

**Agreement Between Santa Fe County
and the
Santa Fe County Firefighters Association, Local
4366, International Association of Firefighters
November 13, 2012-August 30, 2015**

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ARTICLE 1 AGREEMENT AND RECOGNITION

The parties to this Agreement are Santa Fe County ("Employer" or "County") and the Santa Fe County Firefighters Association, Local 4366, International Association of Firefighters ("Union").

The purpose of this Agreement is to maintain harmonious relations between the Employer and the Union, to provide terms and conditions of employment for employees covered hereunder and to provide a means of amicable and equitable resolution of any and all differences or grievances which may arise under the provisions of this Agreement, all of which the parties hereto believe and affirm will assure the welfare and benefit of the people of Santa Fe County.

The Employer recognizes the Union as the sole and exclusive representative in all matters establishing and pertaining to wages, hours, and other terms and conditions of employment for all employees in the bargaining unit. Classified non-probationary positions covered are Firefighters/EMT Basic, EMT Intermediate, Paramedics, Lieutenants, and Fire Protections Specialists I and II. Any positions that are identified through this Agreement or through MOUs shall be added by reference to this Article (Agreement and Recognition) and the Public Employee's Bargaining Act.

ARTICLE 2 UNION RIGHTS

- A. The parties agree that the Union has the right and duty, without interference, restraint, or coercion, to represent the interest of employees in the bargaining unit, regardless of membership, so long as that representation does not interfere with the operation of the department. In exercising that right, the following provisions shall apply:
1. The Union shall not use the County's or department's interoffice mailbox services or e-mail for the dissemination of Union literature or correspondence.
 2. The Union shall not use County equipment, property, or materials for Union business.
 3. The County shall make available to the Union upon its request any public information in accordance with applicable law.
 4. Employees covered by this agreement shall be entitled to have a Union representative present during any meeting concerning disciplinary action. The Union representative may not speak for the employee in such meetings.
 5. The Union may request to utilize County facilities to conduct Union meetings in accordance with County policy.
 6. The Union and its members who are on duty may engage in personal communication in accordance with County policy after all duties have been completed and bargaining unit employees must remain subject to responding to calls for service. The union and its members agree that emergency response is the number one priority of the SFCFD, and shall not cause any interference or delay in the delivery of services.
- B. Employees have the right to form, join, or assist the Union. Employees also have the right not to form, join, or assist the Union. Membership or non-membership in the Union is strictly voluntary and may be terminated by the employee at any time. The parties recognize that the exercise of these rights shall not interfere with the delivery of services.

- C. The Union shall inform the employer, in writing, by January 1 of each year, of the names of its officers designated to represent the Union or at any time of a change in officers. Only persons so designated will be accepted by the employer as representatives of the Union.
- D. The County and the Union shall be afforded applicable rights guaranteed by the U.S. Constitution, NM Constitution, the New Mexico Public Employees Bargaining Act and this Agreement. Employees and the Union shall be entitled to all the rights and benefits specifically delineated in this Agreement.

ARTICLE 3 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.
- B. A "grievance" is defined as a charge by either party to this Agreement that the other has violated one or more expressed provisions of this Agreement.
- C. A "grievant" is defined as the person or entity claiming a violation has occurred and may be a bargaining unit employee, a group of bargaining unit employees, the Union or the County.
- D. As used in this Article, "days" shall mean workdays (Monday through Friday) and shall not include holidays or time when the County Administrative Offices are closed.
- E. A written grievance must contain a statement of the grievance, the name of the employee(s), the supervisor/administrator alleged to have committed the violation, the circumstances and facts upon which it is based, the date of the alleged violation, the specific section of this Agreement allegedly violated, and the specific remedy being sought. Statements such as "to be made whole" shall not constitute sufficient notice of the remedy being sought by the grievant.
- F. Grievances submitted on behalf of the County shall be initiated by the Fire Chief or designee by filing the grievance with the Union President or designee.
- G. Failure to submit a grievance within ten (10) days following the discovery of the act, or the condition which gave rise to the grievance, will constitute forfeiture of the right to file. Furthermore, any grievance determination not appealed to the succeeding level within the time limits expressed herein shall be considered as closed.
- H. When the parties, in writing, mutually agree, the time limits expressed herein may be extended. A grievance may be withdrawn at any step of this procedure by the grievant.
- I. Should the County fail to respond to a grievance within the time limits expressed herein, the Union/grievant may appeal to the next level of the grievance procedure within the time limits set forth as if the County had timely responded.
- J. Nothing herein contained shall be considered as limiting the rights of an employee to discuss or process his/her grievance as an individual. An employee or the County may be represented by an attorney at any step of the grievance or arbitration procedure.
- K. Grievances shall be presented as outlined below:

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

Step One – A bargaining unit employee who believes that he/she may have a grievance, shall file a written grievance with the employee's immediate supervisor or the supervisor above the level at which the grievance occurred that a potential grievance exists and shall schedule a meeting, during which the parties will attempt to resolve the grievance. The meeting with the supervisor/administrator should be held within five (5) days of the filing of the grievance. If the matter is not resolved to the satisfaction of the employee within ten (10) days of the filing of the grievance, the employee may file a written grievance at Step Two.

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

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

Step One- The County shall file a written grievance to the Union President requesting resolution at the LMRC. If the matter is not resolved to the satisfaction of the county within ten (10) days of the filing of the grievance, the County may proceed to Step Two.

Step Two-The Union and the County will agree to mediation with the Federal Mediation and Conciliation Services. If resolution is not reached, the County may file a request for Arbitration to the Public Employees Bargaining Act.

ARTICLE 4 ARBITRATION

- A. This procedure shall be the sole and exclusive method for resolving any and all claims arising from the suspension, demotion, or discharge of an employee or the alleged violation of this agreement.
 - 1. Prior to an appeal to binding arbitration the procedure for the settlement of the grievance, Article IX, Grievance Procedure, must have been exhausted.
 - 2. The appeal must be received by the Human Resources Director within ten (10) work days from the date of the Human Resources Director's response at Step Three along with its portion of the Federal Mediation and Conciliation (FMCS) arbitration form completed and a check for half of the filing amount. Failure to include the completed form and check may be considered as a waiver of the Union's right to arbitration.
 - 3. Within ten (10) workdays from receipt of the appeal to arbitration, the County will submit the appeal to the Federal Mediation and Conciliation Service (FMCS).
- B. An arbitrator shall be selected in the following manner:
 - 1. The County and the Union will request a regional list of seven (7) names from the FMCS.
 - 2. Each party will strike one (1) name alternately until a single name remains and he or she shall be the Arbitrator. The party initiating arbitration shall strike the first name from the FMCS list of arbitrators.
- C. An arbitrator may conduct pre-hearing conferences telephonically with the parties, to include motions for discovery, scheduling of exchange of exhibit and witness lists, and other pre-hearing items. The arbitration will be held in Santa Fe County. The parties may request the arbitrator hold the arbitration hearing within thirty (30) days of notification of selection of the arbitrator, if possible, subject to discovery timelines.
- 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 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. The County shall have the burden of proof in disciplinary actions. The party with the burden of proof shall present its case first. The standard of proof shall be preponderance of the evidence. At the hearing, the parties may offer evidence that is relevant to any issue being considered by the arbitration. 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. Each party will be responsible for compensating its own witnesses and representatives. The arbitrator may require the parties to place in escrow two thousand dollars (\$2000)

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.

- G. The Arbitrator shall have the authority to determine if there was just cause for any disciplinary action. However, in no case shall he/she have the power to add to, nor subtract from, or modify this agreement, nor shall he/she substitute his/her discretion for that of the employer where such discretion has been retained by the employer, nor shall he/she exercise any responsibility or function of the employer.
- H. The Arbitrator's award in disciplinary cases is limited to back pay and/or reinstatement, or reinstatement to a similar position at the parties' discretion if irreconcilable personality conflicts exist. The award shall be limited to the amount of wages and benefits the employee otherwise would have earned subject to discount based on any earnings or compensation received by the grievant including, but not limited to, unemployment insurance benefits. The employee has an obligation to mitigate his/her damages. The arbitrator may not award attorney's fees, punitive damages, general compensatory damages, or costs.
- I. The Arbitration Award shall be considered an award issued under the provisions of the State's Uniform Arbitration Act.
- J. The hearing on the merits shall be tape recorded. Either party may arrange for the hearing on the merits to be recorded by stenographic means. The cost of creating a transcript shall be borne by the party requesting the transcription/stenographer.

ARTICLE 5 DISCIPLINARY ACTION

- A. Disciplinary actions will be based on just cause. Disciplinary actions shall be consistent with governing laws and regulations and shall be taken without regard to race, age, religion, color, national origin, sex, sexual orientation, physical or mental disability, serious medical condition, or union membership or non-membership. No employee shall be disciplined for refusing to perform an unlawful act. Disciplinary Actions shall be processed in a confidential manner.
- B. Any supervisor may take disciplinary action against an employee pursuant to the supervisor's authority and consistent with the Agreement, the HR Handbook and the department's standards manual. Copies of any documented disciplinary action shall be furnished to the Human Resources Office for placement in the employee's file with the signature of the employee acknowledging receipt of the action, or a notation that the employee refused to sign the document. All applicable disciplinary actions shall remain in the employee's official Human Resources file and shall not be removed except by order of a Court of competent jurisdiction or an Arbitrator, pursuant to the arbitration procedure contained in this Agreement.
- C. The County's policy, as a general rule, is that discipline is progressive in nature, beginning with the least severe action necessary to correct the undesirable situation, and increasing in severity if the condition is not corrected. However, instances might occur when a disciplinary action, including dismissal, is appropriate without first having imposed a less severe form of discipline. The circumstances surrounding an offense, such as the severity of the misconduct, the number of times it has occurred, and any previous counseling, and the employee's disciplinary history, will suggest what action should be taken. The conduct

at issue in a prior discipline need not be similar to the conduct involved in a subsequent discipline to serve as the basis for progressive discipline.

D. 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 County will make an effort to hand-deliver any documentation or correspondence related to the disciplinary process including, but not limited to disciplinary action forms, memos, documents and correspondence; and will be considered served immediately upon delivery. In cases where hand delivery is not practical, such materials will be mailed priority, certified return receipt requested and will be considered served on first date of attempted delivery by the U.S. Postal Service.

E. Cause for disciplinary actions includes, but is not limited to the following:

- (1) Unsatisfactory work performance.
- (2) Misconduct on the job; conduct or language toward the public or toward employees which discredits the public service.
- (3) Negligence in the performance of duty, including negligence in the operation of County vehicles or equipment or failure to adhere to established safety rules and procedures.
- (4) Incompetence or inefficiency; failure to perform job duties adequately.
- (5) Insubordination; failure to comply with the lawful orders of a supervisor, including refusal to work overtime.
- (6) Unauthorized absence from work, including tardiness.
- (7) Consumption, possession, or distribution of alcohol or drugs on the job, or reporting to work under the influence of alcohol or drugs.
- (8) Acceptance of money, gifts, privileges, or other valuable consideration which was given with the expectation of influencing the employee in the performance of his/her duties.
- (9) Use of official position or authority for personal profit or advantage.
- (10) Misuse, theft, or destruction of County property.
- (11) Unauthorized disclosure of confidential information from County records or documents, as set forth by applicable state laws; falsification, destruction, or unauthorized use of County records, reports, or other data belonging to the County including County employment application, or any other document used in the employment process.
- (12) Unauthorized or fraudulent manipulation of time records or other County records.
- (13) For causes as defined in the Criminal Offender Employment Act, NMSA 1978, §28-2-1, et seq.
- (14) Violation of County or departmental rules or policies or a professional code of ethics accepted by those in the same profession as the employee; conduct unbecoming a firefighter.
- (15) Non-cooperation by an employee with fellow employees or other personal conduct which substantially interferes with the performance of his or another employee's work; failure to cooperate in an investigation.
- (16) Misuse of sick leave; the claim of sickness under false or misleading pretenses.
- (17) Distribution of literature, vending, soliciting, or collecting contributions on County time and in public areas or cooperation with parties doing such without prior authorization of the County Manager.

- (18) Violation of any federal or state law pertaining to employment, including all civil rights statutes.
- (19) Failure to adhere to the established work schedule; failure to obtain authorization for overtime prior to overtime worked.
- (20) Failure to meet or maintain established job qualifications, as set forth in the job description, including maintaining a valid driver's license.
- (21) Other acts or omissions that adversely affect the welfare of citizens, other employees, or the effective operation of the County.
- (22) Unauthorized possession of a weapon on the job site.
- (23) Fighting and/or disruptive behavior in the workplace.
- (24) Off-duty conduct may be subject to discipline and may include conduct that damages the County's reputation and is sufficiently public in nature, renders the employee unable to do his/her job effectively, makes co-workers unwilling or unable to work with employees, or is a serious breach of Criminal Code.

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

- F. The County may initiate an investigation of an employee. Investigations shall be initiated within ten (10) business days of the discovery of the alleged or possible infraction. The employee will be notified in writing if an investigation is to be conducted; exceptions shall be made if an employee's safety or the integrity of the investigation could be compromised. An employee may be placed on leave with pay during an investigation and will remain available to report to the County during the employee's normal work hours. An effort will be made to complete the investigation in an expeditious manner and preferably within forty-five (45) calendar days. An employee will be notified in writing if an investigation will take longer than forty-five (45) calendar days. An employee will be notified in writing of the outcome of the investigation and any disciplinary action being contemplated.

Disciplinary actions include oral reprimands, written reprimands, suspensions, demotions and dismissals. An employee may attach a written response to any disciplinary action documented in the employee's personnel file. Following are the types of disciplinary action that may be imposed:

ORAL REPRIMAND: Used to correct infractions in performance as determined applicable by the employee's supervisor or higher ranking officer. An oral reprimand will be documented in writing and a copy given to the employee. An oral reprimand shall not be placed in the employee's official Human Resources File.

WRITTEN REPRIMAND: Used to correct infractions in performance as determined applicable by the employee's supervisor or higher ranking officer. A written reprimand will be documented in writing in the employee's official Human Resources file and a copy given to the employee. A written reprimand is a permanent part of the HR file, but cannot be used as part of the progressive disciplinary process after twelve (12) months, provided

no other disciplinary action has been commenced against the employee either related or unrelated during the twelve (12) month period.

SUSPENSION WITHOUT PAY: Suspensions shall not exceed thirty (30) working days. A suspension will be documented in writing in the employee's official HR file and a copy given to the employee. A suspension without pay is a permanent part of the official HR file, but cannot be used as part of the progressive disciplinary process after five (5) years provided no other disciplinary action has been commenced against the employee either related or unrelated during the five (5) year period. Oral reprimands are not included.

DEMOTION: A demotion will be documented in writing in the employee's official HR file and a copy given to the employee.

DISMISSAL: A dismissal will be documented in writing in the employee's official HR file and a copy given to the employee.

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

- G. To initiate the suspension, demotion, or dismissal of a bargaining unit employee, the employee's supervisor will serve a Notice of Proposed Disciplinary Action to the employee within (15) fifteen working days of becoming aware of the incident that describes the basis for the proposed action, or within fifteen (15) working days of completion of an investigation. A copy of the notification of proposed disciplinary action shall be submitted simultaneously to the Human Resources Division. The Notice of Proposed Disciplinary Action will describe the conduct, actions, or omissions that form the basis for the proposed disciplinary action, give a general explanation of what evidence the County has.
- H. A pre-determination meeting will be provided to employees who have been served with a Notice of Proposed Disciplinary Action. The purpose of the predetermination meeting is to provide the employee an opportunity to respond to the charges and is not an evidentiary hearing but an opportunity for the employee to present his or her side of the situation. It is a check against mistaken decision, and determination of whether there are reasonable grounds to believe that the charges against the employee are true and support the proposed action. The pre-determination meeting shall be held within fifteen (15) days of the confirmed delivery of the pre-determination notice unless otherwise agreed upon by both parties. The employee has the right to have a Union representative of his or her choice during the meeting. The pre-determination meeting shall be recorded by use of an electronic recorder. The employee's immediate supervisor, Fire Chief or designee, and a representative from Human Resources division shall be present at the pre-determination meeting. Within five (5) working days following the pre-determination meeting, the employee will be given written notice of any disciplinary action imposed and approved by the Fire Chief.
- I. Following the pre-determination hearing, within five (5) working days the Department Director shall submit his or her recommendation to the Human Resources Director. The decision on disciplinary action following the predetermination hearing shall be made in writing by the Human Resources Director or designee and hand-delivered to the employee

if the employee is not on leave within seven (7) working days or post-marked within seven (7) working days of the predetermination hearing. The decision shall specify whether the proposed disciplinary action will be upheld, reduced or eliminated. The decision shall describe the conduct, actions or omissions that form the basis for the disciplinary action and shall specify when the disciplinary action will be effective.

- J. If the bargaining unit employee or past employee wishes to appeal the disciplinary outcome of suspension, demotion or termination, he or she shall submit a written appeal to the County Manager within five (5) working days from the date he or she was served with the decision on the disciplinary outcome. The County Manager will review all pertinent information and will either confirm, modify, or reject the disciplinary action. The County Manager may request additional information or documentation before rendering a decision. The County Manager will render a decision within seven (7) working days from the date of receipt of the appeal.

ARTICLE 6 LABOR MANAGEMENT COMMITTEE

- A. The purpose of the Labor Management Committee (LMC) is to address issues that will arise as a result of the unprecedented growth anticipated during the period of this agreement. The LMC is hereby formed to discuss issues of concern, clarify the intent of articles in the Agreement, discuss health and safety issues, and communicate any agreements to the members of the Fire Department. The Labor Management Committee will consist of three (3) representatives appointed by the Union and three (3) representatives appointed by the County, two of which shall be representatives from Fire Department management. A quorum for a meeting will be two (2) representatives from each side. Appointees will serve for a one-year term commencing January 1st and may serve an unlimited number of terms.
- B. The LMC will meet once every three (3) months, on the first Wednesday of the quarter, unless a meeting is unnecessary. Either party may request additional meetings by developing an agenda at least ten (10) business days prior to the date of the proposed meeting and delivering to the other party. The County appointees will draft the agenda for the first and third quarter, while the Union appointees will draft the agenda for the second and fourth quarter. The agenda will be provided to all the appointees at least ten (10) business days in advance of the meeting. Either party may add additional items to an agenda, provided such additions are made no later than five (5) business days before the meeting.
- C. Bargaining unit employees serving on the LMC will be compensated at the employee's regular hourly rate of pay for up to four (4) hours for one meeting per quarter as well as for non-quarterly meetings requested by the County. Bargaining unit employees serving on LMC may attend the second and fourth quarter meetings and meetings called by the Union on the employee's own time or may utilize accrued annual leave.
- D. If the LMC is unable to reach on any proposed changes to rules, regulations, or policies, the County reserves the right to implement the proposed changes.

ARTICLE 7 HEALTH AND SAFETY

- A. Safety is an integral part of the responsibilities of every manager, supervisor, and employee. As such, it is the responsibility of all employees to report any unsafe conditions, equipment, or apparatus to their immediate supervisor and/or higher authority utilizing the chain of command.
- B. The County and employees recognize their obligation to comply with all applicable Federal and State laws and guidelines relating to the health and safety of the Fire Department. The employee realizes that when engaging in any and all activities, including emergencies, he/she shall exercise proper precautionary measures to avoid injury to self and others, and it shall be considered a disciplinary offense for any employee to disturb or in any way alter any other employee's personal safety equipment without prior knowledge and approval. This will exclude management's ability to inspect, repair or replace any equipment and/or PPE.
- C. The Union President may provide, in writing, a report and recommendation to the Fire Chief outlining concerns regarding personal protective equipment, firefighting equipment, fire department facilities, and/or fire apparatus. The Fire Chief or his or her designee shall respond in writing within thirty (30) working days.
- D. The Union and Management recognize the firefighting profession requires each member to maintain a high degree of physical fitness for the safety of the individual and the citizens they serve and the benefit of a Wellness Fitness Initiative (WFI). The Fire Chief or designee will oversee the WFI. Health, wellness and safety issues may also be brought by the Union or the County to LMC meetings.
- E. Hazing and teasing can lead to health and safety issues and therefore will not be tolerated.

ARTICLE 8 MANAGEMENT RIGHTS

- A. Unless specifically limited by the provisions of this Agreement, the Public Employee Bargaining Act (NMSA 1978, §10-7E-1, et. seq.), or other law, management shall retain all rights concerning the management and operation of the County and the Fire Department, including, but not limited to, the right to:
 - 1. Direct and supervise all operations, functions, and work of employees;
 - 2. Determine work locations as well as the methods, process, and manner of performing any and all work;
 - 3. Hire, promote, assign, transfer, demote, suspend, layoff, discipline, discharge, or terminate employees and establish and revise standards for same, including, but not limited to, qualifications for employment and the nature and content of personnel examinations;

4. Take actions as may be necessary to carry out the functions and mission of the County and Fire Department in emergencies;
 5. Determine the type of services to be provided to the citizens of Santa Fe
 - a) County as well as by whom and when such services will be provided and
 - b) the equipment to be used;
 6. Determine staffing requirements and create, abolish, reallocate, or eliminate work units or positions;
 7. Establish and revise schedules of work;
 8. Assign shifts, workdays, and hours of work; and
 9. Evaluate employee work and performance and recommend corrective action to address areas that could be improved.
- B. The County shall have the right to make such reasonable rules and regulations respecting the conduct of employees, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or efficient operations. The Union President will be notified of any proposed changes to rules, regulations, or policy prior to their implementation. The Union President may request a meeting of the Labor Management Committee to discuss such changes in accordance with Article 6, herein.
- C. Items not covered in this Agreement will be handled in accordance with the then current Human Resources Handbook adopted by the Board of County Commissioners or County Manager. Revisions to the HR Handbook addressing issues governed by PEBA will be discussed with the LMC prior to adoption. Any items not addressed by the collective bargaining agreement or the then current HR Handbook will be governed by the then current Santa Fe County Fire Department Standards Manual. If items are not covered in any of these documents, the item will be brought to the Labor Management Committee. If there are any conflicts between the Santa Fe County Fire Department Standards Manual and the HR Handbook, those items will be brought forward to the LMC.

ARTICLE 9 DUES DEDUCTIONS

- A. The County recognizes the right of the Union to charge a membership fee to members of the Union. The parties recognize that the employees may choose to join the union. It is also recognized that the employee may choose not to join the union. Membership or non-membership in the union is strictly voluntary.
- B. The County, upon receipt of a properly executed voluntary authorization form signed by a bargaining unit employee, will deduct from the employee's salary per pay period the amount of dues certified in writing by the President of the Union. Such dues deductions shall be one (1) amount for all Union members and shall not include any penalties, assessments, or arrears payments.

- C. These dues shall be transmitted biweekly to the Union along with a list of the eligible employees in the bargaining unit for whom deductions were made bi-weekly.
- D. Employees who desire to have dues deducted or cancelled may do so by submitting appropriate written notice that is signed and dated to the Human Resources Department fourteen (14) business days prior to the beginning of the pay period for which the action is to be effective. The Union may change the amount of dues deductions once every year from the date of the last change by sending the request to the Human Resources Department.
- E. It is agreed that the County assumes no further responsibility in connection with this authorized deduction except to act as remitting agent in forwarding lists and deductions to the Union. The Union, its membership, and individual members of the bargaining unit agree to hold the County safe and harmless and pay for the defense related to any legal action concerning the deduction of the Union dues or failure to deduct Union dues.

ARTICLE 10 LEAVE OF ABSENCE

- A. An employee may request to be placed on leave without pay which leave can be granted at the discretion of the Fire Chief. Leave without pay greater than one (1) full pay period may only be authorized by the Fire Chief upon recommendation of the Human Resources Director. During unpaid leave, an employee shall not accrue any benefits or leave. To the extent permissible by law, the County will not make any normal contributions to the employee's retirement, insurance, or benefit program during unpaid leave. Failure of an employee to report to work as required following the expiration of his/her approved leave without pay shall be considered a voluntary resignation.
- B. Family Medical Leave will be granted in accordance with state and federal law.

ARTICLE 11 PROMOTIONS

- A. The County will hold an annual promotional process for the positions of Lieutenant and Engineer.
- B. Reference Material: The County will post a list of references from which test questions will be derived in advance of written promotional exams. The County also agrees to provide and maintain a set of IFSTA manuals and an electronic set of NFPA standards at the Administration building. Employees shall submit a letter of interest in the upcoming promotional process. Upon submitting a letter, the employees shall be loaned the required reference materials no less than thirty-days prior to the promotional process.

- C. Promotional Opportunity Announcement: A job announcement prepared by the Human Resources Department shall be posted on the County website. The announcement will contain a description of the minimum qualifications. The announcement will remain posted for at least fourteen (14) calendar days.
- D. Application Process:
1. Following the closing date for acceptance of applications, all applications shall be reviewed by the Human Resources Department for verification that the applicant has met minimum qualifications.
 2. The Human Resources Department shall notify all applicants if they fail to meet the eligibility requirements.
 3. A written test may be administered and may include multiple choice questions, essays, or other material.
 4. The minimum passing score shall be eighty percent (80%). This score shall have a total weight of twenty percent (20%).
 5. The practical skills test shall be developed, administered, and scored by the Training Division under the supervision of the Human Resources Department. The Union may provide input on these matters through Labor Management Committee if requested. All eligible candidates shall be provided with a list of skills to be evaluated at the time the candidate is notified of his/her eligibility. The skills shall be assessed on a five (5) point scale with one (1) being acceptable and five (5) being ideal. The total points shall have a total weight of forty percent (40%). The minimum passing score shall be (80%).
 6. The interview will consist of ten (10) questions/scenarios by the interview panel and approved by the Human Resources department. The interview will account for fifteen percent (15%) of the final score.
 7. A final interview with the Fire Chief will be conducted. The Fire Chiefs interview of the candidate will account for twenty-five percent (25%) of the final score.
- E. Promotional List: Each promotional list shall be ranked based on selection process results with the highest result listed first. The list will be posted at the Administration building listing the candidates without listing the actual score within fifteen (15) business days of the Chiefs interview. An employee may request in writing to be provided a copy of the employee's scoring results. The promotional list shall be effective for one year from the date of posting. Promotions during that year will be made based upon and in order of employee's ranking on the promotional list. Promotions may deviate from the ranking based on the employee's employment record, inclusive of corrective action, with written notification being given to the affected employee.
- F. Engineer: the following qualifications and criteria will be applied for promotions to the position of engineer:
1. Minimum two (2) years of experience with Santa Fe County Fire Department in a paid firefighting position;
 2. IFSAC Firefighter II or equivalent;

3. Completion of training provided by the department in Coaching the Emergency Vehicle Operator, Incident Command, and Pump Operations or equivalent as determined by the Fire Chief;
 4. A skill test meant to evaluate the applicant's aptitude for job related tasks;
 5. Scoring as set forth in this article, above,
- G. Lieutenant: the following qualifications and criteria will be applied for promotions to the position of lieutenant:
1. Minimum three (3) years of experience with Santa Fe County Fire Department in a paid firefighting position;
 2. IFSAC Firefighter II or equivalent;
 3. Completion of training provided by the department in Emergency Vehicles Operations, Coaching the Emergency vehicle Operator, Incident Command, and Pump Operations or equivalent as determined by the Fire Chief;
 4. The Union may provide input on these matters through Labor Management Committee, if requested.
 5. A skill test meant to evaluate the applicant's aptitude for job related tasks.
 6. Scoring as set forth in this article above.

ARTICLE 12 SCHEDULING AND STAFFING

- A. The employer and the Union agree that firefighting and EMS are intrinsically dangerous. The parties agree to abide by applicable OSHA standards.
- B. The parties agree that the County Fire Department utilizes the department's electronic scheduling software program for scheduling and staffing, in general.
- C. Santa Fe County Fire Department paid staff operates on a 48-hour shift followed by 96 hours off. There shall be 3 shifts- A shift, B Shift and C Shift. These shifts will rotate in order of the alphabet. In order to minimize the possibility of employees having to work more than 48 consecutive hours, Employees cannot voluntary sign up to work more than 72-hour shifts.
- D. The County maintains the right of assignment and will determine the shifts of employees. Any long-term change to an employee's work schedule will be provided to the employee in writing at least thirty (30) days prior to the effective date of the change.
- E. The workweek begins at 12:01 AM on Saturday and ends at midnight on Friday.
- F. Employees may be allowed to trade with other employees of equal rank or classification.

The trade must be approved by the immediate supervisor and Fire Administration and trade time forms must be completed prior to trading time. Trades will not be approved when either employee is required to attend training, meetings, or other assignments. Trades must be completed within the same FLSA period or subsequent FLSA period. An Employee may not trade more than forty-eight (48) hours in a twenty-eight (28) day FLSA period. Employees who trade shifts remain responsible for their original scheduled shift and may incur loss of pay if the substituting employee fails to work a shift as agreed. The approved substitute employee who fails to appear and work the exchanged shift, shall be placed on leave without pay for any hours missed, shall be suspended from trades for one year, and shall be subject to disciplinary/corrective action. The employee retains responsibility for his/her originally scheduled shift. If a substituting employee cannot, or does not, work the traded shift, the originally scheduled employee must cover the shift in order to avoid incurring loss of pay.

- G. The standard schedule for bargaining unit members assigned to Fire Prevention and Training Divisions will be from 8:00AM to 5:00PM with a one (1) hour lunch, Monday through Friday. Fire Prevention and Training Division bargaining unit employees follow the County observed holiday schedule.
- H. Prevention and Training Division bargaining unit members may request in writing through the Chain of Command up to the Fire Chief, to work a flex schedule from 7:00 AM to 6:00PM, with a one (1) hour lunch, four (4) days per week. Employees working a flex schedule will coordinate with their coworkers in the same classification to provide services five (5) days a week (Monday through Friday). Approval to work a flex schedule is solely at the discretion of the Fire Chief or designee.

ARTICLE 13 OVERTIME

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

ARTICLE 14 FILLING OF VACANCIES

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

ARTICLE 15 TRAINING

The County will offer the opportunity to attend training in accordance with this Article. It is incumbent upon the employee to attend all mandatory trainings and to ensure the employee's licenses and certifications required to perform their job functions are up-to-date. At a minimum the County will provide trainings in accordance with state and federal law to bargaining unit members. The Labor Management Committee may discuss training topics and needs. Any additional trainings (above what is required by law) the LMC deems important to the operation of the department will be presented to the Training Division and Chief or designee for consideration.

EMS:

1. The Fire Chief may determine when training for EMT-I and Paramedic will be offered and those employees eligible to attend.
2. Refreshers for EMT-B, EMT-I, and EMT-P or CE equivalent will be offered to bargaining unit employees on an annual basis to supplement compliance with NM Department of Health standards for re-licensure. It is incumbent upon the employee to ensure he/she attends the training and maintains licensure.
3. CPR, ACLS, and PALS, or equivalent, training will be offered to bargaining unit employees on an as needed basis as determined by the Fire Chief or designee.

Fire Training and Fire Prevention Division Employees: the Fire Chief or designee, will determine what additional training is necessary for the training and prevention division bargaining unit employees.

Fire/Rescue Training: The County will provide monthly on duty fire/rescue trainings as determined by the Chief or his/her designee.

Officer Training: The County will provide officer trainings as deemed necessary by the Chief.

The County will pay Bargaining Unit members to attend any mandatory training outside their on duty trainings.

Training Definitions:

- a. Mandatory Training: is training required by the Department as determined by the Chief or his/her designee. It will be compensated in accordance with the Fair Labor Standards Act.
- b. Voluntary Training: is training a bargaining unit member attends at his/her discretion, with approval from the Chief or his/her designee. Volunteer training is not compensable.
- c. Out of Town Training: Bargaining Unit members will follow current County policy regarding travel for mandatory training.
- d. Independent Training: is training activity that is not administered by the County or Department related, e.g. college classes. Time in independent training is not considered hours worked. Bargaining Unit Employees must follow leave policies to attend Independent Training scheduled on their workdays.

ARTICLE 16 PHYSICAL FITNESS PROGRAM

- A. Participation in a physical fitness program as established by the Fire Chief, or his designee, shall be mandatory. The Fire Chief, or his designee, and the Union President shall meet annually to evaluate the program. The intent of the program is to improve the health and safety of the employees and the level of service provided to the public.
- B. Fire Department management may develop a Fitness for Duty examination, including, but not limited to, determination of objectives, scoring criteria, and time and place for the examination.

ARTICLE 17 SENIORITY

- A. Seniority will take into account the employee's experience in his/her rank/grade and experience as a full-time employee with the County's Fire Department. Seniority will be used for shift and vacation bids.
- B. Shift Bid Seniority: employees will receive credit by the number of months they are in their current grade from their effective start date plus half credit seniority they have served as a full-time employee with the County's Fire Department in previous grades.
- C. Vacation Bid Seniority: employees will receive a full year of seniority for every year of full time employment with the County's Fire Department from their effective start date.
- D. Ties in Seniority: ties will be broken in accordance with Department policy.

- E. Continuous service and seniority shall be broken by resignation, discharge, retirement, or failure to return from a leave of absence.

ARTICLE 18 LIGHT DUTY

Bargaining Unit employees who are determined to temporarily be unable to perform the duties of the position, by a qualified physician, due to a condition resulting off-duty, including pregnancy, may request to be placed on Light Duty by submitting a request in writing to the Fire Chief. If light duty is not available within the Fire Department, the employees may request light duty within the County in accordance with County policy. If the County has an available light duty position, the County may offer a position to the employee for which the employee is qualified to perform. After receiving the qualified physician's certification for light duty, the County will determine its ability to accommodate the request for light duty. The unavailability of a light duty position or the cessation of light duty by the County is not grievable.

ARTICLE 19 TAKE HOME VEHICLES

- A. Response/work/take-home vehicles will be provided to all non-shift bargaining unit employees (Fire Prevention and Training) as a tool to ensure safety, performance, and success of personnel required to travel throughout the jurisdiction as part of their required duties. In order to qualify for a take-home vehicle, the employee must live within a sixty (60) mile radius of the employee's assigned work site. Take home vehicle recipients will follow all County policies concerning take-home vehicles. Take home vehicles shall be provided for the following:
 - B. For the purpose of code, investigation, and emergency response during regular scheduled work hours or in the event of call back or other non-scheduled work outside normal working hours;
 - C. To provide fire training to District volunteers after scheduled work hours and/or weekends as approved by the Fire Chief or designee;
 - D. To travel as required for meetings, public information/training events, mutual aid requests, and large-scale emergencies.

ARTICLE 20 CALLS BACK FOR BARGAINING UNIT EMPLOYEES

Bargaining unit employees who are directed to return to work for an emergency after completing a normal shift and before the employee's next shift will be paid for all hours actually worked, with a guaranteed minimum of one (1) hour. Time worked on call back will be considered actual hours worked for the purpose of computing overtime.

ARTICLE 21 OUTSIDE EMPLOYMENT

Bargaining Unit Employees should consider their employment with the County as their primary employment. Employees engaging in outside employment shall inform the Fire Chief in writing of the type, and location of their secondary employment. The employee will consider hours of work keeping in mind safety as a concern and the effect on fellow employees and the public. An employee will not engage in secondary employment which may raise a question as to moral turpitude.

ARTICLE 22 DRUG AND ALCOHOL POLICY

- A. The County is required to maintain a drug/alcohol free workplace in accordance with the Drug Free Workplace Act of 1988. Employees are prohibited from possession, consumption, and/ or being under the influence of drugs/alcohol while on the County's premises or during time paid by the County. Violation of this prohibition may result in disciplinary action up to and including termination.
- B. It is recognized that the County shall promulgate additional drug/alcohol policies and procedures in order to ensure a drug/alcohol free workplace. Such additional policies and procedures shall include a provision for random drug testing as allowed by law.
- C. The County may, at its sole discretion, administer drug/alcohol testing when there is a reasonable suspicion that an employee is in possession of, consuming, or under the influence of drugs and/or alcohol. Failure of an employee to cooperate in such testing shall result in the employee's termination.
- D. An employee's self-referral to the Employee Assistance Program shall not preclude pending or imminent disciplinary action. An employee who self refers will be required to successfully participate and complete a treatment program and periodic testing program at the direction of the EAP counselor as a condition of continued employment.

ARTICLE 23 INSURANCE

- A. The County shall offer to members of the bargaining unit and their eligible dependents medical, life, dental and optical insurance, and premiums shall be paid according to the below listed percentages:

	<u>County's Contribution</u>	<u>Union Employee's Contribution</u>
<u>Union Employees who earn less than \$30,000 annually</u>	<u>70%</u>	<u>30%</u>
<u>Union Employees who earn \$30,000 or more annually</u>	<u>63%</u>	<u>37%</u>

- B. Percentages may be revised to comply with state law.
- C. All medical, life, dental, and optical benefits shall be maintained for the life of this Agreement.
- D. The County agrees to provide payroll deductions for any additional accidental death and dismemberment, or supplemental health insurance approved by the County Manager for which the premium will be paid entirely by the bargaining unit employee.
- E. Bargaining unit employees will pay 100% of disability insurance offered by the County.

ARTICLE 24 RETIREMENT

Santa Fe County will contribute 75% membership contributions for eligible bargaining unit employees under Municipal Fire Member Coverage Plan 5.

ARTICLE 25 HOLIDAY

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

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

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

Bargaining unit employees scheduled to work on a holiday will receive holiday pay at straight time at the employee’s regular hourly rate of pay for the normal regular hours worked and time and one half for all hours actually worked on the actual holiday.

Bargaining unit employees not scheduled to work on a holiday will receive holiday pay at straight time at the employee’s regular hourly rate of pay.

Bargaining unit employees who are scheduled to work on a holiday but call in sick are required to use sick leave. If sick leave is unavailable, the time will be leave without pay.

ARTICLE 26 ANNUAL LEAVE

Each bargaining unit employee who works twenty-four (24) hour work days accrues annual leave for each hour actually worked, excluding overtime, not to exceed fifty-six (56) hours per week, and each bargaining unit employee who works forty (40) hours per week accrues annual leave for each hour actually worked, excluding overtime not to exceed forty (40) hours per week. Bargaining unit employees on paid leave will accrue annual leave pursuant to the Annual Leave Accrual Schedule below. A maximum of three hundred and sixty (360) hours of annual leave may be carried forward to the next calendar year for bargaining unit employees who work twenty-four (24) hour days, and a maximum of two hundred and forty (240) hours for bargaining unit employees who work forty (40) hours per week. Annual leave shall not be granted in advance of accrual.

Annual Leave Accrual Schedule

Years of Eligible Service	Annual Hours Accrued per Hour of Work
More than one year but less than five years of continuous service	0.0577
More than five years but less than ten years of continuous service	0.0766
More than ten years of continuous service	0.0808

Bargaining unit employees will receive two (2) hours of annual leave at the beginning of each calendar year in addition to accrued annual leave pursuant to County policy.

ARTICLE 27 SICK LEAVE

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

- B. Sick leave hours accrue from the date of hire. Each bargaining unit employee who works twenty-four (24) hour work days accrues sick leave for each hour actually worked at the rate of 0.0385 not to exceed fifty-six (56) hours per week, and each bargaining unit employee who works forty (40) hours per week accrues sick leave at the rate of 0.0385 hours for each hour actually worked not to exceed forty (40) hours per week. Sick leave does not accrue during overtime work. Bargaining unit employees on paid leave will accrue sick leave at the rate of 0.0385 per hour. There is no accrual limitation on sick leave. There shall be no pay out for sick leave upon separation apart from retirement.

- C. While on sick leave, each bargaining unit employee shall receive the employee's hourly base pay rate at the time of the illness or injury multiplied by the number of regular hours the employee would have worked had he or she not been sick. An employee on sick leave shall not be compensated for overtime which might have accrued. Paid sick leave may be used in minimum increments of one half (1/2) hour.

- D. Employees shall not misuse or abuse sick leave. If an employee is absent from work for three or more consecutive 24 hour shifts for partial 7K exempt employees or three or more consecutive 8 hour shifts for remaining bargaining unit employees due to illness or injury, a physician's statement may be required. Employees may use sick leave only for the reasons set forth in Section A. Use of sick leave for other reasons is not permitted. In the event the County has reason to believe that an employee is using sick leave for other reasons, the employee may be required to provide a statement from a physician for each day sick leave is claimed. Failure to submit a physician's certificate when requested shall prohibit the employee from receiving sick leave with pay for the period in dispute. Abuse of sick leave may be grounds for disciplinary action, up to and including termination.

ARTICLE 28 PERSONAL LEAVE

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

ARTICLE 29 WAGES

Union employees shall receive up to four \$125.00 temporary salary adjustments as retention incentives. Each temporary pay increase shall be paid over four pay periods. The four \$125 dollar temporary salary adjustments as retention incentives will begin the pay day of December 7, 2012. Union employees shall receive one \$150.00 temporary salary adjustment as a retention incentive. The temporary pay increase shall be paid for the pay day of July 19, 2013. Bargaining unit employees shall also receive a 1% cost of living adjustment effective the first full pay period in January 2013. The next wage re-opener will occur no earlier than August 30, 2013. Union employees shall also receive one (1) personal holiday for a total of two personal holidays for calendar year 2013. The additional personal holiday shall be used by December 13, 2013.

ARTICLE 30 COMPLETE AND ENTIRE AGREEMENT

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

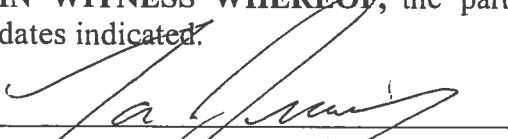
The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and agreements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

ARTICLE 31 TERM OF AGREEMENT

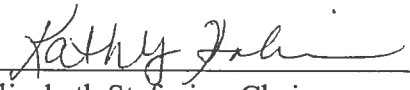
This Agreement will become effective upon ratification by the bargaining unit and approval by the Board of County Commissioners. This Agreement will remain in full force and effect for three years after approval-with the exception of one (1) non-economic issue, which will be opened for negotiation during the second year of this agreement. The parties agree that this contract shall be subject to NMSA 1978, Section 10-7E-18(D) (2003), and any relevant amendments thereto. Either party may request the negotiation of a successor agreement by filing a written request with the other party no later than August 2015.

SIGNATORIES OF THE PARTIES

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the dates indicated.



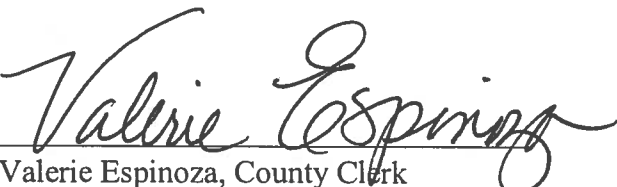
Thomas Jimenez, President
Santa Fe County Fire Fighter's Association



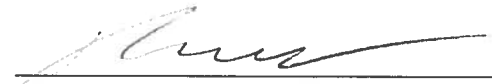
Elizabeth Stefanics, Chairperson
Board of County Commissioners ^{Vice-Chair}
County of Santa Fe, New Mexico

Attest:

Approved as to form:



Valerie Espinoza, County Clerk
County of Santa Fe, New Mexico



Stephen Ross, County Attorney
County of Santa Fe, New Mexico

