

**AGREEMENT BETWEEN THE COUNTY OF SANTA FE AND  
THE NEW MEXICO COALITION OF PUBLIC SAFETY OFFICERS  
(REGIONAL EMERGENCY COMMUNICATIONS CENTER-RECC)**

**NOVEMBER 8, 2011 – JULY 30, 2015**

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## **ARTICLE 1 RIGHTS**

### **A. Union Rights**

The RECC and County recognize the New Mexico Coalition of Public Safety Officers as the exclusive Bargaining Unit for the following non-probationary employees to include Emergency Communication Specialist I, II, III, Training Coordinator, Quality Assurance Specialist, Team Leader, NCIC Coordinator, and Data Entry Specialist. The Union may bargain for these MOS in negotiating wage rates, work hours, benefits, obligations and other conditions of employment as defined by New Mexico PEBA and/or any other topics as mutually agreed upon.

### **B. Position changes**

When the County creates a new position within the RECC that is not currently classified as a Bargaining Unit position, the County and the Union will meet to determine whether the position should be included in the Bargaining Unit. If the county contemplates changing a current Bargaining Unit position, the County will meet with the Union to discuss proposed changes.

### **C. Management Rights**

Except as specifically restricted by an express provision of this Agreement or other statutory provisions, the County retains and may exercise all management rights.

### **D. MOS Definition**

An MOS is a Member of Service also known as Bargaining Unit Employee.

## **ARTICLE 2 MEMBERSHIP**

### **A. Union Dues**

1. The County agrees to deduct membership dues levied by the Union from the paycheck of Bargaining Unit Employees who have voluntarily executed a dues deduction authorization. Such dues deductions shall not include any fees, assessments, or fines of any kind. Deductions will commence the first full pay period after receipt of the signed authorization form by the Human Resources Office. The amount of dues deductions will be certified in writing to the Human Resources Office by the President of the Union.
2. The County shall make withdrawals of Union dues from MOS's wage without cost to the MOS or the Union. All Union dues shall be forwarded to the Union within ten days of withdrawal unless unforeseen circumstances occur.
3. If MOS is later assigned outside of the Union, MOS shall notify the County of any changes in membership dues deduction.

4. The Union will indemnify, pay for the defense of, and hold the County harmless of any and all claims made and against any suits instituted against the County for compliance with issues pertaining of Union dues. The Union agrees to refund any amount paid to it in error on account of the payroll deduction provisions as determined by the County.

#### **B. Dues Suspended or Terminated**

1. Upon signed authorization, when a member in good standing with the Union is on non-pay status or when an MOS is called to active military duty for an entire pay period or more, no dues deduction shall be made. In any pay period, when net wages are not sufficient to cover the full withholdings, no deductions shall be made. In this regard all other legal and required deductions shall have priority.
2. A member may terminate Union membership, by notifying the Union and the County of his/her intention by means of a signed cancellation, to be submitted to the County HR Director. The member must give minimum of ten days' notice to the County of such intention. Members may terminate their dues on the 1st Monday of March or the 1st Monday of September each year. A member may terminate dues at any time if the County and the employee determine the member to be in a financial hardship. Once the member is no longer considered to be in a hardship, dues will be deducted again if the member signs another authorization card.

#### **C. Increased Dues**

In the event that the Union increases dues, the Union will notify the County at least 30 days prior to the effective date for the dues increase by submitting new authorizations for each member. Union dues shall not change more than once annually.

### **ARTICLE 3 ALLOCATED MEETING TIME**

#### **A. Authorized Representatives**

1. Board Members and Stewards
  - a) The County and RECC shall recognize the president, the vice president and three stewards.
  - b) Authorized representatives shall be certified in writing to the County.
  - c) Union members 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. Recognized representatives shall be afforded time without pay during normal scheduled work hours for the purpose of attending collective bargaining sessions. The Union Representatives shall be afforded accrued annual leave, accrued compensatory time, or leave without pay for any

formal disciplinary or grievance proceedings. 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. The Employer and Union shall make every effort to schedule such meetings during a time which will not interfere with the normal functions of the RECC and a time that will not jeopardize the safety of the citizens of Santa Fe County.

- d) The Union shall not use the County or department's interoffice mail service, mailboxes, or e-mail for the dissemination of Union literature or correspondence.
- e) The Union shall not use County time, equipment, property, or materials for Union business.

#### **ARTICLE 4 WORK SCHEDULES AND PAY PERIOD**

- A. The County has the right of assignment of employees and determination of the employees work schedules in accordance with its duty to ensure minimum staffing of the RECC. The County will adhere to the shift bid policy unless a crisis arises. Any changes to an employee's work schedule will be made in writing to the employee upon becoming aware of the necessary change.
- B. The pay period for Bargaining Unit Employees shall be two (2) consecutive workweeks.
- C. The County shall assess the public safety communication needs and ensure adequate staffing. The County will afford the Union opportunity to provide comments on staffing levels. In emergency situations, changes can be implemented prior to receipt of comments.
- D. Communications**
  - 1. Workday- The normal workday for the RECC shall be either 8, 10, or 12 hours or any combination thereof.
  - 2. Workweek- A normal scheduled workweek shall consist of three, four or five consecutive days.
  - 3. Work Shifts- Normal work shifts may include day, swing, and graveyard shifts, and shall be subject to shift bids as provided herein.
  - 4. Breaks and Meal Periods
    - a) The MOS workday may include a one-hour meal break per shift and one, 15 minute break for every consecutive four (4) hours worked each shift, unless otherwise provided in this Agreement.

- b) Breaks and meal periods can be interrupted and adjusted to accommodate a call for service or if staffing is compromised.
- c) Breaks or meal periods taken the first or last hour of shift must be approved by a supervisor.

**E. Minimum staffing and shift coverage**

- 1. Minimum staffing at any given time will be seven (7) employees to include Team Leaders.
- 2. Two (2) MOS will be allowed leave at any given time at the discretion of the RECC Director according to staffing needs.
- 3. A MOS requesting leave beyond the first two (2) allowed will be responsible for finding coverage whether it is overtime or shift trade.

**F. Shift Trades**

- 1. Union employees, if signed off and of equal skill, shall have the option to trade shifts. Shift trades are an agreement between Union employees, and are done on a voluntary basis. Shift trades are intended to incur no cost to the Department. Shift trade hours shall not constitute hours for calculating FLSA hours to include but not limited to overtime. Shift trades must be returned no later than the pay period immediately following the trade.
- 2. The Union employees, upon the concurrence and approval of the Center Manager or RECC Director, shall be responsible for arranging and carrying out a shift trade. All shift trade documentation, with appropriate signatures, shall be completed no less than two (2) days before the trade. Once the shift trade documentation process is completed and approved by the Center Manager or RECC Director, the shift then becomes the responsibility of the employee accepting the trade.
- 3. An MOS who agrees to a shift trade and subsequently is unable to complete the shift trade is responsible for finding coverage for that shift. If an MOS fails to report for an agreed upon shift trade, they may be subject to disciplinary action, and the shift then becomes the responsibility of the MOS requesting the shift trade.
- 4. No more than two (2) shift trades per month per MOS will be allowed unless otherwise approved by the RECC Director or Center Manager.

**ARTICLE 5 REGULAR OVERTIME AND COMPENSATORY TIME**

- A. Fair Labor Standards Act (FLSA)-** MOS under the Agreement shall be paid overtime in conformity with the Fair Labor Standards Act of 1938, as amended, 29§ U.S.C.A 201 et seq. and this Agreement

**B. Regular Overtime**

1. Definition- public safety communications work that is compensable pursuant to Section B-3 below.
2. The appropriate supervisor shall approve all regular overtime prior to an MOS performing the work.
3. When a supervisor authorizes an MOS to work beyond their regularly scheduled shift (including time before and after a scheduled shift), the MOS shall be paid the appropriate overtime rate as follows:
  - a) MOS rate of pay shall be straight time up to and including the 40th hour of work within the workweek and time and one-half after the 40th hour of regular hours worked.
  - b) Working overtime is a condition of continued employment with the County. Overtime shall be assigned by the County based on the needs of the County. Refusal to work overtime shall constitute just cause for disciplinary action.

**C. Overtime for Communication's MOS-Procedures**

1. Regular Overtime- When minimum staffing is compromised, the RECC shall compile a voluntary list to work overtime organized by seniority. If overtime assignments are not filled voluntarily then mandatory overtime will be imposed.

**D. Compensatory Time**

1. MOS may reach an agreement with his/her supervisor to substitute compensatory time in lieu of paid overtime. The MOS shall submit in writing their intent to accumulate compensatory time in lieu of paid overtime and attach the document to their time sheet. This will remain in effect until a memorandum, attached to the time sheet, is submitted to the contrary. A Bargaining Unit Employee may accumulate no more than eighty (80) hours of compensatory time. If there is limited budget, the RECC Director may require compensatory time in lieu of overtime.
2. MOS may use their accumulated compensatory time as time off with pay when approved by their supervisor. However, time off shall not be approved when it disrupts the normal operations of the RECC, nor when it creates a situation that would bring any shift below minimum staffing levels.

## **ARTICLE 6 PAYROLL**

### **A. Time Sheets**

1. Time sheets must be turned in to the MOS's supervisor as directed by the supervisor, and then time sheets must be turned in to the RECC Director consistent with Santa Fe County HR and Payroll Policies.
2. A supervisor may complete an MOS's time sheet when the MOS is physically unable to do so themselves due to hospitalization, or a debilitating injury or illness; however a signature from the employee must be obtained.
3. If MOS fails to turn in their time sheets as stated above, the County may pay the MOS for its best estimate of hours worked by the MOS. Any corrections to the employee's paycheck shall be paid in the next appropriate pay period.

## **ARTICLE 7 TRAINING**

**A.** The County and RECC shall provide in-service training for MOS designed to maintain the appropriate standard of performance and to increase MOS's skills. Authorizing attendance at training courses shall be the responsibility of the RECC Director, or his/her designee. Decisions to authorize or deny attendance at training courses shall be based on one or more of the following:

1. The effect the absence of the MOS will have on the RECC's operations and its ability to continue to provide the services and perform the function for which it is responsible.
2. The relationship of the subject of the training to the function performed by the MOS in the RECC.
3. Financing the request of the MOS that is in the best interest of the RECC.

**B.** Approved training time shall be considered as time worked and be compensated except when:

1. Training is not directly related to the MOS's job. Training time is directly related to an MOS's job if it aids the MOS in handling his/her present job or contributes to employee development as approved by the Director or designee.

**C.** The County and RECC shall provide basic, continuing and advanced training to MOS at the RECC's expense if it is required as a condition of employment to maintain basic certification standards.

1. The RECC shall respond to an MOS's request to attend training within 14 calendar days.

2. The Training Officer shall schedule and post training activities. A memo will be issued stating the start and end time as well as date(s) of training.
- D.** There are three ways training expenses might be paid:
1. By the County; MOS may receive approval for reimbursement for travel, meals, lodging, registration, and other costs to be included annually within the RECC budget.
  2. By other public or private agencies; MOS may receive approval for training expenditures by grants from other governments, private organizations or professional organizations, provided they have first obtained the approval of the RECC Director or his or her designee prior to application for public and/or private funding.
  3. By the individual MOS; At the discretion of the RECC Director, an MOS may be permitted time off from work, to attend training, when such training is in the best interest of the employee and provided that the MOS attendance does not compromise minimum staffing within the RECC.
- E.** Members shall be compensated in accordance with the County's approved per diem and mileage for use of personal vehicles when MOS attends RECC approved training.
1. The Santa Fe County area shall include all lands within the boundary lines of Santa Fe County.
  2. MOS shall not be compensated for per diem when such training has included provisions for accommodations, such as meals and lodging.
  3. MOS shall not be compensated for any type of homework, which is part of classroom studies. However, if the instructor includes in-class time for the MOS to conduct homework, that time will be compensated provided that it is not overtime, and:
    - a) The homework is conducted at the place of training, or
    - b) The homework is conducted at a RECC approved facility approved by the MOS's supervisor.
- F.** Upon the receipt of any advanced training certification, MOS shall forward a copy to the Training Officer and the Human Resources office. MOS should maintain a personal training file, including licenses and certificates, for all job related training. The RECC and MOS shall be responsible to ensure that all their licenses and certifications are current. The MOS shall maintain their Law Enforcement and Emergency Medical Dispatch and continuing education credits. The MOS shall be responsible for filling out and submitting the necessary forms as provided by the RECC Director or his/her designee. Failure to uphold certification may result in termination.

1. RECC shall track and notify, on an annual basis, those MOS whose licenses are due to expire.

## **ARTICLE 8 UNIFORMS**

The RECC Director will appoint a committee to decide the type of uniforms Bargaining Unit Employees shall wear. The committee shall be comprised of two management employees and two Bargaining Unit Employees. If the committee cannot agree, the RECC Director will make the final decision on uniforms.

## **ARTICLE 9 SENIORITY**

- A. Center Seniority-** shall be defined as the total length of uninterrupted employment with the RECC. MOS shall not attain center seniority until completion of the required probationary period, at which time center seniority shall relate back to the commencement of the most recent period of continuous employment with the RECC.
- B. Classification Seniority-** shall be defined as the period of most recent continuous services in the MOS's job classification. For the purpose of this article, Emergency Communication Specialist I, II and III are one classification. MOS shall not attain classification seniority until completion of the probationary period in the classification, at which time seniority classification shall relate back to the most recent date of appointment to such classification. Seniority within the Team Leader position will be determined by date of promotion into that classification.
- C. Ties in Seniority-** Ties in seniority in all cases will be determined with consideration to the following: Center Seniority supersedes Classification Seniority.
  1. Ties in Center Seniority will be broken first by hire date, then by lot. Ties in Classification Seniority will be broken by Center Seniority.
- D. An MOS shall forfeit seniority rights only for the following reasons:**
  1. The employee resigns.
  2. The employee is dismissed and is not reinstated.
  3. The MOS is absent without leave for a period of five scheduled working days or more. Exceptions to this may be made by the RECC Director on the grounds of good cause for failure to report.
  4. The MOS fails to report after layoff within the requisite time set forth in the notice of recall. Exceptions to this may be made by the RECC Director on the grounds of good cause or failure to notify or report.

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

## **ARTICLE 10 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, ancestry, sex, sexual orientation, or gender identity, physical or mental disability or serious medical conditions, spousal affiliation, or Union membership or non-membership. No employee shall be disciplined for refusing to perform an unlawful action.

- B. It is the County's policy that, as a general rule, 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.

### **C. FORMS OF DISCIPLINARY ACTION**

1. **ORAL REPRIMAND**- An oral reprimand is generally used for minor offenses or to correct minor faults in an employee's performance. An oral reprimand is not grievable and not subject to the notice and hearing requirements of this section.
2. **WRITTEN REPRIMAND**- A written reprimand may be issued by a supervisor for an offense of a more serious nature which requires more formal action than an oral reprimand. The written reprimand shall become a part of the employee's Human Resources file. To initiate a written reprimand for a MOS, the employee's supervisor will serve a Notice of Proposed Disciplinary Action to the employee within fifteen (15) working days of becoming aware of the incident that describes the basis for the proposed action, or within fifteen (15) working days of completion of an investigation. The Notice of Proposed Disciplinary Action will describe the conduct, actions, or omissions that form the basis for the proposed written reprimand and give a general explanation of evidence the County has. A written reprimand may be grieved up to the RECC Director.
3. **SUSPENSION**- A suspension may be ordered for an offense of a more serious nature or for repeat of a minor offense. An employee may be suspended for a period not to exceed thirty (30) working days. During a suspension, an employee will not be paid or accrue

leave. Each suspension shall be recorded and filed in the employee's Human Resources file.

4. **DEMOTION**- An employee may be demoted for an offense of a more serious nature or for repeat of minor offense. The employee may be demoted to a lesser position for which the employee is otherwise qualified. When demoted, the employee will receive a decrease in compensation commensurate with the new position. Each demotion will be recorded and filed in the employees Human Resources file.
5. **DISMISSAL** – An employee may be terminated for an offense of a more serious nature or for repeat of a minor offense.
- D. The purpose of corrective action is to provide the MOS an opportunity to improve his/her behavior or performance and conform to RECC acceptable standards. Corrective action may include employee training, counseling and performance improvement plans.
- E. **GROUNDS FOR DISCIPLINARY ACTION** A Bargaining Unit employee may only be suspended, demoted, or dismissed for just cause which is any behavior relating to the employee's work that is inconsistent with the employee's obligation to the County. Just cause includes, but is not limited to, the following:

1. **Negligent or inefficient performance**

- a) Unsatisfactory or negligent performance of duties;
- b) Insubordination;
- c) Continued violation of safety practices;
- d) Failure to cooperate with fellow employees;
- e) Failure to adhere to the established work schedule;
- f) Failure to obtain prior authorization to work overtime;
- g) Failure to meet or maintain job qualifications, as set forth in the job description, including failure to maintain a valid driver's license;
- h) Sleeping on duty;
- i) Failure to attend mandatory training unless otherwise approved by the RECC Director; or
- j) Any other behavior that justifies discipline under this category.

2. **Tardiness/ Absenteeism**

- a) Abuse of sick leave;
- b) Unauthorized absence from work, including tardiness;
- c) Failure to abide by time frames for sick calls; or
- d) Any other behavior that justifies discipline under this category.

3. **Careless, negligent or improper use of County property, equipment or funds**

- a) Falsifying official documents or records;

- b) Theft or vandalism of County property;
- c) Unauthorized use or possession of County property or equipment;
- d) Operating a County vehicle or equipment in a negligent, reckless or tortious manner;
- e) Unauthorized disclosure of confidential information from County records;
- f) Falsification, destruction, or unauthorized or fraudulent manipulation of time records or other County records;
- g) Operation of a County vehicle or equipment while under the influence of a controlled substance or intoxicant;
- h) Inappropriate use of IT resources; or
- i) Any other behavior that justifies discipline under this category.

#### **4. Improper Conduct**

- a) On the job conduct toward the public or employees that causes discredit to the County;
  - b) Personal conduct which impairs the employee's ability to perform his or her duties or causes discredit to the County;
  - c) Conflict of interest which results in private gain to the employee or detriment to the County;
  - d) Threatening or harassing an employee, an Elected Official or anyone doing business with Santa Fe County;
  - e) Consumption, possession, or distribution of alcohol or drugs on the job, or reporting to work under the influence of alcohol or drug;
  - f) Accepting a bribe or consideration given with the intent to influence the performance of duty;
  - g) Use of official position or authority for personal profit or advantage;
  - h) Bribery or coercion of, or attempting to bribe or coerce an employee or Elected Official;
  - i) Influencing, or attempting to influence, a Hearing Officer, other than through established grievance procedures;
  - j) Failure to cooperate in an investigation;
  - k) Distributing of literature, vending, soliciting, or collecting contributions while on the job and on County premises, or assisting with the same without prior authorization of the County Manager;
  - l) Unauthorized possession of a weapon on the job site;
  - m) Fighting or other disruptive behavior in the workplace;
  - n) Gambling during work hours; or
  - o) Any other behavior that justifies discipline under this category.
5. Violation of any federal or state law including all civil rights statutes.
6. Conviction of a misdemeanor or felony.
7. Violation of the County of Santa Fe Human Resources Handbook or department-specific procedures.

- F. The County Manager may approve administrative leave pending disciplinary action.
- G. **DISCIPLINARY PROCESS-** The following procedures apply when a supervisor proposes to suspend, demote, or dismiss a classified employee or an employee in a term position who has completed the probationary period.
1. **DELIVERY OF CORRESPONDENCE** - For the purposes of the disciplinary process, the County will make an effort to hand-deliver any documentation, or correspondence related to the disciplinary process including but not limited to disciplinary action forms, memos, documents and correspondence and will be considered served immediately upon delivery. In cases where hand delivery is not practical, such materials will be mailed priority, certified return receipt requested and will be considered served on the first date of attempted delivery by the U.S. Postal Service. For the purpose of this Section, days mean workdays to include Monday through Friday and not to include holiday or time when the County administrative offices are closed.
  2. **NOTIFICATION OF PROPOSED DISCIPLINARY ACTION-** To initiate the suspension, demotion, or dismissal of a classified employee or an employee in term status who has completed the probationary period, the employee's supervisor will serve a Notice of Proposed Disciplinary Action to the employee within fifteen (15) working days of becoming aware of the incident that describes the basis for the proposed action, or within fifteen (15) working days of completion of an investigation. A copy of the 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, and will include the date, time and place of the pre-determination hearing.
  3. **PRE-DETERMINATION HEARING** – The employee shall be given an opportunity to respond to the recommended discipline at the pre-determination hearing. The pre-determination hearing shall be recorded by the use of electronic recorder. The employee's immediate supervisor, Division Director, and Department Director/Elected Official or designee, and a representative for the Human Resources Division shall be present at the pre-determination hearing. The employee has the right to have a representative of his or her choice during the hearing. Pre-determination hearings will be held within five (5) working days from the date of hand delivery or certified mailing of the proposed discipline. The pre-determination hearing 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 a mistaken decision, a determination of whether there are reasonable grounds to believe that the charges against the employee are true and support the proposed action.
  4. **DECISION ON DISCIPLINARY ACTION-** 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 pre-determination 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 pre-determination 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.

- 5. APPEAL OF DISCIPLINARY ACTION-** If the employee or past employee wishes to appeal the disciplinary action, 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 action. 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 11 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 or the disciplinary appeal process 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 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 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 required to strike the first name will be determined by a flip of a coin.
- C.** The Arbitrator shall decide issues of arbitrability prior to hearing the merits of the case. If the Arbitrator determines the case is arbitrable, then the Arbitrator shall consider the facts of the grievance in arbitration and following the hearing shall prepare and submit to the parties, in writing, a report and decision within thirty (30) calendar days after the

conclusion of the hearing. Arbitration shall be conducted according to the established rules by the FMCS.

- D. The cost of services of the Arbitrator shall be shared equally by the parties. Each party will be responsible for compensating its own witnesses and representatives.
- E. The Arbitrator shall have the authority to determine if there was just cause for any disciplinary action, However, in no case shall he/she have the power to add to, not subtract from, or modify this agreement, nor shall he/she substitute his/her discretion for that of the employer where such discretion has been retained by the employer, nor shall he/she exercise any responsibility or function of the employer.
- F. The Arbitrator's award in disciplinary cases is limited to back pay and/or reinstatement, or reinstatement to a similar position at the parties' discretion if irreconcilable personality conflicts exist. The award shall be limited to the amount of wages and benefits the employee otherwise would have earned subject to discount based on any earnings or insurance benefits. The employee has an obligation to mitigate his/her damages. The arbitrator may not award attorney's fees, punitive damages, general compensatory damages, or costs.
- G. The Arbitration Award shall be considered an award issued under the provision of the State's Uniform Arbitration Act.

## **ARTICLE 12 INTERNAL INVESTIGATIONS**

A Bargaining Unit Employee who becomes the subject of an internal investigation will be notified in writing within fifteen (15) working days of becoming aware of the incident in question. The Bargaining Unit Employee may be placed on administrative leave with pay pending the investigation and shall remain available to the county during the employee's regular work hours. Investigation material will be kept in a separate file from the employee's official personnel file.

## **ARTICLE 13 PROMOTIONS AND TRANSFERS**

- A. The County-RECC will continue to offer promotions on an equal opportunity basis.
- B. The RECC shall maintain a fair and impartial promotional procedure and transfer process.
  - 1. The RECC Director shall have the authority to temporarily place any MOS into any transferred or promoted position when such vacancy becomes available for a period not to exceed ninety (90) days.
  - 2. If an MOS is placed as a temporary acting Team Leader responsible for all duties of a Team Leader longer than one (1) consecutive full pay period, the MOS will be

compensated with up to fifteen (15%) increase effective at the start of the second full pay period until the MOS is no longer performing the duties of a Team Leader.

C. When the RECC has authorization for a vacant position, and such position is available to be filled, the County-RECC will hire.

1. The RECC Director shall take into consideration the following criteria:

- a) Review of previous work history;
- b) Length of service in the field;
- c) Training and education; and
- d) Testing, either written or oral, when applicable.

D. Promotions, Demotions and Transfers

MOS who are promoted (those receiving an increase in both salary and grade) shall be placed at the corresponding step on the appropriate wage scale.

#### **ARTICLE 14 FITNESS FOR DUTY**

A. The County recognizes that from time to time MOS experience personal problems that can affect their job performance. As a result, the County shall maintain the Employee Assistance Program, budget permitting.

1. The program is designed to assist MOS with personal issues of a confidential nature. At the discretion of the MOS, he/she may voluntarily submit to counseling and remain anonymous.
2. The RECC may observe a decline in an MOS's job performance and have a reasonable basis to believe that it is due to personal problems. As a result, the RECC may order a Fitness for Duty Evaluation.

#### **ARTICLE 15 INJURIES**

Workers compensation benefits will be provided to Bargaining Unit Employees as required by law.

#### **ARTICLE 16 INOCULATIONS AND IMMUNIZATION**

Employees will be covered pursuant to Worker's Compensation benefits.

#### **ARTICLE 17 DRUGS AND ALCOHOL POLICY**

A. **RANDOM TESTING-** Each holder of a Commercial Drivers; License (CDL) and each employee in a safety or security related position is subject to random drug and alcohol testing. A safety or security related position is one in which an employee operates

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

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

### **C. PROCEDURE FOR TESTING ON REASONABLE CAUSE**

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

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

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

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

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

test, the employee may be placed on unpaid leave until a decision on continued employment is made by the Department Director and Human Resources Director.

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

## **ARTICLE 18 OFFICE MEETINGS**

The Department and Union may confer upon matters of mutual concern. These conferences may be requested by either the Union President or Department director and shall be governed by the following: The Director shall establish a conference place, time and day. Those required to attend will be paid.

## **ARTICLE 19 UNION**

- A. Upon the written request of the Union, the County shall provide the Union with the names of new employees hired to fill Bargaining Unit positions.
- B. The Union may request information and the County will respond pursuant to the Inspection Public Records Act, § 14-2-1 NMSA 1978 et seq.
- C. The RECC will provide spaces at the Center for the Union to post notices. Barring emergency circumstances, this notice space shall be clearly visible to all Bargaining Unit Employees.
  1. Should the Union decide to utilize any of these spaces, the Union shall provide a bulletin board, including any and all parts thereof, to extend no larger than the space provided. County personnel shall handle installation of the board(s).
  2. The bulletin board may be used for the posting of recreation and social affairs of the Union, Union meetings, Union elections, reports of Union committees, Union newsletters, reports of Union meetings, rulings or policies of the state or national associations, legislative enactments, and judicial decisions affecting public employee labor relations.
  3. The bulletin board may not be used by the Union for the posting of political statements; campaign material; material that can adversely affect County employees, elected officials, or appointed officials. In the event that there is a dispute as to posted material,

the material shall be immediately removed from the bulletin board. Abuse of these provisions with regard to the bulletin board may result in loss of bulletin board privileges.

## **ARTICLE 20 STANDARDS, POLICY, AND PROCEDURES**

- A.** The parties acknowledge the necessity to modify Department standards, policies, and procedures from time to time as needs dictate. Nothing in this Agreement shall be construed to prevent the Department from making such changes. The parties recognize that if a policy or procedure is in conflict with this Agreement, the Agreement controls.
- B.** County agrees to furnish the Union with notice of the County's intention to make changes in County department policies and procedures that would affect working conditions of employees. If the Union does not respond within five (5) working days of the receipt of such notice, the County may assume that the Union does not wish to provide input over such changes. Changes may be implemented without having prior input in emergency situation.
- C.** Bargaining Unit Employees will follow the most recent HR Handbook for any items not covered in this agreement.
  - 1. If the RECC forms a Committee relevant to daily operations of the RECC , the Union will have at least one (1) member appointed by the Union leadership to the Committee. Participation or Review does not constitute a waiver of the Union Rights to Collective Bargaining.

## **ARTICLE 21 SHIFT BID**

- A.** Four (4) times each year, in January, April, July and October; RECC personnel will be invited to bid for their shift preference for the following three (3) month period. January for the months of February, March and April – April for the months of May, June and July – July for the months of August, September and October- October for the months of November, December and January.
- B.** Employees may bid for any shift based on seniority; there shall not be any amount of time that an employee can stay on a shift.
- C.** The shift bid process will take place in a "Bid Meeting" with all the team members present, with the exception of employees who are on pre-approved leave or have a family emergency. If one of these situations exist, the employee who is on leave will select, in writing, another employee to bid for them.
- D.** The RECC Director reserves the Right to make shift assignments for the good of the organization.

- E. Requests for shift adjustments or reassignments, not covered by the shift bid process, will be considered on a case-by case basis. Any adjustments or reassignments will be made by the RECC Director in writing.
- F. If an employee does not show up for shift bid due to any other reason except outlined above they will be assigned to a shift by the Director after everyone else has completed their bid.

## **ARTICLE 22 SEVERABILITY**

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

## **ARTICLE 23 FIREARMS**

The parties agree to abide by the County's firearms policy.

## **ARTICLE 24 INSURANCE**

- A. The County shall offer to the covered detention employees and their eligible dependents, Medical, Life, Dental and optical Insurance at the below listed percentage costs:

|               |                 |
|---------------|-----------------|
| <u>County</u> | <u>Employee</u> |
| 63%           | 37%             |

- B. Percentages may be revised to comply with state law. All medical, life dental and optical benefits shall be maintained for the life of this Agreement. Bargaining unit employees will pay 100% of disability insurance offered by the County.

## **ARTICLE 25 RETIREMENT**

Santa Fe County will provide eligible employees nine point fifteen percent (9.15%) employer contribution toward PERA Municipal Plan 3, and nine point eighty-six percent (9.86%) which is seventy-five (75%) of the employees' contribution for an employer total contribution of nineteen point zero-one percent (19.01%).

## **ARTICLE 26 HOLIDAY PAY AND SICK LEAVE**

- A. The following days shall be observed as holidays and Bargaining Unit Employees will be granted time off with pay unless scheduled for duty:

|                        |                       |
|------------------------|-----------------------|
| New Year's Day         | January 1             |
| Martin Luther King Day | 3rd Monday in January |
| Memorial Day           | Last Monday in May    |

|                            |                           |
|----------------------------|---------------------------|
| Independence Day           | July 4th                  |
| Labor Day                  | 1st Monday in September   |
| Columbus Day               | Second Monday in October  |
| Veteran's Day              | November 11th             |
| Thanksgiving Day           | 4th Thursday in November  |
| The Day after Thanksgiving |                           |
| Christmas Day              | December 25 <sup>th</sup> |

Other days officially designated by the County Commission or County Manager as a holiday for County employees.

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

## ARTICLE 27 ANNUAL LEAVE

- A. Each Bargaining Unit Employee is eligible to accrue annual leave. Annual leave may be used after it has been accrued upon the approval of the employee's supervisor. Bargaining Unit Employees accrue annual leave for each hour actually worked up to eight-four (84) hours per pay period, excluding overtime, and for each paid hour according to the schedule below:

| <u>Years of eligible service</u> | <u>Annual hours accrued per hour of work</u> |
|----------------------------------|--|
| 1 thru 5 years                   | .0577  |
| 6 thru 10 years                  | .0766  |
| 11 or more years                 | .0807  |

- B. Upon separation from employment, an employee shall be entitled to payment of accrued annual leave at their current hourly rate, as of the date of separation. In the event of the death of an employee, the employee's estate shall be entitled to payment of the accrued annual leave as of the last day worked.
- C. Requests for annual leave, compensatory time, off or personal holiday will be subject to the HR Handbook however employees are encouraged to request this type of leave as early as possible to maximize the possibility of approval.

- D. 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 28 SICK LEAVE**

Each bargaining unit member will accrue sick leave for each hour actually worked excluding overtime and for each hour paid at 0.0385 per hour worked.

#### **ARTICLE 29 PERSONAL LEAVE**

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

#### **ARTICLE 30 BEREAVEMENT LEAVE**

Bargaining Unit Employees shall be eligible to use up to three (3) days of bereavement leave in the event of the death of an immediate family member. For purposes of this Section, an "immediate family member" is defined as a spouse, child, parent, sibling, grandparent, grandchild, domestic partner, domestic partner's child, domestic partner's parent, step-parent, step-child, step-sibling, foster child, father-in-law, mother-in-law, son- and daughter-in-law, and brother-in-law and sister-in-law. Bereavement leave will be paid up to three (3) days.

#### **ARTILCE 31 COURT TIME**

Bargaining Unit Employees who are required to appear in judicial or administrative proceedings related to their employment with the county will be paid for actual time spent at the proceedings with a minimum of two (2) hours.

#### **ARTICLE 32 SHIFT DIFFERENTIALS**

- A. Bargaining Unit Employees working swing shift hours (after 3 PM) will receive shift differential pay of 5% of their hourly rate for hours worked.
- B. Bargaining unit employees working Graveyard Shift hours (after 11 PM) will receive a Shift Differential pay of 10% of their hourly rate for hours worked.

#### **ARTICLE 33 WAGES**

Effective the first full pay period following approval of this contract, Union employees with the classifications of Emergency Communication Specialist III and Communication Team Leaders who have more than four (4) years of service with the Santa Fe County RECC will receive a one-time 3% salary increase. Remaining bargaining unit employees, not to include the union employees with the classifications of Emergency Communication Specialist III and Communication Team Leaders who have more than four (4) years of service with the Santa Fe

County RECC shall receive up to two \$300.00 temporary salary adjustments as retention incentives. Each temporary pay increase shall be paid over two pay periods. The first temporary pay increase will be in two pay periods in January 2012 and the second shall be in two pay periods in July 2012. The next wage re-opener will occur no earlier than January 2013. All bargaining unit employees shall also receive two (2) personal holidays to be used January 1, 2012-December 31, 2012. The following pay scale will apply for promotional purposes.

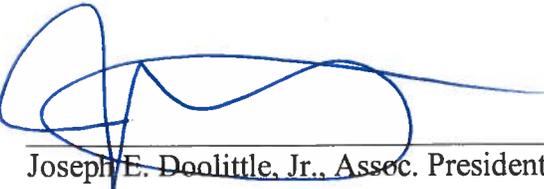
| Years of Service | 1       | 2       | 3       |
|------------------|---------|---------|---------|
| ECS I            | \$14.00 |         |         |
| ECS II           |         | \$16.00 |         |
| ECS III          |         |         | \$17.50 |

#### **ARTICLE 34 TERM OF AGREEMENT**

This agreement will become effective upon ratification by the Bargaining Unit and County Commission and signature by the Union Executive Director and County Manager and shall remain in effect until July 30, 2015. Each party has the right to open one (1) non-economic issue which will be opened on the second year of this agreement.

In witness whereof, the parties have executed this Agreement as of November 8, 2011:

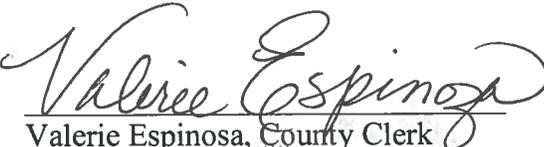
  
\_\_\_\_\_  
Steven Harvey, Executive Director NMCPSO

  
\_\_\_\_\_  
Joseph E. Doolittle, Jr., Assoc. President

  
\_\_\_\_\_  
Virginia Vigil, Chairperson  
Board of County Commissioners  
County of Santa Fe, New Mexico

Attest:

Approved as to legal form:

  
\_\_\_\_\_  
Valerie Espinosa, County Clerk  
County of Santa Fe, New Mexico

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

