

**AFSCME Local 1661
Court Security Specialists
Contract
2016-2017**

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AGREEMENT

Entered into this 13 day of September, 2016 between the County of Bernalillo, hereinafter referred to as the "County" and AFSCME Council 18, Local 1661, hereinafter referred to as the "Union" and will take effect upon approval of the Board of Bernalillo County Commissioners and end June 30, 2017.

In applying this Agreement, the use of the masculine gender herein, shall be construed to include the feminine gender. The use of the singular shall be construed to include the plural.

NOW THEREFORE IT IS AGREED:

ARTICLE 2

RECOGNITION

- 2.1 The County recognizes the Union as the exclusive representative for collective bargaining, as defined by Section 2-201 et. seq. of the Bernalillo County Code for Labor Management Relations, of all Court Security Specialists recognized by the Bernalillo County Commission, who are not otherwise restricted from being a member of the bargaining unit. The Parties agree that the Union has the sole and exclusive right to represent all such employees as their collective bargaining agent.
- 2.2 If the County establishes a new position which is not clearly excluded from the bargaining unit, or reclassifies an existing bargaining unit position, the County agrees to notify the Union president by means of a copy of the job description in question being posted for the bidding process. The parties may meet to discuss the job's category when it is in question. If an agreement is not reached at this meeting, the Union may submit the matter to the County Labor Relations Board for resolution.
- 2.3 This Agreement will supersede any department's standard operating procedures or policies.

ARTICLE 3

MANAGEMENT RIGHTS

- 3.1 The County, in accordance with applicable statutes, ordinances, rules and regulations, except as expressly limited, altered or modified by provisions of this Agreement or appendices hereto, or subsequent modification by written instrument signed by the Parties which shall specifically identify and refer to the particular ARTICLE and subsection of this Agreement addressed therein, retains the exclusive right and authority to:
- 3.1.1 (1) maintain the efficiency of government operations entrusted to it by law; (2) determine the Mission of County government (3) determine the resources to be allocated to accomplish the mission and goals of the respective County Departments as units of County government; (4) determine methods, means, and personnel by which the operations of the County's Departments are to be operated and conducted; (5) determine the number of employees to be employed and the capacity of such employment at any time; (6) act in furtherance of all other duties and responsibilities imposed upon it by the Constitution, federal and state statutes, ordinances and administrative regulations; (7) determine the location and operation of its facilities; (8) insure the maintenance of uninterrupted service to the community; and, (9) take all such actions necessary to maintain such service.
- 3.1.2 (1) direct employees, establish and enforce reasonable rules and regulations governing the Conduct and safety of its employees; (2) establish schedules and take such other actions necessary to carry out the functions entrusted to, or imposed upon, it and the County Departments by law; (3) hire, promote, transfer, assign, and retain employees in positions; (4) suspend, demote, dismiss and otherwise discipline employees for just cause; (5) lay-off or otherwise relieve employees from duty for lack of work or other legitimate reason; (6) determine qualifications for, and select and hire supervisory personnel; (7) determine the qualifications for, select and hire new employees; (8) determine the number and arrangement of work schedules, shifts and the starting and stopping times thereof; (9) evaluate, test and provide for the examination of employees and applicants for employment to determine their fitness and suitability for duty and employment; and (10) determine and implement all policies, procedures and standards not otherwise restricted, limited or prohibited by the specific provisions of this Agreement.
- 3.2 It is understood and agreed that the functions of management listed herein are not all inclusive and that all such rights, powers, or authority not otherwise relinquished in this Agreement shall be retained by the County.
- 3.3 It is further understood and agreed that any provision in this Agreement meeting the criteria set out in 3.1 hereof shall supersede the affected management right.

ARTICLE 4

REPRESENTATION

- 4.1 The Union retains the exclusive right to define its organization and to manage its internal affairs and the County shall recognize those employees designated as representatives of the Union in all matters arising from the administration of this Agreement. The Union shall advise the Sheriff of the names, addresses and current working telephone numbers of Union representatives and identify their official positions within the Union. The Union shall promptly advise the Sheriff of any changes in the foregoing information.
- 4.2 The County shall allow Union representatives, within twenty-four hours of a request, to visit County facilities for the purpose of administering the provisions of this Agreement at such times and places which do not interfere with the operations of the County.
- 4.3 Stewards.
- 4.3.1 The County shall recognize two (2) stewards to serve as the Union's representatives.
- 4.3.2 Normally, grievances shall be filed and processed during the non-work time of both the grievant and his Union representative. However, there may be certain circumstances where the employee may contact his immediate supervisor to request to be placed on relief from his current assignment to consult with his Union representative. In such event, the Union representative and the employee may be relieved from their respective assignments and allowed to consult as soon as it is practicable to do so. Pending relief, the employee shall continue to perform his assigned duties. Such consultation shall not unduly interfere with the operations of the Department as determined by the Sheriff or his designee.
- 4.4 Union Officials.
- Union Officials are defined as County employees who are members of the bargaining unit, members of AFSCME Local 1661, and who have been officially elected to the position of President, Vice-President, Treasurer, Recording Secretary, three (3) Executive Board Members, and two (2) Stewards of AFSCME Local 1661. The Union shall notify the Sheriff, in writing, within seven (7) work days following election of the Union Officials and shall notify the Sheriff, in writing, of any changes within seven (7) work days of the change.
- 4.4.1 During working hours and without loss of pay, the Union President, Vice President or Stewards shall be allowed a reasonable amount of time to communicate by telephone and/or email with bargaining unit members and the County concerning the County enforcement of any provision of this Agreement.

4.4.2 Union Officials may be granted annual leave or leave without pay for the purpose of attending conventions, training, workshops, conferences or seminars depending on the staffing needs of the Department.

4.5 Mail.

4.5.1 Mail addressed to Union members, Stewards, or Union Officials shall be treated as confidential when marked "confidential" or "personal/confidential" and shall not be opened by other office personnel. In addition, departmental mail from the County's Human Resource Department to employees shall not be opened by other office personnel.

4.6 Union Official Leave of Absence.

4.6.1 Upon request a Union Official may be granted leave without pay for up to six (6) months, for purposes of attending training, seminars, etc. related to labor/management relations, without waiving the individual's right to return to the same position. Such request will not be denied except based on the operating requirements of the department.

ARTICLE 5

NON-DISCRIMINATION

- 5.1 The County shall not discriminate against any employee based on race, color, religion, age, sex, sexual orientation, spousal affiliation, creed, national origin, political affiliation, Union membership or non-membership, veteran status or disability. The County shall not encourage or discourage membership in the Union.
- 5.2 The County and the Union agree that employees should be provided a workplace that is free of discrimination including harassment which is based on race, color, religion, age, sex, sexual orientation, spousal affiliation, gender identification, creed, national origin, Union membership or non-membership, veteran status, physical or mental disability or handicap.
- 5.3 Any allegation of discrimination of the nature set forth in this ARTICLE shall be pursued under the procedures set forth in applicable, Federal, State statutes and regulations and County policies, with the EEOC, Human Rights Division, Worker's Compensation Administration, Wage and Hour Division, etc., or in accordance with such other appropriate Statutory or Administrative procedures. Article 5 shall not be grievable.

ARTICLE 6

NON-INTERFERENCE

- 6.1 The Parties acknowledge that each is free to conduct its affairs and business in the manner which each respectively believes to be in its own best interests. Accordingly, the Parties agree that neither shall interfere with the internal business affairs of the other; nor with the officials or representatives of the other in the conduct of their internal business affairs and other matters not involving the collective bargaining relationship.

ARTICLE 7

COMMUNICATIONS

- 7.1 It is understood by the Parties that inaccurate information, incomplete information or the failure to exchange information is one of the major causes of breakdowns in the labor management relationship. In the interest of preventing misunderstandings stemming from such lapses in communications the Parties agree to furnish information as follows:
- 7.1.1 The County shall:
- 7.1.1.1 Make available for copying and inspection copies of County policies that are applicable to bargaining unit employees;
 - 7.1.1.2 Upon written request allow the Union access to County and Departmental policies, at reasonable times and places; and
 - 7.1.1.3 Inform the Union of major relevant organizational changes within one week of the effective date thereof.
- 7.1.2 The Union shall:
- 7.1.2.1 Inform the County of major changes in its organization, or policies;
 - 7.1.2.2 Provide the County with a current list of Union Officers trustees and stewards. Such list shall describe the authority possessed by each individual, and shall be updated within seven (7) workdays of any such change.
- 7.2 The Parties agree to communicate only through the appropriate officials as designated by the County and the Union respectively.

ARTICLE 8

RECORDS INFORMATION

- 8.1 The County shall promptly furnish the Union upon request, copies of documents and records which come within the definition of public records. It is understood that it may be necessary to charge the Union in advance for the actual cost of such copies.
- 8.2 No material within County control, which contains adverse personnel actions or comments shall be placed in an employee's file without the employee being informed within five (5) working days thereof. The employee may insert a written response to any such matter in his file. An employee shall be permitted to inspect his own file. Copies of requested materials shall be provided to the employee.
- 8.3 Upon request, the County shall promptly produce an employee's departmental personnel file, should such file be maintained at the department level. However, the County has no obligation to produce supervisory files relating to personnel matters.

ARTICLE 9

SENIORITY

- 9.1 Seniority is defined as length of continuous unbroken service as a full-time or part-time, non-probationary County employee, beginning with his last date of hire. Continuous unbroken service means there have been no breaks in employment other than annual leave, sick leave or County authorized leave of absence or layoff.
- 9.1.1 Job Title Seniority is an employee's continuous unbroken service in a job title as a full-time or part-time, non-probationary employee.
- 9.1.2 Each Department will maintain a list identifying Job Title Seniority. If an employee transfers from one Department to another, that employee will move to the bottom of the department seniority list in the new Department. If an employee changes job titles he will move to the bottom of the job title seniority list.
- 9.2 Seniority rights shall terminate with no further accrual under the following circumstances:
- 9.2.1 Termination of employment by voluntary resignation;
- 9.2.2 Discharge for just cause unless reinstated;
- 9.2.3 In a leave-without-pay status for more than six (6) months;
- 9.2.4 Retirement;
- 9.2.5 Failure to timely respond to recall notice, or rejection of recall; or
- 9.2.6 Lay-off status for a period greater than the employee's seniority.
- 9.3 Seniority shall be used in all cases where a selection must be made among two (2) or more employees where all other qualifying factors are equal. In the event all seniority criteria are equal, the employee who has the earliest date/time stamp on his first application for employment for a bargaining unit position that resulted in the individual being hired into such position shall control.
- 9.4 Seniority, departmental seniority and job title seniority shall be applied by order of priority where applicable as specified in each Article of the Agreement.

ARTICLE 10

BIDDING

- 10.1 The Union President will identify in writing to the Department which employee will assist in the bidding process.
- 10.2 The bidding procedure will be established by the Division Commander with input from Local 1661. The policy will include a section that allows for individuals, by classification and seniority, to request day of week and time assignments.
 - 10.2.1 All employees by classification will be allowed to bid by order of seniority.
 - 10.2.2 Court Security Specialist bidding will take place during the month of December, to take effect in January.
 - 10.2.3 Any requests for transfer between the 2nd Judicial District Court House and Juvenile Justice Center will be handled internally by Division Commander.
 - 10.2.4 For the purpose of bidding the hours at the Juvenile Justice Center and the 2nd Judicial District Court House will be in eight (8) and/or ten (10) hour increments.
 - 10.2.5 A permanent change of work hours or days off shall require five (5) days written notice unless mutually waived or unless emergency needs of the Department dictate otherwise.