AGREEMENT BETWEEN

THE SANTA FE COUNTY DEPUTY SHERIFF'S ASSOCIATION,

A SUBSIDIARY OF

THE NEW MEXICO COALITION OF PUBLIC SAFETY OFFICERS / NMCOPS

AND THE

COUNTY OF SANTA FE, NEW MEXICO

November 8, 2011
to
October 30, 2015

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Section 1: Preamble

This Agreement is entered into by and between the Santa Fe County Board of County Commissioners, the Sheriff of Santa Fe County, herein referred to as the "County", and the New Mexico Coalition of Public Safety Officers on behalf of the Santa Fe County Deputy Sheriff's Association, a Chapter of the New Mexico Coalition of Public Safety Officers, herein referred to as the "NMCOPS/SFCDSA."

Whereas, the County has recognized the NMCOPS/SFCDSA as the collective bargaining representative for all employees in the bargaining unit which consists of non-probationary sworn Deputies, Corporals and Sergeants of the Santa Fe County Sheriff's Office.

Whereas the NMCOPS/SFCDSA agrees to represent those employees certified within the bargaining unit for the purpose of negotiating this Agreement without discrimination on the basis of race, color, creed, age physical or mental handicap, sex, national origin, ancestry, religion, serious medical condition, sexual orientation, gender identity, political affiliation, Association membership or non-membership; and

Whereas the parties agree that it is the express intent of the Agreement to promote harmony, cooperation and understanding between the County and the NMCOPS/SFCDSA, to afford protection to the rights and privileges of the Board of County Commissioners ("BCC"), the Sheriff and the NMCOPS/SFCDSA, and to provide an orderly and peaceful means of resolving any misunderstanding or differences which may arise between the BCC, the Sheriff and the NMCOPS/SFCDSA, in order to provide a high standard for the performance of law enforcement services to the citizens of the County of Santa Fe; and

Whereas, the parties hereto have reached agreement on all matters which have been the subject of negotiations and desire to reduce such agreement to writing to avoid misunderstanding;

NOW THEREFORE, IT IS AGREED:

This Agreement specifically describes the entire agreement between the County and the NMCOPS/SFCDSA. The Sheriff's Office Standard Operating Procedures, the Santa FE County Human Resources Management Regulations or other policies and procedures promulgated through the authority of the Sheriff, shall govern any issues not agreed to herein. Management shall meet with the NMCOPS/SFCDSA regarding changes in County policies, procedures or regulations that affect wages, hours, or terms and conditions of employment. The NMCOPS/SFCDSA may also identify alternative solutions and provide suggestions not governed by this Agreement. Meetings regarding changes to this Agreement should be held at times mutually agreed to by the parties. Any State and/or Federal statutes enacted will take precedence over the Standard Operating Procedures, Santa Fe County Human Resources Management Regulations, and this Agreement.

All amendments to or modifications of the subject matter of this Agreement must be by mutual agreement and shall be of no force or effect until ratified and approved by the Board of County Commissioners and the NMCOPS/SFCDSA membership. It is understood and agreed that none of the foregoing rights and responsibilities will be exercised in a manner that is inconsistent with the provisions of this Agreement.

Section 2: Management and Association Rights

A. Policy Making – Santa Fe County and the Sheriff's Office policy making officials reserve the rights prescribed by the County, State, and Federal Constitutions, Statutes, and Ordinances in effect during the term of this Agreement.

B. The direction of the work force shall be controlled completely by the Sheriff or designee, except as specifically set forth in this Agreement. The County, through its Commission, the Sheriff, or County Manager shall have, but shall not be limited to the following rights:

1. To direct and supervise all operations, functions, and the work of bargaining unit employees;

2. To maintain the efficiency of the operations;

3. To take actions as necessary to carry out the services provided by the Sheriff's Office in emergency situations and to maintain the uninterrupted service to our citizens during such emergency situations;

4. To determine what, by whom, and when, services will be provided to the citizens and determine the performance standards applicable to the provision of those services;

5. The Sheriff may hire, promote, assign, transfer, retain, demote, discharge, suspend or take other disciplinary action. The Sheriff may relieve bargaining unit employees for just cause, and legitimate documented reasons only.

6. To determine and implement all policies, methods, standards, and direction of bargaining unit employees that does not conflict with the terms of this Agreement, and to determine the resources to be allocated to accomplish the mission and goals of the Sheriff's Office as a unit of County Government.

C. NMCOPS/SFCDSA Rights

1. The parties agree that the NMCOPS/SFCDSA has the right to represent the interests of the bargaining unit employees in the bargaining unit so long as that representation does not interfere with the operations of the County.

2. NMCOPS/SFCDSA representatives may schedule meetings with management to discuss any matters pertaining to the collective bargaining agreement. Such meetings will not interfere with the delivery of quality services to the citizens.

3. The NMCOPS/SFCDSA may provide input regarding changes in the Office's policies, procedure, rules and regulations. Concerns regarding such changes may be addressed through the management representative responsible for implementation. If not resolved at the lower level, concerns of the NMCOPS/SFCDSA may be expressed in writing to the County Sheriff.

D. Discrimination on the basis of NMCOPS/SFCDSA activity – there shall be no discrimination, interference, restraint or coercion by NMCOPS/SFCDSA or the County against any bargaining unit employee because of NMCOPS/SFCDSA membership, or the choice not to be a member.

E. The County shall make available the names of new hires filling the positions that may become bargaining unit employees upon request from the Union but no more frequently than quarterly. The County shall advise new hires regarding the NMCOPS/SFCDSA during orientation.

F. Access to Employer Information: The County shall make available to the NMCOPS/SFCDSA, upon its reasonable request, any public information, statistics and records relevant to negotiations or necessary for proper enforcement of the terms of this Agreement in accordance with provisions of the Inspection of Public Records Act of the State of New Mexico.

G. The Union Representatives shall be afforded time without pay during normally scheduled work hours for the purpose of attending collective bargaining sessions. The Union Representatives shall be afforded accrued annual leave, accrued compensatory time, or leave without pay for any formal disciplinary or grievance proceedings. If the Employer requests the Union Representative to participate in any meeting, the Union Representative is not required to take personal leave or leave without pay. The Employer and Union shall make every effort to schedule such meetings during the Representative's scheduled days off, or during a time which will not interfere with the normal functions of the Sheriff's Office and a time which will not jeopardize the safety of the citizens of the County of Santa Fe.

Section 3: Agreement Copies

Each party to this Agreement shall print sufficient copies for its own use.

Section 4: Check off Authorization

A. The Employer agrees to deduct membership dues levied by the NMCOPS/SFCDSA from the paycheck of each Bargaining Unit Employee who has executed a voluntary written authorization, not to include the payment of any initiation fees, assessments or fines levied by the NMCOPS/SFCDSA.

B. Dues Deduction: The Employer agrees to pay all dues withheld to the NMCOPS/SFCDSA, pursuant to a valid written authorization secured by the Union and provided to Human Resources at least 30 days prior to the effective date. The effective date shall be only at the beginning of a full pay period.

C. Non-pay Status: When a bargaining unit employee is in a non-pay status for an entire pay period no withholding will be made to cover that payroll period from future earnings. In any period, if the net wages are not sufficient to cover the full withholdings, no deduction shall be made. In this connection, all other legal and required deductions have priority over NMCOPS/SFCDSA dues.

D. Increase in Dues: In the event that the NMCOPS/SFCDSA bargaining unit members vote to increase dues, the NMCOPS/SFCDSA will notify the Employer at least 30 working days prior to the effective date of the dues increase by a letter That will that will cover all NMCOPS/SFCDSA bargaining unit members and by submitting new authorizations for each new bargaining unit member.

E. Termination: A bargaining unit employee may terminate dues deduction by notifying the NMCOPS/SFCDSA and the Employer of his/her intention by means of a signed cancellation, to be submitted to the Human Resources Department. The bargaining unit employee must give 30 working days notice to the County of such intention.

F. Indemnify: The NMCOPS/SFCDSA will indemnify, defend and hold the Employer harmless against any claims made and against any suits instituted against the Employer on account of payroll deduction of NMCOPS/SFCDSA dues. The NMCOPS/SFCDSA agrees to refund any amounts paid

to it in error on account of the payroll deduction provisions as determined and documented by the employer.

Section 5: Memorandum of Understanding

A memorandum of understanding (M.O.U.) may be initiated to address matters of mutual concern between the Union and Management which are not addressed within the provisions of this Agreement. If both parties are unable to reach an agreement on the M.O.U. it will be abandoned. If both parties reach agreement, the M.O.U. will be forwarded through proper procedures for consideration by the BCC. Only one proposed M.O.U. may be initiated by each party per year during the term of this Agreement.

Section 6: Bulletin Boards

A. Space shall be designated by the County for a closed and locked bulletin board, to be furnished by the NMCPSO/SFCDSA, where the NMCPSO/SFCDSA may post its announcements. All postings are subject to the approval of the County Sheriff or designee. Nothing inflammatory, derogatory, controversial, or critical of the Sheriff, or the Department's management, shall be contained in the material that is posted. Violation of this provision may result in the loss of the privilege of having a bulletin board.

B. NMCPSO/SFCDSA representatives will post any and all NMCPSO/SFCDSA announcements only on the bulletin board designated.

C. This bulletin board will be locked by 2 locks; 1 supplied by each party. Each party will maintain the key to its own lock.

Section 7: Agreement Clarification

When a party seeks clarification of a term of this Agreement, the negotiating team members, or their replacements, may meet to discuss what the mutual intent of the term was at the time the Agreement was written.

Section 8: Accident Review/ Safety Committee

A. The Sheriff shall establish a committee of 5 members to review Office accidents. The objective of this committee is to provide findings to the Sheriff to reduce accidents and provide for safer working conditions. The committee shall determine specific accidents to be reviewed and scope of review. The Committee shall consist of the following:

   1. The Undersheriff or designee shall serve as chairperson.

   2. 2 bargaining unit members, as appointed by the Representative of the NMCOPS/SFCDSA.

   3. 2 members of management, as appointed by the Sheriff.

B. The committee may utilize other resources (i.e., accident reconstructionists, risk Management experts, safety professionals, etc.) as it deems necessary. Third party resources may be used to preclude any possibility of a conflict of interest involving Santa Fe County Sheriff's Office personnel.

C. The committee will meet quarterly to review pending deputy involved crashes and/or safety issues as they occur.

D. The NMCOPS/SFCDSA will receive copies of all committee recommendations.

E. The committee will provide the employee's commanding officer with findings and classification of the accident.

Section 9: Bargaining Unit Employees Liability Protection

A. Pursuant to the New Mexico Tort Claims Act, NMSA 1978, §41-4-1 et seq. (as amended) ("the Act"), the County shall provide protection to bargaining unit employees from liability arising out of acts committed during performance of their activities in the conduct of their office within the scope of their duties.

B. Adequate legal counsel will be provided as set forth in the Act.

SECTION 10: INSURANCE

A. The County shall offer to the Deputies and their eligible dependents, Medical, Life, Dental and Optical Insurance at the below listed percentage costs:

COUNTY	DEPUTY EMPLOYEE
63%	37%

Percentages may be revised to comply with state law. The contribution by the County shall not fall below the maximum allowable County Employer paid contributions set forth by state statute.

B. All medical, life, dental and optical benefits shall be maintained for the life of this Agreement.

C. The County agrees to provide payroll deductions for any additional Accidental Death and Dismemberment, or Supplemental Health Insurance approved by the County Manager, for which the premium will be paid entirely by the bargaining unit employee.

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

Section 11: Uniform Safety and Staffing

Patrol commanders who are members of this bargaining unit will be responsible for responding to calls for service when all of their subordinates are busy handling calls. If the Patrol Commander on duty is the only commander on duty he/she shall secure the scene and wait for a deputy to respond to handle this call, only if handling the call will take a prolonged period of time. Calls for service will be left pending by a commander if the nature of the call is a non-emergency or if it will not jeopardize the safety of the citizens of Santa Fe County.

Section 12: Job Assignments

A. Vacancies in specialized job assignments shall be advertised by Human Resources and put in the Office Special Orders for at least one calendar week. Bargaining unit employees interested in transferring to these positions should apply by way of written memorandum. Once the

application deadline has passed, Human Resources will screen material received and establish a list of qualified applicants. These lists shall be maintained by the Human Resources Division and shall be valid for a period of 90 days from the date of publication. Additional vacancies within the same job assignment shall be filled from the valid published list of qualified applicants. Assignment of bargaining unit members to specialized job assignments shall be contingent upon manpower availability. The Sheriff may choose from the top three qualified candidates.

B. The County will maintain a tuition assistance program to help bargaining unit employees enhance their qualifications for specialized job assignments through formalized educational programs.

C. Bargaining unit members wishing to transfer to specialized job assignments should contact the Unit Commander to determine the skills and training they need to become qualified to fill these positions.

D. Bargaining unit members may be eligible to receive advanced specialized training through the Community Support Services to help prepare them for specialized assignments. Interested bargaining unit employees should apply via memorandum through their chain of command to the Sheriff.

E. Bargaining unit employees will be given the opportunity to obtain career counseling to assist them in formulating career goals and developing an individualized plan for achieving those goals through the Division Commander of Planning and Training.

F. Specialized job assignments and additional duty assignments are not considered a promotion, and transfers from a specialized assignment shall not be considered a demotion. The Sheriff may not remove a bargaining unit employee without reason. Specialty pay is not considered a property right due to the fact that the bargaining unit employee is given extra duty assignments. Once those extra duty assignments are taken away, the specialized pay attached to those assignments should be removed.

Section 13: Seniority

A. While seniority is a factor to be considered in assignment of personnel, it is of secondary importance to the effective operation of the Sheriff's Office as a whole or a division, section, or unit therein. Further, it should be secondary to the need for bargaining unit employees to work together in a spirit of harmony and cooperation.

B. It is not always possible to make duty assignments and day assignment selection on a straight seniority basis. Therefore, the Sheriff retains the authority to assign personnel in any manner deemed necessary. This method will assure that the best interest of the Office has been taken into consideration and shall further provide that the bargaining unit employee selected for each assignment possesses the minimum qualifications necessary for the assignment.

C. Office seniority is the relative position of a Deputy to all other Deputies within the Department. Seniority in rank is the position of Department personnel in relationship to other personnel of the same rank or position.

D. When a question of Deputy II and III seniority arises with shift bidding only, Deputy II and Deputy III classifications will be evenly scheduled to each shift to ensure adequate experience on each shift. Such seniority shall then be determined by:

1. Continuous service with the Department; and

2. If all factors are equal, POPE score will prevail

E. Continuous Service in Rank

1. Deputies of the same rank will take precedence according to the date of their appointment to their respective rank.

2. Where two or more Deputies are working together on the same assignment and are of equal rank, such seniority shall not be exercised except in an emergency necessitating it, unless by competent authority on Deputy has been designated as in command.

F. Continuous Service in Rank

Deputies of the same rank and same date of appointment to their rank will rank according to their date of appointment to the Department with the Deputy having the longest continuous service taking precedence.

Section 14: Continuous Service

Continuous Service will be as follows:

A. Leaves of absences with pay, and approved leaves of absence of 30 days or less without pay, will not interrupt continuous service. If a bargaining unit employee is granted leave without pay for more than 30 days, the temporary separation will not constitute a break in service except that the period on leave without pay status will not be counted as creditable service. If a bargaining unit employee separates from service at his/her own initiative and is reemployed within 90 days, the separation will constitute a break in service. A bargaining unit employee who is reemployed in accordance with this provision will not have his/her sick leave balance as of his/her termination date reinstated.

Section 15: Layoff and Recall

A. When it is necessary to have a reduction in work force, layoffs will be made in consideration of the following factors:

1. Seniority;

2. Employee suitability for jobs remaining;

3. Ability to perform available work; and

4. Past job performance

B. Bargaining unit employees will receive 14 calendar days notice prior to being laid off.

C. Recall of laid off bargaining unit employees will be governed in accordance with the following provisions during the term of this Agreement:

1. Any full-time or part-time classified bargaining unit employee who is laid off and returns within 6 months of layoff shall not have to serve a probationary period if the bargaining unit employee returns to their previous position.

2. A laid-off returning bargaining unit employee will be credited for all unused sick leave remaining at the time of layoff if he/she returns within the 6-month period.

D. Layoff privileges end:

1. 6 months after the effective layoff date;

2. After a bargaining unit employee has refused employment in a position for which he/she is qualified

3. When the laid-off bargaining unit employee accepts another position within the County shall serve the required probationary period. A laid-off bargaining unit employee accepting another position within the County shall serve the required probationary period.

Section 16: Drug and Alcohol Testing

Refer to Santa Fe County Human Resources Handbook and Sheriff's Office Policies.

Section 17: Use of Reserve Deputies

A. The NMCOPS/SFCDSA and the Sheriff agree that the Reserve Deputy Program should be part of the Santa Fe County Sheriff's Department. The NMCOPS/SFCDSA shall participate with the Sheriff or his designee and representatives from the Reserve Program in the development of policies and procedures related to the Reserve Program, as well as any amendments to these policies and procedures. The Sheriff may accept, amend or revise recommendations and will have final approval prior to implementation.

B. Reserve commanders (those with rank of corporal and above) shall have no supervisory authority over full time salaried commissioned deputies except that if an experienced senior deputy is not available, a reserve commander may be assigned to carry out specific supervisory duties as assigned by the full time salaried commander.

C. Full-time salaried deputies shall always receive first priority to fill any special assignments or other assignments, which are designated as overtime assignments. The designation of overtime shall be determined by the funding source of the special assignment or by personnel rules and

regulations, other provisions of the contract, or specific overtime approved by the Sheriff or his designee.

Section 18: Outside Employment

A. No outside employment may rely on the bargaining unit employee's commission or the use of department badge or equipment. No outside employment may involve work at a liquor establishment.

B. Department sponsored overtime is not considered outside employment.

C. Bargaining unit employees should consider their employment with the County as their primary employment. Bargaining unit employees wishing to obtain outside employment shall file a request for approval by completing an Outside Employment Request Form with the Sheriff and shall include a description of the employment, location, and hours that will be worked. Outside employment is subject to the approval of the Sheriff and HR Director, who will consider, among other things, hours of work, conflict of interest, discredit upon the County, and the safety of the employee, fellow employees, and the public. Requests for outside employment must be filed annually for approval.

Section 19: Vacation Scheduling

A. Bargaining unit employees transferring from one division or section to another who have scheduled vacation shall be permitted to take that vacation as scheduled, except under emergency conditions as determined by the Sheriff or his designee.

B. In assignment of vacation time the County shall consider the workload and staffing levels within the work unit during the required time period.

C. The supervisor receiving the leave request will put date and time received along with their initials on the form immediately.

D. Vacation scheduling will be considered on a first come first serve basis and granted per approval of a leave request form for 3 days or less provided a request is made orally or in writing at least 1 day in advance.

E. A Deputy requesting use of vacation time in excess of 3 days shall notify his/her immediate supervisor at least 2 weeks prior to the stating date of the request.

Section 20: Work Week

A. The pay period consists of 2 workweeks.

B. All NMCOPS/SFCDSA bargaining unit employees assigned to the patrol division will be paid for their meal breaks. If a bargaining unit employee is recalled to service during a paid meal break, or cannot be relieved for a meal break due to work requirements, the bargaining unit employee will not receive additional compensation.

Section 21: Issued Articles

A. The County shall provide all bargaining unit employees within the scope of this Agreement the following equipment unless this equipment was provided during the probationary period:

1. One Santa Fe County Sheriff's Badge;

2. One Santa Fe County Sheriff's hat badge;

3. One ballistic vest meeting National Institute of Justice threat level III-A standard or equivalent. Use of this article is mandatory;

4. One Sam Browne belt, one handcuff case, one cartridge carrier, one baton holder, one sidearm, one sidearm holster, one pair of handcuffs and one flashlight

5. The Office will provide one (1) box of training ammunition per year, for any department weapon, for those employees that are required to carry a weapon, for the purposes of training.

B. The bargaining unit employee will be responsible for care, maintenance, warranty, and possession of all issued and assigned articles. Upon cessation of employment with the Sheriff's Office, the bargaining unit employee will be required to return all issued articles in serviceable condition. Failure to return County assigned equipment (in serviceable condition excluding normal wear) will cause the County to deduct their replacement value from the bargaining unit employee's final paycheck. This equipment must be turned in within 2 business days following the bargaining unit employee's termination date.

C. Should the bargaining unit employee wish to substitute privately owned articles in lieu of issued articles, the privately owned articles must meet the specifications of the issued articles, and their substitution must be authorized by the Sheriff.

D. The Sheriff shall determine which bargaining unit employees of the Santa Fe County Sheriff's Office shall be authorized to wear the badges identified in items 1 and 2 above, and/or the official Santa Fe County Sheriff's Office shoulder patch.

E. The following items may be purchased via Santa Fe County issued Purchase Order and charged against the annual clothing allowance:

1. Name Plate;

2. SFSO Collar Insignia;

3. Required rank insignia to include brass or cloth.

F. Deputies will be responsible for keeping all issued items secured in a locked area.

Section 22: Uniforms and Equipment

A. The County will bear the cost of any mandatory change in uniforms to the following limits for each mandatory change:

Shirts	-	three (3)
Trousers	-	three (3)
Dress hats	-	one (1)
Jackets	-	one (1)
Insignia	-	sufficient for 3 uniforms
Footwear	-	one (1) pair
Tie	-	one (1)
Name Tag	-	one (1)

B. This section shall not apply to uniform changes following a Deputy's promotion or demotion. The County will also bear the cost of initial issue for any equipment, unique to law enforcement, which is required by the Sheriff for a Deputy to complete his/her duty assignment.

Section 23: Clothing Allowance

A. Bargaining unit employees will receive a total of $590.00 per year for the purchase of job related clothing and equipment approved by the Sheriff or designee. $465.00 will be given to bargaining unit employees via a purchase order. One check in the amount of $125.00, less mandatory deductions will be given to Deputies the last pay day in the month of November.

B. Any purchases made outside of the official Sheriff's uniform will be considered a taxable fringe benefit.

C. Any bargaining unit employee found to be in violation of the dress standards as published in Section 25 of this Agreement may be progressively disciplined, up to and including termination, for not maintaining those standards.

Section 24: Grooming and Dress Standards

A. Bargaining unit employees shall follow the Grooming and Dress standards as set forth in section 1-11 of the Santa Fe County Sheriff's Office Standard Operating Procedures or as amended.

Section 25: Human Resources Files

A. The Sheriff's Office shall evaluate a bargaining unit employee's job performance on a regular, systematic or informal basis. If written, such evaluation(s) shall be included in the bargaining unit employee's Human Resources File. A copy of the evaluation(s) will be made available to the bargaining unit employee.

B. All formal evaluations shall be completed by the immediate supervisor (with the rank of Sergeant or above, unless a corporal is the immediate unit commander) of the bargaining unit employee being evaluated for the majority of their work shifts during the evaluation period, whenever practical

C. Bargaining unit employees shall be given the opportunity to read and sign disciplinary actions, performance evaluations, letters or reprimand, instruction and caution, and all documents critical of the bargaining unit employee's job performance that are placed in his/her Human Resources File.

D. Bargaining unit employees shall be allowed to review their Human Resources File upon reasonable advance request. Deputies may submit a written response to an adverse comment in their Human Resources File within 30 days. Human Resource records may be disclosed in accordance with the Inspection of Public Records Act.

E. Purging of Human Resources files shall be conducted in accordance with the following provisions:

1. A written reprimand shall be removed from the Bargaining Unit Employee's Human Resources File 12 months after the Deputy received the reprimand, provided the Bargaining Unit Employee has not received another written reprimand or any other disciplinary action during the 12 month period following the written reprimand. If the employee receives another reprimand or other progressive disciplinary action during the 12 month period following the written reprimand, the written reprimand will remain in the Bargaining Unit Employee's Human Resources file unless it is removed due to 3 consecutive years in which the employee receives no disciplinary actions.

2. A suspension shall be removed from the Bargaining Unit Employee's Human Resources File 5 years after the effective date of the suspension and placed in a separate administrative file to be held by the Human Resources division, provided that the bargaining unit employee has not received another suspension or other disciplinary action during the original 5-year period. If a bargaining unit employee receives a subsequent disciplinary action during the original 5-year time frame, the original and subsequent disciplinary actions shall not be removed until the bargaining unit employee has completed 5 consecutive years receiving no suspensions or other disciplinary action.

3. All requests for removal of any documents from the Human Resources File shall be made in writing by the bargaining unit employee to the Human Resources Division.

Section 26: Extra Duty Assignments

A. The Office will post all extra duty assignments in the Office Special Orders with the exception of mandated time sensitive or operation sensitive assignments. Supervisors will brief bargaining unit deputies concerning all available extra duty assignments and bargaining unit deputies will be afforded an opportunity to sign up for extra duty assignments on a first come, first served basis.

B. Every effort will be made to insure that extra duty assignments are posted as soon a possible to provide all Deputies an opportunity to sign up for an assignment.

Section 27: Vehicle Damage

Bargaining unit employees will not be required to pay restitution for damage to vehicles unless the damage was caused by a willful act of the deputy.

Section 28: Vehicle Take Home

A. It will be the policy of the Santa Fe County Sheriff's Office to assign vehicles to individual bargaining unit deputies when possible on a permanent basis other than for just cause.

B. PURPOSE: To establish a standard method and uniformity in the assignment of Office vehicles.

C. PROCEDURES:

1. Introduction: The following are the rules and regulations governing the operation of assigned County owned vehicles:

   a. To enhance the Sheriff's Office's ability to utilize off-duty bargaining unit employees in emergencies.

   b. To improve the maintenance and reliability of bargaining unit employee units by placing the responsibility for care of each vehicle on an individual bargaining unit employee Sheriff.

2. Assignment and Responsibility:

   a. All units are assigned individually by unit number.

   b. Each bargaining unit employee who is assigned a vehicle will be allowed to commute 29 miles outside the geographic limits of Santa Fe County.

   c. The Sheriff or designee will assign all units/vehicles individually by unit number.

3. General Regulations governing the use of County owned vehicles:

   a. Bargaining unit employees will not presume any special privileges with the County owned vehicle while off-duty. As an example, parking the vehicle in the designated area at all times, not in a reserved or no parking area.

   b. Unattended vehicles of off-duty bargaining unit employees must be locked at all times.

   c. General rules of conduct covering a bargaining unit employee on-duty in uniform will also apply to a bargaining unit employee in civilian clothes if he/she is driving the County owned vehicle.

   d. The County owned vehicle will not be utilized for carrying heavy or excessive loads and will not have objects protruding from the trunk or windows.

   e. Bargaining unit employees will not use the County owned vehicle on a part time job as part of that employment or as conveyance to or from the outside employment.

   f. All bargaining unit employees assigned a County owned vehicle on a personal basis shall exercise good judgment in utilizing it and shall not drive or use the vehicle so as to cause unfavorable comment or reflect discredit on the Office.

   g. Bargaining unit employees while off-duty and operating a County owned vehicle should be appropriately attired to effectively perform a Sheriff function if the need arises.

   h. While using the County owned vehicle off-duty, the bargaining unit employee will leave the Office two-way radio turned on.

i. Bargaining unit employees living in a remote area will park the unit at headquarters when weather conditions could cause the unit to become stuck or require towing out.

j. In minor cases encountered off-duty, the bargaining unit employee may use the radio to summon an area unit to handle a call and standby and assist until the unit arrives. In the event immediate action is necessary, the off-duty bargaining unit employee will handle the situation.

k. Bargaining unit employees who return to service while driving a County owned vehicle from an off-duty status to perform official duties must notify the on-duty Commander of the duties performed and their actual work time. Bargaining unit employees will be compensated for all time worked, after verification and approval in writing by the on-duty Commander.

l. The vehicle will be ready for official use at all times by assigned bargaining unit employees. No abuse of the vehicles will be tolerated. No excuse will be accepted for a vehicle not being able to be on the line when needed for assigned bargaining unit employees unless it is red-tagged for repair or maintenance.

m. No bargaining unit employee when using the County owned vehicle will be allowed to carry his/her family or any other passengers in the vehicle unless on official business or approved by the Sheriff or designee in emergencies only.

n. An off-duty bargaining unit employee may only use the County owned vehicle to attend court, training sessions, attend Office meetings, take the vehicle for vehicle maintenance and/or to turn in evidence either to this Office's Evidence Custodian or the State Crime Laboratory.

o. The County owned vehicle will not be used to attend any social function nor will it be used to go to nightclubs, bars, etc., unless on official business.

p. Bargaining Unit Employees driving County owned vehicles will be required to carry on their person their commission cards and their weapons at all times.

q. Bargaining unit employees driving County owned vehicles while off-duty will be required to investigate any serious incidents they happen to observe except traffic violations.

r. Bargaining unit employees who take the County owned vehicle home will make an effort to park the vehicle in a secure place for the prevention of vandalism.

s. Off-duty personal use of the County owned vehicle is prohibited.

t. Violations of these provisions are subject to disciplinary action and temporary or permanent loss of this privilege.

u. Exceptions to these provisions can be granted only by the Sheriff or his designee.

4. Maintenance Regulations covering the use of County owned vehicles:

a. The bargaining unit employee assigned a County owned vehicle shall be fully responsible for the general maintenance and proper care of the vehicle and shall refrain from:

i. Performing major mechanical work on the vehicle.

ii. Altering the body, general design, appearance, and markings, mechanical or electrical system.

iii. Making any repairs or having any repairs made to the vehicle other than at the County warehouse or as authorized.

iv. Adding accessories or equipment without the written approval of the Sheriff or his designee.

b. Bargaining unit employees will be responsible for the appearance and cleanliness of the vehicle assigned to them or the vehicle they may be using, both interior and exterior.

c. Bargaining unit employees will change flat tires. Repairs to the tires will be made at the warehouse.

d. The County will attempt to have all scheduled maintenance, including repairs performed during, or in conjunction with bargaining unit employee's normal duty hours. Maintenance service work, and repair work are to be scheduled in advance.

5. The Bargaining unit employee's immediate supervisor must approve repair work that requires the bargaining unit employee to transport the vehicle to the maintenance facility during off-duty hours and not in conjunction with the beginning or end of his/her work shift. If approved, reasonable travel time to and from the maintenance facility shall be considered as time worked.

6. The Accident Review Committee will review accidents that occur on and off-duty.

D. DISCIPLINARY PROCEDURES FOR MISUSE OF VEHICLES:

1. Driving while intoxicated or drinking while operating an Office vehicle will be cause for disciplinary action up to and including termination.

2. Any other violation of these provisions will be referred to the office of the Sheriff with any recommendation for disciplinary action using form "Disciplinary/Corrective Action" and signed by the supervisor.

Section 29: Personal Property Replacement

The County may reimburse a bargaining unit employee who has not been negligent for damage to Office approved (by the Sheriff or his designee) personally owned items, based upon depreciated value, when such items are lost or damaged as a result of duty requirements. This will include corrective eyeglasses. The following steps must be implemented:

A. The bargaining unit employee must submit the claim accompanied with a Santa Fe County Sheriff's Office Offense/Incident Report.

B. The claim must be submitted to the bargaining unit employee's supervisor on the date of occurrence, if possible, but not later than the bargaining unit employee's next active duty shift.

C. Upon recommendation of the immediate supervisor, the claim will be submitted to the Sheriff. The claim must be accompanied by the damaged equipment, personal property, or receipt. Any claims that are denied by the Sheriff shall be done in writing and within 10 days from the Sheriff's receipt of the claim reimbursement request.

Section 30: Firearms

A. Authorized Semiautomatic Pistols

1. Any bargaining unit employee wishing to carry a privately owned pistol must receive written authorization from the Sheriff.

2. Privately owned pistols must be inspected by one of the Office Armorers and registered with the Office.

3. The weapon must be carried utilizing the guidelines outlined in Office's policy and Procedure.

B. Authorized Shotguns

1. Shotguns that are not the property of or issued by the Santa Fe County Sheriff's Office will be authorized for use only by written permission of the Sheriff and all privately owned shotguns must be inspected by one of the Office Armorers.

2. The weapon must be carried utilizing the guidelines outlined in Office's policy and Procedure.

3. Deputies may not keep a department issued firearm if they are authorized to carry a personal firearm while on duty. Backup weapons are not included.

C. Authorized Shotgun Ammunition

1. 12 gauge .00 buckshot shall be the standard load for Office use.

2. 12 gauge shotgun slugs are also available for use by all commissioned personnel. Bargaining unit employees who wish to use 12 gauge shotgun slugs must qualify with slugs during regularly scheduled shotgun qualifications.

D. Authorized Privately Owned Rifles

1. Privately owned rifles must be approved in writing by the Sheriff and must be inspected by one of the Office Armorers. They must also be registered with the Office.

2, The weapon must be carried utilizing the guidelines outlined in Office's policy and Procedure.

3. Privately owned rifles allowed will be .223 caliber semiautomatic rifle or equivalent.

4. Scopes or any type of optical sights will not be permitted on privately owned rifles unless the sight mounting system allows for the use of the factory iron sights (open sights) without removing the scope. This type of scope mounting system is commonly referred to as see-through mounts.

E. Off-duty Weapons

Sworn personnel of the Santa Fe County Sheriff's Office, who have successfully completed and have been duly certified by the Law Enforcement Academy, will be authorized to carry a handgun on their person while off-duty.

A. PROCEDURES

1. The weapon or weapons must be registered with the Office and inspected by an Office Armorer. The off-duty weapon must be worn as inconspicuously as possible.

2. Bargaining unit employees may carry, while off-duty, either an issued weapon or one purchased at the bargaining unit employee's expense. To ensure proficiency with the weapon, at a regularly scheduled shoot each bargaining unit employee shall qualify with his/her off-duty weapon according to the procedures outlined in Office Policy and Procedures.

3. The Office will sanction only those handguns (calibers) described in Section 32 for off-duty use.

   No off-duty bargaining unit employee will carry on his/her person any firearm while indulging in alcoholic beverages in any form. No off-duty bargaining unit employee will carry on his/her person any firearm while attending a social function where alcoholic beverages are being served, nor will any bargaining unit employee carry on his/her person any firearm into any bar, nightclub, or fraternal club where alcoholic beverages are served. This section is not intended to limit the rights of a bargaining unit employee to carry a firearm in the same manner as unrestricted citizens, but rather to define the authorization to carry a firearm under the "color of law".

B. REPORTING THE DISCHARGE OF FIREARMS WHILE OFF DUTY

1. A bargaining unit employee who discharges his/her firearm while off-duty for any reason other than at an authorized firing range or in an authorized sport will immediately take the following steps:

   a. Notify the on duty Shift Commander and request that a full report is made on the matter.
   b. The Internal Affairs Division, if ordered by the Sheriff, may investigate an off-duty firearm discharge.
   c. An off-duty discharge of a firearm may be considered a "Bargaining unit employee Involved Shooting" and thus the terms of Section 60-Critical Incidents may apply.

2. Miscellaneous Items

   a. The Office will furnish the following calibers of ammunition to members of the Office for the purpose of qualifications:

      i. Handgun:
         .357 SIG
         9 mm
         .45 cal

ii. Rifle and Shotgun:
.223 cal
.308 cal
12-gauge (.00 buckshot and slug)

b. Bargaining unit employees firing other caliber handguns or rifles will furnish their own ammunition.

c. If any type of modification is done to a privately owned firearm covered under this section, the weapon must be re-inspected by an Office Armorer, prior to being carried under the guidelines in this Agreement.

Section 31: Internal Affairs

A. The Internal Affairs Unit is established as a staff investigative body, responsible to the Sheriff, for the purpose of conducting administrative investigations with four major purposes:

1. Assist in maintaining Office integrity;

2. Identify bargaining unit employee(s) guilty of misconduct so that they may be retrained and corrected, or if unacceptable for further public service, be removed through proper administrative action;

3. Protect innocent bargaining unit employee(s);

4. Enable the Legal Advisor to render professional legal services to the Sheriff or his representative.

B. This section establishes the guidelines for conduct of Internal Affairs interviews and the official relationship of the Internal Affairs Unit with all organized subdivisions of the Office. Discipline is a function of command. The existence of an Internal Affairs Unit does not lesson a supervisor's authority or responsibility. In an effort to ensure that interviews are conducted in a manner that is conducive to good order and discipline, the following guidelines are promulgated:

1. The interview of a bargaining unit employee shall be at a reasonable hour, preferably when the bargaining unit employee is on-duty, unless the purpose of the interview dictates otherwise. When practical, interviews should be scheduled at a reasonable time convenient to both parties. Interviews and investigations shall be concluded with no unreasonable delay. The bargaining unit employee under investigation must, at the time of the interview, be informed of the name and rank of the bargaining unit employee in charge of the investigation, the name and rank of the bargaining unit employee who will be conducting the interview, and the names of all persons present during the interview.

   a. For the purposes of this section, any time a bargaining unit employee is in a paid status, he is considered on-duty. All interviews shall be conducted on-duty and in accordance with the Peace Officer's Employer-Employee Relations Act of New Mexico.

2. Interviews shall take place at a location designated by the investigating bargaining unit employee. Usually it will be in the offices of the Internal Affairs Unit.

3. When a bargaining unit employee is directed to leave his/her post and report for an interview, the Investigator shall promptly notify the Shift Commander or the bargaining unit employee's immediate supervisor of the bargaining unit employee's whereabouts.

4. The bargaining unit employee shall be informed of the nature of the investigation before any interview commences. The address of the complainants and/or witnesses need not be disclosed, however, sufficient information to reasonably apprise a bargaining unit employee of the allegations shall be provided. If it is known that the bargaining unit employee being interviewed is a witness only, he/she should be so informed at the initial contact. If the bargaining unit employee is not informed of the nature of the investigation, he/she shall not be required to answer any questions until he/she is informed.

5. The bargaining unit employee shall not be subjected to any offensive language nor shall any member of the Internal Affairs Unit threaten him/her with transfer, dismissal or other disciplinary punishment. No promises of reward shall be made as an inducement to answering questions.

6. Interviews shall be limited in scope to activities, circumstances, events, conduct or acts that pertain to the incident that is the subject of the investigation. Nothing in this section shall prohibit questioning the bargaining unit employee about information that is developed during the course of the interview.

7. The complete interview of the bargaining unit employee shall be recorded and shall be transcribed. There will be no "off the record" questions or statements. All recesses called during the questioning shall be noted on the record. The tape recording shall be preserved and may be introduced as part of the Grievance.

8. If the bargaining unit employee is under arrest or is likely to be, he/she shall be given his/her rights pursuant to the Miranda decision.

9. In all administrative cases the law imposes no obligation, legal or otherwise, on the Office to provide an opportunity for a bargaining unit employee to consult with counsel or a personal representative when questioned by a supervisor or an Internal Affairs Investigator about the bargaining unit employee's employment or a matter relevant to his/her continuing fitness for Law Enforcement service. Nevertheless, in the interest of maintaining the usually high morale of the force, the Office shall afford an opportunity for a bargaining unit employee, if he/she so requests, to consult with counsel or a personal representative before being questioned, provided the interrogation is not delayed by more than 2 hours. The Internal Affairs Investigator may extend this for an additional hour. Counsel, if available, or a personal representative of the bargaining unit employee's choice, may be present during the interrogation.

10. In the event it is determined that the complainant has falsified his/her statements, the Office may take whatever action it deems appropriate and the bargaining unit employee may, at his/her discretion, pursue whatever legal remedies are available.

11. Any bargaining unit employee found to be knowingly withholding evidence or information or providing false testimony pertaining to an investigation will be subject to disciplinary action up to termination.

C. The Internal Affairs Unit, when directed by the Sheriff or his designee, shall conduct administrative investigations and make appropriate reports of cases involving:

1. Allegations or complaints of misconduct of Office personnel which, if found to be true, would likely result in disciplinary or criminal proceedings against the offending parties;

2. Allegations of misconduct or serious violations of the Standard Operating Procedures;

3. Situations where a bargaining unit employee has been killed or seriously injured;

4. Situations where any person has been killed or seriously injured by a bargaining unit employee, whether on or off-duty;

5. Situations involving the discharge of firearms by Office personnel acting in a real or assumed official capacity, other than for lawful sport or approved firing at the firing range;

6. Complaints by Office personnel of internal harassment, threats, unjust treatment or false accusations;

7. Any other incident when directed by the Sheriff or his designee.

D. All files and reports of investigations by the Internal Affairs Unit are confidential. They are intended for the exclusive use of the Sheriff, or whomever he deems necessary. Actual files, Photostats or abstracts may be released only upon the specific approval of the Sheriff, or in compliance with a lawful court order. An individual bargaining unit employee shall have the right to review his/her own Internal Affairs files along with his/her personal representative, if requested in writing after the completion of the investigation.

E. Duties of Office Personnel.

1. Sworn supervisors will initiate investigations of breaches of conduct of personnel under their supervision when a suspected infraction is observed or a complaint or allegation is tendered to them regardless of the source of the complaint or allegation. Supervisors who fail to initiate an investigation or take appropriate action when infractions are observed by or reported to them will be subject to disciplinary action up to termination.

2. Alleged or suspected serious violations of the law, rules and regulations and/or misconduct by bargaining unit employees shall be reported in writing to the supervisor of the Internal Affairs Unit by the next weekday (Monday through Friday) after receiving information of such misconduct. In all serious situations involving Office personnel, the supervisor shall immediately notify Internal Affairs. This obligation is waived in those cases where a supervisor has direct knowledge that a written report of the same incident or allegation has already been submitted. This waiver does not relieve a supervisor of the requirement to submit any other reports or information called for in the course of an investigation.

3. The following categories of offenses/allegations need not be reported to Internal Affairs by the appropriate supervisor: (The minor incidents hereinafter set forth are not intended to be all inclusive.)

   a. Tardiness in reporting for duty;

   b. Improper wearing of the uniform;

   c. Failure to carry and/or maintain official equipment;

d. Failure to report back in service upon completing an assignment or busy status;

e. Non-serious traffic accidents;

f. Complaints or allegations relative to differences of opinion between bargaining unit employees and citizens over the issuance of a citation unless there is an allegation of a violation of law or Office order on the part of the bargaining unit employee.

F. Internal Affairs activities are limited to investigations only; recommendations are the prerogative of the supervisor.

G. Following the completion of a complaint investigation, the Sheriff will review the case and may consider the comments or recommendations of the Division Commanders and supervisors under his direction.

H. The Sheriff, after reviewing the complete investigation, will classify the case as one of the following:

1. Sustained – the allegation is supported by sufficient proof.

2. Non-sustained – the evidence is insufficient to prove or disprove the allegation.

3. Unfounded – no basis for the complaint.

4. Exonerated – the incident complained of was lawful or proper.

I. Bargaining unit employees will be notified by the Internal Affairs Unit of findings within 10 days after final disposition of their cases.

J. To avoid conflict or possible interference it is vital that members of the Internal Affairs Unit and other bargaining unit employees involved in investigations that are of mutual concern understand their official relationships.

1. Internal Affairs investigations are aimed primarily at determining the facts and circumstances relating to a bargaining unit employee's conduct. Internal Affairs may call upon other units of the Office for support.

2. The activities of the Internal Affairs Unit and those of Criminal Investigators will, of necessity, overlap in many areas. In those instances, the bargaining unit employees involved should work in harmony in the best interest of determining the truth.

K. When an Internal Affairs Unit investigation indicates a bargaining unit employee is likely to be charged with the commission of a crime, the Investigators will continue only in accordance with the Constitutional safeguards normally employed for all criminal suspects.

L. The Sheriff can, by written directive, order any bargaining unit employee to submit to any deception detecting examination or technique, including but not limited to the following types: mechanical, medical or psychological.

When a bargaining unit employee is under investigation by the Office for alleged actions that could result in administrative sanctions being levied, the provisions, rights and remedies of NMSA 1978, Section 29-14-1 et seq. shall apply. In addition, the following provisions are agreed to:

1. Examiner opinions constitute but a single element of all information that becomes available during a complete and thorough investigation.

2. The polygraph or other examiner shall not attempt to coerce a confession from the examinee. Such conduct will be considered a violation of NMSA 1978, Section 29-14-1 et seq.

3. The provisions of this section shall apply whether the examination is mechanical, medical or psychological.

4. Polygraph examiners utilized by the Santa Fe County Sheriff's Office shall have been trained at a reputable course of instruction accredited by the American Polygraph Association and shall be qualified as experts under the New Mexico Rules of Evidence and have a valid Polygraph Examiner's license.

5. Prior to conducting any polygraph examination, the examiner shall be given full and unrestricted access to the investigative materials to that point and the examiner may utilize this in formulating his/her questions.

M. When the investigation results in Office charges being filed against a bargaining unit employee, that bargaining unit employee upon request will be provided access to all reports of the investigation which will contain all known material facts on the matter including any tape recordings.

N. Each level of command and/or supervision will have a minimum of 5 working days to review and make comments and recommendations on any disciplinary action once the investigation is completed.

Section 32: Disciplinary/Criminal Action

A. The County reserves the right to investigate all allegations of a Bargaining Unit Employee's misconduct and poor performance, and to discipline the bargaining unit employee as it determines to be necessary.

B. A bargaining unit employee may be placed on administrative leave with pay during an investigation involving that bargaining unit employee.

C. No documentation related to the matter will be placed in the bargaining unit employee's Human Resources File until the investigation is completed. Disciplinary actions will not be placed in a bargaining unit employee's Human Resources File until all administrative remedies are exhausted.

D. Bargaining unit employees will cooperate in all investigations conducted by or on behalf of the Sheriff. Failure to cooperate may be the basis for disciplinary action up to and including termination. Providing false testimony in a grievance hearing or an internal investigation is considered failure to cooperate.

E. Prior to the imposition of discipline other than a verbal or written reprimand or warning, the bargaining unit employee will be advised of the charges against him/her and given an opportunity to respond. The response may be verbal or in writing. When responding to allegations, a representative of his/her choosing may accompany the bargaining unit employee. The representative may present the bargaining unit employee's side of the issue or assist the bargaining unit employee in doing so. The bargaining unit employee may also choose to present

his/her side of the issue without representation. The bargaining unit employee will be allowed up to 2 hours to get his/her representative to a designated area.

F. Nothing in this section shall prevent the County from disciplining a bargaining unit employee for just cause.

G. NMSA 1978, Sections 29-14-1 to 29-14-11 (as amended), shall be binding upon all parties.

H. When a bargaining unit employee is charged with a criminal offense, a judicial determination of acquittal or not guilty shall not bar enforcement of this Agreement or of the Office's Standard Operating Procedures if they are otherwise applicable to the bargaining unit employee's action.

I. Suspensions may exceed 30 days only when a Deputy is charged in a criminal matter and is unable to receive a judicial determination of guilt or innocence within 30 days from the date of the charge that led to the suspension.

Section 33: Grievance Procedure

A. A bargaining unit employee may have representation at any time or step in the disciplinary grievance procedure.

B. As a condition of employment, bargaining unit employees are required to appear as witnesses in grievance hearings when requested by the aggrieved bargaining unit employee or by the County. Any bargaining unit employee who is called to be a witness during working hours shall be paid at his/her regular rate. The bargaining unit employee will be required to return to work when he/she is no longer needed as a witness.

C. Bargaining unit employees who are called to be witnesses during time off shall be paid at straight time for the time spent at the hearing by whichever party is requiring the bargaining unit employee to appear. This time is not considered as time worked for the purpose of computing overtime compensation.

D. In lieu of scheduling a grievance hearing, a bargaining unit employee and his/her supervisor may agree in writing to attempt to resolve a disciplinary action through mediation.

E. Binding arbitration will be used for all disciplinary grievances. Disciplinary grievances may be requested for:

   1. Suspension,

   2. Demotion, and

   3. Termination, as taken by the County.

F. Pre-Disciplinary Grievance Hearing

   1. Request for pre-disciplinary Hearing: Within five (5) working days of receipt of the recommended disciplinary action from the Department/Elected Official, the employee may request a pre-disciplinary hearing by notifying the Human Resources Director and the Department Director/Elected Official, in writing.

   2. Pre-disciplinary Grievance Hearing Process: Within five (5) working days of receipt of the request for a pre-disciplinary hearing, the Human Resources Director shall schedule a time,

date and location for the pre-disciplinary hearing. The time, date and location of the pre-disciplinary grievance hearing can be revised upon written agreement of both parties.

3. The Human Resources Director or designee and the appropriate Department Director/Elected Official or designee shall meet with the employee and the employee's representative, if any, at the appointed time, date and location. At this Pre-disciplinary grievance hearing, the employee shall have opportunity to respond to the recommended disciplinary action. The County Attorney or designee may also be present. Pre-Disciplinary hearings may be recorded.

4. The Human Resources Director or designee will issue a decision within five (5) working days of the pre-disciplinary hearing. The written decision shall include the date, time 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. A decision to suspend or demote an employee by the Human Resources Director is final.

5. Within five (5) working days of receipt of the decision, or seven (7) working days of the date sent via certified, return receipt mail, the employee has a right to appeal the decision of the Human Resource Director to the County Manager if the Human Resources Director's decision is termination.

6. The County Manager will render a written decision based upon review of all documentation, within five (5) working days of receipt of the employee's appeal request. The County Manager's Decision will be hand delivered or mailed by certified mail, return receipt requested.

Section 34: Arbitration

A. This procedure shall be the sole and exclusive method for resolving any and all claims arising from the suspension, demotion, or discharge of an employee or the alleged violation of this Agreement.

   1. Prior to an appeal to binding arbitration the procedure for the settlement of the grievance, Article 33, Grievance Procedure, must have been exhausted.
   2. The appeal must be received by the Human Resources Director within ten (10) work days from the date of the Human Resources Director's response along with its portion of the Federal Mediation and Conciliation (FMCS) arbitration form completed and a check for half of the filing amount. Failure to include the completed form and check may be considered as a waiver of the Union's right to arbitration.
   3. Within ten (10) workdays from receipt of the appeal to arbitration, the County will submit the appeal to the Federal Mediation and Conciliation Service (FMCS).

B. An arbitrator shall be selected in the following manner:

   1. The County and the Union will request a list of seven (7) names from the FMCS.

   2. Each party will strike on (1) name alternately until a single name remains and he or she shall be the Arbitrator. The party required to strike the first name will be determined by a flip of a coin.

C. The Arbitrator shall decide issues of arbitrability prior to hearing the merits of the case. If the Arbitrator determines the case is arbitrable, then the Arbitrator shall consider the facts of the grievance in arbitration and following the hearing shall prepare and submit to the parties, in writing, a report and decision within thirty (30) calendar days after the conclusion of the hearing. Arbitration shall be conducted according to the rules established by the FMCS.

D. The cost of services of the Arbitrator shall be shared equally by the parties. Each party will be responsible for compensating its own witnesses and representatives.

E. The Arbitrator shall have the authority to determine if there was just cause for any disciplinary action. However, in no case shall he/she have the power to add to, subtract from, or modify this Agreement, nor shall he/she substitute his/her discretion for that of the employer where such discretion has been retained by the employer, nor shall he/she exercise any responsibility or function of the employer.

F. The Arbitrator's award in disciplinary cases is limited to back pay and/or reinstatement, or reinstatement to a similar position at the parties' discretion if irreconcilable personality conflicts exist. The award shall be limited to the amount of wages and benefits the grievant otherwise would have earned subject to discount based on any earnings or compensation received by the grievant including, but not limited to, unemployment insurance benefits. The grievant has an obligation to mitigate his/her damages. The arbitrator may not award attorney's fees, punitive damages, general compensatory damages, or costs.

G. The Arbitration Award shall be considered an award issued under the provisions of the State's Uniform Arbitration Act.

Section 35: Shift Assignments

A. Shifts will be assigned by the process of shift bidding for Bargaining Unit Employees assigned to the Patrol Division. Such shift bidding will be conducted by seniority (as defined in Section 13) every 6 months. This Shift Bidding rotation shall be implemented within 120 days of the signing of this Agreement.

B. The Union will submit to the Sheriff or designee a list of all bargaining unit employees and the shift they are requesting no less than 30 days prior to the effective date of the schedule. If a list is not provided 30 days or more in advance, the Sheriff or designee may assign shifts accordingly.

C. A bargaining unit employee from another division to the patrol division, either voluntary or involuntary during a 6 month rotation will be assigned to vacant position by the Sheriff or designee. The bargaining unit employee will be allowed to bid for assignment at the completion of the rotation.

D. Days off will be rotated every 6 weeks for bargaining unit employees assigned to the Patrol Division.

E. The Sheriff, with the input of the NMCOPS/SFCDSA and the potentially affected bargaining unit employees, may implement shift and days off rotation for those Patrols excluded by subsections A and B.

F. Nothing in this section shall limit the right of the Sheriff to temporarily, for a maximum of ninety (90) days, modify shifts and days off to address emergencies, staffing shortages, and/or shifts

staffed without adequate numbers of experienced employees. After ninety (90) days, the Sheriff and the NMCOPS/SFSDA will meet to evaluate the status of the emergency.

G. Bargaining unit members will work five (5), eight (8) hour shifts unless otherwise approved by the Sheriff. These shifts will consist of two (2) consecutive days off.

H. The Sheriff may establish permanent patrol districts based on personnel and calls for service. The shift supervisor will be responsible for assignment of districts. The Sheriff and the NMCOPS/SFCSDA agree to meet and consider changes to the program.

Section: 36: Special Orders

All special Orders will be placed in an accessible centralized location for all bargaining unit employees.

Section 37: Critical Incidents

A. Bargaining unit employees who are involved in any type of traumatic critical incident, including but not limited to a incident involving the injury or death of a co-worker, a death involving a young child or a "Deputy involved shooting" , the bargaining unit employee will be offered assistance through the Employee Assistance Program or the Office's Chaplain Program.

B. When a bargaining unit employee is involved in a "deputy involved shooting" or is injured in the line of duty, the Sheriff or his/her designee will refrain from releasing a bargaining unit employee's name or identity to media agents, until the bargaining unit employee's immediate family has been notified.

Section 38: Retirement

Santa Fe County shall provide the 18.5% employer contribution percentage toward PERA Municipal Police Plan 5 in addition to 9.26% of the employee's contribution for a total of 27.76% contribution toward law enforcement retirement plan.

Section 39: Holiday and Premium Pay

A. Legal holidays for bargaining unit employee's as observed by Santa Fe County, will consist of the following days:

New Year's Day
Dr. Martin Luther King Jr.'s Birthday
Columbus Day
Memorial Day – the last Monday in the month of May
Independence Day
Labor Day – the first Monday in the month of September
Veteran's Day
Friday, the day after Thanksgiving Day
Christmas Day
One Personal Holiday

B. Bargaining unit employees who do not work on a holiday shall be paid for their scheduled work hours at their straight time rate. Work performed by a bargaining unit employee on a holiday will be compensated at the bargaining unit employee's straight time rate plus time and one-half that

rate for their regular scheduled shift. This pay will be referred to as Holiday Premium Pay. Thereafter, work will be straight time unless the bargaining unit employee qualifies for Overtime under the Overtime provision of the Agreement.

C. To receive Holiday Premium Pay, bargaining unit employees must be in a work status or leave with pay status, or on their regular day off the day preceding and the day following a holiday.

D. If a holiday occurs while a bargaining unit employee is on annual leave or sick leave, the bargaining unit employee will receive straight time pay for the holiday and the day will not be charged against the employee's accrued annual or sick leave.

E. If a holiday falls on a bargaining unit employee's scheduled day off, the employee shall be paid at his/her straight time rate for the hours in his/her regular workday.

F. The bargaining unit employee must submit to his immediate supervisor a request to take a personal holiday 5 working days prior to the date requested. Approval is subject to Office manning requirements as determined by the Sheriff. Personal holidays must be taken in full workday increments and are not cumulative from fiscal year to fiscal year, and shall not be compensated for upon separation from County employment.

G. In filling the routine requirements for holidays, bargaining unit employees shall be assigned from a roster of those employee's scheduled to work on the holidays.

H. If a holiday must be rescheduled due to a declared emergency, bargaining unit employees will take the alternate date designated.

Section 40: Wages

Upon ratification and approval by the Board of County Commissioners Union employees shall receive up to two $300.00 temporary salary adjustments as retention incentives. Each temporary pay increase shall be paid over two pay periods. The first temporary pay increase will be in two pay periods in January 2012 and the second shall be in two pay periods in July 2012. The next wage re-opener will occur no earlier than January 2013. Union employees shall also receive two (2) personal holidays to be used January 1, 2012-December 31, 2012.

The attached wage scale shall be used solely for the purpose of determining salary upon a promotion.

Section 41: Overtime/Compensatory Time

A. Hours worked in excess of 40 hours in a regular workweek shall be considered as overtime. Overtime shall be paid at one and one half hours for each hour worked for eligible employees pursuant to the Fair Labor Standards Act. Holidays (covered under section 40) will be counted as hours worked for overtime calculation purposes.

B. A bargaining unit employee designated workweek shall not be changed to avoid the payment of overtime. Schedules, shifts or days off will not be changed solely to avoid the payment of overtime except in mitigating circumstances (i.e. training, emergencies, length of time on duty, etc.)

C. In lieu of payment of overtime, a bargaining unit employee may request compensatory time. A bargaining unit employee may accumulate no more than 80 hours of compensatory time.

D. A bargaining unit employee who terminates his/her employment shall be paid for any unused compensatory time.

Section 42: Shift Differential

A. Bargaining unit employees working Swing Shift hours (2:00 p.m.-10:00 p.m.) will receive a Shift Differential pay of 5% of their hourly rate for hours worked.

B. Bargaining unit employees working a Split Shift will receive a Shift Differential pay of 7.5% of their hourly rate for hours worked.

C. Bargaining unit employees working Graveyard Shift hours (10:00 p.m.-6:00 a.m.) will receive a Shift Differential pay of 10% of their hourly rate for hours worked.

Section 43: Specialty Pay

A. Bargaining unit employees may receive pay for assignment to a maximum of 2 specialized duty assignments at any one time. In order to apply for specialty or additional duty positions you must have 2 continuous years with the Sheriff's Office.

1. Canine Handler – Bargaining unit employees who are assigned the responsibility for the care and handling of an office-owned canine will be compensated for forty-five (45) minutes per day, seven (7) days a week for care and cleanup of office-owned canines.

2. Detective – Bargaining unit employees who are assigned to the Criminal Investigations Division/Narcotics Unit, will be compensated at the rate of $180 per month.

3. Field Training Officer (FTO) – Bargaining unit employees below the rank of Sergeant designated by the Department as a Field Training Officer will be compensated at the rate of $130.00 per month.

4. S.W.A.T. Team – Bargaining unit employees below the rank of Lieutenant who are assigned as a regular member of the S.W.A.T Team will be compensated at the rate of $75.00 per month.

5. Traffic Accident Investigation Unit (Fatal Team) – Bargaining unit employees who are assigned to the Traffic Accident Investigation Unit (Fatal Team) will be compensated at a rate of $100.00 per month.

6. Warrant/Fugitive Division- Bargaining unit employees who are assigned to the Warrant/Fugitive Division will be compensated at a rate of $100.00 per month.

Section 44: On-Call Time

A. The Sheriff or designee may place bargaining unit employees on on-call status. On-call status occurs when a bargaining unit employee is required to be available for immediate call out by telephone or pager. A bargaining unit employee who does not respond to a call out, does not report for duty in a timely manner, or is not fit for duty may face disciplinary action.

B. Bargaining unit employees will not be placed on on-call status while on leave.

C. A bargaining unit employee assigned on-call status will be granted 8 hours of compensatory time for each full week completed. A bargaining unit employee who completes less than a week of on-call status will be granted .0625 hours of compensatory time per hour of on-call status.

Section 45: Court Time

A. Bargaining employees who are subpoenaed or ordered to attend court or court related matters while off-duty will be paid and their time at court will count as hours worked for purposes of calculating overtime. Bargaining unit employees will be awarded a minimum of 2 hours worked for their court appearance even if their actual time spent at the courthouse is less than 2 hours compensated for actual time worked in court. In the event that a bargaining unit employee is scheduled for more than one court appearance on the same off duty day, the deputy will be awarded 2 hours worked for each court appearance so long as there is more than 2 hours between the end of the first appearance and the beginning of the second appearance. Bargaining unit employees will not be awarded time worked for cancelled court appearances unless court is cancelled on the same day, in which case the bargaining unit employee will be awarded a minimum of 1 hour of time worked regardless of the number of appearances cancelled for that day.

B. This section shall not apply for court appearances that immediately precede or immediately follow a bargaining unit employee's regular work shift.

Section 46: Call Back

A. When a bargaining unit employee is called back to work after his/her regularly scheduled shift, the bargaining unit employee is guaranteed at least 2 hours work as directed by the Sheriff or his designee and will be paid for actual hours worked.

B. This section shall not apply if the Deputy is called to work within 1 hour of the beginning or 1 hour of the end of his/her regularly scheduled shift.

Section 47: Annual Leave

A. Bargaining unit employees covered by this Agreement shall be eligible to take annual leave with pay after accruing such leave and after obtaining prior supervisory approval.

1. Based upon years of service to the County, bargaining unit employees shall accrue vacation leave at the following schedule:

Full Years of Service	Annual Leave Bi-Weekly Accrual	Annual Accrual
1-4	4.62 HRS.	15
5-9	6.13 HRS.	20
10-14	6.46 HRS.	21
15-19	7.08 HRS.	23
20-25+	7.08 HRS.	23

B. When a legal holiday falls during a bargaining unit employee's vacation, the day shall not be charged as vacation leave but as a holiday. After annual leave has been exhausted, leave without pay may be used to supplement vacation leave up to a maximum amount of vacation leave utilized if approved by the Sheriff or designee.

C. Upon termination of employment, a bargaining unit employee will be paid for all accrued annual leave. Payment for unused annual leave shall be at the bargaining unit employee's regular rate of pay at the time of termination.

D. During each full calendar year of employment bargaining unit employees may carry forward the following accrued hours of annual leave into a new calendar year:

0 - 4 years of continuous service	240
5 - 9 years of continuous service	280
10 - 14 years of continuous service	300
15 years and above of continuous service	320

E. Bargaining unit employees may be disciplined, to include possible termination of employment for taking of sick leave for reasons other that those detailed in paragraph B of this section.

F. Bargaining unit employees requesting sick leave must notify their immediate supervisor if available, or the on-duty supervisor, if the immediate supervisor is not available. at least 60 minutes prior to the beginning of their scheduled work shift.

G. Bargaining unit employees will receive two (2) hours of annual leave at the beginning of each calendar year in addition to accrued annual leave pursuant to County policy.

Section 48: Sick Leave

A. Sick leave is accrued by bargaining unit employees at a rate of 3.12 hours per pay period.

B. Sick leave may be granted for absence from duty for personal illness, injuries, legal quarantine, or to care for a sick member of the bargaining unit employee's immediate family. Sick leave may be used for scheduled physicians and chiropractors appointments. 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.

C. The parties agree to meet to explore alternatives for implementing a sick leave pool that would permit an employee to donate a portion of his/her sick leave to other Office personnel who have exhausted their sick leave and are not released to return to work.

D. Bargaining unit employees are required to provide a physician's certification for absences due to sick leave of 3 consecutive days or more. Bargaining unit employees may be required to provide a physician's certification for requested sick leave.

E. Bargaining unit employees may be disciplined, to include possible termination of employment for taking of sick leave for reasons other than those detailed in paragraph B of this section.

F. Bargaining unit employees requesting sick leave must notify their immediate supervisor if available, or the on-duty supervisor, if the immediate supervisor is not available. at least 60 minutes prior to the beginning of their scheduled work shift.

G. Bargaining unit employees who request sick leave during their work shift must notify their supervisor prior to being dismissed from their work assignment.

Section 49: Emergency Leave

Emergency leave will be granted for up to 3 days following the death of an immediate family member (spouse, child, step-child, parent, mother/father in-law, siblings, grandparent and grandchildren). Emergency leave shall be granted at Administrative Leave with pay and not charged to accrued sick leave or annual leave of the bargaining unit employee.

Section 50: FMLA

Please refer to Santa Fe County Human Resources Rules and Regulations.

Section 51: Military Leave

Please refer to Santa Fe County Rules and Regulations.

Section 52: Injury Timer/Workers Compensation

Please refer to Santa Fe County Rules and Regulations.

Section 53: Light Duty

A. The Sheriff, in consideration of workload requirements, Office priorities, and the capability and suitability of a bargaining unit employee to perform specified duties, may grant light duty following a non-work related injury or illness. Light duty assignments may be granted and revoked by the Sheriff or designee. Such decisions are not grievable.

B. Any request must be submitted in writing and must be accompanied by a physician's statement detailing the bargaining unit employee's diagnosis, limitations, prognosis, and expected date of release to full duty.

C. Bargaining unit employees who are assigned a take-home vehicle will surrender that vehicle to the appropriate Division Commander while on light duty status. Bargaining unit employees will be assigned a take-home vehicle upon full release from their physician and their return to normal duty status.

Section 54: Promotions

A. Except as limited by this Agreement, the Sheriff is responsible for promulgating and implementing promotional procedures consistent with the Santa Fe County Human Resources Management Rules and Regulations and applicable State and Federal Laws. The NMCPSO/SFCDSA may provide input in writing regarding the improvement of the efficiency and effectiveness of the promotional process. For promotional testing and transfers to specialized divisions, suspensions older than 5 years (Provided that no other disciplinary actions, including written reprimands, have been imposed during that period) will not be considered.
The following non-probationary sworn positions shall be covered under this section and shall wear the following Chevrons on duty uniforms to signify his or her status: Deputy I (no Chevron, Deputy II (No Chevron), Deputy III (1 stripe Chevron), Corporal (2 stripe chevron), and Sergeant (3 stripe Chevron).

B. A lateral hire, upon completion of the probationary period, shall become a bargaining unit employee covered by this Agreement. Upon completion of the probationary period, lateral hires

will be placed on the pay scale adopted pursuant to this Agreement with credit for work as a law enforcement officer prior to employment with the County. Lateral hires shall receive credit for the number of years they served as a law enforcement officer prior to joining the County with a minimum of two years and up to a maximum of five years credit. Lateral hires will only receive credit for prior experience if they are certified by the State of New Mexico Department of Public Safety or receive certification by waiver through the State of New Mexico Department of Public Safety. Lateral employees will move into the next salary step upon reaching his or her subsequent employment anniversary date. Credit with prior law enforcement experience will be counted for Deputy III only.

C. Upon completion of a minimum of 12 months as a Deputy I, Deputies may be eligible for promotion to Deputy II if they have demonstrated satisfactory job performance and if funds are available. In addition to the current ranks within the department, the rank of Deputy III/Senior Deputy exists. Attainment of the rank of Deputy III/Senior Deputy shall be based upon 7 years of continuous service with the Sheriff's Department. In order to be eligible for the position of Deputy III, the Deputy must demonstrate a satisfactory job performance as a Deputy II.

D. Deputy II and Deputy III promotions are non-competitive. Non-competitive means there is not a series of tests or interviews in which the Deputy is ranked and then selected. A Deputy may be promoted if the Deputy successfully completes the steps outlined below and satisfies the service and performance criteria.

E. Process for Deputy II and Deputy III Promotion

Step 1

A memorandum from the deputy who is eligible for a position is necessary to initiate the promotion process. This memorandum shall be submitted at least two (2) months before the deputy's promotion eligibility date. The memorandum shall be addressed to the deputy's immediate supervisor and may contain letters of recommendation.

Step 2

The immediate supervisor will prepare a new performance evaluation if one is needed. A new performance evaluation is not needed when the last evaluation on the deputy was conducted within six months of the promotion eligibility date. The immediate supervisor must obtain the most recent two evaluations concerning the deputy. The evaluations must demonstrate adequate job performance. The supervisor is also responsible for researching the eligible deputy's official human resources file to search for any disciplinary actions. Disciplinary actions older than five (5) years will not be considered in this promotional process as long as no other disciplinary actions have been imposed. The supervisor must further complete a memorandum of recommendation addressed to the Sheriff. The supervisor must forward to the Sheriff or designee the following items:

- Initial memorandum by eligible deputy
- All letters of recommendation
- Recommendation memorandum from immediate supervisor
- Most recent two performance evaluations
- New evaluation if applicable
- Disciplinary actions if applicable

This step must be completed within three (3) weeks of the receipt of the deputy's initial memorandum.

Step 3

The Sheriff or designee will review and consider the information that is submitted by the supervisor. The Sheriff or designee will make a decision to promote or not promote the deputy based upon the criteria in Section 55 of the union contract, and the information provided by the eligible deputy and the immediate supervisor of the eligible deputy. The Sheriff or designee will notify the deputy of his/her decision in writing within five (5) working days of the decision. The Sheriff will provide all appropriate paperwork to Human Resources to process the promotion. The packet will be forwarded to Human Resources for processing within three (3) weeks of receipt of the eligible deputy's immediate supervisor's packet to the Sheriff or designee. Human Resources will process all paperwork to promote the deputy. The deputy will receive any applicable pay increases in accordance with Section 41 of the union contract. When pay increases are applicable, the increase will be effective the first full pay period after the date the deputy is eligible for promotion.

If a deputy is not promoted, he or she may resubmit a memorandum requesting promotion five (5) months after the deputy's original eligibility date. Resubmissions will follow all steps described above. If the deputy is granted the promotion, the applicable pay increases will be effective the first full pay period six months after the eligible date.

F. Eligibility for Corporal and Sergeant Ranks

To be eligible to participate in the Corporal promotional process a Deputy must have completed 4 years of service as a Deputy II or hold the rank of Deputy III and must have completed 4 years continuous service with Santa Fe County Sheriff's Office. However, lateral Deputies who have attained Deputy III, have less than 4 years continuous service with Santa Fe County's Sheriff's Office and otherwise meet all other eligibility requirements as set forth by Santa Fe County's Sheriff's Office Policies and Procedures and the CWA union Contract/Santa Fe County Sheriff's Association to test for Corporal will be eligible to test for Corporal. To be eligible to participate in the Sergeant promotional process a Deputy must have completed a minimum of 6 years of continuous service with the Sheriff's Office, as a sworn Deputy AND must have one (1) year experience as a Corporal.

G. Promotional Process for Corporal and Sergeant

1. The County Human Resources Department will oversee the preparation, administration and scoring of the promotional process.

2. Deputies will be notified of suggested preparatory reference and/or study materials at least 3 months prior to the date of a promotional examination. The dates and location of the administration of written examinations will be announced at least 30 days in advance. Other types of examinations will usually be scheduled within 30 days following the administration of written examinations.

3. Unexpected delays, changes in location, or other rescheduling of promotional examinations after the original announcement shall require that reasonable advance notice are given to participating Deputies.

4. The Sheriff will forward the list of eligible candidates having the prerequisites to take the promotional examination to the Human Resources Department prior to posting written examination date

H. Requirements

1. All eligible Deputies who wish to participate in an announced promotional examination must sign a request roster to be posted in the County Human Resources Director's Administrative office within the time announced.

2. All eligible Deputies who are on the request roster will be required to take the written examination. Those qualifying with a passing score of a minimum of 70% or better will be permitted to participate in subsequent portions of the promotional process.

3. Failure to appear for the examination or interviews will result in termination of the promotional process for the individual concerned.

4. Requirements for completion of the promotional process will not be waived. The County Human Resources Director may approve rescheduling of portions of the promotional process on an individual basis to accommodate extreme circumstances.

I. Promotional Process Factors

1. Eligibility for promotional lists shall be based upon results of the written examination if a passing score of 70% or higher was obtained, oral examination and performance review.

2. Candidates must successfully complete all phases of the promotional process to be considered for promotion to Corporal or Sergeant.

3. Promotional lists shall be valid for 1 year from their date of publication.

4. The Sheriff will select for each promotion from the 3 candidates with the highest overall scores on the promotional list.

5. HR will compile a list of eligible candidates.

J. Trial Period and Evaluation of Newly Promoted Deputies Corporal or Sergeant

1. All Deputies promoted to the rank of Corporal or Sergeant will initially be appointed for a 6-month trial period. During this period, a Deputy may be reduced to his/her former rank and rate of pay by the Sheriff.

2. All newly promoted Deputies will be evaluated at the end of their trial period.

K. If the Sheriff chooses to fill a Corporal or Sergeant position on a temporary basis, he shall select a Deputy from the next lower rank under the following guidelines:

1. The temporary promotion is made only to fill the vacancy of a person holding a permanent rank.

2. Selection of the Deputy shall be accomplished by the Sheriff or designee.

3. The temporary promotion will not exceed 6 months in duration.

4. No temporary promotion will be made to fill a vacancy of 5 working days or less.

5. The effective date of the promotion shall be the first full pay period after the duties were assumed.

6. All applicable County forms will be completed and approved.

7. When the Deputy fill the duties of a supervisor under this section, that Deputy will be compensated at 5% of his/her base rate or entry level base rate of the supervisory position they are assuming, whichever is greater.

8. The Deputy(s) selected for temporary promotion will assume all of the duties and responsibilities of the person they are replacing and will be held accountable for the same.

9. The Sheriff shall cause a Department memorandum to be issued in all instances when a temporary promotion is affected or terminated.

L. Eligibility for Specialty Pay

Bargaining unit lateral employees shall complete 2 years of continuous service with Santa Fe County Sheriff's Office to be eligible for incentive positions (investigations, SWAT, FTO, Fatal Team, Warrants.) The two year requirement may be waived upon mutual agreement between the Union and Management.

Section 55: Tuition and Educational Assistance

A. The objective of this program is to assist employees in further education in an effort to enhance current skills as well as improve future potential. The approval for assistance is dependent upon the course and its relevance to the employee's current or future potential position with Santa Fe County. Approval must be obtained by the Sheriff and HR prior to commencement of each course. Tuition assistance includes the payment of tuition and registration fees for employees to attend "for credit" courses.

B. All tuition charges will be paid directly to the academic 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 as pass or fail, a grade of pass will be acceptable for reimbursement, whereas a fail grade will not be reimbursed. Any late fees incurred by the employee registering late will be paid by the employee.

C. Depending on the availability of funds, education assistance may be partially approved or denied. If an employee submits an application to attend a course that is offered at another institution for a less expensive rate, education assistance may be approved on the lesser rate. Tuition assistance will be determined by performance and the availability of funds. Tuition assistance is limited to a maximum of $5,000.00 per fiscal year.

D. The employee shall file a complete application for tuition assistance, a document from the educational institution listing the costs of the requested assistance, and a schedule of class(es) from the institution identifying the days and times of the class(es) to the immediate supervisor and the Sheriff at least three (3) weeks prior to the first class date. The Sheriff or designee will notify the employee within seven (7) working days of the status.

E. If the application is approved, the employee shall then forward the application signed by the immediate supervisor and the Sheriff or designee with the attached cost and dates and times of

the class(es) from the educational institute to the HR Director for final approval. All applications for tuition reimbursement are subject to the final approval of the HR Director. In the event that it is disapproved or partially funded, the HR Director or designee will notify the employee within seven (7) working days of the receipt of the application to HR.

F. If the application is approved by the HR Director, a purchase requisition will be completed by the Human Resources Office. Upon completion of the course or ten (10) working days of receipt of the official grade(s), the employee shall provide the grades to the HR office. If the grade(s) are eligible for reimbursement the Human Resources Office will coordinate with the Finance Department to produce the reimbursement check for the applicant.

1. If the employee changes the class(es) or withdrawal from the class(es) after the original application has been filed, the employee shall notify HR within seven (7) days of action.
2. If the employee separates from Santa Fe County prior to the class(es) being complete, the reimbursement agreement shall be void.
3. If the employee separates from the County within 6 months of receiving tuition reimbursement, the employee shall reimburse the County the money that was paid in tuition assistance upon their final check.
4. If an employee transfers from one department, division, or office to another, the HR Director will determine if the class(es) are relevant to his or her job and decide if the reimbursement agreement will remain valid.

G. Educational Leave

Educational leave for up to four (4) hours per week may be granted for class attendance scheduled during normal working hours. If an employee is requesting educational leave, he or she must complete the educational leave section of the tuition assistance application. Educational leave shall not be granted for travel time, meal time, and homework/study time. Educational leave may be denied based on workload and staffing levels.

Section 56: Immunization

A. Where health insurance and/or Workers Compensation do not cover medically necessary immunization for work related exposure to contagious disease, the County will provide reimbursement for the cost of such medical treatment for the employee and immediate family. This provision shall not apply to bargaining unit employees who have been offered and have declined the opportunity to participate in a County subsidized health insurance program.

B. OSHA guidelines and Laws will be adhered to as they pertain to immunizations for Law Enforcement personnel.

Section 57: Severability

In the event that any of the provisions of this Agreement shall be declared by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining portions thereof. In such event, the parties shall meet within a reasonable time to attempt to negotiate a suitable provision to replace the invalid or unenforceable provision.

Section 58: Complete and Entire Agreements

A. This Agreement is the complete and only agreement between the parties and replaces any and all previous agreements. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities.

B. Pursuant to the New Mexico Public Employee Bargaining Act, the financial provisions of this contract are effective contingent upon adequate appropriations in each fiscal year.

Section 59: Term of Agreement

This Agreement will become effective upon ratification by the bargaining unit and County Commission and signature by the Executive Director and County Manager and shall remain in effect until October 30, 2015 with the exception of one (1) non-economic issue, which will be opened for negotiation on the second year of this agreement. If no successor Agreement has been ratified and executed by the parties by the term end of this Agreement, this Agreement shall remain in effect and continue until a successor Agreement has been ratified and executed by both parties.

Sheriff's Department Pay Scale

YOS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
DEP. I	18.1915	18.3734																		
DEP. II		19.5351	19.7305	19.9278	20.1271	20.3283	20.5316	20.7369	20.9443	21.1537	21.3652	21.5789	21.7946	22.0126	22.2328	22.4551	22.6796	22.9064	23.1355	23.3669
DEP. III							23.0161	23.2462	23.4787	23.7135	23.9506	24.1901	24.4320	24.6764	24.9231	25.1724	25.4241	25.6783	25.9351	26.1945
CPL.					25.0747	25.3254	25.5786	25.8344	26.0927	26.3537	26.6172	26.8834	27.1522	27.4237	27.6980	27.9749	28.2547	28.5372	28.8226	29.1106
SGT.					27.9407	28.2201	28.5023	28.7873	29.0752	29.3660	29.6598	29.9562	30.2558	30.5583	30.8630	31.1726	31.4843	31.7991	32.1171	32.4383

Agreement November 8, 2011 to October 30, 2015

This wage scale shall be used solely for the purpose of determining salary upon a promotion.

In witness whereof, the parties have executed this Agreement as of November 8, 2011:

Steven Harvey, Executive Director NMCPSO

James Yeager, Assoc. President

Virginia Vigil, Chairperson
Board of County Commissioners
County of Santa Fe, New Mexico

Attest:

Valerie Espinosa, County Clerk
County of Santa Fe, New Mexico

Approved as to legal form:

Stephen Ross, County Attorney
County of Santa Fe, New Mexico