

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

December 13, 2016 to December 31, 2020

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

### **Section 1. General**

- A. This agreement (hereinafter referred to as the "Agreement") has been made and entered into by and between the County of Santa Fe (hereinafter referred to as the "County" or "Employer"), and Local 1413-M, County of Santa Fe Employees, of the American Federation of State, County and Municipal Employees, Council 18, AFL-CIO, (hereinafter referred to as the "Union").
- B. 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. Recognition and Purpose**

- A. The Employer recognizes the Union as the sole and exclusive representative of employees in the bargaining unit in matters establishing and pertaining to wages, hours, and all other terms and conditions of employment pursuant to the provisions of the Public Employees Bargaining Act (PEBA) NMSA 1978, Section 10-7E-1 et.seq.
- B. The purpose of this Agreement is to establish reasonable terms and conditions of employment for bargaining unit members.

### **Section 3. 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 most recent Santa Fe County Human Resources Handbook ("HR Handbook"). 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 AND FAIR TREATMENT**

### **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**

The County shall not practice, nor tolerate, discrimination against employees through employment practices, including but not limited to, recruitment, hiring, training, education, reassignment, and promotion on the basis of any non-relevant factors such as race, color, religion, sex, ancestry, ethnicity, national origin, political affiliation, and/or beliefs, age, mental or physical disability, gender identity, sexual orientation, marital or family status, union activity, medical condition, or use of a second language other than English.

### **Section 3. Prohibited Practices**

Neither party shall engage in any prohibited practices pursuant to the Public Employee Bargaining Act.

The Employer agrees that employees shall be protected from discrimination, intimidation, restraint, coercion or retaliation, including involuntary reassignment or changes in working conditions resulting from the filing of a good faith discrimination complaint, grievance, prohibited practice complaint, complaint alleging the Employer or other employees interfered with the complaining employee's constitutional rights and/or any right granted by this Agreement, County Ordinance, or other law, including any other right regarding union activity.

### **Section 4. 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 insure that all employees are aware of their rights under the New Mexico Whistleblower Protection Act, Section 10-16C-1, NMSA 1978, et.seq.

## **ARTICLE 3. BARGAINING UNIT DEFINITION AND INFORMATION**

### **Section 1. Bargaining Unit Definition and Information**

- A. The parties to this Agreement are Santa Fe County ("County") and the American Federation of State, County, and Municipal Employees, Local 1413-M. The County recognizes the Union as the exclusive representative of all employees in the bargaining unit which consists of all regular, non-probationary, non-temporary employees of Santa Fe County Corrections Department in the positions of Licensed Practical Nurse, Registered Nurse, Nurse Practitioner, Physician's Assistant, Pharmacy Technician, and Dental Assistant and excludes supervisory, managerial, and confidential employees and all other employees.
- B. The County will provide the Union with a listing of bargaining unit employees annually to include the employee's name, classification, hourly rate, and date of hire.

### **Section 2. Accretion**

- A. When the County creates a new Corrections job classification or position or makes changes to a current union classification or position, HR shall notify the Union in writing within seven (7) working days. The notification shall contain details of job duties of the new position and the County's preliminary determination as to whether it is to be included in the bargaining union.
- B. The Union shall notify the County within seven (7) working days of receipt of notification pursuant to subsection A above if it wishes to discuss the information contained in the notification. If both parties agree that the new classification shall be placed in the bargaining unit, recognition shall be effective the first full pay period following execution of agreement. The accretion process shall be in compliance with PEBA.

### **Section 3. Contracting Out**

- A. The County will not contract out for services currently performed by bargaining unit employees unless it can be demonstrated that the work to be contracted for cannot be accomplished within



a timeframe acceptable to the County by the expertise, capacity, and/or capability of existing bargaining unit employees, or it is fiscally responsible to do so.

- B. If the County intends to contract out for services currently performed by bargaining unit employees, the County will provide the Union with at least ten (10) workdays notice prior to contracting out. The Union may, within five (5) workdays of receipt of the notice, provide written alternatives to contracting out along with information to support such alternatives.

## **ARTICLE 4. 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 5. COUNTY SENIORITY**

### **Section 1. General**

Seniority is defined as length of continuous service in County class, department, or division.

## **Section 2. County Seniority.**

County seniority is the length of continuous service with the County of Santa Fe. County seniority is broken by separation.

## **Section 3. Classification Seniority**

Classification (Class) seniority is entry date the bargaining unit employee began working in his/her current job classification. Classification Seniority is broken by promotion, reassignment, or a change to a different job classification.

## **Section 4. Division Seniority**

Division seniority is the length of continuous service an employee has in his/her current division. Division seniority is broken by reassignment to another division.

## **Section 5. Identical Hire Dates**

Where two (2) or more employees have the same seniority date for determining job rights, the tie shall be broken with seniority based on the highest number of the last four (4) digits of the social security number (the highest number would be 9999, the lowest 0000). A tie will be settled by the toss of a coin.

## **Section 6. Military Service**

The County will comply with the Federal Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

# **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.

## **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. 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 meal period missed to a later time during the same work shift.
- E. 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.
- F. Shift bidding shall be conducted semi-annually for bargaining unit employees at the adult



detention facility. There shall be an open bid for bargaining unit positions of Licensed Practical Nurses and Registered Nurses and will include classifications being appropriately scheduled to each shift to ensure adequate experience on each shift. However, in the event the 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.

- G. 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.
- H. The bidding shall be based on the classification seniority date.
- I. The bidding shall pertain to shift days off only and shall not include posts or other assignments.
- J. The County will post notices of vacancies within the bargaining unit which the County intends to fill for at least three (3) workdays.
- K. An employee may request, in writing, a copy of his/her job description.

## **ARTICLE 9. EMPLOYEE TRAINING**

### **Section 1. General Training**

Employees will be required to attend training deemed necessary by their supervisor. Supervisors may also approve additional training pertinent to assisting the employee with his or her duties or for further knowledge of work related duties. When the County invests in training and/or travel, the County expects to benefit from the investment. With this, Santa Fe County employees who receive funding for travel and/or training in the amount of \$1,500.00 or more per occasion will be required to reimburse the County through a deduction from the employee's final paycheck should the employee voluntarily terminate their employment with Santa Fe County within twelve (12) months according to the schedule set forth by the County. The items for which reimbursement will be required include, but are not limited to registration fees, transportation, lodging and meals. Employees who desire to utilize funding for travel and/or training of \$1,500.00 or more shall prior to commencement of training and/or travel execute a written agreement authorizing deduction of the travel and/or training funds from their final pay check in the event they voluntarily terminate their employment within twelve months of completion of the training.

### **Section 2. Tuition Assistance**

Tuition assistance is financial assistance for eligible employees of the County to take college credit-granting courses pursuant to the rules set forth herein. While tuition assistance is expected to enhance employees' performance and professional abilities, the County makes no representation herein that gaining additional education will entitle the employee to advancement, a different job assignment, or a pay increase. Tuition assistance shall be paid to the employee on a reimbursement basis. Such reimbursement will be taxed as a taxable fringe benefit pursuant to the Internal Revenue Code and applicable regulations.

### **Section 3. Eligibility**

All bargaining unit employees who have maintained satisfactory job performance may receive tuition assistance up to \$2,500.00 per fiscal year to pursue formal education, through college credit-granting

courses, provided the courses are directly applicable to the employee's work at the County and subject to the availability of funds. The Human Resources Office will determine the maximum amount available to employees per fiscal year based on budget and projected requests. Education that is required for the employee to perform his or her job tasks is not covered by this Section.

#### **Section 4. Reimbursements**

Reimbursement is limited to tuition and associated fees. Reimbursement will not be made for books, travel, meals or any other expenses related to the education. The County has the sole discretion to approve or deny or partially approve or deny requests for tuition assistance. If an employee submits an application to attend a course that Santa Fe County determines is offered at another institution at a less expensive rate, the County may approve tuition assistance at the lesser rate. To be eligible for tuition assistance, the employee must first submit an application to the employee's immediate supervisor, the Division Director, and the Department Director prior to the start date of the class or classes for consideration of approval. If the application has been approved by the immediate supervisor, Division Director, and Department Director, the employee shall submit the application to the Human Resources Division for approval. Reimbursement will be made upon successful completion of the class, so long as a grade of "C" or equivalent is obtained in the course for which reimbursement is sought. In the event that a course is only offered as pass or fail, a grade of pass will be acceptable for reimbursement, whereas a fail grade will not be reimbursed. Any late fees incurred by the employee registering late shall be paid by the employee.

#### **Section 5. Changes that Affect Tuition Requests**

If an employee changes the class (es) or withdraws from the class (es) after applying for tuition assistance, the employee shall immediately notify the Human Resources Division. If an employee separates from employment with Santa Fe County prior to completing the class (es), the County shall not reimburse the employee for tuition of the class (es). If an employee transfers from one department, division, or office to another while attending the class (es), the Human Resources Director may decide not to reimburse the employee for tuition if the classes (es) are not relevant to the employee's new position. If an employee voluntarily terminates employment within one (1) year of receiving reimbursement pursuant to this section, the employee shall be required to reimburse the County for the total amount of educational assistance received.

#### **Section 6. Educational Leave**

Educational leave will be handled in accordance with relevant provisions of the Santa Fe County Human Resources Handbook.

### **ARTICLE 10. HUMAN RESOURCES DIVISION RECORDS**

- A. The employee's only official file shall be the file located in and maintained by the Human Resources Division. Employees or their designee as authorized in writing shall have the right to inspect and copy any portion of their human resources file at reasonable times and upon the advance notice of the desire to inspect any copy. In no event shall the employee remove the file from the Human Resources Office or remove any item from the official human resources File. A Human Resources representative shall monitor the inspection and copying of the file. An employee's inspection and copying of their file may be documented in the employee's file on Human Resource approved forms.



- B. Employees may submit a written rebuttal to any material placed in their records and may request in writing the removal of any material that, in the opinion of the employee is unwarranted, inaccurate, irrelevant, untimely, or incomplete.
- C. Before a complaint or disciplinary action against an employee becomes part of the official HR file, the employee will be notified.
- D. The employee may request in writing the addition of any documentation he/she deems relevant to his/her Human Resources file.
- E. The Human Resources Division shall respond in writing within ten (10) calendar days from the date of the receipt of any written request by an employee in accordance with this article.

#### **ARTICLE 11. 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.
- 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 12. 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 13. 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 ten (10) business days of the discovery 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. The employee may elect to have a union representative or attorney representative 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.

Employees who do not wish Union representation during the disciplinary process shall acknowledge such in writing to the Employer.

## **Section 3. Disciplinary Action**

A. The County subscribes to the concept of progressive discipline and it shall be practiced as a corrective measure whenever possible. However, there are instances when a disciplinary action, including dismissal, is appropriate without first having imposed a less severe form of discipline first. 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**

For the purpose 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 delivered by mail or email. If delivered by mail, it shall be considered served three (3) days after mailing, if by certified mail, will be considered served on first date of attempted delivery by the U.S. Postal Service or upon receipt by email. For the purpose of this Section, days mean workdays to include Monday through Friday and not to include holidays or time when the County Administrative Offices are closed.

### **C. Forms of Disciplinary Action**

#### **1. Oral Warning/Reprimand**

An oral warning reprimand 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 shall not be placed in the employee's official Human Resources file.

#### **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 if a previous oral reprimand was not effective as corrective action. 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, 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 after previous attempt (s) to correct the conduct have failed. The following specific rules apply to suspensions without pay:

- a) Suspension will not exceed thirty (30) calendar days.
- b) Suspensions are subject to the appeal procedures set forth herein.
- c) Suspensions are a permanent part of the employees file, but cannot be used as a part of the progressive disciplinary process after five (5) years provided that the employee has not received another related or unrelated disciplinary action during the five year time period.

### 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 after previous attempt(s) to correct the conduct have failed.
- 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 after previous attempt(s) to correct the conduct have failed. 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 refused to sign, a witness will attest in writing that the Disciplinary Action Report was presented to the employee for signature. The witness's 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 any accompanying documentation.
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 hearing 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 any appeal to the County Manager 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 Hearing and Appeal Procedures**

A. Applicability.

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

1. Pre-disciplinary Hearing Process.
2. For the purposes of this section, working days mean 12:00 a.m. through 11:59 p.m., Monday through Friday.
  - a) The Human Resources Director or designee and Elected Official/Department Director or designee shall meet with the employee and the employee's representative, if any, at the appointed time, date, and location. At the pre-disciplinary hearing the employee shall have the opportunity to respond to the recommended disciplinary action. The County Attorney or designee may also be present. Pre-disciplinary hearings may be recorded and are not evidentiary hearings.
  - b) The Human Resources Director or designee will issue a decision in writing within five (5) working days of the pre-disciplinary hearing. This decision is final. The Human Resources Director's decision shall include the employee's right to appeal his/her decision, to the County Manager, as per this section. The written decision shall be either delivered directly to the employee (obtaining employee's signature of receipt of the decision) be sent to the employee by certified mail, return receipt requested, mail, or by email. Failure to issue a decision by the deadline shall afford the employee six (6) days from the date of the pre-disciplinary hearing 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 a hand delivered notification or ten (10) days of a mailing 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. 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 five (5) working days of their receipt 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.

##### 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 16 of this Agreement.

### **ARTICLE 14. 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 14.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 16 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 16 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 15. 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.

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.

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 16. LEAVE OF ABSENCE**

### **Section 1. Annual Leave Eligibility**

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.

### **Section 2. Requesting Annual Leave**

An employee seeking to take annual leave must submit a *Request for Leave Form* to his or her supervisor with notice consistent with annual leave requested. For example, if one day is requested, one day notice is required. The supervisor shall grant any reasonable request, but shall also consider the Department's workload, staffing levels and other job-related factors when deciding whether to grant the request.

### **Section 3. Personal Holiday**

Bargaining unit employees shall be granted one (1) personal holiday equivalent to a normal work shift each year. Employees may not divide the personal holiday. Each personal holiday shall be used by the second Friday of each December.

### **Section 4. Sick Leave Eligibility**

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

### **Section 5. Accrual of Sick Leave**

Each bargaining unit employee accrues sick leave for each hour actually worked excluding overtime and for each hour paid at 0.0385 per hour worked.

### **Section 6. Requesting Sick Leave**

Employees who are unable to report to work due to illness or injury are required to speak to their supervisor at least 30 minutes before the scheduled start of the shift, unless otherwise specified by the Division Director, Department Director/Elected Official. If an employee has a planned doctor's appointment, the employee shall request the time off at least two days prior to the appointment. If an employee is absent from work for three or more consecutive days due to illness or injury, a physician's statement may be required to verify the illness or injury, estimate its duration or certify that the employee may safely return to work. Employees may use sick leave only for the reasons set forth in the applicable section of this handbook. Use of sick leave for other reasons is not permitted. In the event the County has reason to believe that an employee is using sick leave for other reasons, the employee may be required to provide a statement from a physician for each day sick leave is claimed. Abuse of sick leave may be grounds for disciplinary action, up to and including termination.

### **Section 7. 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.

### **Section 8. Bereavement Leave**

Each bargaining unit employee shall be eligible to use up to three (3) days of bereavement leave with pay 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, step-parent, step-child, step-sibling, foster child, father-in-law, mother-in-law, son- and daughter-in-law, and brother and sister-in-law, domestic partner, domestic partner's child and domestic partner's parent.

### **Section 9. Military Leave**

Each bargaining unit employee who is a member or reserve member of the U.S. Armed Forces or a state militia group may obtain military leave with pay when ordered to duty with the armed forces. An employee shall provide the County with the orders. The duration of the paid leave is limited to that required by federal law, but the County Manager may approve additional leave. If the period of duty exceeds that required by federal law, the employee may use accrued annual leave, accrued compensation time, the employee's personal leave day or leave without pay for the duration of the employee's duty period. Upon return from military leave, an eligible employee is entitled to rights under the federal Uniformed Services Employment and Reemployment Rights Act of 1994.

### **Section 10. Court Duty**

Each bargaining unit employee may take court leave with pay when required to serve as a juror or as a witness in any state or federal court at a time when the employee would normally be working, except in a matter unrelated to the performance of the employee's duties in which the employee is a litigant. An employee may not take court leave to litigate or testify against the County. If excused from duty by the court when work hours remain in the employee's work day, the employee shall return to work. If an employee elects to receive compensation for jury service from a court together with their ordinary pay, any compensation paid by the court to the employee less any mileage paid to them must be paid to the County. Employees shall be entitled to administrative leave when appearing during regularly scheduled work hours in obedience to a subpoena as a witness before a grand jury or court or before a federal or state agency except when litigating or testifying against the County. Fees received as a witness, excluding reimbursement for travel, shall be paid to the County.

### **Section 11. Family and Medical Leave**

The Federal Family Medical Leave Act (FMLA) provides for a leave of absence for a serious health condition, to fulfill family obligations relating directly to childbirth, adoption, or placement of a foster child, or to care for a child, spouse, or parent with a serious health condition, or "any qualifying exigency (as the Secretary [of Labor] shall, by regulation, determine) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation." It also is to permit a spouse, son, daughter, parent, or next of kin to take up to twenty-six (26) workweeks to care for a "member of the Armed Forces including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness."



An employee must request Family and Medical Leave on a form provided by the Human Resources Division. Each eligible employee is entitled to take up to twelve (12) weeks unless otherwise stated, of Family and Medical Leave during a twelve month period. Eligibility is determined by reference to Federal law. If an employee has questions concerning eligibility, he or she should consult the Human Resources Division. Employees requesting family leave are required to provide a statement from a health care provider, on a designated Human Resources form, concerning the need for such leave.

Family and medical leave is unpaid leave, except employees are required to use accrued annual leave, sick leave, personal holiday, and compensatory time. Family Medical Leave is concurrent with all other leave. During Family Medical Leave, the County will continue to pay its portion of the cost of any medical benefits that the employee had at the time the leave began. The employee shall pay to the County or appropriate company the portion of the premium the employee would have had to pay had he or she been working. Intermittent leave shall be granted in accordance with the FMLA.

Employees are prohibited from engaging in any employment elsewhere while on Family Medical Leave with Santa Fe County.

#### **ARTICLE 17. 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. Licensed Practical Nurses, Registered Nurses, and Nurse Practitioners will be provided a \$75 allowance for the purchase of shoes the first full pay period in January 2015.

#### **ARTICLE 18. SPECIAL LICENSE AND CERTIFICATION**

- A. 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.
- B. Bargaining unit employees who are required to maintain a license or certification to perform their job pursuant to the job description or by state or federal standards as determined by the County may be eligible for reimbursement for continuing education courses approved by the County for up to \$200.00 to be paid by June of 2015 for courses taken July 2014 through June 2015 and \$200.00 to be paid by June 2016 for courses taken July 2015 through June 2016.

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

**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.

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

### **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 suspected employee's supervisor must be notified. The supervisor or designee shall notify the Risk Manager and the Human Resources Director. A trained supervisor, County Risk Management personnel or Human Resources personnel shall then directly observe the employee's behavior and document any irregularities. If a test is ordered, the observer must document the specific indicators observed within forty-eight (48) hours and submit to the HR Director.

**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 discloses that the

employee was impaired by alcohol or drugs at the time of the test, the employee may be placed on unpaid leave until a decision on continued employment is made by the Department Director and Human Resources Director.

**VEHICLE ACCIDENTS** If a County employee is involved in a motor vehicle accident while driving a County vehicle or while performing official duties in a private vehicle, the employee shall contact law enforcement immediately. The employee shall also request that the parties and properties involved remain at the scene of the accident until a law enforcement officer has released them. The employee's supervisor and Risk Management must be notified of the accident immediately. The employee shall refrain from making statements regarding the accident to anyone other than the investigating officer(s), County Attorneys, County Risk Manager, or representative of his or her own insurance company, if the employee's privately owned vehicle is involved. Drivers involved in the following types of accidents shall be immediately tested for use of drugs or alcohol:

- A. Where an individual dies;
- B. Where an individual suffers bodily injury and receives medical treatment at or away from the scene of the accident;
- C. Where a citation is issued;
- D. Where one or more vehicles incur substantial property damage; or
- E. Where the Risk Manager or HR Director deems appropriate

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

**LOSS OF DRIVING PRIVILEGES** If the results of a drug or alcohol test is positive, indicates that the employee was impaired, or that the employee was under the influence while at work, the employee shall not be permitted to operate any County vehicle (or operate any personal vehicle on County business), for a period of three (3) years, subject only to the exception below. If the loss of driving privileges makes the employee unable to perform his or her job, the employee may be terminated.

**RESTORATION OF DRIVING PRIVILEGES** An employee may be authorized to operate vehicles at the expiration of a one-year period from the date of a positive test if the employee: (1) has not been convicted of any traffic violation since the date of the positive test; (2) has a valid driver's license; (3) has performed satisfactorily in his or her position; (4) has completed a drug/alcohol use assessment by an agency of the County's choice; (5) has followed each recommendation made as a result of the drug use assessment; and (6) otherwise satisfies the County of the employee's sobriety and responsibility.



The decision whether to permit the restoration of driving privileges is discretionary on the part of the County and shall not be grievable.

**RANDOM TESTING** If an employee has had a positive drug test and has not been terminated, the employee will be subject to random testing for a subsequent period of two (2) years from the date of the positive test in addition to times when in a safety sensitive position which requires random testing.

**DRUG AND ALCOHOL RELATED CONVICTIONS** Any employee who is convicted of a drug or alcohol related criminal offense may be subject to severe disciplinary action up to and including termination. If not terminated, the employee may be required to undergo periodic random drug or alcohol testing, may be required to complete a course of alcohol or drug abuse treatment, or may be required to complete drug and alcohol abuse counseling through the Employee Assistance Program. Employees convicted of the unlawful sale or distribution of drugs in the workplace or while working will be immediately terminated under the federal Drug-Free Workplace Act. Any employee must notify the Santa Fe County Risk Manager of a criminal conviction for drug related activity occurring in the workplace within five (5) days of the conviction. Any employee who is convicted of an alcohol-related driving offense shall notify his or her supervisor of the conviction within five (5) days of the date of conviction. Failure to report such convictions may be grounds for discipline, up to and including termination.

**SELF-IDENTIFICATION BY EMPLOYEE** Any employee who suffers from drug or alcohol dependency should immediately seek the assistance of the Employee Assistance Program or the appropriate resources within the community. The employee may also wish to discuss the matter in confidence with his or her supervisor or the Human Resources Director. Each employee who suffers from drug or alcohol dependency is urged to seek help before being the subject of disciplinary action. An employee who requests referral to a drug or alcohol rehabilitation program prior to being randomly selected for drug or alcohol testing shall be referred to such a program without reprisal or disciplinary action, provided that the self-identification is not made to avoid disciplinary action. The employee shall be randomly tested during the rehabilitation period. A positive test shall be grounds for dismissal.

**MOTOR VEHICLE OPERATION AND EMPLOYEE DUI'S** Employees who have been charged with a DWI or DUI and who are required to drive to perform their job will be terminated if their driving privileges are suspended or revoked and if no accommodations for other duties can be made.

**PERSONS CONVICTED OF DUI MAY NOT DRIVE** If an employee is convicted of a DUI, the employee may be placed on unpaid leave until a decision on continued employment is made by the Department Director and Human Resources Director. It is the policy of Santa Fe County that any employee who is convicted of driving under the influence of an intoxicant such as alcohol or drugs shall not be permitted to operate any County vehicle (or operate any personal vehicle on County business), for a period of three (3) years, subject only to the exception set forth in this article. If the loss of driving privileges makes the employee unable to perform his or her job, the employee may be terminated.

**REQUIRED REPORTING** If an employee's driving privileges are suspended or revoked, or if the employee is required to use an interlock device, the employee shall be prohibited from driving any

County vehicle and shall immediately notify his or her supervisor. Any employee who fails to report a suspension, revocation, or mandatory usage of an interlock device may be subject to disciplinary action, up to and including termination. The County will not approve installation of an interlock device in any County vehicle.

**DEFINITION** For purposes of this policy, the word "conviction" includes a guilty plea, a no-contest plea, or an Alford plea.

## **ARTICLE 20. OVERTIME, COMPENSATORY TIME AND INCENTIVE PAY**

- 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. The reverse seniority process will rotate to ensure equity for mandatory overtime. 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 all bargaining unit employees, 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 24 will be counted as hours worked for overtime calculation purposes.
- C. A bargaining unit employee's designated workweek shall not be changed to avoid the payment of overtime. Schedules, shifts or days off will not be changed solely to avoid the payment of overtime except in mitigating circumstances (i.e. training, emergencies, length of time on duty, etc.)
- D. A bargaining unit employee who terminates his/her employment shall be paid for any unused compensatory time.

## **ARTICLE 21. ON-CALL TIME**

### **Section 1. On-Call Pay**

- A. On-call pay is compensation for certain employees who are specifically designated and required by their Department Director, Elected Official or designee to be available and ready to report for duty or to respond to a work related call during their time off for a minimum of twenty-four (24) consecutive hours to perform emergency or needed duties occurring outside of standard working hours.
- B. On-call compensation will be one (1) hour of compensatory time for each twenty-four (24) hours on-call. Employees will be considered on duty for the County from the time they leave home or when they receive a call until the work is complete. This time is considered actual worked time.
- C. An employee who is on-call is not required to remain at any particular location, and is free to engage in his or her own chosen activities so long as the following criteria are met:

1. The employee on-call shall ensure the pager, cell phone or other means of communication between the County and the employee is working properly
  2. Must call back within ten (10) minutes of receiving a call, and report to work in thirty (30) minutes if needed.
  3. Arrive in "fit" condition.
- D. On-call pay cannot be paid when an employee is on any type of leave.
- E. Each job classification that is FLSA exempt will not be eligible to receive on-call pay unless otherwise approved in advance by the Department Director or Elected Official and the Human Resources Director.
- F. Employees shall be considered to be on-call only when designated in writing and in advance by the employee's Department Director, Elected Official or designee.

## **ARTICLE 22. WAGES**

### **Section 1. Cost of Living Adjustment**

- A. Registered Nurses, Licensed Practical Nurses, Dental Assistants and Pharmacy Technicians in the bargaining unit shall receive a 1% cost of living adjustment effective the first full pay in January 2017.

## **ARTICLE 23. SHIFT DIFFERENTIAL**

- A. Licensed Practical Nurses and Registered Nurses whose normal schedule is the graveyard shift (6p.m.-6a.m., 7p.m.-7a.m., or 8p.m.-8a.m.) will receive shift differential pay of 2% of their hourly rate for hours worked.

## **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
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	

And other days officially designated by the County Commissioner 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. BENEFITS**

- 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):

	<b>County's Contribution</b>	<b>Union Employee's Contribution</b>
Union Employees who earn \$30,000 annually or less	80%	20%
Union Employees who earn \$30,001 to \$50,000 annually	75%	25%
Union Employees who earn more than \$50,000 annually	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 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. All items in this financial package are contingent upon sufficient budget appropriations.

#### **ARTICLE 27. TERM OF AGREEMENT**

This Agreement will become effective upon ratification by the Union, approval by the Board of County Commissioners and upon signature by both parties, and shall remain in effect until December 31, 2020. Article 22, Wages may be opened no earlier than May 1, 2017 and no later than June 1, 2017. Each party has the right to open one (1) non-economic article, which may be opened for negotiation no earlier than July 2018.

All items in this financial package are contingent upon sufficient budget appropriation.

IN WITNESS WHEREOF, the parties have executed this Agreement this 13<sup>th</sup> day of December, 2016.

**SANTA FE COUNTY**

Miguel M. Chavez  
Miguel M. Chavez, Chairperson  
Santa Fe Board of County Commissioners

**AFSCME COUNCIL 18 (REFERRING TO THE BARGAINING UNIT AS LOCAL 1413-M)  
SANTA FE COUNTY, NEW MEXICO**

Daniel Solis  
Daniel Solis, President AFSCME Local #1413-M

Peter Roybal  
Peter Roybal, Vice-President AFSCME Local #1413-M

Sam Chavez  
Sam Chavez, AFSCME Council 18, Representative

**ATTEST:**

Geraldine Salazar  
Geraldine Salazar  
Santa Fe County Clerk



**APPROVED AS TO FORM:**

Gregory F. Shaffer  
Gregory F. Shaffer  
Santa Fe County Attorney

12-13-16  
Date

