



AGENDA

REGULAR MEETING OF
THE QUALITY OF LIFE
COMMITTEE
JUNE 01, 2022
5:00 PM
COUNCIL CHAMBERS
CITY HALL
201 LINCOLN AVENUE

PROCEDURES FOR QUALITY OF LIFE COMMITTEE MEETING

Viewing: Members of the public may stream the meeting live on the City of Santa Fe's YouTube channel at <https://www.youtube.com/user/cityofsantafe>. The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers.

Written Public Comment: Members of the public may submit written comments on legislation by clicking on the comment bubble to the right of the meeting on the public portal at <https://santafe.primegov.com/public/portal> three hours prior to the start of the meeting.

The agenda and packet for the meeting will be posted at <https://santafe.primegov.com/public/portal>.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF CONSENT AGENDA**
5. **APPROVAL OF MINUTES**
 - a. Approval of Minutes from the May 18, 2022 Quality of Life Committee Meeting
6. **PRESENTATIONS**
 - a. Findings and Recommendations from the City of Santa Fe Violence Prevention Research and Development Process (Julie Sanchez, Youth and Family Services Division Director; jjandez@santafenm.gov and Sophie Andar, EdD, CHES, Independent Consultant)



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- b. Sanctioned Camping in Santa Fe: Recommendations and Solution (Kyra Ochoa, Director of Community Health and Safety: kbrochoa@santafenm.gov, 505-955-6603; Julie Sanchez, Youth and Family Services Division Director: jjsanchez@santafenm.gov, 505-955-6678; Anna Cale, Program Manager in Youth and Family Services: axcale@santafenm.gov, 505-955-6236)

7. ACTION ITEMS: CONSENT

- a. Request for Approval of an Easement Agreement with North Central Regional Transit District (NCRTD) for the Re-Construction, Maintenance and Use of Bus Stop 470 Located at Fort Marcy Ball Park Field Parking. (James Garduno, Facilities Division Project Administrator: jdgarduno@santafenm.gov, 505-795-2436)

Committee Review:

Public Works Committee: 05/23/2022

Quality of Life Committee: 06/01/2022

Governing Body: 06/08/2022

- b. CONSIDERATION OF BILL NO. 2022-___. (Councilor Romero-Wirth and Councilor Cassutt)

An Ordinance Relating to the City of Santa Fe Uniform Traffic Ordinance (“UTO”); Amending Section 7 of Schedule A to Prohibit the Municipal Court From Notifying the Motor Vehicle Division of the State of New Mexico When a Person Fails to Pay a Penalty Assessment Within the Required Period of Time. (Kyle Hibner, City Prosecutor: kjhibner@santafenm.gov, 955-5195)

Committee Review:

Governing Body (Introduced): 05/11/2022

Governing Body (Public Comment): 05/25/2022

Quality of Life Committee: 06/01/2022

Governing Body (Public Hearing): 06/29/2022

- c. CONSIDERATION OF RESOLUTION NO. 2022-___. (Councilor Rivera, Councilor Romero-Wirth, Councilwoman Villarreal, Councilor Cassutt)

A Resolution Proclaiming Severe or Extreme Drought Conditions Exist in the City of Santa Fe; Imposing Fire Restrictions From June 11, 2022, to July 10, 2022; Banning the Sale or Use of Fireworks Within the City of Santa Fe; and



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Prohibiting Other Fire Hazard Activities. (Geronimo Griego, Fire Marshal: ggriego@santafenm.gov, 505-955-3317)

Committee Review:

Governing Body (Introduced): 05/25/2022

Quality of Life Committee: 06/01/2022

Governing Body (Public Hearing): 06/08/2022

- d. Request for Approval of the Collective Bargaining Agreement between the City of Santa Fe and the Santa Fe Police Officers Association for FY23 in the Amount of \$2,251,013 for Sworn and Civilian Bargaining Unit Employees.
(Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040)

Committee Review:

Finance Committee: 05/31/2022

Quality of Life Committee: 06/01/2022

Governing Body: 06/08/2022

- e. CONSIDERATION OF RESOLUTION NO. 2022-___. (Councilor M. Garcia and Councilor L. Garcia)
A Resolution Specifying that the Down Payment Assistance Program Included in the FYE 23 Budget Be Available to All Full-Time City Employees.
(Bernadette Salazar, Human Resources Department Director: bjsalazar@santafenm.gov, 955-6591)

Committee Review:

Governing Body (Introduced): 05/25/2022

Quality of Life Committee: 06/01/2022

Finance Committee: 06/20/22

Governing Body: 06/29/2022

8. **MATTERS FROM STAFF**
9. **MATTERS FROM THE COMMITTEE**
10. **MATTERS FROM THE CHAIR**
11. **NEXT MEETING: Wednesday, June 15, 2022**



City of Santa Fe

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12. **ADJOURN**

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6521, five (5) working days prior to meeting date.



MINUTES

REGULAR MEETING OF
THE QUALITY OF LIFE
COMMITTEE
MAY 18, 2022
5:00 PM
VIRTUAL MEETING

1. **CALL TO ORDER**
2. **ROLL CALL**

Members Present:

Members Excused:

Councilor Jamie Cassutt
Councilor Michael Garcia
Councilor Renee Villarreal
Member Lee Garcia
Member Amanda Chavez

Others Attending:

None

3. **APPROVAL OF AGENDA**
4. **APPROVAL OF CONSENT AGENDA**
5. **APPROVAL OF MINUTES**
 - a. Approval of Minutes from the May 4, 2022 Quality of Life Committee Meeting

6. **ACTION ITEMS: CONSENT**

- a. CONSIDERATION OF RESOLUTION NO. 2022-____. (Councilor Rivera, Councilor Chavez, Councilor M. Garcia, Councilor Lindell, Councilor Cassutt, and Councilor Romero-Wirth)
A Resolution Allocating Three and a Quarter Acre Feet of Available Water from the City's Existing Water Supply to the Southside Teen Center.
(Therese Martinez, Project Administrator: tmartinez@santafenm.gov, 955-5937; John Dillon, Project Administrator: jcdillon@santafenm.gov, 955-5936)

Committee Review:

Governing Body (Introduced): 04/27/2022
Public Works and Utilities Committee: 05/09/2022
Finance Committee: 05/16/2022



City of Santa Fe

MINUTES

REGULAR MEETING OF
THE QUALITY OF LIFE
COMMITTEE
MAY 18, 2022
5:00 PM
VIRTUAL MEETING

Quality of Life Committee: 05/18/2022
Governing Body: 05/25/2022

7. **MATTERS FROM STAFF**
8. **MATTERS FROM THE COMMITTEE**
9. **MATTERS FROM THE CHAIR**
10. **NEXT MEETING: June 01 2022**
11. **ADJOURN**

Liaison

Chair

Nine Strategies to Guide Efforts to Reduce Youth Gun Violence

Jesse Jannetta, Rod Martinez, Paige Thompson, Janine M. Zweig, Lily Robin, Leigh Courtney, Lindsey Cramer, Storm Ervin, Andreea Matei, and Krista White

RECOGNIZING INEQUITIES IN EXPERIENCES WITH VIOLENCE AND ENFORCEMENT

Large geographic, socioeconomic, and racial inequities exist in who is [most at risk of being a victim of or perpetrating gun violence](#). For instance, Black Americans are 10 times more likely than white Americans to be victims of gun homicides.

Alongside the unequally distributed harm of gun violence is [the unequally distributed burden of police and justice system enforcement](#).

These factors contribute to very [high levels of mistrust of police and other justice system actors](#) in communities where crime and violence are most concentrated.

An effective community safety infrastructure must recognize these inequities to [develop mutually respectful working relationships between the government and community members](#).

Gun violence, including that perpetrated by young people, is a pernicious problem for many communities, particularly those facing historically high levels of concentrated disadvantage and disinvestment. To effectively address youth gun violence and establish and maintain peace, communities need stable safety infrastructures and effective interventions.

We developed a research-based practice guide to help local governments, law enforcement agencies, and antiviolence organizations determine how to shape their approaches to reducing gun violence perpetrated by young people ages 10 to 25 in gangs or groups. Here, we summarize the guide's recommendations on how to develop effective interventions and build a broader safety infrastructure that supports the success of different partners working to protect young people and communities from gun violence.

HOW TO BUILD ANTIVIOLENCE INFRASTRUCTURE

1. Formalize the government's role in coordinating antiviolence work. Local governments have an important role in funding, coordinating, and supporting antiviolence work, even though much of that work is done by nongovernment organizations. Robust antiviolence collaboration requires partners with varied toolkits, and local governments are best positioned to situate elements of those toolkits within overall strategies.

2. Fund and support a robust community-based antiviolence strategy. Executing such a strategy requires investing in the people and organizations that do antiviolence work, just as all levels of government have invested in traditional justice agencies and professionals. This means providing adequate funding and building broad and sustained antiviolence partnerships.

3. Engage the community to establish and maintain peace. The community is an essential partner and can provide powerful resources for reducing violence and keeping the peace. Because the social dynamics driving gun violence vary in different communities, interventions require community-specific cultural buy-in and local knowledge.

4. Calibrate the relationship between law enforcement and community violence interventions.

The justice system has tremendous power to facilitate or impede non-law enforcement antiviolence work, and police are a significant presence in communities where gun violence is prevalent. This makes it important to secure their support and partnership in interventions without losing the trust of people who mistrust them.

5. Collect and share data to refine practices and assess effectiveness.

Antiviolence intervention stakeholders need to collect and report data to ensure antiviolence work is done well, to make changes when needed, and to build and sustain efforts. This requires investing in data and analysis capacity and committing to use data to inform decisions.

HOW TO DEVELOP EFFECTIVE PROGRAMS AND INTERVENTIONS

6. Assess the problem to focus attention and resources. Youth gun and gang/group violence dynamics vary from place to place, so doing an up-front analysis to determine local risk dynamics, needs, and resources—and tailoring interventions to local conditions—is critical to success.

7. Build positive relationships with young people at high risk of gun and gang/group violence. The fact that a relatively small number of people are at the highest risk of perpetrating or being victimized by youth gun and gang/group violence creates an opportunity to prevent that violence by engaging with them directly (using credible messengers) in a way that builds trust with and supports them.

8. Interrupt and mediate conflicts. Because a large share of gun violence is based on intergroup dynamics and retaliatory cycles, intervening in active conflicts is a core part of addressing youth gun and gang/group violence. Conflict interruption has two key aspects: responding to particular incidents of violence to prevent them from prompting more violence, and working proactively to mediate emergent or ongoing intergroup conflicts.

9. Use suppression and enforcement precisely and sparingly. Building trusting relationships with young people at high risk of perpetrating or being victimized by violence when they are targets of focused surveillance and sanctioning from justice agencies will not work unless the young people have space to succeed. For efforts to reduce youth violence to succeed, the purposes of suppression and enforcement have to therefore be carefully defined and limited.

ADDITIONAL READING

A Research-Based Practice Guide to Reduce Youth Gun and Gang/Group Violence

Jesse Jannetta, Rod Martinez, Paige Thompson, Janine M. Zweig, Lily Robin, Leigh Courtney, Lindsey Cramer, Storm Ervin, Andreea Matei, and Krista White <https://urban.is/383wl5V>

ABOUT THIS PROJECT

In 2018, the Urban Institute received funding from the National Institute of Justice and the Office of Juvenile Justice and Delinquency Prevention to develop a research-based practice guide to reduce youth gun and gang/group violence.

To develop the guide, Urban researchers used three methods: (1) we engaged 16 leading experts to inform the guide's scope and development, (2) we reviewed the current literature on the efficacy and implementation of youth gang/group and gun violence reduction strategies and synthesized key findings, and (3) we conducted a scan of practices for preventing and reducing gun and gang/group violence.

Findings and Recommendations from the City of Santa Fe Violence Prevention Research and Development Process

Compiled by Dr. Sophie Andar in Partnership with the City of Santa Fe Community Health and Safety Department,
Family and Community Services Division
November 2021 - Present

R & D Process Impetus

Growing concerns about:

- an apparent increase in violence involving youth, guns, and drugs;
- the cost of violence on community health and safety;
- the difficulty of dealing with violence in a way that stops it; and
- a desire to build upon and sustain efforts to help youth struggling with violence.



Violence
appears to be
getting
worse...

In the United States from 2019 to 2020,

- murders increased by 30%,
- aggravated assault increased by 15%, and
- racist, anti-Semitic, and/or anti-LGBTQ+ hate crimes increased 6% (CDC, 2021; FBI, 2021).

In Santa Fe in 2021:

- 8 homicides, 5 more than the year before
- 1,340 reported assaults, almost twice as many (698) as in 2020 (SFPD, 2021).



Crime Data
2003-2021

Year to Year Changes

	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Murder (Homicide)	9	4	9	8	13	10	9	12	4	3	2	2	2	3	6	5	7	3	8
Robbery	102	73	70	104	103	76	90	82	80	113	87	73	79	77	74	82	65	63	71
Motor Vehicle Theft	229	232	215	225	285	219	329	199	180	203	162	117	170	223	258	232	222	298	416
Arson	29	24	26	14	32	21	9	9	9	26	24	10	11	15	15	13	11	24	29
Rape	58	60	57	58	53	40	43	65	53	48	49	42	51	59	58	63	37	55	52
Criminal Sexual Penetration (Adult)	27	31	35	28	31	24	19	36	30	26	35	25	34	39	44	37	29	32	27
Criminal Sexual Penetration (Minor)	31	29	22	30	22	16	24	29	23	22	14	17	17	20	14	26	8	23	25
Burglary	956	796	747	846	1161	861	1141	1250	1129	1125	947	781	526	618	688	516	509	523	481
Burglary-Commercial	288	249	222	312	327	220	209	258	234	186	222	195	89	98	203	190	184	199	226
Breaking & Entering-Commercial	41	50	38	39	45	68	62	55	36	12	19	18	11	24	22	37	35	20	10
Burglary-Residential	552	438	438	437	722	514	820	881	782	802	624	501	401	438	392	251	247	241	233
Breaking & Entering-Residential	75	59	49	58	67	59	50	56	77	125	82	67	25	58	71	38	43	63	12
Larceny	3787	3449	3167	3449	3487	2980	3433	3525	2924	3176	2808	2173	2246	2322	2822	2664	2120	1834	2187
Larceny-All	2391	2249	2086	2103	2284	2078	2369	2373	2086	2370	2169	1782	1768	1745	1954	1699	1305	1152	1520
Burglary-Auto	1396	1200	1081	1346	1203	902	1064	1152	838	806	639	391	478	577	868	965	815	682	667
Assault/Battery	687	793	818	861	841	776	704	772	704	651	515	488	641	1204	1613	1645	1347	698	1340
Assault/Battery (Simple)	448	546	546	583	580	554	496	533	498	434	328	247	323	804	1087	1080	933	447	761
Assault/Battery(Aggravated)	239	247	272	278	261	222	208	239	206	217	187	241	318	400	526	565	414	251	579

A Santa Fe youth service provider reported in March:

“...my staff and I counted how many of our current clients either have a gun or have easy access to a gun: 7 of the 17 clients we served this month... so about 41%. Which is scary.”

Approach: Community Perspectives + Research into Best Practice

- conversations with community members with extensive violence experience
 - consultation with providers of criminal justice, education, healthcare, housing, and public safety services
 - review of violence prevention literature and emerging best and promising practices



Community Perspectives: Anonymous Interviews

Interview Criteria and Selection

- Has lived or worked in the Santa Fe area for at least five years.
- Has self reported direct or indirect experience as someone who:
 - has been violent,
 - been a victim to violence,
 - witnessed violence, and/or
 - provided services to people engaged in violence

to the extent that they would consider themselves highly knowledgeable about some form of violence that occurs in the Santa Fe area.

Participants were selected based on holding leadership roles in the local public education and law enforcement sectors; having had a lot of experience with violence; and referrals from other interviewees and community members.

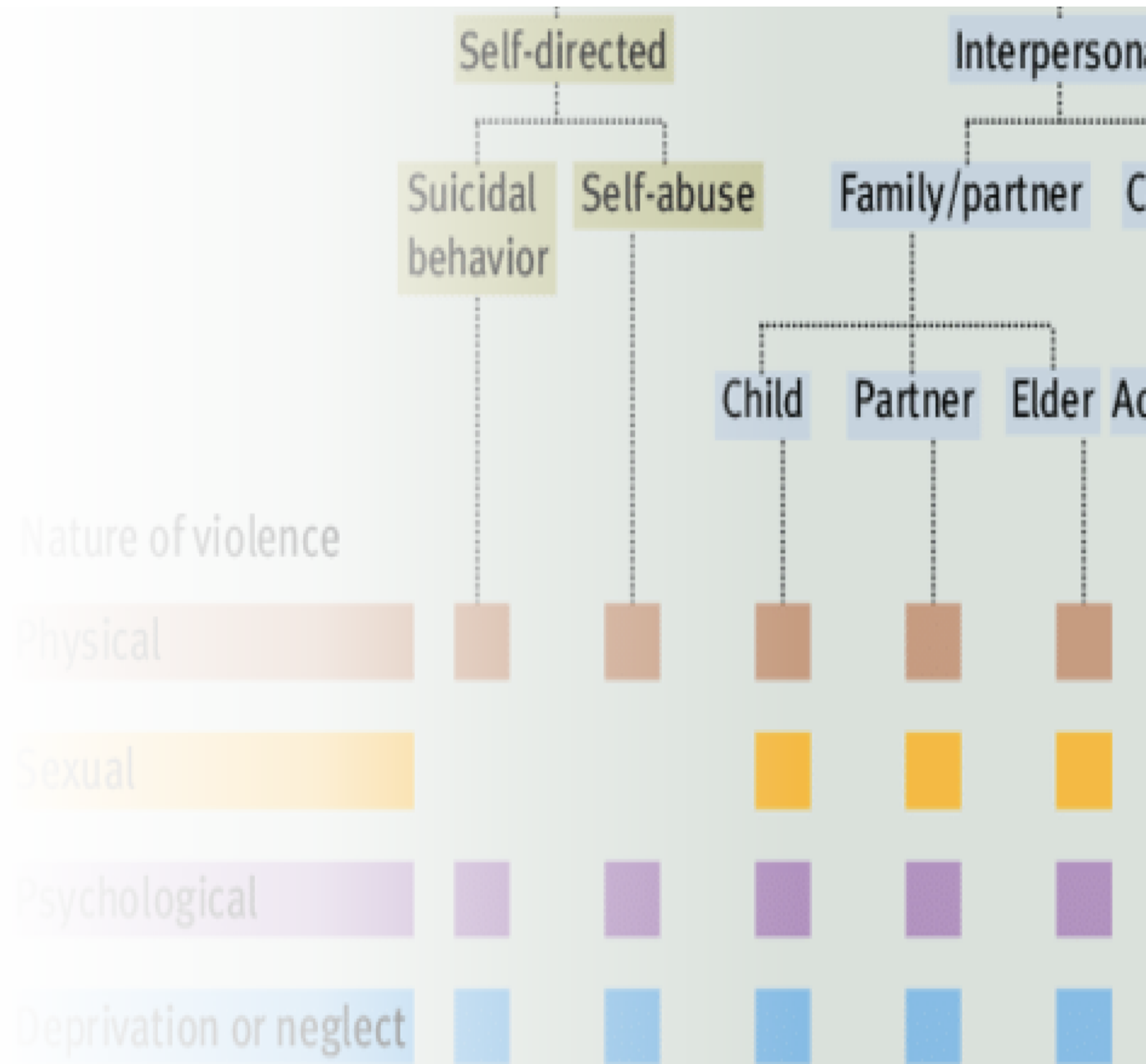
Community Perspectives & National Best Practice - Organizations Engaged So Far

Battered Women's Justice Project	Cure Violence Global	Children and Youth Commission	CHRISTUS ST. Vincent's Hospital
District Attorney's Office, First Judicial District	Earth Care	Esperanza Shelter	Gerard's House
Interfaith Leadership Alliance of Santa Fe • Interfaith Community Shelter	La Familia Medical Center	New Mexicans to Prevent Gun Violence	New Mexico Coalition Against Domestic Violence
Mayor's Youth Advisory Board	Nonviolent Santa Fe	Presbyterian Medical Services	Railyard Park Conservancy
Resolve	Santa Fe County Sheriff's Office	Santa Fe County Teen Court	Santa Fe Fire Department
Santa Fe Police Department	Santa Fe Public Schools	Solace	Southwest Care
St. Elizabeth's Shelter	The Life Link	Youth Shelters Family Services	Youthworks

Violence

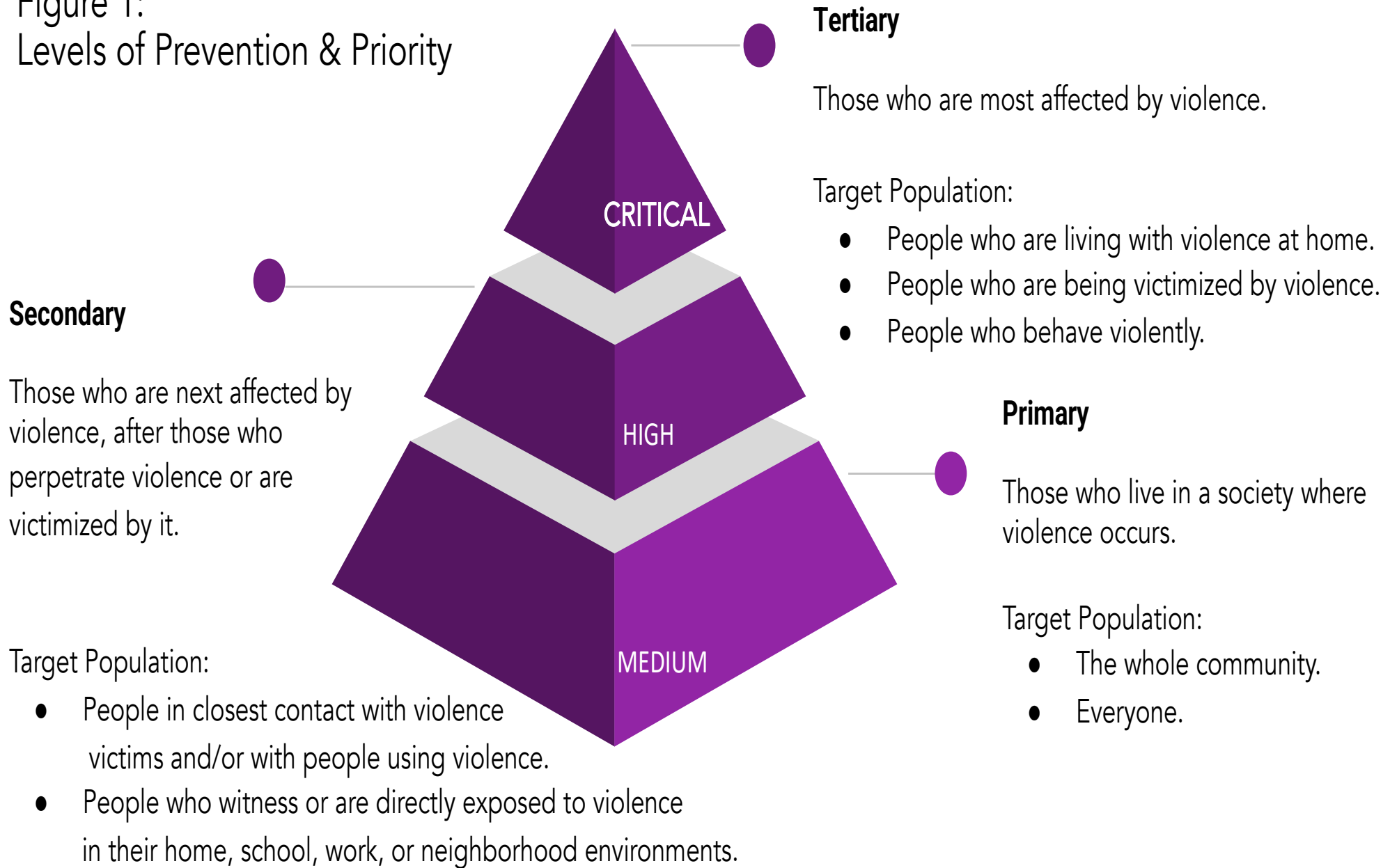
"...delivering physical blows (with or without weaponry), displaying and misusing one's power, or bombarding a person with destructive misinformation and myths so that, in effect, an assault occurs either on a person's physical body or to the self-concept, identity, cognitions, affects, and consciousness of the victim of violence"

- Dr. Barbara C. Wallace



SOURCE: Krug et al. (2002, p. 7)

Figure 1:
Levels of Prevention & Priority



Priority Recommendation: Primary, Secondary, and Tertiary Prevention

Establish and fund a collaborative City and County Violence Prevention Unit (VPU).

The VPU should model a public health approach.

- Informed by research data collection and analysis feedback loops
- Aligned and coordinated across departments and sectors
- Builds institutional and community-based capacity
- Responds to specific population needs



Justification

- There is no consolidated data system to track how much violence is taking place in the Santa Fe area, in what forms it is taking place, and what factors are contributing to its occurrence.
- There is a lack of infrastructure facilitating comprehensive and coordinated violence prevent efforts.
- There is a lack of workers available to engage in violence prevention and response work.

National Best Practices to Address Community Violence

- Build and sustain a solid, stable infrastructure.
- Collect, analyze and disseminate injury and violence data.
- Select, implement, and evaluate effective program and policy strategies.
- Support a robust community-based antiviolence approach.
- Provide training and technical assistance to partners and communities.
- Emphasize healing with trauma-informed approaches.
- Invest in anti-violence workforce development.
- Set aside funding for new stakeholders and strategies.
- Engage in community-based partnerships and coalitions.
- Commit to continuous improvement based on data, evidence, and peer-to-peer learning.

Priority Recommendation: Tertiary Prevention

Support, educate, and employ a cohort of youth at high risk for violence to serve as community support workers and contribute to violence prevention once sufficiently prepared.

Coordinators should create a program that successfully:

- recruits high risk youth;
- builds healthy connection among participants and adult mentors;
- cultivates social and emotional skills;
- assesses and responds to participants' health and safety needs
- builds violence prevention knowledge;
- yields youth-driven plans and projects to promote community health and safety; and
- evaluates effectiveness.

Justification

Local stakeholders with violence expertise reported these contributing factors to youth violence in Santa Fe:

- Lack of meaningful out of school engagement and employment.
- Lack of free and safe places to hang out with peers outside of school.
- Lack of consistent presence of trusting adult advocates.
- Parents'/guardians' serious economic need combined with their absence and/or unavailability due to managing multiple jobs and responsibilities.
- Vulnerability to predation, exploitation, and/or violent victimization by adults or youth peers who present the potential to fill a need to belong and/or matter to others.
- Serious economic need combined with a perceived path to wealth from selling guns and/or drugs.
- Feelings of grief, despair, frustration, humiliation, boredom, isolation, and/or rage and a lack of adaptive coping skills to process those feelings nonviolently.

Justification

Research (ie. O'Connell, Boat, & Warner, 2009) shows these community level factors to be protective of youth mental health and contribute to positive development:

- o the presence of mentors and support for development of skills and interests;
 - o opportunities for community engagement;
 - o positive norms;
 - o clear expectations for behavior; and
 - o physical and psychological safety.
-

Justification

- Meaningful peer engagement and emotional support is a protective factor that can lead to positive behavior change (ie. Child Welfare Information Gateway, 2020).
- A safe, healing, and educational service can offer youth the mentorship and growth opportunities needed to protect them from violence and to promote safe behavior to their peers.

Justification

- Cure Violence Global has demonstrated the effective application of disease control methods to reduce community gun violence by 40-70% in U.S. and Latin American cities.
- This evidence-based model invests in credible peer influencers to serve as community outreach workers and violence interrupters (Cure Violence Global, 2021).
- The credible messenger strategy is an effective way to interrupt and mediate intergroup conflict, which is a major driver of youth gun violence (Urban Institute, 2022).



Saving Lives, Transforming Communities

Implement in Your Community

See the Evidence

Cure Violence:
proven
epidemiological
model with
widespread
adoption



8 Evaluations 12 Studies & Reports

The Cure Violence Approach has the strongest evidence of effectiveness for violence prevention.

[Read the new report](#) on the evidence on the Cure Violence Approach. Here are a few highlights:

- ↓ 45% violent crime (Trinidad & Tobago)
- ↓ 63% shooting (New York City)
- ↓ 30% shootings (Philadelphia)
- ↓ 48% shooting — in first week of program (Chicago)

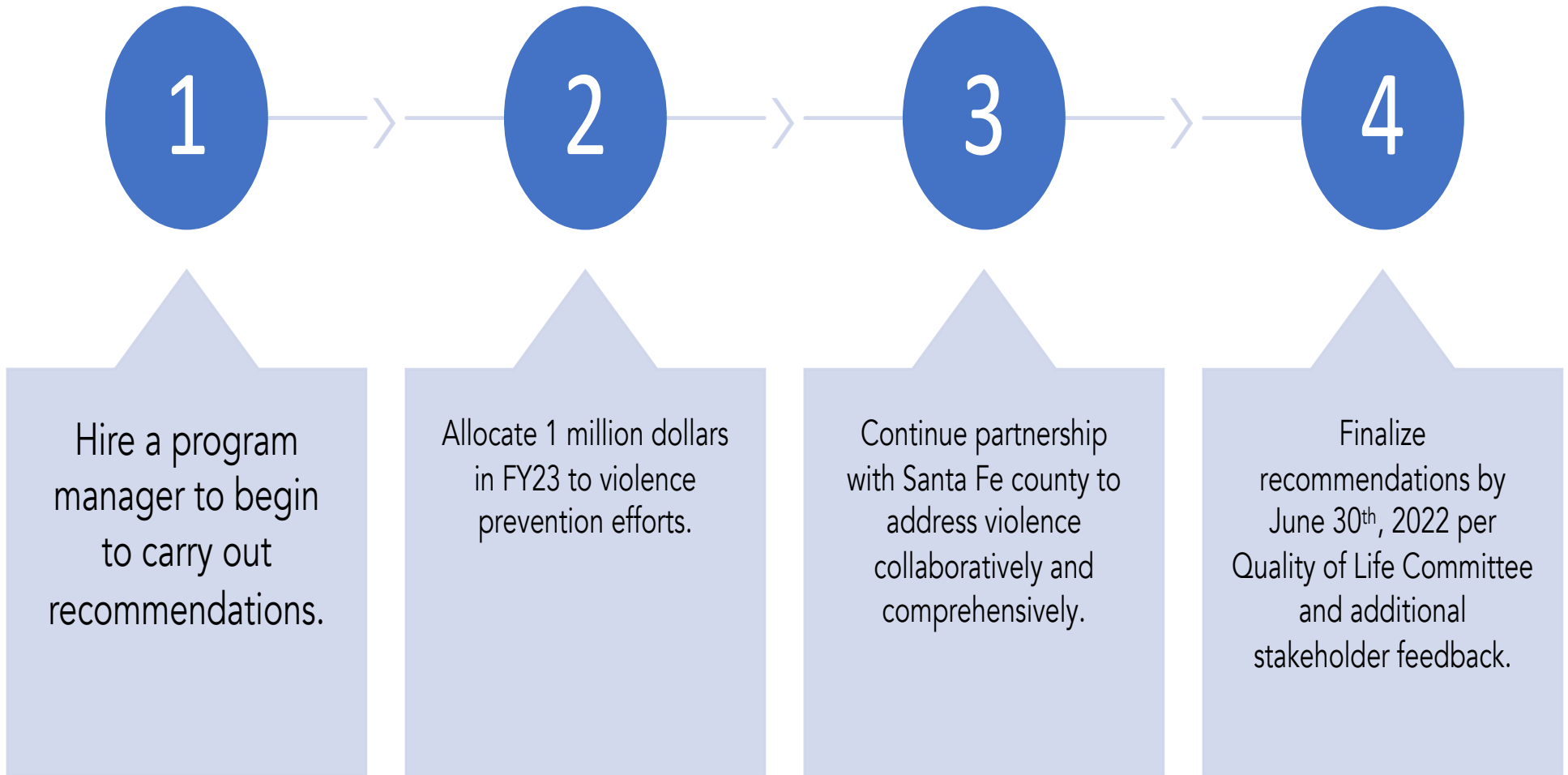
[Read Evidence on Cure Violence](#)



Conclusion

- Violence is a major issue of concern in Santa Fe City and County due to its growing prevalence and the toll it takes on individual lives, families, and community institutions.
- Dealing with violence effectively requires specific prevention aims, dedicated personnel and resources, and a comprehensive, research informed and community-driven approach.
- While violence weakens communities and pulls people apart, strong community connections provide safety and support, helping to prevent violence.
- To maximize violence prevention impact, invest in community health and safety workforce and infrastructure development and sustainability.

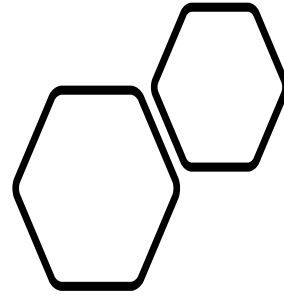
Youth and Family Services Division Next Steps



Select References

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- O'Connell, M. E., Boat, T., & Warner, K. E. (2009). *Preventing mental, emotional, and behavioral disorders among young people: Progress and possibilities*. Washington, DC: The National Academies Press; and U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (2009). *Risk and protective factors for mental, emotional, and behavioral disorders across the life cycle*.
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- UN Women (2022). The shadow pandemic: violence against women during COVID-19. <https://www.unwomen.org/en/news/in-focus/in-focus-gender-equality-in-covid-19-response/violence-against-women-during-covid-19>
- Wallace, B. C. (2003). A multicultural approach to violence: Toward a psychology of oppression, liberation, and identity development. In B. C. Wallace & R. T. Carter (Eds.), *Understanding and dealing with violence: A multicultural approach* (pp. 3-39). Thousand Oaks, CA: Sage Publications.
- World Health Organization (WHO). (2021, March 9). *Violence against women*. <https://www.who.int/news-room/fact-sheets/detail/violence-against-women>

Thank you.



Please contact
SophieAndar@gmail.com
with questions and input.

Violence Prevention Recommendations

November 2021 – May 2022
Research & Development Process

City of Santa Fe Community Health and Safety Department

DRAFT

A.

Priority Level:

Critical - People's lives and safety are at imminent risk.

The violence they experience causes major physical and emotional/psychological harm to themselves and the people around them, resulting in injury or death.

Prevention Level:

Tertiary - Those who are most affected by violence.

Target Population:

People who are living with violence in their home environments; people who are being victimized by violence; and people who behave violently.

1. Establish within 24 months and sustainably fund a collaborative City and County Violence Prevention Unit (VPU). The unit should address violence as a public health problem; operate in a highly coordinated way across all government departments that deal with violence; collect, analyze, and disseminate injury and violence data; collaborate with community-based partners across sectors; and build institutional and community-based capacity to prevent and respond effectively to violence over time.
2. Establish and fund a full-time program manager within six months to help build the foundation of the Violence Prevention Unit, and to develop, monitor, and improve, and expand municipal violence prevention (VP) efforts.

3. Within twelve months, fund a pilot program that recruits, supports, educates, navigates, and employs a cohort of youth at high risk for violence for a minimum of one year. The program should serve to:
 - a) reach youth at high risk for violent victimization or perpetration;
 - b) saturate participants in protective factors that reduce their risk for violence, and
 - c) build participants' capacity to serve as community support workers equipped to contribute to community violence prevention over time.

Program coordinators should create a program that successfully:

- identifies and recruits high risk youth;
 - builds healthy connection among participants and trustworthy adult mentors;
 - cultivates social and emotional skills;
 - assesses participants' health and safety needs and responds to those needs through navigation to appropriate services and emotional support;
 - builds violence prevention knowledge;
 - yields participant-driven plans and projects to promote community health and safety;
 - and evaluates effectiveness.
4. Building upon existing agreed to municipal and county-level plans, increase the provision of and equitable access to culturally, linguistically, and age appropriate behavioral health services – including mental healthcare, substance use disorder treatment, and harm reduction services - for people at high risk for violent victimization and perpetration.
 5. Establish sustained advocacy for domestic violence, sexual assault, and/or human trafficking survivors that is culturally and linguistically appropriate, trauma informed, and available on a 24/7 on-call basis.
 5. Fund technical assistance for the Santa Fe Police Department (SFPD) to:

- a) support an organizational culture assessment and change process designed to enhance workplace wellness and equitable and quality service delivery;
- b) facilitate relationship building and sustained communication between SFPD and community-based health and safety providers;
- c) promote mentorship and networking with former and current law enforcement leaders engaged in best practice response for domestic violence, human trafficking, sexual assault;
- d) review and contribute to the updating and creation of policies and procedures on domestic violence, human trafficking, sexual assault, and stalking, and;
- c) provide guidance and professional development education on domestic violence, human trafficking, sexual assault, and stalking.

Police department policies, procedures, and professional development education should be trauma informed, culturally relevant, and apply a racial and gender equity lens. They should be congruent with plans and practices to improve organizational culture and wellness and updated regularly to reflect new research, best practice, and community stakeholder input. Education should be funded, and it should be delivered in diverse formats from diverse providers.

- 6. Fully enforce existing gun safety laws designed to reduce the risk of shootings caused by:
 - a) unlawful firearm possession;
 - b) the actions of a person in a mental health crisis; and/or
 - c) a person known to have committed intimate partner violence.

- 7. Improve the information resource responding officers offer to domestic violence victims on scene. The resource should be multilingual; feature additional emergency resources; and specify which resources are for what needs (i.e. legal advocacy, housing, survival support for either sexual assault, domestic violence, or human trafficking, etc.).

8. Establish a sustainable coordinated community response to domestic violence, one component of which is a multidisciplinary team (MDT) process to ensure:
 - a) follow-up services and safety for identified adult victims of domestic violence, sexual assault, stalking, and/or human trafficking, and
 - b) coordinated case management and accountability for adult perpetrators.

9. Invest in interventions utilizing best practice to reduce and end violent behaviors among perpetrators.

10. Provide peer support groups of violence survivors and former perpetrators to listen to, comfort, and counsel those who are being most affected by violence.

B.

Priority Level:

High - People closest to those directly experiencing violence are at high risk for emotional and psychological trauma and distress and strains on personal and professional resources, such as finances and workforce capacity.

Prevention Level:

Secondary - Those who are next affected by violence, after those who perpetrate violence or are victimized by it.

Target Population:

People in closest contact with violence victims and/or with people using violence; and people who witness or are directly exposed to violence in their home, school, work, or neighborhood environments.

1. Build, evaluate, and sustain the Violence Prevention Unit (VPU).
2. Build, evaluate, improve, and sustain programming investing in Santa Fe's highest risk youth.
3. Continue to fund and expand violence prevention education practices and programs with demonstrated value in school and community settings, including those designed to:
 - a) assess and mitigate violence risk; and
 - b) build knowledge and skills in social and emotional learning, racial and gender equity, identification of violence types, bystander intervention, restorative justice, and trauma informed practice.
4. Continue to fund and expand harm reduction services for under-resourced and unsheltered individuals.

5. Build trauma informed social service, healthcare, and emergency response workforces.
6. Provide healing circles or support groups for people at risk of secondary trauma from being exposed to community violence.
7. Ensure that workforces wherein workers are exposed to violence (i.e. law enforcement, emergency medical response, corrections, etc.) have protocols in place to mitigate secondary trauma, including structured time for emotional assessment and processing post-incident, access to mental health support services, and additional time off for re-cooperation.
8. Ensure that workforces wherein workers are exposed to violence have appropriate systems in place to assess and respond to workers' mental wellbeing to ensure they are fit to carry out their job functions in a quality manner.
9. Ensure that workforces wherein workers are exposed to violence receive quality education on trauma informed practice and best practices for bystander intervention and de-escalation of violence.
10. Increase the provision of and equitable access to culturally, linguistically, and age appropriate behavioral health services in schools and other youth and family provider settings.
11. Invest in the enhancement of community health and safety providers' knowledge in the following areas:
 - violence as a preventable and treatable behavioral health problem;
 - the traumatic effects of violence on individuals, organizations, and communities;
 - risk and protective factors for violent victimization and perpetuation across the lifespan and human ecosystem;

- child abuse, elder abuse, intimate partner violence, human trafficking, sexual coercion and assault, digital media/online predation, gun violence, and violence affiliated with intergroup conflict; and
 - how to assess for violence and respond if it is detected.
12. Provide opportunities for people working in diverse roles in community health, public safety, education, housing, social justice, and criminal justice (i.e. first responders, community support workers, program administrators, legal advocates, justices, mental health counselors, teachers, school nurses, community organizers, harm reductionists, etc.) to convene to achieve the following collective aims:
- build trusting relationships across disciplines and sectors;
 - exchange information about resources, services, and opportunities;
 - facilitate education to raise awareness of local health and safety problems and to promote best practice responses;
 - identify community needs, assets, and solutions;
 - pursue collaborative action to promote community health and safety.

C.

Priority Level:

Medium – The prevalence of violence reduces public safety and quality of life for all members of society.

Prevention Level:

Primary - Those who live in a society where violence occurs.

Target Population:

The whole community; everyone.

1. Evaluate, improve, and sustain the VPU.
2. Build, evaluate, improve, and sustain programming investing in Santa Fe's highest risk youth.
3. Continue to fund, assess, and expand the reach of best practice violence prevention education programs to the greatest number of community members possible. Education should be audience-specific, trauma informed, culturally relevant, and apply a racial and gender equity lens. Content should increase participants' knowledge and confidence in identifying and responding to common forms of violence, including child sexual abuse, intimate partner violence, bullying at work and school, active shooter situations, and suicidal ideation.
4. Continue to fund, assess, and strengthen services and programs that promote health and reduce violence risk factors, including adverse childhood experiences (ACEs).
5. Promote a culture of good mental health and psychological safety in all workplaces, so that workers do not feel devalued when they make mistakes, nor do they risk retaliation when they report abuse or misconduct. Promote the

adoption of workplaces policies and practices that identify and respond appropriately to suicidal ideation, interpersonal conflict, and bullying.

6. Increase deeply affordable and accessible housing, including “wet” housing for people who use drugs.
7. Ensure that jobs in the social service sector - including public health, education, housing, emergency response, and case management/care coordination/service navigation - offer salaries and benefits commensurate with the skill level and emotional demands of the jobs, so that they can attract and retain talent accordingly.
8. Increase culturally meaningful and relevant employment and social/community-building opportunities for people under the age of twenty-five.
9. Establish and sustain a family center, where community members can experience safety, connect with friends and mentors, and access free services and resources.
10. Provide community forums in the wake of public acts of violence to allow community members to process their feelings around the event, connect with others for support, access mental health services, and engage in violence prevention planning and advocacy.
11. Promote an understanding among local funders of the three levels of violence prevention.
12. Invest in local leadership. Build capacity for people already living in Santa Fe to be able to pursue careers in the healthcare, housing, education, emergency response, law enforcement, criminal justice, and social service sectors.

13. Invest in the healthy recreational activation of public spaces, especially parks.

14. Ensure that young people have an array of free, safe, welcoming, and accessible options for public places where they can connect and socialize, including through sports and music.



Sanctioned Camping in Santa Fe

Recommendations and Solutions

Kyra Ochoa, MPH, Director of Community Health and Safety

Julie Sanchez, MSW, Youth and Family Services Division Director

Anna Cale Pendas, BS, Youth and Family Services Program Manager

The Problem

- ❖ People choose not to go into shelter for a variety of reasons but when living outdoors, additional challenges arise. Lack of access to sanitation, protection from weather, access to electricity and WiFi, and other lack of basic services make life outdoors more difficult. Challenges in providing street outreach (rugged terrain, limited staffing, lack of resources) make connecting people to services and supporting continued engagement difficult.
- ❖ 2019: Martin V Boise, 9th Circuit Court rules that homeless persons cannot be punished for sleeping outside on public property in the absence of adequate alternatives.
- ❖ City of Santa Fe policy prior to the pandemic did not allow any camping on city property. Camps were removed only to pop up again close by. The City spent 3.4 million annually not solving the problem.
- ❖ Public concern for unsheltered people and frustration with hazards associated with unsanctioned camping is high.
- ❖ CRM reports often note concerns about safety, trash, needles and general safety and wellbeing of individuals in the camps and the impact of the camps on neighboring homes and businesses.
- ❖ The current policy re: encampments does not legalize camping but deprioritizes enforcement. Not a 100% legally defensible stance.

The Problem (Cont'd)

- ❖ Currently, there are 365 households in the Coordinated Entry System and only 101 shelter beds in use. Outreach workers estimate that there are around 150 people on the streets and other unsheltered locations in Santa Fe;
- ❖ Nonprofits performing street outreach include The Life Link's PATH team, Youth Shelters and Family Services, SW Cares, and other community workers. MIHO (SFFD Mobile Integrated Health Office) does some street outreach to camps to locate their clients. Those workers describe their biggest challenges to be unclear policies about legal camping and lack of resources to which to connect people.
- ❖ The City's CRM system reports 81 active encampment reports, 22 of which came in over the last 45 days. Since April 2020, a total of 291 encampments have been reported into this system.
- ❖ **Fire Danger is high and encampments contribute to risk**

What Other Cities Are Doing

❖ Las Cruces, NM

- ❖ Camp Hope, part of the Mesilla Valley Community of Hope is a self-governing transitional living community that provides temporary, transitional shelter in the form of tents, showers, and cooking facilities. About 50 people reside at Camp Hope at any one time. MSCH has a “Tents to Rents” program to help connect these camp residents to housing resources as quickly as possible.

❖ Denver, CO

- ❖ Denver’s “Safe Outdoor Spaces” or “SOS” opened June 2021 in two locations in parking lots. One site has 55 tents surrounded by fencing. Each site offers electricity, port-a-potties, trash cans, and case management services. In February 2022, Denver City Council approved an additional \$3.9M to expand the project.

❖ Sacramento, CA

- ❖ The City of Sacramento established in “Safe Ground” space in Miller Regional Park in 2022. The site includes tents, fencing, toilets, and 60 tents for unsheltered people. Sacramento is also working towards establishing a car camping site which will later be developed for affordable housing. Sacramento City Council Member Katie Valenzuela says, “We need to find these interim steps, and I know it’s not perfect.”

Evolving Strategy



- ❖ 6/6/2022 Emergency Proclamation deprioritizing the clearing of encampments due to COVID ends
- ❖ *Until an alternative is executed, City policy will deprioritize clean up of encampments on City-owned lands except for in Parks, within 30 feet of the Santa Fe river or its contributing arroyos, or when posing a risk to public health and safety, particularly regarding fires.*
- ❖ As soon as an alternative is available, no camping will be allowed on city property.

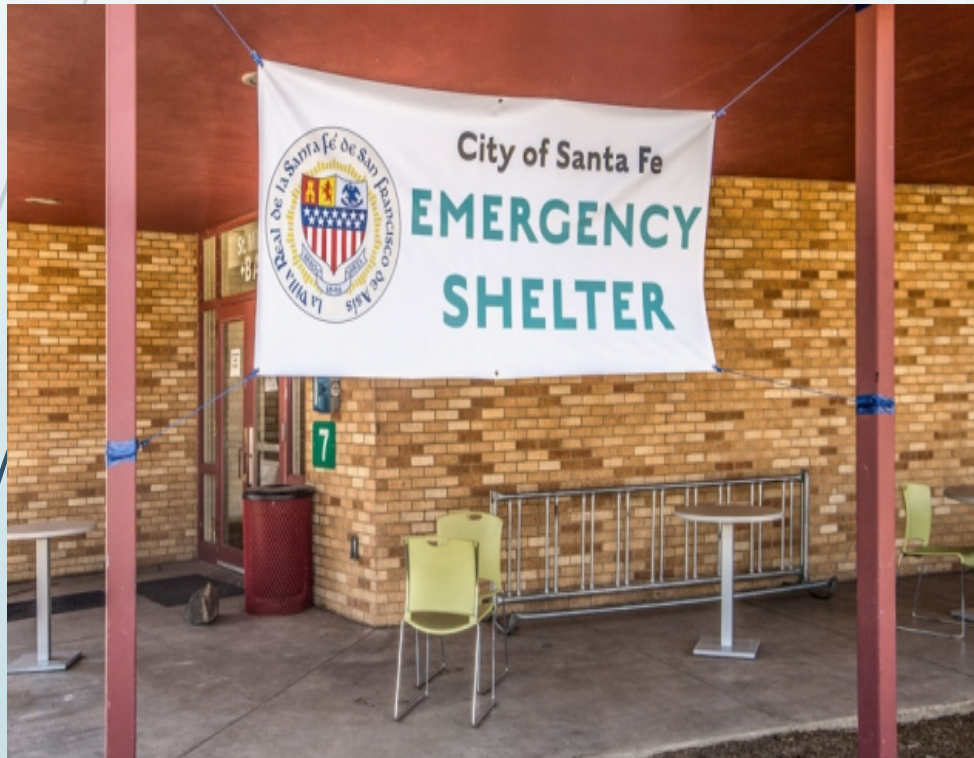


What the City Has Done

- ❖ As part of our Built for Zero project, the City has developed stronger partnerships with community service providers to strengthen the homeless response system. The City participates in various working groups to address needs such as emergency shelter, housing, outreach and data coordination. This work also includes deeper coordination with other funders and leaders including Santa Fe County, the State of New Mexico and private foundations to better align goals, metrics, and funded services.
- ❖ In 2021, the City commissioned study on unsanctioned encampments by St. Francis Homelessness Challenge. The report indicated that many unsheltered people in Santa Fe are frustrated by the current options available and would be open to a supported camp.
- ❖ Presented to Quality of Life on March 16, 2022, sharing initial planning work
- ❖ Researched options in coordination with City Manager, CAO, Public Works (Facilities and Parks), Community Development (Economic Development, Affordable Housing, Land Use) and other internal and external partners

Proposed Immediate Solution - Expansion of Services Consuelo's Midtown Emergency Shelter

Managed camping in designated areas with support infrastructure for warming, hygiene, services, safety.



Consuelo's Place, the organization that has been operating the Midtown Emergency Shelter, is uniquely poised to support the needs of this project. This organization is already serving individuals who are experiencing homelessness, many of which are people who prefer this non-traditional shelter option to congregate settings. This encampment project is an extension of that service.

Proposed budget

NEED	COST
24/7 on site staffing provided by nonprofit service provider	\$250,000/yr
On-site support services, including case management and outreach	\$150,000/yr
Utilities and infrastructure for utility access development	TBD
Essential services for health and hygiene (port a potties and potable water)	\$40,000/yr
Trash pick up services	TBD
Fencing around camp area, security services, enhanced lighting	TBD
Material needs, including tents/shelter structures, cots, sleeping bags, etc.	TBD

Note: ARPA allocation of \$1m for support to unsheltered individuals and encampment mitigation supports.



Proposed partners



- ❖ Consuelo's Place, Midtown Emergency Shelter
- ❖ The Life Link – expertise in providing housing services to this population, PATH outreach team, behavioral health services. The Life Link's PATH team regularly provides street outreach to people who are unsheltered and living in encampments;
- ❖ SW Cares – harm reduction care including mobile needle exchange services, HIV testing, and other services;
- ❖ Healthcare for the Homeless – healthcare services including COVID testing and vaccination. HCH is working on developing a mobile health clinic to meet the needs of individuals who can't or won't go to their regular clinics;
- ❖ New Mexico Coalition to End Homelessness – gateway to housing vouchers and services funded by HUD



Next Steps

- ❖ Apply for permit from state for this use of City property
- ❖ Procurement of material supplies (tents, cots, other supplies)
- ❖ Procurement of services (port a potties, case management, support staff, harm reduction services)
- ❖ Fencing and security services
- ❖ Film industry impact mitigation
- ❖ Toilets and handwashing (combination of contracted services and use of the City-owned Mobile Hygiene Unit)
- ❖ Installation of security cameras
- ❖ Activate camp stewards and/or City Park Ranger supports
- ❖ Activate Mobile Hygiene Unit
- ❖ Potable water supply
- ❖ Protection from weather
- ❖ Ongoing monitoring from City



Rules for site

- ◇ No open use of drugs or alcohol
- ◇ No violence of any kind – physical or verbal
- ◇ Site must be limited to no more than 50 individuals
- ◇ No children under 18
- ◇ Quiet hours 10pm - 8am
- ◇ No intoxicated or disruptive behavior
- ◇ All areas are kept clean and tidy
- ◇ Residents are to be fully clothed any time they are in public view/not inside their tent



Rules for site, con't.

◇ Fire Safety measures:

- ◇ No open fires, including propane cooking grills, cooking stoves or other items that pose a fire risk;
- ◇ No open flames including candles are to be used inside tents or outside tent areas for any reason, including cooking, warming, or for illumination
- ◇ Addition Fire Guidelines TK

Unsheltered homelessness and Built for Zero

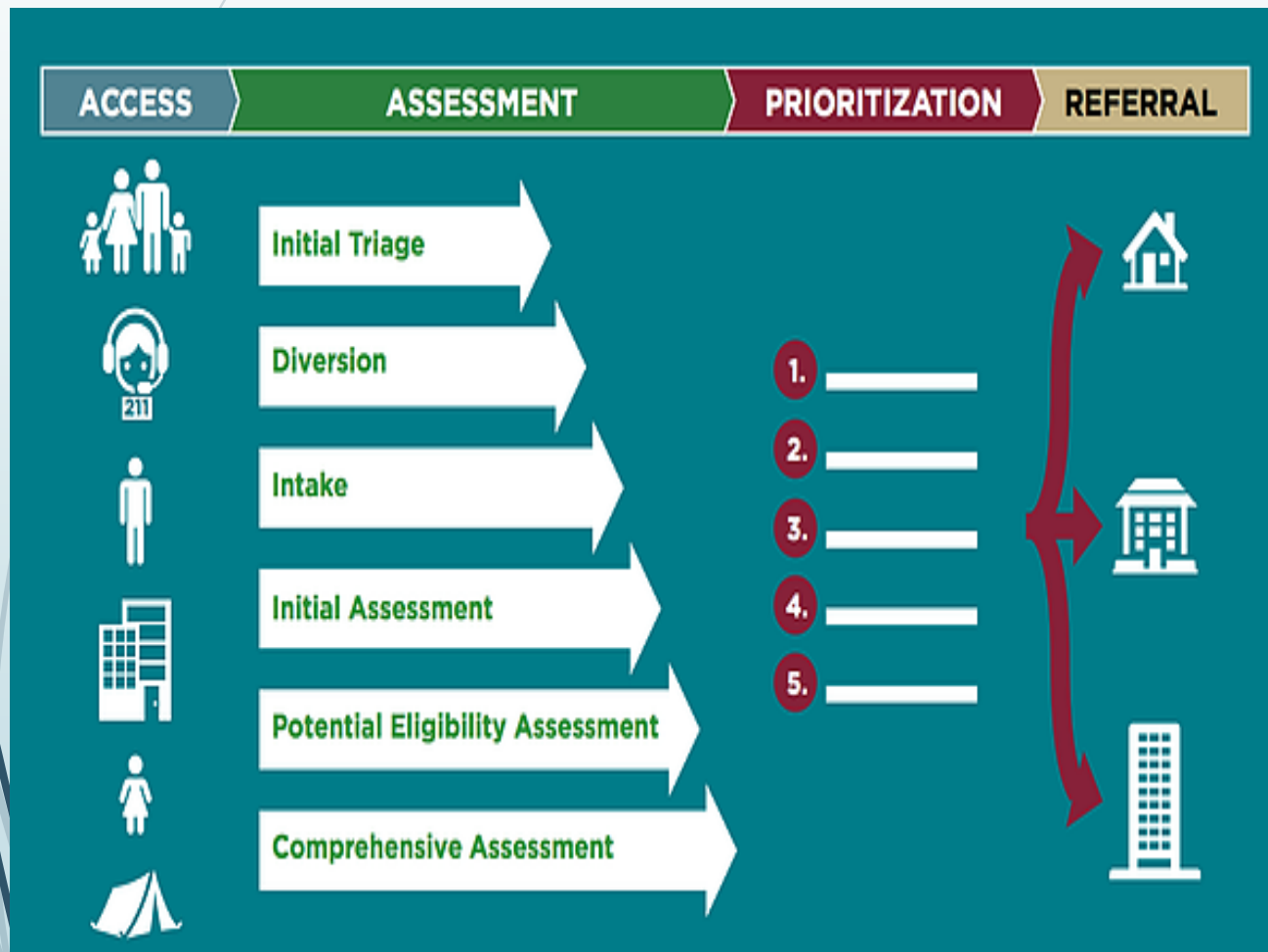
- ❖ How does this fit into larger plans to address homelessness?
 - ❖ To fully address homelessness in Santa Fe, we must include and serve people who are unsheltered. By working with this subpopulation and developing strategies to engage people without requiring entrance to a shelter as a prerequisite, we can be more efficient in our efforts to quantify the scope of homelessness and to house everyone.
- ❖ How does this project lead to more people ending their homelessness and Santa Fe ending homelessness altogether?
 - ❖ Developing pathways to housing where there is “no wrong door” and anyone can access housing resources is essential to meeting our community goal of ending homelessness for all.
 - ❖ Addressing unsheltered homelessness by supporting alternative shelter needs is one piece of a larger puzzle. The pieces of that puzzle all fit together to create strong pipelines from homelessness to housing. Other pieces of that system include the development of the Santa Fe Suites apartments, the Lamplighter project, and the creation of the Midtown Emergency Shelter (Consuelo’s Place), which support service providers and allow them to increase their capacity to provide a wider range of services.



Assessment and evaluation

- ❖ How do we define “success” with this project?
 - ❖ Decrease in CRM reports of encampments in other locations
 - ❖ Decrease in time and money spent on clearing encampments in other areas
 - ❖ Decrease in encampment-related brush fires
 - ❖ Increase in engagement of unsheltered individuals with support services
 - ❖ Increased in the numbers of unsheltered people housed
 - ❖ Longer term solution forged with community partners

Intended outcomes



- ❖ Encampment connected to shelter is a pathway to housing and services
- ❖ Neighborhoods feel safer and cleaner
- ❖ Alternative when clearing camps (Martin v. Boise)
- ❖ City is engaged and responsive to concerns
- ❖ City is operating within the Built for Zero framework to address homelessness

What Comes Next?

Best Practice: co-locating multiple service types on one campus/under one roof to support collaborative efforts to address homelessness and reduce the barriers to seeking services for those in need.



Brownsville, Brooklyn, NY: The Greg Jackson Center is a thriving community hub, combining employment and wellness resources, financial support, nonprofit service providers on site. The Greg Jackson Center is next door to and shares an adjoining courtyard with six public housing developments.

San Antonio, TX: A single campus, the Haven for Hope includes income development services, recovery services, supportive housing, shelter, legal supports, animal services and many others.



What Comes Next (cont'd)

A new investment, jointly conceived and funded with community partners, to release a request for proposals for a new facility on suitable property operated by a non-profit partner

The facility could include a sanctioned encampment, emergency shelter, day services, safe drug and alcohol use sites/programs, and transitional wet housing. Development of this project will include extensive community outreach and engagement.



Next Steps: RFP and criteria for potential facility selection

The facility could include a sanctioned encampment, emergency shelter, day services, safe drug and alcohol use sites/programs, and transitional wet housing. Development of this project will include extensive community outreach and engagement.

- ❖ Accessible to emergency response vehicles
- ❖ Accessible for trash pick-up
- ❖ Close to public transit routes
- ❖ Away from areas that are higher risk of fire or flood
- ❖ Away from areas that would pose a risk to water quality in the river
- ❖ Not abutting homes, businesses, or near schools or playgrounds
- ❖ On City-owned property



Questions?



VOTE SUMMARY



Meeting Name - Public Works and Utilities Committee

Meeting Start Date - 05/23/2022

Meeting Committee - Public Works and Utilities Committee

Item Title -

Request for the Approval of an Easement Agreement with North Central Regional Transit District (NCRTD) for the Re-Construction, Maintenance and Use of Bus Stop 470 located at Fort Marcy Ball Park Field parking. (James Garduno, Facilities Division Project Administrator: jdgarduno@santafenm.gov, 505-795-2439).

Committee Review:

Public Works Committee: May 23, 2022

Quality of Life Committee: June 1, 2022

Governing Body: June 8, 2022

Item Type - lease

Item Owner - James Garduno

Item Sponsor -

Item Tracking Number - 22-14622

Motion Type - Approve

Motion Mover - Michael Garcia

Motion Seconder - Amanda Chavez

Motion Status - approved

Vote For Count - 4

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 1

Vote For Names - Michael Garcia, Carol Romero-Wirth, Lee Garcia, Amanda Chavez

Vote Against Names -

VOTE SUMMARY



City of Santa Fe

Vote Abstain Names -

Vote Absent Names - Chris Rivera

User Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov



City of Santa Fe, New Mexico

Memorandum



DATE: April 12, 2022

TO: Governing Body

VIA: Regina Wheeler, Public Works Department Director *RW*
Sam Burnett, Facilities Division Director *SB*

FROM: James Garduno, Project Administrator

ITEM AND ISSUE:

Request for the Approval of an Easement Agreement with North Central Regional Transit District (NCRTD) for the Re-Construction, Maintenance and Use of Bus Stop 470 located at Fort Marcy Ball Park Field parking. ; James Garduno, Facilities Division Project Administrator; jdgarduno@santafenm.gov, 505-795-2439

BACKGROUND AND SUMMARY:

Bus Stop 470 is currently not ADA compliant. NCRTD presented a proposal to the City of Santa Fe requesting they be granted an easement for the construction, maintenance, and use of a new bus stop location for Stop 470. This new location is directly adjacent to the current location, as shown in Exhibit A. Exhibit B shows the proposed buildout of the new bus stop. Exhibit C shows the schedule for the routes that will use Stop 470.

This agreement will allow NCRTD to reconstruct Stop 470, which will in turn allow them to address ADA accessibility, general improvements, and ongoing maintenance. This agreement will also allow NCRTD to operate from this location between the hours of 5am and 9pm seven days per week.

When the City holds a special event such as Zozobra, the City may limit access with a 15 day's prior written notice to NCRTD.

The term on the agreement shall be for 20 years, beginning on the date of final execution of this agreement. The agreement shall be extended on a year-to-year basis by mutual written consent of both parties. If the parties fail to extend, the continued use or occupancy of the Bus Stop shall be construed as a month-to-month agreement that shall be subject to the same terms and conditions set forth in this agreement.

TENTATIVE COMMITTEE SCHEDULE:

Public Works Committee: May 23, 2022
Quality of Life Committee: June 1, 2022
Governing Body: June 8, 2022

ACTION REQUESTED:

Please approve this Easement Agreement with NCRTD for the construction, maintenance, and use of Bus Stop 470.

ATTACHMENTS:

NCRTD Contract
NCRTD Proposal
NCRTD Exhibit A
NCRTD Exhibit B
NCRTD Exhibit C

EXHIBIT A

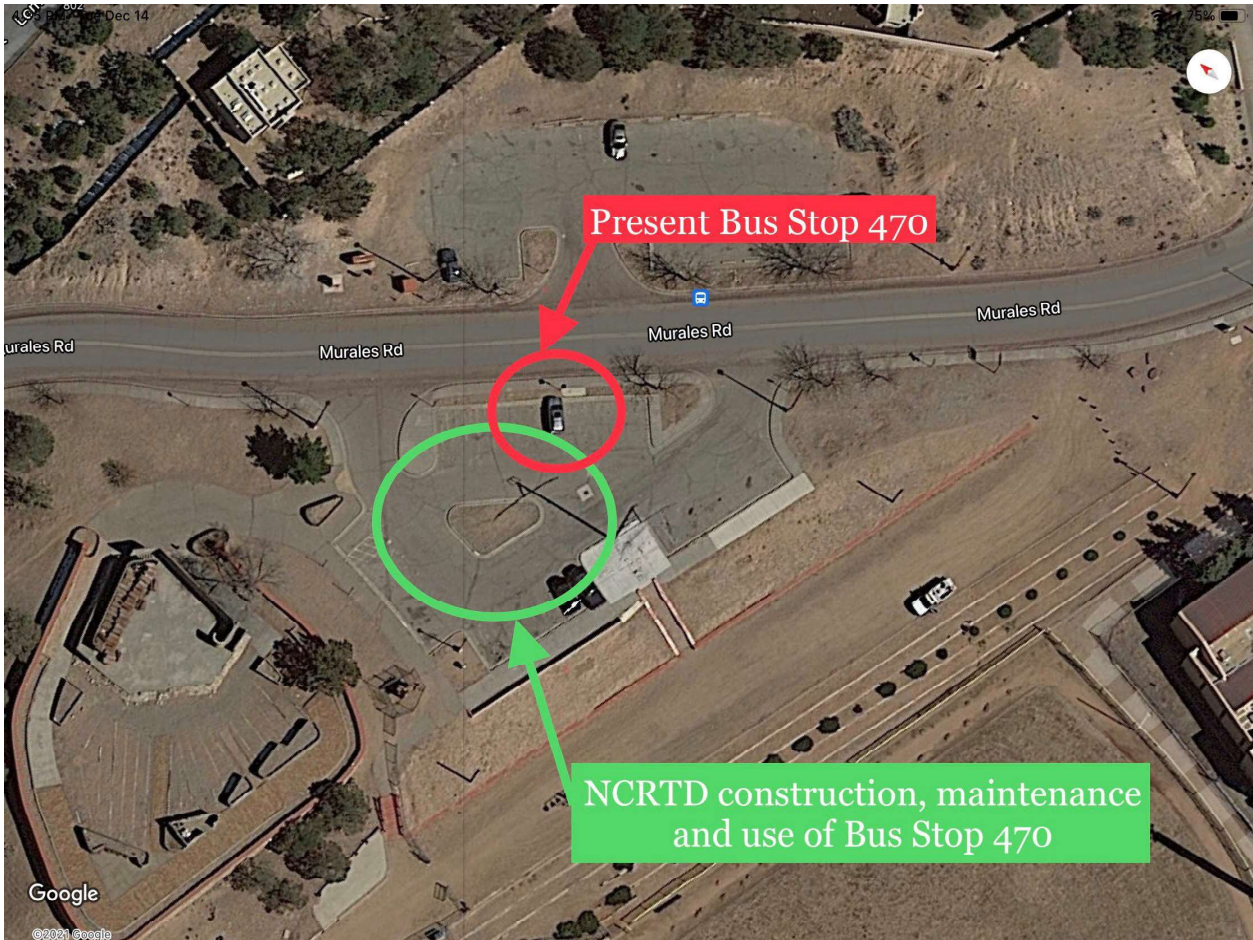
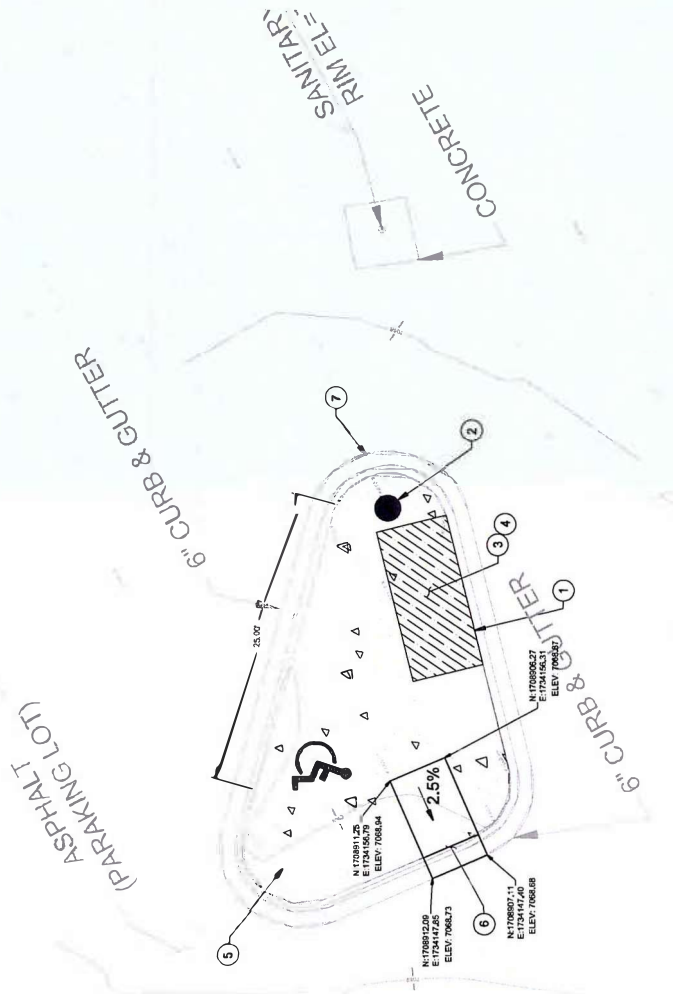


EXHIBIT B



STOP #470 PLAN VIEW
SCALE 1"=20'

TRANSIT BUS STOP #470				
ITEM NO.	DESCRIPTION	UNIT	QTY	USE
608004	CONCRETE SIDEWALK, 4"	SQ.YD.	50.58	\$1.00
608006	CONCRETE SIDEWALK, 6"	SQ.YD.	8.67	9.00
667001	10' SHELTER	EA	1.00	1.00
667002	TRASH RECEPTACLE	EA	1.00	1.00

LEGEND

- MISCELLANEOUS PAVING
- CONCRETE
- TRANSIT STOP SHELTER LOCATION

CONSTRUCTION NOTES

- 1 INSTALL CONCRETE PAD PER DETAIL ON SHEET 2-1.
- 2 INSTALL TRASH RECEPTACLE PER DETAILS ON SHEET 2-1
- 3 INSTALL 10' BUS SHELTER WITH BENCH, AND ADVERTISEMENT PANEL
- 4 INSTALL BUS STOP SIGN
- 5 INSTALL CONCRETE PAD PER DETAIL ON SHEET 2-1, MATCH RADIUS OF EXISTING CURB AND GUTTER.
- 6 INSTALL CONCRETE ADA RAMP ACCORDING TO NMDOT SEC 608 STANDARDS
- 7 EXISTING CURB & GUTTER TO REMAIN IN PLACE

NO.	REVISION (OR CHANGE NOTICE)
4	
3	
2	
1	

TRANSIT STOP ADA TRANSITION PLAN
IMPROVEMENT PHASE VII & VIII
SANTA FE BUS STOP #470

Fares:

The 255 Non-WINTER Mountain Trail route provides service seven days a week, and is free to ride.

Holidays:

Regular service provided on ALL HOLIDAYS during the NON-WINTER schedule.

Serving Persons with Disabilities

All vehicles are wheelchair accessible. For qualifying persons with disabilities NCRTD also provides an ADA paratransit service within the City of Española and the Town of Taos. For all other routes outside those areas, the fixed route bus will "flex" up to ¾ of a mile on paved and/or gravel roads for qualifying persons with disabilities. These are "origin to destination" transportation services for persons with disabilities who cannot use the fixed bus service.

Individuals who wish to be considered for this service will need to complete an application, have the information verified by a medical professional, and be certified by the NCRTD as ADA paratransit eligible. There is no cost for this service. For more information please call (866) 206-0754 or visit our website at RidetheBlueBus.com

The bus operator will assist an individual to get on or off the bus, but will not load or unload the individual's personal belongings or carry-on items. If an individual needs assistance beyond this, he/she must be accompanied by a personal care attendant. Required personal care attendants ride free with the person they are assisting.

Passengers age 65 and older, passengers with Medicare cards and individuals with disabilities are eligible to ride for a reduced fare of 50% of the standard fare. Individuals with disabilities may self-disclose disability or show any transit agency issued ADA eligibility ID Card for reduced fare.

Title VI

The North Central Regional Transit District (NCRTD) is committed to compliance with Title VI of the Civil Rights Act of 1964, 49 CFR, part 2, and all related regulations and directives. NCRTD assures that no person shall on the grounds of religion, race, color, national origin, gender, age, disability, income status or English proficiency be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity under any NCRTD program, activity or service.

The NCRTD will not discriminate on the basis of race, color or national origin in the delivery of service. To obtain more information on our nondiscrimination obligations or to file a Title VI complaint, contact us at: NCRTD, Executive Director, 1327 N Riverside Dr., Española, NM 87532

El NCRTD no discrimina sobre la base de raza, color u origen nacional en la prestación del servicio. Para obtener más información acerca de nuestras obligaciones de no discriminación o para presentar una queja del Título VI, póngase en contacto con nosotros en: NCRTD, Director Ejecutivo, 1327 N Riverside Dr., Española, NM 87532

ENHANCING YOUR RIDING EXPERIENCE



The NCRTD "Blue Bus" is committed to providing a safe and comfortable experience. We kindly ask that for your benefit and that of your fellow passengers you respect the guidelines and rules outlined below so you can continue to enjoy the service.

FOR EVERYONE'S SAFETY:

- Bike racks are available on a first come, first served basis
- Vehicles are equipped with video and audio surveillance
- Please remain seated while the vehicle is in motion
- Children under the age of 10 must be accompanied by an adult or guardian
- Racks to accommodate skis and snowboards to be provided during the winter season
- Stairs, inflated tubes or anything that could obstruct the aisle or seats will not be allowed

OUT OF COURTESY FOR EACH OTHER:

- Please avoid playing music that can be heard by others
- Please avoid talking loudly on your cell phone
- Appropriate clothing must be worn (shirt, pants/bottoms and shoes)
- Animals are allowed on buses under one of the following exceptions:
 - Service animals necessary for travel by passengers with disabilities
 - Animals that can be safely transported in a carrier

WE TAKE PRIDE IN KEEPING OUR BUSES CLEAN FOR YOU! TO HELP US:

- Food in a sealed container is okay, but eating is not permitted on the bus
- Only non-alcoholic beverages in a sealed hard container can be consumed
- Please don't put your feet on your seat or back of the seat in front of you
- Please use trash receptacles on the bus and at the bus stops

DRIVERS HAVE THE RESPONSIBILITY TO REFUSE SERVICE WHEN THEY SEE:

- Smoking on the bus
- Open alcoholic beverages
- Illegal drugs
- Offensive or threatening language
- Belligerent behavior
- Weapons

LOST ITEMS?

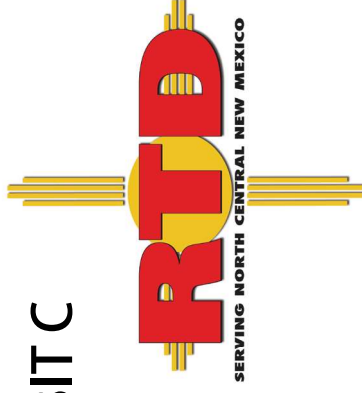
- While the NCRTD is not responsible for lost or stolen items, we encourage you to notify the RTD at 866-206-0754 to see if it's been recovered
- Lost and found items are only kept for 30 days

255 Mountain Trail

NON-WINTER SCHEDULE

The Non-Winter schedule starts the day following the close of Ski Santa Fe

EXHIBIT C



255 Mountain Trail serves the South Capitol Rail Runner Station, Downtown Santa Fe, Fort Marcy Park, NM 475, Hyde Park Road, Santa Fe National Forest and Hyde State Park to Ski Santa Fe



To access the Blue Bus Tracker:

Scan this QR Code or download the MyStop App to your mobile device

North Central Regional Transit District

1327 N. Riverside Drive

Española, NM 87532

866-206-0754

505-629-4725

RidetheBlueBus.com

255 Mountain Trail

255 Mountain Trail NON-WINTER

About this Route:

- The route begins at South Capitol Station and goes through Downtown Santa Fe to Fort Marcy Park (bus stop located on Murales between Old Taos Highway and Bishops Lodge Rd.), up NM-475 (Hyde Park Rd.) to the Santa Fe National Forest and Ski Santa Fe
- Downtown stops include Guadalupe & Manhattan, Sandoval & Water, Alameda & Galisteo, Alameda & Old Santa Fe Trail (westbound only), Alameda & Cathedral (eastbound only), Paseo de Peralta & Palace, and Washington & Federal
- Bike racks are available on a first come, first served basis
- Free Park & Ride options can be found at South Capitol Station and Fort Marcy Park adjacent to the bus stop on Murales Rd. on the north side of Fort Marcy Park

About Timed Bus Stops, Other Bus Stops and How to Read the Schedule

- Timed bus stops are major stops along the route
- Timed bus stops are reference points indicating when the bus will be at each major stop
- Other bus stops may be in between timed bus stops. These stops are shown on the map but not listed in the schedule because they are very close in time to one or more timed bus stops
- Timed bus stops are approximate, so plan to arrive at the bus stop five minutes early



Connections to RTD routes: 160 Santa Clara, 200 Santa Fe, 220 Tesuque, 280 Eldorado and 290 Edgewood



Connections to the Rail Runner

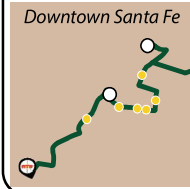


Connection to Santa Fe Trails



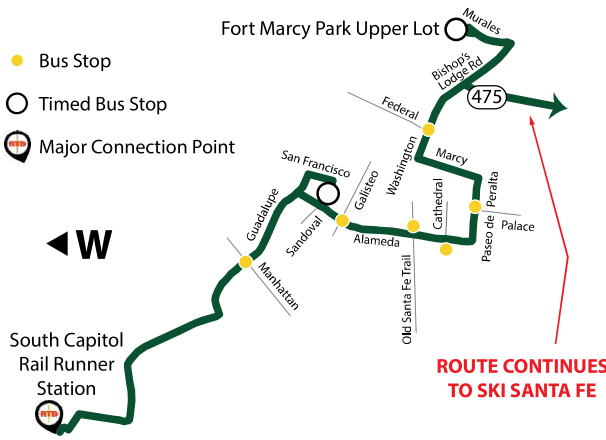
Connection to Park & Ride

* Catch the 8:15pm Rail Runner from South Capitol or catch the 8:10pm Rail Runner in the Railyard at Guadalupe & Manhattan.



- Major Connection Point
- Timed Bus Stop
- Bus Stop
- Daily Service

Downtown Santa Fe Stops



Weekday Schedule

Eastbound ▶					
Trip No.	South Capitol Station	Sandoval Street & W Water Street	Fort Marcy Park Upper Lot	NM-475 & Ten Thousand Waves Way	Ski Santa Fe
AM Trip					
E1	9:00	9:10	9:19	9:30	10:00
PM Trip					
E2	1:45	1:55	2:04	2:15	2:45

Westbound ◀					
Trip No.	Ski Santa Fe	NM-475 & Ten Thousand Waves Way	Fort Marcy Park Upper Lot	Sandoval Street & W Water Street	South Capitol Station
AM Trip					
W1	10:15	10:45	10:50	11:00	11:15
PM Trip					
W2	3:00	3:30	3:35	3:45	4:00

Weekend Schedule

Eastbound ▶					
Trip No.	South Capitol Station	Sandoval Street & W Water Street	Fort Marcy Park Upper Lot	NM-475 & Ten Thousand Waves Way	Ski Santa Fe
AM Trip					
E1	10:30	10:40	10:49	11:00	11:30
PM Trip					
E2	1:00	1:10	1:19	1:30	2:00
E3	3:30	3:40	3:49	4:00	4:30

Westbound ◀					
Trip No.	Ski Santa Fe	NM-475 & Ten Thousand Waves Way	Fort Marcy Park Upper Lot	Sandoval Street & W Water Street	South Capitol Station
AM Trip					
W1	11:45	12:15	12:20	12:30	12:45
PM Trip					
W2	2:15	2:45	2:50	3:00	3:15
W3	4:45	5:15	5:20	5:30	5:45 *

Fares:

The 255 Mountain Trail route provides service seven days a week, and is free to ride.

On Eastbound trips a token will be provided that can be redeemed for a \$5.00 discount at Ski Santa Fe - *with the exception of alcohol*

Holidays:

Service provided on ALL HOLIDAYS during the WINTER schedule.

Serving Persons with Disabilities

All vehicles are wheelchair accessible. For qualifying persons with disabilities NCRTD also provides an ADA paratransit service within the City of Española and the Town of Taos. For all other routes outside those areas, the fixed route bus will "flex" up to ¾ of a mile on paved and/or graveled roads for qualifying persons with disabilities. These are "origin to destination" transportation services for persons with disabilities who cannot use the fixed bus service.

Individuals who wish to be considered for this service will need to complete an application, have the information verified by a medical professional, and be certified by the NCRTD as ADA paratransit eligible. There is no cost for this service. For more information please call (866) 206 0754 or visit our website at RidetheBlueBus.com

The bus operator will assist an individual to get on or off the bus, but will not load or unload the individual's personal belongings or carry-on items. If an individual needs assistance beyond this, he/she must be accompanied by a personal care attendant. Required personal care attendants ride free with the person they are assisting.

Passengers age 65 and older, passengers with Medicare cards and individuals with disabilities are eligible to ride for a reduced fare of 50% of the standard fare. Individuals with disabilities may self-disclose disability or show any transit agency issued ADA eligibility ID Card for reduced fare.

Title VI

The North Central Regional Transit District (NCRTD) is committed to compliance with Title VI of the Civil Rights Act of 1964, 49 CFR, part 2, and all related regulations and directives. NCRTD assures that no person shall on the grounds of religion, race, color, national origin, gender, age, disability, income status or English proficiency be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity under any NCRTD program, activity or service.

The NCRTD will not discriminate on the basis of race, color or national origin in the delivery of service. To obtain more information on our nondiscrimination obligations or to file a Title VI complaint, contact us at: NCRTD, Executive Director, 1327 N Riverside Dr., Española, NM 87532

El NCRTD no discrimina sobre la base de raza, color u origen nacional en la prestación del servicio. Para obtener más información acerca de nuestras obligaciones de no discriminación o para presentar una queja del Título VI, póngase en contacto con nosotros en: NCRTD, Director Ejecutivo, 1327 N Riverside Dr., Española, NM 87532

ENHANCING YOUR RIDING EXPERIENCE



The NCRTD "Blue Bus" is committed to providing a safe and comfortable experience. We kindly ask that for your benefit and that of your fellow passengers you respect the guidelines and rules outlined below so you can continue to enjoy the service.

FOR EVERYONE'S SAFETY:

- Bike racks are available on a first come, first served basis
- Vehicles are equipped with video and audio surveillance
- Please remain seated while the vehicle is in motion
- Children under the age of 10 must be accompanied by an adult or guardian
- Racks to accommodate skis and snowboards to be provided during the winter season
- Sleds, inflated tubes or anything that could obstruct the aisle or seats will not be allowed

OUT OF COURTESY FOR EACH OTHER:

- Please avoid playing music that can be heard by others
- Please avoid talking loudly on your cell phone
- Appropriate clothing must be worn (shirt, pants/bottoms and shoes)
- Animals are allowed on buses under one of the following exceptions:
 - Service animals necessary for travel by passengers with disabilities
 - Animals that can be safely transported in a carrier

WE TAKE PRIDE IN KEEPING OUR BUSES CLEAN FOR YOU! TO HELP US:

- Food in a sealed container is okay, but eating is not permitted on the bus
- Only non-alcoholic beverages in a sealed hard container can be consumed
- Please don't put your feet on your seat or back of the seat in front of you
- Please use trash receptacles on the bus and at the bus stops

DRIVERS HAVE THE RESPONSIBILITY TO REFUSE SERVICE WHEN THEY SEE:

- Smoking on the bus
- Open alcoholic beverages
- Illegal drugs
- Offensive or threatening language
- Belligerent behavior
- Weapons

LOST ITEMS?

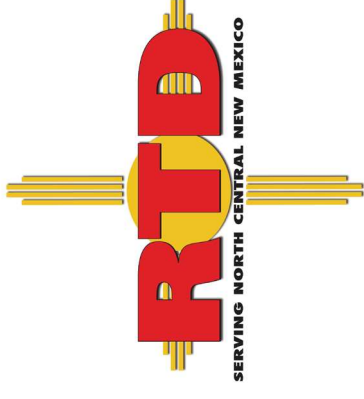
- While the NCRTD is not responsible for lost or stolen items, we encourage you to notify the RTD at 866-206-0754 to see if it's been recovered
- Lost and found items are only kept for 30 days

**For more information,
please call: 866-206-0754
RidetheBlueBus.com**

255 Mountain Trail

WINTER SCHEDULE

Effective Thanksgiving Day (or upon open of Ski Santa Fe) through the close of Ski Santa Fe in early April.



**255 Mountain Trail serves the South
Capitol Rail Runner Station, Downtown
Santa Fe, Fort Marcy Park, NM 475, Hyde
Park Road, Santa Fe National Forest and
Hyde State Park to Ski Santa Fe**



To access the Blue Bus Tracker:

Scan this QR Code or download the MyStop App to your mobile device

**North Central Regional Transit District
1327 N. Riverside Drive**

Española, NM 87532

866-206-0754

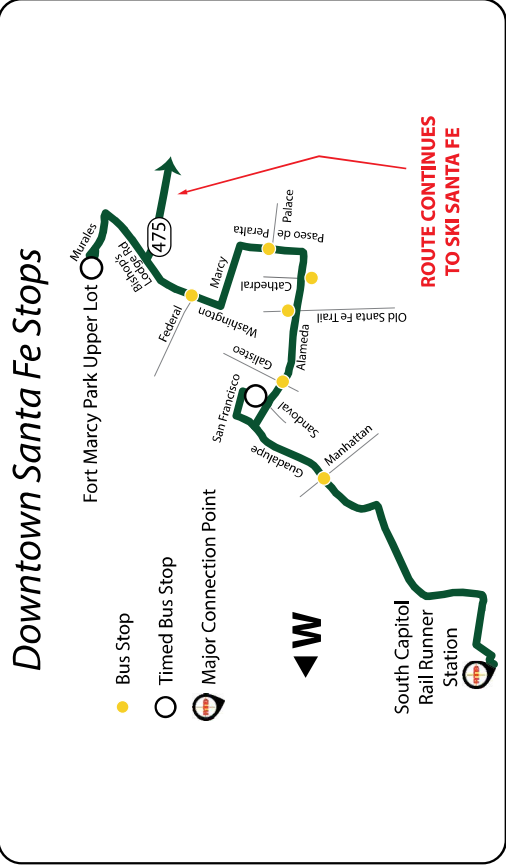
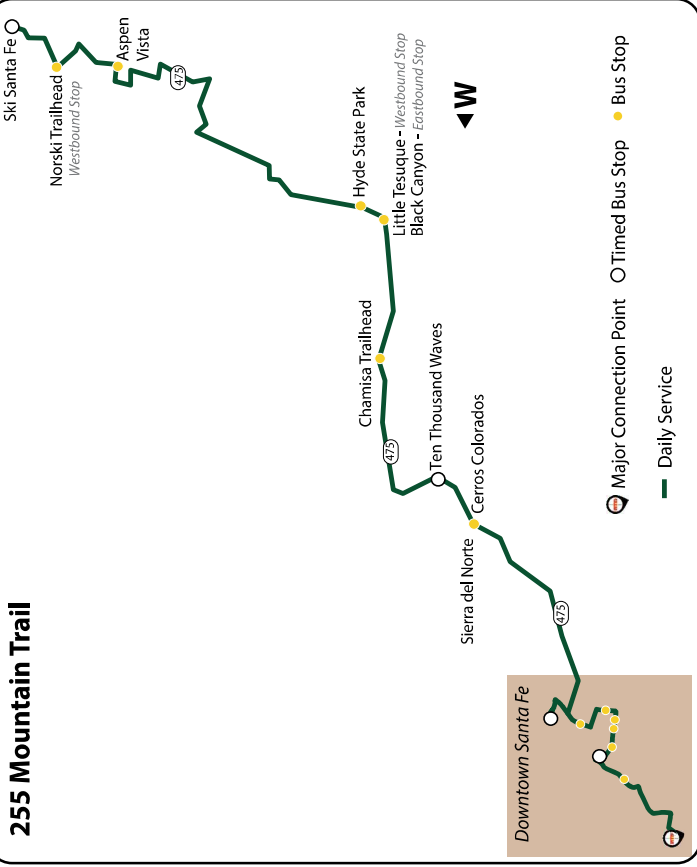
505-629-4725

RidetheBlueBus.com

Route and schedule information updated November 12, 2021

255 Mountain Trail - WINTER

WINTER coincides with the open and close of Ski Santa Fe
 - On Eastbound trips a token will be provided that can be redeemed for a \$5.00 discount at Ski Santa Fe with the *exception of alcohol*
 - From December 24 - January 1 Operates on a weekend schedule



Weekday Schedule

Eastbound ▲		Westbound ▼					
Trip No.	South Capitol Rail Runner Station	Sandoval St. & Water St.	Fort Marcy Park	NM-475 & Ten Thousand Waves	Ski Santa Fe	Sandoval St. & Water St.	South Capitol Rail Runner Station
AM Trips							
1E	8:00	8:10	8:19	8:30	9:00		10:10
2E	11:30	11:40	11:49	12:00	12:30		1:45
PM Trips							
3E	3:30	3:40	3:49	4:00	4:30		5:30

Weekend Schedule

Eastbound ▲		Westbound ▼					
Trip No.	South Capitol Rail Runner Station	Sandoval St. & Water St.	Fort Marcy Park	NM-475 & Ten Thousand Waves	Ski Santa Fe	Sandoval St. & Water St.	South Capitol Rail Runner Station
AM Trips							
1E	8:00	8:10	8:19	8:30	9:00		10:10
2E	9:00	9:10	9:19	9:30	10:00		11:10
3E	10:30	10:40	10:49	11:00	11:30		12:45
4E	11:30	11:40	11:49	12:00	12:30		
PM Trips							
5E	12:55	1:05	1:14	1:25	1:55		1:45
6E	3:30	3:40	3:49	4:00	4:30		3:00
7E	3:45	3:55	4:04	4:15	4:45		5:30

Connection to RTD, Rail Runner and Santa Fe Trails

* Catch the 8:15pm Rail Runner from South Capitol or catch the 8:10pm Rail Runner in the Railyard at Guadalupe & Manhattan.

As of Daylight Savings Time (March) the **3W** weekday, **6W** weekend and **7W** weekend evening westbound times beginning at Ski Santa Fe adjust to depart 30 minutes later, see the following times:

- 3W - Weekday:** 5:00pm, 5:30pm, 5:35pm, 5:45pm and 6:00pm
- 6W - Weekend:** 5:00pm, 5:30pm, 5:35pm, 5:45pm and 6:00pm
- 7W - Weekend:** 5:30pm, 6:00pm, 6:05pm, 6:15pm and 6:30pm

About this Route:

- The route begins at the South Capitol Rail Runner Station and goes through Downtown Santa Fe to Fort Marcy Park (bus stop located on Murales between Old Taos Highway and Bishops Lodge Rd.), and up NM-475 (Hyde Park Rd.) to the Santa Fe National Forest and Ski Santa Fe
- Downtown stops include Guadalupe & Manhattan, Sandoval & Water, Alameda & Galisteo, Alameda & Old Santa Fe Trail (westbound only), Alameda & Cathedral (eastbound only), Paseo de Peralta & Palace and Washington & Federal
- Free park and ride options can be found at the South Capitol Station and Fort Marcy Park adjacent to the bus stop on Murales Rd. on the north side of Park

About Timed Bus Stops, Other Bus Stops, and How to Read the Schedule

- Timed bus stops are major stops along the route
- Timed bus stops are reference points indicating when the bus will be at each major stop
- Other bus stops may be in between timed bus stops. These stops are shown on the map but not listed in the schedule because they are very close in time to one or more timed bus stops
- Timed bus stops are approximate, so plan to arrive at the bus stop five minutes early



255 Mountain Trail route bus stops- by direction

Eastbound (Up the Mountain)

- S Capitol Rail Runner Station
 - Guadalupe @ Manhattan*
 - Sandoval @ Water
 - Alameda @ Galisteo
 - Alameda @ Cathedral
 - Paseo de Peralta @ Palace
 - Washington @ Federal
 - Murales Rd @ Fort Marcy Upper Lot
 - NM475 @ Cerros Colorados (Dale Ball)
 - NM475 @ 10,000 Waves
 - NM475 @ Chamisa Trailhead
 - NM475 @ Black Canyon
 - NM475 @ Hyde State Park
 - NM475 @ Aspen Vista Picnic Area
 - NM475 @ Ski Santa Fe Upper Lot
- Timed Bus Stop**
● Bus Stop

Westbound (Down the Mountain)

- NM475 @ Ski Santa Fe Upper Lot
 - NM475 @ Norski Trailhead ***This stop is served on the Westbound trips only***
 - NM475 @ Aspen Vista Picnic Area
 - NM475 @ Hyde State Park
 - NM475 @ Little Tesuque Picnic Area
 - NM475 @ Chamisa Trailhead
 - NM475 @ 10,000 Waves
 - NM475 @ Cerros Colorados (Dale Ball)
 - Murales Rd @ Fort Marcy Upper Lot
 - Washington @ Federal
 - Paseo de Peralta @ Palace
 - Alameda @ Old Santa Fe Trail
 - Alameda @ Galisteo
 - Sandoval @ Water
 - Guadalupe @ Manhattan*
 - S Capitol Rail Runner Station
- *The Guadalupe and Manhattan stop serves the Santa Fe Depot Rail Runner stop and Railyard**

**EASEMENT AGREEMENT
BETWEEN
THE CITY OF SANTA FE
AND
THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT
FOR
THE USE OF CITY PROPERTY**

THIS AGREEMENT is made between the City of Santa Fe, (“City”) and the North Central Regional Transit District, (NCRTD), collectively referred to as the “Parties.”

The City hereby permits the NCRTD to use a portion of land herein described for the purpose and term set forth and in accordance with the conditions set forth. The Parties agree as follows:

1. **The Property:** The City owns certain real property located at Fort Marcy Park in the City and County of Santa Fe (hereinafter the “Property.”)
2. **The Bus Stop:** The Parties agree that the NCRTD is hereby permitted to use a portion of the Property for purposes of a bus stop and associated improvements shown on the attached Exhibit A as Bus Stop 470 (hereinafter the “Bus Stop.”)
3. **Grant of Easement:** The City hereby grants an easement to the NCRTD for the construction, maintenance and use of the Bus Stop on the Property for public transit purposes along with ingress and egress to the Bus Stop. The Parties agree that the NCRTD may record this Easement with the Santa Fe County Clerk.
4. **Purpose:** The easement for the Bus Stop is granted for the purposes of operation of the NCRTD’s regional transit system on City owned property and to ensure that the federally funded costs of building and maintain the facilities on the Bus Stop are fully amortized prior to reversion of the property to a non-transit use.
5. **Term:** The term of this Agreement shall be for twenty (20) years. Beginning on the date of final execution of this Agreement. This Agreement may be extended on a year-by-year basis by mutual written consent of both parties. If the parties fail to extend this Agreement in writing as provided in this paragraph, NCRTD’s holding over or continued use or occupancy of the Bus Stop shall be construed as a month to month use subject to the same terms and conditions set forth in this Agreement.
6. **NCRTD’S Access:** NCRTD shall have the right to enter the Property and access the Bus Stop in order to operate its transit system during between the hours of 5 A.M. and 9 P.M. City may limit access during special events but shall give the NCRTD 15 days prior written notice before any such limitation on access.
7. **Condition of the Bus Stop:** NCRTD accepts the Bus Stop, and its condition, “as is.”

8. **Improvements:** The Parties agree that the NCRTD shall be responsible for making improvements to the Bus Stop and the City shall be responsible for improvements to and the maintenance of all other portions of the Property. The type and location of any improvements deemed necessary by the Parties shall be agreed to in writing by both Parties prior to the making any improvements that would impact the Parties' respective operations on the Property.

All alterations and improvements made to or placed by the NCRTD on the Bus Stop which can be removed without undue damage to the Property and are, in fact, removed by NCRTD prior to termination of this Agreement or any renewal thereof or within 30 days after termination of this Agreement, are and shall remain the NCRTD's property except as the parties mutually agree otherwise in writing. Alterations and improvements of a permanent nature which cannot be removed without undue damage to the Lot shall become the City's property except as the parties mutually agree otherwise in writing.

9. **Condition of Bus Stop Upon Surrender:** At the termination of this Agreement, NCRTD shall surrender the Bus Stop in the condition in which it was found at the inception of this Agreement, excepting:

- a. deterioration caused through reasonable use and ordinary wear and tear;
- b. alterations, improvements or conditions made as part of this Agreement; and
- c. any change, damage or destruction not resulting from NCRTD's willful act.

10. **New Mexico Tort Claims Act:** As between the City and the NCRTD, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.* This paragraph is intended only to define the liabilities between the Parties and it is not intended to modify, in any way, the Parties' liabilities as governed by the common law of the New Mexico Tort Claims Act.

11. **Maintenance and Security:** The Parties agree that the City shall be responsible for maintaining and securing the Property generally and that the NCRTD shall be responsible for Maintenance of the Bus Stop.

12. **Notice:** All notices relating to this Agreement shall be in writing.

13. **Termination:** Each party has the option of canceling this Agreement by giving sixty (60) days written notice to the other party. By such termination neither party may nullify obligations already incurred for performance of the Agreement prior to the date of termination of this Agreement. If the City elects to terminate this Agreement prior to the full amortization of all federally funded improvements the City agrees to pay any amounts required by the federal government of the NCRTD for the conversion of the transit facilities to non-transit use and any relocation costs for a new or relocated transit facility.

14. **Succession:** Provisions of this Agreement shall apply and extend to all successors

and assigns of the parties.

15. **Amendments in Writing:** This Agreement shall not be altered except by an instrument in writing executed by the parties.
16. **Merger of Prior Agreements:** This Agreement includes all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Agreement, and all such conditions, understandings and agreements have been merged into this written Agreement. No prior condition, agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.
17. **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Mexico.
18. **Address for Notices, Etc.:** Notices required under this Agreement shall be made at the following addresses, except as changed by written notice to the opposite party:
 - a) NCRTD: Anthony J. Mortillaro, Executive Director
1327 Riverside Drive
Española, NM 87532
 - b) City: City of Santa Fe
Attention of City Manager
200 Lincoln Avenue
Santa Fe, New Mexico 87501

NCRTD

By: 
Anthony J. Mortillaro, Executive Director

Date: 1-21-22

City of Santa Fe:

By: _____
Alan Webber, Mayor

Date: _____

Attest:

By: _____
Kristine Bustos Mihelcic, City Clerk

Date: _____

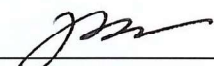
Approved as to form and legal sufficiency.

City Attorney's Office:

By: 
Senior Assistant City Attorney

Date: Jan 11, 2022

NCRTD:

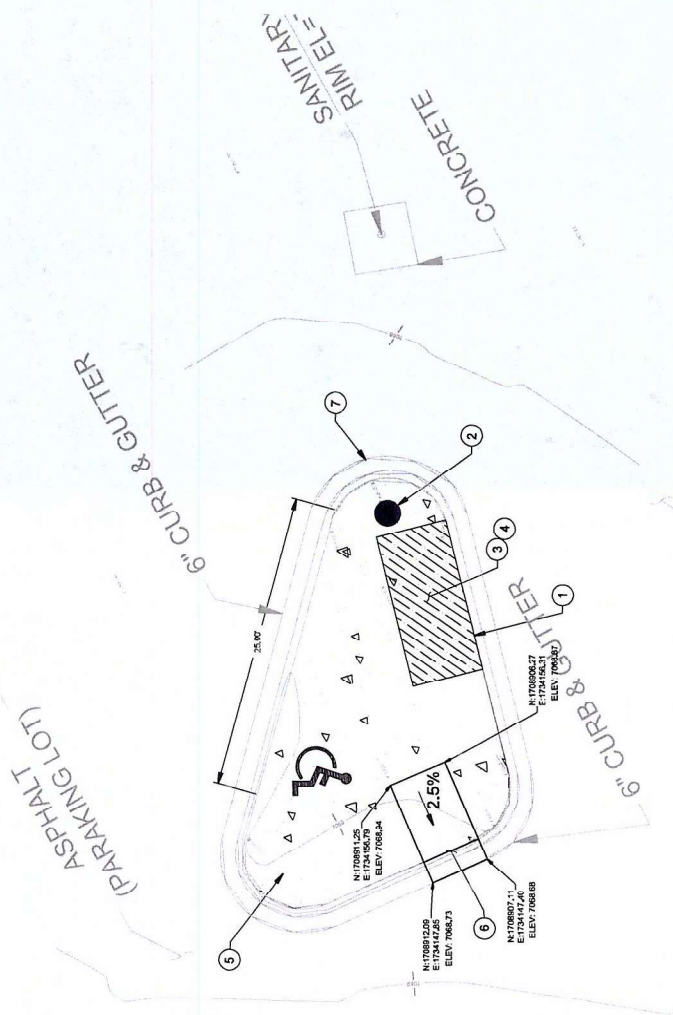

Peter A. Dwyer
Legal Counsel

Date: Jan. 25, 2022

EXHIBIT A



EXHIBIT B



STOP #470 PLAN VIEW
SCALE 1"=30'

TRANSIT BUS STOP #470				
ITEM NO.	DESCRIPTION	UNIT	QTY	USE
608004	CONCRETE SIDEWALK, 4"	SQ.YD.	50.58	51.00
608006	CONCRETE SIDEWALK, 6"	SQ.YD.	8.67	9.00
667001	10' SHELTER	EA	1.00	1.00
667002	TRASH RECEPTACLE	EA	1.00	1.00

LEGEND

- MISCELLANEOUS PAVING
- CONCRETE
- TRANSIT STOP SHELTER LOCATION

CONSTRUCTION NOTES

- 1 INSTALL CONCRETE PAD PER DETAIL ON SHEET 2-1.
- 2 INSTALL TRASH RECEPTACLE PER DETAILS ON SHEET 2-1
- 3 INSTALL 10' BUS SHELTER WITH BENCH, AND ADVERTISEMENT PANEL
- 4 INSTALL BUS STOP SIGN
- 5 INSTALL CONCRETE PAD PER DETAIL ON SHEET 2-1, MATCH RADIUS OF EXISTING CURB AND GUTTER.
- 6 INSTALL CONCRETE ADA RAMP ACCORDING TO NMDOT SEC 608 STANDARDS
- 7 EXISTING CURB & GUTTER TO REMAIN IN PLACE

NO.	DESCRIPTION	REVISION (OR CHANGE NOTICES)
1		
2		
3		
4		

TRANSIT STOP ADA TRANSITION PLAN
IMPROVEMENT PHASE VII & VIII
SANTA FE BUS STOP #470




City of Santa Fe, New Mexico


Memorandum



Date: May 6, 2022

To: Quality of Life Committee, Finance Committee, and Governing Body

Via: Erin K. McSherry, City Attorney 
EM

From: Kyle Hibner, City Prosecutor 
KH

RE: Failure to Pay Penalty Removal

EXECUTIVE SUMMARY:

The proposed Bill amends language in Schedule A of the Uniform Traffic Ordinance (“UTO”) to prohibit the Municipal Court from notifying the Motor Vehicle Division (MVD) when a driver fails to pay a penalty assessment within the required period of time. If such a notification were sent, it would result in the suspension of the driver’s license.

BACKGROUND:

The Fines and Fees Justice Center advocates the elimination of the suspension of driver’s licenses based on the failure of a driver to pay penalty assessments. In particular, the Fines and Fees Justice Center argues that debt-based suspensions force the driver to make the choice of either losing their job because of a lack of transportation or to continue driving on a suspended license and risk additional fines and fees, arrest, and possible incarceration.

According to the Fines and Fees Justice Center, 40% of drivers who lose their licenses also lose their jobs and those who are able to find jobs take significant pay cuts.

Since the start of the COVID-19 pandemic, the Municipal Court has not sent notices to the MVD for failure to pay. This Bill would require the Municipal Court to continue to not send notice to the MVD.

ACTION REQUESTED:

Approve the Bill as presented.

ATTACHMENTS:

Bill
Fiscal Impact Report

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CITY OF SANTA FE, NEW MEXICO

BILL NO. 2022-__

INTRODUCED BY:

Councilor Carol Romero-Wirth

Councilor Jamie Cassutt

Councilor Renee Villarreal

AN ORDINANCE

**RELATING TO THE CITY OF SANTA FE UNIFORM TRAFFIC ORDINANCE (“UTO”);
AMENDING SECTION 7 OF SCHEDULE A TO PROHIBIT THE MUNICIPAL COURT
FROM NOTIFYING THE MOTOR VEHICLE DIVISION OF THE STATE OF NEW
MEXICO WHEN A PERSON FAILS TO PAY A PENALTY ASSESSMENT WITHIN THE
REQUIRED PERIOD OF TIME.**

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

**Section 1. Section 7 of Schedule A of the Uniform Traffic Ordinance (being Ord.
No. 2011-4, as amended) is amended to read:**

SCHEDULE A

TRAFFIC VIOLATION PENALTY ASSESSMENT SCHEDULE

ADOPTED: July 12, 2006 – Ord. No. 2006-34

AMENDED: March 25, 2009 – Ord. No. 2009-11

February 10, 2010 – Ord. No. 2010-2

June 29, 2011 – Ord. No. 2011-23

1 August 13, 2014 – Ord. No. 2014-26

2 February 24, 2021 – Ord. No. 2021-2

3 June __, 2022 – Ord. No. 2022-__

4 **SECTION 7. FAILURE TO PAY PENALTY ASSESSMENT**

5 A. If a penalty assessment is not paid within 30 days from the date of arrest, the
6 violator shall be prosecuted for the violation charged on the penalty assessment notice in a manner
7 as if the penalty assessment notice had not been issued. Upon conviction in such prosecution, the
8 court shall impose penalties as provided for by the New Mexico Uniform Traffic Ordinance
9 (Section 12-12-1.1), or other law relating to motor vehicles for the particular offense charge, and
10 the scheduled penalty assessment shall not apply.

11 B. In addition to the prosecution provided for in Section A above, it is a misdemeanor
12 for any person who has elected to pay a penalty assessment to fail to do so within 30 days from the
13 date of arrest.

14 C. The municipal court shall not notify the motor vehicle division of the state of New
15 Mexico when a person fails to pay a penalty assessment within the required period of time. [~~The
16 motor vehicle division shall report the notice upon the driver's record and shall not renew the
17 person's license to drive until the municipal court notifies the motor vehicle division that the
18 penalty assessment, or its equivalent, as well as any additional penalties imposed are properly
19 disposed of.]~~

20 PASSED, APPROVED, and ADOPTED this __ day of _____, 2022

21
22
23 _____
24 ALAN WEBBER, MAYOR
25

1 ATTEST:

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4 KRISTINE MIHELICIC, CITY CLERK

5 APPROVED AS TO FORM:

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8 ERIN K. MCSHERRY, CITY ATTORNEY

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25 *Legislation/2022/Bills/Failure to Pay Penalty Removal*

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** X **Resolution:** _____

Short Title(s): Failure to Pay Penalty Removal

Sponsor(s): Councilor Romero-Wirth and Councilor Cassutt

Reviewing Department(s): City Attorney's Office

Staff Completing FIR: Kyle Hibner **Date:** 4/22/22 **Phone:** 955-5195

Reviewed by City Attorney:  **Date:** May 6, 2022

Reviewed by Finance Director: Alexis Lotero **Date:** May 6, 2022
Alexis Lotero (May 6, 2022 14:27 MDT)

Summary:

The proposed Bill amends language in Schedule A of the Uniform Traffic Ordinance ("UTO") to prohibit the Municipal Court from notifying the Motor Vehicle Division ("MVD") when a driver fails to pay a penalty assessment within the required period of time. Such a notification, if given, would result in the suspension of the driver's license.

Departments Affected:

Municipal Court

Consequences of Not Enacting Legislation:

If this Bill is not adopted, the Municipal Court will continue to be required to notify the MVD when a driver fails to pay a penalty assessment, resulting in the suspension of the driver's license. Such a suspension may force the driver to choose between losing a job because of a lack of transportation or continuing to drive on a suspended license, risking additional fines and fees.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None identified. The Fines and Fees Justice Center, the American Constitution Society, and others seek to eliminate the suspension of a driver's license for failure to pay and failure to appear.

Performance and Administrative Implications:

If the Bill is adopted, the Municipal Court will be prohibited from notify the MVD when a driver fails to pay the penalty assessment. Municipal Court will continue to schedule drivers for a "failure to comply" if the driver fails to pay the penalty assessment.

Fiscal Implications:

The fiscal implications of this bill will be minimal. The Municipal Court will still have the ability to attempt to collect monies owed through scheduling a "failure to comply" hearing if a person does not pay the penalty assessment. This bill does not change the obligation of a person to pay a penalty assessment.

Fiscal Impact

 X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE ___	FYE ___	FYE ___	FYE ___	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and Benefits*</u>	\$ _____	\$ _____	\$ _____	\$ _____	_____	_____	_____	_____
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	\$ _____	_____	_____	_____	_____
<u>Contractual/ Professional Services</u>	\$ _____	\$ _____	\$ _____	\$ _____	_____	_____	_____	_____
<u>Operating</u>	\$ _____	\$ _____	\$ _____	\$ _____	_____	_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____	\$ _____	_____	_____	_____	\$ _____

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE ___	FYE ___	FYE ___	FYE ___	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____	\$ _____	_____	_____

Revenue Narrative:



Signature:

Email: kjhibner@santafenm.gov

17. **PUBLIC COMMENT (First Public Comment, No Action)**

a. CONSIDERATION OF BILL NO. 2022-___. (Councilor Romero-Wirth and Councilor Cassutt)
An Ordinance Relating to the City of Santa Fe Uniform Traffic Ordinance (“UTO”); Amending Section 7 of Schedule A to Prohibit the Municipal Court From Notifying the Motor Vehicle Division of the State of New Mexico When a Person Fails to Pay a Penalty Assessment Within the Required Period of Time. (Kyle Hibner, City Prosecutor: khibner@santafenm.gov, 955-5195)

Committee Review:

Governing Body (Introduced): 05/11/2022

Governing Body (Public Comment): 05/25/2022

Quality of Life Committee: 06/01/2022

Governing Body (Public Hearing): 06/29/2022

Name: Amber Farrell

Comment - 05/25/2022 12:27 PM: (For)

NMABFF Open Letter for Public Comment at Santa Fe City Council

Re: Driver License Suspension Bill

Date: May 25, 2022

The New Mexico Advisory Board on Fines and Fees stands in strong support of item seventeen on the Governing Body’s agenda, relating to driver’s license suspension reform. The Advisory Board is a group of behavioral health and criminal justice reform professionals that have been directly impacted by the criminal legal system. Several of our board members live, work, or are from Santa Fe .

Debt-based license suspensions force an impossible choice: stop driving—and lose access to work & basic necessities—or keep driving and risk more unaffordable fines and fees. Drivers’ License Suspensions should be reserved for getting dangerous drivers off the road, but instead, **most license suspensions in this city, and across the state, are issued for unpaid debt or a missed court hearing.** This practice does nothing to improve public safety, and this reality disproportionately burdens Santa Fe residents who live far from their place of work and are struggling to support their families.

The NMABFF is all too familiar with the failures of the debt-based license suspension system. One of our founding members is from Santa Fe and is a life-long, hardworking resident of New Mexico. Years ago, her license was suspended and a warrant for her arrest was issued for an unpaid speeding ticket. Never made aware of the warrant or the suspension, she continued driving. As a result, her fees piled up to hundreds of dollars, and when confronted by a judge, she agreed to payments she knew she could not afford for fear of being jailed. As a single mother of three children under the age of five and only caretaker of her father, jail was not an option—and neither was spending hours finding, registering for, and completing community service (without the ability to drive). She spent months forgoing basic necessities for herself and family (using primarily public assistance dollars) to pay off her court and reinstatement fees and get her license back. One speeding ticket combined with a regressive Drivers’ License Suspension system financially devastated this family, and her story is not uncommon in Santa Fe and across the state.

So many Santa Fe residents can’t legally drive simply because they are trapped in a cycle of debt and their access to safe and legal transportation is limited. Polling by Change Research in 2021 indicates **the majority of New Mexicans oppose suspending driver’s licenses of people who cannot afford to immediately pay a ticket or other court fees and fines.** This holds across race, region, and political parties. [1]

This proposed ordinance demonstrates Santa Fe’s commitment to the needs and desires of its residents by removing barriers to employment and socioeconomic success. We urge the council to approve this bill and allow it to move forward and act as a model for cities around our state.

Thank you.

New Mexico Advisory Board on Fines and Fees

Floyd Zamora

Mona Serna

Yvette Medina

Matt Martin

Ginger Sharpe

Cavallaro Hart

[1] Change Research conducted a poll of 744 registered voters statewide. Strong majorities of voters support reform proposals to make the current system fairer to everyone, especially people with low incomes.




City of Santa Fe New Mexico



Memorandum



Date: May 20, 2022

To: Quality of Life Committee, Finance Committee, and Governing Body

Via: Geronimo Griego, Fire Marshal 

From: Brian Moya, Fire Chief 
Nathan Miller, Wildland Superintendent 

RE: Extending Fire Restrictions

ITEM AND ISSUE:

The proposed Resolution extends certain fire restrictions throughout the City of Santa Fe (“City”). The Resolution bans the sale and use of fireworks except for public displays of fireworks as approved by the City of Santa Fe fire chief.

BACKGROUND AND SUMMARY:

NMSA 1978, Section 60-2C-8.1, authorizes the governing body of a municipality to restrict the sale or use of fireworks within the boundaries of the municipality if severe or extreme drought conditions exist. As of May 19, all of Santa Fe County was in extreme drought, the second-highest classified level. State statute precludes a governing body from adopting fire restrictions 20 days prior to a holiday for which fireworks may be sold – the Fourth of July. Each Resolution has a maximum effective time period of thirty days, requiring the adoption of subsequent Resolutions if severe, extreme, or exceptional drought conditions persist.

The Santa Fe National Forest (“SFNF”) Forest Supervisor implemented USFS Stage II fire restrictions on April 22, 2022 and implemented Stage III fire restrictions on May 19, 2022. The Stage II fire restrictions remain in effect. Due to the proximity of the City to the SFNF, the proposed Resolution strongly encourages City residents to adhere to the Stage II fire restrictions implemented in the SFNF.

The Forest Service’s Stage II fire restrictions are a proactive way to reduce the risk of human-caused wildfires, protect natural and cultural resources, and enhance public and firefighter safety.

ACTION REQUESTED:

Adopt the Resolution as presented.

ATTACHMENTS:

Resolution

Fiscal Impact Report

Drought Monitor – Weekly Conditions

Drought Monitor – Seasonal Outlook

1 **CITY OF SANTA FE, NEW MEXICO**

2 **RESOLUTION NO. 2022-__**

3 **INTRODUCED BY:**

4
5 Councilor Chris Rivera

6 Councilor Carol Romero-Wirth

7 Councilor Renee Villarreal

8 Councilor Jamie Cassutt

9
10 **A RESOLUTION**

11 **PROCLAIMING SEVERE OR EXTREME DROUGHT CONDITIONS EXIST IN THE**
12 **CITY OF SANTA FE; IMPOSING FIRE RESTRICTIONS FROM JUNE 11, 2022, TO**
13 **JULY 10, 2022; BANNING THE SALE OR USE OF FIREWORKS WITHIN THE CITY**
14 **OF SANTA FE; AND PROHIBITING OTHER FIRE HAZARD ACTIVITIES.**

15
16 **WHEREAS**, the danger of range fires, grass fires, forest fires and structure fires are very
17 high or extremely high in and around the city of Santa Fe; and

18 **WHEREAS**, the weather in Santa Fe has been dry and windy, contributing to the present
19 very high or extremely high fire risk, and it is predicted that the windy and dry weather will continue
20 into the coming weeks, causing progressively worsening fire conditions; and

21 **WHEREAS**, due to abnormally low winter precipitation, United States forest service data
22 indicates very high or extreme fire danger presently exists; and

23 **WHEREAS**, multiple fires have broken out in central and northern New Mexico including
24 the Hermit's Peak/Calf Canyon fire that has displaced many residents who work in Santa Fe; and

25 **WHEREAS**, the Santa Fe National Forest ("SFNF") Forest Supervisor implemented Stage

1 II fire restrictions on April 22, 2022, which includes a prohibition on the following activities:

- 2 A. Building, maintaining, attending, or using a fire, campfire, or stove fire;
- 3 B. Smoking, except within an enclosed vehicle or building, a developed recreation
4 site, or while stopped in an area at least three feet in diameter that is cleared of
5 vegetation and flammable material;
- 6 C. Blasting, welding, or operating an acetylene or other torch with open flame;
- 7 D. Using an explosive of any kind;
- 8 E. Operating any equipment powered by an internal combustion engine, including
9 chainsaws, between the hours of 10 a.m. and 6 p.m.; and
- 10 F. Driving off designated roads; and

11 **WHEREAS**, the SFNF Forest Supervisor has implemented Stage III fire restrictions for
12 the full 1.6 million acres of the SFNF, which closes the forest until July 18, 2022, unless rescinded
13 earlier; and

14 **WHEREAS**, the order imposing Stage II fire restrictions remains in place throughout the
15 SFNF; and

16 **WHEREAS**, it is anticipated that drought conditions will be present for the foreseeable
17 future; and

18 **WHEREAS**, the probability of ignition of materials likely to serve as fuel for fire is
19 presently extremely high in the city of Santa Fe; and

20 **WHEREAS**, if the city experiences a fire that burns out of control in the watershed, 40%
21 of the city's water resources are at serious risk of complete loss or substantially reduced capacity;
22 and

23 **WHEREAS**, if the city experiences a fire that burns out of control in populated areas, it
24 may be necessary to evacuate and relocate affected residents; and

25 **WHEREAS**, pursuant to NMSA 1978, Section 60-2C-8.1, the governing body of a

1 municipality is authorized to restrict the sale or use of fireworks within the boundaries of the
2 municipality if severe or extreme drought conditions exist; and

3 **WHEREAS**, Governor Michelle Lujan Grisham issued Executive Order No. 2022-22 on
4 April 25, 2022 that urged municipalities to “consider implementing appropriate firework bans...as
5 well as any other appropriate fire prevention measures that they may legally enact.”; and

6 **WHEREAS**, according to the most recently available update to the U.S. Drought Monitor,
7 Santa Fe County is in an extreme drought, the second highest category.

8 **NOW, THEREFORE, BE IT PROCLAIMED BY THE GOVERNING BODY OF**
9 **THE CITY OF SANTA FE:**

10 **Section 1.** This resolution shall be deemed a proclamation within the meaning of
11 NMSA 1978, Section 60-2C-8.1 and SFCC 1987, Section 12-3.9.

12 **Section 2.** As per NMSA 1978, Section 60-2C-8.1, the Governing Body anticipates
13 severe or extreme drought conditions exist or may exist within the boundaries of the city of Santa
14 Fe based upon current drought indices published by the national weather service and other relevant
15 information supplied by the United States forest service.

16 **Section 3.** The Governing Body bans the sale or use of all fireworks listed in this
17 section from June 11, 2022 to July 10, 2022 to the maximum extent possible permitted in NMSA
18 1978, Section 60-2C-8.1.

19 A. The sale or use of the following fireworks is specifically banned within
20 the city limits:

- 21 (1) aerial devices:
- 22 (a) ariel shell kit-reloadable tubes;
 - 23 (b) aerial spinners;
 - 24 (c) helicopters;
 - 25 (d) mines;

- 1 (e) missile-type rockets;
- 2 (f) multiple tube devices;
- 3 (g) roman candles;
- 4 (h) shells; and
- 5 (i) stick-type rockets except for those specified in Section
- 6 60-2C-7(B)(1) and (2);
- 7 (2) ground audible devices:
- 8 (a) chasers; and
- 9 (b) firecrackers.

10 B. All fireworks within any lands covered wholly or in part by timber, brush,
11 or native grass are prohibited.

12 C. Any fireworks not listed in paragraphs A(1) and (2) of this Section are
13 limited to areas that are paved or barren or that have a readily accessible source of water
14 for use by the homeowner or the general public.

15 **Section 4.** Exceptions to the above restrictions are public displays of fireworks in
16 strict conformance with the requirements and conditions set forth in Section 12-3.3 SFCC 1987 and
17 as approved by the City of Santa Fe fire chief or their designee.

18 **Section 5.** Pursuant to SFCC 1987, Section 12-3.9,

19 A. Any individual, firm, partnership, or other entity found in violation of the
20 above restrictions shall be deemed guilty of a misdemeanor and shall be punished by
21 imprisonment for up to ninety (90) days or a fine not to exceed five hundred dollars (\$500),
22 or both.

23 B. Each and every occasion on which this section is violated shall be
24 considered a separate offense.

1 **BE IT FURTHER RESOLVED** that the Governing Body strongly encourages City
2 residents to adhere to the Stage II fire restrictions implemented in the SFNS.

3 **BE IT FURTHER RESOLVED** that the Governing Body recognizes that NMSA 1978,
4 Section 60-2C-8.1 only allows municipalities to adopt fire restrictions for 30 days at a time and no
5 less than 20 days prior to a holiday for which fireworks may be sold. Therefore, to ensure that there
6 will be no lapse in the fire restrictions imposed by this resolution, the Governing Body may impose
7 these fire restrictions at any subsequent meeting date hereafter to ensure that such fire restrictions
8 are in place during extreme or severe drought conditions and wildland fire conditions.

9 PASSED, APPROVED, AND ADOPTED this __ day of _____, 2022.

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ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Fire Restrictions 22-5

Sponsor(s): Councilor Rivera and Councilor Romero-Wirth

Reviewing Department(s): Fire Department

Staff Completing FIR: Nathan Miller Date: 5/17/2022 Phone: _____

Reviewed by City Attorney:  Date: May 20, 2022

Reviewed by Finance Director:  Date: May 22, 2022
Alexis Lotero (May 22, 2022 21:49 MDT)

Summary:

The proposed Resolution establishes restrictions for the sale and use of fireworks within City limits due to severe drought.

Departments Affected:

Fire Department; Police Department

Consequences of Not Enacting Legislation:

The City will not restrict the use of fireworks in the City limits that pose a risk of starting a fire due to severe to exceptional drought.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

The Resolution is consistent with NMSA 1978, Section 60-2C-8.1 and SFCC 1987, Chapter 12, Fire Protection and Prevention.

Performance and Administrative Implications:

If the Resolution is not adopted, there will not be an enforcement mechanism for the prohibitions adopted in the Resolution regarding the sale and use of fireworks.

Fiscal Implications:

None identified.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Benefits*</u>							
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

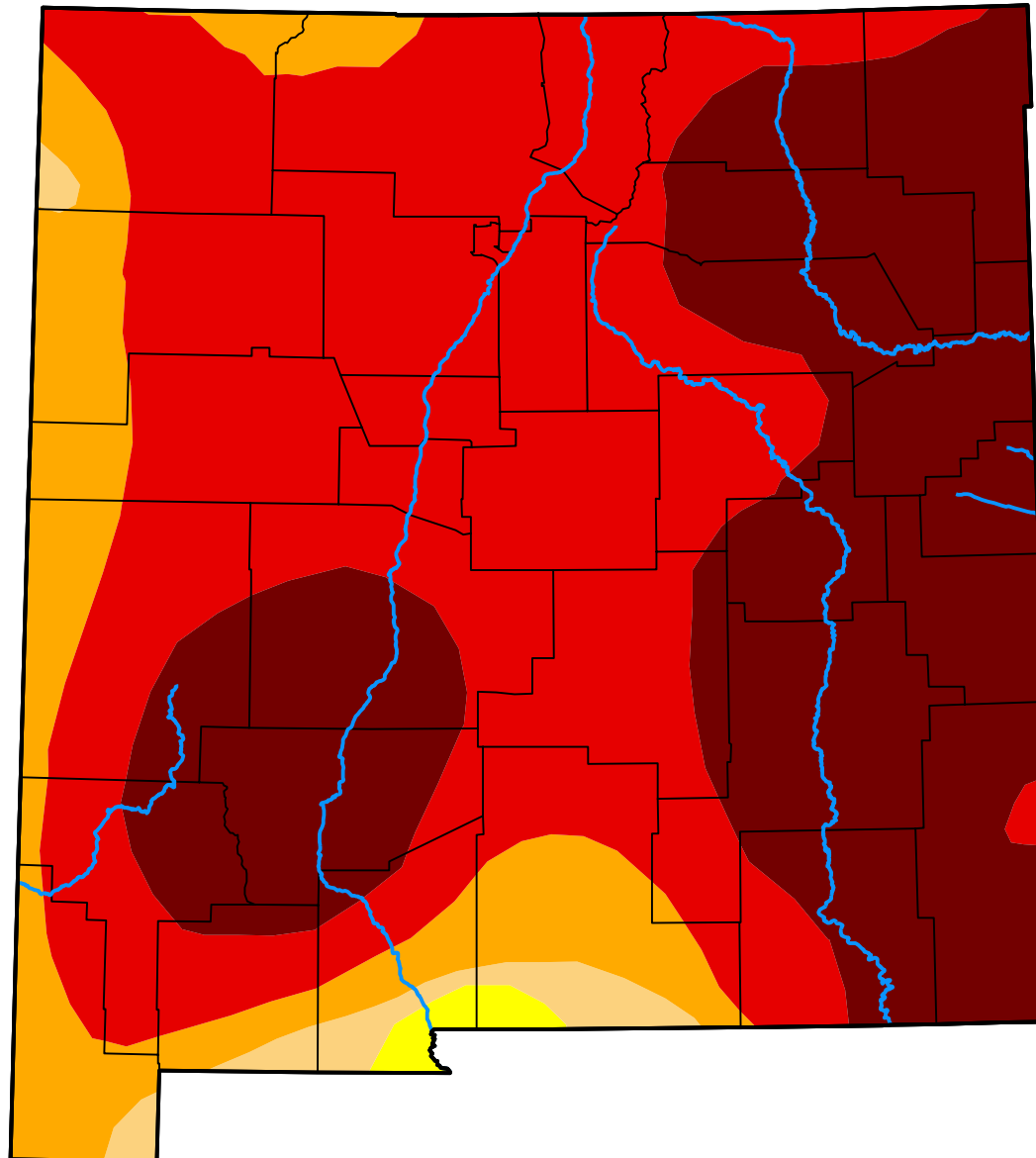
Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative:

U.S. Drought Monitor New Mexico

May 17, 2022
(Released Thursday, May. 19, 2022)
Valid 8 a.m. EDT



Intensity:

- None
- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>

Author:

Richard Heim
NCEI/NOAA

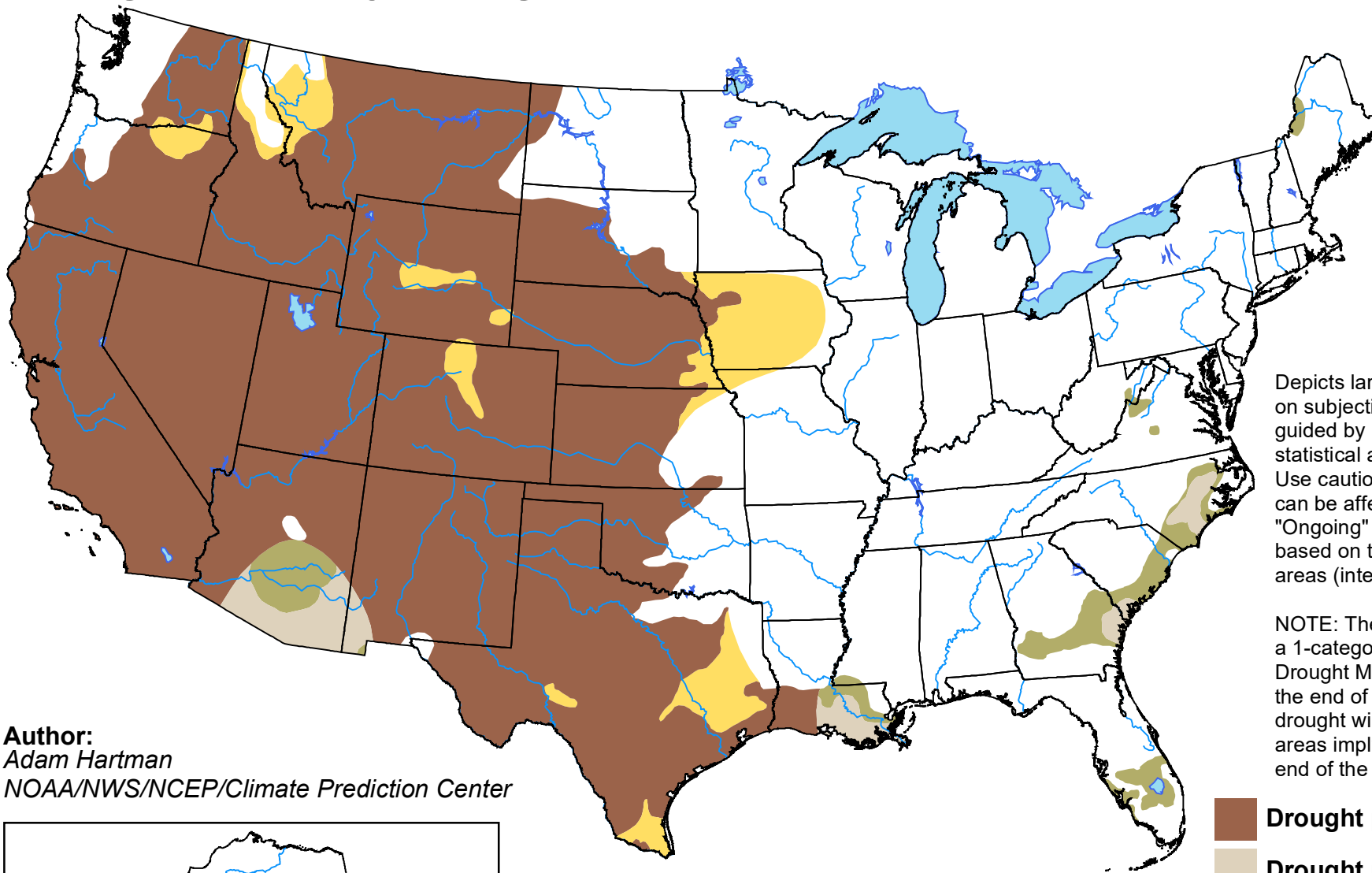


droughtmonitor.unl.edu

U.S. Seasonal Drought Outlook

Drought Tendency During the Valid Period





Valid for May 19 - August 31, 2022
Released May 19

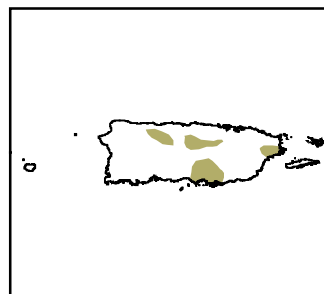
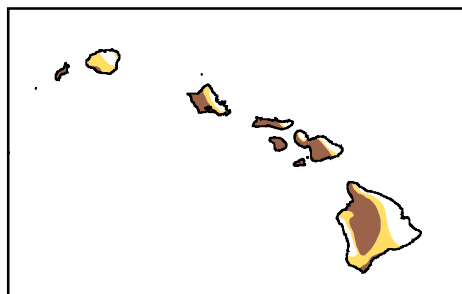
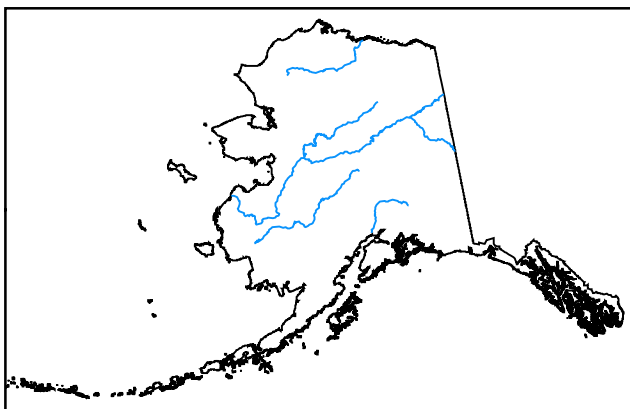


Depicts large-scale trends based on subjectively derived probabilities guided by short- and long-range statistical and dynamical forecasts. Use caution for applications that can be affected by short lived events. "Ongoing" drought areas are based on the U.S. Drought Monitor areas (intensities of D1 to D4).

NOTE: The tan areas imply at least a 1-category improvement in the Drought Monitor intensity levels by the end of the period, although drought will remain. The green areas imply drought removal by the end of the period (D0 or none).

Author:
Adam Hartman
NOAA/NWS/NCEP/Climate Prediction Center

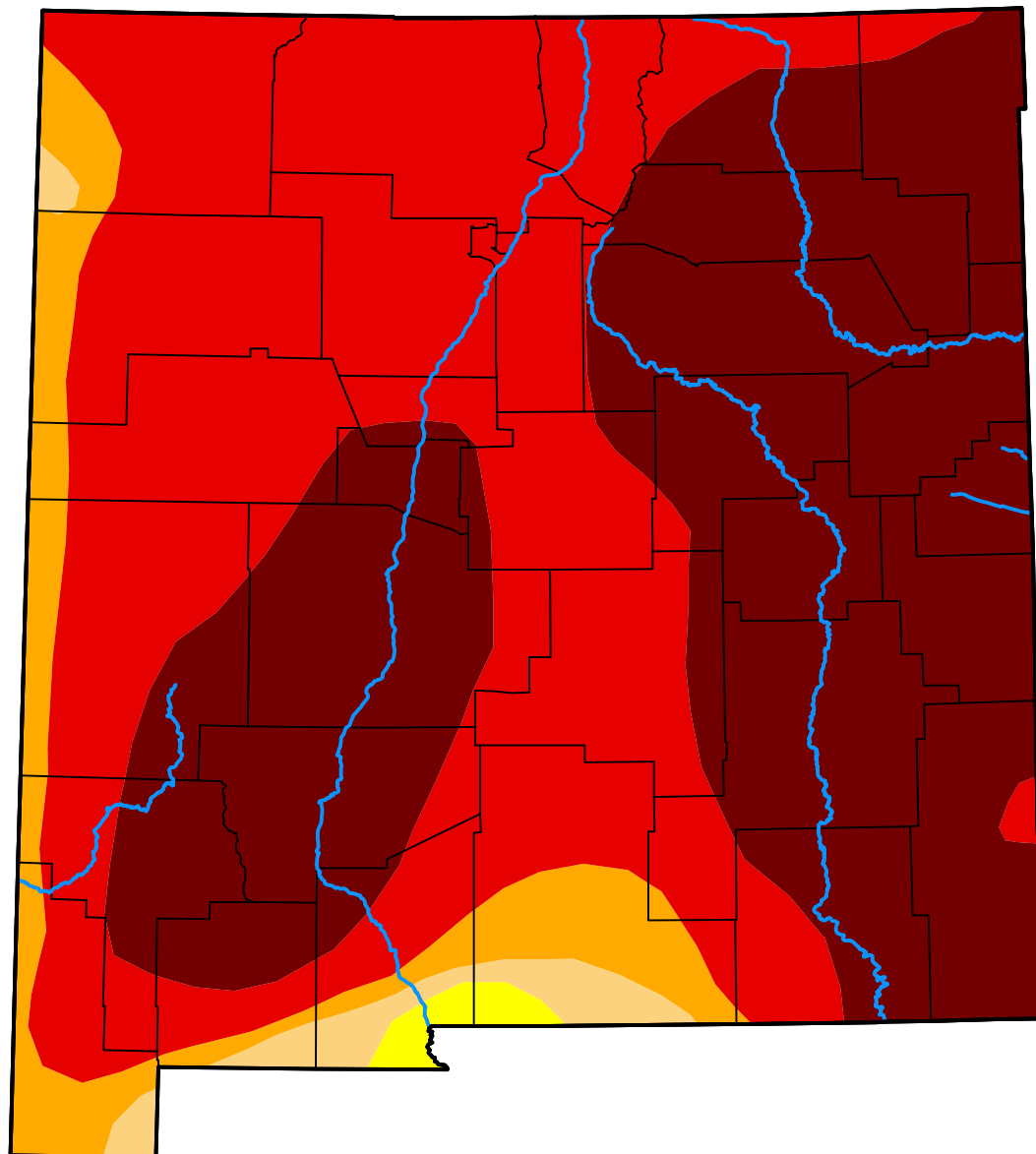
-  Drought persists
-  Drought remains but improves
-  Drought removal likely
-  Drought development likely









<http://go.usa.gov/3eZ73>

U.S. Drought Monitor New Mexico

May 24, 2022
(Released Thursday, May. 26, 2022)
Valid 8 a.m. EDT



Intensity:

-  None
-  D0 Abnormally Dry
-  D1 Moderate Drought
-  D2 Severe Drought
-  D3 Extreme Drought
-  D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>

Author:

Richard Heim
NCEI/NOAA



droughtmonitor.unl.edu

VOTE SUMMARY



Meeting Name - Finance Committee

Meeting Start Date - 05/31/2022

Meeting Committee - Finance Committee

Item Title - Request for Approval of the Collective Bargaining Agreement between the City of Santa Fe and the Santa Fe Police Officers Association for FY23 in the Amount of \$2,251,013.00 for Sworn and Civilian Bargaining Unit Employees. (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040).

Committee Review:

Finance Committee: 5/31/2022

Quality of Life Committee: 6/1/2022

Governing Body: 6/8/2022

Item Type - contract

Item Owner -

Item Sponsor -

Item Tracking Number - 22-14777

Motion Type - Approve

Motion Mover - Chris Rivera

Motion Seconder - Signe Lindell

Motion Status - approved

Vote For Count - 4

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 1

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Chris Rivera

Vote Against Names -

Vote Abstain Names -

VOTE SUMMARY



City of Santa Fe

Vote Absent Names - Jamie Cassutt

User Name -Carolynn Roibal

User Email - clroibal@santafenm.gov



City of Santa Fe, New Mexico

Memorandum



DATE: May 26, 2022

TO: Governing Body
Finance Committee
Quality of Life Committee

VIA: Kyra Ochoa, Community Health and Safety Director 
Paul Joye, Chief of Police  Kyra Ochoa (May 26, 2022 11:56 MDT) May 26, 2022

FROM: Ben Valdez, Deputy Chief of Police 
Lead Negotiator for the FY23 Management Team

ITEM AND ISSUE:

Request for approval of the Collective Bargaining Agreement between the City of Santa Fe and the Santa Fe Police Officers Association for FY23. Contract includes salary increases in the amount of \$(2,251,013.00) for sworn and civilian bargaining unit employees. Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040.

BACKGROUND AND SUMMARY:

For FY22 the City of Santa Fe allocated \$(2,251,013.00), which was an equivalent of a 16% increase per funded position for Santa Fe Police Officers Association (SFPOA) bargaining unit employees. Through mutual collaboration between the SFPOA and the City of Santa Fe Management Team, we were able to complete contract negotiations for FY23. The agreement was ratified by the SFPOA. Below is a summary of the items negotiated:

- **Section 16 Compensation-**

- Pay Increases-

- 16% Salary increase for all Non-Sworn, Non-Probationary Employees
 - 16% base rate increase for Police Officer I \$25.826
 - 16% base rate increase for Police Officer II \$29.522
 - 16% base rate increase for Senior Police Officer \$35.960
 - 16% base rate increase for Police Detective \$35.960
 - 16% base rate increase for Police Sergeant \$40.600

Budget Increase of \$2,251,013.00 allocated in FY23

- Incentive Pay-

- Removed Auxiliary Field Training Officers, including those not assigned to Patrol, from the Field Training Officer Incentive. Field Training Officer Incentive Pay is only permitted for the 8 sworn personnel assigned as Field Training Officers conducting patrol field training for police cadets and lateral police officers.
 - No Fiscal Impact.

- **Section 18B Lateral Officer/Retired Officer Hire Program-**

- Change eligibility requirement for a lateral police officer to test for Sergeant. Requirement includes holding the rank of Senior Police Officer (5 years of service in law enforcement to achieve this rank) for a minimum of two years consecutive years with Santa Fe Police Department.
- Change eligibility requirement for a retired police officer to test for Sergeant. Requirement includes holding the rank of Senior Police Officer (5 years of service in law enforcement to achieve this rank) for a minimum of two years consecutive years with Santa Fe Police Department.
- This change allows our Department to remain competitive with attracting experienced lateral officers who have served or are currently serving as Supervisors and Police Commanders. The Department will benefit from their leadership experience. This also ensures an equitable opportunity to our staff that we have cultivated as police cadet hires. The required time in service in law enforcement is the same for lateral hires and our personnel that started with the agency as a police cadet.

No Fiscal Impact.

- **Section 34 Disciplinary Action-**

- Included clarifying language stating the disciplinary action beginning at a Written Reprimand shall require approval of the City Manager prior to implementation.
- Included clarifying language for an officer conference action, which was previously used interchangeably with verbal counseling.
- Included clarifying language for a letter of counseling requiring approval by a Deputy Chief of Police.

No Fiscal Impact.

- **Appendix B Car Plan-**

- Remove (60) roadway miles distance for officers and non-sworn personnel hired before April 1, 2012 from the City of Santa Fe municipal limits.
- Change language that all officers and non-sworn personnel will not utilize vehicles more than 55 radius miles from the City of Santa Fe limits, except on official business.
- This change allows our Department to continue to be competitive with surrounding law enforcement agencies throughout the state in the Santa Fe Area. Many have increased their take home radius due to housing challenges in their communities to both maintain their current staff and to attract additional candidates.
- The current housing inventory in the immediate Santa Fe area is limited and a home purchase on available homes are out of the reach financially for both sworn and non-sworn staff. The down payment housing assistance pilot program is a great step in the right direction for a long term solution, but will take some time to get off the ground and operationalized.
- This change is needed as an immediate action plan to maintain our staff who are currently 0.10 of a mile to 1.3 miles outside our current radius. Currently they are securing their department vehicles at secured facilities of law enforcement agencies we are competing with for police candidates. For law enforcement professionals, the homes they are able to afford currently fall outside our radius. Many of these personnel also face a tough decision if they begin growing their family and need to purchase a home to accommodate for their family growth; park at our competitor's facility or work for our competitor and be relieved of the commute.
- In addition, we have a number of experienced lateral candidates who have inquired about joining our team but have not initiated the process because they would also fall outside the

current authorized radius. For law enforcement professionals, the homes they are able to afford currently fall outside our radius. Increasing this radius allows them to join our team, remain in their current home, and not cause disruption to their spouse and children for work and school.

- Since 2012 when the current radius was implemented we have seen improvements in our vehicle maintenance with the use of synthetic fluids which increased the mileage for oil changes from 2,500 miles to 5,000 miles. The Department has been purchasing Ford Interceptor vehicles which have been able to stand up to the rigors of police work and by design have not had the wear and tear on brakes, tires and transmissions that our previous vehicle platform had. In addition, our vehicles have improved fuel efficiency. With the implementation of hybrid patrol vehicles we will realize additional fuel savings even with the current inflation of fuel, with our vehicles achieving double the fuel mileage of our current non-hybrid patrol vehicles. With this consideration, there will be no fiscal impact.

No Fiscal Impact.

ACTION REQUESTED:

The Santa Fe Police Department respectfully requests your review and approval of the Collective Bargaining Agreement between the City of Santa Fe and the Santa Fe Police Officers Association.

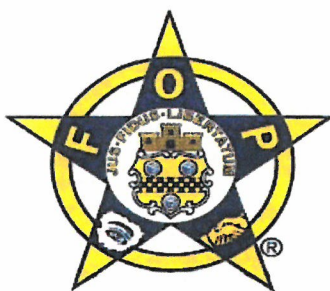
AGREEMENT

BETWEEN

THE CITY OF SANTA FE

AND THE

SANTA FE POLICE OFFICER'S ASSOCIATION



Whole Agreement in Effect

July 1, 2022 through June 30, 2025

With changes to Whole Agreement effective July 1, 2022

Year number 1 of Whole Agreement

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I. AGREEMENT

THIS AGREEMENT is entered into by and between the City of Santa Fe Municipal Corporation of the State of New Mexico, hereinafter sometimes referred to as the "Employer", and the Santa Fe Police Officers' Association, hereinafter referred to as the "Association", which is an affiliate of the Fraternal Order of Police Labor Council and the Santa Fe Lodge #3 Fraternal Order of Police. This agreement is for the purpose of setting forth the mutual understanding of the parties as to wages, hours, and other conditions of employment of those employees for whom the Employer has recognized as the exclusive bargaining representative.

WHEREAS, the parties hereto have reached an agreement on all matters which have been subject to negotiation and desire to reduce such agreement in writing in order to avoid any misunderstanding on what in fact has been agreed to:

WHEREAS, the Public Employees Bargaining Act was enacted to guarantee employees the right to organize and bargain collectively with the City, to protect the rights of the City, its employees, and labor organizations, to promote harmonious and cooperative relationships between the City and the employees and to acknowledge the rights of the citizens to the orderly and uninterrupted delivery of services.

NOW THEREFORE, IT IS HEREBY AGREED:

- A. The City of Santa Fe recognizes the Santa Fe Police Officer's Association as the exclusive bargaining representative for non-probationary employees in the following job classifications: Animal Services Officer, Crime Scene Technician, Police Detective, Police Officer I, II, Senior Police Officer, Police Sergeant, Police Training Administrator, Public Safety Aide, Property/Fleet Manager, Evidence/Property Custodian, and District Attorney Liaison.
- B. The City of Santa Fe extends to the Santa Fe Police Officers' Association representing such unit of employees the following rights:
 - 1. To represent the employees in negotiations and in the settlement of grievances;
 - 2. To Association membership dues deductions, upon presentation of dues deduction authorization cards signed by individual employees. It is further agreed that the Employer shall deduct said dues from the pay of employees covered under this agreement, who authorize such deductions, and shall remit such deductions to the Treasurer of the Association within ten (10) days after such deductions are made; and
 - 3. To exclusive representation status during the term of this Agreement as provided in the Public Employee Bargaining Act.
- C. The Employer, the Association, and any employee of the Department shall not discriminate against any member of the bargaining unit on account of race, color, sex, creed, religion, marital status, age, sexual orientation, veteran status, disability, and national origin or membership status in the Association, or on any other basis prohibited by city, county, state or federal laws, and;

- D. For the purposes of this agreement and any subsequent Memorandum of Understanding, the City of Santa Fe shall be referred to as the Employer; the Santa Fe Police Department shall be referred to as the Department; the Chief of Police shall be referred to as the Chief; the Santa Fe Police Officers' Association shall be referred to as the Association, and any reference to an Association member shall be referred to as employee.

II. MANAGEMENT RIGHTS

It is agreed that, except as expressly modified by the terms of this Agreement, the City of Santa Fe (Employer) retains the exclusive right to:

- A. Determine the mission, budget, organization, number of employees, and internal security practices of the Department.
- B. Determine qualifications for employment and content of personnel examinations.
- C. Recruit, examine, evaluate, and train employees and determine the time and methods of such actions.
- D. Direct employees and evaluate their performance, based on standards of work established by the Department.
- E. Determine the standards for hire, promotion, and assignment.
- F. Assign, transfer, or retain employees in positions, including the assignment of employees to specific positions and the determination of job content and/or job duties.
- G. Suspend, demote, discharge, or terminate employees for cause.
- H. Relieve an employee from duty for cause or due to reduction in work force.
- I. Determine the location and operation of its facilities.
- J. Determine the number of personnel allocated by position and minimum staffing levels by unit.
- K. Maintain the efficiency of government operations.
- L. Schedule work outside normal scheduling as required in a manner most advantageous to the Department and consistent with community needs and public safety.
- M. Take actions necessary to carry out the mission of the Department in all cases to include emergency situations.
- N. Direct the Department to establish the methods, means, equipment, and personnel by which the Employer's operations are to be conducted.
- O. Determine methods, processes, and means by which Department services are provided.

D. WORK STOPPAGES

The Employer and the Association agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Association shall not cause any work stoppage, strike, slowdown, or sickouts by employees under this Agreement, and should this occur, the Association agrees to take appropriate steps to end such interference. Employees shall not cause or engage in any work stoppage, strikes, slowdowns, or sickouts for the term of this Agreement.

Section 2 LOST, DAMAGED OR STOLEN PROPERTY

- A. Employees who have lost, damaged, or have had Employer property stolen in the line of duty regardless of the cost, will not be required to reimburse the Employer unless negligence is proven in a predetermination hearing to the satisfaction of the Chief or his designee, pursuant to Section 34 of this Agreement unless said employee waives the predetermination hearing and admits to the allegations of negligence.
- B. The Employer will replace health aids prescribed by a licensed medical professional, uniform apparel, and required equipment damaged in the line of duty as a result of a direct delivery of service that has been officially documented. Health aids, uniform apparel and required equipment will be fully replaced by the Employer. This language is not intended to for the replacement of old worn out health aids or uniform apparel or required equipment.
- C. All instances of lost, damaged, or stolen property will be reported to the employee's supervisor on duty, in writing at the time of occurrence, or before the end of the shift. Failure to notify the supervisor will negate any claim for replacement. Damaged property shall be presented to the Support Services Commander for inspection, prior to replacement and shall be turned in for destruction at the time of replacement.

Section 3 UNIFORMS/CLOTHING

- A. It is understood by the parties to this Agreement that uniform regulations of the Department are established by the Chief and the primary purpose of this section is to protect employees from financial hardship resulting from changes in uniform regulations.
- B. Bargaining unit employees will be allocated \$650.000 annually less any required deductions, paid to bargaining unit employees by check annually no later than the first full pay period in July. The clothing allowance will be used for the purchase of uniforms and equipment required by the Santa Fe Police Department's Standard Operating Procedures and this CBA. All bargaining unit employees assigned to motorcycle or bicycle patrol, and special operations division shall receive an additional \$50.00 annually for a total allocation of \$700.00 annually on the check identified above. This clothing allowance is included in the

employee's taxable income in accordance with IRS regulations. Purchases will be subject to applicable gross receipts taxes.

Any bargaining unit employee found to be in violation of the dress standards set forth in the Santa Fe Police Department's Standard Operating Procedures and/or as published in this Agreement, or who reports for duty in clothing that is not clean and in good condition as determined by the Police Chief or designee, may be progressively disciplined, up to and including termination for not maintaining those standards.

C. The parties hereby agree that the following are recognized as approved clothing items for the purposes and intent of clothing allowance:

- | | | | |
|-----|--------------------|-----|---------------------------------|
| 1) | Shirts | 11) | Cold Weather Clothing |
| 2) | Trousers | 12) | Socks |
| 3) | Ties | 13) | Raingear |
| 4) | Footwear | 14) | Patches |
| 5) | Jackets/Coats | 15) | Nametags |
| 6) | Gloves | 16) | Pins |
| 7) | Equipment Belts | 17) | Court Attire |
| 8) | Equipment Holsters | 18) | Coveralls |
| 9) | Headwear | 19) | Safety Vests |
| 10) | Trouser Belts | 20) | Flashlight |
| | | 21) | Non-Prescription Safety Eyewear |

The parties further agree that all items listed above must be approved by the Chief or designee(s). The parties further agree that any equipment or clothing deemed useful to enhance the performance and/or safety of his/her duties may be allowed by approval of the Chief of Police or designee(s).

Section 4 FIREARMS TRAINING

The Department will meet all minimum standards for training as established by the New Mexico Law Enforcement Board.

The Department will have a minimum of three (3) shoots per year. One shoot will be comprised of a day and a night DPS qualification session. One will be comprised of a FATS (Firearm Training Simulator) session, and one will be determined by the Chief of Police.

The Department will provide weapons and agrees that for the two (2) shoots that are conducted on the range, the Department will provide ammunition for any Department issued weapon for those employees who are required to carry a weapon.

The Department will provide two (2) boxes of training ammunition per year, for any Department issued weapon, for those employees who are required to carry a weapon for the purpose of training.

At any time an employee who wishes to be issued this ammunition shall contact an armorer for this issue.

Section 5 TIME OFF TO VOTE

In accordance with the provisions of Section 01-12-42 NMSA 1978, employees who are registered to vote may absent themselves from work for up to two (2) hours for the purpose of voting between the opening and closing of the polls.

The Employer may specify the hours during this period in which the employees may be absent.

These provisions do not apply to any employee whose work day begins more than two (2) hours after the opening of the polls or ends more than three (3) hours prior to the closing of the polls.

Any employee who abuses administrative leave by requiring its use for purposes other than traveling to and from the polling place and voting may be charged with Leave Without Pay and subject to disciplinary action.

Section 6 TRAINING AND EDUCATION

The Employer encourages employees to develop and expand their potential. Employees may be allowed to change hours to attend class during normal work hours depending on the work schedule, with approval of the supervisor. The following classroom participation methods are approved:

- Traditional on campus classroom attendance.
- Online classes wherein the syllabus specifically identifies required login times and dates for classroom attendance.

Time away from work may be paid for by the Employer. Approval to attend courses during working hours will depend on work schedules, work needs, etc.

Tuition expenses for college credit hours will not be reimbursable by the Employer except as provided in the City Tuition/Training Program. Employees shall obtain approval of their immediate supervisor before making any plans to attend classes.

The Employer also offers training sessions in many specialized areas. Supervisors and/or the Training Officer are aware of what training is being offered and will post notices of training opportunities that might be of benefit to employees. If an employee desires training in a specific area, the supervisor and/or training officer must be consulted in writing and will attempt to obtain the requested training.

All requests for education, training, and tuition assistance will be routed through the immediate chain of command to the Training Unit, and evaluation of all requests will be made in accordance with the following policies:

1. Administrative Manual - Tuition and Training; "Employee Tuition and Training Assistance Guidelines."
2. Santa Fe Police Department Directives Manual; "Career Development Program", Directive Number 22.1.

Section 7 MATERNITY LEAVE

The City will comply with the provisions of the Family Medical Leave Act.

Section 8 MILITARY LEAVE

If an employee is or becomes a member of any component of the United States Armed Forces or the New Mexico National Guard, they upon request, will be granted military leave without pay for the first enlistment. Such leave will terminate thirty (30) days after this enlistment expires. Employees who return from military service on a timely basis shall be entitled to job restoration provided they make application, subject to meeting all pre-employment qualifications within thirty (30) days after the date of release from duty under conditions other than dishonorable. The employee must be qualified to perform the duties of the position involved.

A returning employee shall be restored to the position which he/she vacated upon entering the military service. An employee may be entitled to be re-employed in another position, provided he/she is qualified and such re-employment does not necessitate the removal of another person with longer service.

An employee who enters military service shall receive pay for any accrued annual leave to which he/she may be entitled provided a written request is made to the City Manager.

The **Uniformed Services Employment and Reemployment Rights Act (USERRA)** was enacted in October 1994 and is codified in Title 38, United States Code Chapter 43. **USERRA** provides numerous employment and reemployment rights to service members and prohibits workplace discrimination against National Guard and Reserve members. If a member of this department is deployed, the following requirements apply:

1 to 30 days – The employee can return to work the **next regularly scheduled workday** after the active military orders expire. If the next regularly scheduled workday is the next calendar day, the employee must be allowed eight (8) hours of rest after he/she had been transported to his/her residence from their place of service.

31 to 180 days – The employee can return to work within **14 days** after the active military orders expire.

Over 180 days - Employee can return to work within **90 days** after the active military orders expires.

EXAMPLE; if the employee is deployed **120 days**, and returns back to the United States, and their active orders expire on **July 1st**, the employee is not required to return to work until at least **July 14**.

To the extent the above is inconsistent with USERRA, USERRA will govern.

Section 9 ANNUAL MILITARY TRAINING

Employees are allowed up to a total sum of 30 days of military leave with pay per federal fiscal year. Fifteen (15) days of Military Leave with Pay (MLWP) is allowed for training. An additional fifteen (15) days is allowed for active duty or deployment orders when mandated for Federal, National or State disaster deployments. MLWP shall be used in accordance with an employee's regularly scheduled work week. For employees working 4/10 hour days, this translates into 300 hours. For 24 hour shifts, this translates into 720 hours. For 8 hour days, this translates into 240 hours. For 4 hour days: 120 hours.

Employee must give the employer advance notice (either in writing or verbally) of upcoming military service of any type. The National Guard provides a yearly schedule which employees should provide as soon as possible. Human Resources, Department Directors and Supervisors will need a copy of the orders and/ or notice. If the employee does not give notice, the employee will not be eligible for reemployment protection following the period of military service. The only exceptions to the notification requirement would be if the giving of notice is precluded by military necessity (e.g. a classified recall) or if it is otherwise impossible or unreasonable to give notice. These exceptions to the notice requirement are expected to be very rare. Employees may then provide orders upon return or as soon as possible. It is best for the employee to give an employer as much advance notice as possible.

Training orders:

Any training orders over the allowed 15 days per federal fiscal year will be marked as Military Leave without Pay, or the employee may use leave requested on a P-30.

Active Duty/ Deployment orders:

Any active duty/deployment orders over the allowed (thirty) 30 days per federal fiscal year will have to be either Military Leave without Pay, or paid by the employee using earned leave requested on a P-30.

Section 10 LEAVES OF ABSENCE WITHOUT PAY

When an employee has demonstrated a need for time off, the Employer may grant the employee leave without pay for a period not to exceed one (1) year with the approval of the City Manager.

During such leave, the employee's position may be filled by another employee. At the expiration of leave without pay, the employee may be reinstated in the position vacated. If not reinstated to the same position, the employee may be offered another vacant position provided he/she is qualified to perform the work. Approved leave without pay shall not constitute a break in service but all time off in excess of thirty (30) days will be discounted from continuous service time.

Failure of an employee to report his/her return fourteen (14) days prior to the expected date of return from leave may be cause for refusal of reinstatement and the employee may be terminated from any further employment obligations.

Section 11 HARASSMENT

It is the policy of the Employer to maintain an environment in the workplace that is free of harassment because of race, color, religion, gender, sexual orientation, age, national origin, and disability. Harassment by a supervisor, co-worker, subordinate or city employee is unlawful under state and federal law. The Employer is committed to providing a work environment that is free of harassment.

COMPLAINT PROCEDURE:

Harassment in any form may be cause for severe disciplinary action, including discharge. Any employee experiencing or observing harassment should immediately contact their Supervisor, Division Director, Department Director, the City Manager, or the Human Resources Department who will conduct the investigation. Internal Affairs will not conduct the investigation. Such reports will be treated on a confidential basis and handled expeditiously.

Any employee under investigation will be afforded all rights under the Employer-Employee Relations Act as outlined in Appendix A.

Refer to City of Santa Fe Policy #2500-4-1 effective 10/31/91 revised 6/17/05.

This does not prohibit the Employee from seeking assistance from the State EEOC and/or Federal EEOC.

Section 12 **EMPLOYEE SAFETY AND HEALTH**

The Employer believes that the safety and health of its employees are prime considerations in every phase of its activities. The Employer is concerned for the human value of life, health and physical well-being, and it is convinced that good safety and health practices are essential to efficient services to the public.

It is the Employer's intent to provide and maintain safe and healthy working conditions for its employees. In order to ensure this, the Employer will:

1. Instill in its employees an awareness of the need to promote safety and healthy working habits and attitudes on a continuous basis.
2. Provide safety equipment and procedures, provide protection against health hazards in the work place, and ensure the safety of employees.
3. Comply with applicable laws.

Section 12A **LIGHT DUTY**

1. Any employee placed on temporary light duty by the Employer's Occupational Medicine Doctor for a work related injury or illness may continue to work within the Police Department without the loss of pay or reduction of benefits if light duty work is available and budget constraints allow. Light duty will be granted at the sole discretion of the Chief of Police and in the absence of extraordinary circumstances shall not exceed six months.
2. Any employee placed on temporary light duty for non-work related injury or illness may continue to work within the Police Department without loss of pay or reduction of benefits if light duty work is available and budget constraints allow. Light duty will be granted at the sole discretion of the Chief of Police and in the absence of extraordinary circumstances shall not exceed six months.

Section 12B **MEDICAL SEPARATION**

1. The parties hereby adopt personnel rule 7.60 and incorporate as if fully set forth herein.

Section 13 **ADMINISTRATIVE LEAVE**

- A. If the Employer grants Administrative Leave to all other city employees, then employees covered under this Agreement who are required to work during this time will be paid at their regular rate of pay, plus administrative leave equal to the number of hours granted by the Employer at hour for hour. If the employee is off, the employee will receive the same amount of hours in administrative time. All administrative leave must be used within one (1) calendar year from the date of accrual.

B. Special Days:

For the purpose of recognizing their employees, the Employer will grant the following administrative leave:

1. Ten (10) hours administrative leave for every calendar year that an employee drives his/her assigned vehicle without a charged accident.
2. Ten (10) hours administrative leave for every calendar year of unused sick leave.

C. Employer shall provide a list of employees who are eligible to receive the special days administrative leave on or before February 15th of each year.

Section 13B PERSONAL HOLIDAY

The Association agrees to hereby eliminate the Annual Personal Holiday received by each individual member as outlined by the City of Santa Fe Personnel Rules.

Section 14 [Reserved]

Section 15 EXAMINATIONS

A. Physical Fitness:

1. All sworn employees shall be required to meet all established minimums for certification as prescribed by the New Mexico Law Enforcement Academy Board during their employment with the Department.
2. All requirements for fitness testing shall be developed by the Employer, and shall be criteria related and validated for law enforcement personnel.
3. In an effort to promote good physical fitness within the Department, the Employer shall arrange with the Employer's physical fitness complexes to obtain keys for those complexes to allow employees covered by this agreement to maintain their physical fitness. Keys shall be obtained for only those physical fitness complexes that are approved by the Employer. The keys shall be maintained by the Department in accordance with established procedures.
 - a. The Department, the Recreation Department who manages the Employer's physical fitness complexes, and the Association shall develop procedures and rules governing the access and use of the Employer's physical fitness complexes prior to the complexes being used.

- b. Participation in this program is totally voluntary on the part of the employee. Non participation in this program does not relieve the employee from being physically fit to perform his/her job as required by Federal, State or City law, policy or regulation. However, the right to deny participation in this program for cause is reserved by the Chief. If the employee does not meet the requirements, he/she will be given 90 days to comply with the requirements.
- c. Employees volunteering to participate in this program agree to abide by all the rules and procedures governing this program.
- d. An employee may be denied participation in this program for any violation of the established procedures and rules, based upon the nature and severity of the infraction.
- e. This program may be reviewed monthly and may be modified at the discretion of the Chief. If, in the opinion of the Chief, this program for the Department, as covered by this Agreement, proves unworkable in practice, the Chief shall have the option of terminating the program upon sixty (60) days written notice of intent to the Association. The Employer and the Association will meet and attempt to solve problems relating to the program, otherwise, said notice shall be final.
- f. If at any time a safety concern is identified which may jeopardize the employee's health or safety, this program shall be immediately suspended until such time as the concern is addressed and rectified.

B. Medical Physical

Medical Physical may be required at any time to assess the physical capabilities or physical well being of any employee as it relates to the successful performance of the employee based upon assignment or due to illness.

C. Psychological Evaluations

Psychological evaluations shall be required and administered as prescribed in Directive Number 94.1.

D. Drug and Alcohol Testing

Drug and alcohol testing shall be required and administered as prescribed in the Drug and Alcohol Testing Policy for the Department (Appendix D).

E. **ADA**

If it is determined by the city that an employee cannot perform his/her duties, the employee will be afforded all rights under the Americans with Disabilities Act.

Any discipline, demotion, loss of pay, or transfer as a result of a City mandated examination is grievable.

Section 16 COMPENSATION

A. **PAY PLAN**

1. **PAY PLAN** - The *Pay Plan* shall be inclusive of those positions/classifications which are covered under this Agreement and shall be categorized into two (2) groups, *sworn* positions and *non-sworn* positions. The Pay Plan shall reflect a minimum pay rate for sworn personnel and non-sworn personnel.

a. **Sworn Positions:**

1. Sworn positions shall consist of the following classifications:

Police Officer I Police Officer II Senior Police Officer
Police Detective Police Sergeant

b. **Non-Sworn Positions:**

1. Non-sworn positions shall consist of the following classifications:

Public Safety Aide Animal Service Officer
Crime Scene Technician Property-Fleet Manager
Evidence/Property Technician Police Training Administrator

2. **SALARY INEQUITIES** – Salary inequities created by errors in the pay rate that are discovered and proven to be valid shall be addressed and corrected by approval of the City Manager.

3. **SALARY INCREASE** -

The Association recognizes that it may be necessary for the Employer to increase compensation in order to recruit and retain qualified police officers.

- Fiscal Year 2023:

The salary increase will be effective the first full pay period in fiscal year 2023 following approval of this agreement by the City's Governing Body.

Sworn Positions:

Bargaining Unit employees in a Sworn Position will receive the following identified increases from their current pay rate or the minimum of the classification pay rate, based on whichever is greater.

<i>Police Officer I</i>	\$25.826	16%
<i>Police Officer II</i>	\$29.522	16%
<i>Senior Police Officer</i>	\$35.960	16%
<i>Detective</i>	\$35.960	16%
<i>Sergeant</i>	\$40.600	16%

Non-Sworn Positions:

Bargaining Unit employees in a Non-Sworn Position and in a non-probationary status as of July 1, 2022, will receive a sixteen percent (16%) increase from their current rate of pay.

B. PROMOTIONS

The Association and the Employer agree to adhere to the promotional policy for positions covered in the bargaining unit as currently established by the employer and as outlined in this Agreement. Upon promotion to a higher classification in the pay plan, the employee will advance to the new pay classification.

1. Non-probationary employees who meet the minimum requirements/qualifications for Police Officer I, Police Officer II, Senior Police Officer shall be eligible for promotion to that classification the first day of the pay period following the date on which the requirements are met.
 - a. Promotion to a higher classification shall be dependent upon the employee possessing a satisfactory performance evaluation and the written recommendation from the employee's commander/manager.

- b. Performance evaluations and methods for conducting performance evaluations will be based upon and in accordance with the Police Department Policies and Procedures regarding performance evaluations.
2. Non-probationary employees who meet the minimum requirements/qualifications for Detective I and Police Sergeant shall be eligible to test for that position the date on which the requirements are met. Testing for these positions/classifications shall be in accordance with Section 37: FILLING OF VACANCIES of this Agreement.

C. COURT ALLOWANCE

The Employer will pay a minimum of two (2) hours court time at time and one-half unless the employee appears in court within one (1) hour of his/her tour of duty, starting or ending. In the event the court appearance is within one (1) hour of the tour of duty, starting or ending, the employee will be paid a minimum of one (1) hour at a rate of time and one-half. The rate of pay will be in compliance with Section 21 *Hours of Work and Overtime*. Employees appearing in court during their tour of duty will receive "court time.

D. BILINGUAL PAY

1. Only those languages identified in this agreement as adding to the increased productivity and efficiency of the Department shall qualify for pay under this subsection. The languages currently recognized by this agreement are as follows:

-Spanish
2. An employee shall qualify for bilingual pay upon demonstrating an acceptable level of reading, writing, and conversational proficiency. Job-related material will be used in determining the proficiency as established by a collaborative team of test proctors composed of one representative from the Association and one representative from the Human Resources Department. The parties hereby agree that all test material will be prepared in a fair and equitable manner by a neutral third party agreed upon by the proctors. It is further hereby agreed by the parties that should an employee pass any portion of the testing process, the employee will not be required to test in that particular portion of the testing process again within a six month period from the date of the initial test. There will be no limit as to how many times an employee may test for bilingual pay.
3. Employees wishing to qualify for bilingual pay shall submit a written request to the SFPOA Board. The test proctor who has been selected by the SFPOA Board shall arrange for testing of the employee within twenty (20) days of receipt of the request.

4. Employees who are certified in the conversational area shall be paid \$100.00 per month. Such payments shall be made bi-weekly. Employees shall be eligible to test for Bilingual Pay upon becoming a bargaining unit employee.
5. Employees who demonstrate proficiency in all three areas (reading, writing and speaking) shall be paid \$140.00 per month. All bilingual applicants must test and pass a proficiency exam. Only 22 positions are available for employees to test for and receive the \$140.00. Proof of certification shall be prepared by the said neutral third party, reviewed and approved by the proctors and presented to the Chief or designee(s) in the form of a memorandum signed by both proctors. Selection will be made based on the earliest certification date. In the event there is a tie based on certification dates, selection will be made based on seniority.
6. A list of employees receiving the bilingual pay will be prepared by the proctor who has been selected to represent the employer and made available to the RECC (Dispatch) and commanders. Employees who unreasonably fail to respond to a call or request for bilingual assistance may be subject to lose his/her bilingual pay incentive at the sole discretion of the Chief or designee(s).
7. Payments under this plan shall be made the first pay period after testing has been completed.

E. SPECIALIZED UNITS:

The Employer shall pay employees assigned to the following specialized units listed below:

S.W.A.T. Team members	\$100.00 per month
TEMS Team members	\$100.00 per month
K-9 Officers	\$100.00 per month
E.O.D.	\$100.00 per month
F.T.O.	\$125.00 per month

Employees may belong to only one (1) special unit at any given time, and are eligible for only one (1) specialty pay. This includes employees who currently belong to more than one special unit. The only exception will be Field Training Officers (F.T.O.'s) who may belong to a second special unit, however, they shall only receive one (1) specialty pay.

All personnel assigned to specialized units being compensated with incentive pay shall only be eligible to receive the pay when certified in the specialty. (i.e. F.T.O. Certification, Basic SWAT Certification, EMT Basic and TEMS Certification, EOD certification, K-9 Certification)

Assignment to any specialized unit within the Department shall be made in accordance with Section 37: Filling of Vacancies/Assignments and Transfers of this Agreement. The specialized unit commander may also utilize a testing process to assist in determining the best qualified applicant(s) for the assignment.

F. FIELD TRAINING PROGRAM

There will be 8 eligible positions to receive FTO pay for those who hold certification in Instructor Development and Field Training. The FTO incentive pay shall only be for the 8 sworn personnel assigned as FTO's conducting patrol field training for police cadets and lateral police officers.

G. SHIFT DIFFERENTIAL

Shift differential is intended to compensate those employees who report to work at an odd hour to relieve the previous shift. Shift work is recognized where more than one group of employees report to work during the same twenty-four (24) hour work day or when an employee is working hours during a shift to cover minimum staffing requirements.

5% of employee's hourly base rate if half or the majority of shift is worked after 2pm.

10% of employee's hourly base rate if half or the majority of shift is worked after 8pm.

Classification Sworn	Minimum Requirements for Classification	Minimum Pay Rate
Police Officer I	Certified police officer with SFPD off probationary status or certified lateral police officer with less than 36 months of service with any law enforcement department	\$25.826
Police Officer II	Completion of 36 months of service with SFPD or any law enforcement department	\$29.522
Senior Police Officer	Completion of 60 months of service with SFPD or any law enforcement department	\$35.960
Detective	Eligible to submit application to test for Detective upon completion of 36 months of service with SFPD*	\$35.960
Sergeant	Eligible to submit application to test for Sergeant upon completion of 84 months of service with SFPD*	\$40.600
	All promotions shall be in accordance with Section 16 <i>Compensation, Paragraph B Promotions</i> of the Collective Bargaining Agreement.	
	* Lateral Officers/Retired Officers must meet minimum requirements as outlined in Section 18B Lateral Officer/Retired Officer Hire Program of the Collective Bargaining Agreement for placement in their initial classification and for promotion to a higher classification.	

Classification Non – Sworn	Minimum Pay Rate
Public Safety Aide	\$18.610
Animal Services Officer	\$17.724
Crime Scene Technician	\$21.544
Property – Fleet Manager	\$23.752
Evidence/Property Technician	\$16.880
Police Training Administrator	\$23.752

Section 17 ANNUAL LEAVE

- A. Employees are eligible for prorated annual leave accrual for hours worked and during paid leave in accordance to the following schedule(s):
- 0-1 year of service: up to 100 hours per calendar year.
 - 1-5 years of service: up to 126 hours per calendar year.
 - 5-10 years of service: up to 146 hours per calendar year.
 - 10-15 years of service: up to 167 hours per calendar year.
 - 15-20 years of service: up to 191 hours per calendar year.
 - 20 and more years of service: up to 215 hours per calendar year.
- B. An employee eligible to accrue annual leave pursuant to these rules, may request and be granted use of accrued leave at the discretion of the Employer. No annual leave shall be advanced by the Employer.
- C. An employee shall be allowed to progress from one graduated rate of accrual for annual leave to the next on the first day of the month immediately following completion of the required total length of service.
- D. The amount of accrued annual leave that will be allowed to be carried over from one calendar year to the next will be double the amount an employee is allowed to accrue in one calendar year in relation to the applicable years of service.
- E. The Employer may buy back that portion of an employee's annual leave that exceeds his/her maximum carry over at the end of each calendar year providing the following criteria is met:
1. A maximum of eighty (80) hours can be sold back in any one year, providing the balance will remain at the respective maximum carry-over rate at the end of each calendar year.
 2. The employee must state in writing to the Human Resources Director, no sooner than February 1 and no later than March 31 of each calendar year his/her intention to sell back the annual leave in excess of the respective maximum carry-over balance.
 3. Sufficient City funding is available.

- F. Upon separation of his/her employment, an employee shall be compensated for all unused and un-forfeited annual leave.
- G. Upon death of an eligible employee, compensation for unused total annual leave shall be payable to the employee's estate.

Section 18 SENIORITY

- A. Except for sections which contain specific different definitions in this Agreement, seniority is defined as follows:
 - 1. Higher ranks have seniority on junior ranks. The employee with the most continuous service within rank is senior within that given rank. For the purposes of breaking ties in seniority, the first criteria to be applied shall be continuous service with the Department, the employee with the most continuous time being senior. The term continuous service shall be interpreted to mean total service from the date of last hire as an employee of the Department. The final seniority standing is not subject to grievance.
 - 2. For the purpose of receiving issued equipment and vehicles, the senior employee will receive new equipment before the junior employee, when the senior employee's equipment or vehicle is in need of or due for replacement. Once an employee receives a new vehicle, the vehicle will be assigned to the employee for a period of five (5) years or seven (7) years depending on specialty assignment. New vehicle shall be defined as no more than one year from the date of receipt by the Department and have less than 15,000 miles. Vehicles that have sustained significant damage and/or repair shall not be considered a new vehicle for the purpose of issuance. Any equipment issued to an employee will be replaced because of normal wear or damage to the equipment. (This does not preclude employees from receiving new field supplies/equipment upon their hire and duty assignment with the department.)
- B. Seniority Determination for Groups of Employees Hired the same day in the same classification:
 - 1. Groups of employees with the same date of hire in the same classification shall be identified.
 - 2. The final overall test score on the entrance examinations administered by Human Resources will determine seniority. The employee with the highest test score number will have the most seniority and the employee with the lowest test score number will have the least seniority within that group.
 - 3. If employees have the same overall test score on the entrance examination

administered by Human Resources, the following steps will be adhered to:

- Order Lottery: Groups of employees will participate in an order lottery. This lottery number will determine the order in which employees will draw in the seniority lottery.
 - Seniority Lottery: The employee with the lowest lottery number in the Order Lottery will draw first in the Seniority Lottery. The employee with the lowest lottery number will have the most seniority and the employee with the highest lottery number will have the least seniority within that group.
4. Employees will be required to sign an acknowledgement notice accepting their permanent seniority order and this will be placed in their police department personnel file.
 5. Seniority shall be defined as time in service with the Santa Fe Police Department for the purpose of equipment/vehicle issue.
 6. In the case of Patrol Division, Criminal Investigations Division, Support Operations, and Administration Division time within the division/unit will be the considering factor for equipment/vehicle issue.
 7. Sergeants will continue to utilize time in service in these areas.
 8. An employee may voluntarily decline a new vehicle. If employee declines a vehicle, said employee will be placed at the bottom of the seniority list.

C. Patrol Shift Bid:

1. Patrol Shift bid shall be done by utilizing a sign up chart based on continuous service with the Santa Fe Police Department. The term continuous service shall be interpreted to mean total service from date of last hire as an employee of the Department. Sergeants will continue to utilize time in grade for shift bid purposes. Each employee shall be granted 10 minutes to select his/her team placement. The Department shall two weeks prior to the bid date post a list advising the employees of their designated date and time to bid.
2. In order to assist in placement selection Sergeants will bid first, then all other eligible police department personnel in order designated by the patrol shift bid sign up chart.
3. Each employee can either bid in person or telephonically on the posted date and time. If an employee is unable to bid in-person or telephonically at their

designated date and time, the employee may bid in written form up to 24 hours prior to the employees posted date and time. The selection shall be utilized during the employee's assigned time.

4. Any employee who misses allotted time or failed to submit a written request shall be placed at the end of the entire bidding list.
5. Should an uneven number of positions become available the Chief or designee, shall predetermine which team(s) shall be allotted more slots, this will be done so that all positions are known to the employees prior to bidding on a patrol position.
6. Should any circumstance arise wherein it is determined by the Chief of Police that reassignment of Patrol Officers and/or Sergeants is necessary in order to preserve, maintain or otherwise establish the efficiency and effectiveness of Police Operations the Chief may reassign Patrol Personnel at his/her discretion provided that a seven day notice is served to the effected Patrol Personnel prior to the reassignment taking effect.

Section 18A Reemployment

- A. If an employee resigns his employment the following shall be adhered to if the employee is rehired:

Ninety (90) days or less - Rehired to previous rank and pay grade with all seniority.

Ninety One (91) days or more - If certified, will be hired under the Lateral Hire Program.

All others are considered a new hire.

Section 18B Lateral Officer/Retired Officer Hire Program

GOAL: The City of Santa Fe and the Santa Fe Police Officer's Association seek to employ highly trained and experienced Police Officers.

1. Lateral Officers:

- a) All Lateral officers hired will be required to complete a minimum twelve (12) month probationary period with the Santa Fe Police Department. For the purpose of seniority under this collective bargaining agreement, lateral hires will begin at the bottom of the established seniority list and will receive no credit for prior years of service as a certified police officer or government employee as it pertains to seniority only.

- b) Lateral officers will be hired at the entry pay of the classification for which they meet minimum qualifications and pass all testing standards.
- c) Lateral officers are eligible to test for Detective upon reaching the rank of Police Officer II and must be off probation.
- d) A lateral officer upon holding the position/title of “Senior Officer” with the Santa Fe Police Department, will be eligible to test for Sergeant after two (2) consecutive years of service.
- e) A qualifying military lateral hired after July 1, 2020, will be hired at the rank of Police Officer I, regardless of total military police experience.

2. Retired Officers:

- a) All retired officers hired will be required to complete a minimum twelve (12) month probationary period with the Santa Fe Police Department. For the purpose of seniority under this collective bargaining agreement, and retired hires will begin at the bottom of the established seniority list and will receive no credit for prior years of service as a certified police officer or government employee as it pertains to seniority only.
- b) Retired officers will be hired at the entry pay of the classification for which they meet minimum qualifications and pass all testing standards.
- c) Retired officers are eligible to test for Detective upon reaching the rank of Police Officer II and must be off probation.
- d) A retired officer upon holding the position/title of “Senior Officer” with the Santa Fe Police Department, will be eligible to test for Sergeant after two (2) consecutive years of service.

Section 19 HOLIDAYS

A. The following are days which are adopted as legal holidays by the City Council:

- New Year's Day (January 1st) (Actual)
- Martin Luther King Birthday (City Observed)
- President's Day (Observed the Friday after Thanksgiving)
- Memorial Day (City Observed)
- Independence Day (July 4th) (Actual)
- Labor Day (City Observed)
- Fiesta Holiday (Four hours on Friday of Fiesta Holiday)
- Columbus Day (Observed December 24th)

Armistice Day and Veteran's Day (November 11th) (Actual)
Thanksgiving Day (4th Thursday in November) (Actual)
Christmas Day (December 25th) (Actual)

- B. Employees required to work on the day a holiday is observed shall be compensated for such work in accordance with the provision of City Human Resources Rule 6.50, paragraph B: "All employees who are required to work a holiday shall be compensated at the rate of two and one-half (2 ½) times their hourly rate," with the exception of the Fiesta Holiday when the employee shall receive only four (4) hours of holiday pay.

Section 20 SICK LEAVE

Sick leave may be authorized when an employee is incapacitated by sickness or injury, or when an employee needs time off for medical, dental and optical diagnosis or treatment. Sick leave may also be utilized to care for immediate family members who may be seriously ill or disabled.

A. SICK LEAVE ACCRUALS:

Employees are eligible for prorated sick leave accrual for hours worked and during paid leave in accordance with the following schedule:

- 0-1 year of service: up to 72 hours per calendar year.
- 1-5 years of service: up to 96 hours per calendar year.
- 5-10 years of service: up to 112 hours per calendar year.
- 10-15 years of service: up to 128 hours per calendar year.
- 15-20 years of service: up to 144 hours per calendar year.
- 20 and more years of service: up to 159 hours per calendar year.

- B. An employee may request use of accrued leave provided that such use is applicable sick leave. An employee who abuses sick leave by using it for purposes other than those authorized in Human Resources Rule 13.30 shall have the absence charged as Leave Without Pay and may be grounds for disciplinary action.
- C. The Employer may require an employee to furnish a physician's statement for sick leave taken at any time abuse of such leave is suspected. Refusal by an employee shall result in disciplinary/corrective action.
- D. Only complete calendar months of service before and after interruptions or breaks shall be counted in computing the total number of years of service by which an employee is allowed to progress from one graduated rate of accrual to another. The following rules shall apply:

1. When an employee has not experienced any interruption or break in service, the date from which his/her years of service is counted shall be the first day of the first complete calendar month worked.
 2. Periods of service as an employee prior to a break or interruption are less than twelve (12) months duration and are not the result of disciplinary action.
 3. Periods of Leave Without Pay in excess of thirty (30) days shall not be counted as service time.
- E. An employee shall be allowed to progress from one graduated rate of accrual for sick leave to the next on the first day of the month immediately following the completion of the required total length of service.
- F. The Employer may buy sick leave on a yearly basis providing the following criteria are met:
1. An employee shall have and/or maintain a minimum balance at the end of each calendar year of five hundred (500) hours before buy-back may occur.
 2. An employee must state in writing to the Human Resources Director, no sooner than February 1 and no later than March 31 of each calendar year his/her intentions to sell back the sick leave.
 3. A maximum of ninety-six (96) hours may be sold back in any one year, never allowing the balance to drop below the minimum.
 4. The conversion ratio shall be one (1) hour of pay for every two (2) hours of sick leave.
 5. Sufficient City funding is available.
- G. An employee is not required to sell the leave in excess of the minimum balance.

H. **BEREAVEMENT LEAVE:**

Employees will be allowed up to a total of forty (40) hours of bereavement leave in the event of a death in the employee's immediate family. Such leave shall be charged to sick leave, compensatory time, annual leave, or Sick Leave Bank if all other leave has been exhausted.

1. When justified, that the deceased is an immediate family member or domestic partner, additional leave may be granted by the Association (Executive Board) at the request of the employee. This additional leave may be charged to sick leave. If

the employee does not have any available sick leave, the additional leave may be charged to annual leave and/or compensatory time.

2. Immediate family is defined as a parent, step-parent, legal guardian, grandparent, spouse, child, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, niece, nephew, aunt, uncle, grandchildren and domestic partner of the employee.
3. For the purpose of bereavement, if any employee has exhausted all their leave, and have met all the provisions in Eligibility and Limitations paragraphs c, d, f, g and h listed below. Employees may use up to 40 hours of the sick leave bank.

I. SICK LEAVE BANK:

The Sick Leave Bank serves as a depository into which participating employees may donate accrued sick leave and annual leave for allocation to other participating employees. The purpose of this bank is to alleviate the hardship caused if illness or injury forces the employee to exhaust all sick leave time.

1. Eligibility and Limitations

In order to qualify for usage of the Sick Leave Bank, an employee must be eligible and approved for FMLA, exhausted all other leave, and have met the provisions of all paragraphs (a-h) below:

- a. The criteria for Sick Leave Bank usage is a determination by the Human Resources Department that the medical condition meets eligibility as defined in the Family and Medical Leave Act.
- b. For purposes of the Sick Leave Bank, immediate family or household member is defined as, husband, wife, mother, step parents, father, brother, sister, children, step-children, or any relative or person living in the employee's household for whom the employee has custodial responsibility, or where such person is financially and emotionally dependent on the employee and where the presence of the employee is needed.
- c. The Sick Leave Bank is available to those employees who have completely exhausted all available leave and who are not receiving temporary disability benefits under the City's Workers' Compensation program.
- d. All employees must contribute (20) hours/ two (2) days of accumulated sick leave or annual leave or compensatory time to be eligible to participate, and only those who contribute are eligible. This contribution must be done per calendar year. Before the deduction will be made by payroll an employee must sign the authorization form.

- e. The maximum number of Sick Leave Bank hours that may be granted by the Association to any employee during the calendar year is up to 480 hours. Upon approval of the Association (Executive Board) and Employer additional Sick Leave Bank hours may be granted on a case by case basis.
- f. Benefits from the bank are not available retroactively.
- g. Once benefits are donated, they are no longer available to the employees.
- h. Donated accumulated leave time contributed to the pool become the property of the Association and may not be withdrawn, targeted for specific individuals, returned to an employee upon separation, retirement, or become part of the employee's estate upon his/her death.

2. Qualifying Exigency for Military Family Leave (FMLA):

In order to qualify for usage of the sick leave bank you must be eligible and approved for Qualifying Exigency for Military Family Leave (FMLA) and exhausted all other leave.

3. **Donations**

Employees wishing to transfer a portion of his/her accumulated leave time must sign a Sick Leave Bank Donation Form indicating the number of hours to be transferred. Employees will be given an opportunity to donate accumulated leave time to the bank per calendar year. City payroll and the Association shall approve donation forms.

- a. Employees may not donate more than 100 hours of sick leave within ninety (90) days of their separation date from the Department. Upon an employee's separation date, the City will look back to determine whether any donations above 100 hours occurred within the ninety (90) days prior to separation from the Department. Any hours above the 100 hour limit will be subtracted from the sick leave bank.
- b. Upon death of an employee, compensation for unused total sick leave shall be payable to the employee's estate. [Human Resources Policy 13.30 (1)]

4. **Withdrawals**

- a. A memorandum generated by the member must be submitted to the Association ten (10) calendar days before anticipating the leave. Once approved, the Association must notify the payroll office three (3) days prior to the City payroll due date. If deadlines are not met, the employee will be denied sick leave donations.

- b. When a member is physically or mentally unable to apply for Sick Leave Bank, the immediate next-of-kin may make a request for Sick Leave Bank on his or her behalf. If there is no next-of-kin available, this request may be made by the legally appointed guardian, conservator or an individual acting under valid power of attorney. If none of the above are available, a supervisor and/or a union board member may make this request on the employee's behalf.
- c. The Association will render a decision to the employee within five (5) working days after receipt of the request.

Section 21 HOURS OF WORK AND OVERTIME

- A. The normal work day shall be ten (10) hours for all employees covered by this Agreement, unless otherwise agreed upon by the Chief and the Association. However, if the parties disagree, the Chief has the right to make the final decision. The normal work period will be forty (40) hours comprised of four (4) ten (10) hour days, or five (5) eight (8) hour days, as previously scheduled.

The Labor/Management Committee (LMC) shall discuss alternative work schedules for employees to present to the Chief. The LMC shall consider whether the new work schedule will directly benefit the community and/or provide greater availability of services to the public.

- B. Employees shall be entitled to overtime compensation at the rate of time-and-one-half their regular straight-time rate when they perform work in excess of forty (40) hours regularly scheduled in one week. Regular rate of pay and rules governing overtime compensation will be adhered to in accordance with FLSA.
 - 1. The work week shall consist of seven (7) consecutive days beginning at 0001 each Saturday, or the tour starting the hour nearest to that time after 0001 hours.
 - 2. The work day will be any regularly scheduled consecutive twenty-four (24) hour period beginning at the start of the employee's regularly assigned shift.
 - 3. For the purpose of this section, an employee who elects to change shifts will not be considered to have worked in excess of eight hours on any one work day.
 - 4. The employer shall give seven (7) day notice in writing to an employee prior to changing a work shift, unless the said employee agrees to the change occurring before the seven days. For example: changing an employee from a day shift to a graveyard shift or vice versa.

C. Rest Periods

1. All employees are permitted a 15-minute rest period during each one-half shift. The rest period shall be scheduled near the middle of each one-half shift insofar as practicable. Rest periods are not to be accrued or carried over or used at the beginning of a shift or to extend a lunch period.
2. A 15-minute rest period shall be allowed for an employee between shifts, or as soon as possible when doubling for a full eight-hour (8-hour) shift.
3. The Employer will attempt to ensure that a lunch period will be scheduled for each employee if the time permits.

D. Compensatory Time:

Time worked over forty (40) hours per work period will be compensated at one and one-half times the employee's regular rate of pay or in the form of compensatory time at the discretion of the employee. Compensatory time will be computed at the rate of one and one-half times the hours actually worked. The maximum accrual of comp-time for any employee is 480 hours. The employer reserves the right to pay all time worked over forty (40) hours per work period in lieu of a request for compensatory time made by the employee.

An employee may request payment for up to 100 hours of the accumulated compensatory time per fiscal year if the funds are available. If an employee terminates his/her employment with the City for any given reason, the employee will be compensated for all accumulated compensatory time. Compensatory time may also be utilized to realize accelerated retirement.

E. Fair Labor Standards Act

The parties agree to follow/comply with the provisions of the Fair Labor Standards Act, except as provided for in this Agreement and in accordance with the Act.

The Employer retains the right to adjust work schedules within the work period as allowed under FLSA. Schedule adjustments, as allowed for under FLSA, shall be temporary and are allowable only within the 40 hour work period.

Section 22 EXTRA DUTY ASSIGNMENTS

The Employer shall maintain a list within the Department of all employees who are willing to perform extra duty.

- A. When available, the Employer shall offer extra work opportunities only to persons on the list and extra duty work shall be made in sequential order through the list, with new opportunities being offered first to the person following the one who accepted the last offer. When the list is exhausted, officers shall return to the top of the list. The intention of this section is to equalize opportunities for extra duty among all persons on the list.
- B. In order to keep the list current, the Employer shall remove from the list any person who refused three (3) consecutive offers of extra duty work. This removal will remain in effect for the remainder of the quarter. On duty status does not count as a refusal.
- C. Any person who accepts an extra duty assignment but is unable to carry it out must notify the Chief or designee who will offer the assignment to the next person on the list. Notification will be made at least forty-eight (48) hours in advance of the assignment, except in case of emergency.
- D. The employee shall receive a rate of pay on all EXTRA DUTY ASSIGNMENTS at a rate of time and one-half per hour.
- E. The list shall be updated quarterly and all employees desiring to sign up for extra duty assignments shall have a two week period to do so at the beginning of January, April, July and October. Employees shall sign up in person. If an employee is off during the sign up period, that employee will be allowed to sign up within three days of their return to work. It is the responsibility of supervisors to inform employees on leave regarding the sign up list and expiration date.
- F. The Department may assign personnel to staff extra duty assignments when employees on the list for extra duty assignments fail to meet the needs of the Department as they relate to departmental need or public safety.
- G. Failure to report for the assignment will be grounds for removal from the list for the remainder of the quarter.
- H. The Employer and the Association hereby recognize and agree that Section 22 Paragraph A of this agreement is not applicable to investigative case plans due to their sensitive nature.

Section 23 OUTSIDE EMPLOYMENT

Outside Employment will be granted in accordance with Directive 29.1.

Section 24 EARLY RETIREMENT

Bargaining unit employees who are eligible for retirement may convert unused sick leave to early retirement based on the following schedule and requirements:

- A. Accelerated Leave. An employee may use sick leave in order to realize accelerated retirement providing the following criteria is met:
 - 1. An employee must state in writing his/her intention to retire to the Human Resources Director and sign a retirement contract with the Employer.
 - 2. An employee may not experience any type of salary increase during the period of conversion.
 - 3. Employees who have completed twelve (12) years of continuous employment with the Department may use sick leave at a ratio of 1 day for 1 day of sick leave up to a maximum of 1,040 hours and an additional 1,100 hours of sick leave at a ratio of 1 day for 2 days of sick leave up to a maximum of 2,140 hours in order to realize accelerated retirement.

- B. Under no circumstances will there be a cash payment for any unused sick leave except in accordance with Paragraph F of Section 20.

Section 25 LIABILITY PROTECTION

- A. Pursuant to 41-4-1 et seq., N.M.S.A. (1978), as amended, the New Mexico Tort Claims Act, the Employer shall provide protection to employees from liability arising out of acts committed during the performance of their activities in the conduct of their office and within the scope of their duties.

- B. Legal counsel will be provided as set forth in the New Mexico Tort Claims Act, Section 41-4-1 et seq., N.M.S.A. (1978), as amended.

Section 26 GROUP MEDICAL INSURANCE

The Employer has a group medical insurance plan that is offered to City employees. The employee will be advised of the plan at the employee orientation. The Employer will pay 76.5% of the cost of the group medical insurance premiums currently offered by the Employer to City Employees.

Each Union shall participate and have one vote on the committee that is composed to establish, evaluate, select and recommend group medical or dental insurance plans.

Specific details of the plan and cost to an employee are available from the Human Resources Department.

Section 27 WORKERS COMPENSATION

The Employer will comply with the provisions of the New Mexico Workers' Compensation Act.

Refer to Appendix C.

Section 28 JURY DUTY AND WITNESS PAY

Employees will be allowed to serve on jury duty during their normally scheduled work hours without loss of pay. If the employee is summoned to jury duty outside of their normally scheduled work hours, they will be compensated as hours worked. Jury fees received (excluding reimbursement for travel and meals) shall be remitted to the City Finance Department.

Personnel who are called to testify off duty as expert witnesses on behalf of the City or in relation to investigations which they have conducted shall have the option of receiving paid overtime or receiving a witness fee for the testimony. The employee will not be allowed to receive both compensations. In the event the employee chooses to receive the overtime pay in lieu of the witness fee, the employee will remit the witness fee check to the City.

Section 29 ON CALL AND CALL BACKS

A. On call Status:

1. The Department Section/Unit Commander(s) will develop and maintain an internal on-call schedule by Section/Unit for those employees assigned to the following sections/units: Criminal Investigations Section, Crime Scene Unit, Animal Services Unit, Traffic Fatal Team.

On call staffing shall be filled in the following capacities:

Criminal Investigations Section - one (1) Criminal Investigation Sergeant, two (2) Criminal Investigators or one (1) Criminal Investigator & one (1) sworn officer assigned to the Criminal Investigations Section and, one (1) Crime Scene Technician (full time or Auxiliary).

Animal Services Division - one (1) Animal Services Officer.

Traffic Fatal Team - one (1) Traffic Fatal Team Officer and one (1) auxiliary traffic officer.

- a. On call status coverage shall be designed to assure proper coverage and staffing for hours not covered by a normal work period (forty (40) hours comprised of four (4) ten (10) hour days or five (5) eight (8) hour days as previously scheduled).
- b. Any employee who is scheduled to be on on-call status and is unable to carry out the schedule must notify his/her Supervisor/Commander as soon as possible. Notification will be made at least forty-eight (48) hours in advance of the on-call status assignment, except in cases of emergency. The Supervisor/Commander will then make the necessary adjustments, if needed, to fulfill the scheduled on-call coverage.
- c. Assignment to the on-call program shall be mandatory for those members assigned to the sections/units identified in paragraph A subsection 1 of Section 29 of the CBA. Any employee who fails to respond to a call out within the designated time frame may be subject to disciplinary/corrective action in accordance with Section 34: Disciplinary Action of the CBA.
- d. The Department shall provide a cellular telephone to any employee assigned to on-call status.
- e. On-call status will be for seven (7) consecutive days. An on-call day will consist of a twenty-four (24) hour period.

Any employee may be removed from on-call status prior to the end of their seven (7) days for the following cause(s):

1. At the discretion of the Chief or designee
2. Serious illness or injury
3. Family emergency
4. The Employer shall compensate employees assigned to the on-call program.
5. Employees assigned to the on-call program shall receive one-hundred dollars (\$100.00) per on-call rotation they participate in as defined in paragraph A-1 of Section 29 of the CBA. This amount shall not include any actual overtime hours worked by an employee as a result of being called out.
6. Employees assigned to the on-call program are eligible for only one (1) on-call program compensation pay per on call week.

7. On-call Status: An employee will not be required to remain at home for the purposes of meeting the requirements for on call status, so long as said employee can assure availability and fitness for duty within sixty (60) minutes from the time of the initial notification from the on call supervisor. The parties hereby recognize and agree that response time may be extended with commander approval.

B. Call Back Time:

When an employee is required to physically report to a post after the conclusion of a normal work shift and prior the beginning of said employee's next work shift, the employee shall receive compensation at time and one-half for a minimum of two (2) hours from the time said employee is contacted by a Supervisor and/or Commander. The rate of pay will be in compliance with Section 21 *Hours of Work and Overtime*.

If an employee is called by a supervisor while off duty and not required to report to post and the phone call exceeds six (6) minutes the employee will be compensated for the actual time spent on the phone call.

Section 30 DEFERRED COMPENSATION PROGRAM

The Employer will provide opportunities to participate in a 457b.

Section 31 CHECK OFF AUTHORIZATION

- A. The Employer shall deduct from employees' pay for each pay period, Association dues in an amount specified upon presentation of dues deduction authorization card signed by individual employees.
- B. The Employer shall pay the amount withheld to the Association.
- C. The Employer and the Association will comply with Supreme Court ruling in Janus V. AFSCME, Council 31, 138 S. Ct. 2448 (2018),
- D. The Association agrees that it will indemnify, defend and hold the Employer harmless from and against any claims arising from payroll deductions made by the Employer pursuant to this Article, except those claims incurred solely as a result of a breach by the Employer of its legal duties or obligations under the United States Constitution.

Section 32 LAY OFF AND RECALL

- A. Should a reduction in personnel services be mandated by the governing body, the Employer will review all alternatives to the layoff of personnel. The Association will be provided the opportunity to offer alternatives to the reduction of personnel.
- B. Layoff: If a reduction in work force becomes necessary, all of the following factors shall be considered:
 - 1. Seniority of the employee,
 - 2. Training, skills, and abilities of the employee, and
 - 3. Departmental needs.
- C. Transfers: When a lay-off occurs, the mandatory transfers between units shall be made in such a way as to maximize the efficiency and effectiveness of the Department. In making such transfer decisions, the following factors shall be considered:
 - 1. Seniority of the employee
 - 2. Qualifications of personnel
 - 3. The nature of the transfer and the skills called for within the unit being transferred to
 - 4. Departmental needs, and
 - 5. The stated assignment preferences
- D. Recall: Personnel separated as a result of a reduction in force shall be recalled based upon all of the following factors:
 - 1. Seniority of the employee
 - 2. Training, skills, and abilities of the employee
 - 3. Disciplinary history of the employee for the past twelve (12) months, and
 - 4. The stated assignment preferences
- E. The term "seniority" for the purposes of this section is set forth in Section 18: "Seniority" of this Agreement.

Section 33 INTERNAL AFFAIRS

It is the policy of the Department to maintain internal discipline, open lines of communication with the general public, and encourage citizens to freely express concerns or complaints of misconduct, malfeasance, or other inappropriate conduct by members of the Department. All members of the Department are responsible for ensuring departmental integrity and assisting in the expeditious response to citizen complaints in a fair and impartial manner.

A. PURPOSE

1. In recognition of the need to maintain departmental integrity, the Professional Standards Unit is charged with the responsibility of impartially and objectively investigating all allegations of malfeasance, non-feasance, and misfeasance brought against any member of the Department.
2. The Professional Standards Unit may conduct investigations into allegations of misconduct as outlined herein for the purpose of providing the Chief with a means of impartially assessing employee actions to ensure compliance with departmental rules and regulations, to enforce internal discipline, and to provide a vehicle through which citizen concerns may be equitably evaluated and judiciously addressed.
3. To ensure the rights provided under the Peace Officers Employer-Employee Relations Act, NMSA 29-14-1 through 11, Garrity Rights originating from the U.S. Supreme Court Case “Garrity vs. New Jersey;”, and Weingarten Rights originating from the 1975 U.S. Supreme Court Case “NLRB vs. Weingarten, Inc.” 420 U.S. 251, 88 LRRM 2689.

B. ORGANIZATION & STAFFING

The Professional Standards Unit reports directly to the Chief.

1. Under certain conditions, the Chief may appoint a Sergeant or above to conduct an Internal Affairs Investigation.
 - a. Conditions are listed as, but not limited to: absence by the Internal Affairs Officer; the existence of multiple complaints at one time; the existence of a possible conflict of interest.
 - b. If the Chief appoints a Sergeant or above to conduct an Internal Affairs Investigation, he/she may be temporarily assigned to the Professional Standards Unit while the case is being actively investigated, to include preparing the final report for the Chief.

C. RESPONSIBILITIES & DUTIES

The Professional Standards Unit is responsible for performing those duties in accordance with Department policies and all applicable laws, to include but not limited to:

1. Recording, registering, and conducting the investigation of complaints against employees;
2. Conducting the investigation of alleged or suspected misconduct within the department;
3. Overseeing the investigation of inquiries into violations of department policy not investigated through the Internal Affairs Unit;
4. Maintaining the confidentiality of the Internal Affairs Investigation and records. Internal Affairs investigations are considered to be highly confidential in nature. When the confidentiality of an internal affairs investigation is compromised by either the Employer or the employee, it shall be treated as a violation of policy and investigated immediately by order of the Chief of Police.
5. Administering, maintaining and investigating civil actions brought against the Department;
6. Disseminating information to the public on procedures to be followed in registering complaints against agency employees.

D. AUTHORITY

1. Emergency suspension against an employee may be imposed by a supervisor and/or command officer having the rank of Lieutenant or above, only in situations where the affected employee is clearly physically or mentally unable to perform his/her duties and/or the employee is alleged to have committed one or more severe infractions of the Department's policies and procedures.
2. If an emergency suspension is imposed, the suspended employee and the supervisor will present themselves at the Chief's Office no later than 9:00 AM on the next working day. An emergency suspension which will extend beyond one (1) work day must be approved by the Chief.
3. Any administrative investigation will be completed within 180 days. The 180 day period shall not include time for review. Additional extensions may be granted if circumstances arise outside of the control of Department or City of Santa Fe (e.g. Military Leave, FMLA, pending criminal investigation or criminal charges, time

to locate a critical witness, etc. A copy of the approval, to include the amount of time granted and reason for delay, will be sent to the employee. The Chief's review process shall be completed within 30 days.

E. FINDINGS

Upon completion of the investigation, a finding shall be made and the investigation shall be classified as one of the following;

1. Sustained - the allegation is supported by sufficient proof.
2. Not-sustained -the evidence is insufficient to prove or disprove an allegation.
3. Unfounded - there is no basis for the complaint, not founded on fact or truth.
4. Exonerated - conduct was proper, cleared of allegations.

The Chief shall review the investigation and either concur or not concur with the findings. The Chief, via letter, shall notify the employee being investigated as to the disposition of the investigation within ten (10) business days of the Chief's decision. Upon receiving the Chief's decision, the employee, via written request, shall then be permitted access to review the Internal Affairs file. The employee's Union Representative and/or legal counsel shall be permitted to review the Internal Affairs file if requested in writing by the employee.

All findings shall be based solely on the totality of the evidence gathered by the investigator during the course of the internal affairs investigation. Findings should not be based on the personal opinions, bias, and feelings of the investigator. Findings should not include statements made by the investigator which serve to lend credence to the finding beyond the merit of the evidence, but may not preclude opinions derived from training, experience and work related knowledge.

F. DUTY STATUS DURING INVESTIGATION

The Chief, in the best interest of the Department, may elect to take any of the following actions concerning an employee's duty status during an Internal Affairs investigation:

- A. Continue the employee on duty as assigned.
- B. Continue the employee on duty in a temporary assignment. This temporary assignment will not be deemed disciplinary in nature and is designed to protect the employee, Employer, and the public interest.
- C. Impose administrative leave with pay upon an employee pending the results of the investigation and/or subsequent department proceedings.

- D. Impose leave without pay based the severity of allegation that the employee may have committed one or more severe infractions of the Department's policies and procedures, City of Santa Fe Rules and Regulations, or law and with the approval of the City Attorney and the City Manager.

G. EMPLOYEE RIGHTS

- A. All Internal Affairs investigations shall be conducted fairly and impartially and in compliance with the New Mexico State Peace Officer Employer-Employee Relations Act. The Act affords certain rights to employees who are under investigation by his/her employer for alleged actions which could result in administrative action. The Act is attached hereto as Appendix A.

Section 34 DISCIPLINARY ACTION

- A. In the event that an investigation could result in the implementation of disciplinary action, if the investigated employee so requests, the Association may designate two representatives to participate at all stages of the proceedings. The employee shall be provided with copies of the written charge(s) and discipline decision.

B. Administrative Investigations

When an employee is under the investigation by the Employer for alleged actions that could result in administrative/criminal sanctions being levied against the employee, the employee shall be afforded all rights and privileges, if any, guaranteed by the New Mexico Peace Officers Employer-Employee Relations Act. A copy of the Act is included as Appendix A.

C. Basis for Employee Discipline

1. Discipline

Disciplinary actions for employees are based on showing of cause. Disciplinary actions will be consistent with governing laws and regulations and will be taken without regard to race, age, religion, color, national origin, ancestry, sex, physical or mental disability or serious medical condition. No employee will be disciplined for refusing to perform an unlawful act.

2. Approval by the City Manager

Disciplinary action beginning at a Written Reprimand shall require approval of the City Manager before implementation. Whenever such approval is not practical

because of urgent circumstances, necessary action may be taken and the situations reviewed with the City Manager as soon as practical.

3. **Progressive Discipline**

An employee shall be progressively disciplined based on the nature of the infractions(s). Each case of inadequate performance or act of misconduct shall be judged individually. The step of progressive discipline depends on the severity of the infraction and the employee's previous work and disciplinary record. Discipline will be based on fundamental fairness, equity and consistency within the Department. Because of the serious nature of some infractions, the first disciplinary action may be dismissal or other disciplinary action.

- a. **Officer Conference:** An officer conference by an immediate supervisor is used for minor infractions such as informing employees that their performance, actions, behavior or conduct needs to change. Under normal circumstances supervisory personnel should use an officer conference first before any formal disciplinary is taken. A POA Representative will NOT be called during this supervisor and employee conference time. An officer conference is issued directly from the supervisor to the employee and does not require chain of command approval. Causes of an officer conference include, but are not limited to:

1. Substandard work performance
2. Tardiness

Supervisors/Commanders will complete the proper Officer Conference Form with all necessary information in the text. The Officer Conference Form shall be maintained by the supervisors/commanders for three months.

- b. **Letter of Counseling:** (written warning memorandum). A letter of counseling by an immediate supervisor is used for minor infractions to inform employees that their performance, actions, behavior or conduct needs to improve. An employee may receive a letter of counseling for an infraction that is of a greater degree than that for which verbal counseling may be used or in cases when the initial verbal counseling did not correct the behavior in question. At the time of a letter of counseling being issued to an employee, no more than two POA Representatives will be present and the content of the letter of counseling may include a reference to the date and time of a verbal counseling being issued by a commander for the infraction defined in the letter of counseling. The letter of counseling shall be kept in the police department file for a period not to exceed three months, for the purpose to monitor a change with the employee's behavior, conduct, work performance, or actions. A letter of counseling may be used in conjunction with the employee's Performance Appraisal Development Plan

(PADP) or interim Performance Appraisal Development Plan (PADP). A letter of counseling must be approved through the chain of command by a Deputy Chief of Police. Causes of letter of counseling include, but are not limited to:

1. Repeated tardiness
2. Missed court appearance/administrative hearing in a misdemeanor case

- c. **Written Reprimand:** An employee shall receive a written reprimand because the deficiency or infraction is of a greater degree than that for which a corrective action may be used or if the corrective action did not change the employee's behavior.

Causes for written reprimands include, but are not limited to:

1. Failure to follow safety rules
2. Failure to follow published rules and regulations
3. Missed court appearance/administrative hearing in a felony case

Written reprimands shall be placed in the employee's Human Resources file. The employee will be provided with a copy of the statement. The employee will be given the opportunity to review and acknowledge that he/she has reviewed the statement. The employee may respond by noting on the reprimand that they do not agree with the statement or may file a written rebuttal, which shall be placed in the employee's Human Resources file. Complaints or disagreements concerning written reprimands may be addressed through the informal grievance procedure, by mutual agreement.

At the employee's request, the written reprimand will be removed from the employee's Human Resources file twelve (12) months after the employee received the reprimand provided the employee has not received another written reprimand or other disciplinary action during the twelve (12) month period.

- d. **Suspension:** An employee may be suspended without pay for a single serious infraction or for continued inadequate job performance or misconduct. Such suspension will not exceed thirty (30) working days. Suspension of an employee is subject to the formal grievance procedure. Causes for suspension include, but are not limited to:

1. The causes listed for written reprimands
2. Continued instances of poor performance or a single occurrence of poor performance if serious
3. Insubordination

At the employee's request any suspension will be removed from the employee's Human Resources file eighteen (18) months after the employee received the suspension, provided the employee has not received another suspension or other disciplinary action during the eighteen (18) month period. If an employee receives a subsequent disciplinary action during the original eighteen month time frame, the original disciplinary action shall be held in the Human Resources file for a total of, but not longer than three (3) years.

e. Demotion and Dismissal: An employee may be demoted or dismissed for continued inadequate job performance or for other causes. The demotion or dismissal of an employee is subject to the formal grievance procedure. Causes for demotion or dismissal shall include, but are not limited to:

1. All causes listed previously if continuing and are on going infractions
2. Theft or intentional abuse and destruction of City property or unapproved use of city property for any reason
3. Conviction of a felony
4. Conduct unbecoming an employee of the City or Police Department
5. Deliberate falsification of information on the employee's job application or other record
6. Violation of the New Mexico Controlled Substances Act, or using controlled substances or alcohol on the job, or reporting to work under the influence of an unlawful controlled substance or alcohol, except that use of alcohol or unintentional use of a controlled substance while in the performance of their duties will not be a violation
7. Insubordination deemed blatant or hostile
8. Failure to meet standards of substance abuse rehabilitation programs
9. Lying in an Internal Affairs Investigation (Dismissal)

The preceding examples are typical of the types of infractions sometimes encountered, but are not inclusive of all situations that may arise. The Employer reserves the right to exercise judgment and render disciplinary action or dismissal as determined appropriate based on the circumstances of each case.

D. Disciplinary Files

The Department shall maintain a disciplinary file on each employee who receives a disciplinary action. The file shall include all disciplinary actions which have not been removed pursuant to the terms of this section. The disciplinary file shall also include a history of all disciplinary actions which occurred during the employee's service with the Department.

A brief chronological history of disciplinary actions taken will be maintained by both the Department and Human Resources. This history shall be limited to date, employee name, charge and disposition.

E. Pre-determination hearings

An employee notified of a possible written reprimand, suspension, demotion or dismissal shall be entitled to a pre-determination hearing before the Chief or designee.

1. **Loudermill Rights.** Unlike Weingarten, the employer has an obligation to inform the employee of his/her Loudermill Rights to a hearing. The right is known as "Loudermill Right" based upon the 1985 U.S. Supreme Court decision in the case of *Cleveland Board of Education v. Loudermill*.
2. **Notice.** An employee shall be notified in writing at least forty-eight (48) hours prior to the date and time of the pre-determination hearing. The notice shall disclose the proposed disciplinary actions, reasons for the proposed disciplinary actions, and shall state the time, place and date of the hearing.
3. **Hearing Procedure.** The hearing shall be informal and shall be conducted by the Chief or designee. The employee shall be represented by legal counsel and/or up to two representatives of the Association. The purpose of the hearing is to provide the employee with a reasonable opportunity to address the reasons for the proposed disciplinary action.
4. **Waiver.** The hearing may be waived by the employee in which case the disciplinary action is effective immediately.
5. **Decision. The Chief, or designee,** shall render a final recommendation within five (5) business days of the hearing, and forward the recommendation to the City Manager. If the employee wishes to appeal the disciplinary action, the employee shall submit a written appeal to the City Manager within five (5) business days from the date the employee was served with the decision from the Chief or designee. The written appeal must state the specific reasons why the disciplinary action should not be taken. The City Manager has fifteen (15) business days from the receipt of the employee's written appeal to consider the appeal and respond in

writing to affirm, modify or reject disciplinary action. The City Manager, at his/her discretion, may also within this time period request a meeting with the Union and the employee to discuss the appeal.

6. **Appeal.** If the association is dissatisfied with the decision of the City Manager with regards to suspensions, demotions, or terminations, it may appeal the decision by serving a written demand for arbitration pursuant to the Arbitration provision of Section 35. An employee dissatisfied with the decision of the City Manager with regards to disciplinary action other than suspensions, demotions or terminations may appeal the decision at the cost to the employee by serving a written demand for arbitration pursuant to the Arbitration provision of section 35.

Section 35 GRIEVANCE AND APPEAL PROCEDURES

Grievances shall be limited to alleged contractual violations, misapplication or misinterpretation of any provisions of this Agreement. Grievances shall be filed within fifteen (15) business days from the date the violation(s) occurred, or from when the Association or the employee was aware or reasonably could have been aware of the violation(s) of the Agreement.

A. Informal Grievance Procedure

The purpose of the informal grievance procedure is to provide employees with a fair and equitable process for resolving complaints or problems. Most grievances should be resolved at the lowest possible level and as informally as possible before the parties resort to the formal grievance procedure.

1. The affected employee shall discuss the problem with his/her first line supervisor and attempt to work out a solution. No written documentation is required, and it is anticipated that most problems will be resolved at this level.
2. If the employee does not obtain a satisfactory solution to the problem after consultation with the first line supervisor, the employee may discuss the problem again informally with the next level supervisor if applicable.
3. If the problem is not resolved by a supervisor in the chain of command, the employee may file a written complaint with the Chief. The written complaint shall contain the following information:
 1. The name and position of the affected employee.
 2. A clear and concise statement of the grievance.
 3. The issue or issues involved.
 4. The relief sought.
 5. The date the incident or violation took place.
 6. The specific section or sections alleged to have been violated.

The Chief or designee shall respond in writing within ten (10) business days of receipt of the written complaint and shall within this time period request a meeting with the Association and/or the affected parties to discuss the grievance and its settlement. If the grievance is not satisfactorily resolved at this level, the grievance may be submitted to the formal grievance process.

B. Formal Grievance Procedure

If a mutually agreed upon solution was not reached through the informal grievance procedure, the Association must submit a formal grievance to the City Manager within seven (7) business days from the date of the informal grievance written response from the Chief.

Formal Grievances may be filed by the Association on behalf of an individual employee or group of employees covered by this Agreement, or the Association as the exclusive representative. If an individual employee decides to file a formal grievance, they do so at their own expense and must provide for their own counsel.

All steps of the Informal Grievance Process must be completed prior to evoking the Formal Grievance Procedure. All formal grievances shall be filed in writing and shall contain the following information:

1. The name and position of the affected employee
2. A clear and concise statement of the grievance
3. The issue or issues involved
4. The relief sought
5. The date the incident or violation took place
6. The specific section or sections alleged to have been violated

The City Manager or designee shall respond in writing within twenty (20) business days of receipt of the written grievance and shall within this time period request a meeting with the Association to discuss the grievance and its settlement. If the grievance is not satisfactorily resolved at this level, the grievance may be submitted to final and binding arbitration by the Association (but not by the individual employee) within ten (10) business days after the time for response of the City Manager.

C. Miscellaneous

1. Tape recorders or other electronic recording devices may be used by any party participating in the grievance.
2. Any of the time limits set out in this procedure may be extended, waived, or otherwise modified by written mutual agreement of both parties.
3. A party to this Agreement or an individual employee may be represented by counsel at any step of the formal grievance procedure at his/her own cost.

4. A grievance may be withdrawn by the Association at any step of the procedure without prejudice and without precedence except as to objections of timeliness. The arbitrators shall decide all disputes regarding the grievability of grievances.

D. Arbitration

1. The Association has complete discretion as to whether it will demand arbitration or accept the City Manager's response. If however, the Association decides to demand arbitration it must serve a written demand for arbitration upon the Employer within ten (10) business days from the time of response from the City Manager.
2. Within five (5) business days of the written demand for arbitration, the Association shall make a request for a panel of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA), unless the parties can agree upon an arbitrator or alternative panel of arbitrators from which to select an arbitrator.
3. Within five (5) business days of the receipt of a list of arbitrators, the parties will confer to select the arbitrator. The selection shall be made by the Association and the Employer alternately eliminating names. The last name remaining shall be the arbitrator. The parties shall flip a coin to determine who shall strike the first name. If the Employer fails or refuses to strike a name from the list, the Association may request that the FMCS or the AAA unilaterally appoint an arbitrator to hear the matter. Once an arbitrator is either selected by the parties or appointed by the FMCS or AAA, the arbitrator shall have full jurisdiction.
4. The decision of the arbitrator shall be based upon the facts established by the testimony and documents presented in the case. The arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of the Agreement; but, the arbitrator may give appropriate interpretation or application to such terms and provide appropriate relief. The arbitrator shall not have authority to make an award, which includes a fine or other punitive damages or award of attorney's fees.
5. The arbitrator's decision shall be final and binding on the parties. In arbitrations challenging a disciplinary action, the Employer shall have the burden of proof by a preponderance of the evidence. In arbitrations where the Association alleges a contractual violation or dispute over a working condition, the Association shall have the burden of proof by a preponderance of the evidence.
6. Each party shall pay one-half of the arbitrator's fees and expenses.

7. Nothing in this section shall prohibit a party from appealing an arbitration award pursuant to the New Mexico Uniform Arbitration Act in a court of competent jurisdiction.

Section 36 PROBATION PERIOD

Probationary employees are not covered by this Agreement. It is understood and agreed by both parties to this Agreement that the probationary period for sworn employees includes the period of time from the date of hire as a permanent full-time employee for a period of twelve (12) months, which may be extended for up to 6 months, due to work related performance or work related injury.

It is understood and agreed by both parties to this Agreement that the probationary period for civilian employees shall be in accordance with Rule 4 section 4.51 of the Human Resources Rules and Regulations.

Personnel shall not receive a promotion or pay increase until successful completion of the probationary period, except for those increases approved by the Governing Body.

Section 37 FILLING OF VACANCIES

A. PERMANENT VACANCIES

1. Merit Principles

A. The Parties adopt the following merit standards and shall govern in all Department personnel policies and procedures:

1. Recruiting, selecting, and advancing employees will be on the basis of their ability, knowledge and skill, including open consideration of qualified candidates for initial employment;
2. Equitable and adequate compensation will be provided;
3. employees will be trained as needed to assure high-quality performance;
4. employees will be retained on the basis of the adequacy of their performance, and provisions will be made for correcting inadequate performance and separating employees whose inadequate performance cannot be corrected;
5. fair treatment of candidates and employees in all aspects of human resources administration without regard to race, color, religion, sex, national origin, political affiliation, age, handicap, or other non-merit

factors, and with proper regard for their primary and constitutional rights as citizens, will be assured, and;

6. employees will be informed of their political rights and prohibited practices under the Hatch Act.

2. Posting of Vacancies

- a. All POA vacancies shall be publicly advertised for a minimum of ten (10) calendar days by the office manager or designee. Qualified Union applicants may be given initial consideration for the applied position; however, the most qualified applicant will be selected. (This section will not affect requirements set by the New Mexico Law Enforcement Academy).
- b. The position vacancy posting shall contain the classification of the position, the testing requirement for applicants, the minimum qualifications for the position, the FLSA and Union Status; the work location of the vacancy; a description of working conditions; a general description of the position; examples of work; the pay schedule of the position; the location where applications are to be filed; the opening and closing dates; and the time frames for accepting applications.

3. Filing

- a. All applications for positions in the Department shall be made on forms prescribed by the Human Resources Director. Such applications shall include information, which the Human Resources Director may deem necessary or is mandated by City, State and Federal law, regulations and guidelines. All applications shall be signed, dated and the truth of all statements contained therein certified by the applicant's signature.
- b. No question on any form or application shall be so worded as to elicit information concerning the sex, age, race, physical or mental handicap, national or ethnic origin, political or religious opinions or affiliation of any applicant except that information required to assist with equal employment opportunity efforts, nor shall inquiry be made concerning such origin, opinions or affiliation during any interview, and all such disclosures thereof shall be disregarded.

4. Examinations

- a. Examinations of applicants shall consist of testing devices that will establish and confirm the qualifications of applicants required by the class and/or the rank for which applicants are being examined.
- b. Examinations to measure the qualifications of candidates shall be conducted by the Human Resources Director and his/her staff, or by persons designated by the Human Resources Director to assist.

5. Character

- a. Testing for a position vacancy and/or higher rank in the Department may be accomplished by a combination of the following types of tests: written tests, training and experience, oral tests, assessment center, performance tests, or any other appropriate selection device. A minimum of two (2) types of tests shall be used.
- b. New tests will be developed in accordance with established professional techniques and relevant federal laws, regulations and guidelines with the intent of measuring critical or important knowledge, skills, abilities, job duties, work behaviors, or work necessary for successful job performance.
- c. No test shall be administered by the Department to an applicant candidate for employment without such test having been approved by the Human Resources Director.

6. Administration

- a. The Human Resources Director shall publish the dates and location of the scheduled test.
- b. The Human Resources Director may designate such proctors and oral examiners of recognized professional competence in the area to be tested as may be necessary for the proper administration of tests, may provide for their compensation, and may arrange for the use of facilities in which to administer the tests.
- c. Oral tests will be administered by oral examiners, appointed by the Human Resources Director, who do not hold any political office and who do not make the final hiring decisions at the Department level for the position in question. A testing specialist from the Human Resources Department will proctor all oral tests.

- d. The Human Resources Director shall assign an identification number to each examinee, and this number shall be used to identify all of an examinee's papers.
- e. If the conduct of any examinee is improper during any phase of a test, the proctor may remove such examinee from the test. Such conduct will be brought to the attention of the Human Resources Director who may bar the examinee from future tests. The Human Resources Director may require any examinee to retest if there is reason to believe the examinee has received prior knowledge of confidential information about the test content, has made false representations at the test administration, or whose conduct during test administration was such as to obtain an unfair advantage.

7. Scoring

- a. The Human Resources Director shall compute a final score using acceptable testing practices. Where a combination of testing procedures is used, failure on any part of the procedures may constitute failure for the entire test.
- b. The observed (raw) score shall be used to rank the candidates.

8. Notice of Results

Notification of test results shall be in writing and made within 30 calendar days of the test date.

9. Confidentiality

The Human Resources Director shall maintain the security of all tests. Written tests, oral test questions, performance tests, rating formulas or any related material that would compromise the content of a test shall be confidential, except as otherwise prescribed under the Federal Freedom of Information Act.

10. List of Eligibles

The Human Resources Director shall maintain an official roster of applicants eligible for appointment to a class and/or rank.

11. Establishment

A separate list of eligibles shall be established and maintained for each class and/or rank in the City.

12. Names

The names of applicants with passing test scores shall be placed on an appropriate list of eligibles. For promotional consideration, in rank order of final test scores achieved, and seniority of the employee in cases of tie scores.

13. Supplemental Registers

The Human Resources Director shall periodically make a review of existing lists of eligibles to determine whether there are an adequate number of applicants available to meet the needs of the Department. When it is determined by the Human Resources Director that the particular list of eligibles is inadequate or may become inadequate in a short period of time, the Human Resources Director shall order recruitment and testing for that class and/or rank.

14. Duration of Names

An applicant's name shall be retained on a list of eligibles for twelve (12) months from the date the applicant is placed on the list of eligibles.

15. Requests for Hire

Whenever a vacancy or an anticipated vacancy occurs in a position, or when a list of eligibles is twelve (12) months old, and the Department desires to fill the vacancy with a promotion, a request for a list of eligibles shall be submitted to the Human Resources Director on the prescribed forms, unless otherwise provided for by the Human Resources Director.

16. General

- a. Selection for appointment to a position in the Department shall be made from a list of eligibles.
- b. Upon selection by the Department, a recommendation will be made to the City Manager through the Human Resources Director to which the City Manager must concur before the selection is approved.

- c. Should the higher ranked applicant (s) not be selected, he/she will be given the reason(s) prior to the Department's recommendation to the City Manager and Human Resources Director, as to why he/she was not selected and the opportunity to meet with the Chief to discuss the non-selection. The Chief shall also provide the City Manager and Human Resources Director with the reasons why the higher ranked applicant(s) were not selected. The applicant (s) not selected are given the opportunity to present in writing relevant facts to the City Manager within forty-eight (48) hours after the notification of non-selection. The City Manager shall review the Chief's and the applicant's submission and shall make a finding of justifiable cause for the non-selection. Justifiable cause can include:
 1. Unsatisfactory work performance.
 2. Inability to perform duty due to mental, physical or emotional difficulties that are clinically documented and that directly affect the work performance of the individual.
 3. Lack of specialized knowledge for the position.

B. TEMPORARY VACANCIES

1. A job will be considered vacant when the employee holding the job has quit, is discharged, demoted, promoted, transferred to another department, or when it is a newly created job. All other vacancies shall be considered temporary.
2. Should the Employer choose to fill a temporary vacancy, notice of the temporary vacancy shall be posted on the Department Special Orders for ten (10) calendar days. Any employee desiring consideration for the temporary vacancy shall file a *Memorandum of Interest* within the posting period. *Memorandums of Interest* shall be submitted to the office of the Chief.
3. If more than one (1) qualified employee submits a *Memorandum of Interest*, the temporary vacancy will be filled by the employee that best meets the qualifications, skills, and abilities required by the vacant position, provided disciplinary records are otherwise equal.
4. Management may assign an employee to fill the vacant position during the posting or in the absence of any *Memorandums of Interest* by a qualified employee. Employees temporarily assigned or transferred to a lower-paid job in the Department or in a different department within the City, shall receive their regular rate of pay.

5. When a vacant position has been filled as a temporary vacancy for thirty (30) or more consecutive workdays, the employee filling the vacancy shall receive all pay and benefits pertaining to that job classification.
6. Notwithstanding any provision to the contrary, employees may be assigned or transferred temporarily for a period of time not to exceed six (6) months without a permanent vacancy being created as a result.

C. ASSIGNMENTS AND TRANSFERS

The Employer retains the right to assign, transfer, and retain employees in positions, including assignment of employees to specific positions and the determination of job content and/or job duties.

1. Notice of a vacant position shall be posted in the Department Special Orders for ten (10) calendar days. Any qualified employee desiring consideration for the position shall file a *Memorandum of Interest* within the posting period. *Memorandums of Interest* shall be submitted to the office of the Chief.
 - a. If an employee is away from work for an extended period of time (i.e. annual leave or training), the employee may submit a memorandum to the Chief expressing interest in a particular position or unit should a vacant position become available during the employee's absence. These memorandums shall include the date the employee will be away from work and the date the employee is expected to return to work, and shall only be valid between those specified dates.
 - b. If more than one (1) qualified employee submits a *Memorandum of Interest*, the vacant position may be filled by the employee that best meets the qualifications, skills and abilities required by the position, provided disciplinary records are otherwise equal, at the discretion of the Chief. If there are two equally qualified candidates, seniority will be used to break the tie.
 - c. If only one (1) qualified employee submits a *Memorandum of Interest*, but the Employer determines that his or her selection is not in the best interest of the Department (e.g. the employee is currently serving in a position where his or her talents are needed and cannot easily be replaced), the employer may select another qualified employee to fill the vacant position.
 - d. Nothing in this section shall prohibit the Employer from making disciplinary lateral transfers in accordance with Section 34 of this Agreement. The non-disciplined employee displaced by the disciplinary

transfer shall be given the first opportunity to return to his/her prior position when an opening becomes available.

- e. Nothing in this section shall prohibit a lateral transfer wherein both employees request in writing to switch positions stating the reasons for the requests and the request is approved through the chain of command with the Chief having the final approval.

Section 38 EDUCATIONAL INCENTIVE PAY

- A. The employer shall pay an educational incentive at the rate set forth below only for the highest level degree achieved by the employee:

Associates Degree	\$ 50.00 per month
Bachelor's Degree	\$ 100.00 per month
Master's Degree	\$ 150.00 per month

- B. To be eligible for educational incentive pay, an employee must:
 - 1. Have successfully completed his/her probationary period
 - 2. Have received a degree from a fully-accredited college or university verified by a certified official transcript

Section 39 STAFFING

Subject to the right of the Employer to set and determine the number of employees to be carried in each job classification, the Employer will meet and consider input from the Association prior to changes in staffing that decreases the number of union positions in an attempt to ensure that sufficient personnel and resources are available to allow employees to accomplish their duties in a timely and safe manner.

Section 40 LABOR MANAGEMENT COMMITTEE

The parties shall establish a Labor Management Committee (hereinafter referred to as "LMC") which shall be a standing committee for the duration of this Agreement. The LMC shall meet at least every other month at a mutually agreed upon time and place on paid status for all members. The Association and the Employer shall each appoint four members unless mutually agreed to the contrary. The LMC shall be free to address any topic of mutual interest or concern which affects working conditions of employees to include issues of health and safety. It is understood and agreed that while the parties shall not be restricted in the topics to be addressed other than set forth above, neither the discussions, nor the outcome thereof shall be considered or treated as constituting a binding agreement. This committee is not empowered to negotiate or resolve any

changes in the collective bargaining agreement or formal grievances, but if an agreement can be reached on an issue of mutual interest or concern, the LMC will give the information to the City and the Association, and if both agree, a Memorandum of Understanding can be implemented.

Section 41 CITY OF SANTA FE AND POLICE DEPARTMENT RULES AND REGULATIONS

- A. The Employer may amend or expand current rules and regulations which directly affect or may affect employees, provided provisions of this contract or any Memorandum of Understanding are not altered or affected. The Employer will provide a written or electronic copy of current or amended rules and regulations, or policies and procedures to each employee, within ten (10) calendar days of implementation.
- B. The Employer will provide the Association President with a written or electronic copy of proposed Employer rules, regulations, policies or amendments and will provide the Association with an opportunity to provide input in writing prior to implementation, unless the change is due to an emergency situation.

- 1. The Employer will provide training when deemed necessary.

Section 42 CONTRACT INCLUDES ENTIRE AGREEMENT

The parties understand that this Agreement is the only existing Agreement between the parties and replaces any and all previous Agreements. The Employer and the Association may upon mutual agreement and negotiation place in effect a Memorandum of Understanding (MOU), which may interpret or clarify the provisions of this contract. A Memorandum of Understanding may not be used to make a substantive change to this agreement. If the parties mutually desire to substantively change or add provisions to this agreement, then the parties will meet in negotiations and attempt to negotiate the amendment. Any amendment will be submitted to the membership for ratification and to the governing body for contract amendment approval. The Employer and Association agree to furnish each employee, at a shared cost, with a copy of an MOU or any contract amendments and each employee is responsible for becoming familiar with the MOU or contract amendment.

Section 43 SAVINGS CLAUSE

Should any part of this Agreement or any provision contained herein be declared invalid by any court, state board, or tribunal of competent jurisdiction, the validity of the remaining portions shall not be affected. Should this occur, the parties will immediately meet to negotiate a suitable provision or replace the provision held invalid.

Section 44 TERMS OF AGREEMENT

THIS AGREEMENT is to be effective on the date of signature, except where a different date is indicated within any specific provision of this agreement, and will expire June 30, 2025. However, the continuation of this Agreement, or any successor Agreement, is contingent upon the presence of express statutory authorization for public sector collective bargaining.

Any Agreement provision by the Employer and the Association that requires the expenditure of funds shall be contingent upon the specific appropriation for wages and benefits by the Governing Body and the availability of funds. Any article of this Agreement which is dependent upon the authorization and appropriation of funds by the Governing Body shall be a topic of collective bargaining in successive years.

Negotiations of sections for fiscal year 2022/2023, 2023/2024, 2024/2025 or a successor agreement agreed to by the parties shall begin following submission of written notice to the Employer by the Association no later than August 1st. Negotiations shall begin no later than August 15th unless otherwise agreed by the parties.

The Association recognizes that it may be necessary for the Employer to increase compensation in order to recruit and retain qualified police officers. Thus, during the term of this Agreement, the Employer and the Association, upon mutual agreement, may reopen any provision of this Agreement. In addition, each party reserves the right to reopen up to three (3) sections for subsequent negotiation years.

Section 16: Compensation, in its entirety, shall be subject of re-negotiation each successive year of this Agreement. Should an agreement to Section 16: Compensation not be reached prior to the commencement of the new fiscal year, those provisions outlined in Section 16: Compensation shall be continued at the previously agreed compensation rate until a new Agreement is reached by the parties and approved by the Governing Body.

APPENDIX A

AN ACT

RELATING TO LAW ENFORCEMENT; CREATING THE PEACE OFFICER'S EMPLOYER-EMPLOYEE RELATIONS ACT.

BE IT ENACTED BY LEGISLATURE OF THE STATE OF NEW MEXICO;

Section 1. SHORT TITLE.-- Sections 1 through 11 of this act may be cited as the "PEACE OFFICER's Employer-Employee Relations Act."

Section 2. FINDINGS AND PURPOSE. --

- A. The legislature finds and declares that effective law enforcement is dependent upon the maintenance of stable relations between PEACE officers and their employers. Moreover, the existence of stable relations between PEACE officers and their employers will enhance law enforcement services provided to the citizens of New Mexico.
- B. The purpose of the PEACE OFFICER's Employer-Employee Relations Act is to prescribe certain rights for PEACE officers, particularly when they are placed under investigation by their employer.
- C. Provisions of this act only apply to administrative actions and shall not apply to criminal investigations of a PEACE OFFICER except as provided in Section 8 of this act.

Section 3. DEFINITION. -- As used in the PEACE OFFICER's Employer-Employee Relations Act, "PEACE OFFICER" or "OFFICER" means any employee of a police or sheriff's department that is part of or administered by the state or any political subdivision of the state who is responsible for the prevention and detection of crime and the enforcement of the penal, traffic or highway laws of the state.

Section 4. INVESTIGATIONS OF PEACE OFFICERS--REQUIREMENTS--When any PEACE OFFICER is under investigation by his employer for alleged actions that could result in administrative sanctions being levied against the OFFICER, the following requirements shall be adhered to:

- A. Any interrogation of an OFFICER shall be conducted when the OFFICER is on duty or during his normal working hours, unless the urgency of the investigation requires otherwise;
- B. Any interrogation of an OFFICER shall be conducted at the employer's facility, unless the urgency of the investigation requires otherwise;
- C. Prior to commencement of any interrogation session:
 - (1) an OFFICER shall be informed of the name and rank of the person in charge of the interrogation and all other persons who will be present during the interrogation;

- (2) an OFFICER shall be informed of the nature of the investigation, and the names of all known complainants shall be disclosed to the OFFICER unless the chief administrator of the OFFICER's employer determines that the identification of the complainant shall not be disclosed because it is necessary for the protection of an informant or because disclosure would jeopardize or compromise the integrity of security of the investigation; and
 - (3) a reasonable attempt shall be made to notify the OFFICER's commanding OFFICER of the pending interrogation;
- D. During the interrogation session, the following requirements shall be adhered to:
- (1) each interrogation session shall not exceed two hours unless the parties mutually consent to continuation of the session;
 - (2) there shall not be more than two interrogation sessions within a twenty-four hour period, unless the parties mutually consent to additional sessions, provided that there shall be at least a one-hour rest period between the sessions;
 - (3) the combined duration of an OFFICER's work shift and an interrogation session shall not exceed fourteen hours within a twenty-four hour period, unless the urgency of the investigation requires otherwise;
 - (4) there shall not be more than two interrogators at any given time;
 - (5) an OFFICER shall be allowed to attend to physical necessities as they occur in the course of an interrogation session; and
 - (6) an OFFICER shall not be subjected to offensive language or illegal coercion by his interrogator in the course of an interrogation session;
- E. Any interrogation of an OFFICER shall be recorded, either mechanically or by a stenographer, and the complete interrogation shall be published as a transcript; provided that any recesses called during the interrogation shall be noted in the transcript; and
- F. Any accurate copy of the transcript or tape shall be provided to OFFICER, upon his written request, no later than fifteen working days after the investigation has been completed.

Section 5. POLYGRAPH EXAMINATIONS.--After reviewing all the information collected in the course of an investigation of a PEACE OFFICER, the chief administrator of the OFFICER's employer may order the OFFICER to submit to a polygraph examination administered by a licensed polygraph examiner, provided that:

- A. All other reasonable investigative means have been exhausted; and
- B. The OFFICER has been advised of the administrator's reasons for ordering the polygraph examination.

Section 6. INVESTIGATION OF ADMINISTRATIVE MATTERS.-- When any PEACE OFFICER is under investigation for an administrative matter, the OFFICER shall be permitted to

produce any relevant documents, witnesses or other evidence to support his case he may cross-examine any adverse witnesses during any grievance process or appeal involving disciplinary action.

Section 7. PERSONNEL FILES.--

- A. No document containing comments adverse to a PEACE OFFICER shall be entered into his Personnel file unless the OFFICER has read and signed the document. When an OFFICER refuses to sign a document containing comments adverse to him, the document may be entered into an OFFICER's Personnel file if;
 - (1) The OFFICER's refusal to sign is noted on the document by the chief administrator of the OFFICER's employer; and
 - (2) the notation regarding the OFFICER's refusal to sign the document is witnessed by a third party.
- B. A PEACE OFFICER may file a written response to any document containing adverse comments entered into his Personnel file and the response shall be filed with the OFFICER's employer within thirty days after the document was entered into the OFFICER's Personnel file. A PEACE OFFICER's written response shall be attached to the document.

Section 8. CONSTITUTIONAL RIGHTS--NOTIFICATION.--When any PEACE OFFICER is under administrative investigation, he shall be immediately notified of the investigation and shall be afforded all the protections set forth in the bill of rights of the United States and New Mexico constitutions.

Section 9. FORCED DISCLOSURE OF FINANCIAL STATUS PROHIBITED.--A PEACE OFFICER shall not be required by his police or sheriff's department employer to disclose information regarding his financial status, unless all other reasonable investigative means have been exhausted or except as otherwise required by law.

Section 10. POLITICAL ACTIVITY.--

- A. A PEACE OFFICER shall not be prohibited by his police or sheriff's department employer from engaging in any political activity when the OFFICER is off duty, except as otherwise required by law.
- B. Notwithstanding the provisions of Subsection A of this section, any PEACE OFFICER employed by the New Mexico state police department shall be governed by the provisions of regulations adopted by the department regarding political activity.

Section 11. EXERCISE OF RIGHTS -- A PEACE OFFICER shall not be subjected to any retaliation by his employer due to the OFFICER's lawful exercise of his rights under the PEACE OFFICER's Employer-Employee Relations Act.

Section 12. EFFECTIVE DATE--The effective date of the provisions of this act is July 1, 1991.

APPENDIX B

Car Plan

- I. Officer Assigned Vehicle Program:
 - A. Participation in this program shall be totally voluntary on the part of the officer. However, the right to deny participation in this program for just cause is reserved to the Chief.
 - B. An officer may be denied participation in the program regardless of his/her assignment if, in the judgment of the Chief, the officer's duties and responsibilities will not justify the assignment of a vehicle.
 - C. Officers volunteering to participate in this program agree to abide by all rules and regulations governing this program.
 - D. This program will be reviewed and may be modified at the discretion of the Chief. If, in the opinion of the Chief, the vehicle program for the Department, as covered by this agreement, proves unworkable in practice, the Chief shall have the option of revising or terminating the Agreement upon one-hundred twenty (120) days written notice of intent to the Association, and the Employer will meet and attempt to solve problems relating to the program; otherwise, said notice shall be final.
- II. General Regulations:
 - A. No one other than a sworn Santa Fe Police Officer will be permitted to drive a police vehicle. Officers will not presume any special privileges with a City vehicle while off-duty. As an example, an officer living in an apartment complex will park the vehicle in the designated area at all times, not in a reserved or no parking area.
 - B. Non-sworn employees (i.e.) Animal Services; Public Safety Aides; Crime Scene Technicians; and Property-Fleet Manager, will be permitted to drive an assigned vehicle, and may have their assigned vehicle privilege suspended/revoked for just cause. Non-sworn employees will not presume any special privileges with a City vehicle while off-duty. As an example, a non-sworn employee living in an apartment complex will park the vehicle in the designated area at all times, not in a reserved or no parking area. This agreement will not prevent the chief from assigning a vehicle to any other non-sworn employee.
 - C. Unattended vehicles of off-duty officers or non-sworn employees must be locked at all times.

- D. Officers or non-sworn employees will not operate an assigned vehicle within less than eight hours after consuming any alcoholic beverages.
- E. No officer participating in the Officer Assigned Vehicle Program will be authorized to transport any passenger except under the following conditions:
 - 1. Approved Ride-Along.
 - 2. Children for day care only when an emergency arises, and a supervisor is notified.
- F. The Department vehicle will not be utilized for carrying heavy or excessive loads, and will not have objects protruding from the trunk or windows.
- G. During vacations of five consecutive days or more when the officer or non-sworn employee will be out of their approved take home recorded address, or when an officer or non-sworn employee is on sick leave, or injury time for five days or more, the City vehicle will be turned in at the police department and or designated area, locked up, and will not be used except in an emergency. The officer or non-sworn employee will be reassigned the vehicle upon return to the City, or return to normal duty. The vehicle may, at the Commander's discretion, be parked at a designated official; City of Santa Fe facility instead of the police department.
- H. In the event any officer is placed on light duty status they:
 - 1. Shall not be allowed to drive a marked unit.
 - 2. Will turn in the marked unit.
 - 3. May be issued an unmarked unit until such time as he/she is back to full duty, subject to availability of an unmarked unit.

III. Vehicle Operation Regulations:

- A. Officers and non-sworn employees will not utilize vehicles more than fifty-five (55) radius miles from the City of Santa Fe municipal limits, except on official business.
- B. All officers or non-sworn employees assigned a City Vehicle will exercise good judgment and will not operate the vehicle in a manner so as to generate unfavorable comment, or reflect discredit on the Department.
- C. Officers, while off-duty and operating a City vehicle, will be appropriately attired and have in his/her possession badge, ID, and sidearm to effectively perform a police function while, at the same time, presenting a favorable image. Officers

will wear (slacks or jeans) and a shirt while operating the vehicle; cut-offs, shorts, t-shirts and tank tops will be considered inappropriate attire.

- D. Officers and non-sworn employees shall be allotted a set amount of fuel per week for their assigned police vehicle(s) in accordance with the below listed table. Officers and non-sworn employees shall be responsible for assuring their assigned vehicle has a sufficient amount of fuel to perform their job duties, to include routine patrol.

<u>Personnel</u>	<u>Gallons per Vehicle per Week</u>
Sworn Personnel – Uniformed (Patrol, Traffic)	40 gallons
Sworn Personnel - Plain Clothes (to include Under Cover (UC) Vehicles)	30 gallons
Sworn Personnel – Administrative (Training, Crime Prevention, Recruiting)	25 gallons
Civilian Personnel – Uniformed (Animal Services)	40 gallons
Civilian Personnel – Uniformed (Public Safety Aides)	30 gallons
Civilian Personnel - Plain Clothes (Crime Scene Technicians; Fleet Manager)	20 gallons

The allotted amount of fuel shall not be cumulative nor shall any past week’s balance carry over to the following week’s allotment. Officers assigned to official Department or City business, such as training or meetings outside the city limits or outside the state shall be exempt from the fuel allotment for that particular incident and/or event. Higher fuel consumption due to special circumstances will be considered an exception to the designated allotment.

- E. An officer using the City vehicle, while off-duty will not be required to go in and out of service but if he/she is near a priority one call, he/she must advise the dispatcher.
- F. The safety of passengers rests solely with the officers operating the City vehicle.
- G. Emergency runs will not be made while the vehicle is occupied by passengers other than Department members, except for Department approved Ride-Alongs.

- H. When responding to calls for service while off-duty, the officer may be required to handle the call in order to best preserve and handle evidence and maintain continuity. In such cases, the officer shall be compensated with overtime pay consistent with Department regulations and the Association Agreement.
- I. Officers are responsible for enforcing traffic laws while operating a marked patrol unit off-duty; this is intended to be for flagrant, dangerous violations.

IV. Maintenance Regulations:

- A. The officer and non-sworn employees assigned to a City vehicle shall be fully responsible for seeing that the general maintenance and proper care of the vehicle is performed (The Employer shall perform and pay for the maintenance), and shall refrain from:
 - 1. Making anything but minor adjustments
 - 2. Altering the body, general design, appearance, markings, mechanical, or electrical systems. The addition or modifications of light to a vehicle will require prior approval from the Chief of Police. This section also prohibits the addition of bumper stickers or license plates that promote a commercial enterprise or that present a theme which may be controversial among varying segments of the community.
 - 3. Making any repairs, or having any repairs made to the vehicle, other than at the authorized Department garage
 - 4. Using fuel, oil, lubricant, or other liquid additives in the vehicle, other than those issued at authorized motor pool fuel depots
 - 5. The Employer assumes no financial responsibility for stolen, damaged or lost personal electronic devices, purchased and/or installed by the employee.
- B. Officers and non-sworn employees will be responsible for the appearance and cleanliness of their vehicles, both interior and exterior.
- C. Officers and non-sworn employees will wash the vehicle at their own expense and wax it at least once every six months.
- D. Officers and non-sworn employees will change flats, when on-duty or off-duty. Repairs to the tires will be made by the authorized city warehouse employee(s). The flat tire will be delivered to the warehouse.

- E. Officers and non-sworn employees will be required to have all maintenance and service work done on their assigned vehicle. A work order must be submitted for all maintenance, repairs and service work.
- F. All vehicles will be inspected bi-monthly by the immediate supervisor of the vehicle operator. The inspection shall include:
 - 1. Cleanliness -- interior and exterior
 - 2. Maintenance -- performed at the proper interval
 - 3. Equipment – Inventoried and in good working order

Random audit inspections will be conducted by the Captains and/or above as deemed necessary by the Chief or designee. Inspections will be administered on a scientifically random number selection basis.

- G. Officers and non-sworn employees shall, at all times, drive the vehicle with reasonable prudence in order to maintain it at the highest degree of operating efficiency.
- H. Negligence, on the part of the officer or non-sworn employees, in the care and operation of the vehicle, or failure to follow these procedures, may be cause for the vehicle to be taken away from an officer or non-sworn employees.
 - 1. Take-home car privileges may be revoked for up to 30 days upon a first infraction of any of these rules governing the plan and up to 180 days for any subsequent infraction. Unit Commanders may request an extension of these time periods for serious infractions. Officers or non-sworn employees will be notified by letter of the suspension of their take-home privileges.
- I. All suspensions of car privileges under this provision must be approved by the Chief prior to the suspension being enforced. Any administrative action resulting in more than the suspension of the take home car privilege is subject to the provision delineated in Section 34 of this agreement. Any documentation of revocation of take home car privileges not combined with a disciplinary action will be maintained by the office of the Chief; however, such documentation will not be added to an employee's personnel file. The take home car plan is a privilege not a right and may be revoked at the sole discretion of the Chief.
- J. If it becomes necessary for a permanently assigned City vehicle to be out of service for extended repairs, the officer may be assigned a loaner vehicle for use if there is a sufficient number of loaner vehicles available.

APPENDIX C

**CITY OF SANTA FE
RESOLUTION NO. 1988-11
INTRODUCED BY:
A RESOLUTION**

SUPERSEDING RESOLUTION NO. 1987-41; ESTABLISHING A WORKERS COMPENSATION POLICY FOR CITY EMPLOYEES

WHEREAS, each municipality employing workers shall become liable to, and shall pay to and shall pay to any such worker injured by accident arising out of and in the course of employment, and, in case of death being occasioned thereby, to such person as may be appointed by the court to receive the same for the benefit of dependants, compensation in the manner and amount at the times herein required...., and

WHEREAS, the purpose of the workers compensation legislation is to provide a humanitarian and economical system of compensation for injured worker; and

WHEREAS, it is in the intent of the City of Santa Fe not only to comply with state statutes, but also to ensure that employees who sustain an accidental injury arising out of and in the course and scope of their employment with the City are provided an impartial and equitable system of compensation for said injury; and

Whereas, it is further the intent of the City of Santa Fe that whenever possible employees be encouraged to work toward their recovery and the City advocates "limited" or "light duty" for recovering employees.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA FE that:

Section 1. The first seven days of absence following an employee's accidental injury arising out of and in the course of the employee's employment with the City be considered "injury leave" to be paid out of the appropriate department's budget with all the usual deductions made; and

Section 2. After the first seven days of injury, the employee will be continued on injury leave at full salary up to but no exceeding six months (180 days).

Section 3. During this period of time mentioned in Section 2, infra, the employee will be allowed to accrue sick leave and annual leave at the normal rate and PERA contributions will be matched "dollar for dollar" while the employee is on injury leave so that full PERA credit would continue.

Section 4. If the employee will be out more than six months he/she can petition the Worker's Compensation Claims Review Committee who will, on a case-by-case basis, review each case and, if compensation is to be continued, establish compensation at the rates of Worker's Compensation.

Section 5. During the period mentioned in Section 4, infra, the employee will be allowed to accrue sick leave and annual leave at a pro-rated basis. PERA will also be paid on a pro-rated basis.

Section 6. The employee is encouraged whenever possible to return to "light" or "limited duty" as an incentive toward rehabilitation.

PASSED, APPROVED AND ADOPTED this 24th day of February, 1988

APPENDIX D

DRUG AND ALCOHOL TESTING POLICY FOR THE CITY OF SANTA FE POLICE DEPARTMENT

SECTION 1. POLICY

It is the goal and policy of the City of Santa Fe ("City") and the Santa Fe Police Officers Association ("SFPOA") for the employees of the Police Department to maintain a drug and alcohol free work environment through the use of a reasonable employee drug and alcohol testing program. The following reasons support this Policy:

- A. **PUBLIC SAFETY:** Public safety and policing are responsibilities that have dangers not present in other governmental functions. These dangers include the potential and actual use of firearms and other weapons; the use of force including the possible use of deadly force; the operation of emergency vehicles; the prevention of escape; the keeping of order and the enforcement of rules of conduct; and similar responsibilities. These responsibilities have inherent dangers not present in most other governmental functions. An agency charged with these kinds of responsibilities cannot tolerate any kind of conduct on the part of employees which would impair their judgment or skills and thus create an unreasonable risk of harm to the public and other employees.
- B. **PUBLIC TRUST AND INTEGRITY:** The public has the right to demand that those who are charged with enforcing the law obey the law. Since the use of controlled substances (hereinafter simply "drugs") violates the law, public trust is compromised when those who enforce the law violate the law. Courts have repeatedly said that there is no other government agency in which the public must have more confidence than its public safety and correctional agencies.
- C. **WITNESS IMPEACHMENT:** Often the most important weapon in the criminal justice arsenal is the word of an employee or officer. An employee who engages in conduct which violates the law potentially places his or her credibility on the line. If an employee has used drugs in violation of the law, it may cast a fatal shadow over the employee's judgment and performance when they are issues in court.
- D. **EMPLOYEE MORALE/SAFETY:** Employees must be able to depend on their co-workers being reliable, effective, alert, and co-operative. Employees must work together in sometimes very close quarters and in tense situations with great potential for harm to the public, prisoners and other employees. Conduct on the part of employees, which impairs their ability to perform their duties places the safety of their co-workers in jeopardy. It may also have a bad effect on the morale of other employees because of a lack of trust in those who use controlled substances. Such conduct interferes with the mission and responsibilities of the Police Department.

- E. **LOSS OF PRODUCTIVITY:** The abuse of drugs and/or alcohol may lead to poor performance and increased rates of absenteeism. It also increases the risk of on the job injuries with the resultant increase in workers' compensation and other related costs.

SECTION 2. PURPOSE

The purpose of this Policy is to offer guidelines to ensure an employee's drug-free status as a condition of employment and to provide procedures for drug/alcohol testing.

SECTION 3. DEFINITIONS

ALCOHOL means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol's including methyl and isopropyl alcohol.

APPLICANT is an individual who is seeking to be employed in a position with the Police Department.

CONTROLLED SUBSTANCE is marijuana, cocaine, opiates, amphetamines, phencyclidine, and Anabolic-Androgenic Steroid.

DRUG TEST is a urinalysis test to detect drugs administered under approved medical conditions and procedures.

DRUG ALCOHOL PROGRAM MANAGER is a city employee responsible for administering the drug and alcohol-testing program.

EMPLOYEE refers to any individual employed by the City of Santa Fe Police Department regardless of probationary status, union status, position, or rank.

MEDICAL REVIEW OFFICER (MRO) means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the City's drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's positive test result together with the individual's medical history and any other relevant biomedical information.

SAFETY SENSITIVE EMPLOYEE means an employee who performs the duties of a safety-sensitive position as identified in this policy.

SAFETY SENSITIVE POSITION means a position which requires the employee to perform duties which impact the safety of the public and which expose the employee to hazardous conditions and requires responsibility for the physical safety of others. The City of Santa Fe has identified the following positions to be Safety Sensitive:

1. All commissioned police officers, regardless of rank
2. Public Safety Aides

SUBSTANCE ABUSE PROFESSIONAL is a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance related disorders.

VERIFIED NEGATIVE TEST means a drug/alcohol test result reviewed by a medical review officer and determined not to contain alcohol or prohibited drugs or their metabolites above the cutoff standards established for laboratories approved to conduct Department of Transportation (“D.O.T.”) testing.

VERIFIED POSITIVE TEST means a drug/alcohol test result reviewed by a medical review officer and determined to contain alcohol or prohibited drugs or their metabolites above the cutoff standards established for laboratories approved to conduct D.O.T. testing.

SECTION 4. PROHIBITIONS AND RESPONSIBILITIES

A. Each employee covered by this Policy is:

1. Prohibited from possessing, selling, purchasing, manufacturing or transferring any controlled substance in violation of city, state or federal law, whether on or off duty.
2. Prohibited from any use of any controlled substance in violation of city, state or federal law, whether on or off duty.
3. Prohibited from consuming or possessing alcoholic beverages on duty, except where its use is required and documented pursuant to a case plan and the standard operating procedures.
4. Prohibited from consuming alcoholic beverages while operating a city vehicle or four hours (4) prior to operating such vehicle.
5. Prohibited from the consumption of alcohol within four (4) hours of the employee's scheduled time to report to work, or within eight (8) hours following an accident or until the employee takes a post-accident alcohol and/or drug test, whichever occurs first.
6. Required to submit to reasonable suspicion alcohol and/or drug testing when directed by the City of Santa Fe; and prohibited from tampering or attempting to tamper with such alcohol and/or drug test.

B. Each employee, under this Policy:

1. Shall be responsible for informing his/her supervisor when being prescribed medication that may impair on-the-job performance or affect their ability to perform work duties safely and efficiently.
2. Shall use medically authorized drugs or over the counter medications in a manner which will not impair on-the-job performance or affect their ability to perform work duties safely and efficiently. Employees may be required to provide proof of lawful prescription.
3. Shall promptly report to his/her supervisor whenever he/she observes or has knowledge of another employee who poses a hazard to the safety and welfare of others.
4. May be temporarily re-assigned to other duties during the time he/she is required to take prescribed medication which has the potential to impair on-the-job performance or affect their ability to perform work duties safely and efficiently.
5. Any employee who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his or her supervisor so that appropriate medical steps may be taken to ensure the officer's health and safety. *A Supervisor's First Report of Accident* shall be completed within 24 hours of the incident.

SECTION 5. EDUCATION

Every employee will receive a copy of this Policy, and will receive a minimum of sixty (60) minutes of training regarding this Policy and the effects of prohibited drug use and alcohol misuse that impacts an individual's biological, emotional, and psychosocial well being. The effects of misuse can be seen in an individual's work performance, attitude and social interaction. Training shall be provided to each employee within 60 days of adoption of this Policy for current employees, and within 60 days of a new employee's date of hire.

All supervisory personnel responsible for determining whether reasonable suspicion exists to require an employee to undergo alcohol and/or drug testing will also receive a minimum of one hundred and twenty (120) minutes of training on the physical, behavioral, speech, and performance indicators, of probable prohibited drug use and alcohol misuse.

SECTION 6. SUBSTANCES TESTED

A. Alcohol

Employees subject to alcohol testing will have a sample of their breath tested for the presence of the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohol including methyl or isopropyl alcohol. A breath alcohol level of 0.04 or greater constitutes a positive test result. A confirmation test will be given if an employee's initial breath alcohol test level exceeds 0.04.

Any refusal to submit to an alcohol test, and all positive alcohol tests, will be reported immediately by the testing facility to the City of Santa Fe Drug and Alcohol Program Administrator.

B. Drugs

Employees subject to drug testing will have a sample of their urine tested for the presence of six (6) drugs, as follows:

1. Marijuana
2. Cocaine
3. Opiates
4. Amphétamines
5. Phencyclidine
6. Anabolic-Androgenic Steroid

All drug tests will be reported by the testing laboratory to a medical review officer (MRO) who will evaluate the results. After evaluation and interpretation, all verified positive test results will be reported by the MRO to the employee and to the City of Santa Fe Drug and Alcohol Program Administrator. Any refusal to submit to a drug test will be immediately reported by the collection site to the City of Santa Fe Drug and Alcohol Program Administrator.

With respect to verified positive drug tests, employees will be notified by the MRO that they have seventy-two (72) hours following this notification in which they can request, at their own expense, that split urine specimen be tested by another Department of Health and Human Services (DHHS) certified testing laboratory. In the event that the split sample test is negative, the employee will be reimbursed for the test.

Failure to request testing of the split specimen within seventy-two (72) hours of being notified of a positive test by the MRO will result in the test results from the original specimen being accepted as the final test results.

SECTION 7. TYPES OF TESTING

The following tests will be required of all employees in accordance with the alcohol and drug testing procedures set forth in this Policy:

- A. Pre-employment tests
- B. Post-accident tests
- C. Random tests
- D. Reasonable suspicion tests
- E. Return to duty/Follow-up tests

SECTION 8. ALCOHOL AND DRUG TESTING PROCEDURES

This Policy incorporates the following federal regulations for alcohol and drug testing procedures required for transportation workplace drug testing programs:

49 CFR PART 40

Subpart A

40.3 Definitions

Subpart B – Drug Testing

40.21 The drugs.

40.23 Preparation for testing.

40.25 Specimen collection procedures.

40.27 Laboratory Human Resources.

40.29 Laboratory analysis procedures.

40.31 Quality assurance and quality control.

40.33 Reporting and review of results.

40.35 Protection of employee records.

40.37 Individual access to test and laboratory certification results.

40.39 Use of DHHS – certified laboratories.

Subpart C – Alcohol Testing

40.51 The breath alcohol technician.

40.53 Devices to be used for breath alcohol tests.

40.55 Quality assurance plans for EBT's.

40.57 Locations for breath alcohol testing.

40.59 The breath alcohol testing form and log book.

40.61 Preparation for breath alcohol testing.

40.63 Procedures for screening tests.

40.65 Procedures for confirmations tests.

40.67 Refusal to test and uncompleted tests.

40.69 Inability to provide and adequate amount of breath.

40.79 Invalid tests.

40.81 Availability and disclosure of alcohol testing information about individual employees.

40.83 Maintenance and disclosure of records concerning EBTs and BATs.

It is the intent of this Policy that Police Department employees subjected to testing will be provided with the same **testing procedures**, safeguards, confidentiality, chain of custody provisions and integrity of the testing process provided to transit employees pursuant to the federal regulations.

SECTION 9. PRE-EMPLOYMENT TESTING

- A. Applicants selected for hire will be required to undergo pre-employment testing. Applicants will be informed that they are subject to pre-employment drug testing at the time they apply for a position. Once a conditional job offer is made, the applicant shall have a urine sample collected and tested for evidence of the substances listed in Section 6. The time, date and location of the physical examination and drug test will be announced in advance of the test. Applicants for or employees transferred into specialized units, which require the safety sensitive employee to have direct involvement in drug interdiction, will also be subjected to drug testing prior to joining the unit.
- B. Disqualification from Employment
 - 1. Applicants for initial hire will be disqualified from employment if they:
 - a. fail to appear for the physical examination and urine collection on the designated day unless excused by the City for good and verifiable cause; or
 - b. refuse to provide a urine sample; or
 - c. attempt to alter, taint or otherwise provide a false sample; or
 - d. test positive for the presence of one of the substances listed in Section 6.

SECTION 10. POST-ACCIDENT TESTING

All employees in safety-sensitive positions as identified in this policy will be subject to post-accident alcohol and drug testing in accordance with the City's alcohol and drug testing procedures.

- A. A City of Santa Fe safety representative, supervisor or other qualified person shall be responsible for making a determination whether a post-accident drug and alcohol test is required at the time any covered employee is involved in an accident where a fatality or serious injury has occurred.
- B. The City of Santa Fe will also test any safety-sensitive employees whose performance could have contributed to the accident.
- C. Employees required to submit to post-accident drug and alcohol testing will be tested as soon as possible (in all cases drug tests shall be conducted within thirty- two (32) hours following the accident and alcohol tests shall be conducted within eight (8) hours of the accident).
- D. An employee required to submit to a post-accident drug and alcohol test will be transported by the City to the collection site and will be required to sign a medical

authorization for an administrative alcohol and drug test. The employee must provide a urine and breath sample unless it is determined by medical personnel present that the employee is medically unable to provide the required samples. Following the test, the employee will be relieved of duty with pay pending the City's receipt of the results of the tests from the MRO.

- E. It is the City of Santa Fe's policy that employees who are required to submit to a post accident drug and alcohol test will be subject to discipline in accordance with Section 16 of this policy if they:
 - 1. refuse to sign a medical authorization for an administrative alcohol and drug test or refuse to provide a breath and/or urine sample (such a refusal shall constitute a verified positive drug and/or alcohol test result); or
 - 2. attempt to alter, taint, or otherwise provide a false sample; or
 - 3. test positive for the presence of one or more of the substances listed in Section 6 of this policy.

- F. Safety sensitive employees must be readily available for post-accident testing. If an employee fails to remain readily available, e.g., notifying supervisor where employee can be located if employee leaves scene of the accident prior to submitting to testing, the employee will be deemed to have refused to submit to testing which shall constitute a verified positive drug and/or alcohol test result. The requirement to immediately report for post-accident testing is stayed while an employee assists in resolution of an accident or receives medical attention following an accident. In such cases, the employee shall report for post-accident testing immediately after the employee completes provision of necessary post-accident assistance or after necessary medical attention is provided.

SECTION 11. VOLUNTARY TESTING

The City shall provide any employee an opportunity to voluntarily submit to a drug and/or alcohol screening test, at the City's expense, immediately following any incident, which may result in allegations of misconduct against the employee (s) or the department.

SECTION 12. RANDOM TESTING

- A. The City of Santa Fe will maintain a list of all employees in safety sensitive positions in the Police Department. During each calendar year, alcohol and/or drug tests will be administered to these employees on a scientifically random number selection basis. Under the random selection process each employee will have an equal chance of being selected for testing based on neutral criterion such as social security numbers. This process means that alcohol and drug tests are unannounced. Selected employees are required to report immediately for testing after notification of selection. The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year. All employees will remain in the random pool

even after being selected for testing. Thus, it is possible for an employee to be selected for testing more than once within a given time period.

1. Selected employees who are off duty or on regularly scheduled days off shall be notified of their selection upon their return to work and are required to report immediately for testing after notification of selection.
- B. At least 50% of the total number of safety sensitive employees shall annually be randomly tested for drugs, and at least 10% of the total number of safety sensitive employees shall annually be randomly tested for alcohol.
- C. Safety sensitive employees in the following specialized units will be included in a separate pool for random selection in addition to the pool described in Paragraph A above:
1. all safety sensitive employees of the Special Operations and K9 units.
 2. all safety sensitive employees assigned to the Narcotics unit or "Region 3 Drug Task Force."
 3. safety sensitive employees of any other unit whose function is the detection and interdiction of illegal drugs.

At least 50% of the total number of safety sensitive employees in this pool shall be randomly tested for drugs on a quarterly basis.

- D. Employees selected for random alcohol and/or drug tests will be provided with transportation and will immediately report to the collection site where they will be required to provide a breath and/or urine sample.
- E. It is the City of Santa Fe's policy that employees will be subject to discipline in accordance with Section 16 of the Policy if they:
1. do not appear and complete a random drug and/or alcohol test immediately following notification to appear for such tests, refuse to sign a medical authorization for an administrative alcohol and drug test or refuse to provide a breath and/or urine sample (such a refusal shall constitute a verified positive drug and/or alcohol test result); or
 2. attempt to alter, taint, or otherwise provide a false sample; or
 3. test positive for the presence of one or more of the substances listed in Section 6 of this policy.

SECTION 13. REASONABLE SUSPICION TESTING

- A. All employees may be required to submit to a reasonable suspicion alcohol and/or drug test.
- B. Employees who are reasonably suspected by a supervisor of violating this Policy will be required to submit to an alcohol and/or drug test in accordance with this Policy. A trained supervisor who makes a determination that a test is required will complete a form indicating the grounds for such determination. Reasonable suspicion must be based on a belief by a trained supervisor that an employee is using or has used drugs or alcohol in violation of this Policy and is drawn from specific objective and articulated facts and reasonable inferences drawn from those facts in light of experience, and may be based upon, among other things:
 - 1. observable phenomena, such as direct observation of alcohol or drug use and/or the physical symptoms or manifestations of being under the influence of alcohol or a drug such as appearance, speech or body odors;
 - 2. abnormal conduct or erratic behaviors while at work, excessive absenteeism, tardiness, or deterioration in work performance;
 - 3. an arrest for drug related charges.
- C. An employee who is required to submit to an alcohol and/or drug test under this section must sign a medical authorization for an administrative alcohol and drug test.
- D. Employees will be transported by the City to the collection site and will be required to provide a breath and/or urine sample. Following completion of the test, employees will be transported home and relieved of duty with pay pending the City's receipt of the results of the test from the MRO.
- E. It is the City of Santa Fe's policy that employees will be subject to discipline in accordance with Section 16 of this Policy if they:
 - 1. refuse to sign a medical authorization for an administrative alcohol and drug test or refuse to provide a urine and/or breath sample (which refusal shall constitute a verified positive drug and/or alcohol test result); or
 - 2. attempt to alter, taint, or otherwise provide a false sample; or
 - 3. test positive for the presence of one or more of the substances listed in Section 6 of this Policy.

SECTION 14. RETURN TO WORK TESTING

Employees who self-referral, in accordance with Section 18 of this Policy, prior to returning to work, will be required to take a return to duty alcohol and/or drug test with a verified negative result in accordance with this Policy.

SECTION 15. FOLLOW-UP TESTING

Employees who self-referral, in accordance with Section 16 and 18 of this Policy, upon return to work, shall be subject to a minimum of six (6) unannounced drug and/or alcohol follow up tests during the first twelve (12) months following the employee's return to work, and further testing as recommended by the substance abuse professional for up to a maximum of sixty (60) months.

SECTION 16. CONSEQUENCES OF THE MISUSE OF DRUGS AND ALOCHOL

Any employee testing positive for any of the drugs specified in Section 6(B) of this Policy, or who has a breath alcohol concentration of 0.04 or greater, will be immediately removed from his/her position and placed on leave with pay status pending disciplinary action. Employees testing positive will be provided with information from the City's employee assistance program (EAP) regarding alcohol and/or substance abuse and the names, addresses and telephone numbers of substance abuse professionals and counseling and treatment programs. The City will have no responsibility to pay for any necessary treatment on the part of the employee.

A. Consequences of a Positive Drug or Alcohol Test

1. Any job applicant who tests positive for drugs will not be hired.
2. Conditional Retention

If an employee, before selection for drug or alcohol testing, voluntarily admits that he/she is using drugs or has a problem with alcohol and is not otherwise subject to termination under Section 16(A)(3) of this Policy, will be offered conditional retention of employment if the employee:

- (a) submits to an evaluation by a substance abuse professional approved by the City's EAP; and
- (b) signs a conditional retention of employment agreement; and
- (c) is determined by a substance abuse professional to require assistance in resolving problems associated with drug abuse and/or alcohol misuse (the employee must agree to attend a City of Santa Fe approved treatment program and sign a monitoring agreement with the City's EAP to ensure successful completion of the treatment program specified by the substance abuse professional); and

- (d) upon release to return to work by the substance abuse professional, is subject to a return to duty drug and/or alcohol test and follow-up tests.

The employee who is conditionally retained must fully comply with the conditions of retention of employment, including successful completion of the treatment program specified by the substance abuse professional. Upon notification of self-referral the employee will be relieved of his duties until released to return to work by the substance abuse professional. The employee may utilize any accrued comp time, annual and sick leave, and authorized leave under the Family Medical Leave Act (“FMLA”) until exhausted to cover the necessary leave.

3. Termination

Employees will be terminated with due process if the employee:

- (a) uses, possesses, sells, purchases, manufactures or transfers any controlled substances in violation of city, state or federal law, whether on or off duty, or consumes or is in possession of alcohol on duty (and such consumption or possession is not authorized per Section 4(A)(3)).
- (b) consumes alcoholic beverages while operating a city vehicle; or four hours (4) prior to operating such vehicle; or within four (4) hours of the employee’s scheduled time to report to work; or within eight (8) hours following an accident involving a city vehicle or until the employee takes a post-accident alcohol and/or drug test, whichever occurs first.
- (c) refuses to submit to an alcohol and/or drug test when so directed by the City of Santa Fe, or tampers or attempts to tamper with an alcohol and/or drug test; or,
- (d) tests positive and was involved in an accident resulting in death, serious injury or extensive property damage; or
- (e) does not appear and complete a follow-up drug and/or alcohol test within two (2) hours following notification to appear for such tests, refuses to sign a medical authorization for an administrative alcohol and drug test or refuses to provide a breath and/or urine sample; or
- (f) has a confirmed positive drug or alcohol test

SECTION 17. CONFIDENTIALITY

All testing will be conducted in accordance with the federal regulations to ensure test results are accurate and reliable. Further, the City will carry out this Policy in a manner that respects the dignity and confidentiality of those involved. No laboratory reports or test results shall appear in the employee's employment history unless they are a part of a disciplinary action taken. Laboratory reports and test results shall be placed in a special locked file maintained by the Drug Abuse Coordinator. Files relating to laboratory reports or test results maintained by the Drug Abuse Coordinator must be kept confidential and shall be disclosed only by consent of the patient. Test information, however, shall be released to the employee, the employer, or the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual and arising from a certified positive drug test. Upon request, an employee is entitled to obtain copies of any records pertaining to the employee's use of prohibited drugs, including any records pertaining to the employee's drug tests.

SECTION 18. EMPLOYEE ASSISTANCE PROGRAMS/SELF-REFERRAL

The City of Santa Fe takes seriously its commitment to provide safe conditions to the public and its employees. Recognizing this commitment, the City maintains employee assistance programs that can provide access to professional services in an effort to aid any employee who has an alcohol or chemical dependency problem. Participation in this program is voluntary and all records regarding self-referral or acknowledgement will be kept confidential to the extent required by law.

All employees who suspect they may have alcohol or substance abuse problems are strongly encouraged to utilize employee assistance program resources before the problem affects their employment status. There will be no disciplinary action involved. Voluntary self-referral, however, shall not relieve the employee from responsibility for adequate job performance. Self-referral after notification of a required drug or alcohol test will not eliminate the requirement to take such a test and will not preclude the taking of disciplinary action against an individual who fails a required drug or alcohol test.

Any costs for counseling or rehabilitation shall be the responsibility of the employee. Questions about the City of Santa Fe's employee assistance programs should be addressed to the City's Safety Officer, who serves as the drug and alcohol program administrator.

SECTION 19. APPEALS

Any employee subject to discipline as a result of drug/alcohol testing will have the right to grieve the discipline pursuant to their respective collective bargaining agreement.

SECTION 20. LEGAL ISSUES

This rule or regulation is for internal use only, and does not enlarge an officer's civil or criminal liability in any way. It should not be construed as the creation of a higher standard of safety of care. Violations of this policy, if proven, can only form the basis of a complaint by this Department, and then only in an administrative setting.

Because chemical testing is not testimonial, compulsory urinalysis or breath alcohol tests do not implicate or violate the Fifth Amendment privilege against self-incrimination. See *Schmerber v. California*, 384 U.S. 757, 761 (1966); see also *State v. Richardson*, 87 N.M. 437 (Ct. App. 1975) (the privilege against self-incrimination applies to disclosures that are communicative or testimonial, and the criminal defendant was not compelled to testify against himself by the drawing of blood from his body). Nevertheless, nothing in this policy shall be deemed a waiver of an employee's constitutional protections or privileges afforded in *Garrity v. New Jersey*, 385 U.S. 493 (1967). Any statements written or verbal regarding illegal drug or alcohol use made by employees while in the course and scope of complying with the requirements of this policy shall be deemed compelled and may not be used for criminal prosecution.

IN WITNESS THEREOF, the parties have signed their names and affixed the signature of their authorized representatives on this _____ day of _____, 2022.

Alan M. Webber, Mayor

ATTEST:

Kristine M. Bustos-Mihelcic, City Clerk

APPROVED AS TO FORM:

Christopher W. Ryan
Christopher W. Ryan (May 26, 2022 11:52 MDT)

Senior Assistant City Attorney

Santa Fe Police Officers Association:

Tony Trujillo, President



City of Santa Fe, New Mexico

Memorandum



Date: May 20, 2022

To: Quality of Life Committee and Governing Body

From: Bernadette Salazar, Human Resources Director *bjs*

RE: Resolution providing that the down payment assistance program budgeted in FYE 23 is available to all City employees

EXECUTIVE SUMMARY:

The proposed Resolution specifies that the down payment assistance program included in the FYE 23 Budget not be preferentially available to law enforcement and fire rescue/EMS personnel over City employees with other roles.

BACKGROUND:

On May 27, 2022 the Governing Body adopted its operating budget for FYE 23. Included in the budget for the Human Resources Department was \$750,000 for a down payment assistance program that, as presented, was intended to encourage law enforcement and fire rescue/EMS personnel to live in the community in which they serve. The proposed Resolution would allow other City employees to be eligible for the down payment assistance program as well.

ATTACHMENTS:

Resolution
Fiscal Impact Report

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2022-__

INTRODUCED BY:

Councilor Michael J. Garcia

Councilor Lee Garcia

A RESOLUTION

SPECIFYING THAT THE DOWN PAYMENT ASSISTANCE PROGRAM INCLUDED IN THE FYE 23 BUDGET BE AVAILABLE TO ALL FULL-TIME CITY EMPLOYEES.

WHEREAS, on April 27, 2022 the City of Santa Fe’s (“City’s”) Governing Body adopted its operating budget for FYE 23 (FYE 23 Budget); and

WHEREAS, the FYE 23 Budget included \$750,000 for a pilot down payment assistance program; and

WHEREAS, as presented, the intent of the program would be to encourage law enforcement and fire rescue/EMS personnel to live in the community in which they serve by providing them down payment assistance to purchase a home in Santa Fe; and

WHEREAS, law enforcement and fire rescue/EMS personnel are not the only City employees who cannot afford to live in Santa Fe; and

WHEREAS, many City employees have expressed a desire to be eligible for a down payment assistance program.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE

1 **CITY OF SANTA FE** that the eligibility for the down payment assistance funding included in
2 FYE 23 Budget be available to all full-time City employees.

3 PASSED, APPROVED, and ADOPTED this _____ day of _____, 2022.

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ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELICIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Down Payment Assistance Program for All City Employees

Sponsor(s): Councilor Michael J. Garcia and Councilor Lee Garcia

Reviewing Department(s): Human Resources Department

Staff Completing FIR: Bernadette Salazar Date: 5/22/22 Phone: 955-6591

Reviewed by City Attorney:  Date: May 20, 2022

Reviewed by Finance Director:  Date: May 22, 2022
Alexis Lotero (May 22, 2022 21:59 MDT)

Summary:

The proposed Resolution sets forth that the funding for the down payment assistance program included in the FYE 23 budget shall be available to all eligible City employees and not preferential to law enforcement and fire rescue/EMS personnel.

Departments Affected:

Human Resources Department, Finance Department

Consequences of Not Enacting Legislation:

The down payment assistance program will continue to be available to law enforcement and fire rescue/EMS personnel for FYE 23.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None identified.

Performance and Administrative Implications:

The availability of the down payment assistance to either all City employees or to law enforcement and fire rescue/EMS will require policy development.

Fiscal Implications:

The purpose of certain budgeted funds would be specified as available for all eligible City employees.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Benefits*</u>							
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative:

Signature: *Bernadette Salazar*
Bernadette Salazar (May 24, 2022 17:17 MDT)

Email: bjosalazar@santafenm.gov

VOTE SUMMARY



Meeting Name - Governing Body - Regular Meeting

Meeting Start Date - 05/25/2022

Meeting Committee - Governing Body

Item Title - CONSIDERATION OF RESOLUTION NO. 2022-___. (Councilor M. Garcia and Councilor L. Garcia)

A Resolution Specifying that the Down Payment Assistance Program Included in the FYE 23 Budget Be Available to All Full-Time City Employees. (Bernadette Salazar, Human Resources Department Director: bjsalazar@santafenm.gov, 955-6591)

Committee Review:

Governing Body (Introduced): 05/25/2022

Quality of Life Committee: 06/01/2022

Governing Body: 06/08/2022

Item Type - resolution

Item Owner - Bernadette Salazar

Item Sponsor - Michael Garcia

Item Tracking Number - 22-14696

Motion Type - Approve

Motion Mover - Carol Romero-Wirth

Motion Secunder - Jamie Cassutt

Motion Status - approved

Vote For Count - 7

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 2

Vote For Names - Jamie Cassutt, Amanda Chavez, Lee Garcia, Signe Lindell, Carol Romero-Wirth, Renee Villarreal, Alan Webber

Vote Against Names -

VOTE SUMMARY



City of Santa Fe

Vote Abstain Names -

Vote Absent Names - Michael Garcia, Chris Rivera

User Name - Jesse Guillen

User Email - jbg Guillen@santafenm.gov

VOTE SUMMARY



Meeting Name - Governing Body - Regular Meeting

Meeting Start Date - 05/25/2022

Meeting Committee - Governing Body

Item Title - CONSIDERATION OF RESOLUTION NO. 2022-___. (Councilor M. Garcia and Councilor L. Garcia)

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Vote Against Names -

VOTE SUMMARY



City of Santa Fe

Vote Abstain Names -

Vote Absent Names - Michael Garcia, Chris Rivera

User Name - Jesse Guillen

User Email - jbg Guillen@santafenm.gov