

AGREEMENT BETWEEN
THE SANTA FE COUNTY DEPUTY
SHERIFF'S ASSOCIATION, A
SUBSIDIARY OF
THE NEW MEXICO COALITION OF
PUBLIC SAFETY OFFICERS/NMCPSO

AND

THE COUNTY OF SANTA FE,
NEW MEXICO

July 13, 2024
through
June 30, 2027

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July 13, 2024 through June 30, 2027*

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Section 1: Preamble

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

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

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

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

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

NOW THEREFORE, IT IS AGREED:

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

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

of this Agreement.

Section 2: Management and Association Rights

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

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

1. To direct and supervise all operations, functions, and the work of bargaining unit employees;
2. To maintain the efficiency of the operations;
3. To take actions as necessary to carry out the services provided by the Sheriff's Office in emergency situations and to maintain uninterrupted service to our citizens during such emergency situations;
4. To determine what, by whom, and when, services will be provided to the citizens and determine the performance standards applicable to the provision of those services;
5. The Sheriff may hire, promote, assign, transfer, retain, demote, discharge, suspend or take other disciplinary action. The Sheriff may relieve bargaining unit employees for just cause, and legitimate documented reasons only; and
6. To determine and implement all policies, methods, standards, and direction of bargaining unit employees that does not conflict with the terms of this Agreement, and to determine the resources to be allocated to accomplish the mission and goals of the Sheriff's Office as a unit of County Government.

C. NMCP SO/SFCDSA Rights

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

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

3. To foster transparency and collaboration, we agree to a strengthened approach to policy development. This collaborative approach fosters better communication, identifies potential concerns early on, and leverages the knowledge of all participants in the policy development. Except in emergencies, the NMCP SO/SFCDSA shall be given the opportunity to provide input regarding changes in Sheriff's Office policies, procedures, rules and regulations if they impact the terms and conditions of employment. The Sheriff will seriously consider that input. Input regarding proposed changes may be addressed through the management representative responsible for implementation. If not resolved at the lower level, concerns of the NMCP SO/SFCDSA may be expressed in writing to the Sheriff. If NMCP SO/SFCDSA does not provide input in writing within 10 business day of receiving notice of the opportunity, the opportunity to provide input is waived.;

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

E. The County shall make available the names of new hires filling the positions that may become bargaining unit employees upon request from the Union but no more frequently than quarterly. The County shall advise new hires regarding the NMCP SO/SFCDSA during orientation. NMCP SO/SFCDSA may request information regarding probationary employees who have completed probation and become bargaining unit employees, provided they specify the period of time for which they are making the request.

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

G. Time Spent on Union Business:

1. The Union Representatives shall be afforded leave without pay during normally scheduled work hours for the purpose of attending collective bargaining sessions. Alternatively, Union Representatives may request to use annual, compensatory, another appropriate leave type, or leave from the NMCP SO/SFCDSA Leave Bank to attend collective bargaining sessions during their normally scheduled work hours.

2. The Union Representatives shall be required to use accrued annual leave, accrued compensatory time, leave without pay, or leave from the NMCP SO/SFCDSA Leave Bank for attending any formal disciplinary or grievance proceedings.

3. If the Employer requests the Union Representative to participate in any meeting, the Union Representative is not required to take personal leave or leave without pay if the meeting is scheduled during the Union Representative's normally scheduled work hours. Instead, the Union Representative shall be granted administrative leave with pay for purposes of attending the meeting. For the avoidance of doubt, time spent traveling to and from and attending such meetings shall not constitute hours worked for purposes of overtime. The Employer and Union shall make every effort to schedule such meetings during the Union Representative's scheduled days off, or during a time that will not interfere with the normal functions of the Sheriff's Office and a time that will not jeopardize the safety of the citizens of the County of Santa Fe.

4. All leave used for union business must be requested and approved in accordance with the policy and procedure applicable for the leave type if used for non-union business.

H. NMCP SO/SFCDSA Leave Bank.

1. Bargaining unit employees may contribute annual leave to the NMCP SO/SFCDSA Leave Bank in one hour increments.

2. Annual leave in the NMCP SO/SFCDSA Leave Bank may only be used by Union Representatives as set forth herein and shall not be returned to the donor under any circumstances.

3. Annual leave in the NMCP SO/SFCDSA Leave Bank shall be forfeited if not used by the last pay period that begins in the calendar year in which the leave was donated.

4. Annual leave donated shall be converted to a dollar amount based upon the hourly rate of pay of the bargaining unit member who donated the leave at the time of the donation.

5. When used, dollar amounts in the NMCP SO/SFCDSA Leave Bank shall be converted to annual leave hours based upon the hourly rate of pay of the Union Representative who uses the leave.

6. Annual leave from the NMCPSO/SFCDSA Leave Bank must be used in 30 minute increments.

7. The amount in the NMCPSO/SFCDSA Leave Bank at any one time shall not exceed three thousand dollars (\$3,000).

I. Except where a topic is addressed by this Agreement, both parties retain any rights granted to them under PEBA.

Section 3: Agreement Copies

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

Section 4: Check off Authorization

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

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

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

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

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

F. Indemnify: The NMCPSO/SFCDSA will indemnify, defend and hold the

Employer harmless against any claims made and against any suits instituted against the Employer on account of payroll deduction of NMCP SO/SFCDSA dues. The NMCP SO/SFCDSA agrees to refund any amounts paid to it in error on account of the payroll deduction provisions as determined and documented by the employer. The County will notify the Association of any claims brought forward pertaining to Association dues.

Section 5: Bulletin Boards

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

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

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

Section 6: Agreement Clarification

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

Section 7: Accident Review/Safety Committee

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

1. The Undersheriff or designee shall serve as chairperson.
2. 2 Bargaining unit members, as appointed by the Representative of the NMCP SO/SFCDSA.
3. 2 Members of management, as appointed by the Sheriff.

B. The committee may utilize other resources (i.e., accident reconstructionist,

risk management experts, safety professionals, etc.) as it deems necessary. Third party resources may be used to preclude any possibility of a conflict of interest involving Santa Fe County Sheriff's Office personnel.

C. The committee will meet monthly if needed as determined by the Sheriff or the Sheriff's designee to review pending deputy involved crashes and/or safety issues as they occur.

D. Upon request, the NMCP SO/SFCDSA will receive a copy of the committee's findings and classification of an accident within 5 working days.

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

Section 8: 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 \$37,100 annually or less annually	80%	20%
Employees who earn \$37,100.01 to \$79,500 annually	75%	25%
Employees who earn more than \$79,500 annually	70%	30%

B. Percentages may be revised to comply with state law. The County shall maintain medical, dental, and optical benefits for the life of this Agreement.

C. The County shall pay for 100% of the basic life insurance offered by the County.

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

E. If 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 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:

- \$ 37,471 annually or less;
- \$37,471.01 to \$80,295;
- More than \$80,295.

F. If the insurance tiers of non-bargaining unit employees are increased prior to February of 2025, the tiers of insurance set forth in subsection A above shall be similarly Adjusted.

Section 9: Job Assignments

A. Vacancies in specialized job assignments shall be put in the Office Special Orders for at least one calendar week. Bargaining unit employees interested in transferring to these positions should apply by way of a written memorandum. Once the application deadline has passed, Human Resources will screen material received and establish a list of qualified applicants. These lists shall be maintained by the Human Resources Division and shall be valid for a period of 90 days from the date of publication. Additional vacancies within the same job assignment shall be filled from the valid published list of qualified applicants.

Assignment of bargaining unit members to specialized job assignments shall be contingent upon manpower availability. The Sheriff may choose from the top three qualified candidates.

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

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

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

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

F. Specialized job assignments and additional duty assignments are not considered a promotion. The Sheriff may remove a bargaining unit employee from a

specialized or additional duty assignment at any time for any reason related to performance, conduct, operational needs, or other articulable reasons, which reasons will be set forth in a written communication. Removal from a specialized or additional duty assignment shall not be considered a demotion or other disciplinary action. The Sheriff's decision to remove a bargaining unit employee from a specialized or additional duty assignment may not be the subject of a grievance pursuant to Section 53 of this Agreement; nor is it subject to the disciplinary grievance process in Sections 29 and 30 of this Agreement.

Section 10: Seniority

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

B. It is not always possible to make duty assignments and day assignment selections on a straight seniority basis. Deputy I, Deputy II, and Deputy III positions will be evenly scheduled for each shift to ensure adequate experience on each shift. In addition, the Sheriff retains the authority to assign personnel in any manner deemed necessary. This method will assure that the best interest of the Office has been taken into consideration and shall further provide that the bargaining unit employee selected for each assignment possesses the minimum qualifications necessary for the assignment.

C. Seniority.

1. Office seniority is the relative position of a Deputy to all other Deputies within the Department based upon continuous service with the Department. For example, a bargaining unit member who separated from the County on June 30, 2018, and was rehired on September 1, 2018, would have office seniority measured from September 1, 2018.

2. Seniority in rank is the position of Department personnel in relationship to other personnel of the same rank or position based upon continuous service in rank. For example, a Sergeant who was demoted to Corporal on January 1, 2015, and promoted to Sergeant on January 1, 2019, would have seniority in rank measured from January 1, 2019.

3. Leaves of absences with pay, and approved leaves of absence of 30 days or less without pay, will not interrupt continuous service. If a bargaining unit employee is granted leave without pay for more than 30 days, this leave will not constitute a break in service but the period on leave without pay status will not be counted as creditable service

for purposes of seniority.

4. Ties in seniority in rank shall be broken as follows:

- a. Office seniority; and
- b. If office seniority and seniority in rank are equal, LEOCE scores or such scores as may replace the LEOCE during the term of this Agreement; and
- c. If LEOCE scores or such scores as may replace the LEOCE during the term of this Agreement are equal, by lot.

Section 11: Rehire

Within ninety (90) days of the effective date of their separation, a bargaining unit employee who separates from service at the bargaining unit employee's own initiative may request to be re-hired without going through the normal recruitment process. The decision to re-hire such a former employee and in what capacity is at the discretion of the Sheriff or the Sheriff's designee. An employee who is re-hired pursuant to this provision:

- A. shall be deemed to have suffered a break in service;
- B. shall have office seniority and in rank seniority determined based upon the effective date of the re-hire; and
- C. shall not have any leave reinstated. For example, an employee who separates with 200 hours of accrued sick leave shall have zero (0) hours of sick leave upon re-hire.

Section 12: Layoff and Recall

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

1. Seniority;
2. Employee suitability for jobs remaining;
3. Ability to perform available work; and
4. Past job performance.

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

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

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

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

D. Layoff privileges end upon the earlier to occur of the following:

1. 6 months after the effective layoff date;

2. After a bargaining unit employee has refused an offer of employment from the County for another position for which he/ she is qualified; or

3. When the laid-off bargaining unit employee accepts an offer of employment from the County for another position for which that bargaining unit employee is qualified. A laid-off bargaining unit employee accepting another position within the County shall serve the required probationary period.

Section 13: Drug and Alcohol Testing

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

Section 14: Outside Employment

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

B. Department sponsored overtime is not considered outside employment.

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

approval.

Section 15: Vacation Scheduling

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

B. In approving or denying leave requests, the supervisor shall consider the workload and staffing levels within the work unit during the requested time period.

C. All leave requests shall be submitted by the bargaining unit employee electronic time keeping systems. Supervisors shall approve or deny leave requests within two (2) weeks of their submittal. The County shall ensure that all bargaining unit employees have authority to request leave through the electronic time keeping system, and that bargaining unit employees are trained to request leave through the system. Supervisors will be trained regarding how to approve or deny leave through the electronic time keeping system.

D. Vacation scheduling will be considered on a first-come, first-served basis, except for popular leave times as designated by the Sheriff (e.g., Thanksgiving week, Easter, the week between Christmas and New Year's Day, etc.). The deadline for requesting leave for popular leave times shall be established by the Sheriff. Requests for popular leave times shall be approved by lot after the deadline for requesting leave.

E. Leave other than sick leave may not be requested more than sixty (60) days in advance of the start date of the requested leave and may not be requested for dates after the next shift bid, except in the case of extenuating circumstances (e.g., travel by plane, graduations, weddings, or other special occasions, travel requiring reservations made more than sixty (60) days in advance, etc.) as approved by the Sheriff through the chain of command memorandum process.

F. Minimum notice periods for leave other than sick leave are as follows:

1. Leave of 3 days or less must be requested at least 1 day in advance of the start date of the requested leave.

2. Leave in excess of 3 days must be requested at least 2 weeks in advance of the start date of the requested leave.

Section 16: Work Week

- A. The pay period consists of 2 workweeks.
- B. All bargaining unit employees assigned to the patrol division will be paid for their meal breaks. If a bargaining unit employee is recalled to service during a paid meal break, or cannot be relieved for a meal break due to work requirements, the bargaining unit employee will not receive additional compensation.

Section 17: Issued Articles

- A. The County shall provide all bargaining unit employees within the scope of this Agreement, the following equipment unless this equipment was provided during the probationary period:
 - 1. One Santa Fe County Sheriff's Badge;
 - 2. One Santa Fe County Sheriff's hat badge;
 - 3. One ballistic vest meeting the National Institute of Justice threat level III-A standard or equivalent. Use of this article is mandatory; and
 - 4. One Sam/Sally Browne belt, one handcuff case, one magazine pouch, one baton holder, one sidearm, one sidearm holster, one pair of handcuffs and one flashlight.
- B. The bargaining unit employee will be responsible for the care, maintenance, warranty, and possession of all issued and assigned articles. Upon cessation of employment with the Sheriff's Office, the bargaining unit employee will be required to return all issued articles in serviceable condition. If a bargaining unit employee fails to timely return County assigned equipment (in serviceable condition excluding normal wear), the County will file a police report related to the failure to return County equipment. Where appropriate, the County will deduct the County equipment's replacement value from the bargaining unit employee's final paycheck. This equipment must be turned in within 2 business days following the bargaining unit employee's termination date.
- C. Should the bargaining unit employee wish to substitute privately owned articles in lieu of issued articles, the privately owned articles must meet the specifications of the issued articles, and their substitution must be authorized in writing by the Sheriff. The County is not responsible for repair/replacement of privately owned articles utilized in lieu of issued articles.
- D. The Sheriff shall determine which bargaining unit employees of the Santa Fe County Sheriff's Office shall be authorized to wear the badges identified in items 1 and 2 above, and/ or the official Santa Fe County Sheriff's Office shoulder patch.

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

1. Name Plate;
2. SFSO Collar Insignia;
3. Required rank insignia to include brass or cloth.

F. Deputies will be responsible for keeping all issued items secured in a locked area when not in use.

Section 18: Uniforms and Equipment

A. The County will bear the cost of any mandatory uniform changes the Sheriff elects to implement, to the following limits for each mandatory change:

- Class A Shirts – One (1)
- Class B Shirts – Two (2)
- Trousers – Three (3)
- Dress hats – one (1)
- Jackets – one (1)
- Footwear – one (1) pair
- Tie – one (1)
- Name Tag – one (1)

B. Each bargaining unit employee, rather than the County, is responsible for the cost of any change in uniform following a Deputy's promotion, demotion or due to changes in uniform necessitated by forces outside the control of the Sheriff, such as when some or all of an existing uniform is discontinued by the manufacturer and the Sheriff determines that equivalent uniforms are not available. When a uniform change occurs, other than a mandatory change in uniforms as set forth in subsection A above, the Sheriff will attempt to schedule the change in uniform to coincide with the issuance of the annual clothing allowance set forth in Section 19. In addition to other authorized items purchased with the clothing allowance, bargaining unit employee shall utilize their clothing allowance to purchase any optional uniform attire authorized by the Sheriff.

C. The County shall be responsible for purchasing two insignia for uniforms.

D. The County will bear the cost of initial issue for any equipment unique to law enforcement, which is required by the Sheriff for a deputy to complete their duty assignment.

The County will bear the cost of the initial issue for any equipment unique to law enforcement,

which is required by the Sheriff for a Deputy to complete their duty assignment.

Section 19: Clothing Allowance

A. Bargaining unit employees will receive a clothing allowance of \$650, less any required deductions, paid to bargaining unit employees by check annually, no later than the end of November. The clothing allowance will be used for the purchase of uniforms and equipment required by the Santa Fe County Sheriff's Office Standard Operating Procedures and this CBA. This clothing allowance is included in the employee's taxable income in accordance with IRS regulations. Purchases will be subject to applicable gross receipts taxes.

B. Any bargaining unit employee found to be in violation of the dress standards set forth in the Santa Fe County Sheriff's Office Standard Operating Procedures and/or as published in this Agreement, or who reports for duty in clothing that is not clean and in good condition as determined by the Sheriff or the Sheriff's designee, may be progressively disciplined, up to and including termination, for not maintaining those standards.

Section 20: Grooming and Dress Standards

Bargaining unit employees shall follow the Grooming and Dress standards as set forth in the Santa Fe County Sheriff's Office Standard Operating Procedures (SOP) or as amended. If the Grooming and Dress standard SOP is revised, the Sheriff's Office will seek input from the Union regarding the revisions.

Section 21: Human Resources Files

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

B. All formal evaluations shall be generated by the immediate supervisor with the rank of Corporal or above (with input and approval from the chain of command) of the bargaining unit employee being evaluated for the majority of their work shifts during the evaluation period, whenever practical. When the supervisor and those in the chain-of-command do not agree on the evaluation, someone in the chain-of-command will meet with the supervisor to discuss the discrepancy.

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

in his/ her Human Resources File.

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

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

1. A written reprimand shall not be used for purposes of discipline 12 months after the Deputy received the reprimand, provided that (i) the bargaining unit employee received no other disciplinary action during the 12-month period following the written reprimand and (ii) the written reprimand is not relevant to the subsequent disciplinary action. If both those conditions are not met, the written reprimand shall be used for purposes of progressive discipline.

2. A suspension shall not be used for purposes of progressive discipline four (4) years after the effective date of the suspension, provided that (i) the bargaining unit employee received no other disciplinary action during the four (4) year period following the suspension and (ii) the suspension is not relevant to the subsequent disciplinary action. If both those conditions are not met, the suspension shall be used for the purposes of progressive discipline

3. The length of a suspension shall be set forth in increments of hours rather than in increments of days. By way of example, rather than receiving a one-day suspension, a bargaining unit employee would be suspended for eight (8) hours, regardless of the length of the bargaining unit employee's shifts.

4. When a bargaining unit employee is suspended for more than sixteen hours, the bargaining unit employee may submit a written request to the Human Resources Director, that their suspension be served over two consecutive pay periods, unless the Sheriff or the Sheriff's designee agrees to non-consecutive pay periods.

Section 22: Extra Duty Assignments

A. The Office will post, through appropriate electronic technology systems and through email, all extra duty assignments, with the exception of mandated time sensitive or operation sensitive assignments. Supervisors will brief bargaining unit deputies concerning

all available extra duty assignments and bargaining unit deputies will be afforded an opportunity to sign up for extra duty assignments on a first come, first served basis.

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

Section 23: Vehicle Damage

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

Section 24: Vehicle Take Home

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

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

C. PROCEDURES.

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

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

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

2. Assignment and Responsibility:

a. All units are assigned individually by unit number;

b. Each bargaining unit employee who is assigned a vehicle will be allowed to commute a maximum of 65 driving miles from the Sheriff's Office located at 35 Camino Justicia, Santa Fe, NM 87508;

c. Bargaining unit employees who, prior to the effective date of this Agreement, had a unit assigned to them for commuting purposes and whose disclosed and approved home address is more than 65 driving miles from 35 Camino Justicia Santa Fe NM shall be allowed to continue to commute to the previously disclosed and approved home address

until they move or their take home vehicle privileges are revoked by the Sheriff, at which time they shall be subject to the geographic limitation set forth in the preceding subparagraph.

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

- a. Bargaining unit employees will not presume any special privileges with the County owned vehicle while off-duty. As an example, parking the vehicle in the designated area at all times, not in a reserved or no parking area;
- b. Unattended vehicles of off-duty bargaining unit employees must be locked at all times;
- c. General rules of conduct covering a bargaining unit employee on-duty in uniform will also apply to a bargaining unit employee in civilian clothes if the bargaining unit employee is driving the County owned vehicle;
- d. The County owned vehicle may only be used to commute to and from the Sheriff's Office, for official County business, and, if approved by the on-duty supervisor, for personal emergencies (e.g., driving to a local hospital to visit a critically injured immediate family member);
- e. The County owned vehicle will not be utilized for carrying heavy or excessive loads and will not have objects protruding from the trunk or windows;
- f. All bargaining unit employees assigned a County owned vehicle on a personal basis shall exercise good judgment in utilizing it and shall not drive or use the vehicle so as to cause unfavorable comment or reflect discredit on the Office;
- g. Bargaining unit employees while off-duty and operating a County owned vehicle should be appropriately attired to effectively perform a Sheriff function if the need arises;
- h. While using the County owned vehicle off-duty, the bargaining unit employee will leave the Office two-way radio turned on;
- i. Bargaining unit employees living in a remote area will park the unit at headquarters when weather conditions could cause the unit to become stuck or require towing out;
- j. In minor cases encountered off-duty, the bargaining unit employee may use the radio to summon an area unit to handle a call and standby and assist until the unit arrives. In the event immediate action is necessary, the off-duty bargaining unit employee will handle the situation;
- k. Bargaining unit employees who return to service while driving a

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

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

m. No bargaining unit employee when using the County owned vehicle will be allowed to carry family members or any other passengers in the vehicle unless on official business;

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

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

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

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

r. Personal use of the County owned vehicle is prohibited. Personal use includes, but is not limited to, using the County owned vehicle on a part time job as part of that employment or as conveyance to or from the outside employment;

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

t. Exceptions to these provisions may be granted only by the Sheriff or his designee.

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

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

i. Performing major mechanical work on the vehicle;

- ii. Altering the body, general design, appearance, and markings, mechanical or electrical system;
 - iii. Making any repairs or having any repairs made to the vehicle other than at the County warehouse or as authorized;
 - iv. Adding accessories or equipment without the written approval of the Sheriff or the Sheriff's designee.
- b. Bargaining unit employees will be responsible for the appearance and cleanliness of the vehicle assigned to them or the vehicle they may be using, both interior and exterior.
 - c. Bargaining unit employees will change flat tires. Repairs to the tires will be made at the warehouse.
 - d. The County will attempt to have all scheduled maintenance, including repairs performed during, or in conjunction with bargaining unit employee's normal duty hours. Maintenance service work, and repair work are to be scheduled in advance.
5. The Bargaining unit employee's immediate supervisor must approve repair work that requires the bargaining unit employee to transport the vehicle to the maintenance facility during off-duty hours and not in conjunction with the beginning or end of the bargaining unit employee's work shift. If approved, reasonable travel time to and from the maintenance facility shall be considered as time worked.
6. The Accident Review Committee will review accidents that occur on and off-duty.

D. DISCIPLINARY PROCEDURES FOR MISUSE OF VEHICLES

- 1. Driving while intoxicated or drinking while operating an Office or other vehicle will be cause for disciplinary action, up to and including termination.
- 2. Any other violation of these provisions will be referred to the office of the Sheriff with any recommendation for disciplinary action using the form "Disciplinary/Corrective Action" and signed by the supervisor.

Section 25: Personal Property Claims

Provided that the damage occurs while the bargaining unit employee is on duty, bargaining unit employees may submit to the County's Risk Management Division claims for damage to medically necessary personal property that the bargaining unit employee must use while on duty to perform their duties, such as prescription eye glasses and hearing aids. Such claims shall be adjusted by the County and/or its insurance carrier in the same manner as any personal property damage claim against the County.

Section 26: Firearms

A. Authorized Weapons

1. The Office shall issue one or more service weapons to all bargaining unit members, except those who are authorized to carry a corresponding private replacement weapon.
2. Any bargaining unit employee wishing to carry a replacement privately owned pistol, shotgun, or rifle must receive written authorization from the Sheriff. Upon receiving such written authorization, the employee must promptly return the corresponding Office issued weapon.
3. Bargaining unit members wishing to carry a private backup weapon must receive written authorization from the Sheriff.
4. Privately owned weapons must be inspected annually by one of the Office Armorers and registered with the Office.
5. Privately owned weapons must be carried utilizing the guidelines outlined in the Office's Standard Operating Procedures, policies, and rules.
6. The Sheriff's decision to deny a request to carry a private weapon or to revoke a prior authorization is not grievable.
7. The County shall not be responsible for any damage to privately owned weapons, regardless of whether the damage occurs on-duty.
8. All other aspects of the carrying or use of Office-issued or privately owned weapons shall be governed by the Office's Standard Operating Procedures, policies, and rules.

B. Authorized Ammunition

1. The Department shall identify authorized ammunition for privately-owned weapons in its Standard Operating Procedures.
2. The Office shall provide qualification and duty ammunition for authorized, privately owned weapons only if the caliber of the privately owned weapon is the same as the corresponding Office-issued weapon. The Office shall not provide ammunition for backup weapons.

Section 27: Internal Affairs

A. The Internal Affairs Unit, comprised of designated individuals holding the rank of Lieutenant through Undersheriff, is established as a staff investigative body, responsible to the Sheriff, for the purpose of conducting administrative investigations with four major purposes:

1. Assist in maintaining Office integrity;
2. Identify bargaining unit employee(s) guilty of misconduct so that they may be retrained and corrected, or if unacceptable for further public service, be removed through proper administrative action;
3. Protect innocent bargaining unit employee(s);
4. Enable the Legal Advisor to render professional legal services to the Sheriff or the Sheriff's representative.

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

1. The Internal Affairs Unit shall initiate an investigation as expeditiously as is feasible, and within forty-five business days of the Sheriff advising that an investigation is needed.
2. The Internal Affairs Unit shall notify any bargaining unit employee who is believed to be a target, in writing, that they are the target of an internal affairs investigation prior to commencing interviews in the investigation.
3. The interview shall be during the bargaining unit employee's normal waking hours, or when the bargaining unit employee is on duty, unless the purpose of the interview dictates otherwise or the parties agree to an alternate time. When practical, interviews should be scheduled at a reasonable time convenient to both parties. Interviews and investigations shall be concluded with no unreasonable delay. The bargaining unit employee under investigation must, at the time of the interview, be informed of the name and rank of the bargaining unit employee in charge of the investigation, the name and rank of the bargaining unit employee who will be conducting the interview, and the names of all persons present during the interview.

a. For the purposes of this section, any time a bargaining unit employee is in a paid status, that bargaining unit employee is considered on duty. Bargaining unit employees shall be compensated during time spent being interviewed and interviews shall be conducted in accordance with the Peace Officer's Employer-Employee

Relations Act of New Mexico. The timing of interviews for critical incidents will be determined by the investigator on a case by case basis.

4. Interviews shall take place at a location designated by the investigating employee.

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

6. The bargaining unit employee shall be informed of the nature of the investigation before any interview commences. The address of the complainants and/ or witnesses need not be disclosed, however, sufficient information to reasonably apprise a bargaining unit employee of the allegations shall be provided. If the Internal Affairs Investigator believes at the time of the initial contact that the bargaining unit employee to be interviewed is a witness only, the bargaining unit employee should be so informed at the initial contact. If the bargaining unit employee is not informed of the nature of the investigation, the bargaining unit employee shall not be required to answer any questions until they are informed.

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

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

9. Both parties agree that the bargaining unit employee may, at the initial contact with the Internal Affairs Investigator, request that video footage or written reports which will be the subject of questioning by the investigator, be made available for review prior to the start of the investigative interview.

10. The complete interview of the bargaining unit employee shall be recorded, either mechanically or by a stenographer. There will be no "off the record" questions or statements. All recesses called during the questioning shall be noted on the record. The following provisions govern recordings and transcripts of interviews:

a. Any recording shall be preserved and may be introduced as part of the disciplinary process.

b. An accurate copy of the recording of the interview of the bargaining unit member under investigation shall be provided to that bargaining unit member upon the bargaining unit member's written request, no later than fifteen working days after the

investigation has been completed.

c. If the internal affairs investigation results in a recommended suspension, demotion, or termination, the Sheriff's Office shall cause, at its expense, the recording of the interview of the bargaining unit member under investigation to be transcribed upon the written request of the bargaining unit employee under investigation. The bargaining unit employee under investigation shall receive a copy of the transcript.

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

12. In the event it is determined that the complainant has falsified their statements, the Office may take whatever action it deems appropriate and the bargaining unit employee may, at the bargaining unit employee's discretion, pursue whatever legal remedies are available.

13. Any bargaining unit employee found to be knowingly withholding evidence or information or providing false testimony pertaining to an investigation is in violation of this Agreement, may be engaged in misconduct, and may be subject to disciplinary action up to and including termination.

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

1. Allegations or complaints of misconduct of Office personnel which, if found to be true, would likely result in disciplinary or criminal proceedings against the offending parties;
2. Allegations of misconduct or serious violations of the Standard Operating Procedures
3. Situations where a bargaining unit employee has been killed or seriously injured;
4. Situations where any person has been killed or seriously injured by a

bargaining unit employee, whether on or off-duty;

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

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

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

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

E. Duties of Office Personnel.

1. Bargaining unit employees who are supervisors will submit a written communication to their supervisor regarding complaints or possible conduct or performance which might merit an investigation, including an Internal Affairs Investigation, so that the supervisor can determine whether the concern should be brought to the next in their chain of command, so that ultimately the Sheriff, or Sheriff's designee can determine whether to initiate investigations of breaches of conduct of personnel when the supervisor observes a suspected infraction or a complaint or allegation is tendered to the supervisor, regardless of the source of the complaint or allegation. Bargaining unit employees who are supervisors and who fail to initiate an investigation or take appropriate action when infractions are observed by or reported to them will be subject to discipline, up to and including termination.

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

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

- Tardiness in reporting for duty;
- Improper wearing of the uniform;
- Failure to carry and/or maintain official equipment;
- Failure to report back in service upon completing an assignment or busy status;
- Non-serious traffic accidents;
- Complaints or allegations relative to differences of opinion between bargaining unit employees and citizens over the issuance of a citation unless there is an allegation of a violation of law or Office order on the part of the bargaining unit employee.

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

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

1. Sustained - the allegation is supported by sufficient proof.
2. Non-sustained - the evidence is insufficient to prove or disprove the allegation.
3. Unfounded - no basis for the complaint.
4. Exonerated - the incident complained of was lawful or proper.

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

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

1. Internal Affairs investigations are aimed primarily at determining the facts and circumstances relating to a bargaining unit employee's conduct. Internal Affairs may call upon other units of the Office for support. The Internal Affairs Investigator responsible for an investigation will not make recommendations regarding the level of discipline to be imposed.

2. The activities of the Internal Affairs Unit and those of Criminal

Investigators will, of necessity, overlap in many areas. In those instances, the bargaining unit employees involved should work in harmony in the best interest of determining the truth.

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

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

1. Examiner opinions constitute but a single element of all information that becomes available during a complete and thorough investigation.
2. The polygraph or other examiner shall not attempt to coerce a confession from the examinee. Such conduct will be considered a violation of NMSA 1978, Section 29-14-1 et seq.
3. The provisions of this section shall apply whether the examination is mechanical, medical or psychological.
4. Polygraph examiners utilized by the Santa Fe County Sheriff's Office shall have been trained at a reputable course of instruction accredited by the American Polygraph Association.
5. Prior to conducting any polygraph examination, the examiner shall be given full and unrestricted access to the investigative materials to that point and the examiner may utilize this in formulating questions.

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

L. Each level of command and/or supervision at the level of Lieutenant or above will have a minimum of 5 working days and no more than thirty days, to review, and an opportunity to make comments and recommendations on, any disciplinary action once the investigation is completed.

M. Upon an Internal Affairs Investigation being completed, the Sheriff shall have forty-five working days to review and classify the investigation, or request that further work be done to complete the investigation.

N. Once commenced, an Internal Affairs Investigation will be completed and submitted for review to the Sheriff within one hundred and twenty calendar days. If additional

time is required, written notice shall be given by the Internal Affairs Investigator, to any known target of the investigation, that additional time will be required to complete the investigation.

O. If a supervisor below the level of Lieutenant commences a disciplinary investigation, and that investigation is ultimately elevated to an internal affairs investigation, the supervisor may be tasked with working on the investigation even after it becomes an internal affairs investigation.

P. Any Internal Affairs Investigation commenced prior to the adoption of this Agreement, shall be governed by the Internal Affairs Section in the collective bargaining agreement in place at the time of their commencement.

Section 28: Disciplinary/Criminal Action

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

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

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

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

E. Prior to the imposition of discipline other than a verbal or written reprimand or warning, the bargaining unit employee will be advised of the charges against the bargaining unit employee and given an opportunity to respond to the Sheriff. The response may be verbal or in writing. When responding to allegations, the exclusive representative of the bargaining unit who was neither a witness nor a target in the investigation, or an attorney of the bargaining unit employee's choosing, may accompany the bargaining unit employee. The representative may present the bargaining unit employee's side of the issue or assist the bargaining unit employee in doing so. The bargaining unit employee may also choose to present their side of the issue without representation. The bargaining unit employee will be allowed up to 2 hours to get their representative to a designated area.

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

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

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

Section 29: Disciplinary Procedure

A. These disciplinary procedures apply to:

1. Suspensions,
2. Demotions, and
3. Terminations, as taken by the County.

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

C. In lieu of scheduling a pre-disciplinary meeting, a bargaining unit employee and the Sheriff may agree in writing to first attempt to resolve a disciplinary action through mediation.

D. Pre-Disciplinary Meeting

1. Request for pre-disciplinary meeting: Within five (5) working days of receipt of the recommended disciplinary action from the Sheriff's Office, the employee may request a pre-disciplinary meeting, by notifying the Human Resources Director and the Department Director/Elected Official, in writing. Failure to timely request a pre-disciplinary meeting shall constitute the bargaining unit employee's acceptance of the proposed disciplinary action and an irrevocable waiver of the right to have the discipline reviewed by the Human Resources Director, County Manager (in the case of terminations), or arbitrator.

2. Pre-disciplinary Meeting Process: Within five (5) working days of receipt of the request for a pre-disciplinary meeting, the Human Resources Director or designee shall schedule a time, date and location for the pre-disciplinary meeting. The time, date and location of the pre-disciplinary meeting can be revised upon written agreement of both parties.

3. The Human Resources Director or designee and the appropriate Department Director/Elected Official or designee shall meet with the employee and the employee's representative, if any, at the appointed time, date and location. At this pre-disciplinary meeting, the employee shall have the opportunity to respond to the recommended disciplinary action, and may present information through sworn testimony or through the sharing of relevant documents and other information relevant to the Human Resources Director's decision regarding the recommended discipline. The bargaining unit employee must disclose the

names of the individuals who will offer information at least twenty-four hours in advance of the meeting and confirmation that the amount of time designated for the meeting is sufficient. In order to protect the confidentiality of the disciplinary process, those offering information on behalf of the bargaining unit employee will be invited to join the meeting only while offering information. The County Attorney or designee may also be present. Pre-disciplinary meetings may be recorded.

4. The Human Resources Director or designee will issue a decision within five (5) working days of the pre-disciplinary meeting. The written decision shall include the date, time and location of the meeting; persons present; and the determination. The written decision shall be either delivered directly to the employee (obtaining the bargaining unit employee's signature of receipt of the decision) or be sent to the bargaining unit employee by certified mail, return receipt requested. A decision to suspend or demote an employee by the Human Resources Director is final at the County level and may only be reviewed through binding arbitration.

5. Within five (5) working days of receipt of the decision, or seven (7) working days of the date sent via certified, return receipt mail, the employee has a right to appeal the decision of the Human Resource Director to the County Manager if the Human Resources Director's decision is termination. Failure to timely appeal the Human Resources Director's decision of termination shall constitute the bargaining unit employee's acceptance of the termination and an irrevocable waiver to have the discipline reviewed through binding arbitration.

6. The County Manager may, but shall not be required to, hold a meeting with the bargaining unit employee within ten (10) working days of the employee's appeal. The County Manager will render a written decision within ten (10) working days of receipt of the employee's appeal request or, if a meeting is held, within ten (10) working days of the meeting. The County Manager's decision will be hand delivered or mailed by certified mail, return receipt requested.

Section 30: Arbitration

A. This procedure shall be the sole and exclusive method for a party to resolve any and all claims arising from the grievance process referred to in Section 53 or the disciplinary grievance process which resulted in suspension, demotion or termination referred to in Section and 29.

1. Prior to a request for binding arbitration the procedure for the settlement of the grievance (Section 53) or disciplinary process (Section 29), must have been exhausted.

2. Initiating the arbitration:

a. The individual or entity commencing arbitration shall be referred to as the grievant. If the grievant is the Association or a current or former employee: The grievant must serve a request for arbitration on the Human Resources Director, within ten (10) days from completion of the final grievance step or completion of the disciplinary process, along with Federal Mediation and Conciliation (FMCS) arbitration

form R-43 and a check for half of the fee to obtain a list of seven arbitrators. The FMCS form must be signed by the grievant or the grievant's representative. The request for arbitration must state the name of the grievant (e.g. the Association, the employee, or the past employee), that the grievant understands and agrees to pay one half of the arbitration fees and costs, and must provide the email address, phone number, and mailing address, to be used to contact the grievant. If the grievant is the Association, or will be represented by the Association, the bargaining unit president must author and submit the request for arbitration and if they are pursuing arbitration on behalf of an employee, must identify the name of the employee on whose behalf they are grieving. Failure to identify the above information or submit the request for arbitration by the correct individual, shall be a waiver of the right to arbitration. The grievant shall only complete Section 2 of the form, the agreed upon special requirements, and the signature block at the special requirements section of the form and Section 9, or similar sections of the form if the form is revised, prior to submitting the form to the County. The County will complete the remaining portions of the form. Failure to include the signed form completed as instructed above and/or failure to include a check is a waiver of the right to arbitration. The following special requirements shall always be identified for an arbitrator: Select panel from Nationwide; Organization or Certification – Attorney; and Issue Specialization- Labor and employment.

b. If the grievant is the County – The County must serve a request for arbitration on the Association, within ten (10) days from completion of the final grievance step or completion of the disciplinary process along with a FMCS arbitration form R-43. The request for arbitration must provide the email address, phone number, and mailing address to be used to contact the County. Failure to identify the above information shall be a waiver of the right to arbitration. Within five (5) days, the Association shall complete Section 2 of the FMCS R-43 form, the agreed upon special requirements, and the signature block at the special requirements section of the form and Section 9, or similar sections of the form if the form is revised, and submit the form and a check for half of the fee to obtain a list of seven arbitrators to the County. The County will complete the remaining portions of the form. The following special requirements shall always be identified for an arbitrator: Select panel from Nationwide; Organization or Certification – Attorney; and Issue Specialization- Labor and employment.

3. Within ten (10) days from receipt of the complete request for arbitration, the County will submit the fees and form to FMCS and a copy to the other party; provided, however, that during this ten (10) day period or such extended

period as to which the parties may mutually agree, the parties may mutually agree upon an arbitrator, in which case the portion of the fee paid by the Union shall be returned, if not already paid to FMCS. Failure to timely submit the form shall entitle the other party to submit a form seeking a list to the FMCS within ten (10) days following the default. Failure to submit the form seeking a list to FMCS within that ten days will result in waiver of the right to pursue arbitration.

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 priority, certified return receipt requested and will be emailed to the Human Resources Director or to the Complainant and will be considered served effective when the email is sent.
- B. Within fifteen days of receipt of the list, the parties to the arbitration shall select an arbitrator in the following manner:
1. Each party will strike on (1) name alternately until a single name remains and the individual whose name remains shall be the Arbitrator. The party initiating arbitration, e.g. the grievant, shall strike the first name from the FMCS list of arbitrators.
 2. 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. The County shall work diligently to place the arbitrator under contract with the County before the arbitrator undertakes any work on behalf of the parties.
- C. The Arbitrator may conduct pre-hearing conferences telephonically with the parties, to include motions for discovery, scheduling of exchange of exhibits and a list of witnesses with a summary of the anticipated testimony, and other pre-hearing items. The arbitration will be held in Santa Fe County. The arbitration shall be held within sixty (60) days of placing the arbitrator under contract with the County, absent an agreement in writing signed by the parties extending that deadline.
- D. The Arbitrator shall decide issues of arbitrability prior to hearing the merits of the case. If the Arbitrator determines the case is arbitrable, then the Arbitrator shall consider the facts of the grievance in arbitration and following the hearing shall prepare and submit to the parties, in writing, a report and decision within thirty (30) calendar days or as close thereto as possible 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.

- E. The grievant, e.g. the party alleging the violation of this Agreement, shall have the burden of proof in grievances, except, 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 a 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.
- F. The cost of services of the Arbitrator shall be shared equally by the parties to the arbitration. Each party will be responsible for compensating its own witnesses and representatives. The arbitrator shall require the parties to place in escrow four thousand dollars (\$4,000) each to be applied to the arbitrator's fees, expenses, and costs. If the fees, expenses, and costs exceed the amount in escrow, the parties will share the additional fees, expenses, and costs equally. If the fees, expenses, and costs are less than the amount in escrow, the unused escrow funds shall be divided evenly between the parties. Failure of a party to pay fees, expenses and costs to the Arbitrator shall constitute a violation of this CBA enforceable through a prohibited practices complaint filed with the Public Employee Labor Relations Board.
- G. 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 their 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.
- 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 employee including, but not limited to, unemployment insurance benefits. The employee has an obligation to mitigate their 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 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.

Section 31: Shift Assignments

A. Shifts will be assigned by the process of shift bidding for Bargaining Unit Employees assigned to the Patrol Division. Such shift bidding will be conducted by seniority (as defined in this CBA) approximately every 6 months, at times determined by the Sheriff.

B. The Association will submit to the Sheriff or designee a list of all bargaining unit employees and the shift they are requesting no less than 30 days prior to the effective date of the schedule. If a list is not provided 30 days or more in advance, the Sheriff or designee may assign shifts accordingly. The Sheriff or the Sheriff's designee will advise bargaining unit members of the date of the shift bid, at least forty-five days in advance of that date. However, for the shift bid which will occur in the fall of 2024, notice of the date of the shift bid shall be given as soon as practical and bargaining unit employees will have at least ten calendar days to submit their shift bids.

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

D. Days off will be rotated every 12 weeks for bargaining unit employees assigned to the Patrol Division.

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

F. Nothing in this section shall limit the right of the Sheriff to temporarily, for a maximum of ninety (90) days, modify shifts and days off to address emergencies, staffing shortages, and/or shifts staffed without adequate numbers of experienced employees. After ninety (90) days, the Sheriff and the NMCP SO/SFSDA will meet to evaluate the status of the temporary modification.

G. Schedules.

1. Initially after the effective date of this Agreement:
 - a. Bargaining unit members within the Patrol Division will work four (4), ten (10) hour shifts, with three (3) consecutive days off; and
 - b. Other bargaining unit members will work five (5), eight (8) hour shifts, with two (2) consecutive days off.
2. The Sheriff reserves the absolute right to change the normal schedule of bargaining unit members during the term of this Agreement. The Sheriff shall provide impacted bargaining unit members with a minimum of two weeks' notice of any change to their normal work schedule. The two-week notice may be waived by agreement of the County and the bargaining unit employee.

H. The Sheriff may establish permanent patrol districts based on personnel and calls for service. The shift supervisor will be responsible for the daily assignment of districts.

Section 32: Special Orders

All special Orders will be disseminated using email, or other electronic communication systems, and a hard copy will be placed in a folder in the briefing room. All special orders will be stored digitally in a manner that is readily accessible electronically for bargaining unit employees. Bargaining unit employees shall remain updated on Special Orders.

Section 33: Critical Incidents

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

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

Section 34: Retirement

Santa Fe County shall provide the eligible bargaining unit employees Public Employee Retirement Association (PERA) benefits under Municipal Police Plan 5. The County will pay 75% of the employee's contribution toward the Municipal Police Plan 5, based on the contribution rates which go into effect on July 1, 2024. The aforementioned irrevocable contribution rate reflects an increase from the contribution rate in effect prior to the adoption of this Agreement, and the increased contribution rate will commence at the start of the first full pay period after the Public Employee Retirement Association Board of Trustees (PERA Board) approves the increase in the County's contributions and informs the County of that approval in writing.

By way of clarification, in Fiscal Year 2025, individual employee contribution rates will be 19.30% of the employee's PERA-eligible earnings. Once the negotiated increased contribution rate of the County is approved by the PERA Board, the County will pay 14.48% of the bargaining unit employee's PERA eligible earnings to PERA on behalf of each bargaining unit employee. In addition, the County will pay to PERA, the employer contribution of 20.65% of the employee's PERA-eligible earnings.

Employee Contributions	4.82%
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County Contributions on Behalf of the Employee	14.48%
Employee PERA	19.30%
 County Contributions	 20.65%
TOTAL PERA CONTRIBUTIONS	39.95%

Section 35: Holiday and Premium Pay

A. Legal holidays for bargaining unit employees who are assigned to divisions that are staffed 24 hours a day, seven days a week will consist of the following days, regardless of when Santa Fe County observes the holiday for non-bargaining unit employees:

New Year's Day – January 1
Dr. Martin Luther King Jr.'s Birthday – the third Monday in January
Memorial Day - the last Monday in the month of May
Independence Day – July 4
Labor Day - the first Monday in the month of September
Indigenous Peoples' Day – the second Monday of October
Veteran's Day – November 11
Thanksgiving – the fourth Thursday of November
Friday, the day after Thanksgiving Day
Christmas Day – December 25

B. Legal holidays for bargaining unit employees who are assigned to divisions that are normally staffed Monday through Friday shall be the same as those stated in Paragraph A but shall be observed on the days designated by Santa Fe County.

C. Bargaining unit employees who do not work on a holiday shall be paid for their scheduled work hours at their straight time rate. Work performed by a bargaining unit employee on a holiday will be compensated at the bargaining unit employee's straight time rate plus time and one-half that rate for their regular scheduled shift. This pay will be referred to as Holiday Premium Pay. Thereafter, work will be straight time unless the bargaining unit employee qualifies for Overtime under the Overtime provision of the Agreement.

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

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 will not be charged against the employee's accrued annual or sick leave.

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

G. Bargaining unit employees shall also receive one (1) personal holiday per calendar year. The bargaining unit employee must submit to his immediate supervisor a request to take a personal holiday 5 working days prior to the date requested. Approval is subject to the Sheriff's Office manning requirements as determined by the Sheriff. A personal holiday (i) must be taken in a full workday increment; (ii) must be used by the end of the last pay period that begins in December of the calendar year in which it is awarded or it is forfeited; and (iii) shall not be compensated for upon separation from County employment.

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

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

Section 36: Wages

A. Commencing the first full pay period that begins after the effective date of this Agreement, or July 1, 2024, whichever is later, bargaining unit employees shall receive the following base hourly rates of pay:

Position Title	Hourly Rate
Sheriff Deputy I	34.03
Sheriff Deputy II	35.75
Sheriff Deputy III	41.25
Sheriff Corporal	44.00
Sheriff Sergeant	47.70

B. Funds that might have been allocated for a cost of living increase at the start of 2025 were instead allocated to the wage increases set forth in Section A above. Therefore, any cost of living increases which are given to non-bargaining unit employees prior to February of 2025, will have no impact on wages for bargaining unit employees. However, commencing in February of 2025, and during the term of this Agreement, if, in its discretion, the BCC decides to provide cost of living increases to County employees who are not members of any bargaining unit, the rates of pay set forth in Paragraph A will be adjusted by the percentage amount of the cost of living increase approved by the Board; provided, however, that, in the event more than

one percentage cost of living increase is applicable to bargaining unit members, the percentage applicable to most bargaining unit employees shall be applied to all. By way of example, if a cost of living increase is given to County employees who are not members of any bargaining unit in January of 2025, that cost of living increase would have no impact on the rates of pay of bargaining unit members. However, if County employees who are not members of any bargaining unit receive a cost of living increase of one percent (1%) at the start of the first full pay period in April of 2025, bargaining unit employees would receive the same cost of living increase.

C. The pay rates in Paragraph A, as adjusted pursuant to Paragraph B, will be effective through June 30, 2027, and shall expire on that date even if the Agreement remains in effect pursuant to NMSA 1978, Section 10-7E-18(D). This means that after the expiration of the Agreement, bargaining unit members shall receive no pay increases even in the event of a promotion.

D. There shall be no other salary increases under this Article or Agreement. All pay increases called for in this Agreement which go into effect in future fiscal years are expressly contingent upon adequate and specific appropriations being made by the BCC to fund them.

E. Referral Bonuses

1. Definitions

- a. "Eligible Positions" are any vacancy in Santa Fe County.
- b. "Referred Employee" means an employee hired into an Eligible Position after the effective date of this Agreement, who indicates on the employee's application for employment that they were referred by an employee in the bargaining unit.
- c. "Referring Employee" is an employee in 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 fourteen days after the end of the pay period in which the Referred Employee completes thirteen pay periods of continuous employment in an Eligible Position; and
 - ii. Five hundred dollars (\$500) payable within fourteen days after the end of the pay period in which the Referred Employee completes 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 prior to completing their probationary period shall be entitled to receive any referral bonus which becomes due following completion of the probationary period.

Section 37: Overtime/Compensatory Time

A. As used herein, workweek or work period means a period of seven (7) consecutive days beginning at 12:01 a.m. on Saturday and ending at 12:00 a.m. the following Friday.

B. Hours worked in excess of 40 hours in a work period shall be considered as overtime. Overtime shall be paid at the rate of one and one-half of the employee's base rate of pay. The following examples illustrate these principles.

1. Assume a Deputy III whose base rate of pay is \$41.25/hr. and works the graveyard shift during the work period, for which the employee receives a 7.5% shift differential. If the employee worked 45 hours in that work period, the five (5) hours worked in excess of 40 in that work period would be compensated at the rate of \$61.87/hr. – i.e., 1.5 X \$41.25. This is true regardless of the shift on which the Deputy III worked the overtime.

2. Assume a Sergeant whose base rate of pay is \$47.70/hr. and who is assigned to the Criminal Investigations Division/Narcotics Unit, for which the employee receives \$143.07 per pay period. If the sergeant works 45 hours in a work period, the five (5) hours worked in excess of 40 in that work period would be compensated at the rate of \$71.55/hr. – i.e., 1.5 X \$47.70.

C. The parties recognize that the overtime pay provided for in Paragraph B of this Section usually will be greater than the overtime pay due to law enforcement personnel under Section 7(k) of the Fair Labor Standards Act (FLSA). In the event, however, that an employee would be due more in overtime pay under Section 7(k) of the FLSA than the overtime pay provided for in Paragraph B of this Section, the employee shall receive the amount due under the FLSA, calculated on the premise that the employee was compensated for hours worked in excess of their normal forty-hour schedule at their base hourly rate of pay. The following example illustrates these principles.

1. Assume a Deputy III whose base rate of pay is \$41.25/hr. and who works the graveyard shift during the work period, for which the employee receives a 7.5% shift differential. The employee works 20 hours of overtime in the work period, for which the employee is compensated at the rate of \$61.87/hr. The regular rate of pay in this hypothetical work period is \$43.31/hr. – i.e., $((41.25 * 7.5\%) + 41.25) * 40 + (20 * 41.25) / 60$. The gross pay due under the FLSA in this hypothetical work period would be \$3,011.25 – i.e., $(43 * (41.25 * 7.5\%) + 41.25) + (17 * (43.31 * 1.5))$. The employee would be paid the greater of this amount or the amount due under Paragraph B.

D. A bargaining unit employee's designated workweek shall not be changed to avoid the payment of overtime. Schedules, shifts or days off will not be changed solely to avoid the payment of overtime.

E. In lieu of payment of overtime, a bargaining unit employee may request compensatory time. A bargaining unit employee may accumulate no more than 120 hours of compensatory time.

F. A bargaining unit employee who terminates employment with Santa Fe County shall be paid for any unused compensatory time.

Section 38: Shift Differential

A. The Sheriff shall designate the hours that constitute Swing Shift and Graveyard Shift. Changes to the designated shifts shall be announced to bargaining unit employees a minimum of two (2) weeks before the start of the pay period in which the change will be effective.

B. Bargaining unit employees working Swing Shift hours will receive a Shift Differential pay of 5% of their base hourly rate for their regularly scheduled, non-overtime, Swing Shift hours worked.

C. Bargaining unit employees working Graveyard Shift hours will receive a Shift Differential pay of 7.5% of their hourly rate for their regularly scheduled, non-overtime, Graveyard Shift hours worked.

Section 39: Specialty Pay

A. Bargaining unit employees may receive pay for assignment to a maximum of two (2) specialized duty assignments at any one time. In order to apply for specialty or additional duty positions, bargaining unit employees must have two (2) years of continuous service with the Sheriff's Office immediately preceding their application or one (1) year of continuous service with the Sheriff's Office immediately preceding their application plus at least one (1) year of prior law enforcement experience. If there are no applicants for a specialty duty

assignment, the Union and the Sheriff's Office may agree to a waiver of the prior service requirement for the particular assignment.

B. The specialty pay for various specialty assignments is as follows:

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

2. Detective - Bargaining unit employees who are assigned to the Criminal Investigations Division/ Narcotics Unit, will be compensated at the rate of \$175.38 per pay period.

3. Field Training Officer (FTO) - Bargaining unit employees below the rank of Sergeant designated by the Department as a Field Training Officer will be compensated at the rate of \$60.00 per pay period. In the event of a lack of FTOs, the Department may designate a Sergeant to fulfill the FTO duties which would otherwise be undertaken by lower ranking bargaining unit members. The appointment of a Sergeant as a FTO will be temporary, lasting only until the end of the pay period following which either:

- a. A lower ranking bargaining unit member will take over the field training duties;
or
- b. The field training duties are no longer needed and the Sergeant is no longer responsible for field training; or
- c. The Department elects to appoint a different Sergeant as a FTO.

During the appointment period, Sergeants will receive specialty pay at the rate of \$60.00 per pay period. The compensation is dependent on the bargaining unit employee being assigned a trainee.

4. S.W.A.T. Team - Bargaining unit employees below the rank of Lieutenant who are assigned as a regular member of the S.W.A.T. Team will be compensated at the rate of \$46.15 per pay period.

5. Traffic Accident Investigation Unit (Fatal Team) - Bargaining unit employees who are assigned to the Fatal Team will be compensated at a rate of \$46.15 per pay period.

6. Warrant Agents - Bargaining unit employees who are assigned as a Warrant Agent will be compensated at a rate of \$46.15 per pay period.

7. Bilingual Pay - Bargaining unit employees who are assigned by the Sheriff to provide bilingual services, shall be compensated at a rate of \$46.15 per pay period. To be

eligible for this assignment, bargaining unit employees must be certified as proficient in a language established as eligible for bilingual certification by the Human Resources Director. The certification of proficiency will be established by an expert selected by the Human Resources Director. These assignments shall not commence until Human Resources has established a certification program. Certification does not ensure that a bargaining unit employee will be assigned to provide bilingual services.

C. Bargaining unit lateral employees shall complete one year of continuous service with the Santa Fe County Sheriff's Office to be eligible for incentive positions (investigations, S.W.A.T., FTO, Fatal Team, Warrants, bilingual). The one-year requirement may be waived upon mutual agreement between the Union and Management.

Section 40: On-Call Time

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

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

C. A bargaining unit employee who is on-call is not required to remain at any particular location, and is free to engage in his or her own chosen activities so long as the following criteria are met:

1. The employee on-call shall ensure the cell phone or other means of communication between the County and the employee is working properly;
2. The employee must call back within ten (10) minutes of receiving a call, and leave to the call within thirty (30) minutes of receiving a call if needed; and
3. The employee must arrive in "fit" condition.

D. A bargaining unit employee assigned on-call status will be granted 8 hours of pay at their base hourly rate of pay. A bargaining unit employee who completes less than a week of on-call status will be paid .0625 hours at their base hourly rate of pay, per hour of on-call status.

E. On-call employees will be considered on duty for the County from the time they leave home or when they receive or return a call until they return home or the call ends. This time is considered time worked, and bargaining unit employees will be compensated for such time in addition to the hourly compensation provided for in Paragraph D of this Section.

Section 41: Court Time

A. Bargaining unit employees will be awarded a minimum of 2 hours worked for in person court appearances on their day off, even if their actual time spent at the courthouse is less than 2 hours. If their time for an in person court appearance on their day off is more than two

hours, they will be compensated for actual time worked.

B. In the event that a bargaining unit employee is scheduled for more than one court appearance on the same off duty day, the bargaining unit employee will be awarded 2 hours worked for each court appearance so long as there are more than 2 hours between the end of the first appearance and the beginning of the second appearance. If their time for more than one in person court appearance on their day off is more than 4 hours, they will be compensated for the actual time worked.

C. For court appearances on their day off that take place digitally, or in a remote setting, the bargaining unit employee will be awarded a minimum of 1 hour worked. If the remote appearance takes more than one hour, they will be compensated for actual time worked.

D. In the event that a bargaining unit employee is scheduled for more than one remote court appearance on the same off duty day, the bargaining unit employee will be awarded 1 hour worked for each court appearance so long as there are more than 2 hours between the end of the first appearance and the beginning of the second appearance. If their time for more than one in person court appearance on their day off is more than 2 hours, they will be compensated for the actual time worked.

E. Bargaining unit employees will not be awarded time worked for canceled off duty court appearances, unless court is canceled on the same day, in which case the bargaining unit employee will be awarded a minimum of 1 hour of time worked for in person court appearances or half an hour for remote court appearances, regardless of the number of appearances canceled for that day.

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

Section 42: Call Back

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

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

Section 43: Annual Leave

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

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

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

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

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

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

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

Section 44: Sick Leave

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

B. Sick leave may be granted for absence from duty for personal illness, injuries, or legal quarantine, as well as to care for a sick member of the bargaining unit employee's immediate family. Sick leave may also be used for scheduled health care appointments. An "immediate family member" is defined as a spouse, child, parent, sibling, grandparent, grandchild, step-parent, step-child, step-sibling, foster child, father-in-law, mother-in-law, son- and daughter-in-law.

C. Bargaining unit employees are required to provide a physician's certification for absences due to sick leave of 3 consecutive days or more. Bargaining unit employees may also be required to provide a physician's certification for requested sick leave in the event the County has reason to believe that a bargaining unit employee is using sick leave for reasons other than those detailed in Paragraph B of this section.

D. Bargaining unit employees may be disciplined, to include possible termination

of employment, for taking of sick leave for reasons other than those detailed in Paragraph B of this section.

E. Bargaining unit employees requesting unplanned sick leave must notify their immediate supervisor, if available, or the on-duty supervisor, if the immediate supervisor is not available, at least 180 minutes prior to the beginning of their scheduled work shift. The failure to do so may result in discipline.

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

G. Bargaining unit employees may utilize their approved sick leave in one minute increments.

Section 45: Bereavement Leave

A. Bereavement leave will be granted for up to 3 days following the death of an immediate family member. Bereavement leave shall be granted as paid administrative leave with pay and not charged to accrued leave of the bargaining unit employee.

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 Sheriff 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.

Section 46: FMLA

Please refer to the Santa Fe County Human Resources Handbook.

Section 47: Military Leave

Please refer to the Santa Fe County Human Resources Handbook.

Section 48: Injury Timer /Workers Compensation

Please refer to Santa Fe County Rules and Regulations.

Section 49: Light Duty

A. In consideration of workload requirements, Office priorities, and the capability and suitability of a bargaining unit employee to perform specified duties, the County may, in its discretion, grant light duty following a non-work related injury or illness. Light duty assignments must be approved by the Sheriff and Human Resources Director and may be revoked at any time. Such decisions are not grievable.

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

C. 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.

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

E. Light duty shall not exceed six (6) months in duration.

Section 50: Promotions

A. Except as limited by this Agreement, the Sheriff is responsible for promulgating and implementing promotional procedures consistent with the Santa Fe County Human Resources Management Rules and Regulations and applicable State and Federal Laws. The NMCPSO/SFCDSA may provide input in writing regarding the improvement of the efficiency and effectiveness of the promotional process. The following non-probationary sworn positions shall be covered under this section and shall wear the following Chevrons on duty uniforms to signify the bargaining unit employee's status: Deputy I (no Chevron), Deputy II (no Chevron), Deputy III (1 stripe Chevron), Corporal (2 stripe Chevron), and Sergeant (3 stripe Chevron).

B. Bargaining Unit employees who are demoted or who do not successfully complete the trial and evaluation period of a newly promoted Deputy, Corporal or Sergeant shall not be eligible to apply for a promotion for a period of twelve months after the date of demotion or date of reclassification after unsuccessful completion of the trial and evaluation period.

C. This paragraph applies to Deputy I, Deputy II, and Deputy III positions only. A lateral hire, upon completion of the probationary period, shall become a bargaining unit employee covered by this Agreement. Upon completion of the probationary period, lateral hires will be placed on the pay scale adopted pursuant to this Agreement with credit for work as a law enforcement officer prior to employment with the County. Lateral hires shall receive credit for the number of years they served as a law enforcement officer prior to joining the County with a minimum of one year and up to a maximum of five years of credit. Lateral hires will only receive credit for prior experience if they are certified by the State of New Mexico Department of Public Safety or receive certification by waiver through the State of New Mexico Department of Public Safety. Lateral employees will move into the next salary step upon reaching their subsequent employment anniversary date.

D. Upon completion of a minimum of 24 months as a Deputy I, Deputies may be eligible for promotion to Deputy II if they have demonstrated satisfactory job performance and if funds are available. In addition to the current ranks within the department, the rank of Deputy III/Senior Deputy exists. Attainment of the rank of Deputy III/Senior Deputy shall be based upon 5 years of continuous service with the Sheriff's Department. In order to be eligible for the position of Deputy III, the Deputy must demonstrate a satisfactory job performance as a Deputy II. Law enforcement experience prior to joining the County, that is recognized by the County, shall count towards the service requirements for promotion to Deputy II and Deputy III.

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

F. Process for Deputy II and Deputy III Promotion
Step 1

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

Step 2

The immediate supervisor will prepare a new performance evaluation if one is needed. A new performance evaluation is not needed when the last evaluation on the Deputy was conducted within six months of the promotion eligibility date. The immediate supervisor must obtain the most recent two evaluations concerning the Deputy. The evaluations must demonstrate adequate job performance. The supervisor is also responsible for researching the eligible Deputy's official human resources file to search for any disciplinary actions. Disciplinary actions older than four (4) years will not be considered in this promotional process as long as no other disciplinary actions have been imposed. The supervisor must further complete a memorandum of recommendation addressed to the Sheriff. The supervisor must forward to the Sheriff or designee the following items:

1. Initial memorandum by eligible Deputy
2. All letters of recommendation
3. Recommendation memorandum from immediate supervisor
4. Most recent two performance evaluations
5. New evaluation if applicable
6. Disciplinary actions if applicable

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

Step 3

- a. The Sheriff or designee will review and consider the information that is submitted by the supervisor. The Sheriff or designee will make a decision to promote or not promote the Deputy based upon the criteria in Section 50 of the union contract, and the information provided by the eligible deputy and the immediate supervisor of the eligible deputy. The Sheriff or designee will notify the deputy of the Sheriff's decision in writing within five (5) working days of the decision. The Sheriff will provide all appropriate paperwork to Human Resources to process the promotion.
- b. The packet will be forwarded to Human Resources for processing within three (3) weeks of receipt of the eligible deputy's immediate supervisor's packet to the Sheriff or designee. Human Resources will process all paperwork to promote the deputy. The deputy will receive any applicable pay increases in accordance with Section 36 of the union contract. When pay increases are applicable, the increase will be effective the first full pay period that begins after the promotion is fully approved.
- c. If a deputy is not promoted, that deputy may resubmit a memorandum requesting promotion five (5) months after the deputy's original eligibility date. Resubmissions will follow all steps described above. If the deputy is granted the promotion, the applicable pay increases will be effective the first full pay period that begins after the promotion is fully approved.

G. Eligibility for Corporal and Sergeant Ranks

1. To be eligible to participate in the Corporal promotional process, a Deputy must have completed 4 years of service as a Deputy II or hold the rank of Deputy III and, must have completed 4 years of continuous service with the Santa Fe County Sheriff's Office. However, lateral Deputies who have attained Deputy III, and have three (3) or more continuous years of service with Santa Fe County's Sheriff's Office and otherwise meet all other eligibility requirements as set forth by Santa Fe County's Sheriff's Office's Policies and Procedures and the NMCP SO/SFCDSA Union Contract, will be eligible to test for Corporal.

2. To be eligible to participate in the Sergeant promotional process a Deputy must have completed a minimum of 5 years of continuous service with the Sheriff's Office, as a sworn Deputy AND must have one (1) year experience as a Corporal. For the avoidance of doubt, Deputies who voluntarily separate from the County and who are later rehired pursuant to Section 11 will have their years of continuous service measured from the date of their most recent rehire.

H. Promotional Process for Corporal and Sergeant

1. The County Human Resources Department, in conjunction with the Sheriff's Office, will oversee the preparation, administration and scoring of the promotional process.

2. The dates and location of the administration of written examinations will be announced at least 30 days in advance. Other types of examinations will usually be scheduled within 30 days following the administration of written examinations.

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

4. Deputies will apply on-line for these promotions, and the Human Resources Division will determine the list of eligible candidates who meet the prerequisites to take the promotional examination.

5. Testing Criteria: Promotional test scoring criteria will be placed on the notice of a promotional opportunity to Sergeant or Corporal. The scoring for each criterion will be set forth on the notice.

I. Requirements

1. All eligible Deputies who wish to participate in an announced

promotional examination must sign a request roster to be posted in the County Human Resources Director's Administrative office within the time announced.

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

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

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

J. Promotional Process Factors

1. Eligibility for promotional lists shall be based upon results of the written examination if a passing score of 70% or higher for Sergeant or Corporal was obtained, in order to advance to the oral and practical examination, file review, and any other phase of the promotional process.

2. Candidates must successfully complete the written examination to proceed to the remaining phases of the promotional process. The elements of the promotional process will consist of various elements, including but not limited to:

- Written examination;
- Oral interview conducted by a panel of participants, which panel will include one participant from outside the Sheriff's Office. In the event the outside participant's participation cannot be secured at least twenty-four hours before the interview, the interview may be delayed. If an evaluator cannot attend due to unforeseen circumstances, the interview may proceed without delay.
- Practical examination;
- File review, including but not limited to, any discipline which can be considered for purposes of progressive discipline.

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

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

K. Trial Period and Evaluation of Newly Promoted Corporal or Sergeant

1. All Deputies promoted to the rank of Corporal or Sergeant will initially be appointed for a one-year trial period. During this period, a Deputy may be reduced to the Deputy's former rank and rate of pay by the Sheriff for reasons related to conduct and/or performance, regardless of whether the conduct and/or performance merit and/or result in disciplinary action. Such reduction is not discipline and is not grievable.

2. The County will make available to newly promoted Corporals an opportunity to attend first line supervisor training before the probationary period ends.

3. All newly promoted Deputies will be evaluated at the end of their trial period in the same manner as a performance review.

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

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

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

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

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

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

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

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

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

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

Section 51: Tuition and Educational Assistance

Please refer to the Santa Fe County Human Resources Handbook.

Section 52: Severability

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

Section 53: Grievance Procedure

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

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 Association 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 individual alleged to have committed the violation, the circumstances and facts upon which the allegation 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 and shall constitute a fatal defect in the written grievance resulting in forfeiture of the right to grieve.

F. Failure to serve a complete 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 forfeiture of the right to grieve.

G. 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.

H. Should either party fail to respond to a grievance within the time limits expressed herein, the grievant may appeal to the next level of the grievance procedure within the time limits set forth as if a timely response had occurred.

I. Nothing herein contained shall be considered as limiting the rights of an employee to discuss or process their grievance as an individual. An employee or the County may be represented by an association representative and/or an attorney at any step of the grievance or arbitration procedure.

J. 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 the bargaining unit employee 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 Sheriff. At the time of personal service, the employee or Union Representative shall schedule a grievance meeting with the Sheriff 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 Sheriff 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 Sheriff'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 Sheriff or designee at Step Two, the written grievance must be served on the Human Resources Director.

b. The Human Resources Director or designee shall render a written decision resolving the grievance within ten (10) days of the meeting.

c. The grievant may appeal the Human Resources Director's Decision to the County Manager by delivering a notice of appeal and all supporting documents to the County Manager, with a copy to the Human Resources Director, within ten (10) days of their receipt of the Human Resources Director's written decision. The County Manager or designee may, but is not required to, schedule a meeting within ten (10) days of their receipt of the notice of appeal, to which each party shall be entitled to bring documents. The County Manager or designee shall, within ten (10) days of the meeting or within ten (10) days of their receipt of the notice of appeal, whichever is later, render a written decision resolving the grievance.

d. The grievant may appeal the County Manager's or designee's decision to an arbitrator by serving a notice of appeal on the County Manager, with a copy to the Human Resources Director, within five days of their receipt of the County Manager's or designee's written decision. Such arbitration shall be in accordance with Section 30 of this Agreement.

K. 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 service 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. Arbitration shall proceed in accordance with Section 30 of this Agreement.

Section 54: Complete and Entire Agreement

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

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



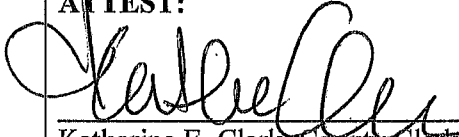
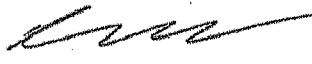
Section 55: Term of Agreement

The collective bargaining agreement between the parties in effect on the date of adoption of this Agreement is terminated and replaced with this Agreement on the effective date of this Agreement. This Agreement will become effective at the start of the first full pay period after July 1, 2024, or the start of the first full pay period after execution of the Agreement, whichever is later, and shall remain in effect until July 1, 2027.

[THIS SPACE LEFT BLANK INTENTIONALLY]

SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the dates indicated:

NMCPSO/SFCDSA  Eddie Webb, President Date <u>6/13/24</u>	SANTA FE COUNTY  _____, Chair Board of County Commissioners
	ATTEST:  Katharine E. Clark, County Clerk Date <u>6/28/24</u>
	Legal Approval:  _____, or 6-13-24 Jeff Young, County Attorney

