

**AMENDMENT NO. 2
TO
COLLECTIVE BARGAINING AGREEMENT
BETWEEN SANTA FE COUNTY AND
THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES (AFSCME),
NEW MEXICO COUNCIL 18, LOCAL 1413**

THIS AMENDMENT is made and entered into as of this 13th day of June, 2023, by and between **Santa Fe County**, a political subdivision of the State of New Mexico (hereinafter referred to as "the County") and the **American Federation of State, County, and Municipal Employees, New Mexico Council 18, Local 1413** (hereinafter referred to as "the Union").

WHEREAS, the County and the Union entered into the Collective Bargaining Agreement (CBA) effective January 25, 2022 to August 31, 2026; and

WHEREAS, Amendment 1 to the CBA was adopted in June of 2022, and amended Article 23, Wages, to increase the pay scale and compensation for Corporals by three percent (3%), effective the first full pay period in July; and

WHEREAS, the FY2024 interim budget includes a six percent (6%) cost of living adjustment (COLA) and the parties desire to enter into a contract amendment implementing that COLA contingent upon New Mexico Department of Finance and Administration's approval of the interim budget; and

WHEREAS, the parties agree that despite the fact that the CBA is not open for negotiation, due to ongoing staffing shortages, in an effort to further increase recruitment and improve retention, thirteen detention officer positions and one case manager position will be eliminated, and the budget allocated for those positions shall be used to augment compensation for bargaining unit positions; and

WHEREAS, the parties further agree that in furtherance of their aforementioned objectives, they would like to include within the CBA a provision offering an opportunity for referral bonuses for bargaining unit employees; and

WHEREAS, the parties further desire to end the sick leave incentive set forth in Article 15, Leave of Absence because it discourages employees from utilizing sick leave, and in lieu of that program would like to allow for the use of sick leave in increments smaller than half an hour; and

WHEREAS, the parties agree that as a method of improving recruitment of lateral hires, Article 23, Wages, should be amended to allow for years of experience within three years of the date of hire to be considered in placing the lateral hire on the pay scale.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. If a six percent COLA for employees who are not part of a bargaining unit, which was included in the interim FY2024 budget, is approved by DFA, then Article 23, Section A, is amended to add the following:

“Commencing at the start of the first full pay period in July of 2023, or the first full pay period following adoption of this amendment, whichever is later, all bargaining unit employees except corporals, shall be paid in accordance with the pay scale attached hereto as Exhibit A, and all provisions of the CBA governing the pay scale shall now apply to Exhibit A. In accordance with Article 23, Section G, Exhibit A reflects a six percent (6%) cost of living increase which was included in the preliminary FY2024 budget, in addition to the allocation of the budget made available by elimination of the thirteen detention officer positions and the case manager position. The thirteen positions shall be removed from the Tool”

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2. If the amendments set forth in Paragraph 1 above are implemented, then Article 23, Section C, is amended to add the following:

“Corporals shall have their hourly rate of pay adjusted to \$28.11 per hour, which includes the six percent (6%) COLA, effective the first full pay period in July or the first full pay period following adoption of Amendment 3, whichever is later.”

3. Article 23, Wages, Section B, of the CBA is amended to add the following:

“For lateral hires joining the Adult Detention Facility after the date of adoption of Amendment No. 3, if they worked as a correctional officer within three years prior to their date of hire, Santa Fe County shall recognize their consecutive years of service in their current rank or most recent rank, for purposes of placement on the pay scale attached hereto as Exhibit A.

For example, if a sergeant with three (3) years of experience as a sergeant with the New Mexico Corrections Department was hired as a Sergeant at the Adult Detention Facility, their salary would be based upon three years of service in the rank of Sergeant. If that same hypothetical sergeant had ceased working as a Sergeant at the New Mexico Corrections Department one year prior to their hire date at Santa Fe County, their salary as a sergeant at the Adult Detention Facility would still be based on their years of service in the rank of Sergeant while at the New Mexico Corrections Department.

Qualifying external hires, offered a lower ranked position than that individual last held at another correctional organization, will have their experience at or above their new rank recognized, for purposes of placement on the pay scale, provided they have worked as a correctional officer within the last three years. For example, an individual who has been working at the New Mexico Corrections Department as a corporal for three years,

and as a detention officer for two years, will be placed on the pay scale when hired as a detention officer, with recognition of five years of prior experience.”

4. Article 23, Wages, of the CBA is amended to add the following Section I:

“I. Referral Bonus Program. The following referral bonus program is intended to address current staffing shortages throughout Santa Fe County, and to aid in retention of bargaining unit employees.

1. Definitions:
 - a. “Eligible Positions” are all vacant Santa Fe County positions.
 - b. “Referred Employee” means an employee hired into an Eligible Position after the effective date of Amendment No. 2 to the CBA, who indicates on the employee’s application for employment that they were referred by an employee in the bargaining unit.
 - c. “Referring Employee” is an employee in an AFSCME 1413 bargaining unit position who is identified on an application for an Eligible Position as having referred the Referred Employee.
2. A Referring Employee may be eligible for up to \$1,000 as a referral bonus payable as follows:
 - a. Five hundred dollars (\$500) payable within fourteen days after the end of the pay period in which the Referred Employee completes six months of continuous employment in an Eligible Position; and
 - b. Five hundred dollars (\$500) payable within fourteen days after the end of the pay period in which the Referred Employee completes twelve months of continuous employment in an Eligible Position.
3. Each portion of the referral bonus paid to a Referring Employee shall be excluded from any calculation of their regular rate of pay.
4. The referral bonus provided for herein will be subject to FICA and income tax withholdings. The referral bonus provided for herein shall be included in the salary reported to the Public Employees Retirement Association and the Retiree Health Care Authority as non-PERA eligible wages.
5. Referring Employees are prohibited from engaging in recruitment activities during working hours, devoting significant time to recruitment, and may only recruit among friends, relatives, neighbors and acquaintances as part of their social affairs.
6. Referring Employees are not required to be on the payroll to receive their referral bonus.
7. A bargaining unit employee who becomes a Referring Employee under the Santa Fe County Temporary Referral Bonus Policy prior to completing their probationary period shall be entitled to receive any referral bonus which becomes due following completion of the probationary period.
8. Employees can become eligible for referral bonuses through August 31, 2026. Termination of this CBA shall not terminate a Referring

Employee's eligibility to receive a Referral Bonus if the Referred Employee commenced work for Santa Fe County prior to September 1, 2026."

5. Article 15, Leave of Absence, Section 2, of the CBA is replaced with the following:

"Section 2. Sick Leave

Effective the first full pay period in July, 2023, bargaining unit employees may utilize sick leave in increments smaller than half hour increments."

6. Article 25, Insurance, of the CBA, shall be amended to add the following to subsection (A):

Effective January 1, 2024, the following contributions to the cost of insurance shall be in effect for bargaining unit employees:

	County's Contribution	Union Employee's Contribution
Employees who earn \$37,100 annually or less annually	80%	20%
Employees who earn \$37,100.01 to \$79,500 annually	75%	25%
Employees who earn more than \$79,500 annually	70%	30%

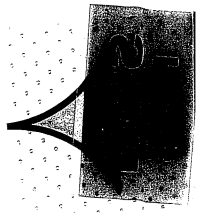
7. All other provisions of the CBA not specifically amended by Amendments 1 and 2, shall remain in full force and effect.

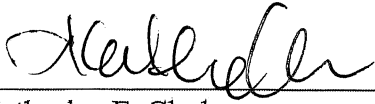
IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 this day of
, 2023.

**BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY**

By: 
Anna C. Hansen, Chair

ATTESTATION:



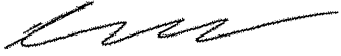


Katharine E. Clark
Santa Fe County Clerk

06/10/2023
Date



APPROVED AS TO FORM:



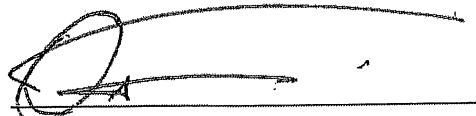
Jeff Young, Santa Fe County Attorney

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

A handwritten signature in black ink, appearing to read "Sam Chavez", followed by the date "6-13-2008". The signature is written over a horizontal line.

Sam Chavez

AFSCME COUNCIL 18 Representative

A handwritten signature in black ink, appearing to read "Oscar Rojas", followed by a horizontal line. The signature is written over a horizontal line.

Oscar Rojas, President

AFSCME Local 1413

Exhibit A

**Santa Fe County
Corrections Pay Scale**

Jul-23

Years	Detention Officer	Sergeant	Lieutenant	Booking Clerks	Case Managers	Therapists
0	26.00	30.14	35.77			
1	26.00	30.14	35.77	24.77	23.53	31.61
2	26.00	30.14	35.77	24.77	23.53	31.61
3	27.44	32.00	37.01	25.39	24.15	32.78
4	27.44	32.00	37.01	25.39	24.15	32.78
5+	28.88	33.56	37.01	25.39	24.15	33.95

