

**Daniel "Danny" Mayfield**  
*Commissioner, District 1*

**Miguel Chavez**  
*Commissioner, District 2*

**Robert A. Anaya**  
*Commissioner, District 3*




**Kathy Holian**  
*Commissioner, District 4*

**Liz Stefanics**  
*Commissioner, District 5*

**Katherine Miller**  
*County Manager*

## **MEMORANDUM**

**To:** Santa Fe County Board of County Commissioners

**From:** Teresa C. Martinez, Finance Division Director 

**Via:** Katherine Miller, County Manager

**Date:** June 25, 2012

**Re:** **Request Authorization Of The Use Of District 5 Capital Funds, Per Capital Outlay Policy, Allocating \$20,000 For The Purchase of Playground Equipment**

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### **BACKGROUND**

The Board of County Commissioners previously reviewed and approved the Capital Improvement Plan. The Plan allocated \$200,000 to each commission district to be used for capital projects within that district. In FY 2013, the district capital funding is budgeted in a set-aside within the Capital Outlay GRT Fund and then moved via a Budget Adjustment Request (BAR) to a unique commission district cost center.

### **ISSUE**

The FY2014 budget will eliminate the need for a BAR from a set-aside to each unique commission district cost center. In FY 2014, the funds were directly budgeted into each unique commission district cost center. The budget established includes the annual allocation of \$200,000 and the carryover of any unspent funds from the previous fiscal year. The Finance Division will continue to maintain a separate spreadsheet that details each capital project by commission district.

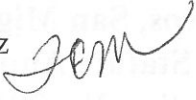
### **SUMMARY**

The Finance Division requests BCC authorization of the use of district 5 capital funds in the amount of \$20,000 to be used for the purchase, installation, and some site work for playground equipment for the Oshara Village Homeowner's Association (HOA). The County has negotiated a license agreement that will specify that the equipment would be County property for which the County would be liable, but Oshara Village HOA would agree to indemnify the County for any liability and maintain the equipment. The equipment would be returned to the County if the license is ever revoked or terminated.



## MEMORANDUM

**To:** The Board of County Commission

**From:** Teresa C. Martinez 

**Via:** Katherine Miller

**Date:** June 25, 2013

**Subject:** **Introduction And Possible Approval On Resolution No. 2013-\_\_\_, A Resolution Authorizing The Donation Of A County Fire Department Engine Truck To The Village Of Pecos, San Miguel County Fire Department In Accordance With State Statute, And Associated Waiver Of Requirements Of Resolution No. 2013-026.**

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### **BACKGROUND:**

Santa Fe County follows the State of New Mexico statutory policies to dispose of surplus property and equipment pursuant to NMSA 1978, Section 13-6-2. Each Santa Fe County department/elected office participates in the process to review damaged, broken, or obsolete fixed assets inventory to determine whether assets are usable, safe for continued use, or if the cost to repair the item would be excessive.

### **ISSUE:**

On an annual basis, department staff/elected officials are required to collect information related to inoperable or obsolete property and equipment of Santa Fe County in order to determine its eligibility for surplus/donation. As part of the annual review process, some departments may request to donate assets to other departments and/or other governments located in the state of New Mexico.

The Santa Fe County Fire Department requests permission to donate a 1987 GMC Fire Engine truck to the Village of Pecos, San Miguel County. As part of the process, the Fire Department staff will assess the needs of all the fire districts before considering donation of assets to another county. The SFC Fire Department prefers to replace any vehicles that are fifteen (15) years old, or older. Currently all of the County's fire districts have better fire engine vehicles or are in the process of replacing a similar older fire engine vehicle.

### **REQUEST ACTION:**

The finance division requests the board's consideration and approval of: 1) a waiver of the requirements of Resolution 2013-26, and 2) the approval of the attached resolution to donate a 1987 GMC Fire Engine truck to the Village of Pecos, San Miguel County. County staff estimates the value of the Fire Engine Truck at \$8,000. Because this asset has a value greater than \$5,000, approval must also be requested from the New Mexico Department Of Finance and Administration, Local Government Division. (LGD) A letter has been submitted to LGD for approval.

Upon approval of the resolution by the Board of County Commission and the LGD, and notification to the State Auditor's Office, the fire engine truck may be donated to the Village of Pecos.

# **SANTA FE COUNTY**

## **RESOLUTION NO. 2013-**

### **A Resolution Authorizing The Donation Of A County Fire Department Engine Truck To The Village Of Pecos, San Miguel County Fire Department In Accordance With State Statute And Associated Waiver of Requirements of Resolution No. 2013-026**

**WHEREAS**, Santa Fe County is requesting approval to surplus and donate a 1987 GMC Fire Engine truck;

**WHEREAS**, Santa Fe County intends to donate this Fire Engine truck to the Village of Pecos, San Miguel County, New Mexico;

**WHEREAS**, the Fire Engine has an estimated current resale value of five thousand dollars (\$5,000) or more and is no longer being used by Santa Fe County; and

**WHEREAS**, the Santa Fe County Manager supports the donation of this equipment to the Village of Pecos, San Miguel County, New Mexico.

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Santa Fe County that a waiver of the requirements of Resolution No. 2013-026 is approved, and this Resolution to surplus and donate the equipment consisting of a 1987 GMC Fire Engine truck and governed by NMSA 1978, Section 13-6-2 (2007), is hereby adopted.

**APPROVED, ADOPTED AND PASSED** this 25th day of June 2013.

#### **BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Geraldine Salazar, County Clerk

\_\_\_\_\_  
Kathy Holian, Chairman

**Approved As To Form:**

\_\_\_\_\_  
Stephen C. Ross, County Attorney

\_\_\_\_\_  
Teresa C. Martinez, Finance Director





## ***The Village of Pecos***

***P.O. Drawer 337  
Pecos, New Mexico 87552  
Phone (505) 757-6591  
Fax (505) 757-2833***

***Mayor Tony J. Roybal  
Village Clerk Ramona Quintana  
Village Treasurer Arthur R. Varela***

***Board of Trustees  
Joe M. Benavidez  
Florencio Varela  
James Varela  
Herman Gallegos***

May 13, 2013

Chief David Sperling  
35 Camino Justicia  
Santa Fe, NM 87507

Dear Chief Sperling:

We understand that your fire department has available for donation a 1987 GMC Engine, Model Number G-09531, VIN 1GDLFD1G9HV519697.

The Village of Pecos has a need for additional fire-fighting resources and can certainly put this unit to good use while enhancing our existing resources and fire suppression capabilities.

We are appreciative of your consideration.

Sincerely,

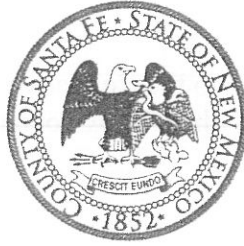
Ralph Lopez, Chief  
Pecos Fire Department



**Daniel "Danny" Mayfield**  
Commissioner, District 1

**Miguel Chavez**  
Commissioner, District 2

**Robert A. Anaya**  
Commissioner, District 3



**Kathy Holian**  
Commissioner, District 4

**Liz Stefanics**  
Commissioner, District 5

**Katherine Miller**  
County Manager

Date: June 12, 2013

To: Santa Fe County Board of County Commissioners

From: Bernadette Salazar, Human Resources Director

Re: Request Approval of Amendment No. 4 to the Collective Bargaining Agreement between Santa Fe County and the Santa Fe County Deputy Sheriff's Association, a subsidiary of the New Mexico Coalition of Public Safety Officers

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**BACKGROUND AND SUMMARY**

The Santa Fe County Board of County Commissioners approved the collective bargaining agreement in November 2011. Section 40, Wages of the current collective bargaining agreement allowed for a wage re-opener to occur in March 2013. The union and management teams negotiated the wage section and discussed the challenges many law enforcement agencies currently face. The result is to implement the attached pay scale effective June 29, 2013. Employees will receive increases upon their employment anniversary dates. The pay scale will remain in effect for the duration of contract which expires October 30, 2015. The implementation of the pay scale will also assist with recruitment of new Deputies because our recruiters will be able to provide potential employees with future wages.

In addition, although Section 10, Insurance is not an element of the wage re-opener, the cost of premiums is an issue that has been addressed and approved by the Union and the County. This agreement will increase insurance benefits for employees to include the following:

	County's Contribution	Union Employee's Contribution
Union Employees who earn \$30,000 annually or less	80%	20%
Union Employees who earn \$30,001 to \$50,000 annually	70%	30%
Union Employees who earn more than \$50,000 annually	63%	37%

**ACTION REQUESTED**

We request approval of amendment no. 4 to the Collective Bargaining Agreement between Santa Fe County and the Santa Fe County Deputy Sheriff's Association, a subsidiary of the New Mexico Coalition of Public Safety Officers

Thank you for your consideration.

**Attachment:**

*Amendment No.4 to the Collective Bargaining Agreement Between Santa Fe County and Santa Fe County Deputy Sheriff's Association, a subsidiary of the New Mexico Coalition of Public Safety Officers*

**AMENDMENT NO. 4  
TO  
COLLECTIVE BARGAINING AGREEMENT  
BETWEEN SANTA FE COUNTY AND  
THE SANTA FE COUNTY DEPUTY SHERIFF'S ASSOCIATION, A SUBSIDIARY OF THE  
NEW MEXICO COALITION OF PUBLIC SAFETY OFFICERS/NMCOPS**

**THIS AMENDMENT** is made and entered into as of this 25<sup>th</sup> day of June 2013, by and between **Santa Fe County**, a political subdivision of the State of New Mexico (hereinafter 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 Union").

**WHEREAS**, the County and the Union entered into the Collective Bargaining Agreement effective November 8, 2011 to October 30, 2015;

**WHEREAS**, the County and the Union entered into an amendment to that Agreement on June 26, 2012 to increase contributions to health benefits, to implement temporary salary adjustments for retention and to implement cost of living adjustments;

**WHEREAS**, the County and the Union entered into a second amendment to the Agreement on February 25, 2013 to address recruitment challenges for specialized duty assignments with minimum years of service requirements and difficulties filling the Corporal classification;

**WHEREAS**, the County and the Union entered into a third amendment to the Agreement on June 3, 2013 to address the retention of certified law enforcement officers and officers assigned to specialty assignments;

**WHEREAS**, the County and the Union have negotiated the financial re-opener required by Section 40, Wages of the Collective Bargaining Agreement to implement a pay scale to be effective upon the first full pay period following each employee's employment anniversary date; and

**WHEREAS**, both parties agree that although Section 10, Insurance, is not an element of the wage re-opener, it is an issue that should be addressed immediately.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. **SECTION 10: INSURANCE** is deleted in its entirety and replaced with the following:
  - A. The County shall offer to the covered bargaining unit members and their eligible dependents, medical, life, dental, and optical insurance in accordance with the following contributions to the cost of premiums:

	<b>County's Contribution</b>	<b>Union Employee's Contribution</b>
Union Employees who earn \$30,000 annually or less	80%	20%
Union Employees who earn \$30,001 to \$50,000 annually	70%	30%
Union Employees who earn more than \$50,000 annually	63%	37%

B. Percentages may be revised to comply with state law. All medical, life, dental, and optical benefits shall be maintained for the life of this Agreement. Bargaining unit employees will pay 100% of disability insurance offered by the County.

2. **SECTION 40: WAGES**, as amended by Amendment No. 1, 2, and 3 is deleted in its entirety and replaced with the following:

**SECTION 40: WAGES**

- A. Union employees shall receive up a \$300 temporary salary adjustment as a retention incentive. The temporary pay increase will be paid in January 2012. Union employees shall also receive up to four \$125.00 temporary salary adjustments as retention incentives. Each temporary pay increase shall be paid over four pay periods. The four \$125 dollar temporary salary adjustments as retention incentives will begin the pay day of July 20, 2012. Bargaining unit employees shall also receive a 1% cost of living adjustment effective the first full pay period in January 2013. The next wage re-opener will occur no earlier than March 29, 2013. Union employees shall also receive two (2) personal holidays for a total of three personal holidays for calendar year 2012 to be used upon approval by the Board of County Commissioners that must be used by December 14, 2012.
- B. Upon ratification and approval by the Board of County Commissioners of Amendment No. 3 to Collective Bargaining Agreement Between Santa Fe County and the Santa Fe County Deputy Sheriff's Association, Union employees shall receive the following temporary salary adjustment as a retention incentive:

15+ years of service:	\$1,200.00
10-14 years of service:	\$1,100.00
5-9 years of service:	\$1,000.00
2-4 years of service:	\$800.00
1 year of service:	\$600.00

- C. The temporary pay increase shall be paid over two pay periods. The temporary pay increase will begin the first full pay period after July 1, 2013. The next wage re-opener will begin no later than November 8, 2013.
- D. Salary increases based on the pay scale attached hereto as Exhibit A shall become effective the first full pay period after each bargaining unit member's anniversary date following adoption of this Amendment. This pay scale will be effective through October 30, 2015.

E. Upon eligibility of promotion to Deputy I, Deputy II and Deputy III, if a union member is not promoted, the bargaining unit member will remain at their existing pay rate in the pay scale.

3. All other provisions of the Collective Bargaining Agreement not specifically deleted, replaced or amended by Amendment No. 1, Amendment No.2, Amendment No. 3 and Amendment No. 4 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**SANTA FE COUNTY**

\_\_\_\_\_  
Kathy Holian, Chairperson

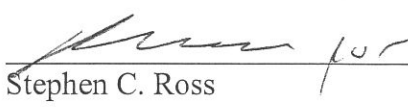
\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Geraldine Salazar, Santa Fe County Clerk

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Stephen C. Ross  
Santa Fe County Attorney

6-13-13  
\_\_\_\_\_  
Date

**NEW MEXICO COALITION OF PUBLIC SAFETY OFFICERS**

\_\_\_\_\_  
Steve S. Harvey  
Executive Director

\_\_\_\_\_  
Date

**SANTA FE COUNTY DEPUTY SHERIFF'S ASSOCIATION**

\_\_\_\_\_  
James Yeager  
Association President

\_\_\_\_\_  
Date





**Exhibit A**  
**Pay scale for the Santa Fe County Deputy Sheriff's Association, a Subsidiary of the New Mexico Coalition of Public Safety Officers**

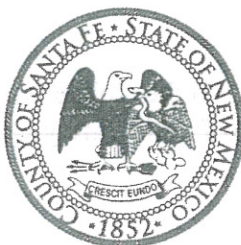
YOS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
DI	19.0000	19.1900																				
DI		20.5000	20.7050	20.9121	21.1212	21.3324	21.5457															
DI							23.0000	23.2300	23.4623	23.6969	23.9339	24.1732	24.4150	24.6591	24.9057	25.1548	25.4063	25.6604	25.9170	26.1761	26.4379	26.7023
Corp.				25.3000	25.5530	25.8085	26.0666	26.3273	26.5906	26.8565	27.1250	27.3963	27.6702	27.9469	28.2264	28.5087	28.7938	29.0817	29.3725	29.6662	29.9629	30.2625
Sgt.						28.3894	28.6733	28.9600	29.2496	29.5421	29.8375	30.1359	30.4373	30.7416	31.0491	31.3595	31.6731	31.9899	32.3098	32.6329	32.9597	33.2888



**Daniel "Danny" Mayfield**  
Commissioner, District 1

**Virginia Vigil**  
Commissioner, District 2

**Robert A. Anaya**  
Commissioner, District 3



**Kathy Holian**  
Commissioner, District 4

**Liz Stefanics**  
Commissioner, District 5

**Katherine Miller**  
County Manager

Date: June 12, 2013

To: Santa Fe County Board of County Commissioners

From: Bernadette Salazar, Human Resources Director

Re: Request Approval of Amendment No. 1 to the Collective Bargaining Agreement between Santa Fe County and the New Mexico Coalition of Public Safety Officers (Regional Emergency Communications Center-RECC)

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**BACKGROUND AND SUMMARY**

The Santa Fe County Board of County Commissioners approved the collective bargaining agreement in November 2011. Article 33, Wages of the current contract allowed for a wage re-opener to occur in March 2013. The union and management teams negotiated the wage section. The result is to implement the attached pay scale effective upon approval and on each employee's anniversary date. All other bargaining unit employees not included on the pay scale shall receive a 1% salary increase effective upon their anniversary date upon approval of this amendment and each anniversary thereafter. No anniversary salary increases shall be implemented after June 28, 2014. This will assist with recruitment of new employees because our recruiters will be able to provide potential employees with future wages.

In addition, although Article 24, Insurance, is not an element of the wage re-opener, the cost of premiums is an that has been addressed and approved by the Union and the County. This agreement will increase insurance benefits for employees to include the following:

	County's Contribution	Union Employee's Contribution
Union Employees who earn \$30,000 annually or less	80%	20%
Union Employees who earn \$30,001 to \$50,000 annually	70%	30%
Union Employees who earn more than \$50,000 annually	63%	37%

**ACTION REQUESTED**

We request approval of amendment no. 2 to the Collective Bargaining Agreement between Santa Fe County and the New Mexico Coalition of Public Safety Officers (Regional Emergency Communications Center-RECC)

Thank you for your consideration.

**Attachment:**

*Amendment No.2 to the Collective Bargaining Agreement Between Santa Fe County and New Mexico Coalition of Public Safety Officers (Regional Emergency Communications Center-RECC)*



**AMENDMENT NO. 2  
TO  
COLLECTIVE BARGAINING AGREEMENT  
BETWEEN SANTA FE COUNTY AND  
THE NEW MEXICO COALITION OF PUBLIC SAFETY OFFICERS (REGIONAL  
EMERGENCY COMMUNICATIONS CENTER-RECC)**

**THIS AMENDMENT** is made and entered into as of this 25<sup>th</sup> day of June 2013, by and between **Santa Fe County**, a political subdivision of the State of New Mexico (hereinafter referred to as "the County") and the New Mexico Coalition of Public Safety Officers Regional Emergency Communications Center-RECC (hereinafter referred to as "the Union").

**WHEREAS**, the County and the Union entered into the Collective Bargaining Agreement effective November 8, 2011 to July 30, 2015;

**WHEREAS**, the County and the Union entered into an amendment to that Agreement on June 26, 2012 to increase contributions to health benefits, implement temporary salary adjustments for retention and implement cost of living adjustments;

**WHEREAS**, the County and the Union have negotiated the financial re-opener required by Article 33, Wages of the Collective Bargaining Agreement and have agreed to implement the attached pay scale to be effective upon the first full pay period following each bargaining unit employee's employment anniversary date following execution of this Amendment; and

**WHEREAS**, both parties agree that although Article 24, Insurance, is not an element of the wage re-opener, it is an issue that should be addressed immediately.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. **ARTICLE 24, INSURANCE** is deleted in its entirety and replaced with the following:
  - A. The County shall offer to the covered bargaining unit members and their eligible dependents, medical, life, dental, and optical insurance in accordance with the following contributions to the cost of premiums:

	County's Contribution	Union Employee's Contribution
Union Employees who earn \$30,000 annually or less	80%	20%
Union Employees who earn \$30,001 to \$50,000 annually	70%	30%
Union Employees who earn more than \$50,000 annually	63%	37%

- B. Percentages may be revised to comply with state law. All medical, life, dental, and optical benefits shall be maintained for the life of this Agreement. Bargaining unit employees will

pay 100% of disability insurance offered by the County.

2. **ARTICLE 33, WAGES**, as amended by Amendment No. 1, 2, and 3 is deleted in its entirety and replaced with the following:

**ARTICLE 33, WAGES**

- A. Upon ratification and approval by the Board of County Commissioners, Union employees shall receive up to four \$125.00 temporary salary adjustments as retention incentives. Each temporary pay increase shall be paid over four pay periods. The temporary salary adjustments as retention incentives will begin the pay day of July 20, 2012. Bargaining unit employees shall also receive a 1% cost of living adjustment effective the first full pay period in January 2013. The next wage re-opener will occur no earlier than March 29, 2013. Union employees shall also receive two (2) personal holidays for a total of three personal holidays for calendar year 2012 to be used upon approval by the Board of County Commissioners that must be used by December 14, 2012. The following pay scale will apply for promotional purposes.

Years of Service	1	2	3
ECS I	\$14.00		
ECS II		\$16.00	
ECS III			\$17.50

- B. Salary increases based on the pay scale attached hereto as Exhibit A shall become effective the first full pay period after each bargaining unit employee's anniversary date following execution of this Amendment. This pay scale will be effective through June 28, 2014.
- C. All other bargaining unit employees whose wages are not addressed by the pay scale shall receive a 1% salary increase effective upon their anniversary date the first full pay period following execution of Amendment No. 2 and each anniversary thereafter through June 28, 2014.
2. All other provisions of the Collective Bargaining Agreement not specifically deleted, replaced or amended by Amendment No. 1 and Amendment No. 2 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SANTA FE COUNTY

\_\_\_\_\_  
Kathy Holian, Chairperson

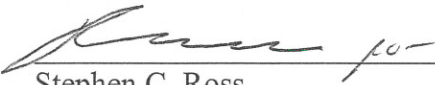
\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Geraldine Salazar, Santa Fe County Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Stephen C. Ross  
Santa Fe County Attorney

6-13-13  
\_\_\_\_\_  
Date

NEW MEXICO COALITION OF PUBLIC SAFETY OFFICERS

\_\_\_\_\_  
Steve S. Harvey  
Executive Director

\_\_\_\_\_  
Date

NEW MEXICO COALITION OF PUBLIC SAFETY OFFICERS (RECC)

\_\_\_\_\_  
Joe Doolittle  
Association President

\_\_\_\_\_  
Date





**Exhibit A**  
**Pay scale for the New Mexico Coalition of Public Safety Officers Regional Emergency Communications Center**

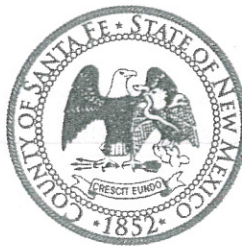
YOS	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
ECS I		14.0000																			
ECS II			16.0000																		
ECS III				17.5000	17.6750	17.8518	18.0303	18.2106	18.3927	18.5766	18.7624	18.9500	19.1395	19.3309	19.5242	19.7194	19.9166	20.1158	20.3170	20.5201	20.7253
Communications Team Leader					19.7005	19.8975	20.0965	20.2974	20.5004	20.7054	20.9125	21.1216	21.3328	21.5461	21.7616	21.9792	22.1990	22.4210	22.6452	22.8717	23.1004



**Daniel "Danny" Mayfield**  
Commissioner, District 1

**Miguel Chavez**  
Commissioner, District 2

**Robert A. Anaya**  
Commissioner, District 3



**Kathy Holian**  
Commissioner, District 4

**Liz Stefanics**  
Commissioner, District 5

**Katherine Miller**  
County Manager

Date: June 18, 2013

To: Santa Fe County Board of County Commissioners

From: Bernadette Salazar, Human Resources Director

Re: Request Approval of Amendment No. 4 to the Collective Bargaining Agreement between Santa Fe County and the New Mexico Coalition of Public Safety Officers on Behalf of the Santa Fe County Covered Corrections Department Employees

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**BACKGROUND AND SUMMARY**

The Santa Fe County Board of County Commissioners approved the collective bargaining agreement in June 2011. Article 32, Wages of the current contract allowed for a wage re-opener to occur in March 2013. The union and management teams negotiated the wage section. The result is effective the first pay period following execution of this Agreement by all parties, bargaining unit employees earning \$30,000 or less annually shall receive a 3% cost of living adjustment, and bargaining unit employees earning greater than \$30,000 annually shall receive a 2% cost of living adjustment. In addition, all bargaining unit employees shall receive a \$1,000 temporary salary adjustment as a retention incentive to be paid over four pay periods effective the pay days of July 19, 2013, August 2, 16, and 30, 2013.

In addition, although Article 32, Insurance, is not an element of the wage re-opener, it is an issue that has been addressed and approved by the Union and the County. This agreement will increase insurance benefits for employees to include the following:

	County's Contribution	Union Employee's Contribution
Union Employees who earn \$30,000 annually or less	80%	20%
Union Employees who earn \$30,001 to \$50,000 annually	70%	30%
Union Employees who earn more than \$50,000 annually	63%	37%

**ACTION REQUESTED**

We request approval of amendment no. 4 to the Collective Bargaining Agreement between Santa Fe County and the New Mexico Coalition of Public Safety Officers-Corrections Union

Thank you for your consideration.

**Attachment:**

*Amendment No.4 to the Collective Bargaining Agreement between Santa Fe County and the New Mexico Coalition of Coalition of Public Safety Officers-Corrections Union*



**AMENDMENT NO. 4  
TO  
COLLECTIVE BARGAINING AGREEMENT  
BETWEEN SANTA FE COUNTY AND  
THE NEW MEXICO COALITION OF PUBLIC SAFETY OFFICERS  
ON BEHALF OF THE SANTA FE COUNTY COVERED  
CORRECTIONS DEPARTMENT EMPLOYEES**

**THIS AMENDMENT** is made and entered into as of this 25<sup>th</sup> day of June, 2013, by and between **Santa Fe County**, a political subdivision of the State of New Mexico (hereinafter referred to as "the County") and the New Mexico Coalition of Public Safety Officers-Corrections Union (hereinafter referred to as "the Union").

**WHEREAS**, the County and the Union entered into the Collective Bargaining Agreement (hereinafter referred to as "the Agreement") effective June 28, 2011 to June 28, 2014;

**WHEREAS**, the County and the Union entered into an amendment to that Agreement on January 10, 2012 to provide a temporary salary adjustment for bargaining unit members;

**WHEREAS**, the County and the Union entered into a second amendment to the Agreement on June 26, 2012 to increase the percentage of insurance premiums paid for certain bargaining unit members and to provide an additional temporary salary adjustment;

**WHEREAS**, the County and the Union entered into a third amendment to the Agreement on January 29, 2013 to include Sergeants and Booking Clerks in the bargaining unit, and to modify the Agreement to accommodate the accretion of the Booking Clerks and Sergeants into the bargaining unit, to clarify the holiday and promotional process language, and to address pay compaction issues with the classification of Sergeant;

**WHEREAS**, the County and the Union negotiated the financial wage re-opener required by Article 32, Wages and agreed upon the following to be effective the first pay period following execution of this Agreement by all parties: Bargaining unit employees earning \$30,000 or less annually shall receive a 3% cost of living adjustment, and bargaining unit employees earning greater than \$30,000 annually shall receive a 2% cost of living adjustment. In addition, all bargaining unit employees shall receive a \$1,000 temporary salary adjustment as a retention incentive to be paid over four pay periods effective the pay days of July 19, 2013, August 2, 16, and 30, 2013; and

**WHEREAS**, both parties agree that although Article 33, Insurance is not an element of the wage re-opener, it is an issue that should be addressed immediately.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. ARTICLE 33, INSURANCE** is deleted in its entirety and replaces with the following:

A. The County shall offer to covered union employees and their eligible dependents, medical, life, dental, and optical insurance in accordance with the following contributions to the cost of premiums:

	County's Contribution	Union Employee's Contribution
Union Employees who earn \$30,000 annually or less	80%	20%
Union Employees who earn \$30,001 to \$50,000 annually	70%	30%
Union Employees who earn more than \$50,000 annually	63%	37%

B. Percentages may be revised to comply with state law. All medical life, dental, and optical benefits shall be maintained for the life of this Agreement. Bargaining unit employees will pay 100% of disability insurance offered by the County.

2. **ARTICLE 32, WAGES**, is amended by deleting subsection C. contained in Amendment No. 3 and replacing it with the following:

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

3. All other provisions of the Collective Bargaining Agreement not specifically deleted, replaced or amended by Amendment No. 1, Amendment No.2, Amendment No. 3, and Amendment No. 4 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**SANTA FE COUNTY**

\_\_\_\_\_  
Kathy Holian, Chairperson

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Geraldine Salazar, Santa Fe County Clerk

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Stephen C. Ross  
Santa Fe County Attorney

\_\_\_\_\_  
Date

**NEW MEXICO COALITION OF PUBLIC SAFETY OFFICERS**

\_\_\_\_\_  
Steve S. Harvey  
Executive Director

\_\_\_\_\_  
Date

**SANTA FE COUNTY CORRECTIONAL OFFICER'S ASSOCIATION**

\_\_\_\_\_  
Joey M. Romero  
Association President

\_\_\_\_\_  
Date

