



Agreement Between Santa Fe County  
and the  
Santa Fe County Firefighters Association  
Local 4366  
International Association of Firefighters  
July 30, 2019-June 30, 2021

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## **ARTICLE 1        AGREEMENT AND RECOGNITION**

- A. The parties to this Agreement are Santa Fe County ("Employer" or "County") and the Santa Fe County Firefighters Association, Local 4366, International Association of Firefighters ("Union").
- B. The purpose of this Agreement is to maintain harmonious relations between the Employer and the Union, to provide terms and conditions of employment for employees covered hereunder and to provide a means of amicable and equitable resolution of any and all differences or grievances which may arise under the provisions of this Agreement, all of which the parties hereto believe and affirm will assure the welfare and benefit of the people of Santa Fe County.
- C. The Employer recognizes the Union as the sole and exclusive representative in all matters establishing and pertaining to wages, hours, and other terms and conditions of employment for all employees in the bargaining unit. Classified non-probationary positions covered are Firefighters/EMT Basic, EMT Intermediate, Paramedics, Lieutenants, Shift Training Captains, Fire Protection Specialists I and II, and, if and when the Public Employee Labor Relations Board issues an amended certification that includes it, Engineers. Any positions that are identified through this Agreement or through MOUs shall be added by reference to this Article (Agreement and Recognition) and the Public Employee Bargaining Act.
- D. The County and Union shall cooperate in the filing of an accretion petition with the Public Employee Labor Relations Board to accrete the Engineer positions to the bargaining unit. This Agreement shall not apply to Engineers, and those provisions of this Agreement specific to Engineers shall not be effective, unless and until the Public Employee Labor Relations Board issues the amended certification.

## **ARTICLE 2        UNION RIGHTS**

- A. The parties agree that the Union has the right and duty, without interference, restraint, or coercion, to represent the interest of employees in the bargaining unit, regardless of membership, so long as that representation does not interfere with the operation of the department. In exercising that right, the following provisions shall apply:
  - 1. The Union shall not use the County's or department's interoffice mailbox services or e-mail for the dissemination of Union literature or correspondence.
  - 2. The Union shall not use County equipment, property, or other resources including time or materials for Union business.
  - 3. The County shall make available to the Union upon its request any public information in accordance with applicable law.
  - 4. The parties agree that the Union has the right to represent employees during the formal disciplinary process and at meetings the employee reasonably believes could result in disciplinary action so long as that representation does not



- interfere with the operations of the County.
5. The Union may request to utilize County facilities to conduct Union meetings in accordance with County policy.
  6. The Union and its members who are on duty may engage in personal communication in accordance with County policy after all duties have been completed and bargaining unit employees must remain subject to responding to calls for service. The union and its members agree that emergency response is the number one priority of the SFCFD, and shall not cause any interference or delay in the delivery of services.
- B. Employees have the right to form, join, or assist the Union. Employees also have the right not to form, join, or assist the Union. Membership or non-membership in the Union is strictly voluntary and may be terminated by the employee at any time. The parties recognize that the exercise of these rights shall not interfere with the delivery of services.
- C. The Union shall inform the employer, in writing, by January 1 of each year, of the names of its officers designated to represent the Union or at any time of a change in officers. Only persons so designated will be accepted by the employer as representatives of the Union.
- D. The County and the Union shall be afforded applicable rights guaranteed by the U.S. Constitution, NM Constitution, the New Mexico Public Employees Bargaining Act and this Agreement. Bargaining unit employees shall be entitled to all the rights and benefits specifically delineated in this Agreement.

### **ARTICLE 3            GRIEVANCEPROCEDURE**

- A. The purpose of this procedure is to secure at the lowest possible level, mutually satisfactory resolutions to grievances, which may arise during the term of this Agreement and are subject to resolution under this Agreement.
- B. A "grievance" is defined as a charge by either party to this Agreement that the other has violated one or more expressed provisions of this Agreement.
- C. A "grievant" is defined as the person or entity claiming a violation has occurred and may be a bargaining unit employee, a group of bargaining unit employees, the Union or the County.
- D. As used in this Article, "days" shall mean workdays (Monday through Friday) and shall not include holidays or time when the County Administrative Offices are closed.
- E. A written grievance must contain a statement of the grievance, the name of the employee(s), the supervisor/administrator alleged to have committed the violation, the circumstances and facts upon which it is based, the date of the alleged violation, the specific section of this Agreement allegedly violated, and the specific remedy being sought. Statements such as "to be made whole" shall not constitute sufficient notice of the remedy being sought by the grievant.
- F. Grievances on behalf of the County shall be initiated by serving the grievance on the

Union President or designee.

- G. Failure to serve a grievance within ten (10) days following the discovery of the act, or the condition which gave rise to the grievance will constitute forfeiture of the right to grieve. Furthermore, any grievance determination not appealed to the succeeding level within the time limits expressed herein shall be considered as closed. Deficiencies in the content of the grievance shall constitute abandonment of the grievance.
- H. When the parties, in writing, mutually agree, the time limits expressed herein may be extended. A grievance may be withdrawn at any step of this procedure by the grievant.
- I. Should either party fail to respond to a grievance within the time limits expressed herein,

the Union/grievant may appeal to the next level of the grievance procedure within the time limits set forth as if the County had timely responded.

- J. Nothing herein contained shall be considered as limiting the rights of an employee to discuss or process his/her grievance as an individual. An employee or the County may be represented by a union representative and/or an attorney at any step of the grievance or arbitration procedure.
- K. Grievances shall be presented as outlined below:

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

Step One -A bargaining unit employee who believes that he/she may have a grievance, shall serve a written grievance with the employee's immediate supervisor next in the chain of command and not a participant in the alleged contract violation. The recipient of the grievance shall schedule a meeting, during which the parties will attempt to resolve the grievance. The meeting shall be held within five (5) days of service of the grievance. If the matter is not resolved to the satisfaction of the employee within ten (10) days of serving of the grievance, the employee may serve a written grievance at Step Two.

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

Step Three-

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

L. Grievance Process for the County

Step One- The County shall serve a written grievance on the Union President requesting a meeting. If the matter is not resolved to the satisfaction of the county within ten (10) days of the serving of the grievance, the County may proceed to Step Two.

Step Two- If resolution is not reached the County may serve a written request for arbitration on the Union President.

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

**ARTICLE 4            ARBITRATION**

A. This procedure shall be the sole and exclusive method for resolving any and all claims arising from the suspension, demotion, or discharge of an employee or the alleged violation of this Agreement when such claims are not resolved through the grievance process. This article does not preclude an employee from filing a complaint with the Equal Employment Opportunity Commission (EEOC) on matters within the EEOC's jurisdiction.

1. Prior to a request for binding arbitration the procedure for the settlement of the grievance or disciplinary appeal process must have been exhausted.
2. If the aggrieved party is the Union, employee or past employee, they must serve a request for arbitration on the Human Resources Director (or if the County is seeking arbitration, with the employee or Union), within ten (10) days from completion of the final grievance step or completion of the disciplinary process, along with Federal Mediation and Conciliation (FMCS) arbitration form R-43 and

a check for half of the fee to obtain a list of seven arbitrators. The union or employee shall only complete Section 2 of the form, the agreed upon special requirements, and the signature block at the special requirements section of the form and Section 9 or similar sections of the form if the form is revised prior to submitting the form to the County. If the aggrieved party is the County, the County will complete the form exclusive of Section 2, including the agreed upon special requirements, and a check for half of the fee to obtain a list of seven arbitrators and shall serve the form and a request for arbitration on the Union President. Failure to include the signed form completed as instructed above and/or failure to include a check is a waiver of the right to arbitration. The parties agree to the following special requirements for an arbitrator: Select panel from Nationwide; Organization or Certifications - Attorney; and Issue Specialization - Labor and employment.

3. Within ten (10) days from receipt of the request for arbitration, the County if the recipient, or the Union if the recipient, will submit the form seeking a list of seven arbitrators to FMCS and a copy to the other party; provided, however, that, during this ten (10) day period or such extended period as to which the parties may mutually agree, the parties may mutually agree upon an arbitrator, in which case the aggrieved party's portion of the fee shall be returned to it. Failure to timely submit the form shall entitle the party seeking arbitration to submit a form seeking a list to the FMCS.

4. For the purpose of this Article, days mean workdays to include Monday through Friday and not to include holidays or time when the County Administrative Offices are closed. The parties will make an effort to hand-deliver any documentation or correspondence related to the arbitration process, which will be considered served immediately upon delivery. In cases where hand delivery is not practical, such materials will be mailed certified, return receipt requested and will be emailed to the Human Resources Director or to the bargaining unit employee if the County has a personal email address, with a copy emailed to the Union President, and will be considered served effective when the document or correspondence is delivered to the United States Postal Service for delivery.

B. The County and the Union shall select an arbitrator in the following manner:

1. Each party will strike one (1) name alternately until a single name remains and he or she shall be the Arbitrator. The party initiating arbitration shall strike the first name from the FMCS list of arbitrators.
2. If necessary, the County shall write to the arbitrator to advise that they have been selected to conduct the arbitration, providing the arbitrator with a copy of this article governing arbitration and contact information for both parties. A copy of the written communication

shall be simultaneously served on the employee and Union President.

3. The arbitrator shall not begin work on the arbitration until the arbitrator has received a purchase order from Santa Fe County or is under contract with Santa Fe County.
- C. An arbitrator may conduct pre-hearing conferences telephonically with the parties, to include motions for discovery, scheduling of exchange of exhibits and a list of witnesses with a summary of the anticipated testimony, and other pre-hearing items. The arbitration will be held in Santa Fe County. The arbitration shall be held within sixty (60) days of notification of selection of the arbitrator, absent agreement in writing signed by the parties extending that deadline.
  - D. The Arbitrator shall decide issues of arbitrability prior to hearing the merits of the case. If the Arbitrator determines the case is arbitrable, then the Arbitrator shall consider the facts of the grievance in arbitration and following the hearing shall prepare and submit to the parties, in writing, a report and decision within thirty (30) calendar days after the conclusion of the hearing or submission of briefs, whichever is later. Arbitration shall be conducted according to the rules established by the FMCS.
  - E. The grievant, e.g. the party alleging the violation of this Agreement, shall have the burden of proof in grievances. The County shall have the burden of proof in disciplinary actions. The party with the burden of proof shall present its case first. The standard of proof shall be preponderance of the evidence. At the hearing, the parties may offer evidence that is relevant to any issue being considered by the arbitrator. The arbitrator shall be the judge of the relevancy of the evidence offered. Legal rules of evidence shall not strictly apply.
  - F. The County shall pay the first two thousand dollars (\$2,000) of the cost of services of the Arbitrator. Any costs above \$2,000 shall be shared equally by the parties. Each party will be responsible for compensating its own witnesses and representatives. The arbitrator may require the parties to place in the arbitrator's trust account the following amounts to be applied to the arbitrator's fees, expenses, and costs: four thousand dollars (\$4,000) from the County and two thousand dollars (\$2,000) from the union. If the fees, expenses, and costs exceed the amount in the arbitrator's trust account, the parties will share the additional fees, expenses, and costs equally. If the fees, expenses, and costs are less than the amount in the arbitrator's trust account, the unused escrow funds shall be divided between the parties in accordance with their respective obligations hereunder.
  - F. 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.

- G. 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.
- H. The Arbitration Award shall be considered an award issued under the provisions of the State's Uniform Arbitration Act.
- I. The hearing on the merits shall be tape recorded. Either party may arrange for the hearing on the merits to be recorded by stenographic means. The cost of creating a transcript shall be borne by the party requesting the transcription/stenographer.

#### **ARTICLE 5 DISCIPLINARY ACTION**

- A. Disciplinary actions will be based on just cause. Disciplinary actions shall be consistent with governing laws and regulations and shall be taken without regard to race, age, religion, color, national origin, sex, sexual orientation, physical or mental disability, serious medical condition, or union membership or non-membership. No employee shall be disciplined for refusing to perform an unlawful act. Disciplinary actions shall be processed in a confidential manner.
- B. The primary purpose of disciplinary action is to train or correct performance or behavior that is below standards, or that is contrary to the Employer's interests, and to address violations of this contract or violations of County policies and procedures. Any supervisor may take disciplinary action against an employee pursuant to the supervisor's authority and consistent with the Agreement, the HR Handbook and the Fire Department's Standard's Manual.
- C. The County subscribes to progressive discipline, beginning with the least severe action necessary to correct the undesirable situation, and increasing in severity if the condition is not corrected. However, instances might occur when a disciplinary action, including dismissal, is appropriate without first having imposed a less severe form of discipline. The circumstances surrounding an offense, such as the severity of the misconduct, the number of times it has occurred, and any previous counseling, and the employee's disciplinary history, will inform the level 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.

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

1. **ORAL REPRIMAND:** Used to correct minor infractions or performance deficiencies as identified by the employee's supervisor or higher ranking officer. An oral reprimand will be documented in writing and a copy given to the employee. An oral reprimand shall not be placed in the employee's official Human Resources File.
2. **WRITTEN REPRIMAND:** Used to correct infractions or performance deficiencies as identified by the employee's supervisor or higher ranking officer. A written reprimand will be documented in writing in the employee's official Human Resources file and a copy given to the employee. A written reprimand is a permanent part of the HR file, but cannot be used as part of the progressive disciplinary process after twenty-four (24) months, provided no other disciplinary action has been commenced against the employee either related or unrelated during the twenty-four (24) month period.
3. **SUSPENSION WITHOUT PAY:** Suspensions shall not exceed thirty (30) working days. A suspension will be documented in writing in the employee's official HR file and a copy given to the employee. A suspension without pay is a permanent part of the official HR file, but cannot be used as part of the progressive disciplinary process after five (5) years, so long as (i) no other disciplinary action has been commenced against the employee during the five (5) year period other than oral reprimands and (ii) the suspension is not relevant to the later disciplinary action.
4. **DEMOTION:** A demotion will be documented in writing in the employee's official HR file and a copy given to the employee.
5. **DISMISSAL:** A dismissal will be documented in writing in the employee's official HR file and a copy given to the employee.

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

E. For the purpose of this Article, days mean workdays to include Monday through Friday and not to include holidays or time when the County Administrative Offices are closed. The parties will make an effort to hand-deliver any documentation or correspondence related to the disciplinary process including but not limited to disciplinary action forms, memos, documents, and correspondence, which will be considered served immediately upon delivery. In cases where hand delivery is not practical, such materials will be mailed, certified, return receipt requested and will be emailed to the

Human Resources Director or the bargaining unit employee if the County has a personal email address, with a copy emailed to the Union President, and will be considered served effective when the document or correspondence is delivered to the United States Postal Service for delivery.

- F. The County may initiate an investigation of an employee. Investigations shall be conducted in accordance with applicable state laws. Investigations shall be initiated within ten (10) business days of the discovery of the alleged or possible infraction. The employee will be notified in writing if an investigation is to be conducted; exceptions shall be made if an employee's safety or the integrity of the investigation could be compromised. Once an employee has been notified that an investigation is being conducted and if the employee is placed on administrative leave, their salary will be reclassified to a forty (40) hour work week at the current annualized salary. An employee may be placed on leave with pay during an investigation. During the time an employee is on paid administrative leave, they are required to return phone calls to the County within thirty (30) minutes and be available to report, in fit condition, within one and one-half (1.5) hours of being called by the County, to the worksite or other work related locations during the business hours of 8:00 am until 5:00 pm Monday through Friday with the exception of pre-approved leave in accordance with County policies. The Human Resources Director or designee can authorize an additional thirty (30) minutes to report to the worksite or other work related locations at his or her discretion. Administrative leave will be reevaluated by the County biweekly. The employee has the right to have a Union representative of his or her choice during the meetings. 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. An effort will be made to complete the investigation in an expeditious manner and preferably within forty- five (45) calendar days. An employee will be notified in writing of the conclusion of the investigation.
- G. To initiate the suspension, demotion, or dismissal of a bargaining unit employee, the employee's supervisor will serve a Notice of Proposed Disciplinary Action (NPDA) signed by the Fire Chief to the employee within fifteen (15) working days of becoming aware of the incident that describes the basis for the proposed action, or within fifteen (15) working days of completion of an investigation. A copy of the NPDA shall be submitted simultaneously to the Human Resources Director. The NPDA will describe the conduct, actions, or omissions that form the basis for the proposed disciplinary action, ~~and~~ give a general explanation of what evidence the County has, and set forth the date and time of the pre-disciplinary hearing.
- H. A pre-disciplinary hearing will be held within five (5) days of service of the NPDA. The purpose of the pre-disciplinary hearing is to provide the employee an opportunity to respond to the charges and is not an evidentiary hearing but an opportunity for the employee to present his or her side of the situation. It is a check against mistaken decisions and an opportunity to determine whether there are reasonable grounds to believe that the charges against the employee are true and support the proposed action. The employee has the right to have a Union representative of his or



her choice during the hearing. The pre-disciplinary hearing shall be recorded by use of an electronic recorder. The employee's immediate supervisor, Fire Chief or designee, and the Human Resources Director or designee shall be present at the pre-disciplinary hearing. Within five (5) days following the pre-disciplinary hearing, the Human Resources Director or designee will serve a decision. The decision shall specify whether the proposed disciplinary action will be upheld, reduced or eliminated. The decision shall describe the conduct, actions, or omissions that form the basis for the disciplinary action and shall specify when the disciplinary action will be effective.

- I. If the bargaining unit employee or past employee wishes to appeal the disciplinary outcome of suspension, demotion or termination, he or she shall serve the Human Resources Director with a written appeal to the County Manager within five (5) working days from the date he or she was served with the Human Resources Director's decision. The County Manager will review all pertinent information and will either confirm, modify, or reject the disciplinary action. The County Manager may request additional information or documentation before rendering a decision. The County Manager will render a decision within ten (10) working days from the date of receipt of the appeal. The decision shall be served on the employee.
- J. Copies of any documented disciplinary action other than an oral reprimand shall be furnished to the Human Resources Division for placement in the employee's file with the signature of the employee acknowledging receipt of the action, or a notation that the employee refused to sign the document or was unavailable to sign. All applicable disciplinary actions shall remain in the employee's official Human Resources file and shall not be removed except by order of a Court of competent jurisdiction or an Arbitrator, pursuant to the arbitration procedure contained in this Agreement.
- K. Cause for disciplinary actions include, but is not limited to the following:
  - 1. Unsatisfactory work performance.
  - 2. Misconduct on the job; conduct or language toward the public or toward employees which discredits the public service.
  - 3. Negligence in the performance of duty, including negligence in the operation of County vehicles or equipment or failure to adhere to established safety rules and procedures.
  - 4. Incompetence or inefficiency; failure to perform job duties adequately.
  - 5. Insubordination; failure to comply with the lawful orders of a supervisor, including refusal to work overtime.
  - 6. Unauthorized absence from work, including tardiness.
  - 7. Consumption, possession, or distribution of alcohol or drugs on the job, or reporting to work under the influence of alcohol or drugs or testing positive for any drug that is illegal under state or federal law or that has been used inconsistent with a valid prescription.
  - 8. Acceptance of money, gifts, privileges or other valuable consideration which was given with the expectation of influencing the employee in the performance of his/her duties.

9. Use of official position or authority for personal profit or advantage.
10. Misuse, theft, or destruction of County property.
11. Unauthorized disclosure of confidential information from County records or documents, as set forth by applicable state laws; falsification, destruction, or unauthorized use of County records, reports, or other data belonging to the County including County employment application, or any other document used in the employment process.
12. Unauthorized or fraudulent manipulation of time records or other County records.
13. For causes as defined in the Criminal Offender Employment Act, NMSA 1978, §28-2-1, et seq.
14. Violation of County or departmental rules or policies or a professional code of ethics accepted by those in the same profession as the employee; conduct unbecoming of a firefighter.
15. Non-cooperation by an employee with fellow employees or other personal conduct which substantially interferes with the performance of his or another employee's work; failure to cooperate in an investigation.
16. Misuse of sick leave; the claim of sickness under false or misleading pretenses.
17. Distribution of literature, vending, soliciting, or collecting contributions on County time and in public areas or cooperation with parties doing such without prior authorization of the County Manager.
18. Violation of any federal or state law pertaining to employment, including all civil rights statutes.
19. Failure to adhere to the established work schedule; failure to obtain authorization for overtime prior to overtime worked.
20. Failure to meet or maintain established job qualifications, as set forth in the job description, including maintaining a valid driver's license.
21. Other acts or omissions that adversely affect the welfare of citizens, other employees, or the effective operation of the County.
22. Unauthorized possession of a weapon on the job site.
23. Fighting, hazing, teasing and/or disruptive behavior in the workplace.
24. Off-duty conduct may be subject to discipline and may include conduct that damages the County's reputation and is sufficiently public in nature, renders the employee unable to do his/her job effectively, makes co-workers unwilling or unable to work with employees, or is a serious breach of Criminal Code.
25. Hazing and teasing can lead to health and safety issues and therefore will not be tolerated and may lead to disciplinary action up to and including termination.

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

## **ARTICLE 6           LABOR MANAGEMENT COMMITTEE**

- A. The purpose of the Labor Management Committee (LMC) is not to alter this agreement but to discuss issues of mutual concern that arise during the period of this agreement. The LMC shall discuss and attempt to develop solutions of labor

management issues presented by either party to this agreement. The Labor Management Committee will consist of three (3) representatives appointed by the Union and three (3) representatives appointed by the County, two of which shall be representatives from Fire Department management and one (1) from the Human Resources Division. A quorum for a meeting will be two (2) representatives from each side. Appointees will serve for a one-year term commencing January 1st and may serve an unlimited number of terms.

- B. The LMC will meet once every three (3) months, during the first week of the quarter, unless a meeting is unnecessary. Either party may request additional meetings. The County appointees will draft the agenda for the first and third quarter, while the Union appointees will draft the agenda for the second and fourth quarter. The agenda will be provided to all the appointees at least ten (10) business days in advance of the meeting. Either party may add additional items to an agenda, provided such additions are made no later than five (5) business days before the meeting.
- C. The three (3) bargaining unit representatives will be paid at straight time for up to two (2) hours for each quarterly meeting.

## **ARTICLE 7                    HEALTH AND SAFETY**

- A. Safety is an integral part of the responsibilities of every manager, supervisor, and employee. As such, it is the responsibility of all employees to report any unsafe conditions, equipment, or apparatus to their immediate supervisor and/or higher authority utilizing the chain of command.
- B. The County and employees recognize their obligation to comply with all applicable Federal and State laws and guidelines relating to the health and safety of the Fire Department. The employee realizes that when engaging in any and all activities, including emergencies, he/she shall exercise proper precautionary measures to avoid injury to self and others, and it shall be considered a disciplinary offense for any employee to disturb or in any way alter any other employee's personal safety equipment without prior knowledge and approval. This will exclude management's ability to inspect, repair or replace any equipment and/or PPE.
- C. The Union President may provide, in writing, a report and recommendation to the Fire Chief outlining concerns regarding personal protective equipment, firefighting equipment, fire department facilities, and /or fire apparatus. The Fire Chief or his or her designee shall respond in writing within ten (10) working days.
- D. The Union and Management recognize the firefighting profession requires each member to maintain a high degree of physical fitness for the safety of the individual and the citizens they serve and the benefit of a Wellness Fitness Initiative (WFI). The Fire Chief or designee will oversee the WFI. Health, wellness and safety issues may also be brought by the Union or the County to LMC meetings.
- E. The County will provide two (2) structural protective hoods for every bargaining unit



employee and replace on an as needed basis.

## **ARTICLE 8            MANAGEMENT RIGHTS**

- A. Unless specifically limited by the provisions of this Agreement, the Public Employee Bargaining Act (NMSA 1978, §10-7E-1, et. seq.), or other law, management shall retain all rights concerning the management and operation of the County and the Fire Department, including, but not limited to, the right to:
1. Direct and supervise all operations, functions, and work of employees;
  2. Determine work locations as well as the methods, process, and manner of performing any and all work;
  3. Hire, promote, assign, transfer, demote, suspend, layoff, discipline, discharge, or terminate employees and establish and revise standards for same, including, but not limited to, qualifications for employment and the nature and content of personnel examinations;
  4. Take actions as may be necessary to carry out the functions and mission of the County and Fire Department in emergencies;
  5. Determine the type of services to be provided to the citizens of Santa Fe County
    - a. as well as by whom and when such services will be provided and
    - b. the equipment to be used;
  6. Determine staffing requirements and create, abolish, reallocate, or eliminate work units or positions;
  7. Establish and revise schedules of work;
  8. Assign shifts, workdays, and hours of work; and
  9. Evaluate employee work and performance and recommend corrective action to address areas that could be improved.
- B. The County shall have the right to make such reasonable rules and regulations respecting the conduct of employees, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or efficient operations. The Union President will be notified of any proposed changes to rules, regulations, or policy prior to their implementation. The Union President may request a meeting of the Labor Management Committee to discuss such changes in accordance with Article 6, herein.
- C. Items not covered in this Agreement will be handled in accordance with the then current Human Resources Handbook or policies adopted by the Board of County Commissioners or County Manager. The Union will be advised of revisions to the HR Handbook addressing issues governed by PEBA prior to adoption. Any items not addressed by the collective bargaining agreement or the then current HR Handbook will be governed by the then current Santa Fe County Fire Department Standards Manual. If items are not covered in any of these documents, the item will be brought to the Labor Management Committee for discussion.

## **ARTICLE 9        DUES DEDUCTIONS**

- A. The County recognizes the right of the Union to charge a membership fee to members of the Union. The parties recognize that the employees may choose to join the union. It is also recognized that the employee may choose not to join the union. Membership or non-membership in the union is strictly voluntary.
- B. The County, upon receipt of a properly executed voluntary authorization form signed by a bargaining unit employee, will deduct from the employee's salary per pay period the number of dues certified in writing by the President of the Union. Such dues deductions shall be one (1) amount for all Union members and shall not include any penalties, assessments, or arrears payments.
- C. These dues shall be transmitted biweekly to the Union along with a list of the eligible employees in the bargaining unit for whom deductions were made bi-weekly.
- D. Employees who desire to have dues deducted or cancelled may do so by submitting appropriate written notice that is signed and dated to the Human Resources Department fourteen (14) business days prior to the beginning of the pay period for which the action is to be effective. The Union may change the amount of dues deductions once every year from the date of the last change by sending the request to the Human Resources Division.
- E. It is agreed that the County assumes no further responsibility in connection with this authorized deduction except to act as remitting agent in forwarding lists and deductions to the Union. The Union, its membership, and individual members of the bargaining unit agree to hold the County safe and harmless and pay for the defense related to any legal action concerning the deduction of the Union dues or failure to deduct Union dues.

## **ARTICLE 10       LEAVE OF ABSENCE**

- A. An employee may submit a request to be placed on leave without pay to the County Manager. Leave without pay shall only be authorized by the County Manager. During unpaid leave, an employee shall not accrue any benefits or leave. To the extent permissible by law, the County will not make any normal contributions to the employee's retirement, insurance, or benefit program during unpaid leave. Failure of an employee to report to work as required following the expiration of his/her approved leave without pay shall be considered a voluntary resignation.
- B. Family Medical Leave shall be granted in accordance with, and only to the extent required by, state and federal law.

## ARTICLE 11      PROMOTIONS

- A. The County will hold an annual promotional process for the positions of Lieutenant and Engineer.
- B. Reference Material: The County will post a list of references from which test questions will be derived in advance of written promotional exams. The County also agrees to provide and maintain a set of IFSTA manuals and an electronic set of NFPA standards at the Administration building. Employees shall submit a letter of interest in the upcoming promotional process. Upon submitting a letter, the employees shall be loaned the required reference materials no less than thirty-days prior to the promotional process.
- C. Promotional Opportunity Announcement: A job announcement prepared by the Human Resources Division shall be posted on the County website. The announcement will contain a description of the minimum qualifications. The announcement will remain posted for at least fourteen (14) calendar days.
- D. Promotional List: Each promotional list shall be ranked based on selection process results with the highest result listed first. Employees will be notified if they have been selected for the position of Lieutenant within fifteen (15) business days of the Chief's interview. Employees shall be provided a copy of their individual scoring results. The promotional list shall be effective for one year from the date of posting. Promotions during that year will be made based upon and in order of employee's ranking on the promotional list. Promotions may deviate from the ranking based on the employee's employment record, inclusive of corrective action, with written notification being given to the affected employee.
- E. Application Process:
  - 1. Following the closing date for acceptance of applications, all applications shall be reviewed by the Human Resources Division for verification that the applicant has met minimum qualifications.
  - 2. The Human Resources Division shall notify all applicants if they fail to meet the minimum qualifications.
  - 3. Minimum qualifications and requirements that apply to Engineers, Lieutenants, and Shift Training Captains:
    - i. IFSAC Firefighter II or equivalent;
    - ii. Completion of training provided by the department in Emergency Vehicles Operations, Coaching the Emergency Vehicle Operator, Incident Command, and Pump Operations or equivalent as determined by the Fire Chief;
    - iii. A skill test meant to evaluate the applicant's aptitude for job related tasks; and
    - iv. ICS 100, 200, 700, 800.

4. Additional minimum qualifications for Engineer:
  - i. Minimum three (3) years of continuous service with Santa Fe County Fire Department in a paid firefighting position;
  - ii. IFSAC Driver/Operator Certification; and
  - iii. IFSAC Pump Operations & Hydraulics Certification.
5. Additional minimum requirements for Lieutenant:
  - i. Minimum five (5) years of continuous service with Santa Fe County Fire Department in a paid firefighting position;
  - ii. IFSAC Fire Instructor I; and
  - iii. IFSAC Fire Officer I.
6. Additional minimum requirements for Shift Training Captain:
  - i. Minimum seven (7) years of continuous service with Santa Fe County Fire Department in a paid firefighting position;
  - ii. Must hold the current rank of Lieutenant or be on the current Lieutenant promotional list; -
  - iii. IFSAC Fire Instructor I & II; and
  - iv. IFSAC Officer I.

F. Testing Process for Engineer, Lieutenant, and Shift Training Captain: A written test may be administered and may include multiple choice questions, essays, or other material. Written promotional tests will be created by a mutually agreed upon third party testing administrator and shall include fire-based knowledge questions as well as questions in other areas as determined by the Fire Chief.

1. The minimum passing score shall be seventy percent (70%). This score shall have a total weight of twenty percent (20%).
2. The practical skills test shall be developed, administered, and scored by the Training Division under the supervision of the Human Resources Division. The Union may provide input on these matters through the Labor Management Committee if requested. All eligible candidates shall be provided with a list of skills to be evaluated at the time the candidate is notified of his/her eligibility. The practical skills shall be assessed using a skill sheet with auto-fails, with each skill checkoff worth one point. The total points shall have a total weight of forty percent (40%). The minimum passing score shall be seventy percent (70%) with no auto-fails.
3. The interview will consist of ten (10) questions by the interview panel, scored off a rubric that awards up to five (5) points per question. The questions and rubric shall be approved by the Human Resources Division. The interview will account for fifteen percent (15%) of the final score.
4. A final interview with the Fire Chief will be conducted. The Fire Chief's interview of the candidate will account for twenty-five percent (25%) of the final score.

G. If the County establishes a new classification, it will be done in accordance with Article 1 of this agreement.

H. Any concerns about the qualifications and criteria for promotion to Engineer, Lieutenant, or Shift Training Captain should be brought through the Chain of Command



or to the Labor Management Committee.

## **ARTICLE 12      ACTING IN CAPACITY**

Bargaining unit employees who are on the current promotional list for the applicable position and otherwise in good standing may temporarily assume operational duties of a Lieutenant or Engineer. For the avoidance of doubt, operational duties do not include personnel matters. Bargaining unit employees acting in the capacity of a Lieutenant or Engineer-pursuant to this section shall receive a five (5%) increase to their hourly rate of pay for those hours during which they are acting in the capacity of a Lieutenant or Engineer. The acting in capacity project may be cancelled at any time by the Fire Chief or designee at his or her discretion or may be cancelled by the Finance Director based on an evaluation by the Finance Director of the financial impact of the project.

## **ARTICLE 13      SCHEDULING AND STAFFING**

- A. The employer and the Union agree that firefighting and EMS are intrinsically dangerous. The parties agree to abide by applicable OSHA standards.
- B. The parties agree that the County Fire Department utilizes the department's electronic scheduling software program for scheduling and staffing, in general.
- C. Except for Fire Prevention Specialists, Santa Fe County Fire Department bargaining unit members operate on a 48-hour shift followed by 96 hours off. There shall be 3 shifts- A shift, B Shift and C Shift. These shifts will rotate in order of the alphabet. In order to minimize the possibility of employees having to work more than 48 consecutive hours, Employees cannot voluntarily sign up to work more than 72- hour shifts.
- D. The County maintains the right of assignment and will determine the shifts of employees. Any long-term change to an employee's work schedule will be provided to the employee in writing at least thirty (30) days prior to the effective date of the change. A long-term change is considered a change in battalion assignment. The employee may waive the thirty (30) day notice in writing.
- E. The workweek begins at 12:01 AM on Saturday and ends at midnight on Friday.
- F. Employees may be allowed to trade with other employees of equal rank or classification. The trade must be approved by the on duty Battalion Chief and trade time forms must be completed prior to trading time. Trades will not be approved when either employee is required to attend training, meetings, or other assignments. Trades must be completed within the same FLSA period or subsequent FLSA period. An Employee may not trade more than forty-eight (48) hours in a twenty-eight (28) day FLSA period. Employees who trade shifts remain responsible for their original scheduled shift and may incur loss of pay if the substituting employee fails to work a



shift as agreed. The approved substitute employee who fails to appear and work the exchanged shift, shall be placed on leave without pay for any hours missed, shall be suspended from trades for one year, and shall be subject to disciplinary/corrective action. The employee retains responsibility for his/her originally scheduled shift. If a substituting employee cannot, or does not, work the traded shift, the originally scheduled employee must cover the shift in order to avoid incurring loss of pay.

- G. The standard schedule for bargaining unit members assigned to Fire Prevention Division will be from 8:00AM to 5:00PM with a one (1) hour lunch, Monday through Friday. Fire Prevention Division bargaining unit employees follow the County observed holiday schedule.
- H. Fire Prevention Division bargaining unit members may request in writing through the Chain of Command up to the Fire Chief, to work a flex schedule from 7:00 AM to 6:00PM, with a one (1) hour lunch, four (4) days per week. Employees working a flex schedule will coordinate with their coworkers in the same classification to provide services five (5) days a week (Monday through Friday). Approval to work a flex schedule is solely at the discretion of the Fire Chief or designee.
- I. In addition to the shift trades authorized in Subparagraph F of this Article 13, employees who are attending training or college level courses approved by the Fire Chief shall be eligible for an additional forty-eight (48) hours of shift trades in a twenty-eight (28) day FLSA period for purposes of attending the approved training or courses. The training or course must be approved by the Fire Chief before the proposed trade is presented to the on-duty Battalion Chief. The other rules set forth in Subparagraph F apply to the additional shift trades authorized under this Subparagraph I.

## **ARTICLE 14 OVERTIME**

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

## **ARTICLE 15 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 16      TRAINING**

- A. The County will offer the opportunity to attend training in accordance with this Article. It is incumbent upon the employee to attend all mandatory trainings and to ensure the employee's licenses and certifications required to perform their job functions are up-to-date. At a minimum, the County will provide trainings in accordance with state and federal law to bargaining unit members. The Labor Management Committee may discuss training topics and needs. Any additional trainings (above what is required by law) the LMC deems important to the operation of the department will be presented to the Training Division and Chief or designee for consideration.
- B. EMS:
  - 1. The County will annually provide EMT-I, Paramedic, and Engineer, Lieutenant, and Shift Training Captain minimum certification requirement training opportunities in quantities determined by the County; provided, however, that the County may decline to do so due to budgetary constraints, the inability to meet minimum staffing levels, the inability to meet minimum enrollment requirements, or similar considerations. The Fire Chief will determine those employees eligible to attend.
  - 2. Refreshers for EMT-B, EMT-I, and EMT-P or CE equivalent will be offered to bargaining unit employees on an annual basis to supplement compliance with NM Department of Health standards for re-licensure. It is incumbent upon the employee to ensure he/she attends the training and maintains licensure.
  - 3. CPR, ACLS, and PALS, or equivalent training will be offered to bargaining unit employees on an as needed basis as determined by the Fire Chief or designee.
- C. Fire Training and Fire Prevention Division Employees: the Fire Chief or designee will determine what additional training is necessary for the training and prevention division bargaining unit employees at a minimum of one (1) training annually.
- D. Fire/Rescue Training: The County will provide monthly on duty fire/rescue trainings as determined by the Chief or his/her designee.
- E. Officer Training: The County will provide officer trainings as deemed necessary by the Chief.
- F. Bargaining Unit employees will be compensated for training mandated by the County.
- G. Training Definitions:

1. Mandatory Training: is training required by the Department as determined by the Chief or his/her designee. It will be compensated in accordance with the Fair Labor Standards Act. Failure to attend Mandatory Training may result in disciplinary action, up to and including termination.
2. Voluntary Training: is training a bargaining unit member attends at his/her discretion, with approval from the Chief or his/her designee. Voluntary training is not compensable.
3. Independent Training: is training activity that is not administered by the County or Department related, e.g. college classes. Time in independent training is not considered hours worked. Bargaining Unit Employees must follow leave policies to attend independent training scheduled on their workdays.

H. The schedule for mandatory battalion trainings shall be discussed at the September meeting of the Labor Management Committee and established for the following calendar year before the annual leave bid for the calendar year.

## **ARTICLE 17      PHYSICAL FITNESS PROGRAM**

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

## **ARTICLE 18      SENIORITY**

- A. Seniority will take into account the employee's experience in his/her rank/grade and experience as a full-time employee with the County's Fire Department. Seniority will be used for shift and vacation bids.
- B. Shift Bid Seniority: employees will receive one (1) credit by the number of months they are in their current grade from their effective start date plus half (0.5) credit seniority they have served as a full-time employee with the County's Fire Department in previous grades.  
 Seniority is calculated in years, rounded to the nearest hundredth, disregarding leap year days. So, for example, an employee who continuously worked as an FF/EMT-Basic from 1/1/2016 to 1/28/2019 would have 3.08 years of seniority: i.e.,  $((3*365)+28)/365 = 3.08$ . The following example illustrates these general principles:  
 Lieutenant X is employed by SFCFD on 06/01/1996. As of 9/30/2016, Lieutenant X has been employed by SFCFD for a total of 20.33 years – i.e.,  $((365*20)+122)/365$ .  
 Lieutenant X was promoted into her current rank on 1/1/2010, so she has 6.75 years in her current rank as of 9/30/2016 – i.e.,  $((365*6)+273)/365$ .

Seniority credit for time in current rank:  $6.75 \times 1 = 6.75$ .  
Seniority credit for time in previous rank:  $(20.33 - 6.75) \times 0.5 = 6.79$ .  
Total seniority credit:  $6.75 + 6.79 = 13.54$ .

- C. Vacation Bid Seniority: employees will receive a full year of seniority for every year of full time employment with the County's Fire Department from their effective start date.
- D. Ties in Seniority: ties will be broken in accordance with Department policy.
- E. Continuous service and seniority shall be broken by resignation, discharge, retirement, or failure to return from a leave of absence.
- F. Fire Administration will maintain a current seniority list that will be posted annually in the first week of October.

## **ARTICLE 19      LIGHT DUTY**

Bargaining Unit employees who are determined to be temporarily unable to perform the duties of the position by a qualified physician may request a temporary modification to their job duties by submitting a request in writing to the Human Resources Director immediately upon becoming unable to fully perform their job duties. The County may, in its discretion and at its expense, require a bargaining unit employee requesting light duty to undergo an additional physical examination by a medical provider of the County's choosing. If light duty is not available within the Fire Department, the employee may request light duty within the County in accordance with County policy or procedure. After receiving the qualified physician's certification for light duty and, if required the second opinion by the County's chosen medical provider, the Department Director and the Human Resources Director will determine whether light duty will be offered and, if offered, the schedule, place of duty, and other details and terms and conditions of the light duty. The unavailability of a light duty position, terms and conditions of the light duty, and the duration or cessation of light duty by the County are not grievable. Light duty shall not exceed six (6) months in duration.

## **ARTICLE 20      TAKE HOME VEHICLES**

- A. Response /work/take-home vehicles will be provided to all non-shift bargaining unit employees (Fire Prevention and Training) as a tool to ensure safety, performance, and success of personnel required to travel throughout the jurisdiction as part of their required duties. In order to qualify for a take-home vehicle, the employee must live within a sixty (60) mile radius of the employee's assigned work site. Take home vehicle recipients will follow all County policies concerning take-home vehicles.
- B. Take home vehicles shall be provided for the following:

1. For the purpose of code investigation, and emergency response during regular scheduled work hours or in the event of call back or other non-scheduled work outside normal working hours;
2. To provide fire training to District volunteers after scheduled work hours and/or weekends as approved by the Fire Chief or designee;
3. To travel as required for meetings, public information/training events, mutual aid requests, and large-scale emergencies.

## **ARTICLE 21 CALL BACK FOR BARGAINING UNIT EMPLOYEES**

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

## **ARTICLE 22 OUTSIDE EMPLOYMENT**

Bargaining Unit Employees shall abide by provisions governing outside employment contained in the then current Santa Fe County Human Resources Handbook.

## **ARTICLE 23 DRUG AND ALCOHOL POLICY**

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

### **D. DRUG AND ALCOHOL TESTING**

#### **1. RANDOM TESTING**

Each holder of a Commercial Driver's License (COL) 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.

## 2. 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.

## 3. PROCEDURE FOR TESTING ON REASONABLE CAUSE

### STEP ONE

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 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 Human Resources Director

### STEP TWO

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 shall result in the employee's termination.

### STEP THREE

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 FOUR

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 FIVE

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.

#### E. 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.

- F. Failure of an employee to cooperate in random or reasonable suspicion testing shall result in the employee's termination.

### **ARTICLE 24      INSURANCE**

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

	County's Contribution	Employee's 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. 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.

C. The County shall pay 100% of basic life insurance for bargaining unit employees. Bargaining unit employees shall pay 100% of dependent and supplemental life insurance.

## **ARTICLE 25 RETIREMENT**

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

## **ARTICLE 26 HOLIDAY**

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

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
President's Day	3rd 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
Indigenous Peoples' Day	2 <sup>nd</sup> Monday in October
Veteran's Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Christmas Day	December 25 <sup>th</sup>

B. Any new holidays officially designated by the County Manager for



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

- C. Bargaining unit employees scheduled to work on a holiday will receive holiday pay at straight time at the employee's regular hourly rate of pay for the normal regular hours worked and time and one half for all hours actually worked on the actual holiday.
- D. 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.
- E. Bargaining unit employees who are scheduled to work on a holiday but call in sick are required to use sick leave. If sick leave is unavailable, the time will be leave without pay.

## **ARTICLE 27      ANNUAL LEAVE**

- A. Each bargaining unit employee who works twenty-four (24) hour work days accrues annual leave for each hour actually worked, excluding overtime, not to exceed fifty-six (56) hours per week, and each bargaining unit employee who works forty (40) hours per week accrues annual leave for each hour actually worked, excluding overtime not to exceed forty (40) hours per week. Bargaining unit employees on paid leave will accrue annual leave pursuant to the Annual Leave Accrual Schedule below. A maximum of three hundred and sixty (360) hours of annual leave may be carried forward to the next calendar year for bargaining unit employees who work twenty-four (24) hour days, and a maximum of two hundred and forty (240) hours for bargaining unit employees who work forty (40) hours per week.
- B. The annual leave allotment shall be discussed at the September Labor Management Committee meeting; provided, however, that the number of Union and County representatives for that meeting shall be four (4) per side, notwithstanding Article 6(A) of this Agreement.
- C. Vacation bid for the upcoming calendar year will be held annually during the last week of October.

**D. Annual Leave Accrual Schedule**

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

**ARTICLE 28      SICK LEAVE**

- A. Each bargaining unit employee is eligible to accrue sick leave with pay to be used to attend medical appointments, for illness or injury, or to care for an ill or injured immediate family member. For purposes of this Section, an "immediate family member" is defined as a spouse, child, parent, sibling, grandparent, grandchild, step-parent, step-child, step-sibling, foster child, father-in-law, mother-in-law, son-and daughter-in-law.
- B. Sick leave hours accrue from the date of hire. Each bargaining unit employee who works twenty-four (24) hour work days accrues sick leave for each hour actually worked at the rate of 0.0385 not to exceed fifty-six (56) hours per week, and each bargaining unit employee who works forty (40) hours per week accrues sick leave at the rate of 0.0385 hours for each hour actually worked not to exceed forty (40) hours per week. Sick leave does not accrue during overtime work. Bargaining unit employees on paid leave will accrue sick leave at the rate of 0.0385 per hour. There is no accrual limitation on sick leave. There shall be no pay out for sick leave upon separation apart from retirement.
- C. While on sick leave, each bargaining unit employee shall receive the employee's hourly base pay rate at the time of the illness or injury multiplied by the number of regular hours the employee would have worked had he or she not been sick. An employee on sick leave shall not be compensated for overtime which might have accrued. Paid sick leave may be used in minimum increments of one half (1/2) hour.
- D. Employees shall not misuse or abuse sick leave. If any employee is absent from work for three (3) or more consecutive 24 hour shifts for partial 7K exempt employees or three or more consecutive 8 hour shifts for remaining bargaining unit employees due to illness or injury, a physician's statement may be required. Employees may use sick leave only for the reasons set forth in Section A. Use of sick leave for other reasons is not permitted. In the event the County has reason to believe that an employee is using sick leave for other reasons, the employee may be required to provide a physician's statement

for each day sick leave is claimed. Failure to submit a physician's statement when requested shall prohibit the employee from receiving sick leave with pay for the period in dispute. Abuse of sick leave may be grounds for disciplinary action, up to and including termination.

- E. A written explanation will be provided to the employee detailing the reasons to believe the employee is using sick leave for other reasons if a physician's statement is requested.

## **ARTICLE 29      PERSONAL LEAVE**

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

## **ARTICLE 30      BEREAVEMENT LEAVE**

- A. Bargaining unit members shall be eligible for bereavement leave with pay in the event of the death of an immediate family member as follows: Bargaining unit members who are subject to the partial 7(K) FLSA exemption shall be eligible to use up to two (2) days of bereavement leave with pay; other bargaining unit members shall be eligible to use up to three (3) days of bereavement leave with pay.
- B. The County may require proof of death and relationship as a condition of granting bereavement leave.
  - 1. Proof of death and relationship may be in the form of a death certificate, birth certificates, marriage licenses, adoption decrees, court placement orders, obituaries, or similar documentary evidence as determined by the County.
  - 2. Such proof will be furnished within thirty (30) days of the County's request, unless a longer period is approved by the Human Resources Director in writing.
  - 3. Pending the County's receipt and approval of the requested proof, the County may conditionally approve the bereavement leave or the employee may take another appropriate leave type. In either case, a prior pay period adjustment may be processed to adjust the leave type depending upon whether the proof is received and approved.
  - 4. Nothing herein shall prevent the County from investigating and pursuing appropriate disciplinary action for misuse of bereavement leave.
  - 5. A written explanation will be provided to the employee detailing the reasons the proof is requested.
- C. Bereavement leave must be taken in full day increments and must be taken within two (2) weeks of the immediate family member's death, unless otherwise authorized by the Fire Chief in writing.

- D. For purposes of this section, an "immediate family member" is defined as a spouse, child, parent, sibling, grandparent, grandchild, step-parent, step-child, step-sibling, foster child, father-in-law, mother-in-law, son-and daughter-in-law, and brother and sister-in-law, domestic partner, domestic partner's child, and domestic partner's parent.

## **ARTICLE 31        WAGES**

- A. The pay scale attached hereto as Exhibit A shall become effective the first full pay period that begins after ratification by the Union and approval by the Board of County Commissioners or resolution of impasse, whichever is later.
- B. Provided that they have been offered the opportunity to take the advanced EMT course at the County's expense at least once, Firefighter/EMT-Basics hired after the effective date of this agreement shall cease to receive pay increases after ten (10) years of service. For example and the avoidance of doubt, a Firefighter/EMT-Basic hired after the effective date of this agreement with fifteen years of service who has been offered the opportunity to take the advanced EMT course at the County's expense shall be paid \$15.8544/hour under Exhibit A.
- C. If, in its discretion, the Board of County Commissioners decides to provide cost of living adjustments to County employees who are not members of any bargaining unit in January, 2021, the pay scale attached hereto as Exhibit A will be adjusted by the percentage amount of the cost of living adjustment(s) approved by the Board; provided, however, that the pay of the Lieutenant-Paramedics and Captain-Paramedics will not be adjusted by such percentages but, instead, shall be \$0.75 higher than the adjusted hourly rates of Lieutenants and Captains.
- D. No increases beyond those provided for in Paragraph A and, potentially, Paragraph C of this Article will be effective under this Article. The pay scale, as may be adjusted in accordance with Paragraph C of this Article, will be effective through June 30, 2021, and shall expire on that date even if the Agreement remains in effect pursuant to NMSA 1978, Section 10-7E-18 (D) and Article 32. All pay increases shall be subject to specific appropriation by the Board of County Commissioners.

## **ARTICLE 32        COMPLETE AND ENTIRE AGREEMENT**

- A. This Agreement is the complete and only agreement between the parties and replaces any and all previous agreements. There shall be no additional negotiations on any item, whether contained herein or not and whether contemplated by either party at the time of negotiations or not, except by written mutual agreement of the parties.
- 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. In accordance with the Public Employee Bargaining Act, if this Agreement expires, the articles will remain **in** effect until a successor agreement is approved contingent upon sufficient budget appropriations.

### **ARTICLE 33      TERM OF AGREEMENT**

This Agreement will become effective upon ratification by the bargaining unit and approval by the Board of County Commissioners. This Agreement will remain in full force and effect until June 30, 2021. The parties agree that this contract shall be subject to NMSA 1978, Section 10- 7E-18(D) (2003), and any relevant amendments thereto. Either party may request the negotiation of a successor agreement by filing a written request with the other party no earlier than January 1, 2021, and no later than March 30, 2021.



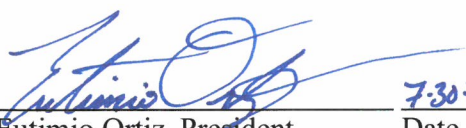
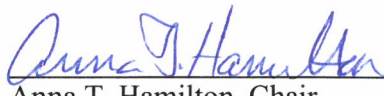


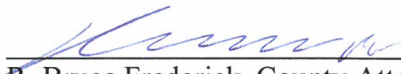

# Exhibit A – Payscale

	Years of Service with Santa Fe County Fire Department										
	1	2	3	4	5	6	7	8	9	10	11
<b>Position</b>											
FF/EMT-B	14.4963	14.6413	14.7877	14.9356	15.0849	15.2358	15.3881	15.5420	15.6975	15.8544	16.0130
FF/EMT-I	15.7163	15.8735	16.0322	16.1925	16.3545	16.5180	16.6832	16.8500	17.0185	17.1887	17.3606
Engineer	16.6063	16.7635	16.9222	17.0825	17.2445	17.4080	17.5732	17.7400	17.9085	18.0787	18.2506
FF-P	18.0743	18.2550	18.4376	18.6219	18.8081	18.9962	19.1862	19.3780	19.5719	19.7676	19.9653
FF-LT	18.9252	19.1144	19.3055	19.4987	19.6937	19.8905	20.0895	20.2903	20.4932	20.6982	20.9052
FF-LT-P	19.6752	19.8644	20.0555	20.2487	20.4437	20.6405	20.8395	21.0403	21.2432	21.4482	21.6552
Shift Training Captain	20.3297	20.5330	20.7384	20.9458	21.1552	21.3667	21.5804	21.7962	22.0141	22.2343	22.4567
Shift Training Captain-P	21.0797	21.2830	21.4884	21.6958	21.9052	22.1167	22.3304	22.5462	22.7641	22.9843	23.2067
Fire Pro Spec I	20.4425	20.6469	20.8534	21.0619	21.2725	21.4852	21.7001	21.9171	22.1363	22.3577	22.5813
Fire Pro Spec II	22.3801	22.6039	22.8300	23.0583	23.2889	23.5217	23.7570	23.9945	24.2345	24.4768	24.7216

	Years of Service with Santa Fe County Fire Department										
	12	13	14	15	16	17	18	19	20	21	22
<b>Position</b>											
FF/EMT-B	16.1731	16.3348	16.4981	16.6632	16.8298	16.9981	17.1681	17.3397	17.5132	17.6883	17.8651
FF/EMT-I	17.5342	17.7095	17.8867	18.0655	18.2462	18.4286	18.6129	18.7990	18.9870	19.1769	19.3687
Engineer	18.4242	18.5995	18.7767	18.9555	19.1362	19.3186	19.5029	19.6890	19.8770	20.0669	20.2587
FF-P	20.1649	20.3665	20.5702	20.7759	20.9837	21.1935	21.4055	21.6195	21.8357	22.0541	22.2746
FF-LT	21.1142	21.3254	21.5386	21.7540	21.9716	22.1913	22.4132	22.6373	22.8637	23.0923	23.3233
FF-LT-P	21.8642	22.0754	22.2886	22.5040	22.7216	22.9413	23.1632	23.3873	23.6137	23.8423	24.0733
Shift Training Captain	22.6812	22.9080	23.1371	23.3685	23.6022	23.8382	24.0766	24.3173	24.5605	24.8061	25.0541
Shift Training Captain-P	23.4312	23.6580	23.8871	24.1185	24.3522	24.5882	24.8266	25.0673	25.3105	25.5561	25.8041
Fire Pro Spec I	22.8070	23.0351	23.2655	23.4981	23.7331	23.9704	24.2101	24.4523	24.6968	24.9437	25.1932
Fire Pro Spec II	24.9687	25.2185	25.4707	25.7253	25.9827	26.2425	26.5049	26.7699	27.0376	27.3079	27.5811

### SIGNATURE OF PARTIES

IN WITNESS WHEREOF, after this Agreement has been duly ratified and approved by the parties, the duly authorized representatives of the parties have executed this agreement as set forth below:

<b>IAFF LOCAL 4366</b>   <u>Eutimio Ortiz, President</u> <u>7-30-2019</u> Date	<b>SANTA FE COUNTY</b>   <u>Anna T. Hamilton, Chair</u> <u>7/30/19</u> Board of County Commissioners      Date
	<b>ATTEST:</b>  <u>Geraldine Salazar, County Clerk</u> <u>7-30-19</u> Date
	<b>Legal Approval:</b>   <u>R. Bruce Frederick, County Attorney</u> <u>7-26-19</u> Date
	<b>Finance Division Approval:</b>   <u>Gary Giron, Finance Division Director</u> <u>072619</u> Date

