

AGREEMENT BETWEEN THE COUNTY OF SANTA FE  
AND THE AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME),  
COUNCIL 18 (REFERRING TO THE BARGAINING UNIT  
AS LOCAL 1413)

July 31, 2018 – June 30, 2021

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## **ARTICLE 1. AUTHORITY AND RECOGNITION**

### **Section 1. General**

- A. The parties to this Agreement are Santa Fe County ("County") and the American Federation of State, County, and Municipal Employees, Local 1413. The County recognizes the Union as the exclusive representative of all employees in the bargaining unit pursuant to the provisions of the Public Employees Bargaining Act and which consists of all non-probationary Corrections Department employees in the positions of Detention Officer, Corporal, Sergeant, Adult Detention Officer Lieutenant, Teacher, Therapist, Case Manager, Booking Clerk, Senior Case Manager/Electronic Monitoring, Case Manager/Electronic Monitoring, Life Skills Worker I, Life Skills Worker II, and YDP Assistant Shift Supervisor, YDP Shift Supervisor, and excludes supervisory, managerial, and confidential employees and all other employees not listed herein.
- B. The County will provide the Union with a listing of bargaining unit employees annually to include employee's names, classification, hourly rate and date of hire.
- C. The Union acknowledges the mission, goals and obligations of the County of Santa Fe as a provider of services to the citizens of the County of Santa Fe. Both the Union and the County believe that employees are important to accomplishing goals set forth by the Santa Fe County governing body.

### **Section 2. Employee Human Resource Policies**

- A. The County and the Union agree that all issues not specifically addressed in this Agreement shall be governed by the Santa Fe County Human Resources Handbook ("HR Handbook") in effect at the time of the events which give rise to an issue. In the event of an irreconcilable conflict between any provision of this Agreement and the HR Handbook, the Agreement shall control with respect to bargaining unit members.

## **ARTICLE 2. NON- DISCRIMINATION, FAIR TREATMENT AND EQUAL EMPLOYMENT OPPORTUNITY**

### **Section 1. Compliance with Laws**

Both the County and the Union agree to comply with all applicable County, State and Federal laws.

### **Section 2. Non-Discrimination**

It is the policy of Santa Fe County to ensure equal employment opportunity to all persons regardless of race, color, age, physical or mental handicap, sex, national origin, ancestry, religion, serious medical condition, sexual orientation, gender identity, political affiliation, or spousal affiliation and union activity. In addition, the County endeavors to comply with state and federal law pertaining to equal opportunity. Through the procurement process, the County also endeavors to encourage those who do business with the County to practice equal employment opportunity.

### **Section 3. Reporting Improper Activities**

The Employer and the Union encourage employees to report waste, fraud, abuse of authority, violation of laws, or other improper government activity in good faith without fear of retaliation.

The employer shall ensure that all employees are aware of their rights under the New Mexico Whistleblower Protection Act.

### **ARTICLE 3. UNION AND MANAGEMENT RIGHTS**

#### **Section 1. Non-Interference**

- A. The parties acknowledge that each is free to conduct its affairs and business in the manner which each respectively believes to be in its own best interest subject to the provisions of this Agreement and without interfering with the operation of the County. In exercising those rights the following provisions shall apply:
1. The Union shall not use the County's interoffice mail services, mailboxes, or e-mail and shall not use County time, equipment, property, or materials for Union Business.
  2. The County shall make available to the Union upon its request any public information in accordance with applicable law.

#### **Section 2. Management Rights**

The County retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of New Mexico and the United States, the Public Employee Bargaining Act, and local Ordinances. The Union recognizes that except as specifically limited, abridged, or relinquished by the terms and provisions of this Agreement, all rights to manage, direct, or supervise the operations of the County and employees are vested solely in the County. The County shall also have the management rights outlined below:

- A. To determine the mission of the County and its departments, set standards and take action to carryout and maintain uninterrupted services to County citizens;
- B. To exercise control and discretion over the County organization and operations;
- C. To direct employees of the County and evaluate and judge employee's skill, ability, efficiency, and general performance in accordance with adopted County policies;
- D. To hire, promote, transfer, assign, and retain employees in positions with the County, and to suspend, demote, discharge, or take other disciplinary action against employees for just cause in accordance with provisions within this Agreement;
- E. To lay off employees from duties or reduce hours because of lack of work or for other legitimate reasons;
- F. To determine the methods, means, and personnel by which such County operations are to be conducted.

The County shall have the right to make such reasonable rules and regulations respecting the conduct of employees, as it may from time to time deem best for the purpose of maintaining order, safety, and/or efficient operations. There shall be no implied or inferred rights to the Union or any employees. If this Agreement is silent regarding a particular issue, it shall be considered a retained management right to exercise discretion on such issue.

### **Section 3. Union Rights**

- A. The parties agree that all employees in the bargaining unit are entitled to all of the rights and privileges delineated in this Agreement. The Union shall be the exclusive representative for the representation of those rights.
- 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 in accordance with this Agreement. The parties recognize that the exercise of these rights shall not interfere with the delivery of services.
- C. The parties agree that the Union has the right to represent employees during the formal disciplinary process and at meetings the employees reasonably believes could result in disciplinary action so long as that representation does not interfere with the operations of the County.
- D. Space designated by the County for closed and locked bulletin boards, to be furnished by the Union, where the Union may post announcements will be made available upon approval by the HR Director or designee . Union representatives shall post any and all Union announcements on the bulletin board.
- E. Union representatives may schedule meetings with management as mutually agreed, to discuss matters pertaining to this Agreement. Such meetings shall occur on non-work time of any bargaining unit employees involved.
- F. If the Employer requests that a Union employee participate in a meeting, the union employee is not required to take personal leave or leave without pay. The employer shall make every effort to schedule such meetings during the normal functions of the County and at a time which will not interfere or jeopardize the service or safety of the residents/visitors of Santa Fe County.
- G. Union officials may rent County community/senior centers consistent with County policies and procedures.
- H. Due to the safety and security of the facility, all incoming mail may be opened. Bargaining unit employees should have no expectation of privacy with regard to mail into or out of the facility.

### **ARTICLE 4. SENIORITY**

- A. Department Seniority - shall be defined as the total length of uninterrupted employment with the Corrections facility. An employee shall not attain Department seniority until completion of the required probationary period, at which time Department seniority shall relate back to the commencement of the most recent period of continuous employment with the Department of Corrections.
- B. Classification Seniority begins on the effective date of the employee's current job classification.

### C. Seniority-Procedures

- a. When an employee is upgraded into another job classification, the employee's seniority will begin on the date the employee is upgraded or promoted. Time served in a lower job classification shall not be considered when calculating seniority in a higher job classification.
- b. When a Detention Officer, Corporal, Sergeant, or Adult Detention Officer Lieutenant is involuntarily demoted, the employee's seniority will not include any time served in any previous job classifications.

### D. Ties in Seniority

1. Ties in Department Seniority shall first be broken by total length of service with the County (date of hire) then by lot.
2. Ties in Classification Seniority shall first be broken by Department Seniority, then by lot.

### E. An employee shall forfeit seniority rights only for the following reasons:

1. The employee resigned.
2. The employee is dismissed and is not reinstated.
3. The employee is absent without leave for a period of three (3) consecutive scheduled working days or more. Exceptions to this may be made by the County on the grounds of good cause for failure to report.
4. The employee fails to report after layoff within the requisite time set forth in the notice of recall. Exceptions to this may be made by the County on the grounds of good cause for failure to notify or report.

### F. When an employee 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 an appeal of the disciplinary action.

### G. The County shall establish and maintain two seniority lists, one by Department Seniority and one by Classification Seniority.

1. Both seniority lists shall be updated prior to the shift bid process and posted in the Department.
2. Copies shall concurrently be forwarded to the Union.
3. Any objections to the seniority lists as posted shall be reported to the HR Director within ten (10) calendar days of the posting. Thereafter the list shall be deemed correct and an employee shall not be permitted to question the lists as posted.



## **ARTICLE 5. 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 6. LAYOFF, FURLOUGH, AND RECALL**

### **Section 1. Furlough**

In the event the County is in need of a furlough, the County Manager shall submit a plan to the Board of County Commissioners that identifies County positions to be affected by the furlough. At least thirty calendar days prior to submitting a plan to the Board of County Commissioners, the County shall provide a draft plan which identifies bargaining unit positions addressed by the plan, to the Union. The County Manager may order a furlough without submitting a plan to the Board and the Union only if a financial emergency exists and there is insufficient time for the Board of County Commissioners to consider a plan. During the thirty days prior to submission of the plan to the Board of County Commissioners, the Union shall have the opportunity to provide the HR Director with cost-cutting measures, identified in writing, within the bargaining unit for consideration prior to the submittal of the plan to the Board of County Commissioners or implementation of any furlough in non-emergency situations. A furlough is the temporary placement of an employee in a reduced work hour schedule, which can either be partial or full-time, for lack of work or funds. No furlough may exceed twelve (12) months in duration. A furloughed employee shall be given at least fourteen (14) calendar day's written notice of furlough, unless the time limit is waived by the County Manager. Employees shall be returned from furlough when the reasons for the furlough cease to exist. Wherever possible, all affected employees shall be returned at the same time, to the same extent. The grievance or appeal process is not available regarding a furlough.

### **Section 2. Layoff**

The County may lay off an employee only to eliminate positions, as a result of a shortage of work or funds, or for other reasons unrelated to the performance of an employee. The County Manager may identify County positions for purposes of a layoff and shall submit a written layoff plan to the Board of County Commissioners. Such positions may be identified on the basis of geographic area, function, funding source, or other factors. At least thirty calendar days prior to submitting a lay off plan to the Board of County Commissioners, the County shall provide the Union a draft lay off plan which identifies bargaining unit positions addressed by the plan. The Union shall have the opportunity to provide the HR Director with cost-cutting measures or other solutions, in writing, within the bargaining unit for consideration prior to the submittal of the plan to the Board of County Commissioners or implementation of any layoff. Upon approval by the Board of County Commissioners of a layoff plan, the HR Director shall initiate the right of first refusal among the affected County positions. Employees shall be laid off in order of seniority within job titles.

### **Section 3. Return to Work from a Layoff**

Employees at the time of separation by a layoff shall have reemployment rights for twelve months after the date served with notice of the layoff, under the following provisions: Employees shall be

returned to work in reverse order of seniority within job titles to any position to be filled for which the employee is qualified. The position must contain the same or lower midpoint salary range as that held at the time of the employee's separation; offers of reemployment shall be made in writing. An employee who is offered and accepts reemployment after layoff shall occupy the position within fourteen (14) calendar days of accepting the offer of reemployment, or forfeit the right to reemployment; and an employee who refuses an offer of reemployment or fails to respond to an offer of reemployment within fourteen (14) calendar days shall not be eligible to receive subsequent offers of reemployment, although the employee will be eligible to apply for any position for which the employee is eligible. Employees returned to work shall have that period of time they were laid off counted as time served in the employment of the County, and shall not be required to serve a new probationary period.

## **ARTICLE 7. DUES DEDUCTION**

### **Section 1. Union Dues**

- A. 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 authorized form. Such dues deduction shall not include any fees, assessment, or fines of any kind. Deductions will commence the first full pay period after receipt of the signed authorization form. The amount of dues deductions shall be certified in writing to the Human Resources Office by the President of the Union. Prior to any increases to dues deductions, the Union shall provide written notification to the employer and all bargaining unit members thirty (30) business days before the effective date of the increase. The increased deduction will commence the first full pay period following receipt of the thirty (30) business days notification as required above.
- B. If the employee is later assigned outside of the bargaining unit, the County will change the Union status and stop Union dues deductions.
- C. All money deducted from wages under this article shall be remitted to AFSCME promptly after the payday covering the period of deduction.

### **Section 2. Terminated Dues**

- A. Dues deductions may be terminated following written notification from the employee to the Human Resources Office and the Union during the first full pay period of January or the first full pay period of July. In the event of a documented hardship, employees may stop dues deductions at any time.
- B. If in the event a reimbursement is owed to an employee by the Union due to a transfer out of the bargaining unit, the employee shall request in writing to the Union Secretary, Treasurer or President at the earliest possible opportunity.
- C. If an employee has insufficient earnings for the pay period or is on non-pay status, no payroll deductions will be made for that employee for that pay period.
- D. The Union will indemnify, pay for the defense of, and hold the County harmless of any claims made and against the County for compliance with issues pertaining to Union dues. The Union agrees to refund any amount paid to it in error on account of the payroll deductions provisions



as determined by the County.

## **Section 2. Terminated Dues**

- E. Dues deductions may be terminated following written notification from the employee to the Human Resources Office and the Union during the first full pay period of January or the first full pay period of July. In the event of a documented hardship, employees may stop dues deductions at any time.
- F. If in the event a reimbursement is owed to an employee by the Union due to a transfer out of the bargaining unit, the employee shall request in writing to the Union Secretary, Treasurer or President at the earliest possible opportunity.
- G. If an employee has insufficient earnings for the pay period or is on non-pay status, no payroll deductions will be made for that employee for that pay period.
- H. The Union will indemnify, pay for the defense of, and hold the County harmless of any claims made and against the County for compliance with issues pertaining to Union dues. The Union agrees to refund any amount paid to it in error on account of the payroll deductions provisions as determined by the County.

## **ARTICLE 8. WORK SCHEDULES, PAY PERIODS AND STAFFING**

- A. The County has the right of assignment of employees and determination of the employees' work schedules. Any long-term change to an employee's work schedule will be provided to the employee in writing at least one (1) week prior to the effective date of the change.
- B. The workweek for bargaining unit employees will begin on Saturday at 12:01 AM and end seven consecutive 24-hour periods later.
- C. The pay period for bargaining unit employees shall be two (2) consecutive workweeks.
- D. Bargaining Unit employees in the positions of Detention Officer, Corporal and Sergeant and Adult Detention Officer Lieutenant shall be classified as partial 7k exempt employees under a fourteen (14) day work period in accordance with the Fair Labor Standards Act.
- E. All bargaining unit employees on 8, 10, or 12-hour shifts will be paid for their meal breaks if they are required to remain at the facility or on-call during this time. If a bargaining unit employee is recalled to service during a paid meal break, or cannot be relieved for a meal break due to work requirements, the bargaining unit employee will not receive additional compensation. With supervisory approval, the bargaining unit employee may be allowed to defer his/her period missed to a later time during the same work shift.
- F. Each bargaining unit employee working a regular shift of twelve (12) hours or more will receive two (2) fifteen (15) minute breaks, those working eight (8) hour shifts will receive only one (1) fifteen (15) minute break if the work load and schedule permits. Breaks cannot be combined, combined with lunch or taken at the beginning or end of the shift.

G. The Adult Detention Facility shall conduct semi-annual shift bids.

- 1) There shall be an open bid for bargaining unit positions of Detention Officer, Corporal, Booking Clerk, Sergeant, Adult Detention Officer Lieutenant, Life Skill Worker I, II, YDP Assistant Shift Supervisor and YDP Shift Supervisor and will include classifications being appropriately scheduled to each shift to ensure adequate experience on each shift. However, in the event an open bid system does not provide for an appropriate allotment of trained employees then the Director may incorporate a bid system that provides an appropriate allotment of employees per shift.
- 2) There may be exceptions to the bid positions due to a legitimate and temporary hardship or other factors, and as such, these positions may become non-biddable.
- 3) The bidding shall be based on the classification seniority date.
- 4) The bidding shall pertain to shift days off only and shall not include posts or other assignments.
- 5) The bidding process may be amended upon mutual consent of the Public Safety Director and the Union President.
- 6) Once a bargaining unit employee's shift is determined via the shift bid process, the employee may submit a post preference form to the facility personnel responsible for roster management. Preferences for post assignment will be considered by the Warden. Post assignments are not permanent assignments and may be altered based on facility needs at any time to include but not limited to safety and security reasons, adequate corrections experience adequate shift coverage, or personnel matters.

## **ARTICLE 9. LABOR MANAGEMENT COMMITTEE/MEETINGS**

- A. The parties shall maintain a Labor Management Committee (LMC) which shall be a standing committee for the duration of this Agreement.
- B. The LMC shall meet at least quarterly at mutually agreed upon time and place.
- C. The Union President, or designee and the Human Resources Director, or designee shall be members of the LMC and shall each appoint three (3) additional members of the Committee. Union members shall be on approved annual leave, compensatory leave, or leave without pay while attending LMC meetings.
- D. The LMC shall be free to address any topic of mutual interest or concern which affects working conditions of bargaining unit employees or furthers good labor management relations. It is understood and agreed that while the parties shall not be restricted in the topics to be addressed, with respect to clarification of intent of the terms of this Agreement other than set forth herein, neither the discussions nor the outcome thereof shall be considered or treated as constituting a binding agreement between the parties unless reduced to writing, specifically identified in the body thereof as constituting a Memorandum of Understanding as set forth in Agreement.
- E. The LMC is not empowered to negotiate any revisions or amendments to this Agreement.

## **ARTICLE 10. PRINTING AGREEMENT AND DISTRIBUTION**

- A. Each party to this Agreement shall print sufficient copies for its own use.
- B. The Union shall ensure all bargaining unit employees receive a copy of this Agreement upon its initial distribution.

## **ARTICLE 11. EMPLOYEE ASSISTANCE PROGRAM**

Any employee of Santa Fe County may contact the Employee Assistance Program (EAP) to receive counseling for various reasons including but not limited to marriage problems, parenting skills, addictions, drug and alcohol problems, relationship issues and depression. The service is confidential, unless the employee is referred by a supervisor, in which case the supervisor will be informed only whether or not the employee has participated in and completed the mandated counseling. It is the employee's responsibility to seek assistance from the EAP prior to reaching a point where his or her judgment, performance, or behavior has led to possible disciplinary action. The availability of EAP is conditioned on sufficient County budget to cover the expense of EAP.

## **ARTICLE 12. CORRECTIVE DISCIPLINARY ACTIONS**

### **Section 1. Just Cause Discipline**

Bargaining unit employees may only be disciplined for just cause. Nothing in this Agreement shall prevent the employer from disciplining bargaining unit employees. Within fifteen (15) business days of the discovery by the County of the facts upon which the discipline is based, the employee shall be presented with the proposed corrective/disciplinary action or notified that an investigation is in progress. The employer shall serve notice of the proposed corrective/disciplinary action within ten business days of the completion of the investigation.

### **Section 2. Confidentiality and Representation**

All disciplinary matters shall be held in strict confidence by the Employer and the Union. Discussions with the employees regarding disciplinary action shall be conducted in private. This shall not prevent the County from immediately addressing an issue with an employee. The employee may elect to have a union representative or attorney representative, if the Union has provided a written waiver of its exclusive representation rights, present at any step of the corrective/disciplinary process. If an employee indicates that they would like to have a Union representative present at any step of the disciplinary process, the disciplinary process may be delayed for a period not to exceed the following business day.

### **Section 3. Disciplinary Action**

- A. The County subscribes to the concept of progressive discipline and it shall be practiced as a corrective measure when deemed appropriate by the County. However, there are instances when a disciplinary action, including dismissal, is appropriate without first having imposed a less severe form of discipline. The conduct at issue in a prior discipline need not be similar to the conduct involved in a subsequent discipline to serve as the basis for progressive discipline.
- B. Delivery of Correspondence and Definition of Business Days

- 1. For the purpose of the disciplinary process, the County will make an effort to hand-deliver

to an employee who is at the worksite 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 delivered by mail or email. If delivered by mail, it shall be considered served: three (3) days after mailing; if by certified mail, on first date of attempted delivery by the U.S. Postal Service; and if by email, upon the date the email was sent.

2. For the purpose of this Article, “day(s)” or “business day(s)” means 8:00 a.m. to 5:00 p.m. Monday through Friday, and does not include holidays or time when the County Administrative Offices are closed, and excludes the day of the event that triggers the period.

### C. Forms of Disciplinary Action

#### 1. Oral Warning/Reprimand/Notice of Caution

An oral warning/reprimand/notice of caution is used to allow supervisors and employees the opportunity to discuss and correct minor infractions of performance, conduct or behavior. Employees shall be notified that further instances may require more progressive discipline. An oral warning/reprimand/notice of caution shall be documented, placed in the employee’s official Human Resources file, and is not subject to the appeal procedures set forth herein.

#### 2. Written Reprimand

An employee shall receive a written reprimand because the deficiency or infraction is of a greater degree than that for which an oral warning reprimand may be used, or for continued inadequate job performance or misconduct. The following specific rules apply to written reprimands:

- a) Written reprimands for an employee’s work performance, conduct or behavior shall be placed in the employee’s official Human Resource file after the approval of the Human Resources Director and the County Manager.
- b) The employee may respond with a written rebuttal within five (5) business days of the written reprimand, which shall be placed in the employee’s Human Resource file. The placement of a written reprimand in an employee’s file is not subject to the appeal procedures set forth herein.

#### 3. Suspension without Pay

An employee may be suspended without pay for a single serious offense or for continued inadequate job performance or misconduct. The following specific rules apply to suspensions:

- a) Suspensions will be without pay and without accrual of leave.
- b) Suspension will not exceed thirty (30) calendar days.
- c) Suspensions are subject to the appeal procedures set forth herein.

#### 4. Demotions

- a) A demotion is a reassignment from a higher classification to a lower classification with a reduction of at least 5% of pay, but no more than the minimum of a new range.
- b) An employee may be demoted for a single serious offense or for continued inadequate job performance or misconduct.
- c) Demotions are subject to the appeal procedures set forth herein.

#### 5. Dismissals

An employee may be dismissed for a single serious offense or for continued inadequate job performance or misconduct. Dismissals are subject to the appeal procedures set forth herein.

#### D. Procedures Common to Written Reprimands, Suspensions-without pay, Demotions, and Dismissals.

The following procedures apply to all disciplinary actions other than oral reprimands:

- 1. The Elected Official/Department Director or designee will present the proposed disciplinary action to the employee.
- 2. The employee will be asked to acknowledge having received the recommended disciplinary action by signing the Disciplinary Action Report. If the employee refuses to sign, a witness will attest in writing that the Disciplinary Action Report was presented to the employee for signature. The witness' signature or employee's signature indicates that the employee received the Disciplinary Action Report, but does not necessarily indicate concurrence with its content. The employee will be given a copy of the disciplinary action report along with accompanying documentation unless otherwise prohibited from releasing.
- 3. Where the recommended disciplinary action is a suspension without pay, demotion, or dismissal, the employee will be informed in writing of the pre-disciplinary meeting date upon being served with the recommended disciplinary action.

#### E. Administration Leave Pending Outcome of the Investigation.

In cases where County property, other employees, or the public are at risk or when there is a pending investigation because of the employee's action, the Elected Official/Department Director, with the approval of the County Manager or designee, may put the employee on administrative leave with pay until the investigation is completed and/or the disciplinary proceedings through the decision of the HR Director are completed. This leave shall not exceed twenty (20) working days, unless a longer leave is approved by the County Manager.



## Section 4. Pre-Disciplinary Meeting and Appeal Procedures

### A. Applicability.

The pre-disciplinary meeting and appeal procedures set forth in this Article apply to suspensions, demotions, and dismissals.

#### 1. Pre-disciplinary Meeting Process.

- a) The Human Resources Director or designee and staff deemed appropriate by the County may meet with the employee and the employee's representative, if any. At the pre-disciplinary meeting the employee shall have the opportunity to respond to the recommended disciplinary action. The County Attorney or designee may also be present. Pre-disciplinary meetings may be recorded and are not evidentiary meetings.
- b) The Human Resources Director or designee will issue a decision in writing within ten (10) working days of the pre-disciplinary meeting. This decision is final, except decisions to demote or terminate an employee's employment which are final if the employee fails to timely appeal to the County Manager or upon issuance of a decision by the County Manager. The written decision shall be either hand delivered directly to the employee (obtaining employee's signature of receipt of the decision), be sent to the employee or the union representative by certified mail, return receipt requested, by mail, or by email. Failure of the Human Resources Director to issue a decision by the deadline shall afford the employee six (6) days from the date of the pre-disciplinary meeting deadline to issue a decision to appeal the supervisor's recommended discipline to the County Manager. Failure to timely appeal shall result in the execution of the recommended discipline without the right to appeal.

### B. Appeals to County Manager

1. Within five (5) days of service of the Human Resources Director's decision, the employee or previous employee may appeal the decision of the Human Resources Director, to the County Manager, by delivering a notice of appeal to the Human Resources Director; the notice of appeal will then be forwarded by the Human Resources Director to the County Manager.
2. The County Manager or designee will render a written decision, based upon a review of all documentation, within twenty (20) working days of receipt of the employee's appeal request; provided, however, that the County Manager or his or her designee may, but is not required to, schedule a meeting to include the employee, the Union representative or licensed attorney, the supervisor who recommended the disciplinary action or designee, the HR Director or designee, and any other person the County Manager or designee deems appropriate before rendering a decision. In the event the County Manager schedules a meeting, the County Manager will have ten (10) days from the date of the meeting to render a written decision. The County Manager's or designee's decision will be delivered directly to the employee (obtaining employee's signature of receipt of the decision), be sent to the employee or Union representative by certified mail, return receipt requested or by email and mail. The County Manager's decision shall include the employee's right to appeal his/her decision, to a third party arbitrator.



### C. Appeals to Third-Party Arbitrator.

#### 1. Notice of Appeal

Within ten (10) days of their receipt of service of the County Manager's or designee's written decision, the employee or previous employee may appeal the County Manager's decision to a third- party arbitrator by delivering a written notice of appeal to the Human Resources Director. The notice of appeal will then be forwarded by the Human Resources Director to the County Manager. Failure to deliver an appeal within ten (10) days shall constitute forfeiture of the right to appeal.

#### 2. Appeal Procedures.

Appeals of the County Manager's or designee's disciplinary decision shall be conducted in accordance with the arbitration procedures set forth in Article 14 of this Agreement.

## **ARTICLE 13. GRIEVANCE PROCEDURES**

### A. Purpose

The purpose of these grievance procedures is to secure, at the lowest possible administrative level, the resolution and remedying of alleged violations of this Agreement but does not include issues pertaining to disciplinary proceedings. There shall be no other forum or procedures for remedying violations of this Agreement other than the grievance procedures contained in this article.

### B. Definitions

1. "Grievance" is an allegation that a violation, misapplication, or misinterpretation of any provision of this Agreement has occurred other than an issue pertaining to disciplinary proceedings.
2. "Grievant" means the person or entity claiming that this Agreement has been violated and may be a bargaining unit employee, a group of bargaining unit employees, the Union, if bringing a grievance on the bargaining unit employees' behalf, or the County.
3. "Days" mean business days, Monday through Friday, but not including holidays observed by the County.

### C. General Procedures

1. The time limits specified at each step of these are maximums, and the parties agree to try and expedite the process when possible.
2. If the grievant fails to comply with any time limit applicable to grievant, the grievance shall be considered abandoned.
3. The time limits set forth herein may be extended by mutual written agreement of the parties.

4. A grievance is initiated whenever a written "Notice of Grievance" is delivered to the person to whom it must be delivered under these procedures. A grievant must initiate a grievance within ten (10) days of the date upon which the grievant knew, or reasonably should have known, of the facts upon which the grievance is based.
5. A Notice of Grievance filed by an employee or the union must be signed by the grievant and/or their Union representative, and contain, at a minimum, the following:
  - i. the name(s) of the bargaining unit employee(s) affected by the alleged violation of this Agreement;
  - ii. the name, address and telephone number of the Union representative, if any, representing the bargaining unit employee(s);
  - iii. what provision(s) of this Agreement are alleged to have been violated;
  - iv. the alleged facts constituting the alleged violation;
  - v. the date of the alleged incident;
  - vi. the names of individuals with information relevant to the grievance to include what information each individual possesses; and
  - vi. the relief sought.

D. Steps for Grievances by and on behalf of Bargaining Unit Employees

1. The parties encourage the resolution of disputes between affected bargaining unit employees and their immediate supervisors outside of the formal grievance procedures. To be considered timely, however, the grievant must deliver a written "Notice of Grievance" to the immediate supervisor of the affected bargaining unit employee(s) and the Elected Official/Department Director in charge of the employee's department within the time limits set forth in Article 13.C.4. of this Agreement. Ten (10) days shall be allowed for the grievance to be resolved at the immediate supervisor level. The Elected Official/Department Director may, but is not required to, intervene at the immediate supervisor level to help resolve the grievance.
2. If the grievance is not resolved within ten (10) days of the date the Notice of Grievance is delivered to the immediate supervisor and the grievant desires to proceed to the next step in these procedures, the grievant must file a "Notice of Grievance" with the Human Resources Director within fifteen (15) days of the date when the notice of grievance was delivered to the immediate supervisor and Elected Official/Department Director or designee. No later than ten (10) days following receipt of the Notice of Grievance, the Human Resources Director or designee shall schedule a meeting to consider the grievance. The grievant and the Elected Official/Department Director or designee shall be entitled to bring documents and/or witnesses (at the expense of the party bringing the documents or witnesses) to the meeting in order to present evidence on their behalf. Each party shall have the right to cross-examine witnesses brought by the other party.

3. The Human Resources Director or designee shall render a written decision resolving the grievance within ten (10) days of the meeting.
4. The grievant may appeal the Human Resources Director's Decision to the County Manager by delivering a notice of appeal and all supporting documents to the County Manager, with a copy to the Human Resources Director, within ten (10) days of their receipt of the Human Resources Director's written decision. The County Manager or designee may, but is not required to, schedule a meeting within ten (10) days of their receipt of the notice of appeal, to which each party shall be entitled to bring documents. The County Manager or designee shall, within ten (10) days of the meeting or within ten (10) days of their receipt of the notice of appeal, whichever is later, render a written decision resolving the grievance.
5. The grievant may appeal the County Manager's or designee's decision to an arbitrator by serving a notice of appeal on the County Manager, with a copy to the Human Resources Director, within five days of their receipt of the County Manager's or designee's written decision. Such arbitration shall be in accordance with Article 14 of this Agreement.

E. Steps for Grievances by the County

1. The County initiates a grievance by delivering a Notice of Grievance to the Union President. The County and Union shall meet within ten (10) days to try and resolve the grievance.
2. If the grievance is not resolved within ten (10) days of the Union President's receipt of the Notice of Grievance, the County may seek resolution through the Public Employees Labor Relations Board. However, if the Public Employees Labor Relations Board declines or fails to resolve a matter submitted for resolution by the County, or the County chooses to proceed through arbitration instead, the County through the County Manager, may initiate arbitration by serving a demand for arbitration on the Union within twenty (20) days of the date on which the Public Employees Labor Relations Board declines or fails to resolve a matter submitted for resolution by the County. Such arbitration shall be in accordance with Article 14 of this Agreement. As a preliminary step prior to arbitration, the County may, with the consent of the Union, initiate mediation in accordance with section F below. Mediation must be completed within fifteen days after the County and Union meet to try and resolve the grievance. If mediation is attempted and unsuccessful at resolving all issues, the County may commence arbitration within twenty (20) days of the mediation.

F. Miscellaneous

1. No reprisal or retaliation by any party shall be taken against any person who participates or is a witness in a grievance proceeding.
2. A grievant may be accompanied or represented by the Union and at any hearing or meeting conducted under these grievance procedures at their own cost.
3. A bargaining unit employee, acting individually, may present a grievance without intervention of the union, provided the grievance must be processed in accordance with this Agreement. An adjustment made shall not be inconsistent with or in violation of this Agreement. The Union must be notified of the resolution of the grievance.

4. If the grievance affects a group of two (2) or more bargaining unit employees or involves an action or decision by the County or the Department Head that has a County wide or department wide impact, the Union may submit the grievance on behalf of the effected bargaining unit employees.
5. All documents related to a grievance shall be maintained as a separate file from an employee's personnel file.
6. All grievances and grievance responses shall be filed and processed in accordance with this Agreement.
7. The processing of grievances by the Union and/or bargaining unit employees shall be conducted on non-County paid time unless otherwise agreed by the parties.
8. Grievances may be withdrawn or modified by the Union at any step of the grievance procedure.
9. Tape recorders or other electronic devices may be used by any party participating in the grievance, provided notice of the use of the recording device is provided to the other party prior to commencement of the proceeding, and provided a copy of the recording is provided to the other party if requested at the requesting party's expense.

#### **ARTICLE 14. ARBITRATION**

The parties are prohibited from violating written agreements in force, which were negotiated in accordance with the Public Employee Bargaining Act. Any controversy concerning an alleged contract violation or disciplinary action of suspension, demotion, or dismissal may be submitted for binding arbitration.

##### **A. Initiation of Arbitration.**

The County and the Union agree to pursue settlement of issues before proceeding to binding arbitration. The deadline for completing settlement efforts prior to seeking a list of arbitrators from FMCS is fourteen calendar days from the date of exhaustion of administrative remedies through the disciplinary or grievance process.

Bargaining unit employees and/or the Union initiate arbitration by delivering a Notice of Appeal, in accordance with this agreement. The County initiates arbitration by serving a Demand for Arbitration concerning grievances, in accordance with this agreement. If an employee initiates arbitration without the union, the employee is responsible for all related costs.

##### **B. An arbitrator shall be selected in the following manner:**

1. The party initiating arbitration shall request a list of seven (7) names from the FMCS within five (5) calendar days of the date of the meeting to pursue settlement of issues before proceeding to binding arbitration and will bear the cost for the list. The party initiating the arbitration must deliver a copy of the list to the non-requesting party within twenty-four (24) hours of receipt. An arbitrator shall be selected within five (5) business days of receiving the list.

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.
  3. Santa Fe County will attempt to enter into a contract or issue a purchase order for the arbitrator's services before commencing any work which the parties will be charged.
- 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.
  - 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, 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.
  - 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 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.
  - G. The Arbitration Award shall be considered an award issued under the provisions of the State's Uniform Arbitration Act.
  - H. Failure to meet any of the timelines set forth in this article shall be deemed abandonment of the arbitration process.
  - I. Failure to conduct the arbitration within six (6) months of filing the request shall be deemed abandonment of the arbitration process, except as mutually agreed to by the parties in writing.

## **ARTICLE 15. LEAVE OF ABSENCE**

### **Section 1.**

Each bargaining unit employee is eligible for leave of absence pursuant to the HR Handbook.

### **Section 2. Sick Leave Incentive**

Bargaining unit employees who use (8) eight hours of sick leave or less from January 1 through June 30, shall receive (8) eight hours of additional annual leave. Bargaining unit employees who use (8) eight hours of sick leave or less from July 1 through December 31 shall receive (8) eight hours of additional annual leave.



## **ARTICLE 16. 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 or equipment, to their immediate supervisor and 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 Corrections 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 equipment without prior knowledge and approval.
- C. The employer shall provide employees appropriate and adequate critical incident stress debriefing (CISD). CISD is to be used for critical job-related incidents including, but not limited to, mass casualty, work/peer suicide, serious work injury and/or other work-related death of a co-worker. Such CISD shall include when appropriate, initial debriefing individual or group therapy counseling, and/or follow-up. All debriefings and other CISD sessions shall be strictly confidential.

## **ARTICLE 17. INTERNAL INVESTIGATIONS**

- A. A bargaining unit employee who becomes the subject of an internal investigation will be notified in writing. Written notification of the investigation will be initiated within fifteen (15) working days of discovery of the act or omission that precipitated the investigation. Investigations will be recorded. In cases where extensive investigation is required, disciplinary action will not be initiated until the facts have been established. Management will strive to complete investigations within thirty (30) working days from the start of investigation. Both parties recognize that completion within thirty (30) working days is not always feasible.
- B. The bargaining unit employee may be placed on administrative leave with pay pending the investigation and during the time of paid administrative leave, bargaining unit employees are required to be immediately available by phone and available to report, in fit condition, promptly to the work site or other locations as directed by the Human Resources Division or designee during the business hours of 8:00 a.m. until 5:00 p.m., Monday through Friday. If the bargaining unit employee's regularly scheduled shift falls outside of those core business hours, the shift will be temporarily changed to those core business hours while the bargaining unit employee is on administrative leave with pay. There will be no impact to the base salary and benefits during this time.
- C. It is the bargaining unit employee's responsibility to provide the Human Resources Division with a valid home address and phone number. Being unavailable to Santa Fe County while on paid administrative leave is grounds to have the paid leave revoked and may constitute the basis for disciplinary action.
- D. Bargaining unit employees are required to call designated Human Resources staff no later than 9:00 a.m. each morning of administrative leave with pay. Failure to call in every morning may result in disciplinary action. Investigation material will be kept in a separate file from the employee's official personnel file.



## **ARTICLE 18. UNIFORMS**

The County will provide uniforms to bargaining unit employees as deemed necessary by the County. Bargaining unit employees are responsible for the maintenance, laundering, and upkeep of the uniforms. A bargaining unit employee's failure to arrive at work in complete uniform that is neat in appearance, properly sized, clean, and maintained may be subject to disciplinary action. Bargaining unit employees who receive uniforms as required by management will receive four (4) pairs of pants and four (4) shirts. The parties recognize that uniforms may be subject to applicable tax regulations.

## **ARTICLE 19. DRUG AND ALCOHOL TESTING**

Drug and alcohol testing is conducted in compliance with the then HR handbook.

## **ARTICLE 20. SPECIAL LICENSE AND CERTIFICATION**

The parties recognize that there are certain licenses and/or certifications required in order to be qualified to perform the duties of some classifications in the bargaining unit. It shall be the responsibility of each bargaining unit employee to be qualified for his/her position at all times. Employees who fail to maintain the required licenses and/or certifications for their positions may be terminated from their position.

## **ARTICLE 21. OVERTIME**

- A. Working overtime is a condition of continued employment with the County. Overtime shall first be filled on a voluntary basis by seniority and then if there are no volunteers to work the overtime a reverse seniority process to fill it shall be used. Overtime shall be assigned by the County based on the needs of the County. Refusal to work overtime once assigned shall constitute just cause for disciplinary action. An employee shall not work overtime without prior written authorization from their first line supervisor. Leave is not time worked and shall not be counted as time worked for the purpose of computing overtime, except for holiday pay.
- B. For Detention Officers and Corporals, Sergeants and Adult Detention Officer Lieutenants, hours worked in excess of eighty (84) hours in a regular work period shall be considered as overtime pursuant to Fair Labor Standards Act (FLSA). Overtime shall be paid at one and one half hours for each hour worked for covered employees after the maximum of eight (80) hours of compensatory time has been accumulated. Holidays covered in this CBA will be counted as hours worked for overtime calculation purposes.
- C. For all bargaining unit employees with the exception of Detention Officers, Corporals, Sergeants and Adult Detention Officer Lieutenants hours worked in excess of forty (40) hours in a regular work week shall be considered as overtime pursuant to Fair Labor Standards Act (FLSA). Overtime shall be paid at one and one half hours for each hour worked for covered employees after the maximum of eight (80) hours of compensatory time has been accumulated. Holidays covered under Article 11 will be counted as hours worked for overtime calculation purposes.
- D. A bargaining unit employee designated workweek shall not be changed to avoid the payment of overtime. Schedules, shifts or days off will not be changed solely to avoid the payment of

overtime except in mitigating circumstances (i.e. training, emergencies, length of time on duty, etc.)

- E. A bargaining unit employee who terminates his/her employment shall be paid for any unused compensatory time.

## **ARTICLE 22. SHIFT DIFFERENTIAL**

- A. Life Skills Workers I, Life Skills Worker II, YDP Assistant Shift Supervisors, and YDP Shift Supervisors working the graveyard shift will receive shift differential pay of 10% of their hourly rate for hours worked.

## **ARTICLE 23. WAGES**

- A. Effective the first full pay period after ratification of this contract by the Union and after approval by the Board of County Commission, or resolution of impasse, whichever is later, all Teacher, Therapist, Case Manager, Senior Case Manager/Electronic Monitoring, Case Manager/Electronic Monitoring bargaining unit employees will receive a salary increase of \$1.07 per hour, and Booking Clerk bargaining unit employees will receive a salary increase of \$0.49 per hour.
- B. Effective the first full pay period after ratification of this contract by the Union and after approval by the Board of County Commission, or resolution of impasse, whichever is later, all Detention Officer, Corporal, Sergeant, Life Skills Worker I, Life Skills Worker II, YDP Assistant Shift Supervisor and YDP Shift Supervisor bargaining unit employees will receive a salary increase to the minimum pay rate identified in the table below or a \$1.07 per hour salary increase, whichever is greater, Adult Detention Officer Lieutenant bargaining unit employees will receive a salary increase to the minimum pay rate identified in the table below or a \$1.68 per hour salary increase, whichever is greater. The starting pay for Bargaining Unit job classification is as follows:

<b><u>Bargaining Unit Job Classification</u></b>	<b><u>Minimum Pay Rate</u></b>
Detention Officer	\$16.4700
Corporal	\$19.7640
Sergeant	\$21.7404
Adult Detention Officer Lieutenant	\$23.9144
Life Skills Worker I	\$14.0000
Life Skills Worker II	\$16.0163
YDP Assistant Shift Supervisor	\$17.6179
YDP Shift Supervisor	\$19.3797

- C. Bargaining Unit employees who are promoted to classifications of Corporal, Sergeant, Adult Detention Officer Lieutenant, YDP Assistant Shift Supervisor, and YDP Shift Supervisor identified in the table above will earn the starting rate of the new classification or receive a 7% increase to their base rate of pay, whichever is greater. Promotions to Life Skills Worker II identified in the table above will earn the starting rate of the new classification or receive a 5% increase to their base rate of pay, whichever is greater.

No increases beyond this will be effective under this article. All pay increases shall be subject to specific appropriation by the Board of County Commissioners.

#### **ARTICLE 24. HOLIDAYS**

- A. The following days shall be observed as holidays:

New Year's Day	January 1
Martin Luther King Day	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Columbus Day	Second Monday of October
Veteran's Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday in November
The Day after Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Day	December 25 <sup>th</sup>

And other days officially designated by the Board of Commissioners or County Manager as a holiday for County employees. When the County Manager or Board of County Commissioners takes actions to authorize County employees to observe the aforementioned holidays on alternate days, those actions will not apply to bargaining unit employees. New holidays, as opposed to alternate days officially designated by the County Commission or County Manager as a holiday for County employees, shall be granted to bargaining unit 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 25. INSURANCE**

- A. The County shall offer to the covered bargaining unit members and their eligible dependents medical, life, dental, and optical insurance in accordance with the following contributions to the cost of the insurance, as defined in NMSA 1978, Section 10-7-4.2(B):

Effective January 1, 2019	County's Contribution	Employees Contribution
Employees who earn \$30,000 annually or less	80%	20%
Employees who earn \$30,001 to \$50,000 annually	75%	25%
Employees who earn \$50,001-\$70,000 annually	70%	30%
Employees who earn more than \$70,000 annually	65%	35%

- B. If the County implements increased employer contributions for non-bargaining unit employees, bargaining unit employees shall receive the same contributions. Percentages may be revised to comply with state law. Group medical, life, dental, and optical benefits shall be available at all times during the life of this Agreement. Bargaining unit employees will pay 100% of disability insurance offered by the County.

## **ARTICLE 26. COMPLETE AGREEMENT**

- A. This Agreement is the complete and only agreement between the parties and replaces any and all previous agreements. There shall be no additional negotiations on any item, whether contained herein or not and whether contemplated by either party at the time of negotiations or not, except by written mutual agreement of the parties.
- B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities. Therefore, the County and the Union, for the life of this Agreement, each voluntarily and without qualification waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## **ARTICLE 27. SEVERABILITY**

If any portion of this Agreement is determined by a final order of an administrative agency or a court of competent jurisdiction 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 28. TERM OF AGREEMENT**

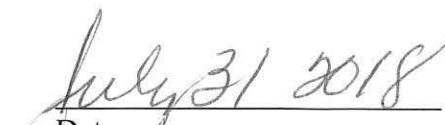
This Agreement will become effective upon ratification by the bargaining unit and Board of County Commissioners and signature by the Union President and County Manager and shall remain in effect until June 30, 2021 with the exception of one (1) economic article, which will be opened for negotiation no earlier than March 1, 2019.

**SIGNATORIES OF THE PARTIES**

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

**SANTA FE COUNTY**

  
Anna Hansen, Chairperson

  
Date

**ATTEST:**

  
Geraldine Salazar, Santa Fe County Clerk

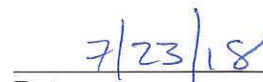
  
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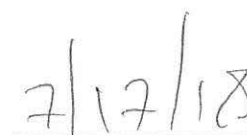
**APPROVED AS TO FORM:**

  
Bruce Fredrick, Santa Fe County Attorney

  
Date

**AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME), NEW MEXICO COUNCIL 18 (REFERRING TO THE BARGAINING UNIT AS LOCAL 1413)**

  
Daniel Solis, President AFSCME Local #1413

  
Date