

AFSCME Council 18, Local 1536, YSC Contract
2012-2014
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AGREEMENT

Entered into this 13th day of November, 2012 between the County of Bernalillo, hereinafter referred to as the "County" and AFSCME Council 18, Local 1536, hereinafter referred to as the "Union" and will take effect the first full pay period in July 2012 and end June 30, 2014.

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 1

PURPOSE

- 1.1 It is the purpose of this Agreement to promote and maintain harmony, cooperation and understanding among the County, its employees, and the Union and its members in fulfilling their mutual and respective obligations to each other.
- 1.2 It is further the purpose of this Agreement to provide orderly labor management relations between the County and the Union and to secure the prompt and fair disposition of grievances in order to assure the efficient operation and uninterrupted service to the County. ARTICLE 1 is not grievable.
- 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.

ARTICLE 2

RECOGNITION

- 2.1 The County recognizes AFSCME Council 18, Local 1536 as the exclusive representative for collective bargaining, as defined by Bernalillo County Code Sections 2-201 et. seq. for all Youth Program Officer I's and Youth Program Officer II positions who are not otherwise restricted, by Bernalillo County Code Sections 2-201 et seq. 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 bargain agent.
- 2.2 If the County establishes a new position which is not clearly excluded from the bargaining unit, 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. The County shall also notify the Union of any vacant position upgrades involving bargaining unit positions or of the elimination of any bargaining unit position. 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 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 federal and state law, statute, and regulations, and the Collective Bargaining Ordinance, 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 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) layoff 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 qualifications and select employees for promotion and transfer; (9) determine the number and arrangement of work schedules, shifts and the starting and stopping times thereof; (10) evaluate, test and provide for the examination of employees and applicants for employment to determine their fitness and suitability for duty and employment; and (11) determine and implement all 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 or by the collective bargaining ordinance 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 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 For any meeting called or agreed to 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. Such time shall be considered hours worked for purposes of calculating overtime compensation.
- 4.3 The County shall allow Union representatives, within twenty four hours of a request, to visit County facilities for the purpose of administering the provision of this Agreement at such times and places which do not interfere with the operations of the County.
- 4.4 Stewards.
- 4.4.1 The County shall recognize only one (1) Chief Steward and four(4) stewards to serve as the Union's representative.
- 4.4.2 Normally, the grievant shall file grievances during non-work hours. 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 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 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 Department Director or his designee.
- 4.4.2.1 The Chief Steward shall be allowed up to, but not to exceed four (4) hours per day on paid status to adjust pending grievances and to attend arbitration hearings. These hours shall not be accumulated or postponed, but shall be used when necessary, for the express purpose of adjusting grievances between the employee and the County and attending arbitration hearings. Prior to utilizing such time, the Chief Steward shall inform his immediate supervisor of the approximate amount of time he anticipates will be required to attend to the pending grievance. Such time shall be considered hours worked for purposes of calculating overtime compensation.
- 4.4.2.1.1 The Chief Steward shall be permitted to assign this time with the Stewards. The conditions identified in Paragraphs 4.4.2.1 and

4.4.2.2 shall also apply to time allotted to the Stewards by the Chief Steward.

4.4.2.2 The Chief Steward shall keep- a written daily log reflecting the date, time spent handling each grievance, County personnel participating in the respective grievance, and description of each grievance. The written log shall be available for periodic review by the Department Director/Elected Official or his designee and submitted to the Department Director/Elected Official at the end of each work week.

4.5 Union Officials.

Union Officials are defined as County employees who are members of the bargaining unit, members of AFSCME Local 1536, and who have been officially elected to the position of President, Vice-President, Treasurer, Recording Secretary, Chief Steward or Stewards of AFSCME Local 1536. 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) work days of the change.

4.5.1 During working hours and without loss of pay, either the Union President, Vice President, or Chief Steward shall be allowed a reasonable amount of time to communicate with bargaining unit members and the County concerning the County's enforcement of any provision of this Agreement. However, in no event shall all three be away from their regular job duties at the same time. The Union President, Vice President and Chief Steward shall whenever practicable conduct such communication by telephone. The County shall take reasonable steps to allow the Union Official privacy during such conversations. Such time shall be considered hours worked for purposes of calculating overtime compensation. If the Union President, Vice President or Chief Steward needs to conduct such communication in a manner other than by telephone, he shall inform his immediate supervisor of the approximate amount of time he anticipates will be required to attend to the matter and shall prepare and maintain a log in the manner identified in Paragraph 4.4.2.2.

4.5.2 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. In the event a Union Official attends classes, seminars, or conferences for which the Union Official receives college credits, or if the class is rated for college credit, the County shall provide the Union Official with one hour of administrative leave, with a maximum of forty (40) hours per calendar year, for each hour of annual leave taken for purposes of attending such class, seminar or conference; provided that the Union Official receive a passing grade and the course is related to the Union Officials position with the County or provides some benefit to the County.

4.6 Mail.

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, other office personnel shall not open departmental mail from the County Human Resources Department to employees.

4.7 Union Official Leave of Absence.

4.7.1 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 individuals right to return to the same position. Such request shall not be denied except based on the operating requirements of the Department.

4.7.2 Union officials may be granted leave without pay for the purpose of assisting the local union (AFSCME Local 1536), or the parent organization (AFSCME Council 18). Such period of leave without pay shall not exceed five (5) days in any pay period. The Department Director shall approve such requests for leave based on the operating needs of his work area.

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 from 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 allegations 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:
- a. provide copies to the Union, at its actual cost, copies of all new YSC policies, which are determined to be relevant by the Department;
 - b. upon written request allow the Union access to YSC policies, at reasonable times and places;
- 7.1.2 The Union shall provide the County with a current list of Union officers, trustees, stewards and alternates. Such list shall describe the authority possessed by each individual, and shall be updated within one week 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.
- 7.3 Labor Management Relations Committee.
- 7.3.1 The Labor-Management Relations Committee shall be composed of three (3) County representatives, selected by the County, and three (3) Union representatives.
- 7.3.2 The Committee shall meet on the request of either party and at least once quarterly to discuss all matters of mutual concern.
- 7.3.3 A Party wishing to convene the Labor-Management Relations Committee shall provide written notice to all members of the Committee. The written notice shall identify the specific Article or provision of the Agreement to be addressed, Committee members shall meet and confer within fourteen (14) calendar days of receipt of the written notice.
- 7.3.4 In the event a meeting is called to address the intent or interpretation of a specific provision of this Agreement, the County and the Union shall be permitted to invite members of the current negotiating teams to discuss the intent of the provision as negotiated.
- 7.3.5 No grievance over an issue of contract intent or interpretation shall proceed to arbitration until after first presenting the matter to the Labor-Management Relations Committee for review and possible resolution. This meeting shall be held within ten (10) days of the grievant's appeal to arbitration. This period may be extended upon mutual agreement of the Parties.

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 personnel 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 from an employee's personnel file shall be provided to the employee.
- 8.3 Upon request, the County shall 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.
- 8.4 An employee's personnel file shall be confidential, except for as abridged by law, to the employee or the employee's supervisory line of authority with the following exceptions:
 - 8.4.1 Responding to or investigation complaints of discrimination or harassment;
 - 8.4.2 A department director is part of the hiring process; and
 - 8.4.3 As part of a discovery request in a judicial or administrative process.
- 8.5 One (1) year after a written reprimand has been issued to an employee, upon written request by the employee the written reprimand shall be removed from his personnel file, provided the employee has received no further discipline for the same or similar offense.