CCN 2012-0809

LABOR MANAGEMENT AGREEMENT

Between

COUNTY OF BERNALILLO

And

BERNALILLO COUNTY CLERICAL AND TECHNICAL EMPLOYEES LOCAL 2260, WHITE COLLAR

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
	AGREEMENT	1
1	PURPOSE	2
2	RECOGNITION	3
3	MANAGEMENT RIGHTS	4
4	REPRESENTATION	5
5	NON-DISCRIMINATION	8
6	NON-INTERFERENCE	9
7	COMMUNICATIONS	10
8	RECORDS INFORMATION	12
9	SENIORITY	13
10	LAYOFFS & RECALLS	14
11	HOLIDAYS	15
12	BULLETIN BOARDS	17
13	DISCIPLINE	18
14	GRIEVANCE PROCEDURE	20
15	STRIKES, STOPPAGES AND LOCKOUTS	25
16	LEAVE AND SCHEDULING	26
17	SICK LEAVE	29
18	WORK WEEK, WORK PERIOD, OVERTIME	32
19	WAGES	35
20	INSURANCE COVERAGE	36

ARTICLE	TITLE	PAGE
21	PERSONAL PROPERTY REPLACEMENT	37
22	WORKER'S COMPENSATION/INJURY TIME	38
23	CAMPAIGN FOR PUBLIC OFFICE	40
24	DRUG AND ALCOHOL TESTING	41
25	OUTSIDE EMPLOYMENT	45
26	LABOR-MANAGEMENT RELATIONS COMMITTEE	46
27	WORK OUT OF CLASSIFICATION/TRAINING	47
28	MEMBERSHIP AND CHECK-OFF OF UNION DUES	48
29	FILLING VACANCIES IN BARGAING UNIT POSITIONS	49
30	PROMOTIONS AND TRANSFERS	50
31	PARTIAL INVALIDITY, SEPARABILITY AND WAIVER	51
APPENDIX A	COMMUNICATIONS CENTER	53
APPENDIX B	SHERIFFS DEPARTMENT	55
APPENDIX C	MDC	57
APPENDIX D	GRIEVANCE FORM	59
SIDE BAR AGREEMENT FOR ARTICLE 13		62

AGREEMENT

Entered into this 13 day of November 2012 between the County of Bernalillo, hereinafter referred to as the "County" and the American Federation of State, County and Municipal Employees Council 18, Local 2260, AFL-CIO, as representatives of the employees in the Bernalillo County Clerical & Technical Employees Bargaining Unit, hereinafter referred to as the "Union" and effective until the 30th day of June 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 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 clerical, and technical employees 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 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 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 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 or pre-determination hearings, and negotiations 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.

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 provisions 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 six (6) stewards to serve as the Union's representatives.

4.4.2 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 Department Director or his designee.

4.4.2.1 The Chief Steward, President, and/or the President collectively 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, President, and/or Vice President shall inform his immediate supervisor of the approximate amount of time he anticipates will be

required to attend to the pending grievance or arbitration hearings. Such time shall be considered hours worked for purposes of calculating overtime compensation.

4.4.2.2 The Chief Steward and/or the president shall be permitted to assign this time with Vice President, Chief Stewards, or Stewards. The condition 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.

4.4.2.3 The Chief Steward, President and/or Vice President shall keep a written daily log reflecting the date and 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, Deputy County Manager/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 2260, and who have been officially elected to the position of President, Vice-President, Treasurer, Recording Secretary, Executive Board Members, Chief Steward or Stewards of AFSCME Local 2260. 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, the Union President, Vice President or Steward 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.

4.5.2 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.

4.6 Mail.

4.6.1 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.

4.7 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 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:

a. make available for copying and inspection copies of County policies that are applicable to bargaining unit employees;

b. upon written request allow the Union access to County and Departmental policies, at reasonable times and places; and

c. inform the Union of major relevant organizational changes within one week of the effective date thereof.

d. Inform the Union President/or designee in writing of the completion of any investigation conducted by the County of complaints made by the Union or any bargaining unit employee no later than seven (7) days after the completion of the investigation.

7.1.2 The Union shall:

a. 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 (County Manager, Deputy County Managers, Department Directors or their designees) and the Union respectively.

7.3 Notice of Change in Work Rules.

7.3.1 In the event a Department determines it necessary or advisable to change, modify or replace existing Departmental rules or policies that are applicable to bargaining unit employees in a Department, the County Manager or his designee shall so advise the Union President and provide him with a copy of the proposed change, modification or replacement document, as appropriate, at least fourteen (14) calendar days prior to the proposed effective date thereof. The Union President shall advise the County Manager, within seven (7) calendar days of receipt thereof, whether he wishes to meet with the County Manager, or his designee, to discuss said proposals. Thereupon the Parties shall meet and confer regarding the proposed changes as well as any suggestions proposed by the Union. The County Manager, or his designee, may consider the suggestions or proposals advanced by the Union, and may

accept or reject all or any portion thereof. This provision does not contemplate that the County shall be required to engage in collective bargaining regarding such change, modification or replacement, other than as may impact wages, hours and working conditions.

7.3.2 In the event the Union President fails to respond to such notification as provided above, the County shall have no further obligation to meet and confer with the Union regarding the proposed change, modification or replacement.

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, 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 Departmental Seniority. Departmental seniority is defined as the total length of continuous unbroken service within a department as a full-time, non-probationary employee.

9.1.2 Job Title Seniority: is an employee's continuous unbroken service in a job title as a full-time, non-probationary employee.

9.1.3 Each Department will maintain a list identifying Departmental and 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:

a. termination of employment by voluntary resignation;
b. discharge for just cause unless reinstated;
c. in a leave-without-pay status for more than six (6) months;
d. retirement;
e. failure to timely respond to recall notice, or rejection of recall; or
f. 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

LAYOFFS AND RECALLS

10.1 Layoffs. In the event it is necessary to have a reduction in the work force, the County may lay off employees within a given job title in reverse order of seniority; i.e., the employee with the least seniority shall be the first to be laid off and so on. Employees, whose jobs are abolished in the layoff shall have the right to displace other bargaining unit employees with less seniority within the same job title or to displace employees with less job seniority in a job title previously held, provided he meets the qualifications of that job title.

10.1.1 An employee shall receive fourteen (14) calendar days notice of the layoff.

10.2 Prior to conducting a layoff the parties agree to meet and confer and agree to engage in collective bargaining regarding the "effects" and "implementation" of the lay-off.

10.3 Recalls. An employee laid off due to a reduction in force shall be called back to work, in the event there is an opening within an employee's job title, in the inverse order of the sequence in which they were laid-off, in accordance with seniority rights as set out in ARTICLE 9.2.

10.4 Notice of recall. Employees on lay-off shall be recalled by certified mail, return receipt requested sent to their last known address as reflected in the official County records. Laid-off employees shall be given a period of seven (7) days to respond to such notice, indicating whether or not the employee intends to return to work. Laid-off employees shall have a period of seven (7) days, from the date of the receipt of recall notice to notify the Personnel Director of acceptance or rejection of the recall opportunity and of the date on which he is available to return to work. The employee must return to work no later than twenty one (21) calendar days from the date the employee receives the recall notice, unless the employee is unavailable to return due to military service or short term disability. Failure to respond within the time period, or rejection of the recall opportunity shall be considered a voluntary termination. It shall be the obligation of the employee to demonstrate that his response was timely.

ARTICLE 11

HOLIDAYS

11.1 Legal holidays for employees shall be as follows:

Holiday
New Year's Day
Martin Luther King Jr. Day
Spring Break Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day following Thanksgiving
Christmas Eve
Christmas Day
All Holidays shall be date of County Observance

11.2 An employee who works for the Sheriff's Department (other than civil division), or Communication's Center who must provide twenty-four (24) hour service to County residents will observe holidays in accordance with the Article 11.1, with the exception of Christmas Eve, Christmas Day and New Year's Day which shall be observed on the actual calendar day on which the holiday falls.

11.3 Holiday Premium Pay. An employee who works on a holiday shall be compensated at his regular straight time hourly rate plus time and one-half for the first eight (8) hours worked. An employee whose normal work shift is ten (10) hours or twelve shall be compensated at his regular straight time hourly rate plus time and one-half for the first ten (10) hours or twelve (12) worked. An employee whose normal work shift is twelve (12) hours shall be compensated at his regular straight time hourly rate plus time and one-half for the first twelve (12) hours worked. Thereafter, the employee shall be compensated at his appropriate hourly rate until such employee qualifies for overtime under the provisions of this agreement.

11.13.1 An employee who is forced to work on a holiday shall be compensated at his regular straight time hourly rate plus time and one-half for all hours worked on the holiday.

11.4 To receive Holiday Premium Pay, the employee must be scheduled and required by appropriate supervision to work the holiday and must actually work the holiday. Administrative leave, sick leave and annual leave shall not qualify as time worked for the purpose of receiving Holiday Premium Pay.

11.4.1 Employees on-call during a specific holiday shall receive Holiday Premium Pay only for such time actually called out and worked in accordance with the provisions of 11.3 above.

11.5 If a holiday occurs while an employee is on administrative leave, annual leave or sick

leave, the employee shall receive straight time pay for such holiday, and the day shall not be charged against accrued annual leave or sick leave; Provided, the employee has worked his last scheduled day prior to the holiday, and his first scheduled day after the holiday, unless the employee's absence has been otherwise excused or authorized.

11.6 If a holiday falls on an employee's scheduled day off, the employee shall be granted an additional day off which shall be scheduled by the employee and taken within twenty (20) working days thereof or as soon as possible thereafter and within the fiscal year or the employee may elect to accept one (1) days compensation at their regular straight time rate of pay, however this compensation shall not be credited as time worked for purposes of calculating overtime.

11.7 In addition to the holidays set out in 11.1, each employee shall be entitled to two (2) personal holidays per fiscal year. Personal holidays shall be taken in full eight (8), ten (10), twelve (12) hour increments depending upon employee's regular schedule and may not be cumulative from fiscal year to fiscal year.

11.8 Employees shall submit their request to take a personal holiday no less than three (3) working days prior to the date requested. Approval is subject to staffing requirements as determined by the respective Department Directors.

ARTICLE 12

BULLETIN BOARDS

12.1 The County shall provide accessible space in each applicable building for posting notices on a bulletin board. Such space shall be subject to change in accordance with departmental needs.

12.2 Material posted on the bulletin board by the Union shall contain only factual information and shall not contain derogatory statements concerning the County, or any agency or department thereof, or its employees or give partisan support to political issues. Material posted on the bulletin board which, in the opinion of the Department Director or his designee, is not in conformity with the above shall be called to the attention of a Union representative who shall remove the material pending a final resolution of the issue pursuant to the Grievance procedure, ARTICLE 14.

12.3 Any material posted on the bulletin board shall bear the signature and title of the authorized Union representative, or designee, who posted it.

ARTICLE 13

DISCIPLINE

13.1 General Statement.

13.1.1 The County shall discipline employees only for just cause.

13.1.2 The purpose of this ARTICLE is to encourage the use of counseling and positive discipline as methods of assisting employees in correcting work violations and behavior and improving job performance.

13.1.3 All disciplinary action, constructive criticism, or counseling shall be conducted in private behind closed doors.

13.1.4 All disciplinary action in the nature of suspension, demotion or dismissal shall be preceded by a written Notice of Intent to Discipline which shall include the conduct, action or omission which form the basis for the contemplated disciplinary action. The notice of intended discipline shall also identify, when applicable, the policy, regulation, procedure or statute violated.

13.1.5 Prior to the final disciplinary action of suspension, demotion or dismissal, a pre-determination hearing shall be held.

13.1.6 Thereafter, a Notice of Final Action shall be issued and served upon the subject employee, and shall be limited to those matters set forth in the Notice of Intent to Discipline.

13.2 Disciplinary Actions. The range of disciplinary action is as follows:

13.2.1 Oral Reprimand.

An Oral reprimand is typically used for minor infractions, and serves to inform the employee that his behavior and/or conduct need(s) to be improved. Oral counseling notations shall not be placed in an employee's personnel file.

13.2.2 Written Reprimand.

An employee is typically issued a written reprimand in circumstances where the infraction is perceived to be of a greater consequence than that for which an oral reprimand was issued or if an oral reprimand was ineffective. Written reprimands relating to an employee's job performance or conduct shall be placed in the employee's personnel file after providing the employee with a copy of the reprimand. The employee shall acknowledge having read the contents of the reprimand by affixing his signature to the reprimand. So doing shall not be construed as the employee's agreement that the reprimand was warranted.

13.2.3 Suspensions and Demotions.

An employee may be suspended without pay for a period not to exceed thirty (30) working days, and/or demoted for a single serious offense or for continued substandard job performance or misconduct when previous attempt(s) to correct behavior have failed.

13.2.4 Dismissal.

An employee may be dismissed when other discipline has failed to improve unacceptable behavior or job performance, or when the employee has engaged in behavior that is serious in nature and that the County determines to be unacceptable for its employees.

13.3 Procedure/Written Reprimands

In the event the written reprimand is not withdrawn, the employee may insert a response in his file to the reprimand.

13.3.1 Disputes regarding written reprimands may be contested through the Grievance Procedure hereof, but shall not be subject to the Arbitration provisions of ARTICLE 14.11.

13.3.2 One (1) year after a written reprimand has been issued to an employee, upon written request from the employee, the written reprimand shall be removed from his personnel file, provided that the employee has received no further discipline for the same or similar offense.

13.4 Procedure - Suspension, Demotion or Dismissal.

13.4.1 Disputes regarding suspensions, demotions or dismissals may be contested utilizing the Grievance Procedure set forth in this Agreement. However Step Two, as set forth in ARTICLE 14.10.3 shall be the final step in the grievance procedure before the parties submit their dispute to Arbitration pursuant to the provisions of ARTICLE 14.11.

13.4.2 An employee who is suspended without pay shall not suffer any loss of pay or benefits or be required to serve the period of suspension until after-completing the grievance procedure or otherwise resolving the grievance.

ARTICLE 14

GRIEVANCE PROCEDURE

14.1 Statement of Purpose. The parties hereto agree that the prompt and equitable resolution of grievances hereunder is essential to the proper and efficient operation of the County and all reasonable efforts shall be made by the parties and the employees to resolve all grievances in a timely and mutually satisfactory manner. To that end, the parties agree to attempt to resolve all grievances at the lowest possible step.

14.2 No employee who uses or participates in the grievance procedure shall be subjected to retaliation of any kind or nature for having participated in this procedure, nor shall he be threatened, intimidated or coerced in any manner, for having done so.

14.3 All grievances shall be maintained in separate grievance files and shall not be included in the personnel file of any individual grievant. Upon resolution of the grievance, or decision by an arbitrator, a copy of any grievance arising from disciplinary action shall be retained in the grievant's personnel file unless the arbitrator rules otherwise.

14.4 All references to the "grievant" shall be construed to include the Union or individual grievant as may be required by the context of the reference.

14.5 The procedures for filing a grievance shall be the same for all grievants. The grievance procedure shall be accessible to all employees in the bargaining unit, regardless of whether or not they are members of the Union.

14.6 The parties may utilize tape recorders or other electronic recording devices at the arbitration step_to assist them in taking notes; however such recordings shall have not standing to serve as an official record of proceedings. The parties may not use tape recorders or other electronic recording devices at Step One or Step Two.

14.7 This procedure shall be the sole and exclusive method of resolving any and all grievances as that term is defined in Article 14.8.1.

14.8 Definitions.

14.8.1 "Grievance" - A grievance is any difference, dispute or disagreement concerning the application, interpretation or meaning of this Agreement, Rules and Regulations or disciplinary action taken against a bargaining unit employee involving a written reprimand, suspension, demotion, or dismissal.

14.8.2 "Grievant" - A grievant is any employee, group of employees or Party who files a grievance under the procedures set forth in this Article.

14.8.3 "Time" - All time periods referred to herein shall be measured in working days, Monday through Friday excluding holidays recognized by the County.

14.8.4 "Settlement"- means the agreed-upon resolution of the grievance, set out in writing and signed and dated by the parties.

14.8.5 "Waiver"- Any step of this procedure may be waived by mutual agreement of the Parties.

14.9 Time Limits.

14.9.1 All time limits set out in this Article shall be of the essence and strictly enforced. Any of said time limits may be extended with respect to a specific grievance by written agreement of the parties to the grievance.

14.9.2 If the County fails to respond within the designated time limits, the grievance shall be deemed denied, and shall be advanced to the next step of the grievance procedure. If the grievant fails to appeal to the next step within the time limits, the grievance shall be deemed settled on the basis of the County's last response.

14.10 Resolution of Employee Grievances.

14.10.1 Informal Resolution Step: A grievant and his Union representative may at any time prior to the filing of a formal grievance, first attempt to resolve the matter informally with his Department Director/Elected Official.

14.10.2 Step One:

a. If the grievance is not settled at the informal step, the grievant may advance the grievance to Step One by submitting a formal written grievance within ten (10) days of the event giving rise to the grievance, or within ten (10) days of the grievant's becoming aware of the event giving rise to the grievance and submitting the same to his Department Director/Elected Official. The formal written grievance shall identify the current grievance step, the event upon which the grievance is based and the date upon which it is alleged to have occurred, the specific provision(s) of the Agreement which are alleged to have been breached and the remedy sought. The grievance shall be dated and signed by the grievant(s). The grievant may, at any step of this procedure, request the assistance of his steward, or other formally designated Union representative or officer, to prepare the grievance form, process the grievance or otherwise represent the grievant.

b. The recipient of the grievance shall note the date and time of receipt on the grievance form, and shall respond in writing within ten (10) days from the date of receipt. The response shall be made on the grievance form and a copy of the completed form shall be returned to the grievant, steward or Union representative, as the case may be.

14.10.3 Step Two:

a. If the grievance is not settled at Step One of this procedure, the grievant may, within ten (10) days of receipt of the Step One response, appeal the grievance to the County Manager or his

designee. The Step Two grievance shall identify the current grievance step, the event upon which the grievance is based and the date upon which it is alleged to have occurred, the specific provision(s) of the Agreement which are alleged to have been breached and the remedy sought. The County Manager's Office shall note the time and date of receipt of the appeal on the grievance form. A conference to discuss the grievance and any settlement thereof shall be scheduled by the parties within five (5) days of receipt of the appeal. This meeting shall be convened at the mutual convenience of the parties, but no later than five (5) days after having been scheduled. If the grievance is settled at the conference, the settlement shall be reduced to writing, noting the terms thereof, the date and the time of settlement, and shall be signed by the parties, and the grievant, if appropriate.

b. If the grievance is not settled at the Step Two conference, within ten (10) days thereof, the County Manager or designee shall set out his response to the grievance in writing, either on the grievance form, or attached thereto. The response shall be signed, dated and attached thereto. The response shall be signed, dated and returned to the grievant, steward or Union representative, as the case may be.

c. Upon being appealed to the Step Two conference, the grievance shall be treated as a final document, and no amendments shall thereafter be permitted.

14.11 Arbitration.

14.11.1 If the grievance is not settled as the result of the County Manager or designee's Step Two written response, the grievance may, within ten (10) working days thereof be submitted to Arbitration.

14.11.2 Arbitration shall be limited to any difference, dispute or disagreement concerning the application, interpretation or meaning of this Agreement, and disputes concerning disciplinary actions involving suspension, demotion or dismissal. Arbitration shall not be available when other avenues for relief are available such as relief that may be obtained through the filing of charges with the Human Rights Commission, EEOC or the filing of a worker's compensation claim.

14.11.3 The County shall maintain a panel of no fewer than three (3) qualified Arbitrators.

14.11.3.1 Upon the expiration of the RFP that caused the current panel to be seated or if the panel is constituted of fewer than three (3) arbitrators the parties shall issue a new RFP utilizing the selection procedure contained in the 2003-2005 collective bargaining agreement.

14.11.4 The parties shall attempt to agree on an Arbitrator from the list of names appearing on the panel of approved Arbitrators. In the event they are unable to agree, the grieving party shall strike the first name from the list of Arbitrators and thereafter the parties shall alternately strike names until only one-name remains. That individual shall serve as the Arbitrator.

14.11.5 The parties shall share the costs of Arbitration proceedings equally including the Arbitrator's fees and any costs imposed for use of facilities. Each party shall bear its own costs, including but not limited to expert witness fees, costs of reproduction of documents, and attorney's fees.

14.11.6 The grievant may have no more than two (2) personal representatives, one of whom may, but need not, be an attorney, represent him at any stage of the grievance procedure or at the Arbitration proceedings.

14.11.6.1 Unless otherwise agreed by the parties, each party shall be limited to a maximum of five (5) hours to present its case.

14.11.7 As a condition of employment, employees shall be required to appear as witnesses in grievance hearings when requested.

14.11.8 The Arbitrator shall have no authority to add to or to arbitrate away in whole or in part any provision of this Agreement. The Arbitrator shall, within the time limits set forth below, issue his award and a written opinion in support thereof. His opinion and award shall be confined to an interpretation of the Agreement and a resolution of the specific grievance under consideration, as set forth at the Step Two conference. The Arbitrator shall have no authority to determine any issue not specifically so submitted. The Arbitrator shall have no authority to grant interest in connection with any award of back pay or benefits.

14.11.9 The opinion and award of the Arbitrator shall be final and binding on the parties to the extent provided by applicable law or regulation.

14.11.10 The Arbitrator's opinion and award shall be transmitted to the parties by first-class mail within thirty (30) days of close of the hearing, unless otherwise agreed by the parties.

14.11.11 The parties may agree to expedited Arbitration and request the Arbitrator to issue his opinion and award orally from the bench at the conclusion of the hearing, or upon agreement by the parties, may issue a summary opinion and award prior to the expiration of thirty (30) days.

14.11.12 A party at its own cost, may request that a certified Court Reporter attend and transcribe the Arbitration hearing. In such event the Party making such request shall bear the cost of the Court Reporter. Each party shall bear the cost of its own copy of the transcript.

14.11.13 In the event a Court Reporter is not requested, a recording of the hearing shall be made by the County. A copy of the tape recording, which shall serve as the official transcript of the hearing, shall be provided to the parties at actual cost of the cassettes.

ARTICLE 15

STRIKES, STOPPAGES AND LOCKOUTS

15.1 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.

15.2 No employee shall, in concert with any other person, 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.

15.2.1 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:

a. Disavow such action by employees and notify the County Manager in writing that such action by employees has not been called or sanctioned by the Union;

b. 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.

c. Comply with Section 2-201 et. seq. of the Bernalillo County Code.

15.2.2 In the event the Union fails to fulfill its responsibilities set out in Article 15.2.1, 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 or regulations.

15.2.3 The County reserves the right to discipline any employee who participates in any activity which is in violation of this Article.

ARTICLE 16

LEAVES AND SCHEDULING

16.1 Requests or Use of Leave. It is the County's policy to approve all requests for leave in a fair and equitable manner, consistent with Departmental staffing requirements. Inappropriate requests or use of leave may result in such leave being denied, or the leave may be deemed as unauthorized.

16.2 Unauthorized Leave Without Pay (ULWP). Employees who fail to appear for work without authorized leave shall be considered to be on Unauthorized Leave Without Pay and may be subject to disciplinary action up to and including dismissal. Employees shall not be paid for any periods of unauthorized leave and shall not accrue sick or annual leave during periods of unauthorized leave. Unauthorized absence for three (3) or more consecutive work days shall be considered as *abandonment* of the position and voluntary resignation with the County.

16.3 Leave Without Pay (LWOP). The Department Director/ Elected Official may authorize leave without pay for six (6) months or less, upon written request of the employee concerned. An employee shall be returned to his former position or be reassigned to a comparable position if the employee returns to work within six (6) months of the day LWOP became effective. This requirement may be waived by written agreement of the employee. The County shall have no obligation to return the employee to his former or comparable position if the LWOP is for a period greater than six (6) months. Requests for LWOP in excess of six (6) months shall be in writing and directed to the County Manager. Neither annual leave nor sick leave shall be accrued while on LWOP. Failure to report back to work upon expiration of approved LWOP shall be considered as ULWP.

16.4 Bereavement Leave. Bereavement leave is leave with pay for which the employee is not charged due to the death of an immediate family member. Employees shall be required to provide documentation which evidences proof of familial relationship. Failure to provide such proof shall result in the employee being charged with Unauthorized Leave Without Pay. Emergency Leave may be granted based on the following schedule:

16.4.1 For the death of an employee's grandmother, grandfather, mother, father, sibling, spouse, children, either adopted or biological, or grandchildren, nieces, nephews and like relatives of employee's spouse up to five (5) work days.

16.4.2 For the death of an employee's great-grandparents, aunts (sister of the employee's parents), uncles (brother of the employee's parents), nieces, nephews and like relatives of the employee's spouse within New Mexico up to three (3) work days.

16.4.3 For the death of an employee's grandparents, great-grandparents, aunts (sister of the employee's parents), uncles (brother of the employee's parents), nieces, nephews, and like relatives of the employee's spouse outside of New Mexico up to five (5) work days, however, the employee must provide proof of travel and a copy of the death certificate or obituary. When an employee travels by automobile, the employee must provide a copy of the

death certificate within thirty (30) days of returning from leave. If the employee does not provide a copy of the death certificate within thirty (30) days the employee shall be charged with leave without pay.

16.5 Annual Leave. All employees covered by this Agreement shall be entitled to annual leave with pay in accordance with the following schedule:

Seniority	Reg. Hrs. Worked	Accrual	Days Accrued
6 month - 59 months	20	1.0 hrs	13.0 days
60 months - 119 months	20	1.3 hrs	16.9 days
120 months - 179 months	20	1.5 hrs	19.5 days
180 months - 239 months	20	1.7 hrs	22.1 days
240 months - 299 months	20	2.0 hrs	26.0 days
Over 300 months	20	2.2 hrs	28.6 days

16.5.1 An employee requesting annual leave for a period of three (3) days or less shall submit the request to his Department Director/Elected Official, in writing, at least two (2) days in advance of the effective date of the requested leave. Annual leave shall be granted or denied at the time requested.

16.5.2 Requests for annual leave in excess of three (3) consecutive days shall be submitted to his Department Director/Elected Official, in writing, at least one (1) week in advance of the effective date of the requested leave.

16.5.3 Annual leave shall be approved on a first-come, first-served basis. However, when two (2) or more employees request the same time-off, seniority shall control.

16.5.4 During each full calendar year of employment, no more than thirty-six (36) working days of accrued annual leave may be carried forward into the following calendar year.

16.5.5 The County shall, upon request, pay the estate of a deceased employee the full cash equivalent of the accrued annual leave as of the employee's last date worked.

16.5.6 The County shall pay an employee, who separates their employment with the County the full cash equivalent of accrued annual leave upon such employee's separation from service with the County.

16.5.7 Any employee who is requested to or does work during his/her approved annual leave period shall be compensated for such work at the appropriate rate of pay. In addition, the employee shall be re-credited the annual leave.

16.6 Administrative Leave. For the purpose of this Agreement, an employee placed on Administrative Leave shall be required to call-in on a daily basis as directed at the time the employee is placed on such leave status. Call-in shall not be required on the employee's regular days off or those holidays recognized in ARTICLE 11 of this Agreement.

16.7 Educational Leave. Employees may be granted leave with pay to attend approved courses

which contribute to the employee's job performance or job advancement within the County, at local high schools, vocational schools or colleges. Any employee who does not receive a passing grade shall be required to reimburse the County for all compensation received.

16.8 Military Leave. All employees authorized military leave shall be granted such leave in accordance with applicable state and federal law and/or executive orders. It is the responsibility of the employee to provide his Department Director/ Elected Official or designee with notification of the required absence at least (15) fifteen days prior to the commencement of leave or promptly upon receiving such notification. The employee shall also provide his Department Director/Elected Official or designee a copy of the military orders if such orders are written.

16.9 Jury Duty Leave. An employee, when called for jury duty by a federal, state, metropolitan or magistrate court, shall be given a paid leave of absence, provided that the employee provides adequate proof of dates and time served and returns to the County the jury fee received (other than meals and travel allowances).

16.10 Family and Medical Leave Act Leave. Employees may also be entitled to leave as provided under the Family and Medical Leave Act.

ARTICLE 17

SICK LEAVE

17.1 Sick leave shall accumulate without limitation, at the rate of one (1) hour for each twenty (20) regular straight-time hours in a paid status.

17.1.1 Sick Leave shall not qualify as time worked for the purpose of calculating overtime.

17.2 Sick leave shall be granted when an employee is unable to perform normal job duties due to personal, spousal, or parental medical considerations including, but not limited to illness, injury, pre-approved medical or dental examinations, quarantine, therapy, or counseling.

17.3 Sick leave shall not be used for relief from the effects of a second job (moonlighting). Violation of this provision may result in disciplinary action up to and including dismissal. An employee on sick leave shall be considered as having voluntarily terminated employment if they engage in other forms of employment during that period. An Employee dismissed for cause shall forfeit all accumulated sick leave.

17.4 A physician's note shall be required when an employee has used three (3) or more consecutive days of sick leave. An employee may be required to submit a physician's certificate for an absence when an employee has utilized fewer than three (3) consecutive days of sick leave, if the County determines that a pattern of sick leave abuse or misuse is being established by an employee.

17.4.1 A physician's certification may be requested by the Elected Official/Department Director to support sick leave when a pattern of absences develops. Pattern of absences is defined as, but is not limited to, when an employee's attendance record shows a sequence of absences, i.e., always Mondays and Fridays, in conjunction with scheduled days off, in conjunction with holidays, certain weeks during a month, following pay day, etc. Failure to submit a physician's certificate when requested shall prohibit the employee from receiving sick leave with pay for the period in dispute and may result in disciplinary action up to and including dismissal.

17.5 An employee on sick leave shall be considered as having terminated employment without notice if they engage in other forms of employment, regardless of whether such employment has been approved by the County.

17.6 As a benefit and incentive for the proper use of sick leave benefits, employees may convert accrued sick leave as follows:

17.6.1 An employee who has accrued more than sixty-four (64) hours of sick leave in the twelve (12) month period beginning on November 1 and ending on October 31 of each year shall be eligible to receive a cash payment for a maximum of forty (40) hours of regular straight time pay for all such hours in excess of sixty-four (64) accrued within that calendar year. Payment for the excess hours shall be made the first payday in December. All such converted hours shall be deducted from the employee's sick leave balance.

17.6.2 Convert any amount of sick leave in excess of two hundred and fifty (250) hours to annual leave at the rate of three (3) sick leave hours for each one (1) annual leave hour when such hours are to be used within a designated payroll period. Convert any amount of sick leave in excess of four hundred and fifty (450) hours at the rate of two (2) sick leave hours for each one (1) annual leave hour when such hours are to be used within a designated payroll period. Convert any amount of sick leave in excess of eight hundred (800) hours to annual leave at the rate of three (3) sick leave hours for each two (2) annual leave hours when such hours are to be used within a designated payroll period. Conversion of sick leave to annual leave pursuant to this provision requires the prior written approval of the employee's immediate supervisor.

17.6.3 An employee who is eligible for retirement under the Public Employees Retirement Act may convert up to a maximum of 1000 hours of all accrued and unused sick leave to annual leave at the rate of one (1) hour of sick leave for one (1) hour of annual leave. An employee, who is eligible for retirement, may convert all remaining accrued and unused sick leave hours at a rate of three (3) sick leave hours for two (2) annual leave hours.

17.7 Contribution of Leave to Fellow Bargaining Unit Employee.

17.7.1 An employee may contribute up to five (5) days of their sick or annual leave balance to another employee within the White Collar Bargaining Unit when the following criteria are met:

17.7.1.1 The employee is in need of sick leave time due to critical illness or injury suffered by the employee as determined by Human Resources;

17.7.1.2 The contributing employee has an accumulated sick leave balance in excess of 80 hours;

17.7.1.3 The contributing employee has an accumulated annual leave balance in excess of 80 hours; and,

17.7.1.4 The sick or annual leaves hours contributed are transferred from one employee to another in hourly increments.

1

7.7.2 Hours transferred shall be converted to the other employee's account based on value of hours contributed, but recorded as converted hours based on value of hours used.

17.7.3 An employee using contributed hours will be assured a County position for which he qualifies as a position becomes available, but will give up the right to his current position once he has started using contributed hours. An employee on contributed hours shall be considered on leave without pay and shall not accrue sick and annual leave. An employee receiving worker's compensation shall not receive contributed hours.

ARTICLE 18

WORK WEEK, PAY PERIOD, MEAL PERIOD, REST PERIOD, OVERTIME, NO PYRAMIDING

18.1 Work Week: The work week shall begin at 12:00 AM Saturday and end at 11:59 PM on Friday.

18.2 Work Schedules: A normal work week shall be forty (40) hours per week consisting of five (5) consecutive days of eight (8) hours per day or four (4) consecutive days of ten (10) or (12) hours per day; or a flexible work schedule as approved by the Division Director/Elected Official.

18.3 Pay Period: A two-week period of which there are twenty-six (26) specified per year.

18.4 Paycheck Disbursal: The County shall disburse paychecks from the Payroll Department to the authorized department representative normally by 10:00 AM on that payday. The authorized representative shall distribute paychecks to all employees in the department in an expeditious manner upon his return to the department. The department shall disburse paychecks for personnel employed in swing or graveyard shifts on the day proceeding the normal payday after 3:00 PM. In the event that the County implements mandatory direct deposit, this section shall be void.

18.5 Meal Periods: Employees with a work schedule of less than eight and one-half (8 ½) hours per day in a five (5) day period or a ten (10) or twelve (12) hours per day in a four (4) day period shall not receive a meal period. Work schedules spanning eight and one-half (8 ½) hours per day in a five (5) day period shall include a thirty (30) minute unpaid meal period. Work schedules spanning nine (9) hours per day in a five (5) day period shall include a one (1) hour unpaid meal period.

18.6 Rest Periods: All employees shall receive two (2) fifteen (15) minute rest periods each work day. Management shall schedule such rest periods and they shall not be accumulated from day to day. Employees who are required to work at least two (2) hours overtime, at the end of a work day, shall be provided with an additional rest period prior to commencing their required overtime.

18.6.1 Employees with a work schedule of less than eight and one-half (8 ½) hours per day in a five (5) day period or a ten (10) hours per day in a four (4) day period may combine their two (2) rest periods for a thirty (30) minute paid meal period.

18.7 Job Abandonment: An employee who fails to report to work, or who fails to comply with reporting requirements while on administrative leave, for three (3) consecutive work days, without prior written authorization shall be considered to have abandoned his position and resigned his County employment and is not eligible for rehire.

18.8 Overtime: Employees shall be paid at the rate of time and one-half their regular rate of pay for all time worked in excess of forty (40) hours in any one work week. All overtime shall be authorized by the Department Director/Elected Official or his designee, according to financial and budgetary constraints. Holidays shall be counted

as hours worked for overtime calculation purposes. Administrative leave, sick leave, annual leave and any other form of approved leave for which the employee receives compensation shall not be counted as hours worked for purposes of calculating overtime pay.

18.8.1 Each Department shall prepare, maintain and post a current overtime list. Employees may sign up for overtime during the two (2) week pay period immediately proceeding each calendar quarter. The voluntary overtime list shall remain in effect for the calendar quarter. Volunteers shall be assigned overtime in seniority order on a rotating basis. Volunteers who have been offered overtime shall be moved to the bottom of the list, irrespective of whether the overtime assignment has been accepted. If the above procedure has been followed and there are an insufficient number of volunteers, overtime shall be assigned on the basis of reverse seniority. Employees so assigned this "forced overtime" shall be required to fulfill such assignments. However, no employee shall be required to work more than two (2) consecutive "forced overtimes" in a row for four (4) hours or more. For health and safety reasons, if an employee is required to work two (2) consecutive "forced overtimes," he shall not be required to work another "forced overtime" until a period of forty eight (48) hours has elapsed from the end of the last "forced overtime."

18.8.2 In the event overtime is required at the end of a particular shift, for a period not to exceed three (3) hours, the County shall offer the overtime to the most senior qualified employee on duty or on the employer's premises, in lieu of utilizing the procedure set forth in Article 18.8.1. Employees shall not be required to work overtime at the end of their last regular scheduled shift prior to leaving for authorized pre-approved leave.

18.8.3 Consecutive forced overtime is defined as any two (2) forced and worked overtime periods of four (4) hours or more within a 48-hour period. The 48-hour period begins with the first hour of overtime worked.

18.8.4 Employees who work sixteen (16) consecutive hours must be in an off-duty status for a period eight (8) Consecutive hours before resuming work.

18.8.5 Voluntary overtime will be cancelled if there is an earlier shift that needs to be immediately filled utilizing low-person or on calls.

18.9 Stand-by. Stand-by status is defined as duty status wherein an employee is required and assigned to be available for immediate call-out at times when the employee is otherwise not assigned to his regular duty post. During such stand-by period, the employee shall be issued a pager and expected to remain fit for duty within range of the paging system.

18.9.1 Employees shall not be assigned stand-by duty for time periods of less than seven (7) consecutive days in duration.

18.10 Call Out: When an employee is called to return to work after his regularly scheduled shift and before his next regularly scheduled shift he shall be guaranteed at least two (2) hours pay.

18.11 No Pyramiding: Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

ARTICLE 19

WAGES

19.1 Effective the first full pay period following July 1, 2012 bargaining unit employees shall receive a two percent (2%) increase in their base rate of pay. Effective the first full pay period following July 1, 2013, bargaining unit employees shall receive a two percent (2%) increase in their base rate of pay.

19.2 Employees on the swing shift shall receive a seven percent (7%) per hour shift differential pay. Employees serving on the graveyard shift shall receive seven percent (7%) per hour shift differential pay.

19.3 In the event an employee works a split shift, the employee shall be compensated for the entire shift at the higher shift differential rate provided that four (4) or more hours are worked on a shift eligible for such pay, (e.g., four (4) hours on day shift and four (4) hours on swing shift would make the employee eligible for eight (8) hours at seven percent (7%) per hour differential pay.)

19.4 The parties agree to open negotiations for language only for the second year of this Agreement. The parties shall commence negotiations for the second year during the first week of June.

19.5 Bilingual: Any employee who in the furtherance of their position is able to utilize bilingual skills, and that employee is certified by the County Human Resources Department as bilingual, shall be compensated for the use of that skill at the rate of twenty-five Dollars ($25.00) per pay period. The County Human Resources Department shall establish standards and test criterion by which individuals shall be certified as eligible to receive bilingual pay.

19.6 Longevity Pay: Employees shall receive compensation for length of service based on the following schedule to become effective the first full pay period in July 2012:

120 Months – 179 Months----$100.00 per pay period
180 Months – 239 Months----$150.00 per pay period
Over 240 Months----------$200.00 per pay period

ARTICLE 20

INSURANCE COVERAGE

20.1 Health. For each employee who elects to participate, the County shall pay up to a maximum of eighty per cent (80%) of the monthly premium for any health insurance plan offered to employees by the County. The employee shall pay the balance of the monthly premium.

20.2 Dental. For each employee who elects to participate, the County shall pay up to a maximum of seventy per cent (70%) of the monthly premium for any dental insurance plan offered to employees by the County. The employee shall pay the balance of the monthly premium.

ARTICLE 21

PERSONAL PROPERTY REPLACEMENT

21.1 The County shall reimburse the employee who has not been negligent for damage to glasses (frames and lenses), dentures, watches, hearing aids or any article of regulation uniform, based upon current/replacement value, when such items are lost or damaged as a result of duty requirements. The following steps must be implemented:

21.1.1 The employee must provide three (3) written bids.

21.1.2 Submit the claim on an Incident Report to the employee's immediate supervisor on the date of occurrence, if possible but no later than the employee's next active duty shift.

21.1.3 Submit the claim with the damaged equipment or personal property and receipt.

21.2 The request for reimbursement shall be reviewed by the County Finance Department.

21.3 If all of the above-criteria have been satisfied, the County shall pay the amount of the lowest bid.

21.4 This process shall be accomplished within twenty (20) days of occurrence.

ARTICLE 22

WORKERS' COMPENSATION/INJURY TIME

22.1 An employee injured on the job or suffering from occupational diseases, as defined in the New Mexico Workers Compensation Statute, shall receive Worker's Compensation benefits as prescribed by law.

22.2 Upon employment, employees shall complete a preexisting condition form for submittal to the State of New Mexico Subsequent Injury Fund Administrator.

22.3 All job-related injuries requiring medical attention shall be reported to the employee's immediate supervisor as soon as possible, but in any event, no later than fifteen (15) days following the accident. The County's Risk Management Department shall receive a "First Report of Accident Form" within forty-eight (48) hours of the accident, but in no event later than fifteen (15) days after the accident.

22.4 An employee who incurs a job-related injury/illness shall visit a County contracted physician. The County contracted physician, and/or his professional team may treat the employee or refer the employee to a non-contract physician depending upon the nature of the medical problem.

22.5 When an obvious medical emergency situation exists, the employee shall be taken, or go to the nearest emergency room or urgent care center. Treatment subsequent to emergency treatment shall be coordinated by the County contract physician.

22.6 An employee who works a minimum of forty (40) hours per week is eligible for a maximum of eight hundred (800) working hours, twenty (20) weeks, of injury time compensation.

22.6.1 During the eight hundred (800) hour period of injury time, the County shall pay the employee's share of all those employee benefits sponsored by the County.

22.6.2 In the event that two-thirds (2/3) of the employee's gross salary exceeds the maximum paid by Worker's Compensation, the County will pay the employee the difference between the amount paid by Worker's Compensation and the two-thirds (2/3) of the employee's gross salary during the eight hundred (800) hours of injury time. However, the County shall not be responsible for paying the difference if the Worker's Compensation benefit is reduced as the result of a garnishment, tax levy or other Court Order.

22.6.3 An employee injured on the job may use accrued annual or sick leave for each regularly scheduled work day after the injury occurs for all such days not paid by Worker's Compensation. Employee shall not be entitled to any Worker's Compensation benefit for all days where annual leave or sick leave was received by the employee in lieu of Worker's Compensation. Annual

leave or sick leave used by the employee in lieu of Worker's Compensation shall be re-credited to the employee upon receipt of the reimbursement by Worker's Compensation after the expiration of the statutory waiting period.

22.6.4 An employee shall accrue annual leave and sick leave while on injury time.

22.7 In the event of a lump sum settlement with Worker's Compensation, the settlement shall be adjusted for the injury time payments previously received, provided that in no case shall the deduction exceed the amount of the lump sum settlement.

22.8 An employee shall return to his former position or be reassigned to a comparable position if the employee obtains a physician's certification indicating that the employee is able to return to work and perform the essential functions of his position and the employee returns to work within six (6) months of the date of injury.

22.9 An employee returning from Worker's Compensation disability may return to Light Duty if an appropriate position is available or the County may accommodate the employee by modifying the job requirements and the employee's physician certifies that the employee is capable of returning to a modified work schedule.

22.10 An employee on light duty will not be placed in a position which could jeopardize or aggravate their physical condition. The intent of this provision is to permit the return to work as soon as it is medically possible.

ARTICLE 23

CAMPAIGNING FOR PUBLIC OFFICE

23.1 The work place should be maintained in a manner so that partisan politics do not influence the operations of the County. A potential for a conflict of interest exists when public employees engage in political activities while on duty. In order to lessen the likelihood of such conflicts, without unduly restricting an individual's rights to seek public office, the following procedures shall be followed:

23.1.1 Any employee wishing to run for a political office within Bernalillo County government shall take a leave of absence, using paid annual leave or leave without pay, effective immediately upon filing official notice with the Bernalillo County Clerk of intent to seek such office. The concerned individual shall remain in the leave status until certification of the general election in the event that he is victorious, or until he has officially withdrawn from the election or has been eliminated in a primary election.

23.1.2 The County shall approve all requests for leaves of absence to run for Bernalillo County office.

23.1.3 In the event any amendment of Bernalillo County Code Section 2-41 alters an individual's rights to seek public office, this ARTICLE shall immediately become the subject of renegotiation.

ARTICLE 24

DRUG AND ALCOHOL TESTING

24.1 The use of drugs and alcohol, whether on or off the job or for "recreational purposes" or otherwise, constitutes a serious threat to the health and safety of the public, to the safety of the employees, and to efficient operation of the County. In recognition of this principle, the following procedure shall be utilized to eliminate the adverse impact of drugs and alcohol in the workplace:

24.1.1 An employee shall be required to undergo a drug/alcohol test if there is a reasonable suspicion that the employee's alcohol or drug use could impair job performance and/or safety.

24.1.2 Reasonable suspicion shall mean that there is objective evidence, based upon known specific, articulable observations of the employee's appearance, behavior, speech or body odor that would lead a reasonable person to believe that the employee is under the influence of alcohol or drugs while on duty.

24.1.3 When a reasonable suspicion has been developed to lead a supervisor, Department Director, Assistant Director, Elected Official or Deputy to believe that an employee is under the influence of drugs or alcohol, he may order an analysis of the concerned employee's breath or urine for the exclusive purpose of detecting the use of drugs or alcohol. The Department Director/Elected Official or his designee may order such analysis.

24.1.4 The County shall be responsible for transporting the employee to the testing site.

24.1.5 The employees listed hereunder shall undergo an analysis of his breath or urine for the purpose of detecting the use of drugs or alcohol prior to commencing such assignment. In addition, such employees shall be subject to random testing of their breath or urine and shall appear for such testing immediately upon being notified by the Department Director or Elected Official:

a. Emergency Communications Personnel;

b. Court Security Officer;

c. Evidence Technician;

24.2 Any employee who is involved in an accident with a County owned vehicle, or personally owned vehicle during the course and scope of their employment, shall be required to submit to a post-accident breath and urine test. An accident shall be defined as all events involving a County vehicle during the course and scope of their employment which results in damage to any vehicle, injury to a person or damage to any property.

24.3 Any employee required by his assignment to maintain a Commercial Driver's License (CDL) shall be subject to the provisions of the County's Substance Abuse and Alcohol Misuse Policy.

24.4 Self-Identification. An employee who believes or suspects that he may have a problem with controlled substance use and/or alcohol misuse may voluntarily identify themselves to the County Personnel Department's Controlled Substance and Alcohol Coordinator (CSAC) or CSAC's designee. The CSAC or CSAC's designee shall refer the employee to the County Employee Assistance Program (EAP) for evaluation by a Substance Abuse Professional (SAP).

24.4.1 Within three (3) working days of self-identification, an employee shall elect to participate in the County approved treatment plan or resign from employment with the County, or otherwise be subject to dismissal from the County of Bernalillo.

24.4.2 If the SAP determines that an employee who has self-identified for alcohol misuse also abuses substances or that an employee who has self-identified for substance abuse also misuses alcohol, the SAP can require that the employee be tested for substance abuse and alcohol misuse.

24.4.3 An employee may self-identify at anytime except within thirty-two (32) hours after an accident or after being notified that they must submit to a pre-employment, random or reasonable suspicion testing and shall only be allowed to self-identify once for either substance abuse or alcohol misuse during any employment with the County, regardless of any break-in-service or change in job position.

24.4.4 All costs of the initial evaluation by the SAP shall be the County's responsibility. All costs for counseling or rehabilitation shall be the employee's responsibility.

24.4.5 An employee who self-identifies shall only be granted leave in conjunction with self-identification as determined necessary by the SAP. In the event the SAP determines leave is necessary, the employee shall be granted either annual leave, sick leave or leave without pay status.

24.4.5.1 In the event the employee is eligible for benefits under the Family and Medical Leave Act (FMLA), any leave taken by the employee, either paid or unpaid, shall be considered leave taken under FMLA.

24.4.6 An employee who self-identifies is subject to substance abuse and/or alcohol testing at the discretion of the SAP any time between self-identification and when the SAP's certifies the employee is again able to perform his job duties.

24.4.7 An employee who self-identifies shall be in compliance with the County approved treatment plan upon the SAP's certification that the employee is able to perform his job duties, but in no event shall the period to return to performing his job duties exceed ninety (90) calendar days after self-identification.

24.4.7.1 Compliance with the County approved treatment program means that the employee has submitted to a return-to-duty substance abuse test with a "verified negative" result and/or an alcohol test with either an alcohol concentration of 0.02 or less or an alcohol concentration of zero if any use of alcohol is prohibited by the employee treatment plan, and the employee is cooperating in the County approved treatment plan.

24.4.7.2 Non-compliance with the County approved treatment plan shall subject the employee to dismissal.

24.4.8 Once an employee has been released to work after self-identification and return-to-duty testing, the employee shall be subject to unannounced follow-up alcohol and/or controlled substance testing as directed by the Substance Abuse Professional (SAP). An employee shall be subject to a minimum of at least six (6) tests in the first twelve (12) months following the employee's return-to-duty.

24.4.9 An employee who undergoes a controlled substance test at any time after self-identification, and receives a "verified positive" result, is subject to disciplinary action, up to and including dismissal.

24.5 In the event the County requires an employee to submit to a "reasonable suspicion" drug or alcohol test, the County shall place the employee on paid Administrative Leave pending the final test results.

24.5.1 The County shall bear the cost of the initial drug or alcohol test. The employee shall bear the cost of a retest of the original sample. The County shall reimburse the employee for the cost of the retest in the event the result of the retest is negative.

24.5.2 An employee who tests positive for drugs or alcohol shall be subject to disciplinary action up to and including dismissal.

24.5.3 Any employee who refuses to appear for drug or alcohol testing shall immediately be removed from assignment and shall be subject to disciplinary action up to and including dismissal.

24.6 Random Testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of employees.

24.6.1 The dates for administering unannounced testing of randomly-selected employees shall be spread reasonably throughout the calendar year; and

24.6.2 The number of employees randomly selected for drug/alcohol testing during the calendar year shall be a minimum of twenty percent (20%) and a maximum of fifty percent (50%) of the total number of employees in the pool.

24.7 Supervisors and managers will receive a minimum of sixty (60) minutes training on the effects of drug and alcohol specialized training. Non-supervisory employees will receive a minimum of sixty minutes training on the effects and consequences of prohibited drug and/or alcohol use.

ARTICLE 25

OUTSIDE EMPLOYMENT

25.1 An employee may engage in outside business activity or outside employment provided it is not inconsistent, incompatible, and does not conflict and does not interfere, with the proper discharge of the employee's duties and responsibilities as a County employee.

25.2 Approval for outside business activity or employment shall be secured from the Department Director/Elected Official or his designee prior to initiating such activity or employment.

ARTICLE 26

LABOR-MANAGEMENT RELATIONS COMMITTEE

26.1 Whenever the intent or interpretation of an Article or provision of the existing Agreement is in question, the contract negotiation teams responsible for having negotiated the then-current Agreement shall meet and advise the Labor-Management Committee as to the intent or interpretation of the parties, of the Article or provision as of the time the contract was negotiated.

26.2 The Labor-Management Relations Committee shall be composed of three (3) County representatives and three (3) Union representatives.

26.3 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.

26.4 No grievance over an issue of contract interpretation shall proceed to arbitration until after first presenting the matter to the Labor-Management Relations Committee.

ARTICLE 27

WORK OUT OF CLASSIFICATION/TRAINING

27.1 Work in a Higher Classification

27.1.1 If an employee is formally assigned, in writing or on a temporary basis, to perform the duties and assume the responsibilities of a classification higher than the employee's regular classification, the employee shall receive the entry level rate of pay of the higher classification or a five percent (5%) pay increase, whichever is greater, for the period of time that the employee is performing such duties as their primary responsibility.

27.1.2 To qualify for the pay increase, only one (1) employee may be assigned the responsibility of the vacant position in the higher classification. Assignments must be for a period of more than four (4) consecutive work days, and if extended will be allowed in increments of no fewer than one (1) work day.

27.2 Training. Employees shall be provided departmental training based on individual needs and the employee's qualifications, as determined by the Department Director. The training will have the goal of improving employee performance in carrying out assigned duties and to assist the employee in advancing to employment in a higher classification.

ARTICLE 28

MEMBERSHIP AND CHECK-OFF OF UNION DUES

28.1 During the term of this Agreement, an employee who is, or who may become, 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. The Dues Check-Off Authorization shall not include payment of initiation fees, assessments or fines levied by the Union.

28.2 Upon receiving a properly executed Dues Check-Off Authorization form from an employee, the County shall, as soon as practicable, effect such payroll deductions.

28.2.1 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.

28.2.2 Such deductions shall be strictly limited to the amount, as from time to time, may be certified in writing by the President of the Union as constituting the monthly dues or fees uniformly required as a condition of acquiring and retaining membership.

28.2.3 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. The employee must produce a valid photo ID to both the Union and Human Resources Department.

28.2.4 No deductions shall be made during any pay period in which an employee has insufficient wages to cover the authorized dues deduction.

28.2.5 The County shall upon written authorization from the employee on an "AFSCME PEOPLE" authorization form, withhold and forward to AFSCME any donation designated by the employee. Such a donation may be voluntarily withdrawn in accordance with Bernalillo County Resolution Number 28-85.

28.3 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.

ARTICLE 29

FILLING VACANT BARGAINING UNIT POSITIONS

29.1 Unless otherwise specified in this Agreement, the procedure for filling a vacant position with the County will be as follows:

29.1.1 The County shall determine if a vacant position is to be filled.

29.1.2 Vacant positions (entry level) within the bargaining unit shall be posted on appropriate bulletin boards throughout the County for a period of ten (10) consecutive working days.

29.1.3 The posting shall contain at least the following: job title, qualifications, days off, shift, hours, work location, rate of pay and closure date.

29.1.4 A copy of said posting will be provided to the President of AFSCME Local 2260 via inter-office mail.

29.1.5 Employees who believe they meet the minimum qualifications for a posted position vacancy will notify their department head that they wish to apply for it, and shall be allowed a reasonable time to contact the Human Resources Department prior to the expiration date of the circular. It is the employee's responsibility to supply all necessary information regarding their application to the Personnel Department prior to the expiration date to avoid disqualification as an applicant for the posted position.

29.1.6 To encourage advancement and career development, qualified employees shall be given an equal opportunity with other applicants to bid on vacant positions. In making selections, the County shall give a contributing factor to the employee-applicants over non-employee-applicants.

29.1.7 Where employee-applicants are equally qualified to perform the work required, the County shall select the most senior employee of those applying in the following manner; a contributing factor shall be given to applicants with division seniority, then department seniority, and then County-wide seniority.

29.1.8 Applicants who have been interviewed and who are not selected shall be so notified in writing by the County agent making the final selection. Such notification shall occur within five (5) working days of the effective date of the selection.

ARTICLE 30

PROMOTIONS AND TRANSFERS

30.1 The County may promote and transfer employees within the bargaining unit under the following conditions, provided a vacancy does not exist. When a vacancy does exist the provisions of Article 30 apply.

30.2 Promotions. Selection for promotion will be made on the basis of documented qualifications provided by the applicant and past performance on the job. These factors being equal, the most senior qualified employee will be selected to fill the position.

30.3 Transfers. The transfer of an employee may be made when it is approved by management provided:

30.3.1 The employee meets the qualification requirements as certified by the Human Resources Department.

30.3.2 It is in the best interest of the County.

30.3.3 Further training and development of an employee in another position would be beneficial to future staffing potential of the County.

30.4 Trial Periods After Promotions or Transfers. Employees who transfer positions or are promoted within County Service or who receive a promotion as a result of a position evaluation shall serve a forty-five (45) day trial period in that position, if he so qualifies. A written evaluation will be performed at the end of the trial period. Employees promoted within County Service will receive, from the first day, the entry-level salary or five percent (5%) increase whichever is greater.

30.4.1 During such trial period annual leave may be taken with the approval of the Department Director._However such period of annual leave or other form of authorized leave shall extend the trial period on a day for day basis. The date of the appointment or transfer to the new position shall be the date of the beginning of the trial period. Anytime during the trial period, and upon request from the employee or in the event an employee should prove unsatisfactory in a new position, the employee will be returned to the same position he or she vacated at the time of the promotion or transfer.

30.5 Employees, who in good faith, believe that management has made a work assignment selection as a form of discipline may utilize the grievance procedure as outlined in Article 14.

ARTICLE 31

PARTIAL INVALIDITY, SEPARABILITY AND WAIVER

31.1 This Agreement shall be effective upon ratification of the members of the collective bargaining unit and upon approval of the Board of County Commissioners and shall terminate at 12:00 midnight on June 30, 2013.

31.2 Should neither party to this Agreement request the opening of negotiations, at least one hundred twenty (120) days prior to June 30, 2013, this Agreement shall continue in full force and effect from year to year thereafter.

31.3 Should applicable law or circumstances render invalid, unenforceable or no longer appropriate any provision of this Agreement, the parties shall meet and attempt to negotiate a replacement for the affected provision, as well as any other provision whose interpretation or implementation is dependent or contingent thereon. Such replacement provisions shall become effective immediately upon ratification according to the respective procedures and regulations of the parties, and shall remain in effect for the duration of the Agreement.

31.4 In the event that a County policy conflicts with, or makes ambiguous, any provision of this Agreement, the parties may meet to negotiate a Memorandum of Understanding with respect to the affected provision, as well as any other provision whose interpretation or implementation is dependent or contingent thereon. Such Memorandum of Understanding shall be executed by appropriate representatives of the parties and shall remain in effect for the duration of the Agreement.

31.5 In the event that any of the provisions of this Agreement shall become invalid or unenforceable, such invalidity or shall not affect the remaining provisions thereof.

31.6 This Agreement specifically describes the entire Agreement between the parties. Any State and/or Federal statutes, County Ordinance, federal regulation or executive order shall take precedence over this Agreement. This Agreement shall take precedence over any conflicting County or Departmental Policy.

31.7 This Agreement is the only Agreement between the parties and supersedes any and all previous agreements and understandings.

31.8 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from collective bargaining, and the agreements arrived at by the parties after the exercise of that right and opportunity and are set forth in Agreement. Therefore, the County and the Union, for the life of this Agreement, each voluntarily gives the right and each agrees that they shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have

been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Provided however, this provision shall not constitute a waiver of the right to grieve the effect upon the bargaining unit of matters otherwise excluded hereby.

APPENDIX A

COMMUNICATIONS CENTER

CC.1 Bilingual - Any employee who in the furtherance of their public safety position is able to utilize bilingual skills, and that employee is certified by the County Human Resources Department as bilingual, shall be compensated for the use of that skill at the rate of twenty-five Dollars ($25.00) per pay period. The County Human Resources Department shall establish standards and test criterion by which individuals shall be certified as eligible to receive bilingual pay.

CC.2 Shift Bidding- On a semi-annual basis, employees shall be permitted to bid for shift and days off. Bidding shall be based on Departmental Seniority as defined in Article 9 of this Agreement. All bidding shall take place between December 1 and 15 and June 1 and 15. New shift assignments shall be effective the first pay period following January 1 and July 1. Once all bids are completed, and all employees have been assigned their days off, seniority shall not serve to allow an employee who transfers from one shift to another shift, at his own request, to displace another employee from his selection of assigned shift and days off. An employee who is transferred at the initiative of the Department may use his seniority to displace a less senior employee's selection of shift and days off. In the event that a position becomes available, after the shift bidding process has been completed, the vacant position will be posted for seven (7) days, will be offered to other employees in accordance with seniority.

CC.3 Stand-by Duty - A Communication Center employee assigned stand-by duty shall be paid two (2) hours at his overtime rate for each week so assigned. A Communications Center employee that misses any part of their stand-by duty shall make up the missed days in the primary on-call position the following week, the employee shall make up the missed stand-by days on their first available week following their approved leave.

CC.4 Overtime - After exhausting the voluntary overtime list the Communications Center may offer overtime to non-bargaining unit employees before utilizing the forced overtime.

CC.5 Forced Overtime - Any employee who refuses to appear for work when advised of a "forced overtime" shall receive a three (3) work day suspension.

CC.6 Shift Trades – The voluntary trading of shifts may be permitted between two employees within the same job title and job assignment when approved by the supervisor on a day-to-day basis. A written request for shift trade must be submitted to the supervisor at least twenty-four (24) hours prior to the time of the trade. Shift trades shall be done in full eight (8), ten (10), or twelve (12) hour increments.

Shift trades shall be approved or disapproved at the discretion of the supervisor. No employee shall execute a shift trade without first obtaining prior written approval. Employees will be allowed to participate in four (4) shift trades per calendar month. The employee who agrees to work the shift shall be responsible of execution of the shift. In the event the employee reports off for any reason such time shall be unauthorized leave

without pay at time and a half rate and the employee will not be allowed a shift trade for three (3) months.

CC.7 Inclement Weather: If the County elects to grant time off for inclement weather employees who are required to maintain necessary services shall be credited vacation time for the amount of time granted up to 2 hours, provided the employee is working their regular scheduled shift.

APPENDIX B

SHERIFF'S DEPARTMENT

SD.1 Shift Bidding- On a semi-annual basis, employees shall be permitted to bid for shift and days off. Bidding shall be based on Departmental Seniority as defined in Article 9 of this Agreement. All bidding shall take place between December 1 and 15 and June 1 and 15. New shift assignments shall be effective the first pay period following January 1 and July 1. Once all bids are completed, and all employees have been assigned their days off, seniority shall not serve to allow an employee who transfers from one shift to another shift, at his own request, to displace another employee from his selection of assigned shift and days off. An employee who is transferred at the initiative of the Department may use his seniority to displace a less senior employee's selection of shift and days off. In the event that a position becomes available, after the shift bidding process has been completed, the vacant position will be posted for seven (7) days will be offered to other employees in accordance with seniority.

SD.2 Protective Clothing and Clean-Up Time-The County agrees to provide smocks and/or other appropriate protective garments that will protect clothing of employees that come in contact with fluids or chemicals in the following operations: evidence processing, mimeograph operations, photographic and data processing. Employees in such positions shall also be provided up to ten (10) minutes without loss of pay to clean up prior to any meal period and prior to the completion of the work day.

SD.3 Stand-by Duty - A Sheriff's Department employee assigned stand-by duty shall be paid two (2) hours at his overtime rate for each week so assigned; provided the employee is able to fulfill at least four (4) days of the stand-by week.

SD.4 Overtime - After exhausting the voluntary overtime list the Sheriff's Department employee may offer overtime to non-bargaining unit employees before utilizing the forced overtime.

SD.5 Bilingual – Any employee who in the furtherance of their public safety position is able to utilize bilingual skills, and that employee is certified the County Human Resources Department as bilingual, shall be compensated for the use of that skill at the rate of twenty five Dollars ($25.00) per pay period. The County Human Resources Department shall establish standards and test criterion by which individuals shall be certified as eligible to receive bilingual pay.

SD.6 Shift Trades -The voluntary trading of shifts may be permitted between two employees within the same job title and job assignment when approved by the supervisor on a day-to-day basis. A written request for a shift trade must be submitted to the supervisor at

least forty-eight (48) hours prior to the time of the trade. Shift trades shall be done in full eight (8), ten (10), or twelve (12) hour increments.

Shift trade requests shall be approved or disapproved at the sole discretion of the supervisor. No employee shall execute a shift trade without first obtaining prior written approval. Employees will be allowed to participate in three (3) shift trades in a calendar month. Shift trades will involve not more than two employees. The employee who agrees to work the shift shall be responsible for execution of the shift. In the event the employee reports off for any reason such time shall be unauthorized leave without pay at time and a half rate and the employee will not be allowed to shift trade for three (3) months.

SD.7 Inclement Weather: If the County elects to grant time off for inclement weather employees who are required to maintain necessary services shall be credited vacation time for the amount of time granted up to 2 hours, provided the employee is working their regular scheduled shift.

APPENDIX C

MDC

MDC.1 Shift Bidding- On a semi-annual basis, employees shall be permitted to bid for shift and days off. Bidding shall be based on Departmental Seniority as defined in Article 9 of this Agreement. The Union and Management shall meet to develop the bid procedures prior to the posting of bid roster no less than thirty (30) days prior to the dates listed below. All bidding shall take place between December 1 and 15 and June 1 and 15. New shift assignments shall be effective the first pay period following January 1 and July 1. Once all bids are completed, and all employees have been assigned their days off, seniority shall not serve to allow an employee who transfers from one shift to another shift, at his own request, to displace another employee from his selection of assigned shift and days off. An employee who is transferred at the initiative of the Department may use his seniority to displace a less senior employee's selection of shift and days off. In the event that a position becomes available, after the shift bidding process has been completed, the vacant position will be posted for seven (7) days, will be offered to other employees in accordance with seniority.

MDC.2 Overtime - After exhausting the voluntary overtime list MDC may offer overtime to non-bargaining unit employees before utilizing the forced overtime.

MDC.3 Shift Trades -The voluntary trading of shifts may be permitted between two employees within the same job title and job assignment when approved by the supervisor on a day-to-day basis. A written request for a shift trade must be submitted to the supervisor at least forty-eight (48) hours prior to the time of the trade. Shift trades shall be done in full eight (8), ten (10), or twelve (12) hour increments.

Shift trade requests shall be approved or disapproved at the sole discretion of the supervisor. No employee shall execute a shift trade without first obtaining prior written approval. Employees will only be allowed to participate in four (4) shift trades per calendar month. Shift trade agreements will involve no more than two employees.

The employee who agrees to work the shift shall be responsible for execution of the shift. In the event the employee reports off for any reason such time shall be unauthorized leave without pay at time and a half rate and employee will not be allowed a shift trade for three (3) months.

MDC.4 Protective Clothing - The County agrees to provide smocks and/or other appropriate protective garments that will protect clothing of employees during the operations of property processing.

MDC.5 Bilingual – Any employee who in the furtherance of their public safety position is able to utilize bilingual skills, and that employee is certified by the County Human Resources Department as bilingual, shall be compensated for the use of that skill at the rate of twenty-five Dollars ($25.00) per pay period. The County Human Resources Department shall establish standards and test criterion by which individuals shall be certified as eligible to receive bilingual pay.

MDC.6 Inclement Weather: If the County elects to grant time off for inclement weather employees who are required to maintain necessary services shall be credited vacation time for the amount of time granted up to 2 hours, provided the employee is working their regular scheduled shift.

APPENDIX D
BERNALILLO COUNTY
AND AFSCME LOCAL 2260
GRIEVANCE FORM

Grievance Step:

Grievance #:

Name of Grievant:

Representative: _____

STATEMENT OF GRIEVANCE:

Date of Alleged Violation:

Provisions alleged to have been violated:

Event upon which grievance is based:

Remedy sought:

Signature of Grievant:

Title:

Receipt Acknowledged by Union/Management Representative:

Signature
Title
Date

Grievance Form
Page Two

Disposition of Grievance:

Deadline for appeal to next level is _____.

Receipt Acknowledged by Association/Management Representative:

Signature

Title

Date

IN WITNESS WHEREOF, the parties have executed this instrument by their duly authorized officers or representatives on the day and date first above written.

This contract being presented before the Board of County Commission at the November 13, 2012 Administrative meeting is passed, adopted, and signed to be effective July 14, 2012.

AFSCME 2260, AFL-CIO

Terri M. Hopp, President

THE BOARD OF COUNTY COMMISSIONERS
COUNTY OF BERNALILLO, NEW MEXICO

Art De La Cruz, Chair

Maggie Hart Stebbins, Vice-Chair

Simon A. Kubiak, Member

Michael C. Wiener, Member

Wayne A. Johnson, Member

APPROVED AS TO FORM:

Bernalillo County Legal Department

Date: 11/8/12

ATTEST:

Maggie Toulouse Oliver, County Clerk

BERNALILLO COUNTY COUNTY CLERK SEAL STATE OF NEW MEXICO

Sept. 13, 2012
~~July 26, 2012~~

Terri M. Hopp, Union President
White Collar Local 2260

Hand Delivered

RE: Side Bar Agreement for Article 13

Dear Ms. Hopp,

The parties have been unable to agree on the Union's proposed changes to Article 13 in the collective bargaining agreement concerning discipline. In order to address this issue, the County is providing this side bar letter.

Article 13 will remain as current language to be re-opened at the request of the union if necessary, after six (6) months. The Union may request to re-open Article 13 if there has not been a resolution to the concerns about the disciplinary process at Metropolitan Detention Center

Union proposal #1 for Article 13 is neither accepted nor rejected by this side bar agreement.

Sincerely,

9-13-2012

Michael A. Garcia
Chief Spokesperson

I have reviewed this side bar letter and agree to its terms.

Terri M. Hopp

9/13/2012
Date