



# 2016-2017 LABOR MANAGEMENT AGREEMENT

July 1st 2015-June 30, 2017

This is the Labor Management Agreement between the COUNTY OF BERNALILLO and ALBUQUERUQUE AREA FIRE FIGHTERS IAFF LOCAL 244 BERNALILLO COUNTY CHAPTER

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## AGREEMENT

- Entered into this 1st day of July 2015, between the County of Bernalillo, hereinafter referred to as the "County" and the Albuquerque Area Firefighters, Local 244, Bernalillo County Chapter, as representatives of the employees in the Bernalillo County Fire Fighters Bargaining Unit, hereinafter referred to as the "Union" and effective until the 30th day of June 2017.
- The parties further acknowledge that in the administration of all matters covered by this Agreement, the County and the Union are governed by existing or future laws.
- 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.
- To develop a more cohesive relationship between the Union and the Department; at the written request of the Union President to the Chief or Designee, the County Chapter Vice-President or Chief Steward may be placed on a forty (40) hour special assignment with reason.

## 1 ARTICLE 1 PURPOSE

- 1.1 It is the purpose of this Agreement to promote and maintain harmony, cooperation and understanding among the County, its employees, the Union and its members in fulfilling their mutual and respective obligations to each other and the citizens of Bernalillo County.
- 1.2 This Agreement will provide orderly collective bargaining relations between the County and the Union to secure the prompt, fair, and equitable resolution of grievances in order to assure the efficient operation and uninterrupted service to the County.
- 1.3 The Union and the County agree that every effort will be made to administer this Agreement in accordance with the true intent establishing sound labor management relations
- 1.4 ARTICLE 1 is not grievable.

## 2 ARTICLE 2 RECOGNITION

- 2.1 Pursuant to the certification issued by the Bernalillo County Labor Relations Board, the County recognizes the Union as the exclusive representative for collective bargaining, as defined by Bernalillo County Code Section 2-201, et. seq. for Labor Management Relations, of all employees in the appropriate bargaining unit as determined by the Bernalillo County Labor Relations Board. The Parties agree that the Union has the sole and exclusive right to represent all such employees as their collective bargaining agent.
- 2.1.1 Appendix A hereto is a list of all job titles that are currently in the bargaining unit as a result of the Labor Relations Board's Certification.
- 2.2 The union recognizes its responsibility to represent the interest of all employees in the bargaining unit (As listed in 2.1.1) with respect to employee rights, management rights, working conditions, employee benefits, and compensation, without discrimination or regard to union affiliation.
- 2.3 If the County establishes a new position, which is not clearly excluded from the bargaining unit, the County agrees to notify the Union General President via a copy of the job description in question being posted for the bidding process. The parties shall meet to discuss the job's category when it is in question. The County shall also notify the Union of any vacant position upgrades involving bargaining unit positions or of the elimination of any bargaining unit positions. The parties shall meet to discuss the impact and implementation of the upgrade or elimination. If an agreement is not reached at the meetings identified in this Article, the Union may submit the matter to the County Labor Board for resolution.

### 3 ARTICLE 3 MANAGEMENT RIGHTS

- 3.1 Nothing in this article shall be construed to limit Management Rights under Section 2-206 of the Bernalillo County, New Mexico Code of Ordinances.

#### 4 ARTICLE 4 REPRESENTATIONS

- 4.1 The Union retains the exclusive right to define its organization and to manage its internal affairs. 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 County Manager 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 County Manager of any changes in the foregoing information.
- 4.2 Any meeting called by the County, with respect to business matters, in connection with the relations between the County and the Union; at which any representative of the Union is required by the County to be present, such Union representative shall be paid at his appropriate rate of pay for the period of such meeting.
- 4.3 The County shall allow Union representatives, who are not County employees or who are off-duty County employees, 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 after first obtaining permission from the Chief of Fire and Rescue.
- 4.4 Stewards.
  - 4.4.1 The County shall recognize ten (10) stewards to serve as the Union's Representatives. The purpose of recognizing ten (10) stewards being that a steward who is in a non-work status shall perform grievance handling.
  - 4.4.2 Normally, grievances shall be filed and processed during the non-work time of both the grievant and his steward. In the event of an emergency, the employee may contact his immediate supervisor to request relief from his current assignment to consult with his steward. In such event, the steward and the employee may be relieved from their respective assignments and allowed to consult as soon as it is practical 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 Chief or his designee. Upon being granted relief, the employee or steward shall be placed in an Authorized Leave Without Pay status until such time as they complete their consultation and return to a work status.
- 4.5 Union Officials.



- 4.5.1 Union Officials are defined as members of IAFF 244 who have been officially elected to the position of President, Vice-President, Treasurer, Secretary, Sergeant at Arms, Chief Steward, Stewards or Trustees of the Union. The Union shall notify the County Manager, in writing, within seven (7) work days following election of the Union Officials and shall notify the County Manager, in writing, of any changes within seven (7) working days of the change.
- 4.5.2 The President or Chief Steward, after obtaining authorization from the Chief or his designee and dependent upon staffing levels and work load, may be allowed a justifiable amount of time without loss of pay in order to attempt to resolve pending grievances.
- 4.5.3 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

## 5 ARTICLE 5 MEMBERSHIP AND CHECK-OFF OF UNION DUES

- 5.1 No employee shall be required to join, maintain membership in, or pay dues or fees to, the Union as a condition of acquiring, or maintaining employment.
- 5.2 During the term of this Agreement, an employee who is a member of the Union may execute a Dues Check-Off Authorization form, authorizing that a portion of his wages representing monthly dues or fees be withheld and forwarded to the Union.
  - 5.2.1 During the term of this agreement, an employee who is a member of the Union may execute a utility assessment form, authorizing that a portion of his wages as specified on the form be withheld and forwarded to the union.
  - 5.2.2 The deduction shall commence after receipt of the forms as stated above in 5.2 and 5.2.1
- 5.3 Upon receiving a properly executed Dues Check-Off Authorization form from an employee, the County shall effect such payroll by the next full pay period
  - 5.3.1 The deduction of such dues shall commence with the first paycheck after receipt of the Dues Check-off Authorization form, and shall, within seven (7) days of receipt thereof, be paid over to the Union.
  - 5.3.2 Such deductions shall be strictly limited to the amount be certified in writing by the President as constituting the monthly dues or fees uniformly required as a condition of acquiring and retaining membership.
  - 5.3.3 An employee who wishes to revoke his Dues Check-off Authorization form shall deliver to the Human Resources Department and to the Union, a written and signed statement revoking the Dues Check-Off Authorization.
  - 5.3.4 No deductions shall be made during any pay period in which an employee has insufficient wages to cover the authorized dues deduction.
- 5.4 The Union shall indemnify and hold harmless the County and its Departments, as may be appropriate, from any and all liability which may arise, or be claimed to arise, out of or in connection with said dues deductions.
- 5.5 The Dues Check-Off Authorization form will be obtained from I.A.F.F Local 244 and then submitted to County administration.

## 6 ARTICLE 6 NON-DISCRIMINATION

- 6.1 The County shall not discriminate against any employee based on race, color, religion, age, gender, sexual orientation, creed, national origin, political affiliation, job class, licensure level, Union membership or non-membership, veteran status or disability. The County shall not encourage or discourage membership in the Union.
- 6.2 The Union agrees to represent those employees within the certified bargaining unit for the purpose of negotiating collective bargaining agreements without discrimination based on race, color, religion, age, gender, sexual orientation, creed, national origin, political affiliation, Union membership or non-membership, veteran status or disability.
- 6.3 The County and the Union agree that employees shall be provided a workplace that is free of discrimination, including sexual harassment.
- 6.4 Any allegation of discrimination of the nature set forth in this Article shall be pursued under the procedures set forth in applicable, county policies, with the EEOC or in accordance with such other appropriate Statutory or Administrative procedures as available.

## 7 ARTICLE 7 STRIKES, STOPPAGES AND LOCKOUTS

- 7.1 During the term of this Agreement, the County shall not lock out any employees. In the event the County violates this provision, the Union shall be free to take such appropriate legal and administrative action as may be available under relevant law, statute or regulation.
- 7.2 No employee shall, engage in any strike, stoppage or refusal in the course of employment to perform his assigned duties; or withhold, curtail or restrict his services or otherwise interfere with the operations of the County or encourage others to do so.
- 7.2.1 In the event a bargaining unit employee engages in any of the actions identified in this Article, it shall be the responsibility of the Union, within 24 hours of a request by the County, to:
- 7.2.1.1 *Disavow such action by employee(s) and notify the County Manager in writing that such action by employee(s) has not been called or sanctioned by the Union;*
- 7.2.1.2 *Take all reasonable steps to notify employees of its disapproval of such actions and encourage employees to cease and desist there from and return to work;*
- 7.2.1.3 *Comply with Bernalillo County Code Section 2-201 et seq.*
- 7.2.2 In the event the Union fails to fulfill its responsibilities set out in Article 7.2.1, or if it is shown that the Union has incited, encouraged, or endorsed the violation of this Article, the County may petition the Bernalillo County Labor Relations Board to decertify the Union as the collective bargaining representative of the employees hereunder. The County may also take such other action against the Union as may be available under appropriate law, statutes and regulations.
- 7.2.3 The Department reserves the right to discipline any employee who participates in any activity which is in violation of this Article.

## 8 ARTICLE 8 COMMUNICATIONS

8.1 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:

8.1.1 The County shall:

8.1.1.1 *Provide copies to the Union, at its actual cost, copies of new policies, which are determined to be relevant by the County; and*

8.1.1.2 *Upon written request allow the Union access to County and Departmental policies, at reasonable times and places; and*

8.1.1.3 *Inform the Union of major organizational changes with at least ten (10) work days' prior written notice of the effective date, giving the Union time to respond to such changes.*

8.1.2 The Union shall:

8.1.2.1 *Inform the County of major changes in its organization, or policies; and*

8.1.2.2 *Provide the County with a current list of Union officers, and stewards. Such list shall describe the authority possessed by each individual, and shall be updated within ten (10) workdays of any such change.*

8.2 The Parties agree to communicate only through the appropriate officials as designated by the County and the Union respectively.