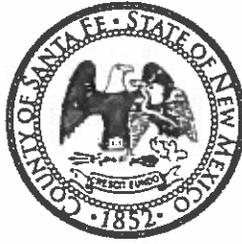


Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. 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: October 28, 2014

TO: Board of County Commissioners

VIA: Katherine Miller, County Manager

FROM: Rudy Garcia, Legislative Project Coordinator
Hvtce Miller, Intergovernmental Coordinator
Tony Flores, Assistant County Manager

RE: *Request Approval of the Santa Fe County's Community Development Block Grant Program Implementation Schedule*

BACKGROUND and SUMMARY:

The Department of Housing and Urban Development's Community Development Block Grant (CDBG) program, administered by the New Mexico Department of Finance and Administration (DFA, will be accepting applications for new CDBG projects in March of 2015. Project applications shall be utilized in one of three national program objectives: 1) serve low to moderate income beneficiaries; 2) removes slum/blight; or, 3) addresses an urgent need.

Project funding may be used for:

- Community Infrastructure – water and waste water systems, street improvements, and municipal utilities.
- Housing – property acquisition, rehabilitation, increase housing opportunities, and historic preservation.
- Public Service Capital Outlay – community centers, senior citizen centers, and other community facilities designed to provide health, social, and recreational services.
- Economic Development – assists communities in creating or retaining jobs for low-moderate income persons.
- Planning – used in the development of comprehensive plans, feasibility assessments, mapping, aerial photography, and development of codes and ordinances.

As required within the CDBG guidelines, any local unit of government that contemplates submission of an application shall conduct a minimum of one (1) CDBG Public Hearing to solicit project ideas and to make a formal determination of the project to be submitted for consideration.

DFA has published the following draft program benchmarks for the next application cycle:

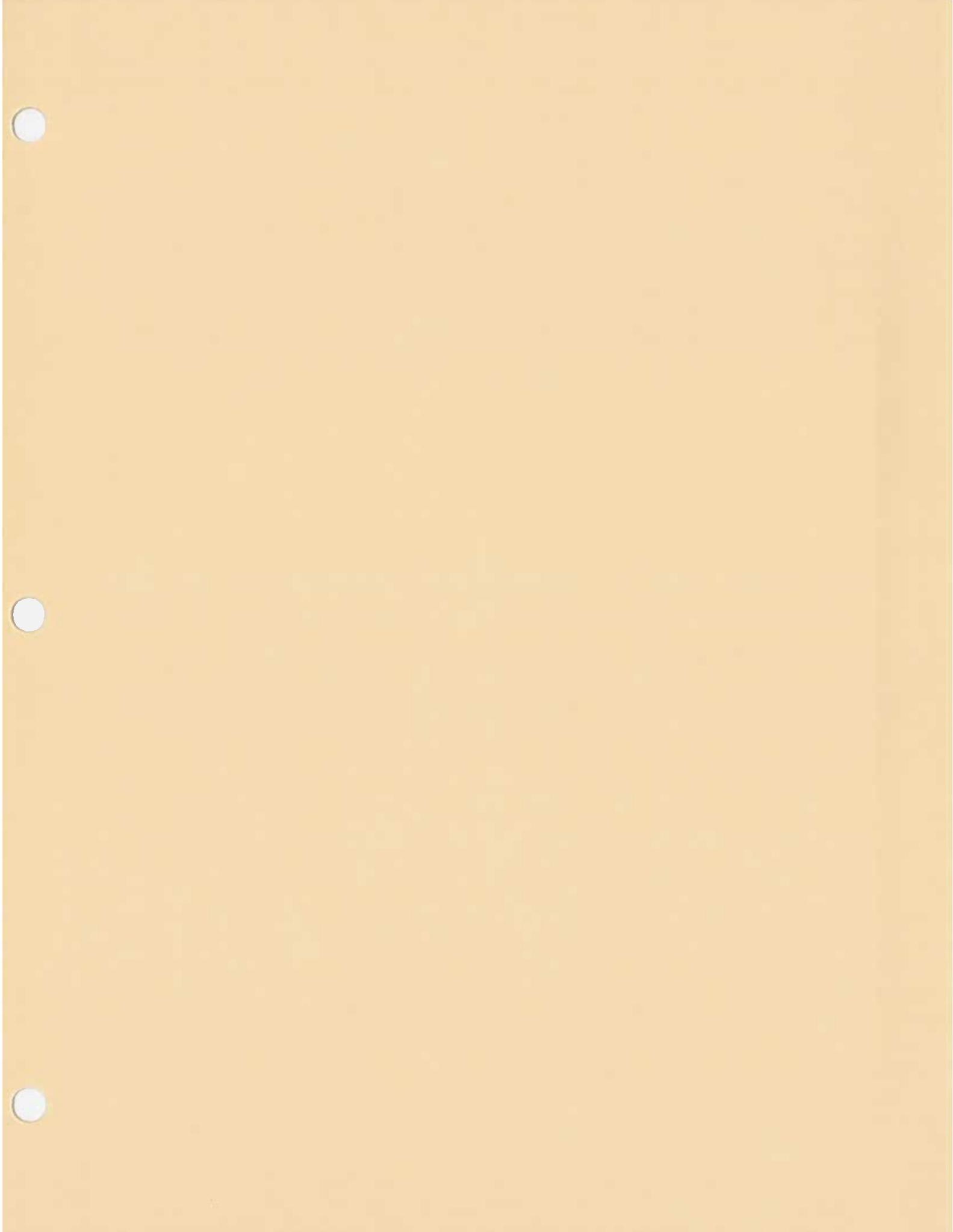
- CDBG Program Benchmarks:
 - October 15, 2014 – Approval of the 2015 Action Plan and Proposed Rule Change
 - December 4, 2014 – Adoption of NMAC Rule Change
 - December 11, 2014 – Application Workshop
 - January 16, 2015 – Deadline for Threshold Compliance (open projects)
 - January 23, 2015 – Surveys/LMI Data Due to DFA
 - March 18, 2015 – Applications Due

In preparation of the development of a program application, and in order to maximize Public Participation, staff has developed the following schedule:

- Community Meetings:
 - November 6, 2014 – 6:00 PM Santa Fe County – Commission Chambers
 - November 15, 2014 – 10:00 AM Santa Fe County – Commission Chambers
 - November 18, 2014 – 6:00 PM Pojoaque Satellite Office
 - November 19, 2014 – 6:00 PM Edgewood Fire Station
- Board of County Commission Meetings:
 - November 25, 2014 – 1st Public Hearing
 - December 9, 2014 – Final Public Hearing and Adoption of CDBG Program Resolution
 - December 10, 2014 / January 16, 2015 – Preparation of Surveys/LMI for selected project

RECOMMENDATION

Staff is recommending approval of the public participation schedule for the CDBG application process.



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Commissioner, District 1

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Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *October 8, 2014*

TO: *Board of County Commissioners*

FROM: *Adam Leigland, Public Works Department Director*

VIA: *Katherine Miller, County Manager*

ITEM AND ISSUE: *BCC Meeting October 28, 2014*
Approval to the Additional Section 4 County Fleet Management Policy. (Public Works Department/Adam Leigland)

SUMMARY:

Approval of this item will update the County Fleet Management Policy.

BACKGROUND:

On August 26, 2014, the BCC approved a County Fleet Management Policy with Resolution 2014-80. During the discussions, it emerged that the County Clerk and the County Treasurer would like the addition of a new section to the policy to accommodate their unique needs. The Commission then directed staff to work with the other elected officials to develop this new section and add it to the policy.

DISCUSSION:

The approved Fleet Management Policy contained three sections. The subject update is the addition of a section four that articulates the unique needs of the Assessor, Clerk, and Treasurer. The new section was substantively drafted by these elected officials. The proposed section is below:

SECTION IV. OFFICE OF ASSESSOR, CLERK AND TREASURER

A. The Assessor's Office, the Clerk's Office, and the Treasurer's Office may develop and promulgate vehicle use policies that ensure the overall goals of this Fleet Management policy are met, including the use of GPS technology for data collection as described in Section II.C.4 and, if different from this policy, a vehicle retirement schedule. Upon approval by the Elected Official, any such policies shall be provided to the County Manager.

B. Each Elected Official named in this Section that promulgates a vehicle use policy shall appoint a Fleet Liaison to coordinate with the Fleet Manager. Implementation and applicability of any VURB recommendations regarding vehicles subject to this section shall be taken under consideration by each Elected Official who has promulgated a vehicle use policy. The County shall provide logistical support as requested by each Elected Official in implementation of that Official's vehicle use policies.

The only other change to the approved fleet management policy was a reference to the new section four.

REQUESTED ACTION:

Approve this policy so that Resolution 2014-80 incorporates the changes requested by the Assessor, Clerk, and Treasurer.

EXHIBIT A

SANTA FE COUNTY FLEET MANAGEMENT POLICY

SECTION I. GENERAL PROVISIONS

A. FOREWARD

1. Santa Fe County recognizes that motor vehicles are important tools in the efficient and effective performance of its duties, particularly in a rural, expansive, low-density setting such as the County presents. On the other hand, the County also recognizes that the purchase, use, and maintenance of a motor vehicle fleet are significant aspects of the County budget, play an important role in the County's policies on energy- and greenhouse-gas-reduction, and are highly visible to the public.
2. This fleet management policy addresses all aspects of County vehicle fleet management in order to optimize vehicle use and operations. Topics covered include the acquisition of new or replacement vehicles, vehicle operations by County employees, and allocation of vehicles to work locations. Specifically, the purposes of this policy are:
 - a. To establish how vehicles owned or leased by Santa Fe County shall be managed and used;
 - b. To authorize the County Manager or designee to implement, execute, and enforce this Policy, promoting cost-effective fleet management through efficient vehicle acquisition and disposal, vehicle operation, and vehicle maintenance;
 - c. To establish that the County Fleet Manager shall be responsible for ensuring that the County Fleet is managed in accordance with accepted best fleet management practices in order to realize the maximum value for County fleet expenditures; and
 - d. To establish processes and procedures for planning, directing, managing, coordinating and supervising the acquisition, maintenance and repair, replacement and disposal of County vehicles, as part of providing services to the entities, agencies, and departments served.

B. DEFINITIONS

As used in this policy, the following terms have the following meanings:

1. Board – the Board of County Commissioners of Santa Fe County.
2. County fleet—The sum total of County vehicles.
3. County vehicle—A vehicle owned or leased by the County.
4. Fleet manager—The supervisor of the fleet maintenance section and primary point of contact for County fleet issues.
5. General government—County operations other than Public Safety.

6. Maintenance and repair—Any activity performed on a County vehicle, including modifications and installation of aftermarket or other equipment, to impart and preserve the vehicle's function or increase its longevity.
7. Public safety—Comprises the functions of law enforcement, fire protection, emergency medical services, and corrections.
8. Standard vehicle group—The limited mix of makes and models of vehicles available for addition to the County fleet.
9. Vehicle—Motor-driven machine approved for use on public roads. Fire apparatus, heavy equipment such as motor graders, and small "four-wheelers" shall not be considered vehicles.
10. VURB – The Vehicle Utilization Review Board created pursuant to Section II(B) of this policy.
11. Work center—An organizationally or geographically unique or discrete area of County operations that warrants distinct consideration in fleet management policy implementation.

C. APPLICABILITY

1. This Policy applies to all entities, agencies, departments, and employees that operate County vehicles. Recognizing that Public Safety vehicle use has unique characteristics, this policy is divided into the following sections.
 - a. General Government Vehicles are covered by Section II.
 - b. Public Safety vehicles are covered by Section III.
 - b.c. Elected Official vehicles are covered by Section IV.
2. The Fleet Manager shall be responsible for determining, providing, and regulating maintenance and repair services for all County vehicles. The County Manager is authorized to approve the Fleet Manager providing these services for other entities and agencies, under separate agreement, when in the County's best interest.

D. REPORTING.

1. Annually, the Fleet Manager, in coordination with the Sheriff and the Director of Public Safety, shall present the Board with a report on the current County vehicle inventory, each vehicle's age, mileage, function, organizational location, and such other information as the Board requests.

SECTION II. GENERAL GOVERNMENT VEHICLES

A. FLEET MANAGER

1. The supervisor of the fleet maintenance section in the Public Works Department is designated as the County Fleet Manager.

2. The Fleet Manager is authorized to:

- a. Obtain vehicle titles and registrations and sign state Motor Vehicle Department title applications, vehicle titles, and related documents as necessary to conduct the acquisition, registration, transfer, and disposal of County vehicles;
- b. Administer the Santa Fe County Fleet Management Policy;
- c. Develop a Standard Vehicle Group;
- d. Develop and implement Fleet Management Policies and Procedures;
- e. Provide and administer vehicle maintenance and repair services for all County vehicles; and
- f. Provide other fleet management services as directed by County Manager or designee.

3. To aid the Fleet Manager in the implementation of this policy, work center Fleet Liaisons shall be appointed. Fleet Liaisons' duties shall include coordination with the Fleet Manager on vehicle allocation and vehicle maintenance.

B. VEHICLE UTILIZATION AND ACQUISITION

1. County vehicles shall be operated in compliance with applicable law, the Santa Fe County Human Resources Handbook, applicable Collective Bargaining Agreement, and other applicable policies and procedures, including those promulgated by the Fleet Manager and VURB. At a minimum, within the parameters of its use, a County vehicle shall be kept clean and serviceable and shall present a positive image of the County.
2. Vehicles shall be allocated in a manner consistent with the County's best interests. Vehicle assignment shall not be considered a term or condition of employment, except for positions for which such consideration has been specifically authorized by the Board. Vehicles approved to be taken home are subject to all applicable take-home vehicle policies and taxable fringe benefits policies.
3. Vehicle Utilization Review Board
 - i. The County Manager shall convene a Vehicle Utilization Review Board (VURB). The VURB shall meet at least annually in conjunction with budget preparation. The VURB shall review vehicle allocation and utilization, and evaluate vehicle acquisitions, possible vehicle reductions, and reassignments. The VURB will be comprised of a minimum of five individuals, appointed by the County Manager, and the County Manager shall designate the chair of the VURB. The Fleet Manager shall staff the VURB and shall ensure that vehicle maintainer/maintenance issues are represented.
 - ii. The VURB shall, using data supplied by the Fleet Manager, be responsible for the following:
 - a. Reviewing vehicle utilization and allocations and make recommendations concerning vehicle assignments;

- b. Reviewing vehicle acquisition and replacement requests and making recommendations on such;
 - c. Developing and promulgating vehicle utilization rates and retirement schedules; and
 - d. Developing other vehicle management policies as requested.
4. Vehicle allocations shall be reviewed on an annual basis by the VURB in order to ensure that usage targets are being met and recommendations for any changes shall be made by the VURB and approved by the County Manager. Vehicle allocations shall take into account attributes of the vehicle in question, such as source of purchase funding, vehicle type, and equipment or outfitting. Reallocations of vehicles may be made by the County Manager at any time.
5. All vehicle replacement or new vehicle acquisition requests shall be routed to the VURB through the Fleet Manager. The VURB will review each request and make a recommendation to the Finance Division for inclusion in the annual Asset Renewal and Replacement Schedule. Based on the VURB's recommendation and budget considerations, Finance will recommend preliminary funding for approval by the County Manager. The vehicles on the Asset Renewal and Replacement Schedule will be submitted for approval to the Board with the annual fiscal year budget. Vehicle replacement or new vehicle acquisition requests shall be limited to occur only during the annual operating budget preparation unless related to new or expanded programming. Out-of-cycle vehicle acquisitions may be justified in cases of theft, accidents, or other, similar unexpected events.
6. The VURB shall create and promulgate a vehicle request form to accomplish the aims of this policy.

C. VEHICLE MANAGEMENT

1. Standard Vehicle Group

Vehicles shall be standardized and the number of individual makes and models available for purchase shall be limited to the extent possible to minimize operation and maintenance costs and ease the logistical burdens associated with fleet management. This mix of makes and models shall be known as the Standard Vehicle Group. The Fleet Manager shall determine, the VURB shall review, and the County Manager shall approve the Standard Vehicle Group. General guidance on the Standard Vehicle Group is found at Appendix A.

2. All vehicles purchased, whether new or replacement, in addition to the requirements of the Standard Vehicle Group, shall comply with the following standards:
 - i. All vehicles must be white.
 - ii. All vehicles must bear an identifying number and a standard County identification or logo.
 - iii. All vehicles procured for on-road passenger travel shall meet or exceed federal EPA "Window Sticker" fuel efficiency standards as set forth by the National Highway Transportation Safety Administration (NHTSA) for the most current model year

available at the time the vehicle is being purchased. These standards are shown in Table 1 below.

- iv. All vehicles will be two-wheel drive.
3. Any deviations from these standards or from the Standard Vehicle Group must be justified in writing and authorized by the VURB via the vehicle request form.
 4. Data Collection

To promote optimal fleet management, the Fleet Manager shall collect and maintain data for all County vehicles and provide this information to the VURB. The data collected shall include:

- i. Mission/organizational location of vehicle;
- ii. Miles of use per vehicle per year;
- iii. Gallons of fuel used per vehicle per year;
- iv. Average fuel economy (miles per gallon) in each year;
- v. Hours of use per vehicle;
- vi. Frequency of trips per vehicle per day and week;
- vii. Length, duration, and location of trips per vehicle;
- viii. Vehicle utilization rate; and
- ix. Vehicle engine idling time.

The data shall be collected through the use of Global Positioning System (GPS) units affixed to all County vehicles subject to this policy.

5. Idling Policy

Limiting the amount of time vehicle engines are allowed to idle can play an important role in improving air quality, reducing the consumption of petroleum products, and reducing maintenance costs. Drivers of any County vehicle/equipment shall not idle the vehicle's primary engine, either gasoline or diesel, for greater than 5.0 consecutive minutes at any location, except idling for longer than 5.0 consecutive minutes is acceptable in the following circumstances:

- i. Idling when the vehicle must remain motionless due to traffic conditions, traffic signal, or at the direction of a peace officer;
- ii. Idling when weather conditions affect the safe operation of the vehicle;
- iii. Idling when queuing;
- iv. Idling to verify that the vehicle is in safe operating condition;
- v. Idling for testing, servicing, repairing or diagnostic purposes;
- vi. Idling necessary to accomplish work for which the vehicle was designed (such as operating a crane);
- vii. Idling required to bring a separate, connected machine system to operating temperature; and

viii. Idling by authorized emergency vehicles while providing services.

6. All County vehicles must be operated in compliance with applicable law, the Santa Fe County Human Resources Handbook, applicable Collective Bargaining Agreement, and other applicable policies and procedures,
7. The Fleet Manager or VURB may promulgate additional vehicle operational policies and procedures as necessary to implement this policy.
8. Vehicle Replacement

Vehicles shall be retired from the County inventory according to the schedule developed by the VURB. These are guidelines and subject to budget constraints. The retirement of a vehicle does not automatically guarantee that it will be replaced. Retired vehicles are subject to the existing County surplus procedures.

SECTION III. PUBLIC SAFETY VEHICLES

- A. The Sheriff's Office and the Department of Public Safety shall develop and promulgate vehicle use policies that ensure the overall goals of this Fleet Management Policy are met, including the use of GPS technology for data collection as described in Section II.C.4.
- B. The Sheriff's Office and Department of Public Safety shall appoint Fleet Liaisons to coordinate with the Fleet Manager as appropriate.
- C. Vehicle retirement schedules shall be developed by the respective departments.

SECTION IV. OFFICE OF ASSESSOR, CLERK AND TREASURER

A. The Assessor's Office, the Clerk's Office, and the Treasurer's Office may develop and promulgate vehicle use policies that ensure the overall goals of this Fleet Management policy are met, including the use of GPS technology for data collection as described in Section II.C.4 and, if different from this policy, a vehicle retirement schedule. Upon approval by the Elected Official, any such policies shall be provided to the County Manager.

B. Each Elected Official named in this Section that promulgates a vehicle use policy shall appoint a Fleet Liaison to coordinate with the Fleet Manager. Implementation and applicability of any VURB recommendations regarding vehicles subject to this section shall be taken under consideration by each Elected Official who has promulgated a vehicle use policy. The County shall, if practicable, provide logistical support as requested by each Elected Official in implementation of that Official's vehicle use policies.

Table 1: 2011-2025 CAFE Standards For Each Model Year In Miles Per Gallon

Model Year	Passenger Cars				Light Trucks			
	"footprint": 41 sq ft or smaller (e.g. Ford Fiesta)		"footprint": 55 sq ft or bigger (e.g. Ford Taurus)		"footprint": 41 sq ft or smaller (e.g. Chevy S10)		"footprint": 75 sq ft or bigger (e.g. Ford F-150)	
	CAFE	EPA Window Sticker	CAFE	EPA Window Sticker	CAFE	EPA Window Sticker	CAFE	EPA Window Sticker
2012	36	27	28	21	30	23	22	17
2013	37	28	28.5	22	31	24	22.5	17
2014	38	28	29	22	32	24	23	18
2015	39	29	30	23	33	25	23.5	18
2016	41	31	31	24	34	26	24.5	19
2017	44	33	33	25	36	27	25	19
2018	45	34	34	26	37	28	25	19
2019	47	35	35	26	38	28	25	19
2020	49	36	36	27	39	29	25	19
2021	51	37	38	28	42	31	25	19
2022	53	38	40	30	44	33	26	20
2023	56	40	42	31	46	34	27	21
2024	58	41	44	33	48	36	28.5	22
2025	61	43	46	34	50	37	30	23

APPENDIX A: STANDARD VEHICLE GROUP GUIDELINES

VEHICLES

1. Sedans: Compact, as determined by the Fleet Manager in accordance with manufacturers' specifications.
2. Pickup Trucks:
 - i. Compact, Regular Cab, 2 Wheel Drive, Standard Bed
 - ii. Full-size, Regular Cab, 2 Wheel Drive, 8 Foot Bed
3. Minivans:
 - i. Cargo: Requires Safety Screen Between Seats and Cargo Area
 - ii. Passenger
4. Vans:
 - i. Cargo: Requires Safety Screen Between Seats and Cargo Area
 - ii. Passenger
5. Sport Utility Vehicle: Small

STANDARD EQUIPMENT

1. Air Bags: Driver and Passenger
2. Antilock Brakes, if available
3. Two Sets of Spare Keys
4. Tinted Windows
5. Right and Left Exterior Mirrors
6. Daytime Running Lights, if available
7. Rear Window Defroster, if applicable
8. Air Conditioning
9. Tinted Safety Glass
10. Bumpers: Rear Step for Pickup Trucks and Cargo Vans, All Others Standard
11. 12-Volt Power Outlet
12. Seats: Manufacturers Base Standard, Vinyl, Cloth, or combination vinyl/cloth
13. Radio: AM/FM
14. Engines: Gasoline – Sedans 4 Cylinder, Compact Pickups, Minivans and SUV's 6 Cylinder, Full-size Pickups and Vans 8 Cylinder
15. Transmissions: Standard Manufacturers Automatic
16. All Other Equipment to be per Manufacturer's Standard Specifications

OPTIONAL EQUIPMENT

1. Requires advance justification of need and approval of the VURB. Equipment not listed may be available based on justification of need. NOTE: Any optional equipment requested shall adhere to the policies set forth in Resolution 2007-101 regarding propriety of expenditures. The justification of need should specifically address how the optional equipment serves a public purpose and provides a public benefit as well as how it contributes to the Department or Office in carrying out its mission.

2. Sedans, Minivans, and SUVs:
 - a. Four-wheel Drive
3. Compact Pickup Trucks:
 - a. Extended Cab
 - b. Four-Wheel Drive
 - c. Long Bed
4. Full-size Pickup Trucks:
 - a. Extended Cab
 - b. Four Wheel Drive
 - c. Trailer Towing Package
 - d. ¾ Ton Suspension
 - e. 1 Ton Suspension
 - f. Diesel Engine
5. Other
 - a. Power Windows
 - b. Power Locks
 - c. Cruise Control
 - d. CD Player
 - e. Emergency Equipment
 - f. Other Optional Equipment



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Katherine Miller
County Manager

MEMORANDUM

DATE: *October 15, 2014*

TO: *Board of County Commissioners*

FROM: *Adam Leigland, Public Works Department Director* *10/15/14*

VIA: *Katherine Miller, County Manager*

ITEM AND ISSUE: *BCC Meeting October 28, 2014.*

Approval of Solid Waste Task Force Recommendations for Mandatory Data Collection and Solid Waste Service Contracting

SUMMARY:

Approval of these recommendations will pave the way for contracted solid waste service in high-density areas and mandate data collection and reporting for all private solid waste service providers in the County.

BACKGROUND:

On April 10, 2012, the Board of County Commissioners (BCC) adopted Resolution 2012-52 establishing a Solid Waste Task Force to address the following questions:

1. Is the permit and fee structure for the program adequate to meet its funding needs?
2. What opportunities exist for the program to be self-sufficient and less susceptible to unexpected cost increases?
3. Review and evaluate the existing solid waste program and make recommendations on how to improve services.

The Task Force met monthly between July 2012 and January 2013, and provided its initial findings and recommendations to the BCC at the Board's February 12, 2013, meeting. One of the recommendations adopted by the Board was to "proceed and fund the County-wide solid waste study." At that time, the City of Santa Fe and the Santa Fe Solid Waste Management Agency were already in the process of pursuing a solid waste study to meet their respective needs. Santa Fe County's solid waste study requirements were subsequently included in the City and Solid Waste Agency's larger initiative. In the spring of 2013, the firm Leidos Engineering was retained to perform the solid waste study for the three entities.

During the remainder of 2013, Leidos' consultants and County Public Works Department staff conducted the study and provided periodic updates on the progress of the study to the Board, including a formal presentation at the BCC's meeting on August 28, 2013, on the topic of contracting with the private sector to provide collection services.

Another recommendation approved at the February 12, 2013, meeting was to suspend the Solid Waste Task Force until the consultant report was completed. The draft Solid Waste Report was finalized in January 2014, and the Task Force was duly reconvened on January 29, 2014 to review this draft report. The Task Force met again on February 19, 2014, to finalize and approve its recommendations to the BCC. The final Solid Waste Report was placed on the County website and sent to commissioners the week of March 3, 2014, and subsequently presented to the BCC, along with the Task Force recommendations, at the March 25, 2014, meeting. Further, the Solid Waste Report was re-sent to the commissioners the week of July 7, 2014.

DISCUSSION:

Several key Task Force recommendations have already been approved by the Commission over the last several months, including modifications to the permit schedule and approval of a lease for a new convenience center in the north County.

The final major recommendations of the Task Force yet to be approved are listed below:

1. Require data reporting by all private solid waste haulers in the unincorporated County.
2. Contracting of residential solid waste haulers in higher densities areas of the Santa Fe metropolitan area.

The full list of recommendations is attached. The recommendations for which approval is being sought today are 3.1, 3.2, and 4.1 on the list, highlighted in yellow.

If the recommendations are approved, next steps are to preparing any enabling documentation, such as list of service parameters and boilerplate contract.

ACTION REQUESTED:

Approval of subject recommendations



Attachment 1: Summary of Key Recommendations Solid Waste Task Force

Section 1: Cost of Service and Funding Options			
Number	Recommendation	Benefit/Purpose	Status
1.1	Establish new 6- and 12-trip permits. Eliminate expiration of permits. Phase out 24-trip permits. Link to calendar year.	Allows citizens to purchase a permit appropriately-sized for their disposal needs. Eliminating expiration of permits allows citizens to utilize all of their trips.	Approved; in process
1.2	Eliminate the senior permit	Discount should be income-based only – not age-based. Many seniors are in good shape, financially.	Approved; in process
1.3	Eliminate the \$.03 per pound rate	The elimination of this rate will not in any manner adversely impact the refuse services provided by the County. No one uses this rate.	Approved; in process
1.4	Eliminate the separate commercial permits	Commercial permits are minimally used. Commercial users can use the same permit as residential.	Approved; in process
1.5	Educate citizens about the County's CCC program	It is important for the long-term success of the County's rural CCC system to be viewed by County citizens as a valuable service, and one that must be paid for in an equitable manner.	Ongoing
1.6	Monitor monthly the purchase and utilization of permits, by type	This will allow the County to track its revenue and better understand the types of permits being purchased by its citizens.	Ongoing
1.7	Gradually increase permit fees to achieve 30% recovery of costs within 5 years. New permit fees to begin in CY15.	Implementation of the new rates will generate an additional \$450,000 in permit revenue by CY 2019 and more equitably distribute the costs of the CCC system among users and non-users.	Approved; in process

Section 2: Operations of County CCCs

Number	Recommendation	Location	Benefit/Est. Savings	Priority Level	Status
2.1	Develop and implement operational metrics to measure efficiency.	All CCCs	Improved operation	High	Ongoing
2.2	Improve customer accessibility to drop-off areas.	All CCCs	Improved operation, improved site safety	High	Ongoing
2.3	Optimize payloads to meet or exceed industry standard.	All CCCs	Increased efficiency	High	Ongoing
2.4	Consider reducing days or hours of operation.	San Marcos	Save \$10,000 - \$30,000	High	Subject to approval
2.5	Consider reducing days or hours of operation.	Stanley	Save \$10,000 - \$30,000	High	Subject to approval
2.6	Relocate current center to new site.	Jacona	Increased capacity and improved operation	High	Ongoing
2.7	Improve CCC signage.	All CCCs	Improved operation, less contamination	Medium	Ongoing
2.8	Consider closure of center after opening of new Jacona center.	Nambe	Save \$46,598	Medium	Subject to approval
2.9	Consider closure of center after opening of new Jacona center.	Tesuque	Save \$65,616	Medium	Subject to approval
2.10	Paint all containers. Refuse – one color Recycling – one color	All CCCs	Improved perception, less contamination	Medium	Ongoing

Section 3: Wasteshed Analysis (County Service Levels and Material Flow)

Number	Recommendation	Benefit/Purpose	Status
3.1	Contracting of residential solid waste haulers in higher densities areas of the Santa Fe metropolitan area.	Private haulers would be awarded an exclusive right to serve within a designated area. Citizen participation would be voluntary (i.e. they could still use the convenience centers if they so choose.) Provides for the provision of recycling services. May reduce rates due to greater volume of accounts. Consider commercial contracting at a later date.	Subject to approval
3.2	Amend solid waste ordinance to require data reporting by all solid waste haulers in the unincorporated County.	Will allow the County to better track and manage refuse and recycling activities throughout the County.	Subject to approval
3.3	Amend solid waste ordinance to include more mandatory recycling categories	Increase recycling	Approved; in process
3.4	Develop a comprehensive data management system.	Such a system could be based on a comprehensive, web-based system, that would allow all three entities to seamlessly access and monitor information on the generation, flow, and disposal of refuse and recyclables in Santa Fe County.	Subject to approval

Section 4: Solid Waste Management System

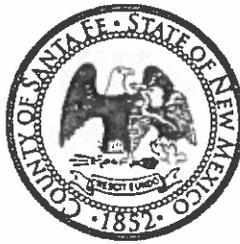
Number	Recommendation	Benefit/Purpose	Status
4.1	If the implementation of a solid waste management system (i.e. contract) is approved by the BCC, the County should immediately move forward with planning the development of such a system.	<ul style="list-style-type: none"> • Elimination of multiple vendors serving the same area (i.e. reduced wear and tear on County roads, reduced air emissions) • Provision of curbside recycling, Increased diversion rate • Increase pricing competition 	Subject to approval



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Katherine Miller
County Manager

MEMORANDUM

To: Board of County Commissioners

Via: Katherine Miller, County Manager
Bernadette Salazar, Human Resources Director. *BS*

Date: October 20, 2014

Re: Request approval of the Collective Bargaining Agreement between the County of Santa Fe and the American Federation of State, County and Municipal Employees (AFSCME), Council 18 (referring to the bargaining unit as local #1413)

BACKGROUND AND SUMMARY

The Santa Fe County Management Team and the AFSCME Council 18 (referring to its bargaining unit as Local 1413) have been negotiating the collective bargaining agreement beginning in July 2014. This is the first contract for this bargaining unit. The parties have worked many hours to come to a mutual agreement in the best interest of the County and our employees. The parties have mutually agreed upon the entire contract on October 15, 2014. Please note that at the request of AFSCME, the contract refers to the bargaining unit as AFSCME Council 18, Local #1413, however the Certification of Representation only refers to AFSCME Council 18. AFSCME will be taking the mutually agreed upon contract to their membership for ratification the week of October 20, 2014. Although this is the first contract for this particular unit, the language is comparable to other collective bargaining agreement language and Human Resources policies. A few of the highlighted items agreed upon are listed below:

- Employees are encouraged to report improper activities without fear of retaliation
- The labor/management committee meetings allows for the opportunity for the union and management to discuss labor issues
- Employees who have gone through a critical incident at work will be provided support and counseling
- Employees will receive an extra uniform (currently they receive 3 and they will now receive 4)
- Licensed Therapists will receive \$100 to maintain their licenses
- Detention Officers, Corporals, Sergeants, Life Skills Workers I and II, and YDP Assistant Shift Supervisors will receive salary increases pursuant to the attached pay scale. This pay scale will assist in the County's recruitment and retention efforts and helps the County remain competitive in these positions that are difficult to fill

- Remaining employees earning less than \$40,000 annually will receive a 3% salary adjustment the first year and 1% each year thereafter, and employees earning more than \$40,000 annually will receive a 1% salary adjustment the first year and each year thereafter
- The term is until June 30, 2018 with one (1) non-economic re-opener

ACTION REQUESTED

The action requested is approval of the Collective Bargaining Agreement between the County of Santa Fe and the American Federation of State, County and Municipal Employees (AFSCME), Council 18 (referring to the bargaining unit as local #1413)

Thank you for your consideration.

Attachment:

The Collective Bargaining Agreement between the County of Santa Fe and the American Federation of State, County and Municipal Employees (AFSCME), Council 18 (referring to the bargaining unit as local #1413) effective October 28, 2014 through June 30, 2018)

Thank you for your consideration.

AGREEMENT BETWEEN THE COUNTY OF SANTA FE
AND THE AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME),
COUNCIL 18 (REFERRING TO THE BARGAINING UNIT
AS LOCAL 1413)

October 28, 2014-June 30, 2018

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
Article 1	Authority and Recognition	3
Article 2	Non-Discrimination, Fair Treatment and Equal Employment Opportunity	3
Article 3	Bargaining Unit Definition and Information	4
Article 4	Union and Management Rights	4
Article 5	Seniority	6
Article 6	Filling of Vacancies	7
Article 7	Layoff, Furlough and Recall	7
Article 8	Due Deduction	9
Article 9	Work Schedules, Pay Periods and Staffing	9
Article 10	Employee Training	11
Article 11	Labor /Management Committee Meetings	12
Article 12	Printing Agreement and Distribution	12
Article 13	Employee Assistance Program	13
Article 14	Corrective Disciplinary Actions	13
Article 15	Grievance Procedures	17
Article 16	Arbitration	20
Article 17	Leave of Absence	21
Article 18	Health and Safety	23
Article 19	Internal Investigations	24
Article 20	Uniforms	24
Article 21	Drug and Alcohol Testing	24
Article 22	Special Licenses	28
Article 23	Overtime	28
Article 24	Shift Differential	29
Article 25	Wages	29
Article 26	Holidays	29
Article 27	Insurance	30
Article 28	Complete Agreement	30
Article 29	Severability	31
Article 30	Term of Agreement	31
Appendix 1	Wage Scales	32
Approvals		33

ARTICLE 1. AUTHORITY AND RECOGNITION

Section 1. General

- A. The parties to this Agreement are Santa Fe County ("County") and the American Federation of State, County, and Municipal Employees, Local 1413. The County recognizes the Union as the exclusive representative of all employees in the bargaining unit pursuant to the provisions of the Public Employees Bargaining Act and which consists of all non-probationary Corrections Department employees in the positions of Detention Officer, Corporal, Sergeant, Teacher, Therapist, Case Manager, Booking Clerk, Senior Case Manager/Electronic Monitoring, Case Manager/Electronic Monitoring, Life Skills Worker I, Life Skills Worker II, and YDP Assistant Shift Supervisor, and excludes supervisory, managerial, and confidential employees and all other employees not listed herein.
- B. The Union acknowledges the mission, goals and obligations of the County of Santa Fe as a provider of services to the citizens of the County of Santa Fe. Both the Union and the County believe that employees are important to accomplishing goals set forth by the Santa Fe County governing body.

Section 2. Employee Human Resource Policies

- A. The County and the Union agree that all issues not specifically addressed in this Agreement shall be governed by the Santa Fe County Human Resources Handbook ("HR Handbook") in effect at the time of the events which give rise to an issue. In the event of an irreconcilable conflict between any provision of this Agreement and the HR Handbook, the Agreement shall control with respect to bargaining unit members.

ARTICLE 2. NON- DISCRIMINATION, FAIR TREATMENT AND EQUAL EMPLOYMENT OPPORTUNITY

Section 1. Compliance with Laws

Both the County and the Union agree to comply with all applicable County, State and Federal laws.

Section 2. Non-Discrimination

It is the policy of Santa Fe County to ensure equal employment opportunity to all persons regardless of race, color, age, physical or mental handicap, sex, national origin, ancestry, religion, serious medical condition, sexual orientation, gender identity, political affiliation, or spousal affiliation and union activity. In addition, the County endeavors to comply with state and federal law pertaining to equal opportunity. Through the procurement process, the County also endeavors to encourage those who do business with the County to practice equal employment opportunity.

Section 3. Reporting Improper Activities

The Employer and the Union encourage employees to report waste, fraud, abuse of authority, violation of laws, or other improper government activity in good faith without fear of retaliation. The employer shall ensure that all employees are aware of their rights under the New Mexico Whistleblower Protection Act.

ARTICLE 3. BARGAINING UNIT DEFINITION AND INFORMATION

- A. The parties to this Agreement are Santa Fe County ("County") and the American Federation of State, County, and Municipal Employees, Local 1413. The County recognizes the Union as the exclusive representative of all employees in the bargaining unit which consists of all regular, non-probationary, non-temporary employees of Santa Fe County Corrections Department in the positions of Detention Officer, Corporal, Sergeant, Booking Clerk, Teacher, Therapist, Case Manager, Senior Case Manager/Electronic Monitoring, Case Manager/Electronic Monitoring, Life Skills Worker I, Life Skills Worker II and YDP Assistant Shift Supervisor and excludes supervisory, managerial, and confidential employees and all other employees.
- B. The County will provide the Union with a listing of bargaining unit employees annually to include the employee's name, classification, hourly rate, and date of hire.

Section 2. Accretion

- A. When the County creates a new Corrections job classification or position or makes changes to a current union classification or position, HR shall notify the Union in writing within seven (7) working days. The notification shall contain details of job duties of the new position and the County's preliminary determination as to whether it is to be included in the bargaining unit.
- B. The Union shall notify the County within seven (7) working days of receipt of notification pursuant to subsection A above if it wishes to discuss the information contained in the notification. If both parties agree that the new classification shall be placed in the bargaining unit, recognition shall be effective the first full pay period following execution of agreement. The accretion process shall be in compliance with PEBA.

Section 3. Contracting Out

- A. The County will not contract out for services currently performed by bargaining unit employees unless it can be demonstrated that the work to be contracted for cannot be accomplished within a timeframe acceptable to the County by the expertise, capacity, and/or capability of existing bargaining unit employees, or it is fiscally responsible to do so.
- B. If the County intends to contract out for services currently performed by bargaining unit employees, the County will provide the Union with at least ten (10) workdays notice prior to contracting out. The Union may, within five (5) workdays of receipt of the notice, provide written alternatives to contracting out along with information to support such alternatives.

ARTICLE 4. UNION AND MANAGEMENT RIGHTS

Section 1. Non-Interference

- A. The parties acknowledge that each is free to conduct its affairs and business in the manner which each respectively believes to be in its own best interest subject to the provisions of this Agreement and without interfering with the operation of the County. In exercising those rights the following provisions shall apply:

1. The Union shall not use the County's interoffice mail services, mailboxes, or e-mail and shall not use County time, equipment, property, or materials for Union Business.
2. The County shall make available to the Union upon its request any public information in accordance with applicable law.

Section 2. Management Rights

The County retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of New Mexico and the United States, the Public Employee Bargaining Act, and local Ordinances. The Union recognizes that except as specifically limited, abridged, or relinquished by the terms and provisions of this Agreement, all rights to manage, direct, or supervise the operations of the County and employees are vested solely in the County. The County shall also have the management rights outlined below:

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

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

Section 3. Union Rights

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

- C. The parties agree that the Union has the right to represent employees during the formal disciplinary process and at meetings the employees reasonably believes could result in disciplinary action so long as that representation does not interfere with the operations of the County.
- D. Space designated by the County for closed and locked bulletin boards, to be furnished by the Union, where the Union may post announcements will be made available upon approval by the HR Director or designee . Union representatives shall post any and all Union announcements on the bulletin board.
- E. Union representatives may schedule meetings with management as mutually agreed, to discuss matters pertaining to this Agreement. Such meetings shall occur on non-work time of any bargaining unit employees involved.
- F. If the Employer requests that a Union employee participate in a meeting, the union employee is not required to take personal leave or leave without pay. The employer shall make every effort to schedule such meetings during the normal functions of the County and at a time which will not interfere or jeopardize the service or safety of the residents/visitors of Santa Fe County.
- G. Union officials may rent County community/senior centers consistent with County policies and procedures.
- H. Due to the safety and security of the facility, all incoming mail may be opened. Bargaining unit employees should have no expectation of privacy with regard to mail into or out of the facility.

ARTICLE 5. SENIORITY

- A. Department Seniority - shall be defined as the total length of uninterrupted employment with the Corrections facility. An employee shall not attain Department seniority until completion of the required probationary period, at which time Department seniority shall relate back to the commencement of the most recent period of continuous employment with the Department of Corrections.
- B. Classification Seniority - is defined as the period of most recent continuous service in the employee's job classification.
- C. Seniority – Procedures
 - 1. Upgrades and Downgrades in Position
 - a) When an employee is upgraded into another job classification, the employee's seniority will begin on the date the employee is upgraded or promoted. Time served in a lower job classification shall not be considered when calculating seniority in a higher job classification.
 - b) When an employee is downgraded into another job classification, the employee's seniority will include all time in the higher job classification. Time served in a higher job classification shall be considered when calculating seniority in a lower job classification.

D. Ties in Seniority

1. Ties in Department Seniority shall first be broken by total length of service with the County (date of hire) then by lot.
2. Ties in Classification Seniority shall first be broken by Department Seniority, then by lot.

E. An employee shall forfeit seniority rights only for the following reasons:

1. The employee resigned.
2. The employee is dismissed and is not reinstated.
3. The employee is absent without leave for a period of three (3) consecutive scheduled working days or more. Exceptions to this may be made by the County on the grounds of good cause for failure to report.
4. The employee fails to report after layoff within the requisite time set forth in the notice of recall. Exceptions to this may be made by the County on the grounds of good cause for failure to notify or report.

F. When an employee is suspended and later reinstated, he/she shall not lose any seniority credit for any period of actual service. If however, he/she has been separated from service by resignation or discharge for cause and is again employed he/she shall not receive any seniority credit for service rendered prior to this separation from service unless reinstated after an appeal of the disciplinary action.

G. The County shall establish and maintain two seniority lists, one by Department Seniority and one by Classification Seniority.

1. Both seniority lists shall be updated prior to the shift bid process and posted in the Department.
2. Copies shall concurrently be forwarded to the Union.
3. Any objections to the seniority lists as posted shall be reported to the HR Director within ten (10) calendar days of the posting. Thereafter the list shall be deemed correct and an employee shall not be permitted to question the lists as posted.

ARTICLE 6. FILLING OF VACANCIES

The County has the right and obligation to determine the method, means, and personnel for the filling of bargaining unit positions declared vacant by the County. A vacancy is a position the County decides to fill.

ARTICLE 7. LAYOFF, FURLOUGH, AND RECALL

Section 1. Furlough

In the event the County is in need of a furlough, the County Manager shall submit a plan to the Board of County Commissioners that identifies County positions to be affected by the furlough. At least thirty calendar days prior to submitting a plan to the Board of County Commissioners, the County shall provide a draft plan which identifies bargaining unit positions addressed by the plan, to the Union.

The County Manager may order a furlough without submitting a plan to the Board and the Union only if a financial emergency exists and there is insufficient time for the Board of County Commissioners to consider a plan. During the thirty days prior to submission of the plan to the Board of County Commissioners, the Union shall have the opportunity to provide the HR Director with cost-cutting measures, identified in writing, within the bargaining unit for consideration prior to the submittal of the plan to the Board of County Commissioners or implementation of any furlough in non-emergency situations. A furlough is the temporary placement of an employee in a reduced work hour schedule, which can either be partial or full-time, for lack of work or funds. No furlough may exceed twelve (12) months in duration. A furloughed employee shall be given at least fourteen (14) calendar day's written notice of furlough, unless the time limit is waived by the County Manager. Employees shall be returned from furlough when the reasons for the furlough cease to exist. Wherever possible, all affected employees shall be returned at the same time, to the same extent. The grievance or appeal process is not available regarding a furlough.

Section 2. Layoff

The County may lay off an employee only to eliminate positions, as a result of a shortage of work or funds, or for other reasons unrelated to the performance of an employee. The County Manager may identify County positions for purposes of a layoff and shall submit a written layoff plan to the Board of County Commissioners. Such positions may be identified on the basis of geographic area, function, funding source, or other factors. At least thirty calendar days prior to submitting a lay off plan to the Board of County Commissioners, the County shall provide the Union a draft lay off plan which identifies bargaining unit positions addressed by the plan. The Union shall have the opportunity to provide the HR Director with cost-cutting measures or other solutions, in writing, within the bargaining unit for consideration prior to the submittal of the plan to the Board of County Commissioners or implementation of any layoff. Upon approval by the Board of County Commissioners of a layoff plan, the HR Director shall initiate the right of first refusal among the affected County positions. Employees shall be laid off in order of seniority within job titles.

Section 3. Return to Work from a Layoff

Employees at the time of separation by a layoff shall have reemployment rights for twelve months after the date served with notice of the layoff, under the following provisions: Employees shall be returned to work in reverse order of seniority within job titles to any position to be filled for which the employee is qualified. The position must contain the same or lower midpoint salary range as that held at the time of the employee's separation; offers of reemployment shall be made in writing. An employee who is offered and accepts reemployment after layoff shall occupy the position within fourteen (14) calendar days of accepting the offer of reemployment, or forfeit the right to reemployment; and an employee who refuses an offer of reemployment or fails to respond to an offer of reemployment within fourteen (14) calendar days shall not be eligible to receive subsequent offers of reemployment, although the employee will be eligible to apply for any position for which the employee is eligible. Employees returned to work shall have that period of time they were laid off counted as time served in the employment of the County, and shall not be required to serve a new probationary period.

ARTICLE 8. DUES DEDUCTION

Section 1. Union Dues

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

Section 2. Terminated Dues

- A. Dues deductions may be terminated following written notification from the employee to the Human Resources Office and the Union during the first full pay period of January or the first full pay period of July. In the event of a documented hardship, employees may stop dues deductions at any time.
- B. If in the event a reimbursement is owed to an employee by the Union due to a transfer out of the bargaining unit, the employee shall request in writing to the Union Secretary, Treasurer or President at the earliest possible opportunity.
- C. If an employee has insufficient earnings for the pay period or is on non-pay status, no payroll deductions will be made for that employee for that pay period.
- D. The Union will indemnify, pay for the defense of, and hold the County harmless of any claims made and against the County for compliance with issues pertaining to Union dues. The Union agrees to refund any amount paid to it in error on account of the payroll deductions provisions as determined by the County.

ARTICLE 9. WORK SCHEDULES, PAY PERIODS AND STAFFING

- A. The County has the right of assignment of employees and determination of the employees' work schedules. Any long-term change to an employee's work schedule will be provided to the employee in writing at least one (1) week prior to the effective date of the change.
- B. The workweek for bargaining unit employees will begin on Saturday at 12:01 AM and end seven consecutive 24-hour periods later.
- C. The pay period for bargaining unit employees shall be two (2) consecutive workweeks.

- D. Bargaining Unit employees in the positions of Detention Officer, Corporal and Sergeant shall be classified as partial 7k exempt employees under a fourteen (14) day work period in accordance with the Fair Labor Standards Act.
- E. All bargaining unit employees on 8, 10, or 12-hour shifts will be paid for their meal breaks if they are required to remain at the facility or on-call during this time. 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. With supervisory approval, the bargaining unit employee may be allowed to defer his/her period missed to a later time during the same work shift.
- F. Each bargaining unit employee working a regular shift of twelve (12) hours or more will receive two (2) fifteen (15) minute breaks, those working eight (8) hour shifts will receive only one (1) fifteen (15) minute break if the work load and schedule permits. Breaks cannot be combined, combined with lunch or taken at the beginning or end of the shift.
- G. The Adult Detention Facility shall conduct semi-annual shift bids.
- 1) There shall be an open bid for bargaining unit positions of Detention Officer, Corporal, Booking Clerk, Sergeant, Life Skill Worker I, II, and YDP Assistant Shift Supervisor and will include classifications being appropriately scheduled to each shift to ensure adequate experience on each shift. However, in the event of open bid system does not provide for an appropriate allotment of trained employees then the Director may incorporate a bid system that provides an appropriate allotment of employees per shift.
 - 2) There may be exceptions to the bid positions due to a legitimate and temporary hardship or other factors, and as such, these positions may become non-biddable.
 - 3) The bidding shall be based on the classification seniority date.
 - 4) The bidding shall pertain to shift days off only and shall not include posts or other assignments.
 - 5) The bidding process may be amended upon mutual consent of the Director and the Union President.
 - 6) Once a bargaining unit employee's shift is determined via the shift bid process, the employee may submit a post preference form to the facility personnel responsible for roster management. Preferences for post assignment will be considered by the Warden. Post assignments are not permanent assignments and may be altered based on facility needs at any time.
- H. Within ninety days of the hiring of the Warden, the Union, Director of Public Safety, Warden and Human Resources staff will meet to discuss duties that require special qualifications, training, and experience and how these duties relate to shift bid processes.

ARTICLE 10. EMPLOYEE TRAINING

Section 1. General Training

Employees will be required to attend training deemed necessary by their supervisor. Supervisors may also approve additional training pertinent to assisting the employee with his or her duties or for further knowledge of work related duties. When the County invests in training and/or travel, the County expects to benefit from the investment. With this, Santa Fe County employees who receive funding for travel and/or training in the amount of \$1,500.00 or more per occasion will be required to reimburse the County through a deduction from the employee's final paycheck should the employee voluntarily terminate their employment with Santa Fe County within twelve (12) months according to the schedule set forth by the County. The items for which reimbursement will be required include, but are not limited to registration fees, transportation, lodging and meals. Employees who desire to utilize funding for travel and/or training of \$1,500.00 or more shall prior to commencement of training and/or travel execute a written agreement authorizing deduction of the travel and/or training funds from their final pay check in the event they voluntarily terminate their employment within twelve months of completion of the training.

Section 2. Tuition Assistance

Tuition assistance is financial assistance for eligible employees of the County to take college credit-granting courses pursuant to the rules set forth herein. While tuition assistance is expected to enhance employees' performance and professional abilities, the County makes no representation herein that gaining additional education will entitle the employee to advancement, a different job assignment, or a pay increase. Tuition assistance shall be paid to the employee on a reimbursement basis. Such reimbursement will be taxed as a taxable fringe benefit pursuant to the Internal Revenue Code and applicable regulations.

Section 3. Eligibility

All bargaining unit employees who have maintained satisfactory job performance may receive tuition assistance up to \$2,500.00 per fiscal year to pursue formal education, through college credit-granting courses, provided the courses are directly applicable to the employee's work at the County and subject to the availability of funds. The Human Resources Office will determine the maximum amount available to employees per fiscal year based on budget and projected requests. Education that is required for the employee to perform his or her job tasks is not covered by this Section.

Section 4. Reimbursements

Reimbursement is limited to tuition and associated fees. Reimbursement will not be made for books, travel, meals or any other expenses related to the education. The County has the sole discretion to approve or deny or partially approve or deny requests for tuition assistance. If an employee submits an application to attend a course that Santa Fe County determines is offered at another institution at a less expensive rate, the County may approve tuition assistance at the lesser rate. To be eligible for tuition assistance, the employee must first submit an application to the employee's immediate supervisor, the Division Director, and the Department Director prior to the start date of the class or classes for consideration of approval. If the application has been approved by the immediate supervisor, Division Director, and Department Director, the employee shall submit the application to the Human Resources Division for approval. Reimbursement will be made upon successful completion of the class, so long as a grade of "C" or equivalent is obtained in the course for which reimbursement is sought. 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 shall be paid by the employee.

Section 5. Changes that Affect Tuition Requests

If an employee changes the class (es) or withdraws from the class (es) after applying for tuition assistance, the employee shall immediately notify the Human Resources Division. If an employee separates from employment with Santa Fe County prior to completing the class (es), the County shall not reimburse the employee for tuition of the class (es). If an employee transfers from one department, division, or office to another while attending the class (es), the Human Resources Director may decide not to reimburse the employee for tuition if the classes (es) are not relevant to the employee's new position. If an employee voluntarily terminates employment within one (1) year of receiving reimbursement pursuant to this section, the employee shall be required to reimburse the County for the total amount of educational assistance received.

Section 6. Educational Leave

Educational leave will be handled in accordance with relevant provisions of the Santa Fe County Human Resources Handbook.

ARTICLE 11. LABOR MANAGEMENT COMMITTEE/MEETINGS

- A. The parties shall maintain a Labor Management Committee (LMC) which shall be a standing committee for the duration of this Agreement.
- B. The LMC shall meet at least quarterly at mutually agreed upon time and place.
- C. The Union President, or designee and the Human Resources Director, or designee shall be members of the LMC and shall each appoint three (3) additional members of the Committee.
- D. The LMC shall be free to address any topic of mutual interest or concern which affects working conditions of bargaining unit employees or furthers good labor management relations. It is understood and agreed that while the parties shall not be restricted in the topics to be addressed, with respect to clarification of intent of the terms of this Agreement other than set forth herein, neither the discussions nor the outcome thereof shall be considered or treated as constituting a binding agreement between the parties unless reduced to writing, specifically identified in the body thereof as constituting a Memorandum of Understanding as set forth in Agreement.
- E. The LMC is not empowered to negotiate any revisions or amendments to this Agreement.

ARTICLE 12. PRINTING AGREEMENT AND DISTRIBUTION

- A. Each party to this Agreement shall print sufficient copies for its own use.
- B. The Union shall ensure all bargaining unit employees receive a copy of this Agreement upon its initial distribution.

ARTICLE 13. EMPLOYEE ASSISTANCE PROGRAM

Any employee of Santa Fe County may contact the Employee Assistance Program (EAP) to receive counseling for various reasons including but not limited to marriage problems, parenting skills, addictions, drug and alcohol problems, relationship issues and depression. The service is confidential, unless the employee is referred by a supervisor, in which case the supervisor will be informed only whether or not the employee has participated in and completed the mandated counseling. It is the employee's responsibility to seek assistance from the EAP prior to reaching a point where his or her judgment, performance, or behavior has led to possible disciplinary action. The availability of EAP is conditioned on sufficient County budget to cover the expense of EAP.

ARTICLE 14. CORRECTIVE DISCIPLINARY ACTIONS

Section 1. Just Cause Discipline

Bargaining unit employees may only be disciplined for just cause. Nothing in this Agreement shall prevent the employer from disciplining bargaining unit employees. Within ten (10) business days of the discovery of the facts upon which the discipline is based, the employee shall be presented with the proposed corrective/disciplinary action or notified that an investigation is in progress. The employer shall serve notice of the proposed corrective/disciplinary action within ten business days of the completion of the investigation.

Section 2. Confidentiality and Representation

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

Employees who do not wish Union representation during the disciplinary process shall acknowledge such in writing to the Employer.

Section 3. Disciplinary Action

A. The County subscribes to the concept of progressive discipline and it shall be practiced as a corrective measure whenever possible. However, there are instances when a disciplinary action, including dismissal, is appropriate without first having imposed a less severe form of discipline first. The conduct at issue in a prior discipline need not be similar to the conduct involved in a subsequent discipline to serve as the basis for progressive discipline.

B. Delivery of Correspondence

For the purpose of the disciplinary process, the County will make an effort to hand-deliver any documentation, or correspondence related to the disciplinary process including but not limited to disciplinary action forms, memos, documents and correspondence and will be considered served immediately upon delivery. In cases where hand delivery is not practical, such materials will be delivered by mail or email. If delivered by mail, it shall be considered served three (3) days after mailing, if by certified mail, will be considered served on first date of attempted delivery by the U.S. Postal Service or upon receipt by email. For the purpose of this Section, days mean workdays to include Monday through Friday and not to include holidays or time when the County Administrative Offices are closed.

C. Forms of Disciplinary Action

1. Oral Warning/Reprimand

An oral warning reprimand is used to allow supervisors and employees the opportunity to discuss and correct minor infractions of performance, conduct or behavior.

Employees shall be notified that further instances may require more progressive discipline. An oral warning/reprimand shall not be placed in the employee's official Human Resources file.

2. Written Reprimand

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

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

3. Suspension without Pay

An employee may be suspended without pay for a single serious offense or for continued inadequate job performance or misconduct after previous attempt (s) to correct the conduct have failed. The following specific rules apply to suspensions without pay:

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

4. Demotions

- a) A demotion is a reassignment from a higher classification to a lower classification with a reduction of at least 5% of pay, but no more than the minimum of a new range.

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

5. Dismissals

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

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

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

1. The Elected Official/Department Director or designee will present the proposed disciplinary action to the employee.
2. The employee will be asked to acknowledge having received the recommended disciplinary action by signing the Disciplinary Action Report. If the employee refused to sign, a witness will attest in writing that the Disciplinary Action Report was presented to the employee for signature. The witness's signature or employee's signature indicates that the employee receive the Disciplinary Action Report, but does not necessarily indicate concurrence with its content. The employee will be given a copy of the disciplinary action report along with any accompanying documentation.
3. Where the recommended disciplinary action is a suspension without pay, demotion, or dismissal, the employee will be informed in writing of the pre-disciplinary hearing date upon being served with the recommended disciplinary action.

E. Administration Leave Pending Outcome of the Investigation.

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

Section 4. Pre-Disciplinary Hearing and Appeal Procedures

A. Applicability.

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

1. Pre-disciplinary Hearing Process.

2. For the purposes of this section, working days mean 12:00 a.m. through 11:59 p.m., Monday through Friday.

- a) The Human Resources Director or designee and Elected Official/Department Director or designee shall meet with the employee and the employee's representative, if any, at the appointed time, date, and location. At the pre-disciplinary hearing the employee shall have the opportunity to respond to the recommended disciplinary action. The County Attorney or designee may also be present. Pre-disciplinary hearings may be recorded and are not evidentiary hearings.
- b) The Human Resources Director or designee will issue a decision in writing within five (5) working days of the pre-disciplinary hearing. This decision is final. The Human Resources Director's decision shall include the employee's right to appeal his/her decision, to the County Manager, as per this section. The written decision shall be either delivered directly to the employee (obtaining employee's signature of receipt of the decision) be sent to the employee by certified mail, return receipt requested, mail, or by email. Failure to issue a decision by the deadline shall afford the employee six (6) days from the date of the pre-disciplinary hearing to appeal the supervisor's recommended discipline to the County Manager. Failure to timely appeal shall result in the execution of the recommended discipline without the right to appeal.

B. Appeals to County Manager

1. Within five (5) days of a hand delivered notification or ten (10) days of a mailing of the Human Resources Director's decision, the employee or previous employee may appeal the decision of the Human Resources Director, to the County Manager, by delivering a notice of appeal to the Human Resources Director; the notice of appeal will then be forwarded by the Human Resources Director to the County Manager.
2. The County Manager or designee will render a written decision, based upon a review of all documentation, within twenty (20) working days of receipt of the employee's appeal request; provided, however, that the County Manager or his or her designee may, but is not required to, schedule a meeting to include the employee, the Union representative or licensed attorney, the supervisor who recommended the disciplinary action or designee, the HR Director or designee, and any other person the County Manager or designee deems appropriate before rendering a decision. The County Manager's or designee's decision will be delivered directly to the employee (obtaining employee's signature of receipt of the decision), be sent to the employee or Union representative by certified mail, return receipt requested or by email and mail. The County Manager's decision shall include the employee's right to appeal his/her decision, to a third party arbitrator.

C. Appeals to Third-Party Arbitrator.

1. Notice of Appeal

Within five (5) working days of their receipt of the County Manager's or designee's written decision, the employee or previous employee may appeal the County Manager's decision to a third- party arbitrator by delivering a written notice of appeal to the Human Resources

Director. The notice of appeal will then be forwarded by the Human Resources Director to the County Manager.

2. Appeal Procedures.

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

ARTICLE 15. GRIEVANCE PROCEDURES

A. Purpose

The purpose of these grievance procedures is to secure, at the lowest possible administrative level, the resolution and remedying of alleged violations of this Agreement but does not include issues pertaining to disciplinary proceedings. There shall be no other forum or procedures for remedying violations of this Agreement other than the grievance procedures contained in this article.

B. Definitions

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

C. General Procedures

1. The time limits specified at each step of these are maximums, and the parties agree to try and expedite the process when possible.
2. If the grievant fails to comply with any time limit applicable to grievant, the grievance shall be considered abandoned.
3. The time limits set forth herein may be extended by mutual written agreement of the parties.
4. A grievance is initiated whenever a written "Notice of Grievance" is delivered to the person to whom it must be delivered under these procedures. A grievant must initiate a grievance within ten (10) days of the date upon which the grievant knew, or reasonably should have known, of the facts upon which the grievance is based.
5. A Notice of Grievance filed by an employee or the union must be signed by the grievant and/or their Union representative, and contain, at a minimum, the following:

- i. the name(s) of the bargaining unit employee(s) affected by the alleged violation of this Agreement;

- ii. the name, address and telephone number of the Union representative, if any, representing the bargaining unit employee(s);
- iii. what provision(s) of this Agreement are alleged to have been violated;
- iv. the alleged facts constituting the alleged violation;
- v. the date of the alleged incident;
- vi. the names of individuals with information relevant to the grievance to include what information each individual possesses; and
- vi. the relief sought.

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

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

their, receipt of the notice of appeal, whichever is later, render a written decision resolving the grievance.

5. The grievant may appeal the County Manager's or designee's decision to an arbitrator by serving a notice of appeal on the County Manager, with a copy to the Human Resources Director, within five days of their receipt of the County Manager's or designee's written decision. Such arbitration shall be in accordance with Article 16 of this Agreement.

E. Steps for Grievances by the County

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

F. Miscellaneous

1. No reprisal or retaliation by any party shall be taken against any person who participates or is a witness in a grievance proceeding.
2. A grievant may be accompanied or represented by the Union and at any hearing or meeting conducted under these grievance procedures at their own cost.
3. A bargaining unit employee, acting individually, may present a grievance without intervention of the union, provided the grievance must be processed in accordance with this Agreement. An adjustment made shall not be inconsistent with or in violation of this Agreement. The Union must be notified of the resolution of the grievance.
4. If the grievance affects a group of two (2) or more bargaining unit employees or involves an action or decision by the County or the Department Head that has a County wide or department wide impact, the Union may submit the grievance on behalf of the effected bargaining unit employees.
5. All documents related to a grievance shall be maintained as a separate file from an employee's personnel file.
6. All grievances and grievance responses shall be filed and processed in accordance with

this Agreement.

7. The processing of grievances by the Union and/or bargaining unit employees shall be conducted on non-County paid time unless otherwise agreed by the parties.
8. Grievances may be withdrawn or modified by the Union at any step of the grievance procedure.
9. Tape recorders or other electronic devices may be used by any party participating in the grievance, provided notice of the use of the recording device is provided to the other party prior to commencement of the proceeding, and provided a copy of the recording is provided to the other party if requested at the requesting party's expense.

ARTICLE 16. ARBITRATION

The parties are prohibited from violating written agreements in force, which were negotiated in accordance with the Public Employee Bargaining Act. Any controversy concerning an alleged contract violation or disciplinary action of suspension, demotion, or dismissal may be submitted for binding arbitration.

A. Initiation of Arbitration.

The County and the Union agree to pursue settlement of issues before proceeding to binding arbitration.

Bargaining unit employees and/or the Union initiate arbitration by delivering a Notice of Appeal, in accordance with this agreement. The County initiates arbitration by serving a Demand for Arbitration concerning grievances, in accordance with this agreement. If an employee initiates arbitration without the union, the employee is responsible for all related costs.

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

1. The party initiating arbitration shall request a list of seven (7) names from the FMCS within five (5) calendar days of the date of the meeting to pursue settlement of issues before proceeding to binding arbitration and will bear the cost for the list. The party initiating the arbitration must deliver a copy of the list to the non-requesting party within twenty-four (24) hours of receipt. An arbitrator shall be selected within five (5) business days of receiving the list.
2. Each party will strike one (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.

- 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, nor 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 employee 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 employee 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.
- H. Failure to meet any of the timelines set forth in this article shall be deemed abandonment of the arbitration process.
- I. Failure to conduct the arbitration within six (6) months of filing the request shall be deemed abandonment of the arbitration process, except as mutually agreed to by the parties in writing.

ARTICLE 17. LEAVE OF ABSENCE

Section 1. Annual Leave Eligibility

Each bargaining unit employee is eligible to accrue annual leave. Annual leave may be used after it has been accrued upon the approval of the employee's supervisor.

Section 2. Requesting Annual Leave

An employee seeking to take annual leave must submit a *Request for Leave Form* to his or her supervisor with notice consistent with annual leave requested. For example, if one day is requested, one day notice is required. The supervisor shall grant any reasonable request, but shall also consider the Department's workload, staffing levels and other job-related factors when deciding whether to grant the request.

Section 3. Personal Holiday

Bargaining unit employees shall be granted one (1) personal holiday equivalent to a normal work shift each year. Employees may not divide the personal holiday. Each personal holiday shall be used by the second Friday of each December.

Section 4. Sick Leave Eligibility

Each bargaining unit employee is eligible to accrue sick leave with pay to be used to attend medical appointments, for illness or injury, or to care for an ill or injured immediate family member. For purposes of this section, an "immediate family member" is defined as a spouse, child, parent, sibling, grandparent, grandchild, step-parent, step-child, step-sibling, foster child, father-in-law, mother-in-law,

son- and daughter-in-law, brother and sister-in-law, domestic partner, domestic partner's child, and domestic partner's parent.

Section 5. Accrual of Sick Leave

Each bargaining unit employee accrues sick leave for each hour actually worked excluding overtime and for each hour paid at 0.0385 per hour worked.

Section 6. Requesting Sick Leave

Employees who are unable to report to work due to illness or injury are required to speak to their supervisor at least 30 minutes before the scheduled start of the shift, unless otherwise specified by the Division Director, Department Director/Elected Official. If an employee has a planned doctor's appointment, the employee shall request the time off at least two days prior to the appointment. If an employee is absent from work for three or more consecutive days due to illness or injury, a physician's statement may be required to verify the illness or injury, estimate its duration or certify that the employee may safely return to work. Employees may use sick leave only for the reasons set forth in the applicable section of this handbook. Use of sick leave for other reasons is not permitted. In the event the County has reason to believe that an employee is using sick leave for other reasons, the employee may be required to provide a statement from a physician for each day sick leave is claimed. Abuse of sick leave may be grounds for disciplinary action, up to and including termination.

Section 7. Sick Leave Incentive

Bargaining unit employees who use (8) eight hours of sick leave or less from January 1 through June 30, shall receive (8) eight hours of additional annual leave. Bargaining unit employees who use (8) eight hours of sick leave or less from July 1 through December 31 shall receive (8) eight hours of additional annual leave.

Section 8. Bereavement Leave

Each bargaining unit employee shall be eligible to use up to three (3) days of bereavement leave with pay in the event of the death of an immediate family member. For purposes of this section, an "immediate family member" is defined as a spouse, child, parent, sibling, grandparent, grandchild, step-parent, step-child, step-sibling, foster child, father-in-law, mother-in-law, son- and daughter-in-law, and brother and sister-in-law, domestic partner, domestic partner's child and domestic partner's parent.

Section 9. Military Leave

Each bargaining unit employee who is a member or reserve member of the U.S. Armed Forces or a state militia group may obtain military leave with pay when ordered to duty with the armed forces. An employee shall provide the County with the orders. The duration of the paid leave is limited to that required by federal law, but the County Manager may approve additional leave. If the period of duty exceeds that required by federal law, the employee may use accrued annual leave, accrued compensation time, the employee's personal leave day or leave without pay for the duration of the employee's duty period. Upon return from military leave, an eligible employee is entitled to rights under the federal Uniformed Services Employment and Reemployment Rights Act of 1994.

Section 10. Court Duty

Each bargaining unit employee may take court leave with pay when required to serve as a juror or as a witness in any state or federal court at a time when the employee would normally be working, except in a matter unrelated to the performance of the employee's duties in which the employee is a litigant. An employee may not take court leave to litigate or testify against the County. If excused from duty

by the court when work hours remain in the employee's work day, the employee shall return to work. If an employee elects to receive compensation for jury service from a court together with their ordinary pay, any compensation paid by the court to the employee less any mileage paid to them must be paid to the County. Employees shall be entitled to administrative leave when appearing during regularly scheduled work hours in obedience to a subpoena as a witness before a grand jury or court or before a federal or state agency except when litigating or testifying against the County. Fees received as a witness, excluding reimbursement for travel, shall be paid to the County.

Section 11. Family and Medical Leave

The Federal Family Medical Leave Act (FMLA) provides for a leave of absence for a serious health condition, to fulfill family obligations relating directly to childbirth, adoption, or placement of a foster child, or to care for a child, spouse, or parent with a serious health condition, or "any qualifying exigency (as the Secretary [of Labor] shall, by regulation, determine) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation." It also is to permit a spouse, son, daughter, parent, or next of kin to take up to twenty-six (26) workweeks to care for a "member of the Armed Forces including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness."

An employee must request Family and Medical Leave on a form provided by the Human Resources Division. Each eligible employee is entitled to take up to twelve (12) weeks unless otherwise stated, of Family and Medical Leave during a twelve month period. Eligibility is determined by reference to Federal law. If an employee has questions concerning eligibility, he or she should consult the Human Resources Division. Employees requesting family leave are required to provide a statement from a health care provider, on a designated Human Resources form, concerning the need for such leave.

Family and medical leave is unpaid leave, except employees are required to use accrued annual leave, sick leave, personal holiday, and compensatory time. Family Medical Leave is concurrent with all other leave. During Family Medical Leave, the County will continue to pay its portion of the cost of any medical benefits that the employee had at the time the leave began. The employee shall pay to the County or appropriate company the portion of the premium the employee would have had to pay had he or she been working. Intermittent leave shall be granted in accordance with the FMLA.

Employees are prohibited from engaging in any employment elsewhere while on Family Medical Leave with Santa Fe County.

ARTICLE 18. HEALTH AND SAFETY

- A. Safety is an integral part of the responsibilities of every manager, supervisor, and employee. As such, it is the responsibility of all employees to report any unsafe conditions or equipment, to their immediate supervisor and higher authority utilizing the chain of command.
- B. The County and employees recognize their obligation to comply with all applicable Federal and State laws and guidelines relating to the health and safety of the Corrections Department. The employee realizes that when engaging in any and all activities, including emergencies, he/she shall exercise proper precautionary measures to avoid injury to self and others, and it shall be considered a disciplinary offense for any employee to disturb or in any way alter any other employee's equipment without prior knowledge and approval.

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

ARTICLE 19. INTERNAL INVESTIGATIONS

- A. A bargaining unit employee who becomes the subject of an internal investigation will be notified in writing. Written notification of investigation will be initiated within ten (10) working days of the omission or discovery of the act that precipitated the charges and the investigation. In cases where extensive investigation is required, disciplinary action will not be initiated until the facts have been established. Management will strive to complete investigations within thirty (30) working days from the start of investigation. Both parties recognize that completion within thirty (30) working days is not always feasible.
- B. The bargaining unit employee may be placed on administrative leave with pay pending the investigation and during the time of paid administrative leave, bargaining unit employees are required to be immediately available by phone and available to report, in fit condition, promptly to the work site or other locations as directed by the Human Resources Division during the business hours of 8:00 a.m. until 5:00 p.m., Monday through Friday. If the bargaining unit employee's regularly scheduled shift falls outside of those core business hours, the shift will be temporarily changed while the bargaining unit employee is on administrative leave with pay. There will be no impact to the base salary and benefits during this time.
- C. It is the bargaining unit employee's responsibility to provide the Human Resources Division with a valid home address and phone number. Being unavailable to Santa Fe County while on paid administrative leave is grounds to have the paid leave revoked and may constitute the basis for disciplinary action.
- D. Bargaining unit employees are required to call designated Human Resources staff no later than 9:00 a.m. each morning of administrative leave with pay. Failure to call in every morning may result in disciplinary action. Investigation material will be kept in a separate file from the employee's official personnel file.

ARTICLE 20. UNIFORMS

The County will provide uniforms to bargaining unit employees as deemed necessary by the County. Bargaining unit employees are responsible for the maintenance, laundering, and upkeep of the uniforms. A bargaining unit employee's failure to arrive at work in complete uniform that is neat in appearance, properly sized, clean, and maintained may be subject to disciplinary action. Bargaining unit employees who receive uniforms as required by management will receive four (4) pairs of pants and four (4) shirts. The parties recognize that uniforms may be subject to applicable tax regulations.

ARTICLE 21. DRUG AND ALCOHOL TESTING

RANDOM TESTING Each holder of a Commercial Drivers' License (CDL) and each employee in a safety or security related position is subject to random drug and alcohol testing. A safety or security related position is one in which an employee operates equipment that is potentially dangerous to other

employees or citizens of the County, one in which an employee has access to or dispenses drugs, one in which an employee works in a facility that requires the care of individuals, one in which an employee has access to or carries a firearm, or one in which an employee operates or maintains heavy equipment or coordinates, relays, or controls radio communication for law enforcement, fire or emergency medical services personnel.

TESTING ON REASONABLE CAUSE If there is reasonable suspicion to believe that an employee may be impaired by drugs or alcohol on the job, or if the employee is found with drugs or alcohol in the workplace, immediate drug or alcohol testing may be ordered. Reasonable suspicion exists when one's experience and training tends to indicate that a given person is under the influence of alcohol or a controlled substance. Acceptable indicators include, but are not limited to, odor of alcoholic beverage on the breath, slurred or incoherent speech, staggering walk, loss of physical coordination, bloodshot eyes, inability to successfully complete a field sobriety test, erratic behavior, unexplained or uncharacteristic irritability, excessive tardiness, poor work performance, arrest for drug/alcohol charges, or excessive unexplained absences from work.

PROCEDURE FOR TESTING ON REASONABLE CAUSE

STEP 1 In the event any County employee has reasonable suspicion to believe an employee may be impaired by drugs or alcohol while on the job, the suspected employee's supervisor must be notified. The supervisor or designee shall notify the Risk Manager and the Human Resources Director. A trained supervisor, County Risk Management personnel or Human Resources personnel shall then directly observe the employee's behavior and document any irregularities. If a test is ordered, the observer must document the specific indicators observed within forty-eight (48) hours and submit to the HR Director.

STEP 2 If reasonable suspicion exists, the employee shall be asked to execute a written consent for immediate alcohol or drug testing. Failure to consent to testing may be grounds for discipline, up to and including termination.

STEP 3 If reasonable suspicion exists, and consent is given, the employee shall be immediately transported for appropriate testing. Testing may include use of the breathalyzer or blood or urine testing. The employee shall be transported by a trained supervisor, the County Risk Personnel or the Human Resources Personnel to the testing location. Analysis of any samples collected will be performed by a laboratory selected by the County.

STEP 4 Following completion of testing, the employee will be placed on administrative leave with pay until the test results are available. The County shall transport the employee home.

STEP 5 If the testing discloses that the employee was not impaired by alcohol or drugs at the time of the test, the employee shall return to work. If the test discloses that the employee was not impaired at the time of the test but does disclose trace amounts of alcohol or drugs, or the test discloses that the employee was impaired by alcohol or drugs at the time of the test, the employee may be placed on unpaid leave until a decision on continued employment is made by the Department Director and Human Resources Director.

VEHICLE ACCIDENTS If a County employee is involved in a motor vehicle accident while driving a County vehicle or while performing official duties in a private vehicle, the employee shall contact law enforcement immediately. The employee shall also request that the parties and properties involved remain at the scene of the accident until a law enforcement officer has released them. The employee's supervisor and Risk Management must be notified of the accident immediately. The employee shall refrain from making statements regarding the accident to anyone other than the investigating officer(s), County Attorneys, County Risk Manager, or representative of his or her own insurance company, if the employee's privately owned vehicle is involved. Drivers involved in the following types of accidents shall be immediately tested for use of drugs or alcohol:

- A. Where an individual dies;
- B. Where an individual suffers bodily injury and receives medical treatment at or away from the scene of the accident;
- C. Where a citation is issued;
- D. Where one or more vehicles incur substantial property damage; or
- E. Where the Risk Manager or HR Director deems appropriate

PARTICIPATION IN A TREATMENT PROGRAM An employee who is not terminated after a positive test result may be required to participate in an alcohol or drug treatment program through the Employee Assistance Program or another program, and comply with other conditions specified by the County as a condition of continued employment. Any employee who participates in such a program may, in addition to disciplinary action, be subject to other conditions of continued employment and shall be placed on leave without pay while participating in the program. However, an employee may be permitted to use accrued sick leave, annual leave, or compensatory time in lieu of unpaid leave while participating in the program. Upon successful completion of an agreed-upon treatment program, the employee shall be permitted to return to his or her position.

LOSS OF DRIVING PRIVILEGES If the results of a drug or alcohol test is positive, indicates that the employee was impaired, or that the employee was under the influence while at work, the employee shall not be permitted to operate any County vehicle (or operate any personal vehicle on County business), for a period of three (3) years, subject only to the exception below. If the loss of driving privileges makes the employee unable to perform his or her job, the employee may be terminated.

RESTORATION OF DRIVING PRIVILEGES An employee may be authorized to operate vehicles at the expiration of a one-year period from the date of a positive test if the employee: (1) has not been convicted of any traffic violation since the date of the positive test; (2) has a valid driver's license; (3) has performed satisfactorily in his or her position; (4) has completed a drug/alcohol use assessment by an agency of the County's choice; (5) has followed each recommendation made as a result of the drug use assessment; and (6) otherwise satisfies the County of the employee's sobriety and responsibility. The decision whether to permit the restoration of driving privileges is discretionary on the part of the County and shall not be grievable.

RANDOM TESTING If an employee has had a positive drug test and has not been terminated, the employee will be subject to random testing for a subsequent period of two (2) years from the date of the positive test in addition to times when in a safety sensitive position which requires random testing.

DRUG AND ALCOHOL RELATED CONVICTIONS Any employee who is convicted of a drug or alcohol related criminal offense may be subject to severe disciplinary action up to and including termination. If not terminated, the employee may be required to undergo periodic random drug or alcohol testing, may be required to complete a course of alcohol or drug abuse treatment, or may be required to complete drug and alcohol abuse counseling through the Employee Assistance Program. Employees convicted of the unlawful sale or distribution of drugs in the workplace or while working will be immediately terminated under the federal Drug-Free Workplace Act. Any employee must notify the Santa Fe County Risk Manager of a criminal conviction for drug related activity occurring in the workplace within five (5) days of the conviction. Any employee who is convicted of an alcohol-related driving offense shall notify his or her supervisor of the conviction within five (5) days of the date of conviction. Failure to report such convictions may be grounds for discipline, up to and including termination.

SELF-IDENTIFICATION BY EMPLOYEE Any employee who suffers from drug or alcohol dependency should immediately seek the assistance of the Employee Assistance Program or the appropriate resources within the community. The employee may also wish to discuss the matter in confidence with his or her supervisor or the Human Resources Director. Each employee who suffers from drug or alcohol dependency is urged to seek help before being the subject of disciplinary action. An employee who requests referral to a drug or alcohol rehabilitation program prior to being randomly selected for drug or alcohol testing shall be referred to such a program without reprisal or disciplinary action, provided that the self-identification is not made to avoid disciplinary action. The employee shall be randomly tested during the rehabilitation period. A positive test shall be grounds for dismissal.

MOTOR VEHICLE OPERATION AND EMPLOYEE DUI'S Employees who have been charged with a DWI or DUI and who are required to drive to perform their job will be terminated if their driving privileges are suspended or revoked and if no accommodations for other duties can be made.

PERSONS CONVICTED OF DUI MAY NOT DRIVE If an employee is convicted of a DUI, the employee may be placed on unpaid leave until a decision on continued employment is made by the Department Director and Human Resources Director. It is the policy of Santa Fe County that any employee who is convicted of driving under the influence of an intoxicant such as alcohol or drugs shall not be permitted to operate any County vehicle (or operate any personal vehicle on County business), for a period of three (3) years, subject only to the exception set forth in this article. If the loss of driving privileges makes the employee unable to perform his or her job, the employee may be terminated.

REQUIRED REPORTING If an employee's driving privileges are suspended or revoked, or if the employee is required to use an interlock device, the employee shall be prohibited from driving any County vehicle and shall immediately notify his or her supervisor. Any employee who fails to report a suspension, revocation, or mandatory usage of an interlock device may be subject to disciplinary

action, up to and including termination. The County will not approve installation of an interlock device in any County vehicle.

DEFINITION For purposes of this policy, the word “conviction” includes a guilty plea, a no-contest plea, or an Alford plea.

ARTICLE 22. SPECIAL LICENSE AND CERTIFICATION

- A. The parties recognize that there are certain licenses and/or certifications required in order to be qualified to perform the duties of some classifications in the bargaining unit. It shall be the responsibility of each bargaining unit employee to be qualified for his/her position at all times. Employees who fail to maintain the required licenses and/or certifications for their positions may be terminated from their position.
- B. Therapists who are required to maintain a license or certification to perform their job pursuant to the job description or by state or federal standards as determined by the County may be eligible for reimbursement for continuing education courses approved by the County for up to \$100.00 to be paid by June of 2015 for courses taken July 2014 through June 2015 and \$100.00 to be paid by June 2016 for courses taken July 2015 through June 2016.

ARTICLE 23. OVERTIME

- A. Working overtime is a condition of continued employment with the County. Overtime shall first be filled on a voluntary basis by seniority and then if there are no volunteers to work the overtime a reverse seniority process to fill it shall be used. Overtime shall be assigned by the County based on the needs of the County. Refusal to work overtime once assigned shall constitute just cause for disciplinary action. An employee shall not work overtime without prior written authorization from their first line supervisor. Leave is not time worked and shall not be counted as time worked for the purpose of computing overtime, except for holiday pay.
- B. For Detention Officers and Corporals, hours worked in excess of eighty (84) hours in a regular work period shall be considered as overtime pursuant to Fair Labor Standards Act (FLSA). Overtime shall be paid at one and one half hours for each hour worked for covered employees after the maximum of eight (80) hours of compensatory time has been accumulated. Holidays covered under Article 25 will be counted as hours worked for overtime calculation purposes.
- C. For all bargaining unit employees with the exception of Detention Officers and Corporals, hours worked in excess of forty (40) hours in a regular work week shall be considered as overtime pursuant to Fair Labor Standards Act (FLSA). Overtime shall be paid at one and one half hours for each hour worked for covered employees after the maximum of eight (80) hours of compensatory time has been accumulated. Holidays covered under Article 11 will be counted as hours worked for overtime calculation purposes.
- D. 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.)
- E. A bargaining unit employee who terminates his/her employment shall be paid for any unused compensatory time.

ARTICLE 24. SHIFT DIFFERENTIAL

- A. Life Skills Workers I, Life Skills Worker II, and YDP Assistant Shift Supervisors working the graveyard shift will receive shift differential pay of 10% of their hourly rate for hours worked.

ARTICLE 25. WAGES

- A. Salary increases based on the attached pay scale shall become effective the first full pay period following approval by the Board of County Commission and following the first full pay period after the incumbent’s anniversary date. This pay scale will be effective through June 30, 2018. No pay increases shall be implemented after June 30, 2018.
- B. All other bargaining unit employees whose wages are not addressed by the attached pay scale and who earn \$40,000 or less annually shall receive a 3% salary increase effective upon the first full pay period following approval of this contract by the Board of County Commission. Beginning November 1, 2015, bargaining unit employees who earn \$40,000 or less and are not covered by the attached pay scale shall receive a 1% salary increase following the first full pay period after the incumbent’s anniversary date and each anniversary date until June 30, 2018. No pay increases shall be implemented after June 30, 2018.
- C. All other bargaining unit employees whose wages are not addressed by the pay scale and who earn more than \$40,000 annually shall receive a 1% salary increase effective upon the first full pay period following approval of this contract by the Board of County Commission. Beginning November 1, 2015, bargaining unit employees who earn more than \$40,000 annually and are not covered by the attached pay scale shall receive a 1% salary increase following the first full pay period after the incumbent’s anniversary date and each anniversary date until June 30, 2018. No pay increases shall be implemented after June 30, 2018.

ARTICLE 26. HOLIDAYS

- A. The following days shall be observed as holidays:

New Year’s Day	January 1
Martin Luther King Day	3 rd Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Columbus Day	Second Monday of October
Veteran’s Day	November 11 th
Thanksgiving Day	4 th Thursday in November

The Day after Thanksgiving

Christmas Day

December 25th

And other days officially designated by the County Commissioner or County Manager as a holiday for County employees. When the County Manager or Board of County Commissioners takes actions to authorize County employees to observe the aforementioned holidays on alternate days, those actions will not apply to bargaining unit employees. New holidays, as opposed to alternate days officially designated by the County Commission or County Manager as a holiday for County employees, shall be granted to bargaining unit employees.

- B. Bargaining unit employees scheduled to work on a holiday will receive holiday pay at straight time at the employee's regular hourly rate of pay for the normal regular hours worked and time and one half for all hours actually worked.
- C. Bargaining unit employees not scheduled to work on a holiday will receive holiday pay at straight time at the employee's regular hourly rate of pay for the normal regular hours worked.
- D. Bargaining unit employees will accrue vacation and sick leave in accordance with County policy.

ARTICLE 27. INSURANCE

- 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 Contributions	Employee's Contributions
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. If the County implements increased employer contributions for non-bargaining unit employees, bargaining unit employees shall receive the same contributions. 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.

ARTICLE 28. COMPLETE AGREEMENT

- A. This Agreement is the complete and only agreement between the parties and replaces any and all previous agreements. There shall be no additional negotiations on any item, whether contained herein or not and whether contemplated by either party at the time of negotiations or not, except by written mutual agreement of the parties.
- B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and 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. Therefore, the County and the Union, for the life of this Agreement, each voluntarily and without qualification waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 29. SEVERABILITY

If any portion of this Agreement is determined by a final order of an administrative agency or a court of competent jurisdiction to be contrary to law, the affected provision shall be rendered null and void. All other provisions not affected by the illegal provision shall remain in full force and effect.

ARTICLE 30. TERM OF AGREEMENT

This Agreement will become effective upon ratification by the bargaining unit and County Commission and signature by the Union President and County Manager and shall remain in effect until June 30, 2018 with the exception of one (1) non-economic issue, which will be opened for negotiation at the beginning of the second year of this agreement.

Adult Facility Wage Scale

YOS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
	1%				2%				3%	1%						
Detention Officer	15 5540	15 7095	15 8650	16 0205	16 1760	16 3315	16 4870	16 6425	16 7980	16 9535	17 1090	17 2645	17 4200	17 5755	17 7310	17 8865
Corporal	19 3452	19 5385	19 7318	19 9251	20 1184	20 3117	20 5050	20 6983	20 8916	21 0849	21 2782	21 4715	21 6648	21 8581	22 0514	22 2447
Sergeant		21 0000	21 2100	21 4200	21 6300	21 8400	22 0500	22 2600	22 4700	22 6800	22 8900	23 1000	23 3100	23 5200	23 7300	23 9400

YDP Wage Scale

YOS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
	1%				2%				3%	1%						
LSW I	12 3775	13 0063	13 6351	14 2639	14 8927	15 5215	16 1503	16 7791	17 4079	18 0367	18 6655	19 2943	19 9231	20 5519	21 1807	21 8095
LSW II	16 0163	16 1765	16 3367	16 4969	16 6571	16 8173	16 9775	17 1377	17 2979	17 4581	17 6183	17 7785	17 9387	18 0989	18 2591	18 4193
Assistant Shift Supervisor		17 5000	17 6750	17 8500	18 0250	18 2000	18 3750	18 5500	18 7250	18 9000	19 0750	19 2500	19 4250	19 6000	19 7750	19 9500

IN WITNESS WHEREOF, the parties have executed this Agreement this 28 day of October, 2014.

SANTA FE COUNTY

Daniel W. Mayfield, Chairperson
Santa Fe Board of County Commissioners

**AFSCME COUNCIL 18 (REFERRING TO THE BARGAINING UNIT AS LOCAL 1413)
SANTA FE COUNTY, NEW MEXICO**

Daniel Solis, President AFSCME Local #1413



Rob Trombley, AFSCME Council 18, Public Safety Coordinator

ATTEST:

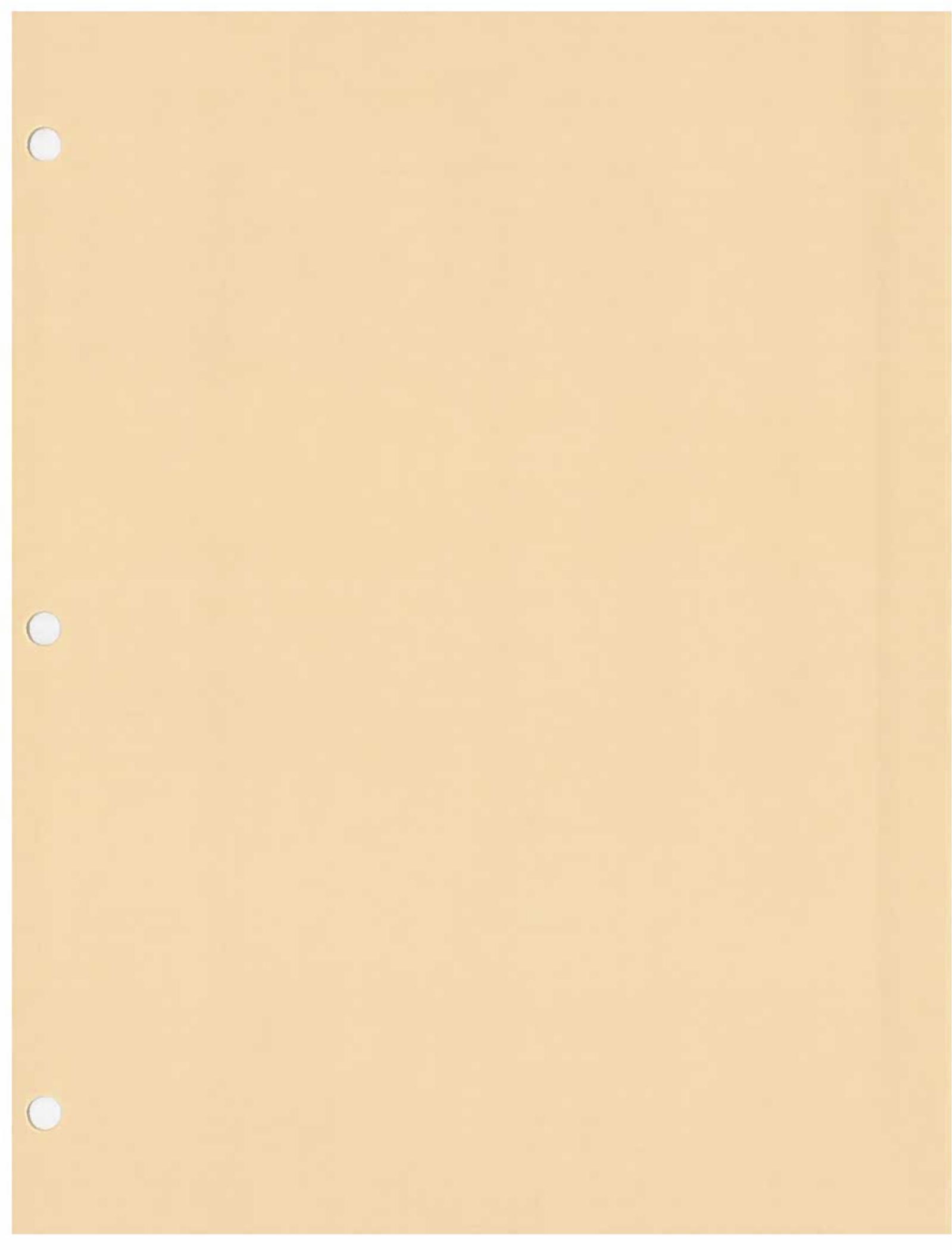
Geraldine Salazar
Santa Fe County Clerk

Date

APPROVED AS TO FORM:

Gregory F. Shaffer
Santa Fe County Attorney

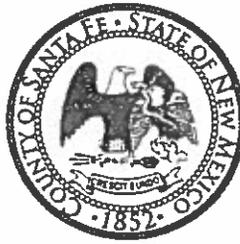
Date



Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. 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: Board of County Commissioners

Via: Katherine Miller, County Manager
Bernadette Salazar, Human Resources Director. *BS*

Date: October 20, 2014

Re: Request approval of the Collective Bargaining Agreement between the County of Santa Fe and the American Federation of State, County and Municipal Employees (AFSCME), New Mexico Council 18 (referring to the bargaining unit as local #1413-M)

BACKGROUND AND SUMMARY

The Santa Fe County Management Team and the AFSCME Council 18 (referring to its bargaining unit as Local 1413M) have been negotiating the collective bargaining agreement beginning in June 2014. This is the first contract for this bargaining unit. The parties have worked many hours to come to a mutual agreement in the best interest of the County and our employees. The parties have mutually agreed upon the entire contract on October 16, 2014. Please note that at the request of AFSCME, the contract refers to the bargaining unit as AFSCME Council 18, Local #1413M, however the Certification of Representation only refers to AFSCME Council 18. AFSCME Union will be taking the mutually agreed upon contract to their membership for ratification the week of October 20, 2014. Although this is the first contract for this particular unit, the language is comparable to other collective bargaining agreement language and Human Resources policies. A few of the highlighted items agreed upon are listed below:

- Employees are encouraged to report improper activities without fear of retaliation
- The labor/management committee meetings allows for the opportunity for the union and management to discuss labor issues
- Employees will receive \$75 to purchase safety shoes to perform their work duties
- Employees required to maintain licensure to complete the job duties will receive \$200 for this purpose
- Employees who hold the titles of Licensed Practical Nurses, Registered Nurses, Dental Assistants and Pharmacy Technicians will receive a 2% salary adjustment
- Licensed Practical Nurses and Registered Nurses schedule to work the graveyard shift will receive 2% differential pay
- The term is until December 31, 2016 with a wage re-opener no earlier than January 2016 and one (1) non-economic re-opener the second year of the contract

ACTION REQUESTED

The action requested is approval of the Collective Bargaining Agreement between the County of Santa Fe and the American Federation of State, County and Municipal Employees (AFSCME) New Mexico Council 18 (referring to the bargaining unit as local #1413-M)

Thank you for your consideration.

Attachment:

Collective Bargaining Agreement between the County of Santa Fe and the American Federation of State, County and Municipal Employees (AFSCME) New Mexico Council 18 (referring to the bargaining unit as local #1413-M) effective October 28, 2014 to December 31, 2016)

Thank you for your consideration.

AGREEMENT BETWEEN THE COUNTY OF SANTA FE
AND THE AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME),
NEW MEXICO COUNCIL 18 (REFERRING TO THE
BARGAINING UNIT AS LOCAL 1413-M)

October 28, 2014 to December 31, 2016

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
Article 1	Authority, Recognition and Purpose	3
Article 2	Non-Discrimination and Fair Treatment	3
Article 3	Bargaining Unit Definition and Information	4
Article 4	Union and Management Rights	5
Article 5	County Seniority	6
Article 6	Layoff, Furlough and Recall	7
Article 7	Dues Deduction	8
Article 8	Work Schedules, Pay Periods and Staffing	9
Article 9	Employee Training	10
Article 10	Human Resources Division Records	11
Article 11	Labor /Management Committee Meetings	12
Article 12	Employee Assistance Program	12
Article 13	Corrective / Disciplinary Actions	12
Article 14	Grievance Procedures	16
Article 15	Arbitration	19
Article 16	Leave of Absence	21
Article 17	Health and Safety	23
Article 18	Special License and Certification	23
Article 19	Drug and Alcohol Testing	24
Article 20	Overtime, Compensatory Time, and Incentive Pay	27
Article 21	On-Call Time	27
Article 22	Wages	28
Article 23	Shift Differential	28
Article 24	Holidays	28
Article 25	Benefits	29
Article 26	Complete Agreement	29
Article 27	Term of Agreement	30
Approvals		31

ARTICLE 1. AUTHORITY, RECOGNITION, AND PURPOSE

Section 1. General

- A. This agreement (hereinafter referred to as the "Agreement") has been made and entered into by and between the County of Santa Fe (hereinafter referred to as the "County" or "Employer"), and Local 1413-M, County of Santa Fe Employees, of the American Federation of State, County and Municipal Employees, Council 18, AFL-CIO, (hereinafter referred to as the "Union").
- B. The Union acknowledges the mission, goals and obligations of the County of Santa Fe as a provider of services to the citizens of the County of Santa Fe. Both the Union and the County believe that employees are important to accomplishing goals set forth by the Santa Fe County governing body.

Section 2. Recognition and Purpose

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

Section 3. Employee Human Resource Policies

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

ARTICLE 2. NON- DISCRIMINATION AND FAIR TREATMENT

Section 1. Compliance with Laws

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

Section 2. Non-Discrimination

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

Section 3. Prohibited Practices

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

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

Section 4. Reporting Improper Activities

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

ARTICLE 3. BARGAINING UNIT DEFINITION AND INFORMATION

Section 1. Bargaining Unit Definition and Information

- A. The parties to this Agreement are Santa Fe County ("County") and the American Federation of State, County, and Municipal Employees, Local 1413-M. The County recognizes the Union as the exclusive representative of all employees in the bargaining unit which consists of all regular, non-probationary, non-temporary employees of Santa Fe County Corrections Department in the positions of Licensed Practical Nurse, Registered Nurse, Nurse Practitioner, Physician's Assistant, Pharmacy Technician, and Dental Assistant and excludes supervisory, managerial, and confidential employees and all other employees.
- B. The County will provide the Union with a listing of bargaining unit employees annually to include the employee's name, classification, hourly rate, and date of hire.

Section 2. Accretion

- A. When the County creates a new Corrections job classification or position or makes changes to a current union classification or position, HR shall notify the Union in writing within seven (7) working days. The notification shall contain details of job duties of the new position and the County's preliminary determination as to whether it is to be included in the bargaining union.
- B. The Union shall notify the County within seven (7) working days of receipt of notification pursuant to subsection A above if it wishes to discuss the information contained in the notification. If both parties agree that the new classification shall be placed in the bargaining unit, recognition shall be effective the first full pay period following execution of agreement. The accretion process shall be in compliance with PEBA.

Section 3. Contracting Out

- A. The County will not contract out for services currently performed by bargaining unit employees unless it can be demonstrated that the work to be contracted for cannot be accomplished within

a timeframe acceptable to the County by the expertise, capacity, and/or capability of existing bargaining unit employees, or it is fiscally responsible to do so.

- B. If the County intends to contract out for services currently performed by bargaining unit employees, the County will provide the Union with at least ten (10) workdays notice prior to contracting out. The Union may, within five (5) workdays of receipt of the notice, provide written alternatives to contracting out along with information to support such alternatives.

ARTICLE 4. UNION AND MANAGEMENT RIGHTS

Section 1. Non-Interference

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

Section 2. Management Rights

The County retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of New Mexico and the United States, the Public Employee Bargaining Act, and local Ordinances. The Union recognizes that except as specifically limited, abridged, or relinquished by the terms and provisions of this Agreement, all rights to manage, direct, or supervise the operations of the County and employees are vested solely in the County. The County shall also have the management rights outlined below:

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

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

Section 3. Union Rights

- A. The parties agree that all employees in the bargaining unit are entitled to all of the rights and privileges delineated in this Agreement. The Union shall be the exclusive representative for the representation of those rights.
- B. Employees have the right to form, join or assist the Union. Employees also have the right not to form, join or assist the Union. Membership or non-membership in the Union is strictly voluntary and may be terminated by the employee in accordance with this Agreement. The parties recognize that the exercise of these rights shall not interfere with the delivery of services.
- C. The parties agree that the Union has the right to represent employees during the formal disciplinary process and at meetings the employees reasonably believes could result in disciplinary action so long as that representation does not interfere with the operations of the County.
- D. Space designated by the County for closed and locked bulletin boards, to be furnished by the Union, where the Union may post announcements will be made available upon approval by the HR Director or designee . Union representatives shall post any and all Union announcements on the bulletin board.
- E. Union representatives may schedule meetings with management as mutually agreed, to discuss matters pertaining to this Agreement. Such meetings shall occur on non-work time of any bargaining unit employees involved.
- F. If the Employer requests that a Union employee participate in a meeting, the union employee is not required to take personal leave or leave without pay. The employer shall make every effort to schedule such meetings during the normal functions of the County and at a time which will not interfere or jeopardize the service or safety of the residents/visitors of Santa Fe County.
- G. Union officials may rent County community/senior centers consistent with County policies and procedures.
- H. Due to the safety and security of the facility, all incoming mail may be opened. Bargaining unit employees should have no expectation of privacy with regard to mail into or out of the facility.

ARTICLE 5. COUNTY SENIORITY

Section 1. General

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

Section 2. County Seniority.

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

Section 3. Classification Seniority

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

Section 4. Division Seniority

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

Section 5. Identical Hire Dates

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

Section 6. Military Service

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

ARTICLE 6. LAYOFF, FURLOUGH, AND RECALL

Section 1. Furlough

In the event the County is in need of a furlough, the County Manager shall submit a plan to the Board of County Commissioners that identifies County positions to be affected by the furlough. At least thirty calendar days prior to submitting a plan to the Board of County Commissioners, the County shall provide a draft plan which identifies bargaining unit positions addressed by the plan, to the Union. The County Manager may order a furlough without submitting a plan to the Board and the Union only if a financial emergency exists and there is insufficient time for the Board of County Commissioners to consider a plan. During the thirty days prior to submission of the plan to the Board of County Commissioners, the Union shall have the opportunity to provide the HR Director with cost-cutting measures, identified in writing, within the bargaining unit for consideration prior to the submittal of the plan to the Board of County Commissioners or implementation of any furlough in non-emergency situations. A furlough is the temporary placement of an employee in a reduced work hour schedule, which can either be partial or full-time, for lack of work or funds. No furlough may exceed twelve (12) months in duration. A furloughed employee shall be given at least fourteen (14) calendar day's written notice of furlough, unless the time limit is waived by the County Manager. Employees shall be returned from furlough when the reasons for the furlough cease to exist. Wherever possible, all

affected employees shall be returned at the same time, to the same extent. The grievance or appeal process is not available regarding a furlough.

Section 2. Layoff

The County may lay off an employee only to eliminate positions, as a result of a shortage of work or funds, or for other reasons unrelated to the performance of an employee. The County Manager may identify County positions for purposes of a layoff and shall submit a written layoff plan to the Board of County Commissioners. Such positions may be identified on the basis of geographic area, function, funding source, or other factors. At least thirty calendar days prior to submitting a lay off plan to the Board of County Commissioners, the County shall provide the Union a draft lay off plan which identifies bargaining unit positions addressed by the plan. The Union shall have the opportunity to provide the HR Director with cost-cutting measures or other solutions, in writing, within the bargaining unit for consideration prior to the submittal of the plan to the Board of County Commissioners or implementation of any layoff. Upon approval by the Board of County Commissioners of a layoff plan, the HR Director shall initiate the right of first refusal among the affected County positions. Employees shall be laid off in order of seniority within job titles.

Section 3. Return to Work from a Layoff

Employees at the time of separation by a layoff shall have reemployment rights for twelve months after the date served with notice of the layoff, under the following provisions: Employees shall be returned to work in reverse order of seniority within job titles to any position to be filled for which the employee is qualified. The position must contain the same or lower midpoint salary range as that held at the time of the employee's separation; offers of reemployment shall be made in writing. An employee who is offered and accepts reemployment after layoff shall occupy the position within fourteen (14) calendar days of accepting the offer of reemployment, or forfeit the right to reemployment; and an employee who refuses an offer of reemployment or fails to respond to an offer of reemployment within fourteen (14) calendar days shall not be eligible to receive subsequent offers of reemployment, although the employee will be eligible to apply for any position for which the employee is eligible. Employees returned to work shall have that period of time they were laid off counted as time served in the employment of the County, and shall not be required to serve a new probationary period.

ARTICLE 7. DUES DEDUCTION

Section 1. Union Dues

- A. The County agrees to deduct membership dues levied by the Union from the paycheck of bargaining unit employees who have voluntarily executed a dues deduction authorized form. Such dues deduction shall not include any fees, assessment, or fines of any kind. Deductions will commence the first full pay period after receipt of the signed authorization form. The amount of dues deductions shall be certified in writing to the Human Resources Office by the President of the Union. Prior to any increases to dues deductions, the Union shall provide written notification to the employer and all bargaining unit members thirty (30) business days before the effective date of the increase. The increased deduction will commence the first full pay period following receipt of the thirty (30) business days notification as required above.

- B. If the employee is later assigned outside of the bargaining unit, the County will change the Union status and stop Union dues deductions.
- C. All money deducted from wages under this article shall be remitted to AFSCME promptly after the payday covering the period of deduction.

Section 2. Terminated Dues

- A. Dues deductions may be terminated following written notification from the employee to the Human Resources Office and the Union during the first full pay period of January or the first full pay period of July. In the event of a documented hardship, employees may stop dues deductions at any time.
- B. If in the event a reimbursement is owed to an employee by the Union due to a transfer out of the bargaining unit, the employee shall request in writing to the Union Secretary, Treasurer or President at the earliest possible opportunity.
- C. If an employee has insufficient earnings for the pay period or is on non-pay status, no payroll deductions will be made for that employee for that pay period.
- D. The Union will indemnify, pay for the defense of, and hold the County harmless of any claims made and against the County for compliance with issues pertaining to Union dues. The Union agrees to refund any amount paid to it in error on account of the payroll deductions provisions as determined by the County.

ARTICLE 8. WORK SCHEDULES, PAY PERIODS AND STAFFING

- A. The County has the right of assignment of employees and determination of the employees' work schedules. Any long-term change to an employee's work schedule will be provided to the employee in writing at least one (1) week prior to the effective date of the change.
- B. The workweek for bargaining unit employees will begin on Saturday at 12:01 AM and end seven consecutive 24-hour periods later.
- C. The pay period for bargaining unit employees shall be two (2) consecutive workweeks.
- D. All bargaining unit employees on 8, 10, or 12-hour shifts will be paid for their meal breaks if they are required to remain at the facility or on-call during this time. 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. With supervisory approval, the bargaining unit employee may be allowed to defer his/her meal period missed to a later time during the same work shift.
- E. Each bargaining unit employee working a regular shift of twelve (12) hours or more will receive two (2) fifteen (15) minute breaks, those working eight (8) hour shifts will receive only one (1) fifteen (15) minute break if the work load and schedule permits. Breaks cannot be combined, combined with lunch or taken at the beginning or end of the shift.
- F. Shift bidding shall be conducted semi-annually for bargaining unit employees at the adult

detention facility. There shall be an open bid for bargaining unit positions of Licensed Practical Nurses and Registered Nurses and will include classifications being appropriately scheduled to each shift to ensure adequate experience on each shift. However, in the event the open bid system does not provide for an appropriate allotment of trained employees then the Director may incorporate a bid system that provides an appropriate allotment of employees per shift.

- G. There may be exceptions to the bid positions due to a legitimate and temporary hardship or other factors, and as such, these positions may become non-biddable.
- H. The bidding shall be based on the classification seniority date.
- I. The bidding shall pertain to shift days off only and shall not include posts or other assignments.
- J. The County will post notices of vacancies within the bargaining unit which the County intends to fill for at least three (3) workdays.
- K. An employee may request, in writing, a copy of his/her job description.

ARTICLE 9. EMPLOYEE TRAINING

Section 1. General Training

Employees will be required to attend training deemed necessary by their supervisor. Supervisors may also approve additional training pertinent to assisting the employee with his or her duties or for further knowledge of work related duties. When the County invests in training and/or travel, the County expects to benefit from the investment. With this, Santa Fe County employees who receive funding for travel and/or training in the amount of \$1,500.00 or more per occasion will be required to reimburse the County through a deduction from the employee's final paycheck should the employee voluntarily terminate their employment with Santa Fe County within twelve (12) months according to the schedule set forth by the County. The items for which reimbursement will be required include, but are not limited to registration fees, transportation, lodging and meals. Employees who desire to utilize funding for travel and/or training of \$1,500.00 or more shall prior to commencement of training and/or travel execute a written agreement authorizing deduction of the travel and/or training funds from their final pay check in the event they voluntarily terminate their employment within twelve months of completion of the training.

Section 2. Tuition Assistance

Tuition assistance is financial assistance for eligible employees of the County to take college credit-granting courses pursuant to the rules set forth herein. While tuition assistance is expected to enhance employees' performance and professional abilities, the County makes no representation herein that gaining additional education will entitle the employee to advancement, a different job assignment, or a pay increase. Tuition assistance shall be paid to the employee on a reimbursement basis. Such reimbursement will be taxed as a taxable fringe benefit pursuant to the Internal Revenue Code and applicable regulations.

Section 3. Eligibility

All bargaining unit employees who have maintained satisfactory job performance may receive tuition assistance up to \$2,500.00 per fiscal year to pursue formal education, through college credit-granting

courses, provided the courses are directly applicable to the employee's work at the County and subject to the availability of funds. The Human Resources Office will determine the maximum amount available to employees per fiscal year based on budget and projected requests. Education that is required for the employee to perform his or her job tasks is not covered by this Section.

Section 4. Reimbursements

Reimbursement is limited to tuition and associated fees. Reimbursement will not be made for books, travel, meals or any other expenses related to the education. The County has the sole discretion to approve or deny or partially approve or deny requests for tuition assistance. If an employee submits an application to attend a course that Santa Fe County determines is offered at another institution at a less expensive rate, the County may approve tuition assistance at the lesser rate. To be eligible for tuition assistance, the employee must first submit an application to the employee's immediate supervisor, the Division Director, and the Department Director prior to the start date of the class or classes for consideration of approval. If the application has been approved by the immediate supervisor, Division Director, and Department Director, the employee shall submit the application to the Human Resources Division for approval. Reimbursement will be made upon successful completion of the class, so long as a grade of "C" or equivalent is obtained in the course for which reimbursement is sought. 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 shall be paid by the employee.

Section 5. Changes that Affect Tuition Requests

If an employee changes the class (es) or withdraws from the class (es) after applying for tuition assistance, the employee shall immediately notify the Human Resources Division. If an employee separates from employment with Santa Fe County prior to completing the class (es), the County shall not reimburse the employee for tuition of the class (es). If an employee transfers from one department, division, or office to another while attending the class (es), the Human Resources Director may decide not to reimburse the employee for tuition if the classes (es) are not relevant to the employee's new position. If an employee voluntarily terminates employment within one (1) year of receiving reimbursement pursuant to this section, the employee shall be required to reimburse the County for the total amount of educational assistance received.

Section 6. Educational Leave

Educational leave will be handled in accordance with relevant provisions of the Santa Fe County Human Resources Handbook.

ARTICLE 10. HUMAN RESOURCES DIVISION RECORDS

- A. The employee's only official file shall be the file located in and maintained by the Human Resources Division. Employees or their designee as authorized in writing shall have the right to inspect and copy any portion of their human resources file at reasonable times and upon the advance notice of the desire to inspect any copy. In no event shall the employee remove the file from the Human Resources Office or remove any item from the official human resources File. A Human Resources representative shall monitor the inspection and copying of the file. An employee's inspection and copying of their file may be documented in the employee's file on Human Resource approved forms.

- B. Employees may submit a written rebuttal to any material placed in their records and may request in writing the removal of any material that, in the opinion of the employee is unwarranted, inaccurate, irrelevant, untimely, or incomplete.
- C. Before a complaint or disciplinary action against an employee becomes part of the official HR file, the employee will be notified.
- D. The employee may request in writing the addition of any documentation he/she deems relevant to his/her Human Resources file.
- E. The Human Resources Division shall respond in writing within ten (10) calendar days from the date of the receipt of any written request by an employee in accordance with this article.

ARTICLE 11. LABOR MANAGEMENT COMMITTEE/MEETINGS

- A. The parties shall maintain a Labor Management Committee (LMC) which shall be a standing committee for the duration of this Agreement.
- B. The LMC shall meet at least quarterly at mutually agreed upon time and place.
- C. The Union President, or designee and the Human Resources Director, or designee shall be members of the LMC and shall each appoint three (3) additional members of the Committee.
- D. The LMC shall be free to address any topic of mutual interest or concern which affects working conditions of bargaining unit employees or furthers good labor management relations. It is understood and agreed that while the parties shall not be restricted in the topics to be addressed, with respect to clarification of intent of the terms of this Agreement other than set forth herein, neither the discussions nor the outcome thereof shall be considered or treated as constituting a binding agreement between the parties unless reduced to writing, specifically identified in the body thereof as constituting a Memorandum of Understanding as set forth in Agreement.
- E. The LMC is not empowered to negotiate any revisions or amendments to this Agreement.

ARTICLE 12. EMPLOYEE ASSISTANCE PROGRAM

Any employee of Santa Fe County may contact the Employee Assistance Program (EAP) to receive counseling for various reasons including but not limited to marriage problems, parenting skills, addictions, drug and alcohol problems, relationship issues and depression. The service is confidential, unless the employee is referred by a supervisor, in which case the supervisor will be informed only whether or not the employee has participated in and completed the mandated counseling. It is the employee's responsibility to seek assistance from the EAP prior to reaching a point where his or her judgment, performance, or behavior has led to possible disciplinary action. The availability of EAP is conditioned on sufficient County budget to cover the expense of EAP.

ARTICLE 13. CORRECTIVE DISCIPLINARY ACTIONS

Section 1. Just Cause Discipline

Bargaining unit employees may only be disciplined for just cause. Nothing in this Agreement shall prevent the employer from disciplining bargaining unit employees. Within ten (10) business days of the discovery of the facts upon which the discipline is based, the employee shall be presented with the

proposed corrective/disciplinary action or notified that an investigation is in progress. The employer shall serve notice of the proposed corrective/disciplinary action within ten business days of the completion of the investigation.

Section 2. Confidentiality and Representation

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

Employees who do not wish Union representation during the disciplinary process shall acknowledge such in writing to the Employer.

Section 3. Disciplinary Action

A. The County subscribes to the concept of progressive discipline and it shall be practiced as a corrective measure whenever possible. However, there are instances when a disciplinary action, including dismissal, is appropriate without first having imposed a less severe form of discipline first. The conduct at issue in a prior discipline need not be similar to the conduct involved in a subsequent discipline to serve as the basis for progressive discipline.

B. Delivery of Correspondence

For the purpose of the disciplinary process, the County will make an effort to hand-deliver any documentation, or correspondence related to the disciplinary process including but not limited to disciplinary action forms, memos, documents and correspondence and will be considered served immediately upon delivery. In cases where hand delivery is not practical, such materials will be delivered by mail or email. If delivered by mail, it shall be considered served three (3) days after mailing, if by certified mail, will be considered served on first date of attempted delivery by the U.S. Postal Service or upon receipt by email. For the purpose of this Section, days mean workdays to include Monday through Friday and not to include holidays or time when the County Administrative Offices are closed.

C. Forms of Disciplinary Action

1. Oral Warning/Reprimand

An oral warning reprimand is used to allow supervisors and employees the opportunity to discuss and correct minor infractions of performance, conduct or behavior.

Employees shall be notified that further instances may require more progressive discipline. An oral warning/reprimand shall not be placed in the employee's official Human Resources file.

2. Written Reprimand

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

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

3. Suspension without Pay

An employee may be suspended without pay for a single serious offense or for continued inadequate job performance or misconduct after previous attempt (s) to correct the conduct have failed. The following specific rules apply to suspensions without pay:

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

4. Demotions

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

5. Dismissals

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

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

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

1. The Elected Official/Department Director or designee will present the proposed disciplinary action to the employee.

2. The employee will be asked to acknowledge having received the recommended disciplinary action by signing the Disciplinary Action Report. If the employee refused to sign, a witness will attest in writing that the Disciplinary Action Report was presented to the employee for signature. The witness's signature or employee's signature indicates that the employee receive the Disciplinary Action Report, but does not necessarily indicate concurrence with its content. The employee will be given a copy of the disciplinary action report along with any accompanying documentation.
3. Where the recommended disciplinary action is a suspension without pay, demotion, or dismissal, the employee will be informed in writing of the pre-disciplinary hearing date upon being served with the recommended disciplinary action.

E. Administration Leave Pending Outcome of the Investigation.

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

Section 4. Pre-Disciplinary Hearing and Appeal Procedures

A. Applicability.

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

1. Pre-disciplinary Hearing Process.

2. For the purposes of this section, working days mean 12:00 a.m. through 11:59 p.m., Monday through Friday.

- a) The Human Resources Director or designee and Elected Official/Department Director or designee shall meet with the employee and the employee's representative, if any, at the appointed time, date, and location. At the pre-disciplinary hearing the employee shall have the opportunity to respond to the recommended disciplinary action. The County Attorney or designee may also be present. Pre-disciplinary hearings may be recorded and are not evidentiary hearings.
- b) The Human Resources Director or designee will issue a decision in writing within five (5) working days of the pre-disciplinary hearing. This decision is final. The Human Resources Director's decision shall include the employee's right to appeal his/her decision, to the County Manager, as per this section. The written decision shall be either delivered directly to the employee (obtaining employee's signature of receipt of the decision) be sent to the employee by certified mail, return receipt requested, mail, or by email. Failure to issue a decision by the deadline shall afford the employee six (6) days from the date of the pre-disciplinary hearing to appeal the supervisor's recommended discipline to the County Manager. Failure to timely

appeal shall result in the execution of the recommended discipline without the right to appeal.

B. Appeals to County Manager

1. Within five (5) days of a hand delivered notification or ten (10) days of a mailing of the Human Resources Director's decision, the employee or previous employee may appeal the decision of the Human Resources Director, to the County Manager, by delivering a notice of appeal to the Human Resources Director; the notice of appeal will then be forwarded by the Human Resources Director to the County Manager.
2. The County Manager or designee will render a written decision, based upon a review of all documentation, within twenty (20) working days of receipt of the employee's appeal request; provided, however, that the County Manager or his or her designee may, but is not required to, schedule a meeting to include the employee, the Union representative or licensed attorney, the supervisor who recommended the disciplinary action or designee, the HR Director or designee, and any other person the County Manager or designee deems appropriate before rendering a decision. The County Manager's or designee's decision will be delivered directly to the employee (obtaining employee's signature of receipt of the decision), be sent to the employee or Union representative by certified mail, return receipt requested or by email and mail. The County Manager's decision shall include the employee's right to appeal his/her decision, to a third party arbitrator.

C. Appeals to Third-Party Arbitrator.

1. Notice of Appeal

Within five (5) working days of their receipt of the County Manager's or designee's written decision, the employee or previous employee may appeal the County Manager's decision to a third- party arbitrator by delivering a written notice of appeal to the Human Resources Director. The notice of appeal will then be forwarded by the Human Resources Director to the County Manager.

2. Appeal Procedures.

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

ARTICLE 14. GRIEVANCE PROCEDURES

A. Purpose

The purpose of these grievance procedures is to secure, at the lowest possible administrative level, the resolution and remedying of alleged violations of this Agreement but does not include issues pertaining to disciplinary proceedings. There shall be no other forum or procedures for remedying violations of this Agreement other than the grievance procedures contained in this article.

B. Definitions

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

C. General Procedures

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

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

1. The parties encourage the resolution of disputes between affected bargaining unit employees and their immediate supervisors outside of the formal grievance procedures. To

be considered timely, however, the grievant must deliver a written "Notice of Grievance" to the immediate supervisor of the affected bargaining unit employee(s) and the Elected Official/Department Director in charge of the employee's department within the time limits set forth in Article 14.C.4. of this Agreement. Ten (10) days shall be allowed for the grievance to be resolved at the immediate supervisor level. The Elected Official/Department Director may, but is not required to, intervene at the immediate supervisor level to help resolve the grievance.

2. If the grievance is not resolved within ten (10) days of the date the Notice of Grievance is delivered to the immediate supervisor and the grievant desires to proceed to the next step in these procedures, the grievant must file a "Notice of Grievance" with the Human Resources Director within fifteen (15) days of the date when the notice of grievance was delivered to the immediate supervisor and Elected Official/Department Director or designee. No later than ten (10) days following receipt of the Notice of Grievance, the Human Resources Director or designee shall schedule a meeting to consider the grievance. The grievant and the Elected Official/Department Director or designee shall be entitled to bring documents and/or witnesses (at the expense of the party bringing the documents or witnesses) to the meeting in order to present evidence on their behalf. Each party shall have the right to cross-examine witnesses brought by the other party.
3. The Human Resources Director or designee shall render a written decision resolving the grievance within ten (10) days of the meeting.
4. The grievant may appeal the Human Resources Director's Decision to the County Manager by delivering a notice of appeal and all supporting documents to the County Manager, with a copy to the Human Resources Director, within ten (10) days of their receipt of the Human Resources Director's written decision. The County Manager or designee may, but is not required to, schedule a meeting within ten (10) days of their receipt of the notice of appeal, to which each party shall be entitled to bring documents. The County Manager or designee shall, within ten (10) days of the meeting or within ten (10) days of their receipt of the notice of appeal, whichever is later, render a written decision resolving the grievance.
5. The grievant may appeal the County Manager's or designee's decision to an arbitrator by serving a notice of appeal on the County Manager, with a copy to the Human Resources Director, within five days of their receipt of the County Manager's or designee's written decision. Such arbitration shall be in accordance with Article 16 of this Agreement.

E. Steps for Grievances by the County

1. The County initiates a grievance by delivering a Notice of Grievance to the Union President. The County and Union shall meet within ten (10) days to try and resolve the grievance.
2. If the grievance is not resolved within ten (10) days of the Union President's receipt of the Notice of Grievance, the County may seek resolution through the Public Employees Labor Relations Board. However, if the Public Employees Labor Relations Board declines or fails to resolve a matter submitted for resolution by the County, or the County chooses to proceed through arbitration instead, the County through the County Manager, may initiate arbitration by serving a demand for arbitration on the Union within twenty (20) days of the

date on which the Public Employees Labor Relations Board declines or fails to resolve a matter submitted for resolution by the County. Such arbitration shall be in accordance with Article 16 of this Agreement. As a preliminary step prior to arbitration, the County may, with the consent of the Union, initiate mediation in accordance with section F below. Mediation must be completed within fifteen days after the County and Union meet to try and resolve the grievance. If mediation is attempted and unsuccessful at resolving all issues, the County may commence arbitration within twenty (20) days of the mediation.

F. Miscellaneous

1. No reprisal or retaliation by any party shall be taken against any person who participates or is a witness in a grievance proceeding.
2. A grievant may be accompanied or represented by the Union and at any hearing or meeting conducted under these grievance procedures at their own cost.
3. A bargaining unit employee, acting individually, may present a grievance without intervention of the union, provided the grievance must be processed in accordance with this Agreement. An adjustment made shall not be inconsistent with or in violation of this Agreement. The Union must be notified of the resolution of the grievance.
4. If the grievance affects a group of two (2) or more bargaining unit employees or involves an action or decision by the County or the Department Head that has a County wide or department wide impact, the Union may submit the grievance on behalf of the effected bargaining unit employees.
5. All documents related to a grievance shall be maintained as a separate file from an employee's personnel file.
6. All grievances and grievance responses shall be filed and processed in accordance with this Agreement.
7. The processing of grievances by the Union and/or bargaining unit employees shall be conducted on non-County paid time unless otherwise agreed by the parties.
8. Grievances may be withdrawn or modified by the Union at any step of the grievance procedure.
9. Tape recorders or other electronic devices may be used by any party participating in the grievance, provided notice of the use of the recording device is provided to the other party prior to commencement of the proceeding, and provided a copy of the recording is provided to the other party if requested at the requesting party's expense.

ARTICLE 15. ARBITRATION

The parties are prohibited from violating written agreements in force, which were negotiated in accordance with the Public Employee Bargaining Act. Any controversy concerning an alleged contract violation or disciplinary action of suspension, demotion, or dismissal may be submitted for binding arbitration.

A. Initiation of Arbitration.

The County and the Union agree to pursue settlement of issues before proceeding to binding arbitration.

Bargaining unit employees and/or the Union initiate arbitration by delivering a Notice of Appeal, in accordance with this agreement. The County initiates arbitration by serving a Demand for Arbitration concerning grievances, in accordance with this agreement. If an employee initiates arbitration without the union, the employee is responsible for all related costs.

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

1. The party initiating arbitration shall request a list of seven (7) names from the FMCS within five (5) calendar days of the date of the meeting to pursue settlement of issues before proceeding to binding arbitration and will bear the cost for the list. The party initiating the arbitration must deliver a copy of the list to the non-requesting party within twenty-four (24) hours of receipt. An arbitrator shall be selected within five (5) business days of receiving the list.
2. Each party will strike one (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.

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, nor 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 employee 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 employee 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.

- H. Failure to meet any of the timelines set forth in this article shall be deemed abandonment of the arbitration process.
- I. Failure to conduct the arbitration within six (6) months of filing the request shall be deemed abandonment of the arbitration process, except as mutually agreed to by the parties in writing.

ARTICLE 16. LEAVE OF ABSENCE

Section 1. Annual Leave Eligibility

Each bargaining unit employee is eligible to accrue annual leave. Annual leave may be used after it has been accrued upon the approval of the employee's supervisor.

Section 2. Requesting Annual Leave

An employee seeking to take annual leave must submit a *Request for Leave Form* to his or her supervisor with notice consistent with annual leave requested. For example, if one day is requested, one day notice is required. The supervisor shall grant any reasonable request, but shall also consider the Department's workload, staffing levels and other job-related factors when deciding whether to grant the request.

Section 3. Personal Holiday

Bargaining unit employees shall be granted one (1) personal holiday equivalent to a normal work shift each year. Employees may not divide the personal holiday. Each personal holiday shall be used by the second Friday of each December.

Section 4. Sick Leave Eligibility

Each bargaining unit employee is eligible to accrue sick leave with pay to be used to attend medical appointments, for illness or injury, or to care for an ill or injured immediate family member. For purposes of this section, an "immediate family member" is defined as a spouse, child, parent, sibling, grandparent, grandchild, step-parent, step-child, step-sibling, foster child, father-in-law, mother-in-law, son- and daughter-in-law, brother and sister-in-law, domestic partner, domestic partner's child, and domestic partner's parent.

Section 5. Accrual of Sick Leave

Each bargaining unit employee accrues sick leave for each hour actually worked excluding overtime and for each hour paid at 0.0385 per hour worked.

Section 6. Requesting Sick Leave

Employees who are unable to report to work due to illness or injury are required to speak to their supervisor at least 30 minutes before the scheduled start of the shift, unless otherwise specified by the Division Director, Department Director/Elected Official. If an employee has a planned doctor's appointment, the employee shall request the time off at least two days prior to the appointment. If an employee is absent from work for three or more consecutive days due to illness or injury, a physician's statement may be required to verify the illness or injury, estimate its duration or certify that the employee may safely return to work. Employees may use sick leave only for the reasons set forth in the applicable section of this handbook. Use of sick leave for other reasons is not permitted. In the event the County has reason to believe that an employee is using sick leave for other reasons, the employee may be required to provide a statement from a physician for each day sick leave is claimed. Abuse of sick leave may be grounds for disciplinary action, up to and including termination.

Section 7. Sick Leave Incentive

Bargaining unit employees who use (8) eight hours of sick leave or less from January 1 through June 30, shall receive (8) eight hours of additional annual leave. Bargaining unit employees who use (8) eight hours of sick leave or less from July 1 through December 31 shall receive (8) eight hours of additional annual leave.

Section 8. Bereavement Leave

Each bargaining unit employee shall be eligible to use up to three (3) days of bereavement leave with pay in the event of the death of an immediate family member. For purposes of this section, an "immediate family member" is defined as a spouse, child, parent, sibling, grandparent, grandchild, step-parent, step-child, step-sibling, foster child, father-in-law, mother-in-law, son- and daughter-in-law, and brother and sister-in-law, domestic partner, domestic partner's child and domestic partner's parent.

Section 9. Military Leave

Each bargaining unit employee who is a member or reserve member of the U.S. Armed Forces or a state militia group may obtain military leave with pay when ordered to duty with the armed forces. An employee shall provide the County with the orders. The duration of the paid leave is limited to that required by federal law, but the County Manager may approve additional leave. If the period of duty exceeds that required by federal law, the employee may use accrued annual leave, accrued compensation time, the employee's personal leave day or leave without pay for the duration of the employee's duty period. Upon return from military leave, an eligible employee is entitled to rights under the federal Uniformed Services Employment and Reemployment Rights Act of 1994.

Section 10. Court Duty

Each bargaining unit employee may take court leave with pay when required to serve as a juror or as a witness in any state or federal court at a time when the employee would normally be working, except in a matter unrelated to the performance of the employee's duties in which the employee is a litigant. An employee may not take court leave to litigate or testify against the County. If excused from duty by the court when work hours remain in the employee's work day, the employee shall return to work. If an employee elects to receive compensation for jury service from a court together with their ordinary pay, any compensation paid by the court to the employee less any mileage paid to them must be paid to the County. Employees shall be entitled to administrative leave when appearing during regularly scheduled work hours in obedience to a subpoena as a witness before a grand jury or court or before a federal or state agency except when litigating or testifying against the County. Fees received as a witness, excluding reimbursement for travel, shall be paid to the County.

Section 11. Family and Medical Leave

The Federal Family Medical Leave Act (FMLA) provides for a leave of absence for a serious health condition, to fulfill family obligations relating directly to childbirth, adoption, or placement of a foster child, or to care for a child, spouse, or parent with a serious health condition, or "any qualifying exigency (as the Secretary [of Labor] shall, by regulation, determine) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation." It also is to permit a spouse, son, daughter, parent, or next of kin to take up to twenty-six (26) workweeks to care for a "member of the Armed Forces including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness."

An employee must request Family and Medical Leave on a form provided by the Human Resources Division. Each eligible employee is entitled to take up to twelve (12) weeks unless otherwise stated, of Family and Medical Leave during a twelve month period. Eligibility is determined by reference to Federal law. If an employee has questions concerning eligibility, he or she should consult the Human Resources Division. Employees requesting family leave are required to provide a statement from a health care provider, on a designated Human Resources form, concerning the need for such leave.

Family and medical leave is unpaid leave, except employees are required to use accrued annual leave, sick leave, personal holiday, and compensatory time. Family Medical Leave is concurrent with all other leave. During Family Medical Leave, the County will continue to pay its portion of the cost of any medical benefits that the employee had at the time the leave began. The employee shall pay to the County or appropriate company the portion of the premium the employee would have had to pay had he or she been working. Intermittent leave shall be granted in accordance with the FMLA.

Employees are prohibited from engaging in any employment elsewhere while on Family Medical Leave with Santa Fe County.

ARTICLE 17. HEALTH AND SAFETY

- A. Safety is an integral part of the responsibilities of every manager, supervisor, and employee. As such, it is the responsibility of all employees to report any unsafe conditions or equipment, to their immediate supervisor and higher authority utilizing the chain of command.
- B. The County and employees recognize their obligation to comply with all applicable Federal and State laws and guidelines relating to the health and safety of the Corrections Department. The employee realizes that when engaging in any and all activities, including emergencies, he/she shall exercise proper precautionary measures to avoid injury to self and others, and it shall be considered a disciplinary offense for any employee to disturb or in any way alter any other employee's equipment without prior knowledge and approval.
- C. Licensed Practical Nurses, Registered Nurses, and Nurse Practitioners will be provided a \$75 allowance for the purchase of shoes the first full pay period in January 2015.

ARTICLE 18. SPECIAL LICENSE AND CERTIFICATION

- A. The parties recognize that there are certain licenses and/or certifications required in order to be qualified to perform the duties of some classifications in the bargaining unit. It shall be the responsibility of each bargaining unit employee to be qualified for his/her position at all times. Employees who fail to maintain the required licenses and/or certifications for their positions may be terminated from their position.
- B. Bargaining unit employees who are required to maintain a license or certification to perform their job pursuant to the job description or by state or federal standards as determined by the County may be eligible for reimbursement for continuing education courses approved by the County for up to \$200.00 to be paid by June of 2015 for courses taken July 2014 through June 2015 and \$200.00 to be paid by June 2016 for courses taken July 2015 through June 2016.

ARTICLE 19. DRUG AND ALCOHOL TESTING

RANDOM TESTING Each holder of a Commercial Drivers' License (CDL) and each employee in a safety or security related position is subject to random drug and alcohol testing. A safety or security related position is one in which an employee operates equipment that is potentially dangerous to other employees or citizens of the County, one in which an employee has access to or dispenses drugs, one in which an employee works in a facility that requires the care of individuals, one in which an employee has access to or carries a firearm, or one in which an employee operates or maintains heavy equipment or coordinates, relays, or controls radio communication for law enforcement, fire or emergency medical services personnel.

TESTING ON REASONABLE CAUSE If there is reasonable suspicion to believe that an employee may be impaired by drugs or alcohol on the job, or if the employee is found with drugs or alcohol in the workplace, immediate drug or alcohol testing may be ordered. Reasonable suspicion exists when one's experience and training tends to indicate that a given person is under the influence of alcohol or a controlled substance. Acceptable indicators include, but are not limited to, odor of alcoholic beverage on the breath, slurred or incoherent speech, staggering walk, loss of physical coordination, bloodshot eyes, inability to successfully complete a field sobriety test, erratic behavior, unexplained or uncharacteristic irritability, excessive tardiness, poor work performance, arrest for drug/alcohol charges, or excessive unexplained absences from work.

PROCEDURE FOR TESTING ON REASONABLE CAUSE

STEP 1 In the event any County employee has reasonable suspicion to believe an employee may be impaired by drugs or alcohol while on the job, the suspected employee's supervisor must be notified. The supervisor or designee shall notify the Risk Manager and the Human Resources Director. A trained supervisor, County Risk Management personnel or Human Resources personnel shall then directly observe the employee's behavior and document any irregularities. If a test is ordered, the observer must document the specific indicators observed within forty-eight (48) hours and submit to the HR Director.

STEP 2 If reasonable suspicion exists, the employee shall be asked to execute a written consent for immediate alcohol or drug testing. Failure to consent to testing may be grounds for discipline, up to and including termination.

STEP 3 If reasonable suspicion exists, and consent is given, the employee shall be immediately transported for appropriate testing. Testing may include use of the breathalyzer or blood or urine testing. The employee shall be transported by a trained supervisor, the County Risk Personnel or the Human Resources Personnel to the testing location. Analysis of any samples collected will be performed by a laboratory selected by the County.

STEP 4 Following completion of testing, the employee will be placed on administrative leave with pay until the test results are available. The County shall transport the employee home.

STEP 5 If the testing discloses that the employee was not impaired by alcohol or drugs at the time of the test, the employee shall return to work. If the test discloses that the employee was not impaired at the time of the test but does disclose trace amounts of alcohol or drugs, or the test discloses that the

employee was impaired by alcohol or drugs at the time of the test, the employee may be placed on unpaid leave until a decision on continued employment is made by the Department Director and Human Resources Director.

VEHICLE ACCIDENTS If a County employee is involved in a motor vehicle accident while driving a County vehicle or while performing official duties in a private vehicle, the employee shall contact law enforcement immediately. The employee shall also request that the parties and properties involved remain at the scene of the accident until a law enforcement officer has released them. The employee's supervisor and Risk Management must be notified of the accident immediately. The employee shall refrain from making statements regarding the accident to anyone other than the investigating officer(s), County Attorneys, County Risk Manager, or representative of his or her own insurance company, if the employee's privately owned vehicle is involved. Drivers involved in the following types of accidents shall be immediately tested for use of drugs or alcohol:

- A. Where an individual dies;
- B. Where an individual suffers bodily injury and receives medical treatment at or away from the scene of the accident;
- C. Where a citation is issued;
- D. Where one or more vehicles incur substantial property damage; or
- E. Where the Risk Manager or HR Director deems appropriate

PARTICIPATION IN A TREATMENT PROGRAM An employee who is not terminated after a positive test result may be required to participate in an alcohol or drug treatment program through the Employee Assistance Program or another program, and comply with other conditions specified by the County as a condition of continued employment. Any employee who participates in such a program may, in addition to disciplinary action, be subject to other conditions of continued employment and shall be placed on leave without pay while participating in the program. However, an employee may be permitted to use accrued sick leave, annual leave, or compensatory time in lieu of unpaid leave while participating in the program. Upon successful completion of an agreed-upon treatment program, the employee shall be permitted to return to his or her position.

LOSS OF DRIVING PRIVILEGES If the results of a drug or alcohol test is positive, indicates that the employee was impaired, or that the employee was under the influence while at work, the employee shall not be permitted to operate any County vehicle (or operate any personal vehicle on County business), for a period of three (3) years, subject only to the exception below. If the loss of driving privileges makes the employee unable to perform his or her job, the employee may be terminated.

RESTORATION OF DRIVING PRIVILEGES An employee may be authorized to operate vehicles at the expiration of a one-year period from the date of a positive test if the employee: (1) has not been convicted of any traffic violation since the date of the positive test; (2) has a valid driver's license; (3) has performed satisfactorily in his or her position; (4) has completed a drug/alcohol use assessment by an agency of the County's choice; (5) has followed each recommendation made as a result of the drug use assessment; and (6) otherwise satisfies the County of the employee's sobriety and responsibility.

The decision whether to permit the restoration of driving privileges is discretionary on the part of the County and shall not be grievable.

RANDOM TESTING If an employee has had a positive drug test and has not been terminated, the employee will be subject to random testing for a subsequent period of two (2) years from the date of the positive test in addition to times when in a safety sensitive position which requires random testing.

DRUG AND ALCOHOL RELATED CONVICTIONS Any employee who is convicted of a drug or alcohol related criminal offense may be subject to severe disciplinary action up to and including termination. If not terminated, the employee may be required to undergo periodic random drug or alcohol testing, may be required to complete a course of alcohol or drug abuse treatment, or may be required to complete drug and alcohol abuse counseling through the Employee Assistance Program. Employees convicted of the unlawful sale or distribution of drugs in the workplace or while working will be immediately terminated under the federal Drug-Free Workplace Act. Any employee must notify the Santa Fe County Risk Manager of a criminal conviction for drug related activity occurring in the workplace within five (5) days of the conviction. Any employee who is convicted of an alcohol-related driving offense shall notify his or her supervisor of the conviction within five (5) days of the date of conviction. Failure to report such convictions may be grounds for discipline, up to and including termination.

SELF-IDENTIFICATION BY EMPLOYEE Any employee who suffers from drug or alcohol dependency should immediately seek the assistance of the Employee Assistance Program or the appropriate resources within the community. The employee may also wish to discuss the matter in confidence with his or her supervisor or the Human Resources Director. Each employee who suffers from drug or alcohol dependency is urged to seek help before being the subject of disciplinary action. An employee who requests referral to a drug or alcohol rehabilitation program prior to being randomly selected for drug or alcohol testing shall be referred to such a program without reprisal or disciplinary action, provided that the self-identification is not made to avoid disciplinary action. The employee shall be randomly tested during the rehabilitation period. A positive test shall be grounds for dismissal.

MOTOR VEHICLE OPERATION AND EMPLOYEE DUI'S Employees who have been charged with a DWI or DUI and who are required to drive to perform their job will be terminated if their driving privileges are suspended or revoked and if no accommodations for other duties can be made.

PERSONS CONVICTED OF DUI MAY NOT DRIVE If an employee is convicted of a DUI, the employee may be placed on unpaid leave until a decision on continued employment is made by the Department Director and Human Resources Director. It is the policy of Santa Fe County that any employee who is convicted of driving under the influence of an intoxicant such as alcohol or drugs shall not be permitted to operate any County vehicle (or operate any personal vehicle on County business), for a period of three (3) years, subject only to the exception set forth in this article. If the loss of driving privileges makes the employee unable to perform his or her job, the employee may be terminated.

REQUIRED REPORTING If an employee's driving privileges are suspended or revoked, or if the employee is required to use an interlock device, the employee shall be prohibited from driving any

County vehicle and shall immediately notify his or her supervisor. Any employee who fails to report a suspension, revocation, or mandatory usage of an interlock device may be subject to disciplinary action, up to and including termination. The County will not approve installation of an interlock device in any County vehicle.

DEFINITION For purposes of this policy, the word “conviction” includes a guilty plea, a no-contest plea, or an Alford plea.

ARTICLE 20. OVERTIME, COMPENSATORY TIME AND INCENTIVE PAY

- A. Working overtime is a condition of continued employment with the County. Overtime shall first be filled on a voluntary basis by seniority and then if there are no volunteers to work the overtime a reverse seniority process to fill it shall be used. Overtime shall be assigned by the County based on the needs of the County. Refusal to work overtime once assigned shall constitute just cause for disciplinary action. An employee shall not work overtime without prior written authorization from their first line supervisor. Leave is not time worked and shall not be counted as time worked for the purpose of computing overtime, except for holiday pay.
- B. For all bargaining unit employees, hours worked in excess of forty (40) hours in a regular work week shall be considered as overtime pursuant to Fair Labor Standards Act (FLSA). Overtime shall be paid at one and one half hours for each hour worked for covered employees after the maximum of eight (80) hours of compensatory time has been accumulated. Holidays covered under Article 24 will be counted as hours worked for overtime calculation purposes.
- C. A bargaining unit employee’s 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.)
- D. A bargaining unit employee who terminates his/her employment shall be paid for any unused compensatory time.

ARTICLE 21. ON-CALL TIME

Section 1. On-Call Pay

- A. On-call pay is compensation for certain employees who are specifically designated and required by their Department Director, Elected Official or designee to be available and ready to report for duty or to respond to a work related call during their time off for a minimum of twenty-four (24) consecutive hours to perform emergency or needed duties occurring outside of standard working hours.
- B. On-call compensation will be one (1) hour of compensatory time for each twenty-four (24) hours on-call. Employees will be considered on duty for the County from the time they leave home or when they receive a call until the work is complete. This time is considered actual worked time.
- C. An employee who is on-call is not required to remain at any particular location, and is free to engage in his or her own chosen activities so long as the following criteria are met:

1. The employee on-call shall ensure the pager, cell phone or other means of communication between the County and the employee is working properly
 2. Must call back within ten (10) minutes of receiving a call, and report to work in thirty (30) minutes if needed.
 3. Arrive in "fit" condition.
- D. On-call pay cannot be paid when an employee is on any type of leave.
- E. Each job classification that is FLSA exempt will not be eligible to receive on-call pay unless otherwise approved in advance by the Department Director or Elected Official and the Human Resources Director.
- F. Employees shall be considered to be on-call only when designated in writing and in advance by the employee's Department Director, Elected Official or designee.

ARTICLE 22. WAGES

Section 1. Cost of Living Adjustment

- A. Registered Nurses, Licensed Practical Nurses, Dental Assistants and Pharmacy Technicians in the bargaining unit shall receive a 2% cost of living adjustment effective the first full pay period after adoption of the contract by the Board of County Commission.

ARTICLE 23. SHIFT DIFFERENTIAL

- A. Licensed Practical Nurses and Registered Nurses whose normal schedule is the graveyard shift (6p.m.-6a.m., 7p.m.-7a.m., or 8p.m.-8a.m.) will receive shift differential pay of 2% of their hourly rate for hours worked.

ARTICLE 24. HOLIDAYS

- A. The following days shall be observed as holidays:

New Year's Day	January 1
Martin Luther King Day	3 rd Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Columbus Day	Second Monday of October
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
The Day after Thanksgiving	
Christmas Day	December 25 th

And other days officially designated by the County Commissioner or County Manager as a holiday for County employees. When the County Manager or Board of County Commissioners takes actions to authorize County employees to observe the aforementioned holidays on alternate days, those actions will not apply to bargaining unit employees. New holidays, as opposed to alternate days officially designated by the County Commission or County Manager as a holiday for County employees, shall be granted to bargaining unit employees.

- B. Bargaining unit employees scheduled to work on a holiday will receive holiday pay at straight time at the employee's regular hourly rate of pay for the normal regular hours worked and time and one half for all hours actually worked.
- C. Bargaining unit employees not scheduled to work on a holiday will receive holiday pay at straight time at the employee's regular hourly rate of pay for the normal regular hours worked.
- D. Bargaining unit employees will accrue vacation and sick leave in accordance with County policy.

ARTICLE 25. BENEFITS

- 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 the insurance, as defined in NMSA 1978, Section 10-7-4.2(B):

	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	75%	25%
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."

ARTICLE 26. COMPLETE AGREEMENT

- A. This Agreement is the complete and only agreement between the parties and replaces any and all previous agreements. There shall be no additional negotiations on any item, whether contained herein or not and whether contemplated by either party at the time of negotiations or not, except by written mutual agreement of the parties.

- B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and 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. Therefore, the County and the Union, for the life of this Agreement, each voluntarily and without qualification waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. All items in this financial package are contingent upon sufficient budget appropriations.

ARTICLE 27. TERM OF AGREEMENT

This Agreement will become effective upon ratification by the bargaining unit and County Commission and signature by the Union President and County Manager, or receipt of an impasse arbitration decision, whichever is later, and shall remain in effect until December 31, 2016 with the exception of the Wages article and one (1) non-economic issue, which may be opened for negotiation on the second year of this agreement and the Wages Article which may be reopened no earlier than January 2016.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 28 day of October, 2014.

SANTA FE COUNTY

Daniel W. Mayfield, Chairperson
Santa Fe Board of County Commissioners

**AFSCME COUNCIL 18 (REFERRING TO THE BARGAINING UNIT AS LOCAL 1413-M)
SANTA FE COUNTY, NEW MEXICO**

Jessica Narvaiz, President AFSCME Local #1413-M



Rob Trombley, AFSCME Council 18, Public Safety Coordinator

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

Date

APPROVED AS TO FORM:

Gregory F. Shaffer
Santa Fe County Attorney

Date



