

Daniel "Danny" Mayfield
Commissioner, District 1

Virginia Vigil
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *October 17, 2012*

TO: *Board of County Commissioners*

FROM: *Adam Leigland, Public Works Director* *for 11/11/12*

VIA: *Katherine Miller, County Manager*

ITEM AND ISSUE: *BCC Meeting November 13, 2012*

RESOLUTION 2012-___ A RESOLUTION ESTABLISHING PROCEDURES FOR THE ORDERLY AND UNIFORM ADMINISTRATION OF THE SANTA FE COUNTY PROCESS FOR ROAD ACCEPTANCE, DESIGNATION OR RE-DESIGNATION, AND FOR THE VACATION OF COUNTY MAINTAINED ROADS, THEREFORE REPEALING AND REPLACING RESOLUTION NO. 1998-119. (TRANSPORTATION & SOLID WASTE/ADAM LEIGLAND)

BACKGROUND AND SUMMARY:

The County continually receives requests for adopting private roads for County maintenance. The existing Road Acceptance Policy, adopted by Resolution 1998-119, is insufficient to address the current requests from residents and the requirements of the County. The proposed policy outlines the process for a consistent and uniform process for accepting roads for county maintenance and vacating roads for county maintenance as well.

The proposed policy provides options, such as acceptance as a County maintained road; lesser County maintained road or a shared maintained road. The benefit of these options enables Home Owners Associations the ability to share in the maintenance or residents that merely want their road graded twice per year.

This policy was presented to the BCC at the September 25, 2012 meeting and all comments received from the discussion have been incorporated.

ACTION REQUESTED:

Adoption of the resolution establishing procedures for the orderly and uniform administration of the Santa Fe County process for road acceptance, designation or re-designation, and for the vacation of County maintained roads, therefore repealing and replacing Resolution No. 1998-119.

SANTA FE COUNTY

RESOLUTION NO. 2012 -

**A RESOLUTION ESTABLISHING PROCEDURES FOR
THE ORDERLY AND UNIFORM ADMINISTRATION OF
THE SANTA FE COUNTY PROCESS FOR ROAD
ACCEPTANCE, DESIGNATION OR RE-DESIGNATION,
AND FOR THE VACATION OF COUNTY MAINTAINED
ROADS, THEREFORE REPEALING AND REPLACING
RESOLUTION NO. 1998-119**

Whereas, Santa Fe County encompasses a geographical area of approximately 2,000 square miles; and

Whereas, the County is primarily rural with small areas of concentrated development; and

Whereas, a comprehensive road system is a necessary and vital link between communities; and

Whereas, there are an estimated 1,500 total miles of roads within the County; and

Whereas, of the total miles, approximately 576 miles are recognized as County roads and maintained by the County; and

Whereas, the County's goal is to provide the best services possible to County residents, within the available resources; and

Whereas, the citizens of Santa Fe County continuously request the County to provide maintenance on non-County roads; and

Whereas, the Board of County Commissioners desires to have a policy that will consider the requests for County maintenance on an equitable and consistent basis.

NOW, THEREFORE, BE IT RESOLVED that the Santa Fe County Board of County Commissioners adopts the following policy, Exhibit A to this Resolution, of establishing procedures for the orderly and uniform administration of the Santa Fe

County process for road acceptance, designation or re-designation, and for the vacation of County maintained roads, therefore repealing and replacing Resolution 1998-119.

PASSED, APPROVED, and ADOPTED THIS ____ DAY OF _____, 2012.


BOARD OF COUNTY COMMISSIONERS

Liz Stefanics, Chair

Attest:

Valerie Espinoza, County Clerk

Approved as to form:



Stephen C. Ross, County Attorney

EXHIBIT A

A POLICY ESTABLISHING PROCEDURES FOR THE ORDERLY AND UNIFORM ADMINISTRATION OF THE SANTA FE COUNTY PROCESS FOR ROAD ACCEPTANCE, DESIGNATION OR RE-DESIGNATION, AND FOR THE VACATION OF COUNTY-MAINTAINED ROADS

SECTION 1. GENERAL PROVISIONS AND PURPOSE. --- The purpose of this Policy is to establish procedures for the orderly and uniform administration of the Santa Fe County process for road acceptance, designation or re-designation, and vacation of County-Maintained roads.

SECTION 2. AUTHORITY.--- This policy is authorized by NMSA 1978 Sections 4-37-1 (1975), 67-5-4 (1905, as amended), and 67-5-5 (1905, as amended).

SECTION 3. APPLICABILITY. --- This policy applies within the unincorporated areas of Santa Fe County, New Mexico.

SECTION 4. ROAD MAINTENANCE. ---

A. Maintenance Limited to Roads designated as County Roads.--- Only roads which have been designated as County Maintained Roads pursuant to this document shall be maintained by the County. Non-County Maintained Roads will not be maintained except in an emergency as described herein.

B. No Warranty of Maintenance.--- Although the County shall endeavor to maintain each County Maintained Road in the best possible condition, maintenance of any road is contingent on adequate funding and the limitations of manpower, weather and equipment. Accordingly, this document shall not be construed as making any representation, warranty, guarantee or promise that any road, regardless of designation, will be maintained to any particular standard.

C. Maintenance Requests.--- Maintenance of a County Maintained Road may be requested by calling the Department of Public Works, or by filling out a request either in person or over the internet. If the road is a County Maintained Road, a representative of the Department of Public Works will inspect the road to determine the maintenance needed.

SECTION 5. INITIAL DESIGNATION. ---

Each County Maintained Road shall be initially classified by the Department of Public Works according to its maintenance status as of December 31, 2012 as described in the section below.

SECTION 6. DESIGNATION. ---

A. County Maintained Road.--- A road designated as a County Maintained Road is a road which has been accepted for full County maintenance. Each County Maintained Road is assigned a number or name and marked by a blue street name sign with yellow letters. Maintenance services on County Maintained Roads may include routine maintenance, snow removal, dust control, installation or replacement of base course, chip seal, asphalt, concrete or other paving, installation and repair of drainage structures, pot-hole repair, bridge construction and repair, signage, and periodic resurfacing. Upon approval of a resolution amending the designation of a road to a County Maintained Road from a lesser designation, the road shall meet County Maintained Road standards, and signs will be replaced with signs that designate the road as a County Maintained Road.

B. Lesser County-Maintained Road. --- A Lesser County-Maintained Road is a road which has been accepted for limited County maintenance. Each Lesser County-Maintained Road shall be designated as such. Services on an unpaved Lesser County-Maintained Road shall be limited to a maximum of twice-annual motor grading, signage, limited snow removal contingent on the availability of labor and equipment, and limited repairs. A precise maintenance program will be established for each road upon acceptance into this designation, and this maintenance program shall be recorded in the resolution accepting the road.

C. Shared Maintenance.--- Maintenance of a Lesser Maintained County Road or a County-Maintained Road may be shared between the County and a private individual or individuals, a homeowners' association, a Public Improvement District, or a corporation, partnership, LLC or other entity. Shared maintenance must be documented in a binding written agreement or development agreement.

D. Non-County-Maintained Road. --- A Non-County-Maintained Road is a road which has *not* been accepted for County maintenance. A Non-County-Maintained Road may be a public road or a private road. Each Non-County-Maintained Road shall be designated as such. The County may install a County sign that indicates that a road which is Non-County-Maintained is not maintained beyond a certain point. Private roads and other roads that have not been accepted for County maintenance are Non-County-Maintained Roads for purposes of this paragraph. Non-County-Maintained roads shall; not be maintained by the County except in an emergency constituting an immediate threat to the public health, safety, welfare, or property, and then, only when a written agreement is executed wherein the County is fully reimbursed for the costs of the emergency work.

SECTION 7. RE-DESIGNATION. ---

A. Procedure. --- A road may be assigned to a different maintenance designation only by following the procedure set forth herein.

1. Initiating Re-designation. ---

a. Application Required.

i. Any person with a real property interest in a road or whose property abuts a road may apply for re-designation to a different maintenance status. The application shall be on a form prescribed by the Department of Public Works, an example of which is attached as Appendix A. Alternatively, a petition may be filed to establish a public highway pursuant to NMSA 1978 Section 67-5-20 (1905) (containing the names and signatures of all the owners of all the land through which said road passes through, along with a plat of the road along with an application). A request for re-designation may be initiated by the County, in which case no application or petition shall be necessary.

ii. As required by NMSA 1978, Section 67-5-5 (1905, as amended), an application to establish a new County-maintained road shall be accompanied by a petition signed by ten freeholders residing within two miles of the road right-of-way. The petition shall set forth a description of the road and set forth the points of terminus of the road.

iii. If several persons apply together for re-designation of a road, the persons shall select a person to serve as the representative during the application process. That person shall sign the application and will be the point of contact for purposes of discussions with staff.

iv. A copy of the most recent deeds or plats of lands encompassing the road shall be submitted along with the application.

v. If the application is filed by a person as opposed to the County, an application, investigation, and a viewing fee established by the Department of Public Works must accompany the application. Checks shall be made payable to the Santa Fe County Treasurer.

vi. If any parcel that abuts the road right-of-way has delinquent property taxes at the time application is made, the taxes must be brought current or the taxes must be challenged pursuant to the procedure set forth in New Mexico statutes, prior to the application being accepted for processing.

vii. The application must clearly identify any known waivers to the road standards application to the designation sought. For example,

if the road is not constructed to County road standards and a waiver is requested, the application must clearly state that a waiver is requested, why the waiver is being requested, and identify the standards for which a waiver is sought. In general, a waiver will only be considered if it is determined by staff and the Road Advisory Committee that an extreme health and safety issue exists.

2. Optional Pre-Application Meeting.--- Prior to filing the application, the applicant may meet with staff of the Department of Public Works, who will review the application for completeness and sufficiency.

3. Research and Inventory. --- Upon filing of the application and payment of the fee, the Department of Public Works shall conduct research into the ownership of the road for which re-designation is sought and conduct a traffic study to determine average daily trips (ADTs). If title work is required, the applicant shall reimburse the County for the costs of the title research. The Department shall conduct a public hearing on the proposed re-designation. The Department of Public Works shall also visit the site, measure the road, evaluate its condition, evaluate any drainage or other maintenance risks, determine the location of above-ground or underground utilities, conduct a traffic impact analysis, determine any driving hazards, determine the primary use of the road, and conduct any required testing.

4. Viewing.--- When a petition is received pursuant to NMSA 1978, Section 67-5-5 (1905, as amended), the Road Advisory Committee shall appoint three of its members as reviewers to view and mark out the road in question as described in NMSA 1978 Section 67--5-12 (1905), fix a time for the view, and cause notices to be posted in three public places along the road at least (5) five calendar days prior to the day fixed for the site inspection. No member of the Road Advisory Committee shall be appointed as a viewer who has any financial or familial interest (to the second degree) in the road in question. The viewers shall, pursuant to NMSA 1978, Section 67-5-10, assess damages and benefits that may accrue to the owner or owners of any of the lands over which the road may pass, and assess the proper cost of reclassifying such road. The viewers shall file a report of the inspection in the office of the County Clerk at least (10) ten calendar days prior to the next regular meeting of the Board of County Commissioners, signed by each of the viewers with a full statement of their proceedings, all pursuant to NMSA 1978 Section 67-5-14 (1905).

5. Design and Construction Standards. --- Each non-County-maintained road proposed to become a County-Maintained road shall meet the minimum design and construction standards established by the County at the time of application. This includes, but is not limited to, standards established by the Land Development Code and the Sustainable Land Development Code, as applicable, standards established by the Department of Public Works, and the Standard Specifications for Highway and Bridge Construction of the New Mexico Department of Transportation. Alternatively, if the road does not meet applicable standards at the time of application, the creation of a County Improvement District or Public Improvement District can be used to finance the work necessary to bring the road up to standards, as described in Section 10 below. Lesser

Maintained County Roads may deviate from the specifications but only so long as the minimum maintenance provided for a Lesser Maintained County Road (motor grading, signage, limited snow removal, and limited repairs) can be accomplished efficiently, but a Lesser Maintained County Road shall not under any circumstances deviate from safety requirements.

6. Prepare Report And Recommendations. --- Based on the study of the requested re-designation, the Road Advisory Committee shall prepare a report which addresses the condition of the road, its estimated annual maintenance cost, need for re-designation, availability of right-of-way, any unusual problems or conditions discovered during its research and inventory, and evaluate the road according to the criteria set forth in Section 7(A)(11), herein. The Road Advisory Committee shall indicate in the report whether its preliminary investigation indicates the request should be approved, modified, denied, or approved with conditions. A copy of the report shall be provided to the applicant and the Board of County Commissioners. If the report recommends the request be approved, preliminary approval shall be granted and the Department of Public Works may proceed with the approval process described below, except that any conditions imposed on the approval shall be completed before final approval is granted.

7. Timeline --- Upon receipt of a completed application, the Department of Public Works will research ownership of the properties on the road being requested for maintenance or re-designation within sixty (60) calendar days (any required title work may extend this timeframe). The Department of Public Works will conduct a public hearing for acceptance or re-designation within (30) thirty calendar days of completion of property ownership search. The Department of Public Works will complete its evaluation of the road within thirty (30) fifteen calendar days after the public hearing is held. The Road Advisory Committee will appoint (3) three of its members to review the road at its next scheduled meeting and conduct the onsite inspection within (10) calendar days of the date when the application is deemed complete. The report compiled by the Road Advisory Committee will be filed with the Santa Fe County Clerk's Office within (5) five calendar days of completion of the report. The Santa Fe County Board of County Commissioners will take action on the request at the next regularly scheduled Board of County Commission Meeting.

8. Acquire Right-Of-Way or Easement. ---

a. Grant of right-of-way. Each property owner with an ownership in a road which is proposed to be reclassified for County maintenance shall execute a Request for County Road Maintenance as County-Maintained Road and Grant of Right-of-Way or Easement, Appendix A, prior the application being deemed complete. The Request for County Road Maintenance as County-Maintained Road and Grant of Right-of-Way or Easement shall be properly filed and recorded with the County Clerk, but only after execution of the Resolution of Final Approval.

b. Government Property.--- Roads located on government property (federal, state, municipal, special districts) may be reclassified only where a license, right-of-entry, right-of-way, easement, or deed is provided and accepted by the County. Roads located on property held by the United States Government in trust for a Native American Pueblo may be maintained under a license or written agreement from the Tribe or Pueblo or under a lease from the Bureau of Indian Affairs, as appropriate.

c. Terms of Dedication.--- Each right-of-way or easement granted hereunder shall offer an unconditional dedication to Santa Fe County for maintenance and public use. The County may accept the dedication either contemporaneous with the dedication or subsequently, but is not obligated to accept the road for maintenance unless the provisions of this ordinance are satisfied.

d. Title insurance. --- If right-of-way in fee is acquired, at the time of transfer or closing, title insurance that shows clear title to the road may be required by the County and, if required, shall be provided by the applicants, in form acceptable to the County. Claims that dispute the ownership of the road shall be addressed prior to the County taking ownership.

e. Survey. --- At the time of transfer, a survey and plat of survey in a form acceptable to the County and prepared by a Registered New Mexico Land Surveyor meeting the Minimum Qualifications for Land Surveying in New Mexico, shall be required. If a new survey must be performed to meet this requirement, the costs of the survey shall be borne by the applicant.

9. Environmental Assessment. --- A Phase I Environmental Assessment shall be conducted on each road where reclassification to a County maintained classification from a non-County-maintained status is sought. The costs shall be borne by the applicant.

10. Identification of Funding.

a. Identification of Funds to Make Necessary Improvements. Funds for identified capital improvements or for usual and customary maintenance must be identified as set forth herein.

b. Funding Sources for Capital Improvements. A road that requires capital improvements prior to reclassification must be identified on the County's Capital Improvements Plan (CIP) and Infrastructure Capital Improvements Plan (ICIP), as appropriate. Revenue to fund projects identified on the CIP may come from the applicant(s), general revenue of the County, general obligations bonds, gross receipts revenue bonds, a development agreement, public improvement districts ("PIDs"), tax incentive districts ("TIDs"); County Assessment Districts, fees, assessments and taxes

and public and private utility rates, charges and fees, loans, incentives, funds and grants provided by regional providers and state and federal agencies.

10. Final Decision. --- Once the application is deemed complete by the Department of Public Works, a copy of the request for re-designation, report of the Road Advisory Committee, right-of-way documents, the report of the viewers, and the centerline survey map, shall be submitted to the Board of County Commissioners, who shall make the final decision. In considering a request, the Board of County Commissioners shall consider the re-designation standards set forth at Section 7(A)(11), herein. If the request is approved, the Board shall execute a Resolution of Approval, which shall include the number, composition, length, condition, location of the road, together with all information required by NMSA 1978 Section 67-5-17 as appropriate. If the road was previously a Non-County-Maintained Road and is becoming a either a Lesser County-Maintained or a County-Maintained Road, the Resolution of Approval shall order the road made open for travel and declared a public highway, and shall order copies of the Resolution of Approval posted at three public places along the line of said road, giving all parties (60) sixty calendar days notice of the commencement of County maintenance and public use. The Resolution of Approval, together with the report of the viewers, shall, pursuant to NMSA 1978, Section 67-5-16 (1905) be recorded in the office of the County Clerk.

11. Criteria.---

a. In General. The Board of County Commissioners, in its absolute and complete discretion, may direct changes in the designation of a road (e.g. from non-county-maintained, to lesser maintained, to jointly maintained, to fully maintained, or downward designation) from time to time or in response to an application filed pursuant to this policy, so long as the conditions of this policy have been met.

b. Disqualifying Factors to a Designation Change. A road shall not be re-designated for any County maintenance designation if maintenance is impossible, dangerous, or unreasonably costly, as determined by the Department of Public Works. Nor shall any road be re-designated for County maintenance if environmental problems exist.

c. Factors to be Considered. Factors that the Board will consider in making its decision are described below; staff will provide a detailed evaluation of these factors in a report that will be presented to the Board at the time it makes its decision. In general, an application will evaluate poorly if the road does not meet design and construction criteria at the time of acceptance and the applicant is unwilling or unable to improve the road as necessary or create or consent to a special funding mechanism to do so.

d. Technical Factors:

- i. Whether the road is designed and constructed to County standards as established herein;
- ii. Whether clear title to the road exists and whether title can and will be transferred to the County upon acceptance;
- iii. Whether past environmental contamination or past environmental contamination exists;
- iv. Whether the road exhibits any unusual maintenance characteristics;
- v. Whether a significant number of persons rely on the road for access and whether a minimum of 100 average daily trips (ADTs) are associated with the road;
- vi. Whether, if a minimum of 100 ADTs is not achieved as described in the previous paragraph, whether any of the following conditions exist:
 - a. Whether the roadway borders at least two separate property owners per one-half mile;
 - b. Whether the connects to at least one federal, state, county (fully maintained), or municipal road;
 - c. Whether a cost-benefit analysis is appropriate for submittal to the Road Advisory Committee given the use of the road;
- vi. Whether there is a high number of vehicle accidents and injuries or deaths associated with the road;
- vii. Whether the road is needed for emergency access;
- viii. Whether the road is presently classified as a school bus route or is expected to be so classified in the future;
- ix. Whether there exist dust problems or other public environmental health issues associated with the road;
- x. Whether there are drainage and flood hazards associated with the road;

- long-range planning documents;
- xi. Whether the road has been identified on County
 - xii. Whether damage or benefits may accrue to any person(s) as a result of the proposed re-designation;
 - xiii. Whether economic benefit will accrue from the proposed re-designation;
 - xiv. Whether an adequate easement or right-of-way exists for the road in question; and
 - xv. Whether utility corridors and utility/fixture relocation are needed on the proposed road that will not be provided absent re-designation.

e. Financial Factors ---

- i. If the road is deficient in design or construction, whether the applicant(s) intend to improve the road to County standards prior to acceptance;
- ii. If the road is deficient in design or construction, whether County or legislative funding will be used to construct the road, or whether the applicant(s) are willing to create a public improvement district (PID) pursuant to Resolution No. 2006-40 and the Public Improvement District Act, NMSA 1978, Section 5-11-1 through 5-11-27 (2001)(as amended), a County Improvement District pursuant to the County Improvement District Act, NMSA 1978, Sections 4-55A-1 through 4-55A-43 (1980)(as amended), or a Tax Increment District pursuant to the Tax Increment for Development Act, NMSA 1978 Section 5-15-1 through 5-15-28 (2006)(as amended).
- iii. If the road will require extraordinary maintenance, whether the applicant(s) are willing to create a County Maintenance District pursuant to NMSA 1978, Section 67-4-20 through 67-4-24 (1969)(as amended);
- iv. If the road is deficient in design or construction, whether the applicant(s) are willing to provide the necessary improvements or provide funding for improvements provided by the County with its own forces through the appropriate agreement;
- v. Whether the road exhibits any costly or unusual maintenance expenses; and
- vi. The costs of acquisition of right-of-way or other necessary property.

12. Signage, Maintenance Change, Map Entry. --- After execution of the Resolution of Approval, County staff shall indicate any re-designation on official Santa Fe County road maps and on other Santa Fe County official publications, make any necessary change in signage, and modify the maintenance schedule as necessary.

B. Exceptions. --- The re-designation procedure set forth herein for re-designation of County roads shall not apply to any road whose re-designation is mandated by a court of competent jurisdiction, where changes in designation are required by repair or construction work, or as a result of an emergency. The abandonment or vacation of County roads, which is governed by the standards and procedures set forth in NMSA 1978, Section 67-5-4 (1905, as amended), is described in Section 8 below. Re-designation to a lesser-maintained County road status from a County-maintained road status does not constitute abandonment or vacation, and such a re-designation may be accomplished through the procedures set forth herein.

C. Contingent Approval. --- The Board of County Commissioners may condition its approval of a classification change upon completion of improvements, funding of improvements or maintenance, or the execution of documents. Any such conditions shall be set forth in the Resolution of Approval. Conditional approval shall become void one (1) year from the date of the Resolution of Conditional Approval; if all conditions are not met within one year, the road shall automatically revert to its previous classification without further action. Where contingencies exist, the deed of right-of-way may contain the appropriate right of reverter to provide for retransfer of the lands granted after a reasonable time.

SECTION 8. ABANDONMENT OR VACATION.

A. Procedure. The Board of County Commissioners may determine that any road or part of road currently designated as lesser or fully County-maintained may no longer be needed, or that the repairs of the same may be burdensome and in excess of the benefits conferred. In this case, the Board of County Commissioners will follow the following procedure.

B. Viewing. At a regular meeting, the Board shall direct the Road Advisory Committee to appoint three of its members who meet the requirements described in NMSA 67-5-4 (1905, as amended) and section 7.A.4 of this ordinance to view such road or part of road. These members will evaluate the road or part of road against the criteria found in section 7.11.D and compile a report setting forth fully their findings.

C. Notice of Viewing. Any person with a real property interest in the road or whose property abuts the road will be notified of the evaluation by the Road Advisory Committee or Department of Public Works staff.

D. Report and Recommendations. The Road Advisory Committee report will be presented to the BCC at their next regular meeting. If the report recommends a discontinuance of such road or part of road, then the BCC may order the same vacated.

E. Maintenance Only. If the road or part of road is ordered vacated for maintenance purposes only, the Department of Public Works shall perform a final set of maintenance activities to the affected road and remove all applicable signage. Public access easements for the road are not vacated by this process and will remain intact.

APPENDIX A
SANTA FE COUNTY
REQUEST FOR COUNTY MAINTENANCE
AS A COUNTY-MAINTAINED ROAD
AND
GRANT OF RIGHT-OF-WAY OR EASEMENT

Road Name or No. _____

Request for County Road Maintenance.

The undersigned landowner requests that the above-referenced road be maintained by the Santa Fe County Department of Public Works as a (Check one):

- _____ County-Maintained Road
_____ Lesser County-Maintained Road
_____ Shared Maintained Road

Grant of Right-of-Way Easement.

The undersigned landowner hereby grants a permanent right-of-way easement along the existing roadway to Santa Fe County for the purpose of road maintenance. The easement shall be as wide as is reasonably necessary to move road machinery and equipment along or adjacent to the existing roadway without damage to presently existing fences or other structures, but in no event shall the width of the easement on either side of the roadway exceed _____ feet from the center line of the road.

WITNESS my (our) hand(s) and seal(s) this _____ day of _____, 20____.

LANDOWNER

LANDOWNER

(Name Printed)

(Name Printed)

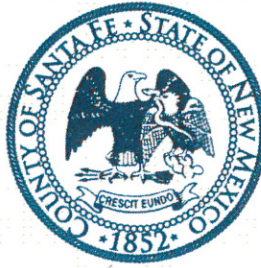
Signature

Signature

Daniel "Danny" Mayfield
Commissioner, District 1

Virginia Vigil
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathleen Holian
Commissioner, District 4

Elizabeth Stefanics
Commissioner District 5

Katherine Miller
County Manager

Date: November 1, 2012

To: Santa Fe Board of County Commissioners

From: Steven Brugger, Affordable Housing Administrator
Teresa Martinez, Finance Division Director

*SRS
J. J. J. J. J.*

Via: Robert Griego, Planning Manager
Penny Ellis-Green, Interim Growth Management Director

PEB

Re: Resolution 2012-xx – A Resolution Requesting a Budget Increase of \$74,000 to the Developers Fee Fund (231) to Budget Cash for Homebuyer Subsidies Secured by Affordable Notes and Mortgages for Three Homes to be Sold Under the Foreclosure Prevention Program.

Background and Summary

The County is selling five homes that had been purchased by the County Housing Authority under our Foreclosure Prevention Program and Policy. Two homes had been purchased since the BCC approved revisions to this Program and Policy. The revisions allow the Housing Authority to assume existing County Affordability Mortgages and Notes, rather than pay them off, and then assign these notes and mortgages to new income qualified homebuyers. This maintains long term affordability for these units and spares the Housing Authority from having to come up with excess cash at closing.

When the three other homes were purchased earlier by the Housing Authority, \$95,673 was used to pay off the notes and mortgages. This money was deposited into the Affordable Housing Program fund. Staff recommends that the County put \$74,000 of this money back into three County Affordability Mortgages and Notes which would be executed by the income qualified purchasers at the time of closing for each home. At closing, the County would bring cash for the subsidy, secured by the County Affordability Mortgage and Note which would be executed by the homebuyer.

This approach is acceptable to the Attorney's office, the Housing Authority and the Affordable Housing Administrator, and will greatly help staff to sell the homes, given that this level of subsidy, in combination with our downpayment assistance program, would allow loan to value to drop below 80%. Assuming that the downpayment assistance would be used solely for downpayment, rather than closing costs, and that no sales commission would be paid, effective prices after subsidy for these five homes would be approximately \$130,000, \$130,000, \$137,000, \$139,000 and \$167,000. These prices are affordable to our market of households with income under 80% of Area Median Income.

Staff Recommendation

Approve the resolution as presented.

SANTA FE COUNTY

RESOLUTION 2012 - _____

A RESOLUTION REQUESTING AUTHORIZATION TO MAKE THE BUDGET ADJUSTMENT DETAILED ON THIS FORM

Whereas, the Board of County Commissioners meeting in regular session on November 13, 2012, did request the following budget adjustment:

Department / Division: CMO/Finance for Growth Management/Affordable Housing Fund Name: Developers Fee Fund (231)

Budget Adjustment Type: Increase Fiscal Year: 2013 (July 1, 2012 - June 30, 2013)

BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/OBJECT XXXX	REVENUE NAME	INCREASE AMOUNT	DECREASE AMOUNT
231	0000	385	0400	Budgeted Cash	\$74,000	
TOTAL (if SUBTOTAL, check here)					\$74,000	

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/OBJECT XXXX	CATEGORY /LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
231	0515	471	7103	Foreclosure Prevention/Mortgage Assistance	\$74,000	
TOTAL (if SUBTOTAL, check here x)					\$74,000	

Requesting Department Approval: Carole Jaramillo Title: Budget Administrator Date: 11/13/12

Finance Department Approval: Carole Jaramillo Date: 11/11/12 Entered by: _____ Date: _____

County Manager Approval: [Signature] Date: 11.6.12 Updated by: _____ Date: _____

SANTA FE COUNTY
RESOLUTION 2012 - _____

BUDGET ADJUSTMENT CONTINUATION SHEET

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT: Name: Carole Jaramillo **Dept/Div:** CMO/Finance **Phone No.:** 986-6321

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):

1) Please summarize the request and its purpose.

This Resolution will increase the Developers' Fee Fund (231) to provide homebuyer subsidies secured by affordable mortgages for three homes to be sold under the foreclosure prevention program.

a) Employee Actions

Line Item	Action (Add/Delete Position, Reclass, Overtime)	Position Type (permanent, term)	Position Title

b) Professional Services (50-xx) and Capital Category (80-xx) detail:

Line Item	Detail (what specific things, contracts, or services are being added or deleted)	Amount

• 2) Is the budget action for RECURRING expense _____ or for NON-RECURRING (one-time only) expense X.

SANTA FE COUNTY

RESOLUTION 2012 - _____

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT:

Name: Carole Jaramillo Dept/Div: CMO/Finance Phone No.: 986-6321

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):

- 3) Does this request impact a revenue source? If so, please identify (i.e. General Fund, state funds, federal funds, etc.), and address the following:
 - a) If this is a state special appropriation, YES _____ NO x
If YES, cite statute and attach a copy.

Budgeted cash in the Indigent Hospital (GRT) Fund (220)

- b) Does this include state or federal funds? YES _____ NO x
If YES, please cite and attach a copy of statute, if a special appropriation, or include grant name, number, award date and amount, and attach a copy of a award letter and proposed budget.
- c) Is this request is a result of Commission action? YES _____ NO x
If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.).
- d) Please identify other funding sources used to match this request.

SANTA FE COUNTY

RESOLUTION 2012 - _____

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Santa Fe County that the Local Government Division of the Department of Finance and Administration is hereby requested to grant authority to adjust budgets as detailed above.

Approved, Adopted, and Passed This 13th Day of November, 2012.

Santa Fe Board of County Commissioners

Liz Stefanics, Chairperson

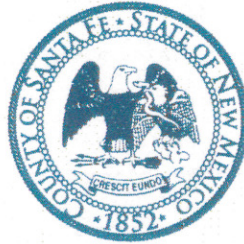
ATTEST:

Valerie Espinoza, County Clerk

Daniel "Danny" Mayfield
Commissioner, District 1

Virginia Vigil
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *October 18, 2012*

TO: *Board of County Commissioners*

FROM: *Adam Leigland, Public Works Director* *4/15/12*

VIA: *Katherine Miller, County Manager* *11.16.12*

ITEM AND ISSUE: *BCC Meeting November 13, 2012*

RESOLUTION 2012-___ A RESOLUTION ACCEPTING FIRE STATION ROAD, CALLE LOMITA AND A PORTION OF AVENIDA PONDEROSA FOR COUNTY MAINTENANCE. (TRANSPORTATION & SOLID WASTE/ADAM LEIGLAND)

BACKGROUND AND SUMMARY:

Several roads in the Glorieta area are situated on BNSF Railroad property and provide the only access to homes and the Santa Fe County Volunteer Fire Station. In 1995, BNSF sold a parcel of property that was situated on Avenida Ponderosa, a county maintained road. The purchaser of the property closed the road, which resulted in an inverse condemnation lawsuit against the County. The County lost the lawsuit and had to compensate the purchaser approximately \$27,500.

The County had been working with BNSF since 1991 to acquire legal access on these roads. In 2008 the NMDOT was in the process of acquiring the BNSF right-of-way property to extend the Rail Runner through this area, so staff started meeting with the NMDOT. The NMDOT terminated negotiations with BNSF for the right-of-way, so the County resumed the process with BNSF to acquire legal access. The County has finally obtained a license from BNSF that allows access, maintenance, repair and use of the BNSF property as public roadways. These roads must be adopted by the BCC to be placed on the County Road Map and List. Avenida Ponderosa is currently on the County Road list and has been maintained by the County for over 20 years. The County needs to formally accept the portion of Avenida Ponderosa on BNSF property even though it is within the limits the County had recognized as County maintained.

- **Fire Station Road,** beginning at the cattle guard at the end of the north bound off ramp at exit 299 of Interstate 25 and extending south to the end of the Santa Fe County Fire Department property, a distance of approximately 0.45 miles.

- *Calle Lomita*, beginning at the intersection with Avenida Ponderosa and extending south to the end of the BNSF property, a distance of approximately 0.15 miles.
- *Avenida Ponderosa*, beginning at the intersection with Fire Station Road and extending 250 feet across the rail road tracks and then 240 feet north to the end of the BNSF property, a distance of approximately 0.09 miles.

ACTION REQUESTED:

Public Works recommends the acceptance of these roads for County maintenance.

SANTA FE COUNTY

RESOLUTION NO. 2012 -

A RESOLUTION ACCEPTING FIRE STATION ROAD, CALLE LOMITA AND A PORTION OF AVENIDA PONDEROSA FOR COUNTY MAINTENANCE

WHEREAS, Santa Fe County (the County) encompasses a geographical area of approximately 2,000 square miles;

WHEREAS, the County is primarily rural with small areas of concentrated development;

WHEREAS, a comprehensive road system is a necessary and vital link between communities;

WHEREAS, there are an estimated 1,500 total miles of roads within the County;

WHEREAS, of the total miles, approximately 576 miles are recognized as County roads and maintained by the County;

WHEREAS, the County's goal is to provide the best services possible to County residents, within the available resources;

WHEREAS, Fire Station Road, Calle Lomita and Avenida Ponderosa are located within Santa Fe County;

WHEREAS, the County has been working with BNSF Railroad since 1991 to acquire legal access on these roads; and

WHEREAS, the County has obtained a license from BNSF that allows access, maintenance, repair and use of the public roadways and related surface improvements on BNSF property for the aforementioned roads.

NOW, THEREFORE, BE IT RESOLVED that the BCC, for the life of the license between Santa Fe County and BNSF dated October 12, 2012, accepts, for County maintenance those roads designated on Exhibit A to the License which roads are described below:

- **Fire Station Road**, beginning at the cattle guard at the end of the north bound off ramp at exit 299 of Interstate 25 and extending south to the end of the Santa Fe County Fire Department property, a distance of approximately 0.45 miles;

- **Calle Lomita**, beginning at the intersection with Avenida Ponderosa and extending south to the end of the BNSF property, a distance of approximately 0.15 miles;
- **Avenida Ponderosa**, beginning at the intersection with Fire Station Road and extending 250 feet across the rail road tracks and then 240 feet north to the end of the BNSF property, a distance of approximately 0.09 miles.

PASSED, APPROVED, and ADOPTED THIS _____ DAY OF _____,
2012.

BOARD OF COUNTY COMMISSIONERS

Liz Stefanics, Chair

Attest:

Valerie Espinoza, County Clerk

Approved as to form:

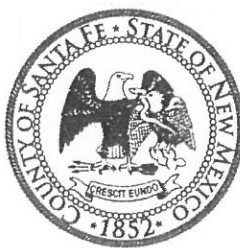


Stephen Ross, County Attorney

Daniel "Danny" Mayfield
Commissioner, District 1

Virginia Vigil
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3




Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

To: Board of County Commissioners

From: Bernadette Salazar, Human Resources Director 

Date: November 1, 2012

RE: Request approval of the 2013 Santa Fe County Employee Calendar

BACKGROUND AND SUMMARY:

The annual employee calendar delineates pay period ending dates, pay days and observed holidays. The Board of County Commissioners considers approval of the resolution authorizing legal holidays, closing of County offices and the Employee Calendar annually.

ACTION REQUESTED:

The Human Resources Division is requesting approval of the attached resolution and the 2013 Santa Fe County Employee Calendar.

Attachments:

- 1) Resolution authorizing legal holidays, closing of County Offices, and Employee Calendar for calendar year 2013
- 2) Santa Fe County Employee Calendar

SANTA FE COUNTY

Resolution No. 2012-

AUTHORIZING LEGAL HOLIDAYS AND CLOSING OF COUNTY OFFICES FOR CALENDAR YEAR 2013

WHEREAS, the Board of County Commissioners proposes to allow certain legal holidays to be observed as non-working days for employees of Santa Fe County; and

WHEREAS, it is incumbent upon all employees to be allowed the opportunity to celebrate these historic events.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Santa Fe County that the following dates shall be observed as legal holidays and non-working days by the employees of Santa Fe County. Firefighters on the 207K partial exemption of the Fair Labor Standards Act (FLSA) will observe holidays on the actual holiday.

<u>Holiday/Event</u>	<u>Actual Holiday</u>	<u>Observed Holiday</u>
New Year's Day	Tuesday, January 1, 2013	Tuesday, January 1, 2013
Martin Luther King, Jr.'s Day	Monday, January 21, 2013	Monday, January 21, 2013
President's Day	Monday, February 18, 2013	Friday, November 29, 2013
Memorial Day	Monday, May 27, 2013	Monday, May 27, 2013
Independence Day	Thursday, July 4, 2013	Thursday, July 4, 2013
Labor Day	Monday, September 2, 2013	Monday, September 2, 2013
Columbus Day	Monday, October 14, 2013	Monday, October 14, 2013
Veteran's Day	Monday, November 11, 2013	Monday, November 11, 2013
Thanksgiving Day	Thursday, November 28, 2013	Thursday, November 28, 2013
Christmas Day	Wednesday, December 25, 2013	Wednesday, December 25, 2013

BOARD OF COUNTY COMMISSIONERS

Commissioner Liz Stefanics, Chairperson

ATTEST:

Valerie L. Espinoza, County Clerk

Approved as to form:

Stephen Ross, County Attorney



Santa Fe County Employee Calendar 2013



JANUARY						
S	M	T	W	T	F	S
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6	7	8	9	10	11	12
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FEBRUARY						
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29	30					

OCTOBER						
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DECEMBER						
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Approved :

Pay Period Ending

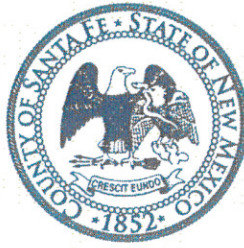
Pay Day

Observed Holiday

Daniel "Danny" Mayfield
Commissioner, District 1

Virginia Vigil
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3




Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

To: Santa Fe County Board of County Commissioners

From: Bernadette Salazar, Human Resources Director 

Date: November 5, 2012

Re: Request approval of the Collective Bargaining Agreement between Santa Fe County and the Santa Fe County Firefighter's Association, Local 4366, International Association of Firefighters

BACKGROUND AND SUMMARY

The Santa Fe County Management Team and the Santa Fe County Firefighter's Association, Local 4366, International Association of Firefighters (IAFF) have been negotiating the collective bargaining agreement since May 11, 2011. The parties have mutually agreed upon the entire contract and it has been ratified by the membership of the Union. Many of the changes within the new Agreement include language clarification.

Some of the highlighted changes are the grievance procedure now allows for mediation before arbitration, and language was added to the health and safety article that prohibits hazing and teasing. In regards to economic items, both parties worked diligently to come to mutual agreement on what will add efficiencies and effectiveness to the daily operations of the Fire Department while acknowledging fiscal challenges we face.

With regards to leave accrual, a new tier was added to include employees who have more than ten (10) years of continuous service with the department. These employees will receive an additional 0.0042 hours per hour worked which is equivalent to approximately eight (8) hours per year for employees who work forty (40) hours per week and approximately twelve (12) hours per year for employees who work one-hundred and six (106) hours per week. The parties also agreed to an additional two (2) hours of annual leave per year, however this did not result in a budget impact due to the union agreeing to absorb 100% of the cost for disability insurance. An additional personal holiday was also agreed upon for calendar year 2013.

In regards to wages, the parties agreed that employees shall receive up to four \$125.00 temporary salary adjustments as retention incentives. Each temporary pay increase shall be paid over four pay periods, and will begin the pay day of December 7, 2012. Union employees will also receive one \$150.00 temporary salary adjustment as a retention incentive and will be paid the pay day of July 19, 2013. The parties also agreed to a 1% cost of living adjustment effective the first full pay period in January 2013.

ACTION REQUESTED

Approval of the Collective Bargaining Agreement between the County of Santa Fe and the Santa Fe County Firefighter's Association Local 4366, International Association of Firefighters effective November 13, 2012 to August 30, 2015.

Thank you for your consideration.

Attachment:

Collective Bargaining Agreement between the County of Santa Fe and the Santa Fe County Firefighter's Association Local 4366, International Association of Firefighters (November 13, 2012- August 30, 2015)

**Agreement Between Santa Fe County
and the
Santa Fe County Firefighters Association, Local
4366, International Association of Firefighters
November 13, 2012-August 30, 2015**

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ARTICLE 1 AGREEMENT AND RECOGNITION

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").

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.

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, and Fire Protections Specialists I and II. 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’s Bargaining Act.

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 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. Employees covered by this agreement shall be entitled to have a Union representative present during any meeting concerning disciplinary action. The Union representative may not speak for the employee in such meetings.
 - 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. Employees and the Union shall be entitled to all the rights and benefits specifically delineated in this Agreement.

ARTICLE 3 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 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 submitted on behalf of the County shall be initiated by the Fire Chief 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.
- 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 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.
- 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 an attorney at any step of the grievance or arbitration procedure.
- K. Grievances shall be presented as outlined below:

Informal –A grievant is encouraged to resolve a potential grievance informally within the ten (10) day time limit to file 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 file a written grievance with the employee's immediate supervisor or the supervisor above the level at which the grievance occurred that a potential grievance exists and 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.

Step Two – Within ten (10) days of the filing of the grievance at Step One, the written grievance must be filed with 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 should be held within five (5) days following receipt 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 Chiefs or designee'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 Fire Chief or designee 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.

Step One- The County shall file a written grievance to the Union President requesting resolution at the LMRC. If the matter is not resolved to the satisfaction of the county within ten (10) days of the filing of the grievance, the County may proceed to Step Two.

Step Two-The Union and the County will agree to mediation with the Federal Mediation and Conciliation Services. If resolution is not reached, the County may file a request for Arbitration to the Public Employees Bargaining Act.

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.
 - 1. Prior to an appeal to binding arbitration the procedure for the settlement of the grievance, Article IX, 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 at Step Three 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 regional 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 initiating arbitration shall strike the first name from the FMCS list of arbitrators.
- C. An arbitrator may conduct pre-hearing conferences telephonically with the parties, to include motions for discovery, scheduling of exchange of exhibit and witness lists, and other pre-hearing items. The arbitration will be held in Santa Fe County. The parties may request the arbitrator hold the arbitration hearing within thirty (30) days of notification of selection of the arbitrator, if possible, subject to discovery timelines.
- 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 arbitration. The arbitrator shall be the judge of the relevancy of the evidence offered. Legal rules of evidence shall not strictly apply.
- F. 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. The arbitrator may require the parties to place in escrow two thousand dollars (\$2000)

each to be applied to the arbitrator's fees, expenses, and costs. If the fees, expenses, and costs exceed the amount in escrow, the parties will share the additional fees, expenses, and costs equally. If the fees, expenses, and costs are less than the amount in escrow, the unused escrow funds shall be divided evenly between the parties.

- G. 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.
- H. 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.
- I. The Arbitration Award shall be considered an award issued under the provisions of the State's Uniform Arbitration Act.
- J. 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. 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 department's standards manual. 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. 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.
- C. The County's policy, as a general rule, is that discipline is progressive in nature, beginning with the least severe action necessary to correct the undesirable situation, and increasing in severity if the condition is not corrected. However, instances might occur when a disciplinary action, including dismissal, is appropriate without first having imposed a less severe form of discipline. The circumstances surrounding an offense, such as the severity of the misconduct, the number of times it has occurred, and any previous counseling, and the employee's disciplinary history, will suggest what action should be taken. The conduct

at issue in a prior discipline need not be similar to the conduct involved in a subsequent discipline to serve as the basis for progressive discipline.

D. 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 County will make an effort to hand-deliver any documentation or correspondence related to the disciplinary process including, but not limited to disciplinary action forms, memos, documents and correspondence; and will be considered served immediately upon delivery. In cases where hand delivery is not practical, such materials will be mailed priority, certified return receipt requested and will be considered served on first date of attempted delivery by the U.S. Postal Service.

E. Cause for disciplinary actions 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/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 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 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.

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

- F. The County may initiate an investigation of an employee. 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. An employee may be placed on leave with pay during an investigation and will remain available to report to the County during the employee's normal work hours. 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 if an investigation will take longer than forty-five (45) calendar days. An employee will be notified in writing of the outcome of the investigation and any disciplinary action being contemplated.

Disciplinary actions include oral reprimands, 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:

ORAL REPRIMAND: Used to correct infractions in performance as determined applicable 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.

WRITTEN REPRIMAND: Used to correct infractions in performance as determined applicable 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 twelve (12) months, provided

no other disciplinary action has been commenced against the employee either related or unrelated during the twelve (12) month period.

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 provided no other disciplinary action has been commenced against the employee either related or unrelated during the five (5) year period. Oral reprimands are not included.

DEMOTION: A demotion will be documented in writing in the employee's official HR file and a copy given to the employee.

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 both the employee and his/her Union representative and the County.

- 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 to the employee within (15) fifteen working days of becoming aware of the incident that describes the basis for the proposed action, or within fifteen (15) working days of completion of an investigation. A copy of the notification of proposed disciplinary action shall be submitted simultaneously to the Human Resources Division. The Notice of Proposed Disciplinary Action will describe the conduct, actions, or omissions that form the basis for the proposed disciplinary action, give a general explanation of what evidence the County has.
- H. A pre-determination meeting will be provided to employees who have been served with a Notice of Proposed Disciplinary Action. The purpose of the predetermination meeting 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 decision, and determination of whether there are reasonable grounds to believe that the charges against the employee are true and support the proposed action. The pre-determination meeting shall be held within fifteen (15) days of the confirmed delivery of the pre-determination notice unless otherwise agreed upon by both parties. The employee has the right to have a Union representative of his or her choice during the meeting. The pre-determination meeting shall be recorded by use of an electronic recorder. The employee's immediate supervisor, Fire Chief or designee, and a representative from Human Resources division shall be present at the pre-determination meeting. Within five (5) working days following the pre-determination meeting, the employee will be given written notice of any disciplinary action imposed and approved by the Fire Chief.
- I. Following the pre-determination hearing, within five (5) working days the Department Director shall submit his or her recommendation to the Human Resources Director. The decision on disciplinary action following the predetermination hearing shall be made in writing by the Human Resources Director or designee and hand-delivered to the employee

if the employee is not on leave within seven (7) working days or post-marked within seven (7) working days of the predetermination hearing. The decision shall specify whether the proposed disciplinary action will be upheld, reduced or eliminated. The decision shall describe the conduct, actions or omissions that form the basis for the disciplinary action and shall specify when the disciplinary action will be effective.

- J. If the bargaining unit employee or past employee wishes to appeal the disciplinary outcome of suspension, demotion or termination, he or she shall submit a written appeal to the County Manager within five (5) working days from the date he or she was served with the decision on the disciplinary outcome. The County Manager will review all pertinent information and will either confirm, modify, or reject the disciplinary action. The County Manager may request additional information or documentation before rendering a decision. The County Manager will render a decision within seven (7) working days from the date of receipt of the appeal.

ARTICLE 6 LABOR MANAGEMENT COMMITTEE

- A. The purpose of the Labor Management Committee (LMC) is to address issues that will arise as a result of the unprecedented growth anticipated during the period of this agreement. The LMC is hereby formed to discuss issues of concern, clarify the intent of articles in the Agreement, discuss health and safety issues, and communicate any agreements to the members of the Fire Department. 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. 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, on the first Wednesday of the quarter, unless a meeting is unnecessary. Either party may request additional meetings by developing an agenda at least ten (10) business days prior to the date of the proposed meeting and delivering to the other party. 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. Bargaining unit employees serving on the LMC will be compensated at the employee's regular hourly rate of pay for up to four (4) hours for one meeting per quarter as well as for non-quarterly meetings requested by the County. Bargaining unit employees serving on LMC may attend the second and fourth quarter meetings and meetings called by the Union on the employee's own time or may utilize accrued annual leave.
- D. If the LMC is unable to reach on any proposed changes to rules, regulations, or policies, the County reserves the right to implement the proposed changes.

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 thirty (30) 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. Hazing and teasing can lead to health and safety issues and therefore will not be tolerated.

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
 - a) County 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 adopted by the Board of County Commissioners or County Manager. Revisions to the HR Handbook addressing issues governed by PEBA will be discussed with the LMC 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. If there are any conflicts between the Santa Fe County Fire Department Standards Manual and the HR Handbook, those items will be brought forward to the LMC.

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 amount 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 Department.
- 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 request to be placed on leave without pay which leave can be granted at the discretion of the Fire Chief. Leave without pay greater than one (1) full pay period may only be authorized by the Fire Chief upon recommendation of the Human Resources Director. 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 will be granted in accordance with 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 Department 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. Application Process:

1. Following the closing date for acceptance of applications, all applications shall be reviewed by the Human Resources Department for verification that the applicant has met minimum qualifications.
2. The Human Resources Department shall notify all applicants if they fail to meet the eligibility requirements.
3. A written test may be administered and may include multiple choice questions, essays, or other material.
4. The minimum passing score shall be eighty percent (80%). This score shall have a total weight of twenty percent (20%).
5. The practical skills test shall be developed, administered, and scored by the Training Division under the supervision of the Human Resources Department. The Union may provide input on these matters through 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 skills shall be assessed on a five (5) point scale with one (1) being acceptable and five (5) being ideal. The total points shall have a total weight of forty percent (40%). The minimum passing score shall be (80%).
6. The interview will consist of ten (10) questions/scenarios by the interview panel and approved by the Human Resources department. The interview will account for fifteen percent (15%) of the final score.
7. A final interview with the Fire Chief will be conducted. The Fire Chiefs interview of the candidate will account for twenty-five percent (25%) of the final score.

E. Promotional List: Each promotional list shall be ranked based on selection process results with the highest result listed first. The list will be posted at the Administration building listing the candidates without listing the actual score within fifteen (15) business days of the Chiefs interview. An employee may request in writing to be provided a copy of the employee's 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.

F. Engineer: the following qualifications and criteria will be applied for promotions to the position of engineer:

1. Minimum two (2) years of experience with Santa Fe County Fire Department in a paid firefighting position;
2. IFSAC Firefighter II or equivalent;

3. Completion of training provided by the department in Coaching the Emergency Vehicle Operator, Incident Command, and Pump Operations or equivalent as determined by the Fire Chief;
 4. A skill test meant to evaluate the applicant's aptitude for job related tasks;
 5. Scoring as set forth in this article, above,
- G. Lieutenant: the following qualifications and criteria will be applied for promotions to the position of lieutenant:
1. Minimum three (3) years of experience with Santa Fe County Fire Department in a paid firefighting position;
 2. IFSAC Firefighter II or equivalent;
 3. 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;
 4. The Union may provide input on these matters through Labor Management Committee, if requested.
 5. A skill test meant to evaluate the applicant's aptitude for job related tasks.
 6. Scoring as set forth in this article above.

ARTICLE 12 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. Santa Fe County Fire Department paid staff operates 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 voluntary 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.
- 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 immediate supervisor and Fire Administration 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 and Training Divisions will be from 8:00AM to 5:00PM with a one (1) hour lunch, Monday through Friday. Fire Prevention and Training Division bargaining unit employees follow the County observed holiday schedule.
- H. Prevention and Training 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.

ARTICLE 13 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. Overtime will be offered to bargaining unit employees first prior to being offered to PRN individuals. 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 14 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 15 TRAINING

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.

EMS:

1. The Fire Chief may determine when training for EMT-I and Paramedic will be offered and 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.

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.

Fire/Rescue Training: The County will provide monthly on duty fire/rescue trainings as determined by the Chief or his/her designee.

Officer Training: The County will provide officer trainings as deemed necessary by the Chief.

The County will pay Bargaining Unit members to attend any mandatory training outside their on duty trainings.

Training Definitions:

- a. 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.
- b. Voluntary Training: is training a bargaining unit member attends at his/her discretion, with approval from the Chief or his/her designee. Volunteer training is not compensable.
- c. Out of Town Training: Bargaining Unit members will follow current County policy regarding travel for mandatory training.
- d. 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.

ARTICLE 16 PHYSICAL FITNESS PROGRAM

- A. Participation in a physical fitness program as established by the Fire Chief, or his designee, shall be mandatory. The Fire Chief, or his designee, and the Union President shall meet annually to evaluate the program. The intent of the program is 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 17 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 credit by the number of months they are in their current grade from their effective start date plus half credit seniority they have served as a full-time employee with the County's Fire Department in previous grades.
- 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.

ARTICLE 18 LIGHT DUTY

Bargaining Unit employees who are determined to temporarily be unable to perform the duties of the position, by a qualified physician, due to a condition resulting off-duty, including pregnancy, may request to be placed on Light Duty by submitting a request in writing to the Fire Chief. If light duty is not available within the Fire Department, the employees may request light duty within the County in accordance with County policy. If the County has an available light duty position, the County may offer a position to the employee for which the employee is qualified to perform. After receiving the qualified physician's certification for light duty, the County will determine its ability to accommodate the request for light duty. The unavailability of a light duty position or the cessation of light duty by the County is not grievable.

ARTICLE 19 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. Take home vehicles shall be provided for the following:
 - B. 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;
 - C. To provide fire training to District volunteers after scheduled work hours and/or weekends as approved by the Fire Chief or designee;
 - D. To travel as required for meetings, public information/training events, mutual aid requests, and large-scale emergencies.

ARTICLE 20 CALLS 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, with a guaranteed minimum of one (1) hour. Time worked on call back will be considered actual hours worked for the purpose of computing overtime.

ARTICLE 21 OUTSIDE EMPLOYMENT

Bargaining Unit Employees should consider their employment with the County as their primary employment. Employees engaging in outside employment shall inform the Fire Chief in writing of the type, and location of their secondary employment. The employee will consider hours of work keeping in mind safety as a concern and the effect on fellow employees and the public. An employee will not engage in secondary employment which may raise a question as to moral turpitude.

ARTICLE 22 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. 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.
- D. 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 23 INSURANCE

- A. The County shall offer to members of the bargaining unit and their eligible dependents medical, life, dental and optical insurance, and premiums shall be paid according to the below listed percentages:

	<u>County's Contribution</u>	<u>Union Employee's Contribution</u>
<u>Union Employees who earn less than \$30,000 annually</u>	<u>70%</u>	<u>30%</u>
<u>Union Employees who earn \$30,000 or more annually</u>	<u>63%</u>	<u>37%</u>

- B. Percentages may be revised to comply with state law.
- C. All medical, life, dental, and optical benefits shall be maintained for the life of this Agreement.
- D. The County agrees to provide payroll deductions for any additional accidental death and dismemberment, or supplemental health insurance approved by the County Manager for which the premium will be paid entirely by the bargaining unit employee.
- E. Bargaining unit employees will pay 100% of disability insurance offered by the County.

ARTICLE 24 RETIREMENT

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

ARTICLE 25 HOLIDAY

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
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Christmas Day	December 25 th

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.

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.

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.

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 26 ANNUAL LEAVE

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. Annual leave shall not be granted in advance of accrual.

Annual Leave Accrual Schedule

Years of Eligible Service	Annual Hours Accrued per Hour of Work
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

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 27 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 an employee is absent from work for three 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 statement from a physician for each day sick leave is claimed. Failure to submit a physician's certificate 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.

ARTICLE 28 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 last 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 29 WAGES

Union employees shall receive up to four \$125.00 temporary salary adjustments as retention incentives. Each temporary pay increase shall be paid over four pay periods. The four \$125 dollar temporary salary adjustments as retention incentives will begin the pay day of December 7, 2012. Union employees shall receive one \$150.00 temporary salary adjustment as a retention incentive. The temporary pay increase shall be paid for the pay day of July 19, 2013.

Bargaining unit employees shall also receive a 1% cost of living adjustment effective the first full pay period in January 2013. The next wage re-opener will occur no earlier than August 30, 2013. Union employees shall also receive one (1) personal holiday for a total of two personal holidays for calendar year 2013. The additional personal holiday shall be used by December 13, 2013.

ARTICLE 30 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.

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

ARTICLE 31 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 for three years after approval-with the exception of one (1) non-economic issue, which will be opened for negotiation during the second year of this agreement. 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 later than August 2015.

SIGNATORIES OF THE PARTIES

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

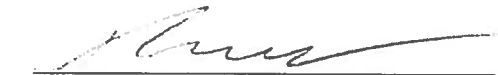
Thomas Jimenez, President
Santa Fe County Fire Fighter's Association

Elizabeth Stefanics, Chairperson
Board of County Commissioners
County of Santa Fe, New Mexico

Attest:

Approved as to form:

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



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

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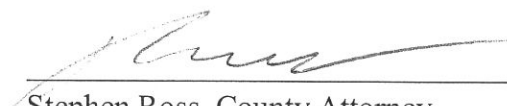
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County of Santa Fe, New Mexico

