Oversight on Programs held at Center. The sum of \$17,000 will be available for building maintenance (janitorial plus materials) and utilities for the entire facility. The Contractor will provide the first \$1000 toward any building repair; the County providing the remainder of cost of repair.

B. Contractor must submit a monthly statement accounting for all services performed.

C. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

3. Term.

This Agreement is for one (1) year from the date of approval by the Cibola County Board of County Commissioners. This Contract will automatically renew on an annual basis, for up to three (3) additional one (1) year terms unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations).

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. A notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. Notwithstanding the

foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the County or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 2) take such action as the County shall direct for the protection, preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the County upon termination and shall be submitted to the County as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board of County Commissioners, this Agreement shall terminate immediately upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the County proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County of Cibola. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of county vehicles, or any other benefits afforded to employees of the County of Cibola as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the County of Cibola unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the County. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the County, its officers and employees, and the County of Cibola from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County of Cibola and shall be delivered to the County no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the

County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

14. Merger.

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

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Thirteenth Judicial District Court in Cibola County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the County.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments

20. Disclaimer and Hold Harmless.

Cibola County shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Cibola County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Cibola County in connection with the performance by Contractor of Contractor's duties according to this Agreement.

21. Indemnification.

The Contractor shall defend, indemnify and hold harmless the County of Cibola from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this

Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County of Cibola and the New Mexico Association of Counties by certified mail.

22. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

25. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

26. Approval of Contractor Personnel.

Personnel proposed in the Contractor's written proposal to the County are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the County. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability,

experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the County shall retain the right to request the removal of any of the Contractor's personnel at any time.

27. Survival.

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

28. Succession.

This agreement shall extend to and be binding upon the successors and assigns of the parties.

29. Force Majeure.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

30. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

31. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

32. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

33. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

34. Incorporation and Order of Precedence.

Request for Proposals No. 2016-04-01 and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Request for Proposals; then
4. the Contractors Best and Final Offer(s), in reverse chronological order; then
5. the contractor's proposal; then
6. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

35. Patent, Copyright, Trademark and Trade Secret Indemnification.

A. The contractor shall defend, at its own expense, the County of Cibola against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Cibola based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the County of Cibola for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Cibola shall:

- i. gives the contractor prompt written notice of any claim;
- ii. allow the contractor to control the defense or settlement of the claim; and
- iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- i. provide a procuring agency of the County the right to continue using the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void

as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

36. Insurance.

Contractor agrees to maintain in full force throughout the duration of the Agreement a premises liability insurance policy with a minimum coverage of \$1,000,000.00 per occurrence/ \$2,000,000.00 aggregate. Contractor additionally agrees to maintain in full force throughout the duration of the Agreement a general commercial liability insurance policy with a minimum coverage of \$1,000,000.00 per occurrence/ \$2,000,000.00 aggregate.

37. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Frances Medina, Cibola County Certified Purchasing Officer // 515 West High Street // Grants, NM 87020

To the Contractor: ^{551 Washington Ave} [insert name and address].
_{Grants NM 87020}

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Board of County Commissioners below.

By: Sherri Kachirisky
Sherri Kachirisky

Date: 7/5/16

Printed Name: Sherri Kachirisky

Address: 551 Washington Ave

By: Frances Medina
Certified Purchasing Officer

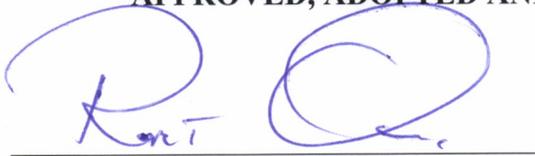
Date: 06-27-16

Printed Name: Frances Medina Address: 515 West High Street Grants, NM 87020

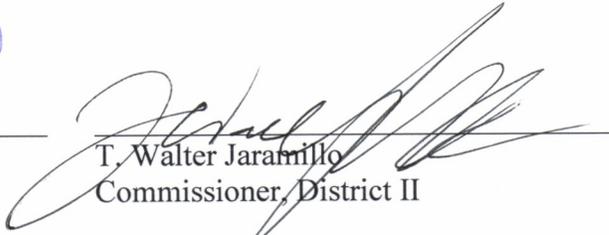


BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this 22 day of June, 2016.



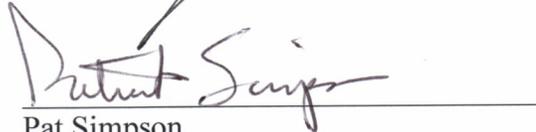
Robert Armijo
Commissioner, District I



T. Walter Jaramillo
Commissioner, District II



Jack Moleres
Commissioner, District III



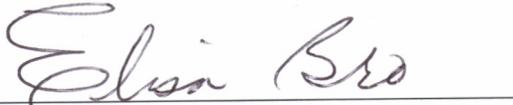
Pat Simpson
Commissioner, District IV

ABSENT

Lloyd Felipe
Commissioner, District V



Attest:



Elisa Bro
Cibola County Clerk



SCOPE OF WORK:

- **Building Maintenance/Care**
 - **Baby Class**
 - Conducted once a week for
 - 1-hour prep for each class
 - **Kids in Motion**
- **Summer Youth Programs**
 - **Sports & Games**
 - **Computer Lab/Homework Assistance Youth Mentoring (5 youth) per year Board Games**
 - **Field Trips 3 x a year**
 - **Monday- Art**
 - **Tuesday- Earth Club**
 - **Wednesday- Fitness Activities**
 - **Thursday-Gardening**
 - **Friday-Cooking /Nutrition**
 - **Daily Snack**
 - **Summer Youth Employment Training**
 - 11 weeks in the Summer
- **Evening Open Gym/Computer Lab**
- **Evening Building Supervision/Custodial**
 - **Building Operations**
- **administrative Overhead**
 - **Book Keeping/Payroll**
 - **Youth Coalition**
 - **Weekly Meetings**
 - **Dances**
 - **Halloween Carnival**
 - **After Prom Breakfast**
 - **After School Recreation**
 - 2:45-5:30 pm