

**AGREEMENT BETWEEN THE COUNTY OF SANTA FE AND
THE NEW MEXICO COALITION OF PUBLIC SAFETY OFFICERS**

JUNE 28, 2011 – JUNE 28, 2014

ARTICLE 1 AGREEMENT AND RECOGNITION

- A. The parties to this Agreement are Santa Fe County (“County”) and the New Mexico Coalition of Public Safety Officers (“Union”). The County recognizes the Union as the exclusive representative of all employees in the bargaining unit, which consists of all non-probationary Corrections Department employees in the positions of Detention Officer, Corporal, Teacher, Therapist, Case Manager, Senior Case Manager/Electronic Monitoring, Case Manager/Electronic Monitoring, Life Skills Worker I, Life Skill Worker II, and YDP Assistant Shift Supervisor, and excludes supervisory, managerial, and confidential employees and all other employees not listed herein. The Union may bargain for these bargaining unit employees in negotiating wage rates, work hours, benefits, obligations, and other conditions of employment.
- B. Position Changes
1. When the County creates a new position within the Department of Corrections that is not currently classified or changes the classification of a current position, Human Resources shall notify the Association in writing.
 2. The Union shall have the option to notify the County in writing within five working days after receipt of notification by the County in A., above, that it wishes to re-open the agreement for the purpose of negotiating the impact of the new position or change in classification on the terms and conditions of this agreement. The County and Union shall thereafter re-open negotiations solely for such purpose. Failure of the Union to notify the County within this specified period shall constitute a waiver of the right to dispute the status.
 3. Items not covered in this agreement will be handled in accordance with the most recent HR Handbook adopted by the Board of County Commissioners or County Manager.

ARTICLE 2 UNION RIGHTS

- A. The parties agree that the Union has the right 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 those rights the following provisions shall apply:
1. The Union shall not use the County’s or department’s interoffice mail services, mailboxes, or e-mail for the dissemination of Union literature or correspondence.
 2. The Union shall not use County time, equipment, property, or materials for Union business.
 3. The County shall make available to the Union upon its request any public information in accordance with applicable law.

- 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. Employees and the Union shall be entitled to all the rights and benefits specifically delineated in this agreement. There shall be no implied or inferred rights to the Union or any employees.
- D. The County agrees to deduct membership dues levied by the Union from the paycheck of bargaining unit employees who have voluntarily executed a dues deduction authorization. Such dues deductions shall not include any fees, assessments, or fines of any kind. Deductions will commence the first full pay period thirty (30) days after receipt of the signed authorization form by Human Resources. No deduction will be made if any employee is on a non-pay status or where net wages are insufficient to cover the amount of the dues deduction. The amount of dues deductions will be certified in writing to Human Resources by the President of the Union and shall not change more than once annually.
- E. The Union will indemnify, pay for the defense of, and hold the County harmless against any claims made and against any suits instituted against the County for compliance with subsection D., above. The Union agrees to refund any amounts paid to it in error on account of the payroll deduction provisions as determined by the County.

ARTICLE 3 MANAGEMENT RIGHTS

- A. The County retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Mexico, 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:
 - 1. The administration of all matters covered by this Agreement shall be governed by applicable constitutional provisions, Federal and State laws, and Ordinances adopted by the County. The Agreement shall at all times be applied subject to such constitutional provisions, Federal and State laws, and Ordinances.
 - 2. The County shall retain the right in accordance with applicable Federal and State laws and County Ordinances:
 - a) to determine the mission of the County and its departments;
 - b) to set standards;

- c) to exercise control and discretion over County organization and its operations;
 - d) to direct employees of the County and conduct evaluation and judgment of an employee's skill, ability, efficiency, and general performance;
 - e) to hire, promote, transfer, assign, and retain employees in positions within the County; and to suspend, demote, discharge, or take other disciplinary action against employees for just cause;
 - f) to lay off employees from duties because of lack of work or for other legitimate reasons;
 - g) to maintain the efficiency of the operations;
 - h) to determine the methods, means, and personnel by which such County operations are to be conducted; and
 - i) to take whatever actions may be necessary to carry out the functions and mission of the County and maintain uninterrupted service to its citizens in situations of emergency.
- B. 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.

ARTICLE 4 ASSOCIATION AND COUNTY COMMUNICATIONS

- A. Access to Recruits: The County shall give each recruit an information brochure on Union/Association benefits during their orientation with the County provided that the Association provides such brochure.
- B. Access to County Information: The County shall make available to the Union/Association upon its reasonable request any non-privileged public information, statistics, and records in the County's possession, which are relevant to negotiations or necessary for proper enforcement of the terms of this Agreement.
- 1. When requesting information, the Union/Association shall complete the necessary documentation and forward its request to the County Public Records Custodian at the County Legal Division.
 - 2. The Union/Association agrees to pay the cost incurred in the compilation of information they request, if applicable.
 - 3. The County agrees to furnish the Union/Association one copy of all future amendments and revisions to SOP and County Policy.
- C. Bulletin Board: The Department shall provide spaces at the Juvenile and Adult Detention Center for the Union/Association to post notices. Barring emergency circumstances, these notice spaces shall be clearly visible to all bargaining unit employees.
- 1. Should the Union/Association decide to utilize any of these spaces, the Union/Association shall provide a bulletin board, including any and all parts thereof,

- to extend no larger than the space provided. County personnel shall handle installation of the board(s).
2. The bulletin board may be used for the posting of recreation and social affairs of the Union/Association, Association meetings, Association elections, reports of Union/Association committees, Association newsletters, reports of Association meetings, rulings or policies of the state or national associations, legislative enactments, and judicial decisions affecting public employee labor relations.
 3. The bulletin board may not be used by the Union/Association for the posting of political statements; campaign material; material that can adversely affect County employees or material that is derogatory or inflammatory regarding County employees, elected officials, or appointed officials. In the event that there is a dispute as to posted material, the material shall be immediately removed from the bulletin board. Abuse of these provisions with regard to the bulletin board may result in loss of bulletin board privileges.
- D. Special Conferences: The Department and Union/Association may confer upon matters of mutual concern. These conferences may be requested by either the Association President or Department Director and shall be governed by the following: The Director shall establish the conference place, time and day.
- E. Labor Management Relations Committee
1. The Labor Management Relations Committee shall be composed of a maximum of three (3) county representatives and a maximum of three (3) Union representatives.
 2. The Committee shall meet on the request of either party or at least once quarterly to discuss all matters of mutual concern and/or prior to grievances or PPCs being filed or reasonably thereafter in an attempt to reach a mutual resolution.
 3. In the event a meeting is called to address the intent or interpretation of a specific provision of Agreement, the County and Union shall be permitted to invite members of the negotiating teams that negotiated the Agreement or provision in question to discuss the intent of the provision as negotiated.

ARTICLE 5 STANDARDS, POLICY, AND PROCEDURES

- A. The parties acknowledge the necessity to modify Department standards, policies, and procedures from time to time as needs dictate. Nothing in this Agreement shall be construed to prevent the Department from making such changes. The parties recognize that if a policy or procedure is in conflict with this Agreement, the Agreement controls.
- B. The County agrees to furnish the Union with notice of the County's intention to make changes in County or Department policies and procedures that would affect working conditions of employees. If the Union does not respond within seven (7) working days of

the receipt of such notice, the County may assume that the Union does not wish to provide input over such changes.

ARTICLE 6 OUTSIDE EMPLOYMENT

Bargaining unit employees should consider their employment with the County as their primary employment. Bargaining unit employees wishing to obtain outside employment shall file a request for approval by completing an Outside Employment request form with the Jail Administrator/Youth Services Administrator and shall include a description of the employment, location, and hours that will be worked. Outside employment is subject to the approval of the Jail Administrator/Youth Services Administrator and Human Resources, who will consider, among other things, hours of work, conflict of interest, discredit upon the County, and the safety of the employee, fellow employees, and the public. Requests for outside employment must be filed annually for approval.

ARTICLE 7 WORK SCHEDULES AND PAY PERIOD

- A. The County has the right of assignment of employees and determination of the employees' work schedules in accordance with its duty to ensure minimum staffing of the department, subject to the provisions of Article 5, Shift Bids. 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.

ARTICLE 8 BREAKS AND MEAL TIME

- A. 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.
- B. Each bargaining unit employee working a regular shift of ten (10) 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.

ARTICLE 9 SHIFT BIDS

- A. The Detention Center shall conduct semi-annual shift bids.

B. Bid Positions

1. There shall be an open bid for bargaining unit positions of Detention Officer, Corporal, Life Skills Worker I, II, and YDP Assistant Shift Supervisor 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.
2. There may be exceptions to the bid positions due to a legitimate and temporary hardship or other factors, and as such, these positions may become non-biddable.

C. The bidding shall be based on the classification seniority date.

D. The bidding shall pertain to shift days off only and shall not include posts or other assignments.

E. The bidding process may be amended upon mutual consent of the Director and the Union President.

F. Once a bargaining unit employee's shift is determined via the shift bid process found under Article 6 above, the employee may submit a post preference form to the facility personnel responsible for roster management. Preferences for post assignment will be considered by the Jail Administrator. Post assignments are not permanent assignments and may be altered based on facility needs at any time. The post preference identification process will be conducted as a pilot program for one (1) year from the effective date of this Agreement. At the end of one (1) year, the Department may, upon mutual agreement with the Union President, discontinue the program, revise the program, or continue with the program.

ARTICLE 10 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 11 POSITION CHANGES

The County will notify the Union of any changes to bargaining unit positions that may remove the position from the bargaining unit. The Union may request to negotiate the removal of the position by filing such request, in writing, within five (5) calendar days of receipt of the notice of the change to the position. Failure to request negotiation within five (5) calendar days shall constitute waiver of the right to bargain or dispute the change.

ARTICLE 12 PROMOTIONS

- A. The following promotional process shall apply to all positions within the bargaining unit.
- B. When the County decides to offer a promotional process for a vacant position within the bargaining unit that the County has decided to fill, the County will post notice of such a promotional process, including sergeant positions.
- C. In order for a bargaining unit employee to be considered for a promotion to Corporal the employee must:
 - 1. Have at least one (1) year of continuous service with Santa Fe County Corrections Department as a detention/correctional officer or classifications of Life Skills Worker, Life Skills Worker II, or YDP Assistant Shift Supervisor. Corporal applicants must have successfully completed the Santa Fe County Adult Detention Academy to be eligible;
 - 2. Have the most recent evaluation that at least “meets expectations” and have no criteria noted as unsatisfactory or no more than two (2) needs improvement; and
 - 3. Have not been demoted within the last two (2) years.
- D. The procedures for the promotional process will be developed by the County and applied to all eligible applicants.

ARTICLE 13 SENIORITY

- A. Department Seniority - shall be defined as the total length of uninterrupted employment with the Corrections facility. An employee shall not attain Department seniority until completion of the required probationary period, at which time Department seniority shall relate back to the commencement of the most recent period of continuous employment with the Department of Corrections.
- B. Classification Seniority - is defined as the period of most recent continuous service in the employee’s job classification.
- C. Seniority – Procedures
 - 1. Upgrades and Downgrades in Position
 - a) When an employee is upgraded into another job classification, the employee’s seniority will begin on the date the employee is upgraded or promoted. Time served in a lower job classification shall not be considered when calculating seniority in a higher job classification.

- b) When an employee is downgraded into another job classification, the employee's seniority will include all time in the higher job classification. Time served in a higher job classification shall be considered when calculating seniority in a lower job classification.

D. Ties in Seniority

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

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

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

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

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

- 1. Both seniority lists shall be updated November 1st of each year and on that date posted in the Department.
- 2. Copies of the two lists as posted shall concurrently be forwarded to the Association.
- 3. Any objections to the seniority lists as posted shall be reported to the Department personnel officer within ten days of the posting. Thereafter the list shall be deemed correct and an employee shall not be permitted to question the lists as posted.

ARTICLE 14 TRAINING

- A. The Jail Administrator/Youth Services Administrator will determine what in-service training is necessary for bargaining unit employees. Bargaining unit employees are expected to attend training scheduled by the County.
- B. The County will provide basic, remedial, and refresher training to bargaining unit employees at the County's expense if such training is required as a condition of employment.

ARTICLE 15 COURT TIME

Bargaining unit employees are required to appear in judicial and administrative proceedings for adjudication of offenders or as otherwise directed by the employee's supervisor. Bargaining unit employees will be paid for actual time spent at the proceedings.

ARTICLE 16 HOLIDAY PAY, VACATION, AND SICK LEAVE

- 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	3 rd Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Columbus Day	Second Monday of October
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
The Day after Thanksgiving	
Christmas Day	December 25 th

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

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

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

ARTICLE 17 USE OF FORCE

- A. The Department Standards and Procedures governing the use of force and use of force continuum shall be followed.
- B. The affected employee and immediate family shall be provided with counseling in accordance with the County's Employee Assistance Program.

ARTICLE 18 LEGAL PROTECTIONS

An employee named in a civil action relating to the employee's performance of his/her duties in the course and scope of employment shall be covered and subject to the provisions of the New Mexico Tort Claims Act (Section 41-4-1 et. seq., NMSA 1978, or as amended).

ARTICLE 19 INTERNAL INVESTIGATIONS

A bargaining unit employee who becomes the subject of an internal investigation will be notified in writing. Written notification of investigation will be initiated within ten (10) working days of the omission or discovery of the act that precipitated the charges and the investigation. In cases where extensive investigation is required, disciplinary action will not be initiated until the facts have been established. The bargaining unit employee may be placed on administrative leave with pay pending the investigation and shall remain available to the County during the employee's regular work hours. Investigation material will be kept in a separate file from the employee's official personnel file.

ARTICLE 20 DISCIPLINARY ACTIONS

- 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 or serious medical condition, or union membership or non-membership. No employee shall be disciplined for refusing to perform an unlawful act.
- B. Any supervisor may take disciplinary action against an employee pursuant to the supervisor's authority and consistent with departmental policies. Copies of any documented disciplinary action shall be furnished to the Human Resources Office for placement in the employee's file with the signature of the employee acknowledging receipt of the action, or a notation that the employee refused to sign the document. Disciplinary actions shall remain in the employee's official personnel file and shall not be removed except by order of a Court of competent jurisdiction or an Arbitrator, pursuant to the arbitration procedure contained in this Agreement.

- C. Employees are subject to this Agreement and any administrative or departmental regulations duly promulgated and may be disciplined for just cause. Cause for disciplinary action includes, but is not limited to, the following:
1. Unsatisfactory work performance.
 2. Misconduct on the job; conduct or language toward the public or toward employees which discredits the public service.
 3. Negligence in the performance of duty, including negligence in the operation of County vehicles or equipment or failure to adhere to established safety rules and procedures.
 4. Incompetence or inefficiency; failure to perform job duties adequately.
 5. Insubordination; failure to comply with the lawful orders of a supervisor, including refusal to work overtime.
 6. Unauthorized absence from work, including tardiness.
 7. Consumption, possession, or distribution of alcohol or drugs on the job, or reporting to work under the influence of alcohol or drugs.
 8. Acceptance of money, gifts, privileges, or other valuable consideration which was given with the expectation of influencing the employee in the performance of his 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.

15. Non-cooperation by an employee with fellow employees or other personal conduct which substantially interferes with the performance of his or another employee's work; failure to cooperate in an investigation.
16. Misuse of sick leave; the claim of sickness under false or misleading pretenses.
17. Distribution of literature, vending, soliciting, or collecting contributions on County time and in public areas or cooperation with parties doing such without prior authorization of the County Manager.
18. Violation of any federal or state law pertaining to employment, including all civil rights statutes.
19. Failure to adhere to the established work schedule; failure to obtain authorization for overtime prior to overtime worked.
20. Failure to meet or maintain established job qualifications, as set forth in the job description, including maintaining a valid driver's license.
21. Other acts or omissions that adversely affect the welfare of citizens, other employees, or the effective operation of the County.
22. Unauthorized possession of a weapon on the job site.
23. Fighting and/or disruptive behavior in the workplace.

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

- D. Prior to implementing disciplinary action, an employee will be provided written notice of intent to discipline outlining alleged charges against the employee and notice of a predetermination meeting. The written notice of charges shall include the conduct, action, or omission which forms the basis for the disciplinary action. The written notice of charges shall also identify any policy, regulation, procedure or statute violated. The purpose of the predetermination meeting is to provide the employee an opportunity to respond to the charges and is not an evidentiary hearing. Following the predetermination meeting, the employee will be given written notice of any disciplinary action imposed. The written determination relative to the disciplinary action imposed shall be limited to the matters set forth within the notice of intent to discipline. An employee may be accompanied by a Union representative during the predetermination meeting. The employee or his/her Union representation may request any extension to a scheduled predetermination hearing which shall be granted upon mutual agreement of the Union and the County. An employee shall be provided a minimum of twenty four (24) hours from the time he/she is served with a pre-determination hearing notice to the schedule time of

the hearing. At the request of the Union, the County will furnish a CD copy of audio recorded pre-determination hearings.

- E. Off duty conduct may be cause for discipline if it diminishes the integrity of the County's service.
- F. An employee shall be progressively disciplined when appropriate, as determined by the County. Each case of disciplinary action shall be judged individually. The step of corrective action used will depend on the severity of the infraction and the employee's previous work/disciplinary record. Under certain circumstances, suspension without pay, demotion, or dismissal may be the appropriate initial disciplinary action.
- G. Disciplinary actions include written reprimands, suspensions, demotions, and dismissal. An employee may attach a written response to any disciplinary action documented in the employee's personnel file. Only suspensions, demotions, and dismissals may be grieved pursuant to the Grievance Procedure contained in this Agreement. Written reprimands may be grieved through Step 2 of the Grievance Procedure.
- H. A written reprimand shall be removed from the bargaining unit employee's Human Resources file twelve (12) months after the employee received the reprimand, provided the bargaining unit employee has not received another written reprimand or any other disciplinary action during the twelve (12) month period following the reprimand. If the employee receives another reprimand or other progressive disciplinary action during the twelve month period following the written reprimand, the written reprimand will remain in the bargaining unit employee's Human Resources file unless it is removed due to three (3) consecutive years in which the employee receives no disciplinary action. All requests for removal of any documents from the Human Resources file shall be made in writing by the bargaining unit employee to the Human Resources Division.

ARTICLE 21 GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure at the lowest possible level, mutually satisfactory resolutions to grievances, which may arise during the term of this Agreement and are subject to resolution under this Agreement.
- B. A grievance is defined as a charge by either party to this Agreement that the other has violated one or more provisions of this Agreement.
- C. 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.
- D. 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.

- E. The term grievance and the procedure relevant thereto shall not be deemed applicable in the following instances:
 - 1. in matters where a method or review is mandated by law, resolution, or Ordinance of the County; and
 - 2. in matters where the County is without authority to act.
- F. Grievances submitted on behalf of the County shall be initiated by the Jail Administrator or designee by filing the grievance with the Union President or designee.
- G. Failure to submit a grievance within ten (10) days following the discovery of the act, or the condition which gave rise to the grievance, will constitute forfeiture of the right to file. Furthermore, any grievance determination not appealed to the succeeding level within the time limits expressed herein shall be considered as closed. When it is mutually agreed by the parties in writing, the time limits expressed herein may be extended. A grievance may be withdrawn at any step of this procedure by the grievant.
- H. Should the County fail to respond to a grievance within the time limits expressed herein, the Union/grievant may appeal to the next level of the grievance procedure within the time limits set forth as if the County had timely responded.
- I. Bargaining unit employees have the right to be accompanied or represented by a Union representative at all levels of the Grievance Procedure. Nothing herein contained shall be considered as limiting the rights of an employee to discuss or process his/her grievance as an individual.
- J. If the basis for the grievance is a suspension, demotion, or termination, the grievant shall file a written grievance with the Human Resources Director at step three within ten (10) days of the issuance of the written decision from the Corrections Department Director. The HR Director will provide a written response to the grievance within ten (10) days of the submission of the grievance. If the grievant disagrees with the decision of the HR Director, the grievant may file a written request for Arbitration.

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

involves a supervisor, the grievance shall be submitted to the next level of supervision in the chain of command.

Step Two – Within ten (10) days of the filing of the grievance at Step One, the written grievance must be filed with the Jail Administrator/Youth Services Administrator. At the time of personal service, the employee or Union Representative shall schedule a grievance meeting with the Jail Administrator/Youth Services Administrator 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 Jail Administrator/Youth Services Administrator 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 Jail Administrator's/Youth Services Administrator's response, the employee or Union Representative may file a written grievance at Step Three.

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

ARTICLE 22 ARBITRATION

- A. This procedure shall be the sole and exclusive method for resolving any and all claims arising from the suspension, demotion, or discharge of an employee or the alleged violation of this agreement.
 - 1. Prior to an appeal to binding arbitration the procedure for the settlement of the grievance, Article 14, Grievance Procedure, must have been exhausted
 - 2. The appeal must be received by the Human Resources Director within ten (10) work days from the date of the Human Resources Director's response along with its portion of the Federal Mediation and Conciliation (FMCS) arbitration form completed and a check for half of the filing amount. Failure to include the completed form and check may be considered as a waiver of the Union's right to arbitration.

3. Within ten (10) workdays from receipt of the appeal to arbitration, the County will submit the appeal to the Federal Mediation and Conciliation Service (FMCS).
- B. An arbitrator shall be selected in the following manner:
1. The County and the Union will request a list of seven (7) names from the FMCS.
 2. Each party will strike one (1) name alternately until a single name remains and he or she shall be the Arbitrator. The party required to strike the first name will be determined by a flip of a coin.
- C. The Arbitrator shall decide issues of arbitrability prior to hearing the merits of the case. If the Arbitrator determines the case is arbitrable, then the Arbitrator shall consider the facts of the grievance in arbitration and following the hearing shall prepare and submit to the parties, in writing, a report and decision within thirty (30) calendar days after the conclusion of the hearing. Arbitration shall be conducted according to the rules established by the FMCS.
- D. The cost of services of the Arbitrator shall be shared equally by the parties. Each party will be responsible for compensating its own witnesses and representatives.
- E. The Arbitrator shall have the authority to determine if there was just cause for any disciplinary action. However, in no case shall he/she have the power to add to, 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.

ARTICLE 23 DRUGS 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 agreed that the County may promulgate additional drug/alcohol policies and procedures in order to ensure a drug/alcohol free workplace. All bargaining unit employees are subject to random drug and alcohol testing. Failure to comply with this policy as directed may result in disciplinary action including termination.
- C. Prior to implementation of additional policies and procedures, the Union will be given the opportunity to review the proposed policies and/or procedures and provide written input to the Human Resources Director.
- D. The County may, at its sole discretion, administer drug/alcohol testing when there is a reasonable suspicion that an employee is in possession of, consuming, or under the influence of drugs and/or alcohol. Failure of an employee to cooperate in such testing shall result in the employee's termination.
- E. The County will bear the cost of an initial test of an employee or a retest at the request of the County. An employee may request the split sample to be retested at the employee's cost.
- F. An employee's self-referral to the Employee Assistance Program shall not preclude pending or imminent disciplinary action. An employee who self refers will be required to successfully participate and complete a treatment program and periodic testing program at the direction of the EAP counselor as a condition of continued employment.

ARTICLE 24 INJURIES

Workers compensation benefits will be provided to bargaining unit employees as required by law.

ARTICLE 25 LIGHT DUTIES

- A. In consideration of workload requirements, office priorities, and the capability and suitability of a bargaining unit employee to perform specified duties, the County may grant light duty following a non-work related injury or illness. Light duty assignments may be granted and revoked by the director or designee. Such decisions are not grievable.
- B. Any request must be submitted in writing and must be accompanied by a physician's statement detailing the bargaining unit employee's limitations, prognosis, and expected date of release to full duty.

ARTICLE 26 UNIFORMS

The County will provide uniforms to bargaining unit employees as deemed necessary by the County. Bargaining unit employees are responsible for the maintenance, laundering, and upkeep

of the uniforms. A bargaining unit employee's failure to arrive at work in complete uniform that is neat in appearance, properly sized, clean, and maintained may be subject to disciplinary action. The parties recognize that uniforms may be subject to applicable tax regulations.

ARTICLE 27 DAMAGED, LOST OR STOLEN PROPERTIES

A. Uniforms and Equipment

1. Uniforms and equipment provided by the Department that are required and essential to the successful performance of an employee's job function shall be replaced, at the departments expense, when such items are damaged or stolen while the employee was engaged in the performance of duty and there was no negligence on the part of the employee, or if the employee was negligent, the contributory negligence was less than other contributing factors.
2. Personally Owned Items
 - a) Personally owned items that are required and essential to the successful performance of an employee's job function shall be replaced, at the Department's expense, when such items were clearly damaged while the employee was engaged in the performance of duty and there was no negligence on the part of the employee, as determined by the County's insurance.
 - b) Personally owned items that may be reimbursed by the County's insurance for damage are: prescription eyeglasses, watches, gloves, eye and hearing protection, carry-all bags, boots or shoes, or other items that are mutually agreed upon by the County and the Union as determined on a case-by-case basis. The County will not reimburse employees for any items not authorized in detention facilities.
3. This section is not intended to be used to replace old, worn out items.

B. Procedures

1. The Department may replace such items at the lesser of the item's fair market value or the purchase price of the item that would be paid by a reasonable and prudent buyer.
2. When the member requests reimbursement of damaged equipment, the member must deliver the damaged item to the Jail Administrator/Youth Service Administrator for inspection with a report outlining the circumstances relating to the damaged item(s). The report shall also include documentation on the value of the damaged item(s), such as receipts or catalog information.

ARTICLE 28 FIREARMS

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

ARTICLE 29 VEHICLE ACCIDENTS

The parties agree to abide by Sections 1.107, 2.200, and 2.201, or as amended of the County's safety management manual.

ARTICLE 30 OVERTIME

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

ARTICLE 31 SHIFT DIFFERENTIALS

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

- B. Detention Officers and Corporals who are assigned to the graveyard shift will receive an additional personal holiday at the beginning of each six (6) month assignment. Personal holidays must be used by the last full pay period of each calendar year.

ARTICLE 32 WAGES

- A. Due to the economic environment, beginning in December 2011, the County and the Union will come back to the negotiating table every three (3) months to discuss the budget of Santa Fe County for the purposes of negotiating possible cost of living adjustments and/or wage adjustments.
- B. During the term of this Agreement, the Union and the County will discuss the possibility of requesting approval to move to the PERA Municipal Detention Officer Plan 1 for eligible bargaining unit position.

ARTICLE 33 INSURANCE

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

County	Employee
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.
- C. Bargaining unit employees will pay 100% of disability insurance offered by the County.

ARTICLE 34 MEMORANDUM OF UNDERSTANDING

A memorandum of understanding (M.O.U.) may be initiated to address matters of mutual concern between the Union and Management which are not addressed within the provisions of this Agreement. If both parties are unable to reach an agreement on the M.O.U. it will be abandoned. If both parties reach agreement, the M.O.U. will be forwarded through proper procedures for consideration by the BCC. Only one proposed M.O.U. may be initiated by each party per year during the term of this Agreement.

ARTICLE 35 SEVERABILITY

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

ARTICLE 36 COMPLETE AND ENTIRE AGREEMENTS

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

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

ARTICLE 37 TERM OF AGREEMENT

This Agreement will become effective upon ratification by the bargaining unit and County Commission and signature by the Union President and County Manager and shall remain in effect until June 28, 2014 with the exception of one (1) non-economic issue, which will be opened for negotiation on the second year of this agreement.

In witness whereof, the parties have executed this Agreement as of the date indicated on first page:

Steven Harvey, Executive Director NMCP SO

Joey Romero, Assoc. President

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

Attest:

Approved as to legal form:

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

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