



Agreement Between Santa Fe County
and the
Santa Fe County Firefighters Association
Local 4366
International Association of Firefighters
December 9, 2024 - December 31, 2028

Table of Contents

ARTICLE 1	AGREEMENT AND RECONGITION	1
ARTICLE 2	UNION RIGHTS	1
ARTICLE 3	GRIEVANCE PROCEDURE	2
ARTICLE 4	ARBITRATION	4
ARTICLE 5	DISCIPLINARY ACTION	6
ARTICLE 6	LABOR MANAGEMENT COMMITTEE	11
ARTICLE 7	HEALTH AND SAFETY	12
ARTICLE 8	MANAGEMENT RIGHTS	13
ARTICLE 9	DUES DEDUCTION	14
ARTICLE 10	LEAVE OF ABSENCE	14
ARTICLE 11	PROMOTIONS	15
ARTICLE 12	ACTING IN CAPACITY	17
ARTICLE 13	SCHEDULING AND STAFFING	18
ARTICLE 14	OVERTIME	19
ARTICLE 15	FILLING OF VACANCIES	20
ARTICLE 16	TRAINING	20
ARTICLE 17	PHYSICAL FITNESS PROGRAM	23
ARTICLE 18	SENIORITY	24
ARTICLE 19	LIGHT DUTY	25
ARTICLE 20	TAKE HOME VEHICLES	26
ARTICLE 21	CALL BACK FOR BARGAINING UNIT EMPLOYEES	26
ARTICLE 22	OUTSIDE EMPLOYMENT	26
ARTICLE 23	DRUG AND ALCOHOL POLICY	26
ARTICLE 24	INSURANCE	29
ARTICLE 25	RETIREMENT	30

Table of Contents

ARTICLE 26	HOLIDAY	30
ARTICLE 27	ANNUAL LEAVE	31
ARTICLE 28	SICK LEAVE	32
ARTICLE 29	PERSONAL LEAVE	33
ARTICLE 30	BEREAVEMENT LEAVE	33
ARTICLE 31	ADMINISTRATIVE LEAVE	34
ARTICLE 32	WAGES	34
ARTICLE 33	COMPLETE AND ENTIRE AGREEMENT	36
ARTICLE 34	TERM OF AGREEMENT	37
EXHIBIT A	PAYSCALE	

ARTICLE 1 AGREEMENT AND RECOGNITION

- A. The parties to this Agreement are Santa Fe County ("Employer" or "County") and the Santa Fe County Firefighters Association, Local 4366, International Association of Firefighters ("Union").
- B. The purpose of this Agreement is to maintain harmonious relations between the Employer and the Union, to provide terms and conditions of employment for employees covered hereunder and to provide a means of amicable and equitable resolution of any and all differences or grievances which may arise under the provisions of this Agreement, all of which the parties hereto believe and affirm will assure the welfare and benefit of the people of Santa Fe County.
- C. The Employer recognizes the Union as the sole and exclusive representative in all matters establishing and pertaining to wages, hours, and other terms and conditions of employment for all employees in the bargaining unit. Classified non-probationary positions covered are Firefighters/EMT Basic, EMT Intermediate, Engineers, Paramedics, Lieutenants, Shift Training Captains, Station Captains, Fire Protection Specialists I and II.

ARTICLE 2 UNION RIGHTS

- A. The parties agree that the Union has the right and duty, without interference, restraint, or coercion, to represent the interest of employees in the bargaining unit, regardless of membership, so long as that representation does not interfere with the operation of the department. In exercising that right, the following provisions shall apply:
 - 1. The Union may use the County's or department's non-confidential e-mail for the dissemination of Union literature or correspondence.
 - 2. The Union shall not use County equipment, property, or other resources including time or materials for Union business. However, the Union may request the use of County apparatus and equipment for Union events that are mutually beneficial to the County and the Union, as determined by the Fire Chief, if the County Manager gives final approval, and only when such events are permissible in accordance with the laws and policies which govern Santa Fe County, including but not limited to the anti-donation clause of the New Mexico Constitution.
 - 3. The County shall make available to the Union upon its request any public information in accordance with applicable law.
 - 4. The parties agree that the Union has the right to represent employees during the formal disciplinary process and at meetings the employee reasonably believes could result in disciplinary action so long as that representation does not interfere with the operations of the County.

5. The Union may request to utilize County facilities to conduct Union meetings in accordance with County policy.
 6. The Union and its members who are on duty may engage in personal communication in accordance with County policy after all duties have been completed and bargaining unit employees must remain subject to responding to calls for service. The union and its members agree that emergency response is the number one priority of the SFCFD, and shall not cause any interference or delay in the delivery of services.
- 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 during the month of July. The parties recognize that the exercise of these rights shall not interfere with the delivery of services.
- C. The Union shall inform the employer, in writing, by January 1 of each year, of the names of its officers designated to represent the Union or at any time of a change in officers. Only persons so designated will be accepted by the employer as representatives of the Union.
- D. The County and the Union shall be afforded applicable rights guaranteed by the U.S. Constitution, NM Constitution, the New Mexico Public Employees Bargaining Act and this Agreement. Bargaining unit employees shall be entitled to all the rights and benefits specifically delineated in this Agreement.

ARTICLE 3 GRIEVANCEPROCEDURE

- A. The purpose of this procedure is to secure at the lowest possible level, mutually satisfactory resolutions to grievances, which may arise during the term of this Agreement and are subject to resolution under this Agreement.
- B. A "grievance" is defined as a charge by either party to this Agreement that the other has violated one or more expressed provisions of this Agreement.
- C. A "grievant" is defined as the person or entity claiming a violation has occurred and may be a bargaining unit employee, a group of bargaining unit employees, the Union or the County.
- D. As used in this Article, "days" shall mean workdays (Monday through Friday) and shall not include holidays or time when the County Administrative Offices are closed.
- E. A written grievance must contain a statement of the grievance, the name of the employee(s), the supervisor/administrator alleged to have committed the violation, the circumstances and facts upon which it is based, the date of the alleged violation, the specific section of this Agreement allegedly violated, and the specific remedy being sought. Statements such as "to be made whole" shall not constitute sufficient notice of the remedy being sought by the grievant.
- F. Grievances on behalf of the County shall be initiated by serving the grievance on the Union President or designee.

- G. Failure to serve a grievance within ten (10) days following the discovery of the act, or the condition which gave rise to the grievance will constitute forfeiture of the right to grieve. Furthermore, any grievance determination not appealed to the succeeding level within the time limits expressed herein shall be considered as closed. Deficiencies in the content of the grievance shall constitute abandonment of the grievance.
- H. When the parties, in writing, mutually agree, the time limits expressed herein may be extended. A grievance may be withdrawn at any step of this procedure by the grievant.
- I. Should either party fail to respond to a grievance within the time limits expressed herein, the Union/grievant may appeal to the next level of the grievance procedure within the time limits set forth as if the County had timely responded.
- J. Nothing herein contained shall be considered as limiting the rights of an employee to discuss or process his/her grievance as an individual. An employee or the County may be represented by a union representative and/or an attorney at any step of the grievance or arbitration procedure.
- K. Grievances shall be presented as outlined below:

A grievant is encouraged to resolve a potential grievance informally within the ten (10) day time limit to serve a grievance at Step One. An issue may also be brought to the Labor Management Committee within this time frame.

Step One -A bargaining unit employee who believes that he/she may have a grievance, shall serve a written grievance with the employee's immediate supervisor next in the chain of command and not a participant in the alleged contract violation. The recipient of the grievance shall schedule a meeting, during which the parties will attempt to resolve the grievance. The meeting shall be held within five (5) days of service of the grievance. If the matter is not resolved to the satisfaction of the employee within ten (10) days of serving of the grievance, the employee may serve a written grievance at Step Two.

Step Two -Within ten (10) days of the serving of the grievance at Step One, the written grievance must be served on the Fire Chief. At the time of personal service, the employee or Union Representative shall schedule a grievance meeting with the Fire Chief or designee. This meeting shall be held within five (5) days following service of the grievance, to discuss the grievance, and attempt a resolution. The Fire Chief or designee will provide a written response to the grievance within ten (10) days following the meeting to discuss the grievance. If, in the opinion of the employee or the Union Representative a satisfactory settlement is not obtained within ten (10) days of the date of the Fire Chief's or designee's response, the employee or Union Representative may serve a written grievance at Step Three.

Step Three-

- a. Within ten (10) days of service of the decision of the Fire Chief or designee at Step Two, the written grievance must be served on the Human Resources

Director.

- b. At the time of personal service, the employee or Union Representative shall schedule a grievance meeting with the Human Resources Director or designee. This meeting should be held within five (5) days following receipt of the grievance, to discuss the grievance, and attempt a resolution. The Human Resources Director will provide a written response to the grievance within ten (10) days following the meeting to discuss the grievance. If, in the opinion of the employee or the Union Representative a satisfactory settlement is not obtained within ten (10) days of the date of the Human Resources Director's response, the employee or Union Representative may serve a written request for Arbitration on the Human Resources Director.

L. Grievance Process for the County

Step One- The County shall serve a written grievance on the Union President requesting a meeting. If the matter is not resolved to the satisfaction of the county within ten (10) days of the serving of the grievance, the County may proceed to Step Two.

Step Two- If resolution is not reached the County may serve a written request for arbitration on the Union President.

M. This article shall not be utilized to dispute or alter disciplinary action decisions.

ARTICLE 4 ARBITRATION

A. This procedure shall be the sole and exclusive method for resolving any and all claims arising from the suspension, demotion, or discharge of an employee or the alleged violation of this Agreement when such claims are not resolved through the grievance process. This Article does not preclude an employee from filing a complaint with the Equal Employment Opportunity Commission (EEOC) on matters within the EEOC's jurisdiction.

1. Prior to a request for binding arbitration the procedure for the settlement of the grievance or disciplinary appeal process must have been exhausted.
2. If the aggrieved party is the Union, employee or past employee, they must serve a request for arbitration on the Human Resources Director (or if the County is seeking arbitration, with the employee or Union), within ten (10) days from completion of the final grievance step or completion of the disciplinary process. Failure to serve a request for arbitration is a waiver of the right to arbitrate.
3. Within ten (10) days from receipt of the request for arbitration, the party seeking arbitration will submit the form seeking a list of seven arbitrators to FMCS and a copy to the other party. The parties agree to

the following special requirements for an arbitrator: Select panel from Region; Organization or Certifications - Attorney; and Issue Specialization - Labor and Employment. During this ten (10) day period or such extended period to which the parties may mutually agree, the parties may mutually agree upon an arbitrator. Failure to timely submit the form shall constitute waiver of the right to arbitrate.

4. For the purpose of this Article, days mean workdays to include Monday through Friday and not to include holidays or time when the County Administrative Offices are closed. The parties will make an effort to hand-deliver any documentation or correspondence related to the arbitration process, which will be considered served immediately upon delivery. In cases where hand delivery is not practical, such materials will be mailed certified, return receipt requested and will be emailed to the Human Resources Director or to the bargaining unit employee if the County has a personal email address, with a copy emailed to the Union President, and will be considered served effective when the document or correspondence is delivered to the United States Postal Service for delivery.

B. The County and the Union shall select an arbitrator in the following manner:

1. Each party will strike one (1) name alternately until a single name remains and the remaining name shall be the Arbitrator. The parties shall flip a coin to determine the striking order.
2. If necessary, the County shall write to the arbitrator to advise that they have been selected to conduct the arbitration, providing the arbitrator with a copy of this Article governing arbitration and contact information for both parties. A copy of the written communication shall be simultaneously served on the employee and Union President.
3. The arbitrator shall not begin work on the arbitration until the arbitrator has received a purchase order from Santa Fe County or is under contract with Santa Fe County.

C. 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 or submission of briefs, whichever is later. Arbitration shall be conducted according to the rules established by the FMCS.

D. The grievant, e.g. the party alleging the violation of this Agreement, shall have the burden of proof in grievances. The County shall have the burden

of proof in disciplinary actions. The party with the burden of proof shall present its case first. The standard of proof shall be preponderance of the evidence. At the hearing, the parties may offer evidence that is relevant to any issue being considered by the arbitrator. The arbitrator shall be the judge of the relevancy of the evidence offered. Legal rules of evidence shall not strictly apply.

- E. The cost of an arbitrator shall be shared equally by the parties. Each party will be responsible for compensating its own witnesses and representatives. The arbitrator may require each of the parties to place in the arbitrator's trust account in equal amounts an amount determined by the Arbitrator, not to exceed four thousand dollars (\$4,000), to be applied to the arbitrator's fees, expenses, and costs. If the fees, expenses, and costs exceed the amount in the arbitrator's trust account, the parties will share the additional fees, expenses, and costs equally. If the fees, expenses, and costs are less than the amount in the arbitrator's trust account, the unused escrow funds shall be divided between the parties.
- F. The Arbitrator shall have the authority to determine if there was just cause for any disciplinary action. However, in no case shall the arbitrator have the power to add to, nor subtract from, or modify this agreement, nor shall the arbitrator substitute the arbitrator's discretion for that of the employer where such discretion has been retained by the employer, nor shall the arbitrator exercise any responsibility or function of the employer. The arbitrator's decision shall be based upon the testimony and evidence presented at the arbitration.
- H. 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 the employee's damages. The arbitrator may not award attorney's fees, punitive damages, general compensatory damages, or costs.
- I. The Arbitration Award shall be considered an award issued under the provisions of the State's Uniform Arbitration Act.
- J. The hearing on the merits shall be tape recorded. Either party may arrange for the hearing on the merits to be recorded by stenographic means. The cost of creating a transcript shall be borne by the party requesting the transcription/stenographer.

ARTICLE 5 DISCIPLINARY ACTION

- A. Disciplinary actions will be based on just cause. Disciplinary actions shall be

consistent with governing laws and regulations and shall be taken without regard to race, age, religion, color, national origin, sex, sexual orientation, physical or mental disability, serious medical condition, or union membership or non-membership. No employee shall be disciplined for refusing to perform an unlawful act. Disciplinary actions shall be processed in a confidential manner.

- B. The primary purpose of disciplinary action is to train or correct performance or behavior that is below standards, or that is contrary to the Employer's interests, and to address violations of this contract or violations of County policies and procedures. Any supervisor may take disciplinary action against an employee pursuant to the supervisor's authority and consistent with the Agreement, the HR Handbook and the Fire Department's Standard's Manual.
- C. The County subscribes to progressive discipline, beginning with the least severe action necessary to correct the undesirable situation, and increasing in severity if the condition is not corrected. However, instances might occur when a disciplinary action, including dismissal, is appropriate without first having imposed a less severe form of discipline. The circumstances surrounding an offense, such as the severity of the misconduct, the number of times it has occurred, and any previous counseling, and the employee's disciplinary history, will inform the level of discipline. 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.
- D. Disciplinary actions include oral reprimand, written reprimands, suspensions, demotions and dismissals. An employee may attach a written response to any disciplinary action documented in the employee's personnel file. Timeframes for imposed discipline will commence on the date the final disciplinary action is served. Following are the types of disciplinary action that may be imposed:
 - 1. **ORAL REPRIMAND:** Used to correct minor infractions or performance deficiencies as identified by the employee's supervisor or higher ranking officer. An oral reprimand will be documented in writing and a copy given to the employee. An oral reprimand shall not be placed in the employee's official Human Resources File. Oral reprimands shall not be used as part of the progressive disciplinary process after twelve (12) months, provided no other disciplinary action has been commenced against the employee during the twelve (12) month period.
 - 2. **WRITTEN REPRIMAND:** Used to correct infractions or performance deficiencies as identified by the employee's supervisor or higher ranking officer. A written reprimand will be documented in writing in the employee's official Human Resources file and a copy given to the employee. A written reprimand is a permanent part of the HR file, but cannot be used as part of the progressive disciplinary process after twenty-four (24) months, provided no other disciplinary action has been commenced against the employee either related or unrelated during the twenty-four (24) month period.

3. **SUSPENSION WITHOUT PAY:** Suspensions shall not exceed thirty (30) working days. A suspension will be documented in writing in the employee's official HR file and a copy given to the employee. A suspension without pay is a permanent part of the official HR file, but cannot be used as part of the progressive disciplinary process after five (5) years, so long as (i) no other disciplinary action has been commenced against the employee during the five (5) year period other than oral reprimands and (ii) the suspension is not relevant to the later disciplinary action.
4. **DEMOTION:** A demotion will be documented in writing in the employee's official HR file and a copy given to the employee.
5. **DISMISSAL:** A dismissal will be documented in writing in the employee's official HR file and a copy given to the employee.

If extenuating circumstances exist, any of the time limits set out in this procedure may be extended, waived, or otherwise modified by written mutual agreement of the employee and the County.

- E. For the purpose of this Article, days mean workdays to include Monday through Friday and not to include holidays or time when the County Administrative Offices are closed. The parties 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, which will be considered served immediately upon delivery. In cases where hand delivery is not practical, such materials will be mailed, certified, return receipt requested and will be emailed by the Human Resources Director or designee to the bargaining unit employee if the County has a personal email address, with a copy emailed to the Union President, and will be considered served effective when the document or correspondence is delivered to the United States Postal Service for delivery.
- F. The County may initiate an investigation of an employee. Investigations shall be conducted in accordance with applicable state laws. Investigations shall be initiated within ten (10) business days of the discovery of the alleged or possible infraction. The employee will be notified in writing if an investigation is to be conducted; exceptions shall be made if an employee's safety or the integrity of the investigation could be compromised. Once an employee has been notified that an investigation is being conducted and if the employee is placed on administrative leave, their salary will be reclassified to a forty (40) hour work week at the current annualized salary. An employee may be placed on leave with pay during an investigation. During the time an employee is on paid administrative leave, they are required to return phone calls to the County within thirty (30) minutes and be available to report, in fit condition, within one and one-half (1.5) hours of being called by the County, to the worksite or other work related locations during the business hours of 8:00 am until 5:00 pm Monday through Friday with the exception of pre-approved leave in accordance with County policies. The Human Resources Director or designee can authorize an additional thirty (30)

minutes to report to the worksite or other work related locations at his or her discretion. Administrative leave will be reevaluated by the County biweekly. The employee has the right to have a Union representative of his or her choice during the meetings. 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. An effort will be made to complete the investigation in an expeditious manner and preferably within forty- five (45) calendar days. An employee will be notified in writing of the conclusion of the investigation.

- G. To initiate the suspension, demotion, or dismissal of a bargaining unit employee, the employee's supervisor will serve a Notice of Proposed Disciplinary Action (NPDA) signed by the Fire Chief to the employee within fifteen (15) working days of becoming aware of the incident that describes the basis for the proposed action, or within fifteen (15) working days of completion of an investigation. A copy of the NPDA shall be submitted simultaneously to the Human Resources Director. The NPDA will describe the conduct, actions, or omissions that form the basis for the proposed disciplinary action, give a general explanation of what evidence the County has, and set forth the date and time of the pre-disciplinary hearing.
- H. A pre-disciplinary hearing will be held within five (5) days of service of the NPDA. The purpose of the pre-disciplinary hearing is to provide the employee an opportunity to respond to the charges and is not an evidentiary hearing but an opportunity for the employee to present his or her side of the situation. The representative or bargaining unit employee may request that the pre-disciplinary hearing be postponed for a reasonable period of time, which request will be considered by the Human Resources Director. The pre-disciplinary hearing is a check against mistaken decisions and an opportunity to determine whether there are reasonable grounds to believe that the charges against the employee are true and support the proposed action. The employee has the right to have a Union representative of his or her choice during the hearing. The pre-disciplinary hearing shall be recorded by use of an electronic recorder. The employee's immediate supervisor, Fire Chief or designee, and the Human Resources Director or designee shall be present at the pre-disciplinary hearing. Within five (5) days following the pre-disciplinary hearing, the Human Resources Director or designee will serve a decision. The decision shall specify whether the proposed disciplinary action will be upheld, reduced or eliminated. The decision shall describe the conduct, actions, or omissions that form the basis for the disciplinary action and shall specify when the disciplinary action will be effective.
- I. If the bargaining unit employee or past employee wishes to appeal the disciplinary outcome of suspension, demotion or termination, he or she shall serve the Human Resources Director with a written appeal to the County Manager within five (5) working days from the date he or she was served with the Human Resources Director's decision. The County Manager will review all pertinent information and will either confirm, modify, or reject the disciplinary action. The County Manager may request additional information or documentation before rendering a decision. The County Manager will render a decision within ten (10) working days from the date of receipt of the appeal. The decision shall be served on the employee.

J. Copies of any documented disciplinary action other than an oral reprimand shall be furnished to the Human Resources Division for placement in the employee's file with the signature of the employee acknowledging receipt of the action, or a notation that the employee refused to sign the document or was unavailable to sign. All applicable disciplinary actions shall remain in the employee's official Human Resources file and shall not be removed except by order of a Court of competent jurisdiction or an Arbitrator, pursuant to the arbitration procedure contained in this Agreement.

K. Cause for disciplinary actions include, but is not limited to the following:

1. Unsatisfactory work performance.
2. Misconduct on the job; conduct or language toward the public or toward employees which discredits the public service.
3. Negligence in the performance of duty, including negligence in the operation of County vehicles or equipment or failure to adhere to established safety rules and procedures.
4. Incompetence or inefficiency; failure to perform job duties adequately.
5. Insubordination; failure to comply with the lawful orders of a supervisor, including refusal to work overtime.
6. Unauthorized absence from work, including tardiness.
7. Consumption, possession, or distribution of alcohol or drugs on the job, or reporting to work under the influence of alcohol or drugs or testing positive for any drug that is illegal under state or federal law or that has been used inconsistent with a valid prescription.
8. Acceptance of money, gifts, privileges or other valuable consideration which was given with the expectation of influencing the employee in the performance of the employee's duties.
9. Use of official position or authority for personal profit or advantage.
10. Misuse, theft, or destruction of County property.
11. Unauthorized disclosure of confidential information from County records or documents, as set forth by applicable state laws; falsification, destruction, or unauthorized use of County records, reports, or other data belonging to the County including County employment application, or any other document used in the employment process.
12. Unauthorized or fraudulent manipulation of time records or other County records.
13. For causes as defined in the Criminal Offender Employment Act, NMSA 1978, §28-2-1, et seq.
14. Violation of County or departmental rules or policies or a professional code of ethics accepted by those in the same profession as the employee; conduct unbecoming of a firefighter.
15. Non-cooperation by an employee with fellow employees or other personal conduct which substantially interferes with the performance of his or another employee's work; failure to cooperate in an investigation.
16. Misuse of sick leave; the claim of sickness under false or misleading pretenses.

17. Distribution of literature, vending, soliciting, or collecting contributions on County time and in public areas or cooperation with parties doing such without prior authorization of the County Manager.
18. Violation of any federal or state law pertaining to employment, including all civil rights statutes.
19. Failure to adhere to the established work schedule; failure to obtain authorization for overtime prior to overtime worked.
20. Failure to meet or maintain established job qualifications, as set forth in the job description, including maintaining a valid driver's license.
21. Other acts or omissions that adversely affect the welfare of citizens, other employees, or the effective operation of the County.
22. Unauthorized possession of a weapon on the job site.
23. Fighting, hazing, teasing and/or disruptive behavior in the workplace.
24. Off-duty conduct may be subject to discipline and may include conduct that damages the County's reputation and is sufficiently public in nature, renders the employee unable to do the employee's job effectively, makes co-workers unwilling or unable to work with employees, or is a serious breach of Criminal Code.
25. Hazing and teasing can lead to health and safety issues and therefore will not be tolerated and may lead to disciplinary action up to and including termination.

These examples are in no way intended to provide an exhaustive listing of the reasons for which an employee may be disciplined.

ARTICLE 6 LABOR MANAGEMENT COMMITTEE

- A. The purpose of the Labor Management Committee (LMC) is not to alter this agreement but to discuss issues of mutual concern that arise during the period of this agreement. The LMC shall discuss and attempt to develop solutions of labor management issues presented by either party to this agreement. The Labor Management Committee will consist of three (3) representatives appointed by the Union and three (3) representatives appointed by the County, two of which shall be representatives from Fire Department management and one (1) from the Human Resources Division. A quorum for a meeting will be two (2) representatives from each side. Appointees will serve for a one-year term commencing January 1st and may serve an unlimited number of terms.
- B. The LMC will meet once every three (3) months, during the first week of the quarter, unless a meeting is unnecessary. Either party may request additional meetings. The County appointees will draft the agenda for the first and third quarter, while the Union appointees will draft the agenda for the second and fourth quarter. The agenda will be provided to all the appointees at least ten (10) business days in advance of the meeting. Either party may add additional items to an agenda, provided such additions are made no later than five (5) business days before the meeting.
- C. The three (3) bargaining unit representatives will be paid at straight time for up to

two(2) hours for each quarterly meeting.

ARTICLE 7 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, equipment, or apparatus to their immediate supervisor and/or 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 Fire Department. The employee realizes that when engaging in any and all activities, including emergencies, they 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 personal safety equipment without prior knowledge and approval. This will exclude management's ability to inspect, repair or replace any equipment and/or PPE.
- C. The Union President may provide, in writing, a report and recommendation to the Fire Chief outlining concerns regarding personal protective equipment, firefighting equipment, fire department facilities, and /or fire apparatus. The Fire Chief or their designees shall respond in writing within ten (10) working days.
- D. The Union and Management recognize the firefighting profession requires each member to maintain a high degree of physical fitness for the safety of the individual and the citizens they serve and the benefit of a Wellness Fitness Initiative (WFI). The Fire Chief or designee will oversee the WFI. Health, wellness and safety issues may also be brought by the Union or the County to LMC meetings.
- E. S.E.N.A. (Mental Wellness Program)
 - 1. S.E.N.A stands for supporting employees needs actively. This acronym was established in honor of a fire fighter who lost his life in 2024.
 - 2. The Fire Chief or designee will establish a mental wellness program with input from the Union President. The Fire Chief will meet annually with the Union president to evaluate the program. A preliminary program will be operational within 12 months after the execution of this agreement.
 - 3. The parties recognize and desire to address the mental health impact of the firefighting profession, and this mental wellness program is intended to support the mental wellness and resiliency of the fire department's bargaining unit employees.
 - 4. Participation in the program is voluntary.
 - 5. The developed S.E.N.A program may include components such as, but not limited to:
 - a. A guideline that facilitates crew debriefs and individual counseling sessions with a third-party facilitator for incidents which are identified by guidelines as critical incidents;
 - b. Implementation of a trained peer support team. The resources allocated through this Agreement shall be utilized to train bargaining unit employees to be a part of the peer support team, in addition to implementing other elements of this program for the benefit of bargaining unit employees.
- F. The County will provide two (2) structural protective hoods for every bargaining unit

employee and replace on an as needed basis.

G. The County will maintain an adequate supply of structural turnout gear for bargaining unit members to have access to two sets of structural turnout gear. Gear will be distributed to on-duty bargaining unit members at the request of the on-duty Company Officer, including in the event the bargaining unit member needs to decontaminate some or all of their structural turnout gear after an emergency.

ARTICLE 8 MANAGEMENT RIGHTS

- A. Unless specifically limited by the provisions of this Agreement, the Public Employee Bargaining Act (NMSA 1978, §10-7E-1, et. seq.), or other law, management shall retain all rights concerning the management and operation of the County and the Fire Department, including, but not limited to, the right to:
1. Direct and supervise all operations, functions, and work of employees;
 2. Determine work locations as well as the methods, process, and manner of performing any and all work;
 3. Hire, promote, assign, transfer, demote, suspend, layoff, discipline, discharge, or terminate employees and establish and revise standards for same, including, but not limited to, qualifications for employment and the nature and content of personnel examinations;
 4. Take actions as may be necessary to carry out the functions and mission of the County and Fire Department in emergencies;
 5. Determine the type of services to be provided to the citizens of Santa Fe County
 - a. as well as by whom and when such services will be provided and
 - b. the equipment to be used;
 6. Determine staffing requirements and create, abolish, reallocate, or eliminate work units or positions. The County will offer to meet with the Union if there is ever an intent to reallocate or eliminate work units or positions for more than (30) days, in order to discuss the contemplated change. The County will advise the Union President in writing when a position will be abolished or created;
 7. Establish and revise schedules of work;
 8. Assign shifts, workdays, and hours of work;
 9. Evaluate employee work and performance and recommend corrective action to address areas that could be improved;
 10. Determine the location and operation of its facilities; and
 11. Determine the resources to be allocated to accomplish the various aspects of the Fire Department's duties and objectives.
- B. The County shall have the right to make such reasonable rules and regulations respecting the conduct of employees, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or efficient operations. The Union President will be notified of any proposed changes to rules, regulations, or policy prior to their implementation. The Union President may request a meeting of the Labor Management Committee to discuss such changes in accordance with Article 6, herein.

- C. Items not covered in this Agreement will be handled in accordance with the then current Human Resources Handbook or policies adopted by the Board of County Commissioners or County Manager. The Union will be advised of revisions to the HR Handbook addressing issues governed by PEBA prior to adoption. Any items not addressed by the collective bargaining agreement or the then current HR Handbook will be governed by the then current Santa Fe County Fire Department Standards Manual. If items are not covered in any of these documents, the item will be brought to the Labor Management Committee for discussion.

ARTICLE 9 DUES DEDUCTIONS

- A. The County recognizes the right of the Union to charge a membership fee -to members of the Union. The parties recognize that the employees may choose to join the union. It is also recognized that the employee may choose not to join the union. Membership or non-membership in the union is strictly voluntary.
- B. The County, upon receipt of a properly executed voluntary authorization form signed by a bargaining unit employee, will deduct from the employee's salary per pay period the number of dues certified in writing by the President of the Union. Such dues deductions shall be one (1) amount for all Union members and shall not include any penalties, assessments, or arrears payments.
- C. As soon as practicable after establishing necessary accounts and completing necessary forms, these dues shall be transmitted via ACH or other electronic means, biweekly to the Union along with a list of the eligible employees in the bargaining unit for whom deductions were made bi-weekly.
- D. Employees who desire to have dues deducted or cancelled may do so by submitting appropriate written notice that is signed and dated to the Human Resources Department fourteen (14) business days prior to the beginning of the pay period for which the action is to be effective. The Union may change the amount of dues deductions twice per calendar year by sending the request to the Human Resources Division.
- E. It is agreed that the County assumes no further responsibility in connection with this authorized deduction except to act as remitting agent in forwarding lists and deductions to the Union. The Union, its membership, and individual members of the bargaining unit agree to hold the County safe and harmless and pay for the defense related to any legal action concerning the deduction of the Union dues or failure to deduct Union dues.

ARTICLE 10 LEAVE OF ABSENCE

- A. An employee may submit a request to be placed on leave without pay to the County Manager. Leave without pay shall only be authorized by the County Manager.

During unpaid leave, an employee shall not accrue any benefits or leave. To the extent permissible by law, the County will not make any normal contributions to the employee's retirement, insurance, or benefit program during unpaid leave. Failure of an employee to report to work as required following the expiration of the employee's approved leave without pay shall be considered a voluntary resignation. A voluntary resignation, as set forth above, shall be processed in accordance with the disciplinary procedures for a termination.

- B. Family Medical Leave shall be granted in accordance with, and only to the extent required by, state and federal law.

ARTICLE 11 PROMOTIONS

- A. The County will hold an annual promotional process for the positions of Engineer, Lieutenant, and Station and Training Captains.
- B. Reference Material: The County will post a list of references from which test questions will be derived in advance of written promotional exams. The County also agrees to provide and maintain a set of applicable manuals and an electronic set of NFPA standards at the Administration building. Employees shall submit a letter of interest in the upcoming promotional process. Upon submitting a letter, the employees shall be loaned the required reference materials no less than thirty-days prior to the promotional process.
- C. Promotional Opportunity Announcement: A job announcement prepared by the Human Resources Division shall be posted on the County website. The announcement will contain a description of the minimum qualifications. The announcement will remain posted for at least fourteen (14) calendar days.
- D. Promotional List: Each promotional list shall be ranked based on selection process results with the highest result listed first. Employees will be notified if they have been selected for the position and the promotional list will be made available electronically within fifteen (15) business days of completion of the Chief's last interview. Employees shall be provided a copy of their individual scoring results. The promotional list shall be effective for one year from the first date of making the promotional list available electronically. Promotions during that year will be made based upon and in order of employee's ranking on the promotional list. Promotions may deviate from the ranking based on the employee's employment record, inclusive of corrective action, with written notification being given to the affected employee.
- E. Application Process:
 - 1. Following the closing date for acceptance of applications, all applications shall be reviewed by the Human Resources Division for verification that the applicant has met minimum qualifications.

2. The Human Resources Division shall notify all applicants if they fail to meet the minimum qualifications.
3. Minimum qualifications and requirements that apply to Engineers, Lieutenants, Shift Training Captains, and Station Captains:
 - i. IFSAC Firefighter II or equivalent;
 - ii. Completion of training provided by the department in Emergency Vehicles Operations, Coaching the Emergency Vehicle Operator, Incident Command, and Pump Operations or equivalent as determined by the Fire Chief; and
 - iii. ICS 100, 200, 700, 800.
4. Additional minimum qualifications for Engineer:
 - i. Minimum three (3) years of continuous service with Santa Fe County Fire Department in a paid firefighting position;
 - ii. IFSAC Driver/Operator Certification;
 - iii. IFSAC Pump Operations & Hydraulics Certification; and
 - iv. Completion of SFCFD Engineer Task Book.
5. Additional minimum requirements for Lieutenant:
 - i. Minimum five (5) years of continuous service with Santa Fe County Fire Department in a paid firefighting position;
 - ii. Must hold the current rank of Engineer or be a Paramedic;
 - iii. IFSAC Fire Instructor I;
 - iv. IFSAC Fire Officer I; and
 - v. Completion of SFCFD Lieutenant Taskbook.
6. Additional minimum requirements for Station or Shift Training Captain:
 - i. Minimum seven (7) years of continuous service with Santa Fe County Fire Department in a paid firefighting position;
 - ii. Must hold the current rank of Lieutenant; -
 - iii. IFSAC Fire Instructor I;
 - iv. IFSAC Officer I and within one year of promotion IFSAC Officer II; and
 - v. Completion of SFCFD Captain Taskbook.

F. Testing Process for Engineer, Lieutenant, and Shift Training and Station Captain: A written test may be administered and may include multiple choice questions, essays, or other material. Written promotional tests will be created by a mutually agreed upon third party testing administrator and shall include fire-based knowledge questions as well as questions in other areas as determined by the Fire Chief or designee. Candidates will be provided with a calculator for the engineer written test.

1. The minimum passing score for the written test shall be seventy percent (70%). This score shall have a total weight of twenty percent (20%).
2. The practical skills test shall be developed, administered, and scored by the Training Division under the supervision of the Human Resources Division. The Union

may provide input on these matters through the Labor Management Committee if requested. All eligible candidates shall be provided with a skill sheet that may be evaluated at the time the candidate is notified of their eligibility. The practical skills shall be assessed using a skill sheet with auto-fails, with each skill checkoff worth one point. The total points shall have a total weight of forty percent (40%). The minimum passing score shall be seventy percent (70%) with no auto-fails.

3. The interview will consist of ten (10) questions by the interview panel, scored off a rubric that awards up to five (5) points per question. The questions and rubric shall be approved by the Human Resources Division. The interview will account for fifteen percent (15%) of the final score.

4. A final interview with the Fire Chief will be conducted. The Fire Chief's interview of the candidate will account for twenty-five percent (25%) of the final score.

5. The final passing score shall be seventy (70%) percent.

G. If the County establishes a new classification, it will be done in accordance with Article 1 of this agreement.

H. Any concerns about the contents of the Taskbook, qualifications and criteria for promotion to Engineer, Lieutenant, Shift Training Captain or Station Captain should be brought through the Chain of Command or to the Labor Management Committee.

I. Taskbook requirements and content will be set by the Fire Chief only after receiving input from the Union. Modifications to those requirements and content shall be discussed at the LMC and upon mutual agreement, modifications will be implemented.

ARTICLE 12 ACTING IN CAPACITY

A. Bargaining unit employees who are within one year of meeting the years of relevant experience qualifications for the applicable position, and otherwise meet the minimum qualifications for the position, are otherwise eligible to test to be placed on a promotional list for the applicable position, and are otherwise in good standing, may temporarily assume operational duties of a Lieutenant, Engineer, Shift Training Captain or Station Captain. Bargaining unit employees who have met the minimum qualifications for Battalion Chief, are eligible to test for promotion, and have completed the AIC BC taskbook may temporarily assume operational duties of a Battalion Chief. For the avoidance of doubt, operational duties do not include personnel matters. Bargaining unit employees acting in capacity pursuant to this section shall receive a five percent (5%) increase to their hourly rate of pay for those hours during which they are acting in the capacity of a Lieutenant, Engineer, Shift Training Captain, Station Captain or Battalion Chief.

B. Bargaining unit members who are assigned to fill a temporary Lieutenant, Engineer, Shift Training Captain, Station Captain or Battalion Chief vacancy will be temporarily placed on the pay scale for that pay grade. The increase in compensation will be in effect after the employee has assumed the additional responsibilities for one

full work cycle of twenty-eight days. Members will be offered the temporary upgrade based on their promotional ranking, provided that they are in good standing.

- C. Engineers who are licensed and in good standing to work as a paramedic, may be assigned to temporarily assume operational duties of a paramedic position. Bargaining unit employees acting in capacity pursuant to this section of Article 12 shall receive an eight- and-one-half percent (8.5%) increase to their hourly rate of pay for those hours during which they are acting in the capacity of a paramedic.

ARTICLE 13 SCHEDULING AND STAFFING

- A. The employer and the Union agree that firefighting and EMS are intrinsically dangerous. The parties agree to abide by applicable OSHA standards.
- B. The parties agree that the County Fire Department utilizes the department's electronic scheduling software program for scheduling and staffing, in general.
- C. Except for Fire Prevention Specialists, Santa Fe County Fire Department bargaining unit members operate on a 48-hour shift followed by 96 hours off. There shall be 3 shifts- A shift, B Shift and C Shift. These shifts will rotate in order of the alphabet. In order to minimize the possibility of employees having to work more than 48 consecutive hours, Employees cannot voluntarily sign up to work more than 72- hour shifts.
- D. The County Fire Chief or designee maintains the right of assignment and will determine the shifts of employees. Any long-term change to an employee's work schedule will be provided to the employee in writing at least thirty (30) days prior to the effective date of the change. A long-term change is considered a change in battalion assignment. The employee may waive the thirty (30) day notice in writing.
- E. The workweek begins at 12:01 AM on Saturday and ends at midnight on Friday.
- F. Employees may be allowed to trade with other employees of equal rank or classification. The trade must be approved by the on-duty Battalion Chief and trade requests must be completed prior to trading time. Trades will not be approved when either employee is required to attend training, meetings, or other assignments. Trades must be completed within the same FLSA period or subsequent FLSA period. An Employee may not trade more than forty-eight (48) hours in a twenty-eight (28) day FLSA period. Employees who trade shifts remain responsible for their original scheduled shift and may incur loss of pay if the substituting employee fails to work a shift as agreed. The approved substitute employee who fails to appear and work the exchanged shift, shall be placed on leave without pay for any hours missed, shall be suspended from trades for one year, and shall be subject to disciplinary/corrective action. The employee retains responsibility for the employee's originally scheduled shift. If a substituting employee cannot, or does not, work the traded shift, the originally scheduled employee must cover the shift in order to avoid incurring loss of

pay.

- G. The standard schedule for bargaining unit members assigned to Fire Prevention Division will be from 8:00AM to 5:00PM with a one (1) hour lunch, Monday through Friday. Fire Prevention Division bargaining unit employees follow the County observed holiday schedule.
- H. Fire Prevention Division bargaining unit members may request in writing through the Chain of Command up to the Fire Chief, to work a flex schedule from 7:00 AM to 6:00PM, with a one (1) hour lunch, four (4) days per week. Employees working a flex schedule will coordinate with their coworkers in the same classification to provide services five (5) days a week (Monday through Friday). Approval to work a flex schedule is solely at the discretion of the Fire Chief or designee.
- I. In addition to the shift trades authorized in Subparagraph F of this Article 13, employees who are attending training or college level courses approved by the Fire Chief shall be eligible for an additional forty-eight (48) hours of shift trades in a twenty-eight (28) day FLSA period for purposes of attending the approved training or courses. The training or course must be approved by the Fire Chief before the proposed trade is presented to the on-duty Battalion Chief. The other rules set forth in Subparagraph F apply to the additional shift trades authorized under this Subparagraph I.
- J. Schedule Deviations for Purposes of Training.
 - 1. Training Captains may request in writing to the Fire Chief to be assigned to a forty (40) hour work week, with a one (1) hour lunch, Monday through Friday, for one or more full twenty-eight (28) day work cycle for purposes of providing to members of the Santa Fe County Fire Department a training which cannot be offered under a normal work schedule consisting of a 48-hour shift followed by 96-hours off. The request must specify the work cycle(s) during which the Training Captain intends to work forty hours per week and the schedule of training which will be offered during that time period. The Fire Chief may grant the request in order to facilitate the necessary training only if sufficient notice can be given to the Human Resources and Risk Management division of the change in schedule so that administrative entries can be accomplished sufficiently in advance of the start of the twenty-eight-day work cycle. Upon completion of the twenty-eight-day work cycle(s) approved in writing by the Fire Chief, the employee will return to a 48/96 schedule at the beginning of the next twenty-eight (28) day work period.
 - 2. The hourly rate of compensation for Training Captains while on an approved forty (40) hour per week schedule, will be the employee's hourly rate multiplied by 2990, then divided by 2080.

ARTICLE 14 OVERTIME

- A. Working overtime is a condition of continued employment with the County. Overtime shall be assigned by the County based on the needs of the County. Refusal to work overtime shall constitute just cause for disciplinary action. An employee shall not work overtime without prior authorization of the shift's commanding officer. The County shall utilize the 207(K) exemption as provided for under the Fair Labor Standards Act. Leave is not time worked and shall not be counted as time worked for the purpose of computing overtime.
- B. Mandatory holds/force hires will occur as required by the County. An employee who has not been released from work, (held over) after completion of the employee's regularly scheduled shift, shall be compensated in accordance with FLSA.

ARTICLE 15 FILLING OF VACANCIES

- A. 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. The County will endeavor to permanently fill vacancies in bargaining unit positions expeditiously.
- B. Posting of vacancies – Notice of any field vacancy which the Chief intends to fill shall be posted in all County Regional Fire Stations. Field vacancies shall be open to bid by those within the same shift as the vacancy. If the vacancy is not filled through that process, the Fire Chief shall have discretion to fill the field vacancy in any manner deemed appropriate. The notice shall be posted for 7 calendar days prior to the date when the vacancy shall be filled. One such option for filling the vacancy may be opening bidding for the vacancy to other shifts. Bidding shall be based on seniority. Any eligible employee wishing to apply for a field vacancy shall submit a request in writing during the posting period. Once a bid has been awarded, it shall be deemed irrevocable.

ARTICLE 16 TRAINING

- A. The County will offer the opportunity to attend training in accordance with this Article. It is incumbent upon the employee to attend all mandatory trainings and to ensure the employee's licenses and certifications required to perform their job functions are up-to-date. At a minimum, the County will provide trainings in accordance with state and federal law to bargaining unit members. The Labor Management Committee may discuss training topics and needs. Any additional trainings (above what is required by law) the LMC deems important to the operation of the department will be presented to the Training Division and Chief or designee for consideration.
- B. EMS:
 - 1. The County will annually provide AEMT, Paramedic, and Engineer, Lieutenant, Shift Training Captain, and Station Captain minimum certification requirement training opportunities in quantities determined by the County; provided, however,

- that the County may decline to do so due to budgetary constraints, the inability to meet minimum staffing levels, the inability to meet minimum enrollment requirements, or similar considerations. The Fire Chief will determine those employees eligible to attend.
2. Refreshers for EMT-B, AEMT, and EMT-P or CE equivalent will be offered to bargaining unit employees on an annual basis to supplement compliance with NM Department of Health standards for re-licensure. It is incumbent upon the employee to ensure the employee attends the training and maintains licensure.
 3. CPR, ACLS, and PALS, or equivalent training will be offered to bargaining unit employees on an as needed basis as determined by the Fire Chief or designee.
- C. Fire Training and Fire Prevention Division Employees: the Fire Chief or designee will determine what additional training is necessary for the training and prevention division bargaining unit employees at a minimum of one (1) training annually.
- D. Fire/Rescue Training: The County will provide monthly on duty fire/rescue trainings as determined by the Chief or the Chief's designee.
- E. Officer Training: The County will provide officer trainings as deemed necessary by the Chief.
- F. Bargaining Unit employees will be compensated for training mandated by the County.
- G. Training Definitions:
1. Mandatory Training: is training required by the Department as determined by the Chief or the Chief's designee. It will be compensated in accordance with the Fair Labor Standards Act. Failure to attend Mandatory Training may result in disciplinary action, up to and including termination.
 2. Voluntary Training: is training a bargaining unit member attends at the employee's discretion, with approval from the Chief or the Chief's designee. Voluntary training is not compensable.
 3. Independent Training: is training activity that is not administered by the County or Department related, e.g. college classes. Time in independent training is not considered hours worked. Bargaining Unit Employees must follow leave policies to attend independent training scheduled on their workdays.
- H. The schedule for mandatory battalion trainings shall be discussed at the October meeting of the Labor Management Committee and established for the following calendar year before the annual leave bid for the calendar year.
- I. Paramedic Training Program

1. The Fire Chief shall continue to determine each year whether there is budget sufficient to send one or more Firefighters/EMT Basics or AEMTs to paramedic training.
 2. If there is sufficient budget, the Fire Chief will give notice to qualified members regarding how to apply for the opportunity to attend paramedic training by posting notice of the opportunity on the notice boards in each fire station and emailing that notice at least ten days prior to the deadline for submission of an application.
 3. Notice regarding opportunities to attend paramedic training will be given promptly after the year's program and deadlines are announced by the approved training program.
 4. The application form, which will be provided by the Fire Chief, must be submitted by interested and qualified members directly to the program unless otherwise described in the announcement.
 5. The Fire Chief will select the successful candidate(s) from the pool of qualified applicants based on their acceptance ranking from the relevant school and the available funding.
 6. The successful applicant(s) will be provided the following:
 - a. Tuition will be paid by Santa Fe County directly to the relevant program at the beginning of the training;
 - b. Paid time to attend up to forty hours of class per week, including internship hours required for the paramedic training program;
 - c. Use of a vehicle designated by the Fire Chief may be available for commuting to and from class, however commute time will not be treated as time worked;
 - d. A drug screening and vaccinations if required for participants;
 - e. Books and uniforms necessary for the training.
 7. Paramedic students will be placed on a forty hour per week schedule, which will be a time specific based on the hours for class, and hours for internships, all of which shall be designated in writing by the Fire Chief or designee, for the duration of the paramedic training, and employees shall not work shifts. The hourly rate of compensation of a paramedic student while on the forty hour per week schedule, will be the employee's annual salary based on a 2990 work schedule divided by 2080. The Fire Chief or designee shall designate the time-period during which this change in hours shall occur. While training to become a paramedic, hours worked shall include class time and time working at a required internship, but shall not include travel time or study time. Overtime while on the forty hour per week schedule must be approved by the Fire Chief or designee, and can only be approved for class time and mandatory time spent at an internship. Overtime, when unavoidable, shall be paid at the rate and to the extent required by the Fair Labor Standards Act.
 8. The cost of tuition and books is a taxable fringe benefit to the extent it exceeds \$5,250 per calendar year, or such amount as is allowed under Section 127 of the IRC.
- J. Tuition Assistance for Paramedic and AEMT Training

1. If the Fire Chief determines that there is sufficient budget to provide tuition assistance to bargaining unit employees to attend either paramedic training or A-EMT training, tuition assistance will be offered.
 2. Interested and qualified members will be notified of the availability of tuition assistance through a posting on the notice boards in each fire station as soon as possible after an approved training program advertises the paramedic training or A-EMT training opportunity.
 3. Applications for tuition assistance will be available from the Fire Chief and must be submitted by the date specified on the above announcement.
 4. Applicants for tuition assistance must have been admitted into the posted approved paramedic or A-EMT program prior to submitting their application for tuition assistance.
 5. The Fire Chief will notify successful applicant(s) who timely submitted a complete application of their selection on a first come first served basis.
 6. Tuition will be paid in advance of each semester directly to the program in an amount not to exceed \$5,250 or such amount as is allowed under Section 127 of the IRC. Any employee who fails to successfully complete all courses in the semester will be ineligible for tuition assistance.
 7. Employees receiving paramedic or AEMT training tuition assistance would be ineligible for Tuition Assistance pursuant to the Human Resources Handbook during the calendar year in which the paramedic or AEMT tuition assistance was provided. Employees who have received tuition assistance in a calendar year are prohibited from applying for the paramedic or AEMT tuition assistance program.
 8. Employees receiving tuition assistance must take the courses outside of work time.
- K. The County will continue the paramedic training program and implement the tuition assistance program in accordance with the Section 127 of the IRC, as an unfunded Section 127 Educational Assistance Plan, and may from time to time modify the program to ensure compliance with the IRC and relevant regulations, as they may change from time to time. Section I and J of this Article shall be interpreted in accordance with Section 127 of the IRC and regulations implementing that Section.
- L. Employees who participate in the Paramedic Training Program or Tuition Assistance for Paramedic, as set forth in Sections I and J above, will execute a Tuition Reimbursement Agreement on the form attached hereto as Exhibit D, in advance of participation. Those employees who participate in the Paramedic Training Program or Tuition Assistance for Paramedic Training, must comply with the Tuition Reimbursement Agreement, or be in violation of that contract as well as this CBA.

ARTICLE 17 PHYSICAL FITNESS PROGRAM

- A. The Fire Chief has circulated an SOP pertaining to a physical fitness program with input from the Union President. The Fire Chief will strive to finalize the policy within the next six months and then begin the process of securing training for those who will administer the fitness program. The Fire Chief will meet annually with the Union

President to evaluate the program. A preliminary program will be operational within twelve months after execution of this Agreement.

- B. The physical fitness program is intended to improve the wellness of the fire department's bargaining unit members. Consequently, participation in the program is required.
- C. The physical fitness program established pursuant to this Article is intended to meet the criterion in NMSA 1978, Section 52-3-32.1(D) that the Department have a current physical training program in order for firefighters to qualify for the presumption created by that section of law.
- D. The Fire Department management may develop a Fitness for Duty examination, including but not limited to, determination of objectives scoring criteria, and time and place for the examination.

ARTICLE 18 SENIORITY

- A. Seniority will take into account the employee's experience in the employee's his/her rank/grade and experience as a full-time employee with the County's Fire Department. Seniority will be used for shift and vacation bids.
- B. Shift Bid Seniority: employees will receive one (1) credit by the number of months they are in their current grade from their effective start date plus half (0.5) credit seniority they have served as a full-time employee with the County's Fire Department in previous grades.

Examples:

Shift Bid –

Lieutenant X is employed by Santa Fe County on 06/01/1996. As of 09/30/2016, Lieutenant X has been employed by SFCFD for a total of 243.81 months. Lieutenant X was promoted into their his/her current rank on 01/16/2010 leaving Lieutenant X in their his/her current rank for 80.52 months as of 09/30/2016.

To calculate seniority ranking utilizing the current points system with the abovementioned example –

- Lieutenant X has been employed for a total of 243.81 months.
 - Lieutenant X has held current rank for 80.52 months.
 - Lieutenant X employed prior to current rank for 163.30 months
- Total months of employment (243.81) minus months in current rank (80.52) equals total months employed prior to current rank (163.30)
- Utilizing the following formula “Employee will receive credit by the number of months they are in their current grade from their effective start date plus half credit seniority they have served as a full-time employee with the County's Fire Department in previous grades”

- $243.81 \text{ months} - 80.52 \text{ months} = 163.30 \text{ months}$ employed prior to promotion
- 163.30 months employed prior to promotion multiplied by .5 (aka "half credit") = 81.65pts
- 80.52 months in current rank multiplied by 1 (aka "full credit") = 80.52pts
- $81.65\text{pts} + 80.52\text{pts} = 162.16 \text{ total seniority points}$

(PLEASE NOTE: All calculations are rounded to the nearest hundredth)

In order to calculate a partial month, the employees seniority calculation will utilize the following formula.

Employee X is employed for 19 days of the month of July (31 day month)
 $1 \text{ divided by } 31 = .03226$
 $19 \text{ days} \times .03226 = .61 \text{ months of service}$

- C. Vacation Bid Seniority: employees will receive a full year of seniority for every year of full-time employment with the County's Fire Department from their effective start date.
- D. Ties in Seniority: ties in rank shall be broken by total length of service with the County (date of hire), then by academy score.
- E. Continuous service and seniority shall be broken by resignation, discharge, retirement, or failure to return from a leave of absence.

Fire Administration will maintain a current seniority list that will be posted annually in the first week of October.

ARTICLE 19 LIGHT DUTY

Bargaining Unit employees who are determined to be temporarily unable to perform the duties of the position by a qualified physician may request a temporary modification to their job duties by submitting a request in writing to the Human Resources Director immediately upon becoming unable to fully perform their job duties. Preference for light duty assignments shall be given to employees whose light duty requests result from an on-the-job-injury. However once a light duty assignment is granted, it will not be retracted in order to accommodate a request from an employee who suffered an on-the-job injury. The County may, in its discretion and at its expense, require a bargaining unit employee requesting light duty to undergo an additional physical examination by a medical provider of the County's choosing. After receiving the qualified physician's certification for light duty and, if required the second opinion by the County's chosen medical provider, the Department Director and the Human Resources Director will determine whether light duty will be offered and, if offered, the schedule, place of duty, and other details and terms and conditions of the light duty. The unavailability of a light duty position, terms and conditions of the light duty, and the duration or cessation of light duty by the County are not grievable. Light duty shall not exceed six (6) months in duration.

The hourly rate of a bargaining unit employee while on light duty within the Fire Department, if the position is a forty hour per week position, shall be the employee's hourly rate multiplied by 2990, then divided by 2080.

ARTICLE 20 TAKE HOME VEHICLES

A. Response /work/take-home vehicles will be provided to all non-shift bargaining unit employees (Fire Prevention and Training) as a tool to ensure safety, performance, and success of personnel required to travel throughout the jurisdiction as part of their required duties. In order to qualify for a take-home vehicle, the employee must live within a sixty (60) mile radius of the employee's assigned work site. Take home vehicle recipients will follow all County policies concerning take-home vehicles.

B. Take home vehicles shall be provided for the following:

1. For the purpose of code investigation, and emergency response during regular scheduled work hours or in the event of call back or other non-scheduled work outside normal working hours;
2. To provide fire training to District volunteers after scheduled work hours and/or weekends as approved by the Fire Chief or designee;
3. To travel as required for meetings, public information/training events, mutual aid requests, and large-scale emergencies.

ARTICLE 21 CALL BACK FOR BARGAINING UNIT EMPLOYEES

Bargaining unit employees who are directed to return to work for an emergency after completing a normal shift and before the employee's next shift will be paid for all hours actually worked. Time worked on call back will be considered actual hours worked for the purpose of computing overtime.

ARTICLE 22 OUTSIDE EMPLOYMENT

Bargaining Unit Employees shall abide by provisions governing outside employment contained in the then current Santa Fe County Human Resources Handbook.

ARTICLE 23 DRUG AND ALCOHOL POLICY

1. The County is required to maintain a drug/alcohol free workplace in accordance with the Drug Free Workplace Act of 1988. Employees are prohibited from possession, consumption, and/or being under the influence of drugs/alcohol while on the County's premises or during time paid by the County. This includes possession or use of cannabis or cannabis products. Violation of this prohibition may result in disciplinary action up to

and including termination.

2. **Employee Assistance.** An employee who suffers from drug or alcohol dependency, or who suspects or believes they may have a problem with drugs and/or alcohol use, may voluntarily identify themselves to the Human Resources Department and shall be referred to EAP for evaluation by a substance abuse professional. Employees are urged to seek help before being the subject of disciplinary action for violations of this Article. An employee who requests that the County refer them to a drug or alcohol rehabilitation program prior to being randomly selected for drug and alcohol testing or being identified for reasonable suspicion testing, or the occurrence of any other conduct which could be a violation of this policy, shall be referred to EAP for further assistance without reprisal or disciplinary action, provided that the self-identification is not made after commencement of a disciplinary process, after an incident which could result in a disciplinary process, or to avoid disciplinary action. An employee's self-referral to the Employee Assistance Program shall not preclude pending or imminent disciplinary action. An employee who self-refers will be required to successfully participate in and complete a treatment program and periodic testing program at the direction of the EAP counselor as a condition of continued employment.
3. It is recognized that the County shall promulgate additional drug/alcohol policies and procedures in order to ensure a drug/alcohol free workplace. Such additional policies and procedures shall include a provision for random drug testing as allowed by law.

4. DRUG AND ALCOHOL TESTING

A. RANDOM TESTING

Each holder of a Commercial Driver's 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.

B. 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.

C. PROCEDURE FOR TESTING ON REASONABLE CAUSE

STEP ONE

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 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 Human Resources Director

STEP TWO

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 shall result in the employee's termination.

STEP THREE

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 FOUR

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 FIVE

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.

D. NO CHANGE TO COUNTY POLICY OF ZERO TOLERANCE FOR INDICATORS OF CANNABIS USE DURING DRUG SCREENING

The County has historically taken disciplinary action when indicators of cannabis use are identified through a random or probable cause drug test. Despite New Mexico's adoption of the Lynn and Erin Compassionate Use Act, NMSA 1978, Sections 26-2B-1 et seq. and the Cannabis Regulation Act, Santa Fe County will, in accordance with Section 34(A)(3) of the Cannabis Regulation Act, continue to take disciplinary action against bargaining unit members whose test results indicate any amount of delta-9-tetrahydrocannabinol or delta-9-tetrahydrocannabinol metabolite.

5. 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 the employee's position.

6. REOPENING THIS ARTICLE

Either party may request to reopen this Article as it relates to cannabis use and testing, during the term of this Agreement, if after adoption of this Agreement:

1. There are changes in law relevant to use of cannabis by Fire Fighters in the Santa Fe County Fire Department who may be tasked with driving ambulances; and
2. There are scientific advancements which are scientifically validated and generally accepted as a reliable testing process to determine whether an employee is impaired on duty due to cannabis use.

ARTICLE 24 INSURANCE

A. The County shall offer to the covered bargaining unit members and their eligible dependents medical, 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
Employees who earn \$38,027.50 annually or less	80%	20%
Employees who earn \$38,027.51 to \$81,487.50 annually	75%	25%
Employees who earn more than \$81,487.50	70%	30%

- B. Percentages may be revised to comply with state law. Medical, life, dental, and optical benefits shall be available for the life of this Agreement. Bargaining unit employees will pay 100% of disability insurance offered by the County.
- C. If non-bargaining unit employees receive a cost-of-living increase during the term of this Agreement, the tiers of insurance shall be increased by the percentage of the cost-of-living increase, effective when the County adjusts insurance tiers of

non-bargaining unit employees. By way of example, if non-bargaining unit employees receive a cost-of-living increase of one percent (1%) in November of 2025, the tiers would adjust as follows, in January of 2026:

- \$38407.77 annually or less;
- \$38,407.78 to \$82,302.37;
- More than \$82,302.37.

D. The County shall pay 100% of basic life insurance for bargaining unit employees. Bargaining unit employees shall pay 100% of dependent and supplemental life insurance.

ARTICLE 25 RETIREMENT

Santa Fe County will contribute seventy-five percent (75%) of the membership contributions for eligible bargaining unit employees under Municipal Fire Member Coverage Plan 5, based on the bargaining unit employee contribution rate of 19.20%.

ARTICLE 26 HOLIDAY

A. The following days shall be observed as holidays and bargaining unit members will be granted time off with pay unless scheduled for duty:

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Indigenous Peoples' Day	2 nd Monday in October
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Christmas Day	December 25 th

B. Any new holidays officially designated by the County Manager for County employees will be recognized as a holiday for bargaining unit employees. Bargaining unit employees will not receive pay for holidays for alternate dates of the same holidays listed above or for administrative leave.

C. 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 on the actual holiday.

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

ARTICLE 27 ANNUAL LEAVE

A. Each bargaining unit employee who works twenty-four (24) hour work days accrues annual leave for each hour actually worked, and for each hour of paid leave, excluding overtime, up to a maximum of two hundred and twelve hours in a twenty-eight-day work cycle.

B. Each bargaining unit employee who does not work twenty-four-hour work days accrues annual leave for each hour actually worked and each hour of paid leave, excluding overtime up to a maximum of forty (40) hours in a workweek. For example, a bargaining unit employee who works twenty-four (24) hour work days and works two hundred forty (240) hours in a twenty-eight (28) day work cycle would accrue annual leave only on 212 hours.

C. Bargaining unit employees will accrue annual leave for hours worked and paid leave pursuant to the Annual Leave Accrual Schedule below. A maximum of three hundred and sixty (360) hours of annual leave may be carried forward to the next calendar year for bargaining unit employees who work twenty-four (24) hour work days, and a maximum of two hundred and forty (240) hours for bargaining unit employees who do not work twenty-four (24) hour work days.

D. The annual leave allotment shall be discussed at the October Labor Management Committee meeting; provided, however, that the number of Union and County representatives for that meeting shall be four (4) per side, notwithstanding Article 6(A) of this Agreement.

E. Annual leave bid during even years will be held after the shift bid, while annual leave bids held in odd years will occur the last week of October.

F. Annual Leave Accrual Schedule

Years of Eligible Service	Annual Hours Accrued per Hour of Work
More than one year but less than five years of continuous service	0.0577
More than five years but less than ten years of continuous service	0.0766

More than ten years of continuous service	0.0808
---	--------

ARTICLE 28 SICK LEAVE

A. 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.

B. Sick leave hours accrue from the date of hire. Each bargaining unit employee who works twenty-four (24) hour work-days accrues sick leave for each hour actually worked, and for each hour of paid leave, up to a maximum of two hundred and twelve (212) hours in a twenty-eight-day work cycle.

A. Each bargaining unit employee who does not work twenty-four (24) hour work-days accrues sick leave for each hour actually worked and each hour of paid leave, up to a maximum of forty (40) hours in a workweek.

B. Sick leave accrues at the rate of 0.0385 per hour. Sick leave does not accrue during overtime work. There is no accrual limitation on sick leave. There shall be no pay out for sick leave upon separation apart from retirement.

E. While on sick leave, each bargaining unit employee shall receive the employee's hourly base pay rate at the time of the illness or injury multiplied by the number of regular hours the employee would have worked had he or she not been sick. An employee on sick leave shall not be compensated for overtime which might have accrued. The sick leave incentive program shall be discontinued. Bargaining unit employees may utilize their approved sick leave in one-minute increments.

F. Employees shall not misuse or abuse sick leave. If any employee is absent from work for three (3) or more consecutive 24 hour shifts for partial 7K exempt employees or three or more consecutive 8 hour shifts for remaining bargaining unit employees due to illness or injury, a physician's statement may be required. Employees may use sick leave only for the reasons set forth in Section A. 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 physician's statement for each day sick leave is claimed. Failure to submit a physician's statement when requested shall prohibit the employee from receiving sick leave with pay for the period in dispute. Abuse of sick leave may be grounds for disciplinary action, up to and including termination.

G. A written explanation will be provided to the employee detailing the reasons to believe the employee is using sick leave for other reasons if a physician's statement is requested.

ARTICLE 29 PERSONAL LEAVE

Each bargaining unit employee will receive one personal leave day with pay each calendar year. A personal leave day must be scheduled in the same manner as annual leave. Personal leave must be taken by the first full pay period in December of the year of accrual and may not be carried over into the following calendar year. Personal leave cannot be divided and taken on separate days.

ARTICLE 30 BEREAVEMENT LEAVE

- A. Bargaining unit members shall be eligible for bereavement leave with pay in the event of the death of an immediate family member as follows: Bargaining unit members who are subject to the partial 7(K) FLSA exemption shall be eligible to use up to two (2) days of bereavement leave with pay per occurrence; other bargaining unit members shall be eligible to use up to three (3) days of bereavement leave with pay per occurrence.
- B. The County may require proof of death and relationship as a condition of granting bereavement leave.
 - 1. Proof of death and relationship may be in the form of a death certificate, birth certificates, marriage licenses, adoption decrees, court placement orders, obituaries, or similar documentary evidence as determined by the County.
 - 2. Such proof will be furnished within thirty (30) days of the County's request, unless a longer period is approved by the Human Resources Director in writing.
 - 3. Pending the County's receipt and approval of the requested proof, the County may conditionally approve the bereavement leave or the employee may take another appropriate leave type. In either case, a prior pay period adjustment may be processed to adjust the leave type depending upon whether the proof is received and approved.
 - 4. Nothing herein shall prevent the County from investigating and pursuing appropriate disciplinary action for misuse of bereavement leave.
 - 5. A written explanation will be provided to the employee detailing the reasons the proof is requested.
- C. Bereavement leave must be taken in full day increments and must be taken within two (2) weeks of the immediate family member's death, unless otherwise authorized by the Fire Chief in writing.
- D. 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.

ARTICLE 31 ADMINISTRATIVE LEAVE

If during the term of this Agreement the County Manager grants administrative leave to all County employees for special occasions for which bargaining unit employees are eligible, such as but not limited to, celebrating fall festivals (not for such unexpected issues such as weather delays, building closures, or other work site specific closures), bargaining unit employees who are unable to utilize the leave on the day(s) specified due to requirements to work, shall have ninety days within which to utilize the granted leave, regardless of how long other employees of the County are granted to utilize the administrative leave. No extensions shall be granted to the ninety-day use period set forth herein, regardless of circumstance.

ARTICLE 32 WAGES

- A. The pay scale attached hereto as Exhibit A shall become effective the first twenty-eight day work cycle that begins after the effective date of this Agreement or resolution of impasse, whichever is later.
- B. For those employees whose licensure is not of record with Human Resources at the time this Agreement is effective, compensation associated with holding an additional license, whether AEMT or paramedic, will be applied to a bargaining unit employee's rate of pay, only after the bargaining unit employee submits proof of licensure to the Human Resources Division and the Human Resources Division confirms eligibility for the pay. The AEMT or paramedic compensation shall thereafter be applied at the start of the next twenty-eight (28) day work cycle.
- C. Effective the start of the first twenty-eight (28) day work cycle after adoption of this Agreement, the longevity pay set forth on the table below shall be provided to bargaining unit members. The longevity pay shall commence the first full pay period in the twenty-eight (28) day work cycle commencing after the employee is eligible for the longevity pay. Longevity pay will be subject to employee and employer PERA contributions.

Years of Service	Increase to Hourly Rate of Pay for 2990 Employees	Increase to Hourly Rate of Pay for 2080 Employees
Beginning 2 through 4 years	\$0.66	\$0.95
Beginning 5 through 7 years	\$0.86	\$1.24
Beginning 8-11 years	\$1.12	\$1.61
Beginning 12 through 14 years	\$1.46	\$2.10
Beginning 15 through 17 years	\$1.91	\$2.75
Beginning 18-21 years	\$2.50	\$3.59

Beginning 22 through 24 years	\$3.28	\$4.72
Beginning 25 years and beyond	\$4.28	\$6.15

- D. Effective the start of the first twenty-eight (28) day work cycle after adoption of this Agreement, bargaining unit employees already receiving longevity pay shall be credited with the years of service previously recognized in assigning them longevity pay. All bargaining unit employees who become eligible for longevity pay after adoption of this Agreement, shall be eligible for longevity pay based upon time served in good standing as a uniformed employee of the Santa Fe County Fire Department and the number of years reflected on the application that they served as a paid fire fighter with minimum credentials of an IFSAC or Proboard Fire Fighter I and at least an EMT-Basic license. Fire Protection Specialist I and IIs are not entitled to credit for years of service prior to joining the Santa Fe County Fire Department. These longevity pay rates shall be applied at the start of the first twenty-eight (28) day work cycle following adoption of this Agreement. Prior to commencement of the increased rates of longevity pay set forth above, current bargaining unit members shall continue to receive any longevity pay at the rate they were receiving under the prior Agreement.
- E. Excluding the first cost of living increase given to non-bargaining unit employees following adoption of this Agreement, during the term of this Agreement, if the Board of County Commissioners decides to provide cost of living adjustments to County employees who are not members of any bargaining unit, the base rate of pay set forth in Exhibit A, will be adjusted by the percentage amount of the cost of living adjustment approved by the Board and will be effective at the beginning of the first full twenty-eight day work period, following implementation of the cost of living increase for non-bargaining unit employees. Additionally, in the event more than one percentage cost of living adjustment is applicable to bargaining unit members, the percentage applicable to most bargaining unit members shall be applied to all.
- F. The provisions of this Article pertaining to wage rates, longevity pay and entitlement to additional cost of living adjustments will be effective through December 31, 2028, and shall expire on that date even if the Agreement remains in effect pursuant to NMSA 1978, Section 10-7E-18(D) and Article 32. Each year all pay increases are contingent on specific appropriation by the Board of County Commissioners.
- G. Referral Bonuses
1. Definitions
 - a. "Eligible Positions" are any vacant position within Santa Fe County.
 - b. "Referred Employee" means an employee hired into an Eligible Position after the effective date of Amendment No. 3, who indicates on the employee's application for employment that they were referred by an employee in the bargaining unit.
 - c. "Referring Employee" is a non-probationary employee in a bargaining unit position other than an employee whose job duties include

recruiting, who is identified on an application for an Eligible Position as having referred the Referred Employee.

2. A Referring Employee is eligible for up to \$1,000 as a referral bonus payable as follows:
 - i. Five hundred dollars (\$500) payable within twenty-one days of the Referred Employee completing their thirteenth pay period of continuous employment in an Eligible Position; and
 - ii. Five hundred dollars (\$500) within twenty-one days of the Referred Employee completing twenty-six pay periods 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. Bargaining unit employees who became a Referring Employee under any County policy prior to completing their probationary period shall be entitled to receive any referral bonus which becomes due following completion of the probationary period.

ARTICLE 33 COMPLETE AND ENTIRE 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



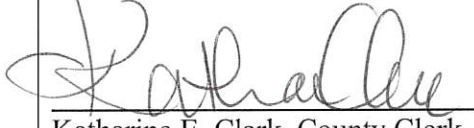
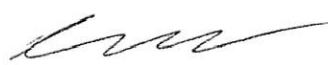
shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. In accordance with the Public Employee Bargaining Act, if this Agreement expires, the articles will remain in effect until a successor agreement is approved contingent upon sufficient budget appropriations.

ARTICLE 34 TERM OF AGREEMENT

This Agreement will become effective upon ratification by the bargaining unit and approval by the Board of County Commissioners. This Agreement will remain in full force and effect through December 31, 2028. Each party reserves the right to re-open one (1) financial article in January of 2027. If either party chooses at this time as their article, to negotiate the possibility of implementing a fourteen-day work cycle, the parties, without waiving their rights to accept or reject such a proposal, recognize that more than one article may have to be revised, including, but not limited to Article 13, Scheduling and Staffing. The parties agree that this contract shall be subject to NMSA 1978, Section 10-7E-18(D) (2003), and any relevant amendments thereto. Either party may request the negotiation of a successor agreement by filing a written request with the other party no earlier than July 31, 2028.

SIGNATURE OF PARTIES

IN WITNESS WHEREOF, after this Agreement has been duly ratified and approved by the parties, the duly authorized representatives of the parties have executed this Agreement as set forth below:

IAFF LOCAL 4366  _____ Eutimio Ortiz, President 12/6/24 _____ Date	SANTA FE COUNTY  _____ Hank Hughes, Chair Board of County Commissioners 12.9.24 _____ Date
	ATTEST:  _____ Katharine E. Clark, County Clerk 12/9/24 _____ Date
	Legal Approval:  _____ Jeff Young, County Attorney 12-6-24 _____ Date



Santa Fe County
Exhibit A

Pay Scale	FF/Basic EMT	FF/Advance EMT	Engineer	Engineer w- EMT/I	FF- Paramedic	FF-LT	FF-LT- Para.	Shift / Training Captain	Shift / Training Captain- Para.	Fire Pro Spec I	Fire Pro Spec II
Hourly Rate	20.46	21.68	22.87	24.07	26.12	27.24	28.75	30.01	31.63	32.75	36.03