

**AGREEMENT BETWEEN SANTA FE COUNTY, NEW
MEXICO AND THE AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL EMPLOYEES;
NEW MEXICO COUNCIL 18, LOCAL 1782, AFL-CIO**

June 25, 2013-December 31, 2015

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ARTICLE 1. AUTHORITY, RECOGNITION, AND PURPOSE

Section 1. General

- A. This agreement (hereinafter referred to as the “Agreement”) has been made and entered into by and between the County of Santa Fe (hereinafter referred to as the “County” or “Employer”), and Local 1782, County of Santa Fe Employees, of the American Federation of State, County and Municipal Employees, Council 18, AFL-CIO, (hereinafter referred to as the “Union”).
- B. The Union acknowledges the mission, goals and obligations of the County of Santa Fe as a provider of services to the citizens of the County of Santa Fe. Both the Union and the County believe that employees are important to accomplishing goals set forth by the Santa Fe County governing body.

Section 2. Recognition and Purpose

- A. The Employer recognizes the Union as the sole and exclusive representative of employees in the bargaining unit in matters establishing and pertaining to wages, hours, and all other terms and conditions of employment pursuant to the provisions of the Public Employees Bargaining Act (PEBA) NMSA 1978, Section 10-7E-1 et.seq.
- B. The purpose of this Agreement is to establish reasonable terms and conditions of employment for bargaining unit members.

Section 3. Employee Human Resource Policies

- A. The County and the Union agree that all issues not specifically addressed in this Agreement shall be governed by the most recent Santa Fe County Human Resources Handbook (“HR Handbook”). In the event of an irreconcilable conflict between any provision of this Agreement and the HR Handbook, the Agreement shall control with respect to bargaining unit members.

ARTICLE 2. NON- DISCRIMINATION AND FAIR TREATMENT

Section 1. Compliance with Laws

Both the County and the Union agree to comply with all applicable County, state and federal laws.

Section 2. Non-Discrimination

The County shall not practice, nor tolerate, discrimination against employees through employment practices, including but not limited to, recruitment, hiring, training, education, reassignment, and promotion on the basis of any non-relevant factors such as race, color, religion, sex, ancestry, ethnicity, national origin, political affiliation, and/or beliefs, age, mental or physical disability, gender identity, sexual orientation, marital or family status, union activity, medical condition, or use of a second language other than English.

Section 3. Prohibited Practices

Neither party shall engage in any prohibited practices pursuant to the Public Employee Bargaining Act.

The Employer agrees that employees shall be protected from discrimination, intimidation, restraint, coercion or retaliation, including involuntary reassignment or changes in working conditions resulting from the filing of a good faith discrimination complaint, grievance, prohibited practice complaint, complaint alleging the Employer or other employees interfered with the complaining employee's constitutional rights and/or any right granted by this Agreement, County Ordinance, or other law, including any other right regarding union activity.

Section 4. Reporting Improper Activities

The Employer and the Union encourage employees to report waste, fraud, abuse of authority, violation of laws, or other improper government activity in good faith without fear of retaliation. The Employer shall insure that all employees are aware of their rights under the New Mexico Whistleblower Protection Act, Section 10-16C-1, NMSA 1978, et.seq.

ARTICLE 3. BARGAINING UNIT DEFINITION AND INFORMATION

Section 1. Bargaining Unit Definition and Information

- A. The parties agree that the bargaining unit covered by this Agreement is comprised of all regular, non probationary and non-temporary employees of Santa Fe County in the positions set forth on exhibit A.
- B. Whenever requested, but not more frequent than once per month, the Employer shall furnish the Union with the following bargaining unit information via email:
 1. Names
 2. Departments, divisions, sections, or unit, whichever is applicable;
 3. Addresses;
 4. Dates of Hire;
 5. Classification;
 6. Titles;
 7. Salary Date;
 8. Enrollment in insurance programs
- C. The information provided shall be kept confidential by the Union's Executive Board, and shall only be used for the purpose of administering the Agreement.

Section 2. Accretion

- A. When the County creates a new job classification or position or makes changes to a current union classification or position, HR shall notify the union in writing within seven (7) working days. The notification shall contain details of the job duties of the new position and the County's preliminary determination as to whether it is to be included in the bargaining unit.
- B. The Union shall notify the County within seven (7) working days of receipt of notification pursuant to subsection A above if it wishes to discuss the information contained in the notice at

the next meeting of the Labor Management Committee. The Union and the Employer shall then review the notice to attempt to reach agreement regarding inclusion in or exclusion from the bargaining unit. New or modified job classifications or positions with the same or similar duties of current job classification or positions within the bargaining unit shall be placed in the bargaining unit as approved by the Labor Management Committee or by mutual agreement between the Union and the Employer. All such agreements shall be reduced to writing. Failure of either party to comply with the notification requirements of this Article shall constitute waiver of the party's right to dispute the status determination of the other party.

- C. If questions exist regarding the bargaining unit status of an existing employee, the Union and the Employer shall attempt to reach agreement regarding inclusion or exclusion from the bargaining unit at the next Labor Management Committee Meeting.
- D. In the event that an agreement is not reached, either the Employer or Union may file a petition with the Public Employee Labor Relations Board.

Section 3. Contracting Out

- A. The County will not contract out for services currently performed by bargaining unit employees unless it can be demonstrated that the work to be contracted for cannot be accomplished within a time frame acceptable to the County by the expertise, capacity, and/or capability of existing bargaining unit employees.
- B. Upon the written request of the Union, the County shall provide the Union with a list of all contracts for non-professional services entered into by the County during the previous month when the compensation to the Contractor exceeds \$12,000.00 (exclusive of applicable gross receipts tax). The Union shall have five (5) working days from its receipt of the list to request from the County a written explanation of how a specific contract entered into meets the standards set forth in this section. The County shall provide said explanation within five (5) working days of its receipt of the Union request. Within five (5) working days of its receipt of such explanation, the Union may initiate a grievance challenging the propriety of the Contract, which grievance shall be heard in the first instance by the County Manager, notwithstanding anything in this Agreement to the contrary. The parties agree that the resolution of any grievance involving this section cannot result in the invalidation of a legally binding contract.

ARTICLE 4. UNION AND MANAGEMENT RIGHTS

Section 1. Non-Interference

- A. The parties acknowledge that each is free to conduct its affairs and business in the manner which each respectively believes to be in its own best interest subject to the provisions of this Agreement without interfering with the operation of the County. In exercising those rights the following provisions shall apply:
 - 1. The Union shall not use the County's interoffice mail services, mailboxes, or e-mail for the dissemination of Union literature or correspondence and shall not use County time, equipment, property, or materials for Union Business.
 - 2. The County shall make available to the Union upon its request any public information in accordance with applicable law.

Section 2. Employee Rights

- A. The parties agree that all employees in the bargaining unit are entitled to all of the rights and privileges delineated in this Agreement. The Union shall be the exclusive representative for the representation of those rights.
- B. Employees have the right to form, join or assist the Union. Employees also have the right not to form, join or assist the Union. Membership or non-membership in the Union is strictly voluntary and may be terminated by the employee in accordance with this Agreement. The parties recognize that the exercise of these rights shall not interfere with the delivery of services.

Section 3. Management Rights

The County retains and reserves its right of all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Mexico, the Public Employee Bargaining Act, and local Ordinances. The Union recognizes that except as specifically limited, abridged, or relinquished by the terms and provisions of this Agreement, all rights to manage, direct, or supervise the operations of the County and employees are vested solely in the County. The County shall also have the management rights outlined below. The administration of all matters covered by this Agreement shall be governed by applicable constitutional provisions, Federal and state laws, and Ordinances adopted by the County as follows:

- A. To determine the mission of the County and its departments, set standards and take action to carryout function and mission and maintain uninterrupted services to County citizens;
- B. To exercise control and discretion over County organization and its operation;
- C. To direct employees of the County and conduct evaluation and judgment of an employee's skill, ability, efficiency, and general performance in accordance with adopted County policies;
- D. To hire, promote, transfer, assign, and retain employees in positions with the County, and to suspend, demote, discharge, or take other disciplinary action against employees for just cause in accordance with provisions within this Agreement;
- E. To lay off employees from duties or reduce hours because of lack of work or for other legitimate reasons;
- F. To determine the methods, means, and personnel by which such County operations are to be conducted, and;

The County shall have the right to make such reasonable rules and regulations respecting the conduct of employees, as it may from time to time deem best for the purpose of maintaining order, safety, and/or efficient operations. There shall be no implied or inferred rights to the Union or any employees. If this Agreement is silent regarding a particular issue, it shall be considered a retained management right to exercise discretion on such issue.

Section 4. Union Rights

- A. The parties agree that the Union has the right to represent employees during any phase of the formal disciplinary process and at any meeting the employee reasonably believes could result in disciplinary action so long as that representation does not interfere with the operations of the County. In the event that an employee is given less than twenty-four (24) hours advance notice of any phase of the formal disciplinary process or meeting at which the employee reasonably believes could result in disciplinary action, the phase of the disciplinary process or meeting may be delayed for a reasonable time not to exceed the close of the next business day to allow the employee the opportunity to arrange for Union representation.
- B. The parties recognize the Union's right to communicate with bargaining unit members regarding issues of concern and internal Union matters only during non-working hours.
- C. Union representatives may schedule meetings with management to discuss any matters pertaining to the Agreement. Such meetings shall be scheduled at a time and place that will not interfere with the delivery of quality services to the citizens.
- D. The Union may provide input concerning changes in County policies, procedures, rules, and regulations through the LMC.
- E. Space designated by the County for closed and locked bulletin boards, to be furnished by the Union, where the Union may post its announcements will be made available. Union representatives will post any and all Union announcements only on the bulletin board designated for Union announcements. All postings are subject to the mutual approval of the County Manager or designee and the Union president or designee and initialed by both.
- F. Union officials may request to use County conference rooms and meeting facilities for Union meetings during non-business work hours subject to advance scheduling and availability consistent with other non-County organizations requesting the use of County facilities. County vehicles shall not be used for Union business. Use of a County vehicle is permitted only if the Union representative or employee is requested to be present at a meeting by management and Union representative or employee is on duty and is assigned a County vehicle on a regular basis.
- G. Outside mail and/or hand-delivered mail addressed to Union members will not be opened by anyone except the addressee.

Section 5. New Employee Orientation

The Union shall provide copies of this Agreement to the County to be distributed to new employees in bargaining unit positions during regularly scheduled orientation sessions. Upon the written request of the Union, the Employer shall provide the Union with the names and departments/offices of new employees hired to fill bargaining unit positions since the Union's previous request.

Section 6. Union/Management Business

- A. Five (5) Union employees shall be granted administrative leave with pay during their normally scheduled work hours for the purpose of attending collective bargaining sessions unless otherwise mutually agreed upon. This time will not be counted as time worked and will not be counted in calculating overtime or compensatory time and shall be documented on payroll timesheets and on leave request forms as Union administrative leave.
- B. During formal disciplinary or grievance meetings, one Union representative will be granted administrative leave with pay. This time will not be counted as time worked and will not be counted in calculating overtime or compensatory time. This time shall be documented on payroll timesheets and on leave request forms as Union administrative leave.
- C. If the Employer requests that the Union representative participate in any meeting, the Union representative is not required to take personal leave or leave without pay. The employer shall make every effort to schedule such meetings during the normal functions of the County and at a time which will not interfere or jeopardize the services or safety of the residents/visitors of Santa Fe County.
- D. Union representatives shall make a good faith effort to provide a minimum of twenty-four (24) hours notice of requested leave to their supervisors to attend Union business including but not limited to grievance or disciplinary meetings. The County may deny such requests based upon the needs of the County.
- E. The County shall not unreasonably deny accrued leave for any employee to participate in Union activities, provided however that the Union representative has provided adequate notice for the request, and that the time off will not jeopardize services provided by Santa Fe County.

ARTICLE 5. COUNTY SENIORITY

Section 1. General

Seniority is defined as length of continuous service in County class, department, or division.

Section 2. County Seniority.

County seniority is the length of continuous service with the County of Santa Fe. County seniority is broken by separation.

Section 3. Classification Seniority

Classification (Class) seniority is entry date the bargaining unit employee began working in his/her current job classification. Classification Seniority is broken by promotion, reassignment, or a change to a different job classification.

Section 4. Division Seniority

Division seniority is the length of continuous service an employee has in his/her current division. Division seniority is broken by reassignment to another division.

Section 5. Identical Hire Dates

Where two (2) or more employees have the same seniority date for determining job rights, the tie shall be broken with seniority based on the highest number of the last four (4) digits of the social security number (the highest number would be 9999, the lowest 0000). A tie will be settled by the toss of a coin.

Section 6. Military Service

The County will comply with the Federal Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

ARTICLE 6. REDUCTION IN FORCE, FURLOUGH, AND RECALL

Section 1. General

- A. Upon determination by the Employer that a reduction in force or furlough of bargaining unit employees is deemed necessary, the Employer shall prepare and submit to the Union a detailed plan justifying the need for a reduction in force or furlough including all pertinent documents used in its determination prior to submittal of a plan to the Board of County Commissioners. The County Manager will review and consider any cost cutting measures within the bargaining unit presented by the Union for consideration prior to submittal to the Board of County Commissioners or implementation of any reduction in force or furlough.
- B. The County Manager will present a plan to the Board of County Commissioners if it is determined a reduction in force or furlough is necessary to include ideas presented by the Union. Reductions in force and furloughs will be managed based on the needs of the County and in accordance with this Agreement. The County Manager will propose which organizational sections and job classifications may be affected. The board shall consider such proposals. When necessary to have a reduction in work force, they will be made in consideration of seniority. If a layoff is necessary, employees shall be laid off in reverse order by County seniority.
- C. Bargaining unit employees will receive fourteen (14) calendar days notice prior to being laid off. Employees who are laid off will be compensated for accrued annual leave and compensatory time earned through the last day of work.
- D. A furlough is a temporary reduction of an employee's work hours within a workweek due to lack of funds. The County shall explore other options before consideration of a furlough. In the event of a furlough, full-time bargaining unit employees' hours shall not be reduced below forty (40) hours per pay period. A furlough shall not exceed six months unless the County and the Union discusses the status of the furlough within the six (6) months of implementation.
- E. Management and all other non-bargaining unit positions shall also be considered when devising such a plan for a reduction in force or furlough.

Section 2. Order of Reduction in Force/Furlough

For each bargaining unit job classification involved in a furlough or lay off as determined by the Employer, employees will be laid off or furloughed in inverse order of County seniority by type of appointment in the following order:

1. At-will employees
2. Casual employees –these employees are not covered by the AFSCME bargaining unit, but hold job classifications covered by the AFSCME agreement.
3. Temporary/seasonal employees –these employees are not covered by the AFSCME bargaining unit, but hold job classifications covered by the AFSCME agreement.
4. Probationary employees –these employees are not covered by the AFSCME bargaining unit, but hold job classifications covered by the AFSCME agreement.
5. Part-time classified employees
6. Full-time classified employees

Section 3. Recall

- A. Laid-off employees shall have eighteen (18) months recall rights. The employee who is laid off is responsible for providing the County with a current mailing address as a condition of maintaining any recall rights.
- B. The employer must give notice in writing to laid off employees of recall opportunities. Recalled employees must deliver their written acceptance of any recall opportunity to the County within five (5) workdays of the employee's receipt of the notice of the opportunity, and if accepted, report for work within two (2) weeks of the date they notify the County of their acceptance of the recall opportunity. The Employer will have met its recall obligation by mailing the recall opportunity priority, certified return receipt requested to the last known address provide by the employee to Human Resources Office and will be considered served on the first date of attempted delivery by the U.S. Postal Service. For the purposes of this section, days mean workdays to include Monday through Friday and do not include holidays or time when the County Administrative Offices are closed. Failure of the laid-off employee to timely deliver the written acceptance of a recall opportunity shall constitute a refusal of the opportunity.
- C. An employee shall be deemed to have voluntarily resigned and have no further recall rights under this Agreement if they refuse two recall offers of: (i) a different job title from the job title they held at the time of the lay-off; and/or (ii) the same job title the employee had at the time of the lay-off but where the hours, hourly rate, or benefits offered are different than the employee had at the time of the lay off; and an employee shall be deemed to have voluntarily resigned and have no further recall rights under this Agreement if they refuse one recall offer if they are offered the same job title the employee had at the time of the lay-off and the hours, hourly rate, or benefits offered are the same as the employee had at the time of the lay-off.

- D. After eighteen (18) consecutive months on layoff status, the County shall have no further recall or employment obligation to the laid-off employee.

Section 4. Classification Displacement

If a laid-off employee is placed in a lower paying classification as acceptance of a recall opportunity, the employee shall be reassigned to the former classification prior to layoff, upon the first available vacancy in that classification, based upon County seniority.

ARTICLE 7. DUES DEDUCTION

Section 1. Union Dues

- A. The County agrees to deduct membership dues levied by the Union from the paycheck of bargaining unit employees who have voluntarily executed a dues deduction authorized form or a voluntary payroll deduction form for the People Committee. Such dues deduction shall not include any fees, assessment, or fines of any kind. Deductions will commence the first full pay period after receipt of the signed authorization form. The amount of dues deductions will be certified in writing to the Human Resources Office by the President of the Union. Prior to any increases to dues deductions, the Union shall provide written notification to the employer and all bargaining unit members thirty (30) business days before the effective date of the increase. The increased deduction will commence the first full pay period following receipt of the thirty (30) business days notification as required above.
- B. If the employee is later assigned outside of the Union, the County will change the Union status and stop Union dues deductions.
- C. All money deducted from wages under this Article shall be remitted to the AFSCME New Mexico Council 18 promptly after the payday covering the pay period of deduction.

Section 2. Dues Suspended or Terminated

- A. Dues deductions may be terminated at the written request of the employee to the Employer and the Union. The written request may be submitted to the Human Resources Division and the Union for processing only during the first full work week of January or the first full work week of July. In the event of documented hardship, the Union may allow the employee to stop dues deduction outside of the designated time frame.
- B. The employer shall immediately terminate dues deductions when an employee is transferred out of the bargaining unit or is separated from the County. In the event that dues deductions or deductions for the people committee are to be terminated, the Employer shall notify the Union in writing the pay period the termination is to be effective.
- C. If in the event a reimbursement is owed to an employee by the Union due to a transfer out of the bargaining unit, the Employer shall request in writing to the Union Secretary or Treasurer at the earliest possible opportunity.

Section 3. Insufficient Earnings & Indemnification Clause

- A. If an employee has insufficient earning for the pay period, no payroll deductions will be made for that employee for that pay period.
- B. The Union will indemnify, pay for the defense of, and hold the County harmless of any claims made and against the County for compliance with issues pertaining to Union dues. The Union agrees to refund any amount paid to it in error on account of the payroll deductions provisions as determined by the County.

ARTICLE 8. SCHEDULING AND STAFFING

Section 1. Work Week

- A. A normal workweek for a full-time employee is defined as a calendar week beginning at 12:01a.m. Saturday and ending 12:00 midnight the following Friday. The normal workweek shall consist of forty (40) work hours, eight (8) hours per day in accordance with Section 3 of this Article, with two (2) consecutive days off.
- B. The County may establish non-standard workweeks at work sites that are required to work six (6) or seven (7) consecutive days. Additionally, the County may establish non-standard work hours, such as four (4) ten (10) hour workdays per workweek, when it deems it in its best interests to do so.
- C. Normal work shifts for FLSA covered employees shall not be split into two or more segments, unless the Union and Employer agree upon such shifts. Lunch periods do not create a split.
- D. Open shifts at a specific work location for a specific position where shifts exist shall be subject to bidding based upon division seniority within the job classification and other bona fide job related considerations.

Section 2. Flex Time

Flextime requests shall be considered on a County seniority basis with consideration given to the employee's needs and the County's public service requirements.

Section 3. Scheduling and Breaks

- A. Full time employees shall take a lunch break to be scheduled by their supervisors. Full time employees are entitled to two (2) fifteen-minute breaks per work shift or day. One break is to be taken during the first half of the work shift and one break during the second half of the work shift; employees working four (4) hours or less per day are entitled to one (1) fifteen minute break per day to be taken during the work shift period.
- B. Supervisors may limit or delay breaks or meal periods to: (1) accommodate a call for service, (2) if staffing is compromised, (3) if continuous work is required because of an emergency, or (4) for unusual circumstances.
- C. Any actual time worked above forty (40) hours in a workweek is considered overtime.

Section 4. Staffing and Workload Standards

- A. Staffing and workloads are determined by the Employer. The Employer shall assign workloads to treat employees as equitably as possible. The Employer shall not adjust an employee's work day or work week to avoid the payment of overtime or accrual of comp time. A work week or work day may be temporarily adjusted to accommodate emergencies, training, budget constraints, or other unforeseen circumstances without the adjustment being interpreted as avoiding paying overtime or accrual of comp time.

Section 5. Changes in Shift, Work Hours and/or Worksite

If the County elects to make a change, or reassignment, to an Employee's normal shift, work hours, or assigned worksite, the County has an obligation to insure that the Employee is provided adequate time to address alternate transportation needs, child care, health care, or other personal and familial responsibilities. Any non-emergency change or reassignment in an Employee's normal shift, work hours and/or assigned worksite that is mandatory shall require five (5) working days advanced written notice to the Employee. The County shall advise the affected Employee of the anticipated duration of the change. In instances of temporary, emergency reassignments, the County shall make a diligent effort to notify the Employee as far in advance as possible.

ARTICLE 9. TRAINING AND EDUCATION

Section 1. Tuition Assistance

- A. Purpose: To assist employees to better educate, train, and learn new skills, to remain competitive in our society and in turn use those skills to support the County of Santa Fe. Supervisors shall make reasonable efforts to encourage, support, and accommodate employees to pursue for-credit educational opportunities to receive the education needed to facilitate the development of knowledge, skills, and abilities that may assist the employee to achieve professional growth in their job classification. While educational assistance is expected to enhance employees' performance and professional abilities, the County makes no representation herein that gaining additional education will entitle the employee to automatic advancement, a different job assignment, or pay increase.
- B. Depending on the availability of funds and/or sufficient budget appropriation, tuition assistance may include the payment of tuition, registration fees, activity fees and laboratory fees for bargaining unit employees to attend "for credit" courses from an accredited educational institution. Tuition reimbursement will be taxed in accordance with established County policies, Federal/State law, and IRS regulations.

Section 2. Funding

- A. The County will endeavor to provide funding for job or career related courses, and for courses required for upward mobility within the County, or courses related to a desired degree that is job or career related. Only tuition charges, registration fees, activity fees and laboratory fees will be paid unless the course is required by the County. If an applicant is directed to attend class, the County will pay for all associated costs, including texts which will become the property of the County.

- B. If an employee registers late, they will be responsible for any additional costs beyond the regular registration fee.
- C. All tuition charges will be paid directly to the educational institution by the employee. Santa Fe County will reimburse the employee upon successful completion of the course and proof of the course grade of a "C" or better. In the event that a course is only offered on a PASS/FAIL basis, a grade of PASS will be acceptable.
- D. Depending on the availability of funds, and sufficient budget appropriation, Tuition Assistance may be denied, or partial assistance may be considered to allow for more employee participation. In the event that an employee does not have a declared degree and makes application to attend an institution, which is more costly than another school offering the same course, the employee will be directed to attend the latter. Tuition Assistance will be determined by the availability of funds and limited to a maximum of \$5,000.00 per employee for each calendar year.

Section 3. Process to apply for Tuition Assistance

- A. The employee shall present a completed application for tuition assistance, a document from the educational institution of the costs requested for reimbursement, and a schedule from the educational institution to include class days and times to the immediate supervisor and Department Director/Elected Official at least three (3) weeks prior to the first class date.
- B. If the application is approved the Department Director/Elected/Official or designee shall notify the employee within seven (7) working days to continue the process of the application.
- C. Upon such notification, the employee shall then forward the completed application, approved and signed by the supervisor and Department Director/Elected Official, the documentation of costs, and the class schedule to the Human Resources Office for final approval. All applications for tuition reimbursement are subject to the final approval of the Human Resources Director.

Section 4. Denial of Tuition Assistance

- A. If the application is denied, the Department Director/Elected Official or designee shall respond in writing to the employee within seven (7) working days of the denial of the application. The reasons for the denial shall be cited in the letter to the employee and forwarded to the HR Director with the application attached.
- B. If the application is denied by the Department Director/Elected Official, the employee shall have the right to request in writing reconsideration from the HR Director. The HR Director shall respond to the employee within seven (7) working days of receipt of the employees request for reconsideration.
- C. In the event that an application is denied by the Human Resources Director, or a requested reimbursement amount is reduced, and partial assistance is offered, the Human Resources Office shall notify the employee in writing, within seven (7) working days, the reason for denial or partial assistance.

Section 5. Approval of Tuition Assistance

- A. If the application is approved by the Human Resources Director, the Human Resources Office will then process the application and prepare a purchase requisition for tuition assistance.
- B. Upon completion of the course, the employee shall provide Human Resources with a copy of the official grade(s) from the educational institution. If the grade is a "C" or better or a "Pass," Human Resources will then coordinate with the Finance Department to get the reimbursement check for the applicant. When the check is complete, HR will notify the employee.

Section 6. Changes Affecting Approved Tuition Assistance Requests

- A. Employees who change their course status or withdraw from the institution must inform the Human Resources office and their immediate supervisor and Department Director or Elected Official in writing within one week of the action and the reimbursement agreement shall be void.
- B. If the employee's employment ends with Santa Fe County before the class is complete, the reimbursement agreement shall be void.
- C. If the employee transfers from one department to another within Santa Fe County, and the course for which reimbursement was committed is not relevant to the employee's new position, the HR Director shall determine whether the reimbursement agreement is void. The employee must request from the HR Director in writing a determination as to whether the agreement will remain in effect after the transfer. The employee request must be submitted to the HR Director within seven (7) working days of the transfer date. In the event that the employee does not request in writing a written determination from the HR Director within seven (7) working days of his/her transfer date the reimbursement agreement will become void. A decision will be made in writing by the HR Director within seven (7) working days of receipt of the written request.

Section 7. Educational Leave

- A. Educational leave under this section may be granted to employees upon the approval of the employee's immediate supervisor, Division Director, Department Director/Elected Official and the Human Resources Director, up to four (4) hours per week may be allowed for class attendance for a course scheduled during the normal business hours of 8:00 a.m. to 5:00 p.m. and that are directly related to the employee's job or for a degree program that is directly related to the employee's job. Educational leave must be requested prior to the intended time of the requested leave.
- B. If an employee would like to request educational leave for attendance of classes, the employee must complete the educational leave section of the tuition assistance application and have it signed by the immediate supervisor. This form shall be completed when an employee is requesting tuition assistance from the County and also when an employee is paying for the course without tuition assistance from the County. A copy of the class schedule must also be attached to be considered for educational leave. Upon receipt of the employee's application, approvals shall be made on a first come first served basis.

- C. Educational leave is to be used for actual class attendance and travel time to and from the institution during normal working hours. It will not to be used to provide the participant with study or homework time. Scheduled educational leave on any given day may be disapproved because of emergency or other unforeseen incidents.
- D. In the event that leave is denied under this section, written documentation detailing the reasons for denial will be provided to the employee and a copy will be forwarded to the Human Resources office.
- E. Part-time employees will not be granted educational leave.
- F. Human Resources shall post education and training opportunities when they become available.

This Article is contingent upon sufficient budget appropriation.

ARTICLE 10. HUMAN RESOURCES DIVISION RECORDS

- A. The employee's only official file shall be the file located in and maintained by the Human Resources Division. Employees or their designee as authorized in writing shall have the right to inspect and copy any portion of their human resources file at reasonable times and upon the advance notice of the desire to inspect any copy. In no event shall the employee remove the file from the Human Resources Office or remove any item from the official human resources File. A Human Resources representative shall monitor the inspection and copying of the file. An employee's inspection and copying of their file may be documented in the employee's file on Human Resource approved forms.
- B. Employees may submit a written rebuttal to any material placed in their records and may request in writing the removal of any material that, in the opinion of the employee is unwarranted, inaccurate, irrelevant, untimely, or incomplete.
- C. Before a complaint or disciplinary action against an employee becomes part of the official HR file, the employee will be notified.
- D. The employee may request in writing the addition of any documentation he/she deems relevant to his/her Human Resources file.
- E. The Human Resources Division shall respond in writing within ten (10) calendar days from the date of the receipt of any written request by an employee in accordance with this article.

ARTICLE 11. LABOR MANAGEMENT COMMITTEE/MEETINGS

- A. The parties shall maintain a Labor Management Committee (LMC) which shall be a standing committee for the duration of this Agreement.
- B. The LMC shall meet at least quarterly at mutually agreed upon time and place.
- C. The Union President, or designee and the Human Resources Director, or designee shall be members of the LMC and shall each appoint three (3) additional members of the Committee.

- D. The LMC shall be free to address any topic of mutual interest or concern which affects working conditions of bargaining unit employees or furthers good labor management relations. It is understood and agreed that while the parties shall not be restricted in the topics to be addressed, with respect to clarification of intent of the terms of this Agreement other than set forth herein, neither the discussions nor the outcome thereof shall be considered or treated as constituting a binding agreement between the parties unless reduced to writing, specifically identified in the body thereof as constituting a Memorandum of Understanding as set forth in Agreement.
- E. The LMC is not empowered to negotiate any revisions or amendments to this Agreement.

ARTICLE 12. EMPLOYEE ASSISTANCE PROGRAM

- A. The employer shall continue to provide free of charge, a confidential Employee Assistance referral services to offer professional assessment and short term counseling and referral services. This program is designed to assist employees and their immediate families with personal or work related problems that may affect the employee's well-being and job performance. Employees may self-refer when they recognize a need for assistance.
- B. Employees that meet with the EAP after a supervisor referral will be granted administrative leave up to two (2) hours for each appointment. Employees shall use either sick, annual, or leave without pay when self-referred to the EAP.
- C. No information relating to any matter covered by the EAP shall be disclosed without the employee's voluntary written permission unless otherwise required by law.

ARTICLE 13. EMPLOYEE PARKING

The Union and the County will jointly explore alternatives to provide solutions to employee parking problems.

ARTICLE 14. CORRECTIVE DISCIPLINARY ACTIONS

Section 1. Just Cause Discipline

Bargaining unit employees covered by this agreement in the job titles set forth in Article 3 Section 1 of this Agreement may only be disciplined for just cause. Nothing in this Agreement shall prevent the employer from disciplining bargaining unit employees.

Within ten (10) calendar days of the discovery of the facts upon which the discipline is based, the employee shall be presented with the corrective/disciplinary action or notified that an investigation is in progress. The Employer shall serve notice of the proposed corrective/disciplinary action within ten (10) calendar days of the completion of the investigation.

Section 2. Confidentiality and Representation

All disciplinary matters shall be held in strict confidence by the Employer and the Union. Discussions with the employees regarding disciplinary action shall be conducted in private. The employee may elect to have a representative present at any step of the corrective/disciplinary process. If an employee indicates that they would like to have a Union representative present at any step of the disciplinary process, the disciplinary process shall be delayed for a period not to exceed the following business day,

as in accordance with Article 4, Section 4.A of this agreement.

Employees who do not wish Union representation during the disciplinary process shall acknowledge such in writing to the Union and the Employer on the Waiver of Union Representation Form.

Section 3. Disciplinary Action

A. The County subscribes to the concept of progressive discipline and it shall be practiced as a corrective measure whenever possible. However, there are instances when a disciplinary action, including dismissal, is appropriate without first having imposed a less severe form of discipline first.

B. Delivery of Correspondence

For the purpose of the disciplinary process, the County will make an effort to hand-deliver any documentation, or correspondence related to the disciplinary process including but not limited to disciplinary action forms, memos, documents and correspondence and will be considered served immediately upon delivery. In cases where hand delivery is not practical, such materials will be mailed priority, certified return receipt requested and will be considered served on first date of attempted delivery by the U.S. Postal Service. For the purpose of this Section, days mean workdays to include Monday through Friday and not to include holidays or time when the County Administrative Offices are closed.

C. Forms of Disciplinary Action

1. Oral Warning/Reprimand

An oral warning reprimand is used to allow supervisors and employees the opportunity to discuss and correct minor infractions of performance, conduct or behavior. Employees shall be notified that further instances may require more progressive discipline. An oral warning/reprimand shall not be placed in the employee's official Human Resources file.

2. Written Reprimand

An employee shall receive a written reprimand because the deficiency or infraction is of a greater degree than that for which an oral warning reprimand may be used, or if a previous oral reprimand was not effective as corrective action. The following specific rules apply to written reprimands:

- a) Written reprimands for an employee's work performance, conduct or behavior shall be placed in the employee's official Human Resource file after the approval of the Human Resources Director and the County Manager.
- b) The employee may respond with a written rebuttal, which shall be placed in the employee's Human Resource file. The placement of a written reprimand in an employee's file is not subject to the appeal procedures set forth herein. A written reprimand can only be appealed to the Department Director/Elected Official.
- c) An employee may request in writing to the Human Resources Director to have a

written reprimand removed from the employee's Human Resources file and destroyed twelve (12) months after the employee received the reprimand, provided the employee has not received another written reprimand or other disciplinary action during the twelve (12) month period.

3. Suspension without Pay.

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. The following specific rules apply to suspensions without pay:

- a) Suspension will not exceed thirty (30) calendar days.
- b) Suspensions are subject to the appeal procedures set forth herein.
- c) Suspensions are a permanent part of the employees file, but cannot be used as a part of the progressive disciplinary process after five (5) years provided that the employee has not received another related or unrelated disciplinary action during the five year time period.

4. Demotions

- a) A demotion is a reassignment from a higher classification to a lower classification with a reduction of at least 5% of pay, but no more than the minimum of a new range.
- b) An employee may be demoted for a single serious offense or for continued inadequate job performance or misconduct after previous attempt(s) to correct the conduct have failed.
- c) Demotions are subject to the appeal procedures set forth herein.

5. Dismissals

An employee may be dismissed for a single serious offense or for continued inadequate job performance or misconduct after previous attempt(s) to correct the conduct have failed. Dismissals are subject to the appeal procedures set forth herein.

D. Procedures Common to Written Reprimands, Suspensions-without pay, Demotions, and Dismissals.

The following procedures apply to all disciplinary actions other than oral reprimands:

1. The Elected Official/Department Director or designee will present the proposed disciplinary action to the employee in person and give the employee the opportunity to respond to the allegations.

2. After discussing the proposed disciplinary action with the employee, the Elected Official/Department Director or designee will advise the employee of the recommended disciplinary action that will be forwarded to the Human Resources Director.
3. The employee will be asked to acknowledge having read and discussed the incident by signing the Disciplinary Action Report. If the employee refused to sign, a witness will attest in writing that the Disciplinary Action Report was presented to the employee for signature. The witness's signature indicates that the employee received the Disciplinary Action Report, but does not necessarily indicate concurrence with its content. The employee will be given a copy of the disciplinary action report along with any accompanying documentation.
4. Where the recommended disciplinary action is a suspension without pay, demotion, or dismissal, the Elected Official/Department Director or designee will advise the employee of their right to request a pre-disciplinary hearing with the Human Resources Director.

E. Administration Leave Pending Outcome of the Investigation.

In cases where County property, other employees, or the public are at risk or when there is a pending investigation because of the employee's action, the Elected Official/Department Director, with the approval of the County Manager or designee may put the employee on administrative leave with pay until the investigation is completed and/or the disciplinary proceedings through any appeal to the County Manager are completed. This leave shall not exceed twenty (20) working days, unless a longer leave is approved by the County Manager.

Section 4. Pre-Disciplinary Hearing and Appeal Procedures

A. Applicability.

The pre-disciplinary hearing and appeal procedures set forth in this Article apply to suspensions, demotions, and dismissals.

B. Pre-Disciplinary Hearing.

1. Request for Pre-disciplinary Hearing.

Within five (5) working days of their receipt of the recommended disciplinary action from the Elected Official/Department Director or designee, the employee may request a pre-disciplinary hearing by delivering a written request to the Human Resources Director and the Elected Official/Department Director or designee. The proposed disciplinary action shall include the employee's right to a pre-disciplinary hearing as per this section.

2. Pre-disciplinary Hearing Process.

- a) Within five (5) working days of receipt of the request for a pre-disciplinary hearing, the Human Resources Director or designee shall schedule a time, date, and location for the pre-disciplinary hearing. The time, date, and location for the pre-disciplinary hearing can be revised upon the written agreement of the parties, but shall be scheduled no later than ten (10) working days after the request for a pre-disciplinary hearing.

- b) The Human Resources Director or designee and Elected Official/Department Director or designee shall meet with the employee and the employee's representative, if any, at the appointed time, date, and location. At the pre-disciplinary hearing the employee shall have the opportunity to respond to the recommended disciplinary action. The County Attorney or designee may also be present. Pre-disciplinary hearings may be recorded.
- c) The Human Resources Director or designee will issue a decision in writing within five (5) working days of the pre-disciplinary hearing. The written decision shall include the time, date, and location of the meeting, persons present, and the determination. The written decision shall be either delivered directly to the employee (obtaining employee's signature of receipt of the decision) or be sent to the employee by certified mail, return receipt requested.

C. Appeals to County Manager

1. Within five (5) days of a hand delivered notification or ten (10) days of a certified mailing of the Human Resources Director's decision, the employee may appeal the decision of the Human Resources Director, to the County Manager, by delivering a notice of appeal to the Human Resources Director; the notice of appeal will then be forwarded by the Human Resources Director to the County Manager. The Human Resources Director's decision shall include the employee's right to appeal his/her decision, to the County Manager, as per this section.
2. The County Manager or designee will render a written decision, based upon a review of all documentation, within five (5) working days of receipt of the employee's appeal request; provided, however, that the County Manager or his or her designee may, but is not required to, schedule a hearing before rendering a decision; it being further provided, that such hearing must be scheduled within five (5) working days of the County Manager's receipt of the appeal request. The County Manager's or designee's decision will be delivered directly to the employee (obtaining employee's signature of receipt of the decision) or be sent to the employee by certified mail, return receipt requested.

D. Appeals to Third-Party Arbitrator.

1. Notice of Appeal

Within five (5) working days of their receipt of the County Manager's or designee's written decision, the employee may appeal the County Manager's decision to a third-party arbitrator by delivering a written notice of appeal to the Human Resources Director. The notice of appeal will then be forwarded by the Human Resources Director to the County Manager. The County Manager's decision shall include the employee's right to appeal his/her decision, to a third part arbitrator, as per this section.

2. Appeal Procedures.

Appeals of the County Manager's or designee's disciplinary decision shall be conducted in accordance with the arbitration procedures set forth in Article 16 of this agreement.

ARTICLE 15. GRIEVANCE PROCEDURES

A. Purpose

The purpose of these grievance procedures is to secure, at the lowest possible administrative level, the resolution and remedying of alleged violations of this Agreement. There shall be no other forum or procedures for remedying violations of this Agreement other than the grievance procedures contained in this article.

B. Definitions

1. "Grievance" is an allegation that a violation, misapplication, or misinterpretation of any provision of the agreement has occurred.
2. "Grievant" means the person or entity claiming that this Agreement has been violated and may be a bargaining unit employee, a group of bargaining unit employees, the Union, if bringing a grievance on the bargaining unit employees' behalf, or the County.
3. "Days" mean business days, Monday through Friday, but not including holidays observed by the County.

C. General Procedures

1. The time limits specified at each step of these are maximums, and the parties agree to try and expedite the process when possible.
2. If the County, department, or Union fails to comply with the time limits set forth with respect to any step of these procedures, the grievance shall be considered automatically appealed to the next step in the procedures.
3. If the grievant fails to comply with any time limit applicable to grievant, the grievance shall be considered abandoned.
4. The time limits set forth herein may be extended by mutual written agreement of the parties.
5. A grievance is initiated whenever a written "Notice of Grievance" is delivered to the person to whom it must be delivered under these procedures. A grievant must initiate a grievance within ten (10) days of the date upon which the grievant knew, or reasonably should have known, of the facts upon which the grievance is based.
6. A Notice of Grievance must be signed by the grievant and/or their Union representative (if the grievant is a bargaining unit employee) and contain, at a minimum, the following:
 - i. the name(s) of the bargaining unit employee(s) effected by the alleged violation of this Agreement;
 - ii. the name, address and telephone number of the Union representative, if any, representing the bargaining unit employee(s);
 - iii. what provision(s) of this Agreement are alleged to have been violated;

- iv. the alleged facts constituting the alleged violation;
 - v. the names of individuals with information relevant to the grievance; and
 - vi. the relief sought.
7. Requests for appearance of County employees as witnesses will be made through the Human Resources Office. An employee called as a witness during working hours shall be paid at his/her regular rate of pay by the County.
 8. Employees called as a witness during time off shall be paid at straight time for the time spent at the hearing by whichever party identifies the employee as a witness. This time is not considered time worked for the purpose of computing overtime compensation.

D. Steps for Grievances by and on behalf of Bargaining Unit Employees

1. The parties encourage the resolution of disputes between effected bargaining unit employees and their immediate supervisors outside of the formal grievance procedures. To be considered timely, however, the grievant must deliver a written "Notice of Grievance" to the immediate supervisor of the effected bargaining unit employee(s) and the Elected Official/Department Director in charge of the employee's department within the time limits set forth in Article 15.C.5. of this Agreement. Ten (10) days shall be allowed for the grievance to be resolved at the immediate supervisor level. The Elected Official/Department Director may, but is not required to, intervene at the immediate supervisor level to help resolve the grievance.
2. If the grievance is not resolved within ten (10) days of the date the Notice of Grievance is delivered to the immediate supervisor and the grievant desires to proceed to the next step in these procedures, the grievant must file a "Notice of Grievance" with the Human Resources Director within fifteen (15) days of the date when the notice of grievance was delivered to the immediate supervisor and Elected Official/Department Director or designee. No later than ten (10) days following receipt of the Notice of Grievance, the Human Resources Director or designee shall schedule a meeting to consider the grievance. The grievant and the Elected Official/Department Director or designee shall be entitled to bring documents and/or witnesses (at the expense of the party bringing the documents or witnesses) to the meeting in order to present evidence on their behalf. Each party shall have the right to cross-examine witnesses brought by the other party.
3. The Human Resources Director or designee shall render a written decision resolving the grievance within ten (10) days of the meeting.
4. The grievant may appeal the Human Resources Director's Decision to the County Manager by delivering a notice of appeal and all supporting documents to the County Manager, with a copy to the Human Resources Director, within ten (10) days of their receipt of the Human Resources Director's written decision. The County Manager or designee may, but is not required to, schedule a meeting within ten (10) days of their receipt of the notice of appeal, to which each party shall be entitled to bring documents and/or witnesses (at the expense of the party bringing the witness). Each party shall have the right to cross-examine witnesses brought by the other party. The County Manager or designee

shall, within ten (10) days of the meeting or within ten (10) days of their receipt of the notice of appeal, whichever is later, render a written decision resolving the grievance.

5. The grievant may appeal the County Manager's or designee's decision to an arbitrator by serving a notice of appeal on the County Manager, with a copy to the Human Resources Director, within ten (10) days of their receipt of the County Manager's or designee's written decision. Such arbitration shall be in accordance with Article 16 of this Agreement.
6. If the Union initiates the grievance which results in arbitration, the Union shall be responsible for 50% of the arbitration costs.

E. Steps for Grievances by the County

1. The County initiates a grievance by delivering a Notice of Grievance to the Union President. The County and Union shall meet within ten (10) days to try and resolve the grievance.
2. If the grievance is not resolved within ten (10) days of the Union President's receipt of the Notice of Grievance, the County may seek resolution through the Public Employees Labor Relations Board. However, if the Public Employees Labor Relations Board declines or fails to resolve a matter submitted for resolution by the County, the County through the County Manager, may initiate arbitration by serving a demand for arbitration on the Union within twenty (20) days of the date on which the Public Employees Labor Relations Board declines or fails to resolve a matter submitted for resolution by the County. Such arbitration shall be in accordance with Article 16 of this Agreement. As a preliminary step prior to arbitration, the County may, with the consent of the Union, initiate mediation in accordance with section F below. Mediation must be completed within fifteen days after the County and Union meet to try and resolve the grievance. If mediation is attempted and unsuccessful at resolving all issues, the County may commence arbitration within twenty (20) days of the mediation.
3. If the County initiates the grievance which results in arbitration, the County shall be responsible for 70% of the arbitration costs.

F. Mediation

1. Mediation is a confidential and voluntary process in which an impartial person helps the employee and employer discuss a grievance in an effort to assist the parties in reaching an amicable resolution to a disciplinary matter. The employer and employee must both desire to participate in mediation before this mechanism of dispute resolution can be utilized. If either the employer or employee prefers not to participate in mediation, mediation will not be available to resolve a grievance.
2. If after all steps in the grievance procedure, prior to arbitration, have been completed and there remains an unresolved grievance, a party may elect to pursue mediation. The party initiating mediation must send a certified letter to the other party inquiring about the other party's willingness to participate in mediation. The party receiving a request for mediation must respond in writing within seven (7) days of receipt of the written request indicating whether they are prepared to participate in mediation. If the parties agree to mediation, the date of the written acceptance of the offer to mediate shall mark the beginning of a stay of the disciplinary process. The stay shall continue for up to thirty (30) days while the parties

attempt to mediate their dispute. If the parties do not agree to mediate, there will be no stay of the disciplinary process. Thirty (30) days after written acceptance of the offer to mediate or upon completion of mediation, whichever occurs first, the stay of the disciplinary process will terminate, unless the dispute was resolved during mediation, in which case there will be no further need for disciplinary proceedings.

3. The party accepting the invitation to mediate a grievance shall select the mediator unless the parties agree upon a mediator within seven (7) days after written acceptance of the offer to mediate.
4. The parties shall each be responsible for fifty percent of the cost of mediation. The mediator shall be paid for mediation services in advance of the mediation.

G. Miscellaneous

1. No reprisal or retaliation by any party shall be taken against any person who participates or, is a witness in a grievance proceeding.
2. A grievant or the party charged may be accompanied and represented at any hearing or meeting conducted under these grievance procedures. A grievant may be accompanied or represented by the Union and/or legal counsel at any hearing or meeting conducted under these grievance procedures at their own cost.
3. A bargaining unit employee, acting individually, may present a grievance without intervention of the union, provided the grievance must be processed in accordance with this Agreement. An adjustment made shall not be inconsistent with or in violation of this Agreement.
4. If a grievance affects a group of two (2) or more bargaining unit employees or involves an action or a decision by the County or the Elected Official/Department Head that has a County wide or department wide impact, the Union may submit the grievance on behalf of the effected bargaining unit employees.
5. All documents related to a grievance shall be maintained as a separate file from an employee's personnel file. This provision shall not apply to documents related to a grievance over a disciplinary action unless such documents are removed from an employee's personal file as relief given in the disposition of a grievance.
6. All grievances and grievance responses shall be filed and processed in accordance with this Agreement.
7. The processing of grievances by the Union and/or bargaining unit employees shall be conducted on non-County paid time unless otherwise agreed by the parties.
8. Grievances may be withdrawn or modified by the Union at any step of the grievance procedure.
9. The grievant may not invoke arbitration or mediation under this article without Union consent.

10. Tape recorders or other electronic devices may be used by any party participating in the grievance, provided notice of the use of the recording device is provided to the other party prior to commencement of the proceeding, and provided a copy of the recording is provided to the other party if requested at the requesting parties' expense.

ARTICLE 16. ARBITRATION

The parties are prohibited from violating written agreements in force, which were negotiated in accordance with the Public Employee Bargaining Act. Any controversy concerning an alleged contract violation may be submitted for binding arbitration. The Union may file a petition to the Public Employees Labor Relations Board or board with jurisdiction, regarding a contract violation provided that all guidelines set forth in Article 15, up to and including section D, subsection 4, of this agreement have been exhausted.

A. Initiation of Arbitration.

The County and the Union agree to pursue settlement of issues before proceeding to binding arbitration. The parties shall meet within fourteen (14) calendar days of the request for arbitration.

Bargaining unit employees and/or the Union initiate arbitration by delivering a Notice of Appeal, in accordance with this agreement. The County initiates arbitration by serving a Demand for Arbitration concerning grievances, in accordance with this agreement.

B. Selection of Arbitrator.

Within five (5) days of the date of delivery of the Notice of Appeal or Demand for Arbitration, the parties shall meet to determine whether they can choose a mutually agreeable arbitrator. If the parties are unable to agree upon an arbitrator within ten (10) days of the date of delivery of the Notice of Appeal or Demand for Arbitration, the party initiating arbitration shall request from the Federal Mediation and Conciliation Service ("FMCS") a list of seven (7) arbitrators who reside within New Mexico. Prior to submitting the request to the FMCS, the party initiating arbitration shall consult with the other party to determine whether the parties should further limit the universe of acceptable arbitrators by specifying additional special requirements (e.g., specializations, organizational membership and certification requirements, etc.) on the FMCS Request for Arbitration Panel form. The party initiating arbitration shall strike the first name from the FMCS list of arbitrators. The parties shall alternatively strike names until there is one name remaining, who shall be the arbitrator.

An arbitrator selected pursuant to this section must be neutral. If it is communicated by FMCS that there is not a sufficient number of available arbitrators residing in the State of New Mexico, FMCS shall be authorized to include arbitrators residing in surrounding states, starting with Arizona and Colorado.

C. General Procedures.

All arbitration matters not addressed in this Agreement or in a subsequent written agreement between the parties, including, but not limited to, confirmation of the arbitrator's award, motions to vacate the award, and disclosure by an individual who has been requested to serve

as an arbitrator of facts likely to affect their impartiality, shall be controlled by the Uniform Arbitration Act, NMSA 1978, § 44-7A-1, et seq.

D. Time and Place of Hearing.

The hearing shall be held within Santa Fe County, New Mexico, within thirty (30) days after the arbitrator accepts their appointment.

E. Discovery.

The arbitrator may authorize the exchange of reasonable discovery prior to the hearing on the merits, such authorized discovery to be consistent with the goal of the just, speedy, and inexpensive disposition of the arbitration.

F. Pre-Hearing Conference.

As soon as practicable after the arbitrator's appointment, the arbitrator shall schedule a pre-hearing conference. The following issues shall be discussed at the pre-hearing conference:

1. Type, subject matter, and timing of discovery; including discovery response deadlines and a deadline for the close of all discovery;
2. Deadlines for the exchange of preliminary and final lists of hearing exhibits and witnesses;
3. A deadline for the filing of pre-hearing motions;
4. A mutually agreeable hearing date;
5. Stipulations regarding the issues in dispute and hearing exhibits; and
6. Such other matters as may facilitate the just, speedy, and inexpensive disposition of the arbitration.

The arbitrator shall issue an order reciting the action taken at the pre-hearing conference.

G. Telephonic Hearings and Conferences.

The pre-hearing conference and all other conferences and hearings except the hearing on the merits may be conducted telephonically and, if the arbitrator does not reside or have a place of business in Santa Fe County, shall be conducted telephonically.

H. Burden of Proof; Order of Presentation.

The grievant — i.e., the party alleging the violation of this Agreement— shall have the burden of proof in grievances. The County shall have the burden of proof in appeals of disciplinary actions. The party with the burden of proof shall present their case first and, after presentation of the other side's case, shall, subject to the arbitrator's authority to reject evidence that is cumulative, unreliable, unnecessary, or of slight value, be allowed to offer evidence to rebut the

other side's evidence. Each party shall be responsible for securing the presence of their own witnesses at the hearing.

The standard of proof in all arbitrations under this Agreement shall be by the preponderance of the evidence.

I. Power of Arbitrator.

The arbitrator shall not have the authority under any circumstances to:

1. Award punitive damages;
2. Award attorney's fees, costs and other expenses of arbitration;
3. Make any award that adds to, subtracts from, modifies, amends, or in any other way changes the provisions of this Agreement, it being the intent of the parties that any arbitral award shall be based exclusively upon the terms of this Agreement rather than any general theories of labor law or justice; or
4. Substitute their judgment for that of the County or the Union in any matter where the County or Union is vested with discretion under this Agreement.
5. In disciplinary cases, enter orders other than to impose an award of back pay, and/or reinstatement or reinstatement to a similar position. Any award of back pay must include an offset for wages and benefits the employee accrued, including unemployment benefits. In a disciplinary matter, the employee has a duty to mitigate damages.

J. Evidence.

At the hearing, the parties may offer evidence that is relevant to any issue of consequence to the determination of the arbitration. The arbitrator shall be the judge of the relevancy of the evidence offered, and although generally followed, strict conformity to legal rules of evidence shall not be necessary. The arbitrator may request offers of proof and may reject evidence deemed by the arbitrator to be cumulative, unreliable, unnecessary, or of slight value compared to the time and expense involved. All evidence shall be taken in the presence of the arbitrator and all of the parties, except where (i) any of the parties is absent, in default, or has waived the right to be present or (ii) the parties and the arbitrator otherwise agree.

K. Recording of Hearing; Transcript.

The hearing on the merits shall be tape recorded. Either party may arrange for a transcription to be made from the recording or to have the hearing on the merits also recorded by stenographic means. Unless the parties otherwise agree, the cost of creating such a transcript or the cost of the stenographer shall be borne by the party making the arrangements.

L. Award.

1. The arbitrator's award shall be in writing and shall include the decision, the rationale, and, if appropriate, relief. The arbitrator shall issue their award within thirty (30) days of the close of the hearing.
2. The Arbitrator's decision shall be final and binding upon the County, the Union, and the grievant, except as provided by law.
3. Challenges to the arbitrator's decision shall be filed in a court of lawful jurisdiction within sixty (60) calendar days of the filing party's receipt of such decision.
4. The standard of review on appeal shall be governed by the New Mexico Uniform Arbitration Act. [Section 44-7A-1 NMSA 1978 et seq.]
5. The Arbitration Award shall be considered an award issued under the provision of the State's Uniform Arbitration Act.

M. Responsibility for Arbitrator's Fees and Costs and Other Expenses.

Both parties agree that each party shall deposit one half of the cost for arbitration into an escrow account upon receipt of the Arbitrator's estimate of costs. The amount of money deposited shall be based upon the arbitrators' estimation of the cost. All other costs associated with the arbitration, including the cost of securing witnesses and attorney's fees, shall be borne by the party incurring the costs.

ARTICLE 17. LEAVE OF ABSENCE

Section 1. General

All requests for leaves of absence, with or without pay, shall be made to the immediate supervisor for approval on forms prescribed by the Employer. All requests shall be submitted in advance of the beginning date of the leave as specifically outlined in this article-except for requests of unanticipated sick leave which shall be submitted for approval upon return to work.

Section 2. Sick Leave

- A. Sick leave shall be authorized by the employee's supervisor when an employee is unable to perform normal job duties due to medical considerations, or when a member of the employee's immediate family is ill. The employer shall not ask the employee to provide information as to his/her diagnosis or condition, or the condition of immediate family members, except as permitted by applicable law. For purposes of this section, an "Immediate family member" is defined as a spouse, child, parent, sibling, grandparent, grandchild, step-parent, step-child, step-sibling, foster child, father-in-law, mother-in-law, son—and daughter-in-law, and brother and sister-in-law, domestic partner, domestic partner's child and domestic partner's parent, aunt and uncle and shall include persons living in the employee's household.
- B. Bargaining unit members are eligible for sick leave accrual based on actual hours worked and during paid leave in accordance with the following schedule:

1. Regular employees shall accrue a maximum of 3.08 hours of sick leave per paid period.
 2. Part-time employees shall accrue sick leave on a pro-rated basis.
- C. There is no accrual limitation and there shall be no pay for sick leave upon termination.
- D. If during the term of this agreement, non-bargaining unit employees' accrual rates are increased, bargaining unit employee's accrual rates shall be increased proportionately.
- E. The employee or immediate family member (if the employee is physically unable) shall request sick leave a minimum of thirty (30) minutes prior to the bargaining unit employee's scheduled start time. In the cases of employees assigned to shift work at facilities that maintain a 24-hour operation, sick leave shall be requested a minimum of two (2) hours prior to the scheduled beginning of their work period.

Section 3. Sick Leave Sell Back

An employee may, at the time of retirement, sell back all unused leave over 240 hours at one-half (1/2) the employee's hourly rate, providing the following criteria are met:

1. An employee must state in writing their intention to retire to the Department Director/Elected Official.
2. An employee has submitted an officially executed copy of an approved PERA retirement form.
3. An employee will not receive their sick leave buy back proceeds prior to the effective date of retirement.

Section 4. Medical Certification/Physician's Certificate

- A. A physician's certificate shall be required when the employee is absent from work for three or more consecutive days.
- B. A physician's certificate is also required when sick leave is due to the serious illness of an immediate family member or when the employee is absent from work for three or more consecutive days for this reason.
- C. A physician's certificate may be required by a supervisor when an identified pattern of sick leave usage develops, in order to preclude the possibility of sick leave misuse.

Section 5. Donation of Annual Leave

- A. Employees may donate annual leave to other employees within the County if a catastrophic and unplanned medical situation arises which forces the employee to exhaust all of his or her sick leave, personal leave, compensatory time, and annual leave. The annual leave will be removed from the employee donating leave, and placed in sick leave balance of the employee receiving the leave.
- B. Any donation of leave is strictly voluntary. Requests by bargaining unit employees who require the donated leave and their reasons for such requirement will be made to the Department

Director and the Human Resources Director. The Human Resources Director shall forward the request to the County Manager. Upon approval of the County Manager, the Human Resources Office will send out a County-wide e-mail requesting the donations of leave to include the deadline to donate leave. The Human Resources Offices shall transfer the donated leave to the leave balance of the employee converting the dollar value of the donor's leave based on the donor's hourly rate of pay, to hours of leave based on the recipient's hourly rate of pay using a form approved by the Human Resources Director.

- C. Donated annual leave shall revert to the employees who donated the leave on a prorated basis when the catastrophic medical emergency ends or the employee separates from the County.

Section 6. Sick Leave Incentive Program

- A. Full time employees who use (8) eight hours of sick leave or less from January 1 through June 30, shall receive (8) eight hours of additional annual leave. Employees who work less than (40) forty hours per week and use (4) four hours or less of sick leave shall receive (4) four hours of additional annual leave.
- B. Full time employees who use (8) eight hours of sick leave or less from July 1 through December 31 shall receive (8) eight hours of additional annual leave. Employees who work less than (40) forty hours per week and use (4) four hours or less of sick leave shall receive (4) four hours of additional annual leave.

Section 7. Annual Leave

- A. Bargaining unit employees shall accrue and utilize annual leave pursuant to the following:
- B. Employees shall make requests for annual leave to their immediate supervisor in advance within the time proportionate to the amount of leave requested, i.e., if the employee is requesting two weeks of annual leave, the employee shall request it two weeks in advance, etc. Annual leave will not be granted in advance of accrual.
- C. Requests for annual leave shall be considered on a first come first served basis; however, when more than one employee has requested the same annual leave time off at the same time, the supervisor shall select the requesting employees for approval of annual leave based on County seniority.
- D. Bargaining unit members are eligible for annual leave accrual based on actual hours worked and during paid leave in accordance with the following schedule:
 - 4.62 hours per pay period if more than one year but less than five years of continuous service
 - 6.13 hours per pay period if more than five years but less than ten years of continuous service
 - 6.46 hours per pay period if more than ten years of continuous service
- E. Part-time employees shall receive annual leave on a pro-rated basis, according to the number of hours actually worked.

- F. A maximum of two hundred and forty hours (240) of annual leave may be carried forward to the next calendar year.
- G. Upon separation from employment, an employee shall be entitled to payment of accrued annual leave at their current hourly rate, as of the date of separation. In the event of the death of an employee, the employee's estate shall be entitled to payment of the accrued annual leave as of the last day worked.
- H. If during the term of this agreement, non-bargaining unit employee's accrual rates are increased, bargaining unit employee's accrual rates shall be increased proportionately.

Section 8. Administrative Leave

Any employee may be placed on administrative leave with pay when it is in the best interest of the County to do so. The County Manager or designee must authorize administrative leave.

Section 9. Civic Duty Leave

A. Voting

1. In accordance with the provision of Section 1-12-42 NMSA 1978, employees who are registered voters shall be granted up to two hours for the purpose of voting between the opening and closing times of the polls.
2. The Employer shall specify the hours during this period in which the employee may be absent.
3. If an employee is found to have abused this leave, the employee shall be subject to disciplinary action.

B. Jury Duty

1. When in accordance to a subpoena, an employee appears as a witness before a federal or state grand jury or court, or before a federal or state agency, the employee shall be entitled to leave with pay for the required period. Fees received as a witness, excluding reimbursement for travel and meal shall be remitted to the County of Santa Fe Finance Department. In cases where employees are testifying against the County as the plaintiff or such appearances are for personal reasons, employees use accrued annual, compensatory or personal holiday leave time.
2. A person shall be entitled to leave with pay for serving on a federal or state grand or petit jury. Fees received as a juror excluding reimbursement for travel, shall be remitted to the County of Santa Fe Finance Department.
3. An employee who is released from jury duty shall report to work upon release. Failure to adhere to this provision will be considered unauthorized absence and may result in disciplinary action.

Section 10. Leave for Inclement Weather

- A. The County may close offices and/or send non-essential employees home due to inclement weather and grant administrative leave with pay. Essential employees are employees charged with the responsibility for public health, safety and welfare and are required to report and remain at their posts during work hours.
- B. Essential employee's who are not granted administrative leave, and are required to remain on-duty, shall be granted equivalent administrative leave. The employees shall be notified of their right to take equivalent administrative leave the first pay day following the day of inclement weather. The notice to the employees shall be from the Human Resources Office and attached to the employee's paycheck. The employee shall have two full pay periods from notification to take the leave. Leave not used will be forfeited.
- C. Employees shall be responsible for time taken in excess of administratively approved amounts and employees shall be charged with leave for all normal work hours missed.
- D. If an employee leaves work due to inclement weather with a supervisor's approval prior to administrative leave being granted by the County Manager, the employee will only be credited for the administrative leave granted by the County Manager.
- E. Leave requests for public school delay for those employees with school age children are the responsibility of the employees unless notified of official county government weather related delay. Employees are still responsible for notifying their supervisor and securing leave approval for official school delays.

Section 11. Leave Without Pay (LWOP)

- A. An Elected Official/Department Director or designee may approve LWOP for up to ten working days upon the written request from the employee. A request by an employee for LWOP in excess of ten working days must be approved by the Department Director/Elected Official, Human Resources Director, and the County Manager or designees.
- B. LWOP, when requested, may be granted only when the Elected Officials/Department Director can assure a position of like status, pay, and at the location upon the return of the person from LWOP.
- C. If the Elected Officials/Department Director cannot assure a position in the same location and the employee agrees in writing to waive that requirement, LWOP may be granted.
- D. LWOP may not exceed six (6) months during any twelve (12) twelve month period in the case of a bargaining unit employee.
- E. Employees shall not accrue sick or annual leave while on LWOP.
- F. Failure to report to work upon the expiration of approved LWOP shall be considered as a voluntary resignation on the part of the employee.
- G. Benefits at Employee's Expense:

1. An employee does not accrue leave while on leave without pay. In order to receive the County's contributions to group health benefits, employees must meet the current threshold for paid status per pay period which is established by the Risk Management Division of the State of New Mexico. Employees on leave under the Family Medical Leave Act are an exception to this paid status requirement.
2. An employee on leave without pay wishing to continue receiving group health benefits may do so, at the employee's expense, by submitting the employee's and the County's share of the premium, as required, to the Human Resources office on each regular pay day.

Section 12. Personal Leave Day

- A. Bargaining unit employees shall be entitled each calendar year to receive one (1) one personal leave day equivalent to a normal work shift. The leave may be used for any purpose. Employees may not divide the personal leave day.
- B. The personal leave day must be taken by the last full pay period each December, or it will be forfeited
- C. The employees will not be compensated for the personal leave day upon separation if not used.

Section 13. Military Leave

A. Paid Military Leave for Reserves or National Guard Activities

1. Paid military leave is granted for authorized reserve or National Guard activities for a maximum of fifteen (15) fifteen workdays per Federal Fiscal year (October-September). Military leave must be requested (20) twenty working days in advance when possible. The employee must furnish proof of duty order or other documentation prior to leave being granted unless the leave is for emergency purposes.
2. The Board may grant members of National Guard paid military leave for emergency/crisis situations in addition to that already given by law. Such additional leave shall not exceed (15) fifteen work days per federal fiscal year unless otherwise approved by the County Manager or designee.

B. Unpaid Military Leave

Employees voluntarily or involuntarily serving on active duty for more that (15) fifteen working days shall be placed on leave without pay. The employee taking military leave will not first be required to exhaust annual and sick leave.

C. Employees Returning from Unpaid Military Leave

1. Any employee who leaves a position held with the County, other than a temporary position, to enter the armed forces of the United States, National Guard or organized reserve, and who serves on active duty to complete his/her remaining service in reserve component, and who is still qualified to perform the duties of the County position previously held, shall be re-employed in such a position or to a position of like seniority, status, and pay.

2. To be re-employed in such position, the employee must make application for re-employment within (90) ninety calendar days after being relieved from training or duty, or from hospitalization of a service-related injury continuing after discharge for a period of not more than (1) one year.
3. The returning employee will be deemed to have accrued seniority and length of service rights as though employment with the County had been continuous since the date of initial employment.
4. The returning employee shall have all annual and sick leave accrued at the time of departure for military service restored.

Section 14. Family Medical Leave (FMLA)

Employees shall be granted family medical leave pursuant to the Family and Medical Leave Act of 1993 (FMLA) and the Human Resources Handbook.

Section 15. Injury Leave

Injury Leave will be granted in accordance with the provisions of the New Mexico Workers' Compensation Act Section 52-1-1 NMSA 1978 et seq.

Section 16. Bereavement Leave

- A. Each bargaining unit employee shall be eligible to use up to three (3) days of bereavement leave in the event of the death of an immediate family member.
- B. For purposes of this section, an "immediate family member" is defined as a spouse, child, parent, sibling, grandparent, grandchild, step-parent, step-child, step-sibling, foster child, father-in-law, mother-in-law, son-and daughter-in-law, and brother and sister-in-law, domestic partner, domestic partner's child and domestic partner's parent, aunt and uncle and shall include persons living in the employee's household.
- C. Additional leave may be granted at the request of the employee in the event of a death in the employee's immediate family as defined in this article. This additional leave shall be charged to annual leave, personal leave, sick leave, or comp time or be taken as leave without pay.
- D. An additional two days of administrative bereavement leaves may be granted by the County Manager if requested by the employee.

Section 17. Mentor Leave

The Employer shall allow bargaining unit employees up to one hour of administrative leave per week to participate in a recognized mentorship program as designated by the Human Resources Division.

Section 18. Educational Leave

- A. Educational leave under this section may be granted to employees upon the approval of the employee's immediate supervisor, Division Director, Department Director/Elected Official and the Human Resources Director, up to four (4) hours per week may be allowed for class

attendance for a course scheduled during the normal business hours of 8:00 a.m. to 5:00 p.m. and that are directly related to the employee's job or for a degree program that is directly related to the employee's job. Educational leave must be requested prior to the intended time of the requested leave.

- B. If an employee would like to request educational leave for attendance of classes, the employee must complete the educational leave section of the tuition assistance application and have it signed by the immediate supervisor. This form shall be completed when an employee is requesting tuition assistance from the County and also when an employee is paying for the course without tuition assistance from the County. A copy of the class schedule must also be attached to be considered for educational leave. Upon receipt of the employee's application, approvals shall be made on a first come first served basis.
- C. Educational leave is to be used for actual class attendance and travel time to and from the institution during normal working hours. It will not be used to provide the participant with study or homework time. Scheduled educational leave on any given day may be disapproved because of emergency or other unforeseen incidents.
- D. In the event that leave is denied under this section, written documentation detailing the reasons for denial will be provided to the employee and a copy will be forwarded to the Human Resources office.
- E. Part-time employees will not be granted educational leave.
- F. Human Resources shall post education and training opportunities when they become available.

This Article is contingent upon sufficient budget appropriation.

ARTICLE 18. FILLING OF VACANCIES

Section 1. Posting of Vacancies

- A. Santa Fe County encourages the professional growth of its employees and rewards their creativity, commitment, and diligence through the promotion process. Employees will not be discouraged to apply for any vacant position. Bargaining unit employees may accept a temporary position if they choose to do so with the understanding that the employee status will change from classified to temporary, non-Union.
- B. All vacant bargaining unit positions shall be posted simultaneously in-house and publicly for a minimum of five (5) calendar days by the Human Resources Division or its designee unless the County deems it beneficial to advertise internally only. All vacant bargaining unit positions shall be advertised on designated County bulletin boards and on the County website. A copy of the job announcement shall be provided to the designated Local 1782 Union official.
- C. The job announcement shall contain the classification of the position, the testing requirement for applicants, if any, the minimum qualifications for the position, the FLSA and Union status, the work location of the vacancy, a description of working conditions, a general description of the position, examples of work, the pay range of the position, the location where applications are to be filed, the opening and closing dates, and the time frames for accepting applications.

Section 2. Selection

- A. The Human Resources Department will compile a certified list of eligible candidates consisting of qualified applicants. The certified list of eligible candidates shall be valid for the specified classification for a period of ninety (90) days. All qualified bargaining unit employees shall be interviewed.
- B. Selection of applicants to classified bargaining unit positions shall be made only from a list of eligible candidates. Pre-selection for a bargaining unit position is strictly prohibited.
- C. First consideration for all vacant bargaining unit positions will be given to applicants that are current County employees or former County employees who have been laid off within the previous six (6) months and who meet minimum qualifications; however this does not guarantee that bargaining unit employees or previous bargaining unit employees will be selected for the position.
- D. Within fourteen (14) calendar days of selection from a certified list of eligible candidates, departments shall notify the applicants not selected for the position.
- E. Final recommendations for hire shall be made by the Department Director/Elected Official, Human Resources Division Director, Finance Division Director, to the County Manager or designees for approval.

Section 3. Qualification for Promotion

Promotion is made on the basis of education, experience, training, skills, job performance, and dependability.

Section 4. Promotion

A promotion shall be defined as movement of an employee from his/her position to a position of a higher pay range within the bargaining unit. Promotions may result in a salary increase from five to twenty percent (5% - 20%) or the minimum of the new range, whichever is greater. However, a promotion shall not result in an hourly pay rate, which exceeds the top of the pay range for the job classification being promoted to.

Section 5. Classification Reduction

- A. Bargaining unit employees may voluntarily request a classification reduction to a classification with a lower salary range than their current classification.
- B. Employees must meet the minimum qualifications for the classification requested.
- C. Bargaining unit employees may voluntarily request a classification reduction without prejudice and may be granted upon approval of the Department Director/Elected Official, Human Resources Director, Finance Division Director, and County Manager. The bargaining unit employee may have their pay reduced.

Section 6. Transfer

- A. At the request of a Department Director/Elected Official and upon approval of the Human Resources Director, Finance Division Director, and County Manager, the Employer may transfer an employee from one position, division, and/or department to another position, division, and/or department within the County, provided the employee meets the minimum qualifications of the job classification. Transfers may not be made for arbitrary or capricious reasons and shall not result in a reduction of salary.
- B. Transfers will be effective at the beginning of a new pay period. Employees will retain all accrued annual, sick, personal leave, and compensatory leave upon a transfer.
- C. Lateral transfers from one pay range to a different bargaining unit position of the same pay range shall not result in a pay increase.
- D. Transfers of employees into currently vacant bargaining unit positions must be mutually agreed upon by the Union and the County.

ARTICLE 19. HEALTH AND SAFETY

Section 1. Health and Safety Measures

Safety is an integral part of the responsibilities of every manager, supervisor, and employee. Safety management exists to assist managers, supervisors and employees in the better performance of their duties. All employees shall comply with such rules, regulations and practices as may be prescribed in the Santa Fe County Safety Management Manual, other County polices or procedures, and other applicable laws in order to provide safe, sanitary and healthy working conditions. The parties agree to work together to:

- A. Improve health and safety conditions and practices
- B. Improve the health, safety, and cleanliness of work sites and grounds
- C. Maintain County owned motor vehicles, tools, and equipment in safe working conditions
- D. Provide employees with adequate information on communicable diseases and infestations to which they may have routine exposure
- E. Provide a clean and safe area for employee meal and break periods.

Section 2. Personal Protective Equipment

The Employer shall provide to employees all necessary safety equipment to employees needed for the performance of their duties and as outlined below:

- A. Employees required by the Employer to wear safety footwear meeting ANSI or ASTM standards will be provided one pair of safety footwear not to exceed \$125.00 via a boot allowance paid directly to the vendor no later than November. The type and style of safety footwear meeting ANSI or ASTM standards shall be determined by the employee and approved by the supervisor and any cost over the allowance shall be borne by the employee.

- B. Employees who may be exposed to biological, chemical or pathogenic hazards shall be provided safety and protective equipment, i.e. protective gloves, protective boots, and/or other protective garments, as needed for the performance of their duties.
- C. Safety/protective helmets or other protective headgear, eye wear, raingear or insulated/un-insulated work gloves shall be provided as needed for the performance of their duties.
- D. Snow boots shall be issued every two years to bargaining unit employees that hold the title of Custodian, Custodian Lead, Maintenance Technician, Maintenance Technician Senior, and Maintenance Specialist.

Section 3. Safety Committee

- A. Santa Fe County recognizes the need to establish a policy, which promotes the health and safety of County personnel and the public, the conservation of County resources, and the reduction of injuries, property damage, and other losses due to accidents. With this goal in mind, Santa Fe County will seek input from the Safety Committee. The County agrees to maintain a Safety Committee to include at least one member of management and one bargaining unit employee from each department. The objective of this Safety Committee is to eliminate and/or control conditions within reasonable expectations, which can lead to accidents with injuries, property damage and other losses.
- B. In order for the loss control to be effective, Elected Officials, Division and Department Directors, all level of supervisory personnel and all other employees must take a serious interest in the prevention of accidents involving injury to person or damage to resources as a result of unsafe acts, procedures or conditions. Full participation and cooperation in the loss control effort is expected and required of all bargaining unit employees.
- C. Failure by an employee to comply with the County Safety Policy(s) shall be considered a safety violation and the individual (s) may be subject to disciplinary action, up to and including termination.
- D. The Safety Committee shall be an advisory board that evaluates loss control and safety related concerns and makes recommendations that promote and maintain a healthy and safe working environment. The Safety Committee shall function pursuant to the Resolution adopted by the County Commission that established the Committee. (Incorporated herein by reference).

Section 4. Emergency Transportation

An employee who suffers an on-the-job injury or illness and requires immediate emergency care shall be transported to a treatment facility by an ambulance and certified emergency personnel only and at the Employer's expense.

Section 5. Critical Incident Stress Debriefing

The Employer shall provide employees appropriate and adequate Critical Incident Stress Debriefing (CISD). CISD is to be used for critical job-related incidents including, but not limited to, mass casualty, work peer suicide, serious work injury, and/or other work related death of a co-worker. Such CISD shall include when appropriate, initial debriefing, individual or group therapy/counseling, and/or follow-up. All debriefings and other CISD sessions shall be strictly confidential.

Section 6. Modified Work Assignments

- A. Taking into account budget, administrative restrictions, and work availability, the Employer shall make reasonable efforts to provide employees covered by this Agreement with opportunities for returning to work on a modified work assignment due to temporary medical restrictions while recovering from injury or illness.
- B. An employee requesting an early return to work in a modified duty assignment shall provide medical certification specifying physical limitations not to exceed six (6) months. The Human Resources Office may request additional medical certification certifying that the employee may perform the modified work assignment and such other medical documentation as deemed necessary to evaluate the employee's request. All medical information provided under this section shall be maintained by the Human Resources Office in accordance with the Health Insurance Portability & Accountability Act of 1996, and all requests by the Human Resources Office for additional information shall be made in accordance with the Health Insurance Portability & Accountability Act of 1996. The Human Resources Office shall only disclose to the department/designee, the restrictions set forth for the employee by his/her physician for the purposes of evaluating the employee's ability to perform these functions of his/her job in a modified duty assignment.
- C. An employee who returns to work on modified work assignment shall be paid no less than the employee's last hourly rate of pay. In implementing this provision, the Employer will give preference for modified work assignments to workers injured on the job.
- D. Any modified work assignment will comply with applicable federal, state and local laws and regulations including, but not limited to the Americans with Disabilities Act, the Family Medical Leave Act, and the State of New Mexico Workers' Compensation Act.

ARTICLE 20. WASH UP TIME

The County will provide no more than fifteen (15) minutes prior to the end of their work shift as necessary.

ARTICLE 21. UNIFORMS, FOOTWEAR, AND TOOL ALLOWANCE

Section 1. Uniforms

- A. Up to five sets of uniforms for every bargaining unit employee will be ordered no later than November of each year in the most cost effective manner to each employee required to wear such uniform. Uniforms shall be provided to all bargaining unit employees as determined by job duties, the Department Director or Elected Official, HR Director and Finance Director as approved by the County Manager.
- B. Uniforms shall consist of: pants and shirts; hats/caps will be provided as needed.
 - 1. One (1) set of light overalls may be substituted in lieu of one (1) uniform set (one shirt and one pair of pants).

2. Alternate uniform requirements may exist at work sites with various work conditions. Some employees may only be required to wear uniform shirts, therefore not receive uniform pants.
 3. Bargaining unit employees will be required to wear the uniform while on duty as a condition of employment and will not be allowed to wear any clothing that bears a County logo to include hats with a County logo while off duty.
 4. It is the responsibility of the employees to maintain and clean their uniforms to present a professional image to the public.
 5. Uniforms that bear a County logo or that are adaptable for street wear will be taxable as per IRS regulations.
- C. Employees who are required to wear uniforms and not safety boots shall be provided with one pair of footwear up to \$100.00 for one (1) pair of appropriate footwear no later than November of each year pursuant to the vendor processes. Footwear provided under this section will be taxable in accordance with IRS regulations.
- D. All employees who are required to wear uniforms shall have their measurements and sizes taken no later than August of each year.

Section 2. Outerwear

One (1) set of outerwear will be provided no later than November of each year to employees required to wear a uniform. Outerwear shall consist of: one (1) heavy jacket, or heavy insulated coveralls or insulated bib overalls.

Section 3. Tool Allowance

For those employees required to provide their own tools, the employer shall provide a tool allowance for reimbursement or replacement of tools that are inoperable as a result of normal job related duties not to exceed \$400 per employee per year. The allowance can be used for the purchase of new tools to keep up with changes in the automotive or equipment industry.

ARTICLE 22. SPECIAL LICENSE AND CERTIFICATION

- A. Employees who acquire certification/licensure, which enable the employee to perform additional job duties and/or duties in another classification, are an asset to the County. The LMC will address these types of situations on a case-by-case basis and make recommendations to the Human Resources Director for a final decision.
- B. The parties recognize that there are certain licenses and/or certifications required in order to be qualified to perform the duties of some classifications in the bargaining unit. It shall be the responsibility of each employee to be qualified for his/her position at all times.
- C. Employees who fail to maintain the required licenses and/or certifications for their position may be removed from their position.

- D. The employer shall reimburse employees the fees for renewal of certifications and licensures required to perform their job as identified in the job classification specification. Should the renewal require travel, the employer will pay associated per diem and mileage. However, the employee shall be responsible for ensuring that he/she meets all requirements of certifications, including pertinent application and training credits.
- E. The Union and the County agree that the Court Security and Transport Officer classification will be phased out as employees with this classification obtain a Law Enforcement Certification by the State of New Mexico and thereafter get reclassified to Deputy, and that existing vacant Court Security and Transport Officer positions be reclassified to Deputy positions. This will result in these positions being moved from the AFSCME bargaining unit to the CWA bargaining unit. Some of the current Court Security and Transport Officers do not wish to be reclassified at the Sheriff's Deputy Classifications, and will remain as Court Security and Transport Officers with the understanding that as these positions become vacant, they will be reclassified before being filled. Regarding the Court Security and Transport Officers that need to be recertified at the two (2) week recertification class and/or undergo the entire twenty-two (22) week academy training that are unable to successfully complete this course will be returned to their current positions as Court Security and Transport Officers at their current rate of pay of a Court Security and Transport Officer and afforded any and all pay increases that are applicable.

ARTICLE 23. PRINTING AGREEMENT AND DISTRIBUTION

- A. Each party to this Agreement shall print sufficient copies for its own use.
- B. When necessary, the Employer and Union shall arrange for a special printing of this Agreement to accommodate those employees and disabilities. Special printings shall include but are not limited to audio recordings of the text, Braille printings and large text printings.
- C. The Union shall ensure all bargaining unit employees receive a copy of this agreement upon its initial distribution. In the event a Memorandum of Understanding is approved, the County and the Union shall equally bear the cost of copying such a Memorandum of Understanding and the Employer will distribute to bargaining unit members.

ARTICLE 24. DRUG AND ALCOHOL TESTING

Commitment

Santa Fe County is committed to the goal of drug-free work place in compliance with the Drug-Free Work Place Act of 1988.

- A. Illegal Use of Drugs and/or Alcohol
 - 1. The use of controlled substances, drugs or alcohol, prescribed and non-prescribed, is a concern to Santa Fe County when it interferes with job performance, conduct, attendance, safety, or when it is in violation of the law.
 - 2. The unlawful manufacture, distribution, possession or use of a controlled substance by an employee while on County premises or while on County business is strictly prohibited.

3. Conducting County business, which includes driving vehicles or operating County equipment, while under the influence of alcohol or other drugs is also strictly prohibited.
4. Engaging in any of these prohibited activities may result in disciplinary action up to and including termination.

B. Reasonable Suspicion

Any Santa Fe County Employee shall be tested for alcohol and/or drugs if the County has reasonable grounds to suspect that the employee is engaging in the use of drugs or alcohol on the job or is reporting to work under the influence of drugs or alcohol. Reasonable suspicion includes but is not limited to the following:

1. Any job accidents involving loss of life, limb, or extensive damage to property where the employee is a contributing factor to the accident.
2. Evidence of alcohol, drugs, or paraphernalia, discovered at the employee's work place or County vehicle.
3. The employer shall administer drug/alcohol testing per federal guidelines when there is a reasonable suspicion that an employee is in possession of, consuming, or under the influence of drugs and/or alcohol. Failure of an employee to cooperate in such testing shall result in the employee's termination.

C. Random Alcohol and Drug Testing (CDL Employees ONLY)

In compliance with federal mandated Department of Transportation (DOT) through the Federal Highway Administration (FHWA) with the implementation of the Controlled Substance and Alcohol Use and Testing Rule and the Federal Transit Administration (FTA) with the implementation of the Prevention of Alcohol Misuse in the Transit Operations Rules, employers of the drivers who are required to obtain commercial drivers license (CDL), (federally mandated employees) are required to adopt federally mandated Rule 49 CFR Part 40. Random alcohol and/or substance abuse testing is required for Santa Fe County federally mandated employees effective January 1, 1996. Random alcohol and/or substance abuse testing is characterized by randomly selecting federally mandated employees for drug and alcohol testing on an unannounced basis. Random alcohol or substance abuse testing will be conducted in compliance with federal DOT rules. Random alcohol testing shall be administered at a minimum annual rate of 25 percent of the average number of federally mandated employees. Random controlled substances testing shall be administered, at a minimum annual rate of 50 percent of the average number of federally mandated employees. Santa Fe County shall ensure testing site facilities and procedures to be in compliance with federal DOT rules through the approved contractor providing such services.

All applicants or present employees being considered for a job that requires a CDL must be controlled substance tested using a split sample method. Before the first time the driver performs a safety sensitive function, a confirmed negative result is required.

D. Random Alcohol and Drug Testing (Safety Sensitive Positions)

In accordance with the Santa Fe County drug testing process used for testing CDL employees, all employees in safety sensitive positions, as identified by the County Manager shall be

randomly tested. An employee who tests positive for drugs or alcohol shall be afforded the administrative process prescribed in Article 24 G.

E. Voluntary Self-Identification by Employees

An employee who self-identifies or requests referral to a drug or alcohol rehabilitation program prior to being randomly selected for drug or alcohol testing shall be referred to such program without reprisal or disciplinary action, provided that self-identification is not made to avoid disciplinary action. An employee shall be afforded the administrative process prescribed in Article 24 G. Employees shall be randomly tested during the rehabilitation period. A positive test result may be grounds for dismissal.

F. Refusal to Submit to Alcohol or Drug Testing

Any employee who refuses or fails, without good cause, to cooperate in the drug or alcohol testing procedure shall be subject to disciplinary action, up to and including dismissal.

G. Positive Results of Alcohol and Drug Testing

1. The guidelines established by the National Institute of Drug Abuse will be used to determine whether an employee tests positive.
2. If an employee tests positive for drugs or alcohol, the employee will be placed on administrative leave with pay (up to ten (10) working days), pending disciplinary action and/or rehabilitation alternatives.
3. If the employee is required to successfully complete an approved drug rehabilitation program as part of the disciplinary action, the employee shall be responsible for paying the cost of the rehabilitation program personally or through insurance coverage for such treatment. Employees shall be randomly tested during the rehabilitation period. A positive test result may be grounds for dismissal.
4. Accrued annual, compensatory and sick leave may be used to attend any rehabilitation program scheduled during normal working hours. If leave is exhausted, the employee shall be placed on leave without pay.
5. Prior to the employee's return to work, the employee shall be required to submit to an alcohol/drug test. If the employee tests positive, the employee shall be subject to disciplinary action, up to and including immediate dismissal.
6. Upon the employee's return to work after completion of the rehabilitation program, the employee shall be required (by work contract) to submit to unannounced, unscheduled tests for drugs/alcohol for a period of twelve (12) months.
7. If the employee tests positive during this twelve (12) month period, the employee shall be subject to disciplinary action, up to and including immediate dismissal.
8. If the employee successfully completes this twelve (12) month testing period, all records of the previous test and related case documentation shall be destroyed after three (3) years of completion of the twelve (12) month contractual testing period.

9. The employee shall be responsible for any costs incurred for random drug alcohol screening as a result of a work contract after a positive drug/alcohol result.

H. Confidentiality

No laboratory reports or test results shall appear in the employment human resource file unless they are a part of a disciplinary action, but shall be placed in a confidential file.

It is recognized that the Employer/Union may initiate additional drug/alcohol testing policies and procedures in order to ensure a drug/alcohol free work environment per LMC.

ARTICLE 25. OVERTIME, COMPENSATORY TIME AND INCENTIVE PAY

Section 1. Overtime

Bargaining unit employees covered by the Fair Labor Standards Act (FLSA) shall at the discretion of the employee receive cash overtime pay or compensatory time for time actually worked in excess of forty (40) hours in a work week at the rate of one and one half times the employee's regular rate of pay if budget permits as identified by management. If there is not sufficient budget, employees covered by the Fair Labor Standards Act shall be paid in accordance with section three of this article. All overtime work requires the supervisor's prior authorization. Paid holidays shall be considered as time worked for the purposes of computing overtime compensation. Refusal to work overtime shall constitute just cause for disciplinary action. Leave is not time worked and shall not be counted as time worked for the purpose of computing overtime. Approved time away from work to take job related classes and/or training required for satisfactory job performance shall be counted as time worked for overtime purposes.

Section 2. Overtime Scheduling

- A. Management will assign overtime to employees as necessary to ensure the delivery of quality services to the public. The distribution of overtime assignments shall be made as equitably as possible. A minimum notice of three (3) calendar days will be provided when overtime is prescheduled. Except in the cases of emergencies or unforeseen circumstances, supervisors shall provide employees with as much notice as possible regarding required overtime work.
- B. Each Department/Division/Crew shall maintain and post a seniority list in descending order where the most senior employee is listed first.
- C. Employees shall be offered overtime work on a rotational basis from the seniority list of their specific classification within their crew. The first employee on the list will be offered overtime first. When an employee works the requested overtime, he/she shall be rotated to the bottom of the list. If an employee declines the overtime, the subsequent employee on the list shall be offered the overtime, etc., until all employees on the list have been offered the opportunity to work overtime. If all employees decline overtime work then the employer shall assign overtime on a rotational basis in inverse order of the seniority list.

Section 3. Compensatory Time

Compensatory time is defined as time off in lieu of overtime pay. Compensatory time is accrued at the rate 1 ½ times the hours worked in excess of 40 hours in a work week for FLSA covered employees. Employees may not accrue more than sixty (60) hours of compensatory time. If employees

are required to work and have a compensatory accrual balance of sixty (60) hours, they shall be compensated in accordance with the FLSA. The employer shall not adjust an employee's work day or work week on a temporary basis (i.e. for a period of less than two weeks) to avoid the payment of overtime or accrual of comp time by non-exempt employees. Employees shall be required to use compensatory time off in lieu of annual so long as they have any accrued compensatory leave, unless the employee has exceeded his/her maximum accruable annual leave.

Section 4. County Assessor employees

County Assessor employees who are eligible under state statutes will receive pay increases in accordance with the provisions of Sections 4-39-2, 4-39-3 and 4-39-5 NMSA, 1978 (or as may be amended).

ARTICLE 26. CALL-IN GUARANTEE

- A. An employee called back to work in addition to his/her regular work week will receive two (2) hours straight time pay or actual hours worked at an overtime rate, whichever is greater. Employees released from call in and recalled during the guaranteed straight time shall not receive additional straight time compensation.
- B. Call in time shall commence at the time the employee is contacted and shall include a reasonable amount of time for travel to work.
- C. Employees may receive compensatory leave in lieu of payment for call in, at their discretion. Compensatory leave must be scheduled with supervisory approval.
- D. This benefit shall not apply if the employee's call in immediately precedes or immediately follows his/her regular work assignment.

ARTICLE 27. ON-CALL TIME

- A. On-call time is defined as time that an employee is required by their Department Director/Elected Official, or designee to be ready to report for duty or to respond to a work related call during their time off for a minimum of twenty-four (24) consecutive hours. An employee who is on-call is not required to remain at any particular location, and is free to engage in his or her own chosen activities so long as the below criteria is met. Employees shall be considered to be on-call only when designated in writing and in advance by the employee's Department Director, Elected Official or designee.
 - 1. The employee on-call shall ensure the pager, cell phone or other means of communication between the County and the employee is working properly.
 - 2. Must call back within ten (10) minutes of receiving a call, and report to work in thirty (30) minutes if needed.
 - 3. Employees will be considered engaged by the County from the time the employee is in route to the handle call until the work is complete. This time is considered actual worked time.
 - 4. Arrive in "fit" condition.

5. On-call employees that do not respond to a call, or are otherwise unable to respond to a call in a timely fashion shall forfeit all on-call pay for that 24-hour period and will be subject to disciplinary action.
 6. On-call pay cannot be paid when an employee is on any type of leave.
 7. Each job classification that is FLSA exempt will not be eligible to receive on-call pay unless otherwise approved in advance by the Department Director or Elected Official and the Human Resources Director.
- B. In addition to other applicable provisions of this agreement, the Employer shall compensate all bargaining unit employees placed on on-call as follows:
1. One (1) hour of compensatory time or paid time as mutually agreed to between the supervisor and employee and contingent upon budget availability for each 24-hour on call duty during the normal workday.
 2. Two (2) hours of compensatory time or paid time as mutually agreed to between the supervisor and employee and contingent upon budget availability for each twenty-four (24) hours on-call duty during weekends.
 3. Two (2) hours of compensatory time or paid time as mutually agreed to between the supervisor and employee and contingent upon budget availability for each twenty-four (24) hours on-call duty during approved County holidays.
 4. The employee shall be compensated in accordance with FLSA for an actual call.

ARTICLE 28. COUNTY VEHICLES, PER DIEM AND MILEAGE

- A. The County shall make a good faith effort to provide a vehicle for all mandatory work related Employee transportation or travel purposes, including from worksite to worksite, from worksite to County required meetings, trainings, or events, from worksite to healthcare appointments scheduled during normal working hours that are necessary due to work related or on-the-job injuries, or from worksite to any other job related activity.
1. In the event a County vehicle is unavailable, the employee may but shall not be required to use their personal vehicle only if the employee has met all County requirements for driving during working hours. Employees must have prior written approval to use their personal vehicle for County business to be reimbursed mileage.
 2. If there is not a county vehicle, the employee does not have a personal vehicle, or there are problems with their personal vehicle, efforts will be made to secure alternate transportation.
 3. Employees who are approved to use their personal vehicles for such work related transportation or travel by the county shall be eligible to receive mileage reimbursement in accordance with established County Policy and the State of New Mexico Mileage and Per Diem Act.
- B. Employees required to work or travel out of town shall receive the appropriate per diem, mileage, and/or actual expenses as provided by State Law.

- C. When requested in writing by the employee at least five (5) calendar days in advance, 80% of per-diem shall be advanced prior to the employee's travel date. All other per-diem reimbursements must be paid to the employee within two weeks of the written request for reimbursement.

ARTICLE 29. CLASSIFICATION AND PAY PLAN

Section 1. Purpose

- A. The Human Resources Classification and Compensation Pay Plan is intended to be employee-based as well as provide for equitable employee compensation and career growth. The plan shall also establish competitive salaries to allow the County to recruit and retain qualified employees. The expressed objectives for the Classification and Pay Plan for the County of Santa Fe are:
 - 1. To assign appropriate range assignments based internal equity;
 - 2. To establish entry pay rates that respond to the need to be competitive; and
 - 3. To establish the minimum and maximum compensation values for each job
- B. The Classification and Pay Plan shall define pay ranges that allow consistent salary growth for each job classification. The pay ranges are hereby incorporated as set forth in full in the Santa Fe Classification and Compensation Plan.

Section 2. Wages

- A. Effective the first pay period following execution of this Agreement by all parties, bargaining unit employees earning \$30,000 or less annually shall receive a 3% cost of living adjustment, and bargaining unit employees earning greater than \$30,000 annually shall receive a 2% cost of living adjustment.
- B. In addition, all bargaining unit employees shall receive a \$1,000 temporary salary adjustment as a retention incentive to be paid over four pay periods effective the pay days of July 19, 2013, August 2, 16, and 30, 2013.
- C. Effective the first full pay period of January 2015, bargaining unit employees earning \$30,000 or less annually shall receive a 2% cost of living adjustment, and bargaining unit employees earning greater than \$30,000 annually shall receive a 1% cost of living adjustment.

Section 3. Salary Survey

- A. In order to verify the adequacy of the County pay levels with respect to general employment and economic conditions, the Employer shall participate in, not less than once every two years, a salary survey among comparable regional governmental entities per comparable data obtained in this survey shall include salary ranges (minimum and maximum pay rates) for all bargaining unit classifications within the Classification and Pay Plan.
- B. The employer shall forward a copy of the salary survey to the Union and at the Union's request the parties shall meet to discuss the results of the survey.

Section 4. Right to Job Description

The employer shall provide a written job description to the employee immediately upon hire and upon an employee's request. The Human Resources Department shall provide the Union with a copy of each job description and update when necessary.

Section 5. Temporary Upgrades

- A. Employees shall not be required to perform duties of higher classification as a regular assignment. However, when a bargaining unit employee is assigned to temporarily work in a higher classification, the Employer shall select a bargaining unit employee based on current performance and class seniority.
- B. The Employer shall compensate bargaining unit employees temporarily assigned to work at a higher classification for periods of five (5) consecutive work days or longer an increase of 10% of their wage. Employees who are re-classified to a higher classification shall follow FLSA standards for that classification. The Employer shall not alternate duties between employees to avoid paying salary upgrades.
- C. In cases where the immediate supervisor can plan in advance and assign an employee to work out of class prior to it taking effect, the immediate supervisor shall notify the Department Director/Elected official immediately. The Department Director/Elected Official shall notify the Human Resources Department in writing no less than five working days prior to the effective date of reassignment so that all necessary actions may be processed. Such increases shall commence effective the first workday of a new pay period from the date it was approved by the Director/Elected Official. In cases of emergency, the immediate Department Director/Elected Official shall notify the Human Resources Department the first opportunity possible.

Section 6. Reclassification

- A. Any employee covered by this agreement who believes that his or her actual job position is not assigned to the classification that best represents the duties assigned by the employer, may initiate a request to their immediate supervisor for a position classification review through procedures established by the Human Resources Department. Such procedures may include a desk audit of the employee's job by the Human Resources Department.
- B. If the employee's position is subsequently assigned to a different job classification and the employee meets the minimum qualifications for that position, the employee shall be paid the appropriate salary for the new job classification effective the first workday of a new pay period from the date it was approved by the Director/Elected Official if sufficient budget is available.
- C. Under no circumstance shall a reclassification request result in a downgrade for an employee's pay.
- D. For the purpose of maintaining equity within the Classification and Pay Plan, a reclassification may result in a salary increase from 0 to 20% or the minimum of the new grade, whichever is greater. The percentage of salary increase shall be consistent with the other bargaining unit employees within the new classification, unless the employee is currently earning more than existing bargaining unit employees in the same position classification.

- E. All actions related to a request for a classification review must be completed by the Employer in a period not to exceed 60 calendar days from the date the Position Classification Questionnaire is submitted to the Human Resources Department. The employee requesting the classification review shall be notified in writing by the Human Resources Department after completion of the review to inform the employee of its status-approval or disapproval, and an explanation of the decision.

Section 7. Equity Adjustments

Equity issues shall be addressed on a case-by-case basis by the Human Resources Department and the Union.

Section 8. Merit Increases

- A. A merit increase is defined as a salary increase to an employee's base rate. Merit increases are given in recognition of sustained superior performance related to assigned duties and the current classification during the rating period.
- B. Merit increases shall be recommended by the Department Director or Elected Official. The recommendation will then be submitted to Human Resources. Human Resources will then evaluate the recommendation to ensure the following criteria are met:
 - 1. Merit increases shall not be granted more frequently than annually.
 - 2. The maximum percentage for a merit increase is 7%.
 - 3. To qualify for a merit increase an employee must have had an evaluation within the last six months, and the employee shall have at least two "exceed expectations" on the current evaluation.
 - 4. An employee will not qualify for a merit increase if there are any "needs improvement" ratings on the current evaluation.
 - 5. Employees are not eligible for merit increases for at least six months after receiving a "needs improvement" on an evaluation.
 - 6. An eligible performance evaluation does not guarantee a merit increase.
 - 7. To qualify for a merit increase, an employee can not have any type of formal discipline taken against them within the twelve (12) months prior to the merit increase.
- C. If the Human Resources Director approves the recommendation, it will be submitted to the Finance Director by Human Resources. The Finance Director has sole discretion to determine whether there is a sufficient budget to support the merit increase. If the Finance Director approves the recommendation, it will be submitted to the County Manager who has the discretion to approve or deny the recommendation.
- D. When a merit increase is approved for an employee that will take the employee above their designated salary range, the Human Resources Division will do an audit to assure the

qualifications and duties are appropriate for the pay range, and that the employee is in the correct classification. If these criteria are found to be accurate, the following will apply:

1. In accordance with the Human Resources Classification and Compensation Plan, the merit increase shall not take an employee above their salary range.
2. If the proposed merit increase results in a salary above the range, the employee will receive a salary increase up to the maximum of the range and the remainder will be paid as a lump sum.
3. Employees who are compensated at the maximum of their range may receive a lump sum payment in lieu of a merit increase.

ARTICLE 30. SHIFT DIFFERENTIAL

- A. Employees who are assigned to work a shift outside of the normal day shift for a period of at least 1 full pay period shall be compensated shift differential as stated below, regardless of worksite's hours of operations.
- B. A normal day shift is defined as a shift, which begins between 6 a.m. to 8 a.m. A day shift is not eligible for shift differential.
- C. Employees who do not work a normal day shift shall receive an additional 8% of their hourly rate for each hour of work performed after 5 p.m.
- D. Bargaining unit employees who have requested a temporary modified work schedule outside of their regular work day are ineligible for shift differential compensation.
- E. The employer shall not change the employee's work schedule to avoid paying shift differential.
- F. Animal Control Officers will comply with the most current Sheriff's Office Standard Operating Procedures.

ARTICLE 31. HOLIDAYS

- A. Holidays shall be observed on the days indicated on the Employee Calendar.
- B. Employees who are required to work on an observed holiday shall be compensated at the rate of 2 ½ times their hourly rate including any pay differential for their regular scheduled shift.
- C. Employees whose day off falls on the observed holiday shall be given compensatory time to be taken at a later date. Hours to be taken at a later date will be equivalent to the hours in which the employee would have worked on the day in which the holiday is observed.
- D. Holidays that occur during an employee's sick leave will not be charged to sick leave, and will be recorded and paid as a holiday.

ARTICLE 32. BENEFITS

Medical, Dental, and Vision

A. The Employer will provide insurance benefits to employees of this bargaining unit. Any proposed changes to current insurance benefits shall be addressed through the LMC. For bargaining unit employees earning \$30,000 or less annually, the County will contribute 80% of the bargaining unit employee's portion. For bargaining unit employees earning greater than \$30,000 annually and up to \$50,000 annually, the County will contribute 70% of the bargaining unit employee's portion. For bargaining unit employees earning greater than \$50,000 annually, the County will contribute 63% of the bargaining unit employee's portion.

B. Supplemental Term Life Insurance

The Employer shall provide optional supplemental term life insurance coverage offered independently of the medical coverage. The insurance premiums shall be payroll deducted at a total cost to the employee.

C. Premium Only Plan (POP)

The Employer shall continue to provide an optional premium only plan in which the medical, dental, and vision premiums paid by an employee are tax deferred. The program shall comply with all IRS rules and changes in those rules.

D. Deferred Compensation

The Employer will continue to offer a deferred compensation plan under the State of New Mexico and Internal Revenue Code 457.

E. Retiree Health Care

Employees are required to pay into Retiree Health Care pursuant to New Mexico Retiree Health Care Authority policies.

F. Bargaining unit employees will pay 100% of disability insurance offered by the County.

ARTICLE 33. COMPLETE AGREEMENT

Section 1. General

This Agreement is the complete and only agreement between the parties. Each party has negotiated on all issues identified for negotiations and such negotiations have led to this Agreement. There shall be no additional negotiations on any item, whether contained herein or not and whether contemplated by either party at the time of negotiations or not, except by written mutual agreement of the parties. This Agreement replaces any and all previous Agreements between the parties.

Section 2. Memorandum of Understanding

The matters within this Agreement may be interpreted during the term of the Agreement by mutual written agreement in the form of a Memorandum of Understanding approved by the Union, appropriate Elected Official, County Management, the County Manager, and the Board of County Commissioners.

ARTICLE 34. SEVERABILITY

If any portion of this Agreement is determined by a final order of an administrative agency or court with competent jurisdiction over the parties to be contrary to law, the affected provision shall be rendered null and void. All other provisions not affected by the illegal provision shall remain in full force and effect. Should this occur, the parties agree to meet within thirty (30) working days to negotiate a suitable provision to replace the provision held invalid.

ARTICLE 35. TERM OF AGREEMENT

- A. This Agreement will become effective upon ratification by the Union Membership and the Board of County Commissioners and signature by both parties. This Agreement will remain in full force and effect until December 31, 2015.
- B. Each party reserves the right to re-open one (1) financial article, Article 32, Benefits, and one (1) non-financial article no earlier than January 1, 2015.
- C. Either party may request the negotiation of a successor agreement by filing a written request with the other party no later than sixty (60) days of its scheduled expiration. If no successor agreement has been ratified and executed by the parties by the term end of this agreement, this agreement shall continue in full force and effect until a successor agreement has been ratified and executed by both parties.

All items in this financial package are contingent upon sufficient budget appropriation.

Appendix 1- Bargaining Unit Positions

Account Technician
Account Technician Senior
Accountant*
Accountant Senior*
Accounting Clerk Senior*
Activities Program Coordinator
Administrative Assistant (only those positions not identified as confidential)
Adopt-A-Road Coordinator
Animal Control Officer
Appraiser
Appraiser Senior
Assessment Specialist
Assessment Specialist Lead
Assessor Systems Programmer
Associate Librarian
Auto Drafting Technician
Auto Drafting Technician Sr.
Automobile Body Repairer
Clerical Assistant
Clerical Specialist (only those positions not identified as confidential)
Code Enforcement Inspector
Code Enforcement Inspector Sr.
Community Planner
Cook
Cook's Assistant
Construction Foreman*
Court Security and Transport Officer
Custodian
Custodian Lead
Data Integration Administrator
Database Administrator
Delinquent Tax Specialist
Detention Records Clerk
Development Permit Specialist
Development Review Specialist
Development Review Specialist Senior
Development Review Team Leader
Driver Cook Assistant
DWI Compliance Monitor
DWI Prevention Specialist*
Election Administrative Specialist
Election Administrative Specialist Senior
Election Technical Administrator
Electrician
Emergency Vehicle Technician
Engineering Associate
Equipment Operator
Equipment Service Worker

Evidence and Property Specialist*
Field Auditor
Fleet Program Specialist
Fleet Specialist
G.I.S. Analyst
G.I.S. Technician
G.P.S. Technician
Graffiti Prevention and Removal Specialist
Grounds Maintenance Worker
Heavy Equipment Mechanic
Heavy Equipment Mechanic Senior
Heavy Equipment Operator
Heavy Equipment Operator Lead
Housing and Self-Sufficiency Specialist
Housing Inspector
Housing Specialist
HVAC Lead
Hydro Geologist
Indigent Claims Investigator
IT Support Specialist
IT Support Specialist Senior*
Mail Clerk*
Maintenance Specialist
Maintenance Technician
Maintenance Technician Lead
Maintenance Technician Sr.
Manufactured Housing Auditor
Maternal/Child Health Policy Program Coordinator
Medical Billing Clerk
Medical Records Technician
Mobile Health Van Driver/Assistant
Nutrition Inventory Specialist
Open Space and Trails Field Coordinator
Parts Manager
Plans Examiner
Plumber
Procurement Specialist*
Procurement Specialist Senior*
Production Controller
Property Control Technician
Project Manager (only those positions not identified as confidential)
Promotoral Outreach Specialist
Quality Control Assessment Specialist
Recording Clerk
Recording Clerk Senior
Road Maintenance Worker
Road Maintenance Foreman*
Secretary (only those positions not identified as confidential)
Secretary Senior (only those positions not identified as confidential)
Senior Companion Program Coordinator

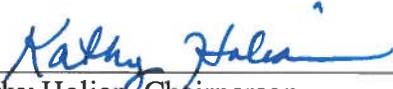
Senior Planner
Sheriff Records Clerk
Sign Technician
Sign Technician Senior
Soils Lab Technician
Solid Waste Compliance Officer
Solid Waste Maintenance Worker
Special Projects Administrator*
Tax Assessment Specialist
Tax Cashier I
Tax Cashier II
Tax Clerk
Tax Systems Specialist
Title Examiner*
Traffic Engineering Technician
Transfer Station Caretaker
Truck Driver I
Truck Driver II
Utilities Engineering Associate
Utilities Maintenance Worker
Utilities Systems Operator I
Utilities Systems Operator II
Utilities Systems Operator III
Vehicle Mechanic
Vehicle Mechanic Lead
Voter Information Specialist
Voter Registration Clerk
Voting Systems Administrator
Water Review Specialist
Work Zone Coordinator

*Indicates AFSCME bargaining unit position with one or more incumbents who signed declination forms; upon incumbent(s) vacating the position the new hire will be AFSCME eligible.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Agreement this 25 day of June, 2013.

SANTA FE COUNTY



Kathy Holian, Chairperson
Santa Fe Board of County Commissioners

**AFSCME LOCAL 1782, AFL-CIO,
SANTA FE COUNTY, NEW MEXICO**



David L. Lucero, President

ATTEST:



Geraldine Salazar
Santa Fe County Clerk



6/25/2013
Date

APPROVED AS TO FORM:



Stephen C. Ross
Santa Fe County Attorney

6-20-13
Date

