AFSCME Local 1661
Court Security Specialists
Contract
2018-2020

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AGREEMENT

Entered into this 27th day of February 2018 between the County of Bernalillo, hereinafter referred to as the "County" and AFSCME Council 18, Local 1661, hereinafter referred to as the "Union" and will take effect upon approval of the Board of Bernalillo County Commissioners and end February 27, 2020.

The length of the agreement is two (2) years with an open on year two (2) for economics and two (2) articles.

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, 2nd Judicial District Court House and Juvenile Justice Center. 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 Court Security Specialists recognized by the Bernalillo County Commission, who are not otherwise restricted from being a member of the bargaining unit. The Parties agree that the Union has the sole and exclusive right to represent all such employees as their collective bargaining agent.

2.2 If the County establishes a new position which is not clearly excluded from the bargaining unit, or reclassifies an existing bargaining unit position, the County agrees to notify the Union president by means of a copy of the job description in question being posted for the bidding process. The parties may meet to discuss the job's category when it is in question. If an agreement is not reached at this meeting, the Union may submit the matter to the County Labor Relations Board for resolution.

2.3 This Agreement will supersede any department's standard operating procedures or policies.

ARTICLE 3

MANAGEMENT RIGHTS

3.1 The County, in accordance with applicable statutes, ordinances, rules and regulations, except as expressly limited, altered or modified by provisions of this Agreement or appendices hereto, or subsequent modification by written instrument signed by the Parties which shall specifically identify and refer to the particular ARTICLE and subsection of this Agreement addressed therein, retains the exclusive right and authority to:

3.1.1 (1) maintain the efficiency of government operations entrusted to it by law; (2) determine the Mission of County government (3) determine the resources to be allocated to accomplish the mission and goals of the respective County Departments as units of County government; (4) determine methods, means, and personnel by which the operations of the County's Departments are to be operated and conducted; (5) determine the number of employees to be employed and the capacity of such employment at any time; (6) act in furtherance of all other duties and responsibilities imposed upon it by the Constitution, federal and state statutes, ordinances and administrative regulations; (7) determine the location and operation of its facilities; (8) insure the maintenance of uninterrupted service to the community; and, (9) take all such actions necessary to maintain such service.

3.1.2 (1) direct employees, establish and enforce reasonable rules and regulations governing the Conduct and safety of its employees; (2) establish schedules and take such other actions necessary to carry out the functions entrusted to, or imposed upon, it and the County Departments by law; (3) hire, promote, transfer, assign, and retain employees in positions; (4) suspend, demote, dismiss and otherwise discipline employees for just cause; (5) lay-off or otherwise relieve employees from duty for lack of work or other legitimate reason; (6) determine qualifications for, and select and hire supervisory personnel; (7) determine the qualifications for, select and hire new employees; (8) determine the number and arrangement of work schedules, shifts and the starting and stopping times thereof; (9) evaluate, test and provide for the examination of employees and applicants for employment to determine their fitness and suitability for duty and employment; and (10) determine and implement all policies, procedures and standards not otherwise restricted, limited or prohibited by the specific provisions of this Agreement.

3.2 It is understood and agreed that the functions of management listed herein are not all inclusive and that all such rights, powers, or authority not otherwise relinquished in this Agreement shall be retained by the County.

3.3 It is further understood and agreed that any provision in this Agreement meeting the criteria set out in 3.1 hereof shall supersede the affected management right.

ARTICLE 4

REPRESENTATION

4.1 The Union retains the exclusive right to define its organization and to manage its internal affairs and the County shall recognize those employees designated as representatives of the Union in all matters arising from the administration of this Agreement. The Union shall advise the Sheriff of the names, addresses and current working telephone numbers of Union representatives and identify their official positions within the Union. The Union shall promptly advise the Sheriff of any changes in the foregoing information.

4.2 The County shall allow Union representatives, within twenty-four hours of a request, to visit County facilities for the purpose of administering the provisions of this Agreement at such times and places which do not interfere with the operations of the County.

4.3 Stewards.

4.3.1 The County shall recognize two (2) stewards to serve as the Union's representatives.

4.3.2 Normally, grievances shall be filed and processed during the non-work time of both the grievant and his Union representative. However, there may be certain circumstances where the employee may contact his immediate supervisor to request to be placed on relief from his current assignment to consult with his Union representative. In such event, the Union representative and the employee may be relieved from their respective assignments and allowed to consult as soon as it is practicable to do so. Pending relief, the employee shall continue to perform his assigned duties. Such consultation shall not unduly interfere with the operations of the Department as determined by the Sheriff or his designee.

4.4 Union Officials.

Union Officials are defined as County employees who are members of the bargaining unit, members of AFSCME Local 1661, and who have been officially elected to the position of President, Vice-President, Treasurer, Recording Secretary, three (3) Executive Board Members, and two (2) Stewards of AFSCME Local 1661. The Union shall notify the Sheriff, in writing, within seven (7) work days following election of the Union Officials and shall notify the Sheriff, in writing, of any changes within seven (7) work days of the change.

4.4.1 During working hours and without loss of pay, the Union President, Vice President or Stewards shall be allowed a reasonable amount of time to communicate by telephone and/or email with bargaining unit members and the County concerning the County enforcement of any provision of this Agreement.

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

4.5 Mail.

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

4.6 Union Official Leave of Absence.

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

ARTICLE 5

NON-DISCRIMINATION

5.1 The County shall not discriminate against any employee based on race, color, religion, age, sex, sexual orientation, spousal affiliation, creed, national origin, political affiliation, Union membership or non-membership, veteran status or disability. The County shall not encourage or discourage membership in the Union.

5.2 The County and the Union agree that employees should be provided a workplace that is free of discrimination including harassment which is based on race, color, religion, age, sex, sexual orientation, spousal affiliation, gender identification, creed, national origin, Union membership or non-membership, veteran status, physical or mental disability or handicap.

5.3 Any allegation of discrimination of the nature set forth in this ARTICLE shall be pursued under the procedures set forth in applicable, Federal, State statutes and regulations and County policies, with the EEOC, Human Rights Division, Worker's Compensation Administration, Wage and Hour Division, etc., or in accordance with such other appropriate Statutory or Administrative procedures. Article 5 shall not be grievable.

ARTICLE 6

NON-INTERFERENCE

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

ARTICLE 7

COMMUNICATIONS

7.1 It is understood by the Parties that inaccurate information, incomplete information or the, failure to exchange information is one of the major causes of breakdowns in the labor management relationship. In the interest of preventing misunderstandings stemming from such lapses in communications the Parties agree to furnish information as follows:

7.1.1 The County shall:

7.1.1.1 Make available for copying and inspection copies of County policies that are applicable to bargaining unit employees;

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

7.1.1.3 Inform the Union of major relevant organizational changes within one week of the effective date thereof.

7.1.2 The Union shall:

7.1.2.1 Inform the County of major changes in its organization, or policies;

7.1.2.2 Provide the County with a current list of Union Officers trustees and stewards. Such list shall describe the authority possessed by each individual, and shall be updated within seven (7) workdays of any such change.

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

ARTICLE 8

RECORDS INFORMATION

8.1 The County shall promptly furnish the Union upon request, copies of documents and records which come within the definition of public records. It is understood that it may be necessary to charge the Union in advance for the actual cost of such copies.

8.2 No material within County control, which contains adverse personnel actions or comments shall be placed in an employee's file without the employee being informed within five (5) working days thereof. The employee may insert a written response to any such matter in his file. An employee shall be permitted to inspect his own file. Copies of requested materials shall be provided to the employee.

8.3 Upon request, the County shall promptly produce an employee's departmental personnel file, should such file be maintained at the department level. However, the County has no obligation to produce supervisory files relating to personnel matters.

ARTICLE 9

SENIORITY

9.1 Seniority is defined as length of continuous unbroken service as a full-time or part-time, non-probationary County employee, beginning with his last date of hire. Continuous unbroken service means there have been no breaks in employment other than annual leave, sick leave or County authorized leave of absence or layoff.

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

9.1.2 Each Department will maintain a list identifying Job Title Seniority. If an employee transfers from one Department to another, that employee will move to the bottom of the department seniority list in the new Department. If an employee changes job titles he will move to the bottom of the job title seniority list.

9.2 Seniority rights shall terminate with no further accrual under the following circumstances:

9.2.1 Termination of employment by voluntary resignation;

9.2.2 Discharge for just cause unless reinstated;

9.2.3 In a leave-without-pay status for more than six (6) months;

9.2.4 Retirement;

9.2.5 Failure to timely respond to recall notice, or rejection of recall; or

9.2.6 Lay-off status for a period greater than the employee's seniority.

9.3 Seniority shall be used in all cases where a selection must be made among tow (2) or more employees where all other qualifying factors are equal. In the event all seniority criteria are equal, the employee who has the earliest date/time stamp on his first application for employment for a bargaining unit position that resulted in the individual being hired into such position shall control.

9.4 Seniority, departmental seniority and job title seniority shall be applied by order of priority where applicable as specified in each Article of the Agreement.

ARTICLE 10

BIDDING

10.1 The Union President will identify in writing to the Department which employee will assist in the bidding process.

10.2 The bidding procedure will be established by the Division Commander with input from Local 1661. The policy will include a section that allows for individuals, by classification and seniority, to request day of week and time assignments.

10.2.1 All employees by classification will be allowed to bid by order of seniority.

10.2.2 Court Security Specialist bidding will take place during the month of December, to take effect in January 1st, and bidding in June to take effect July 1st.

10.2.3 Any requests for transfer between the 2nd Judicial District Court House and Juvenile Justice Center will be handled internally by Division Commander.

10.2.4 For the purpose of bidding the hours at the Juvenile Justice Center and the 2nd Judicial District Court House will be in eight (8) and/or ten (10) hour increments.

10.2.5 A permanent change of work hours or days off shall require five (5) days written notice unless mutually waived or unless emergency needs of the Department dictate otherwise.

10.2.6 On a six (6) month basis, employees shall be permitted to bid.

10.2.7 Employees may bid for shifts within the District Court or Juvenile Detention Court assignments in which they meet the minimum requirements to work within that facility. Immediate transfers may only be done during shift bid or when approved through their chain of command.

ARTICLE 11

WORK WEEK, WORK PERIOD, OVERTIME/STAND-BY/NO PYRAMIDING

11.1 Work Week

11.1.1 A normal work week shall consist of either five (5) consecutive days of eight (8) hours within a seven (7) day period or four (4) consecutive days of ten (10) hours within a seven (7) day period or 12 hour shifts. Prior to the implementation of a 12-hour shift schedule the Sheriff or designee shall bargain with the President of Local 1661 to impasse.

11.2 Pay Period

11.2.1 A two-week period of which there are twenty-six (26) specified per year.

11.3 Overtime

11.3.1 Employees shall be paid at the rate of time and one-half their regular straight time 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 Sheriff or 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 authorized leave status shall not qualify as time worked for the purpose of calculating overtime pay.

11.4 Call Back

11.4.1 When an employee is called back to work after his regularly scheduled shift, he shall be guaranteed two (2) hours pay at one and one-half (1-1/2) times his base hourly rate. Should the call back period last more than two (2) hours the remaining time shall be calculated at the appropriate hourly rate based on the number of hours worked by the employee in that pay period. Call back is defined as the employee who has completed their regular shift and having to return to work after having physically left the Court House property.

11.5 No Pyramiding

11.5.1 Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

ARTICLE 12

HOLIDAYS

12.1 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 and State Observance

12.2 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 (12) 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. Thereafter, the employee shall be compensated at his appropriate hourly rate until such employee qualifies for overtime under the provisions of this agreement.

12.2.1 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.

12.2.2 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.

12.2.3 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 12.2 above.

12.3 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.

12.4 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.

12.5 Personal Holidays. In addition to the legal holidays identified in Article 12.1, each employee shall receive two (2), eight (8) hour, personal holidays each fiscal year to be taken with prior approval of the Division Commander. The personal holidays may not be accrued or deferred from fiscal year to fiscal year. Any employee not utilizing a personal holiday within the fiscal year shall be deemed to have forfeited that personal holiday. 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 Division Commander. Personal holiday requests shall be in eight-hour increments.

ARTICLE 13

BULLETIN BOARDS

13.1 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.

13.2 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 Division Commander 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 16.

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

ARTICLE 14

LAYOFFS AND RECALLS

14.1 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.

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

14.2 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.

14.3 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 Human Resources 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 (20) 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 15

DISCIPLINE

15.1 General Statement.

15.1.1 The County shall discipline employees only for just cause and in a timely manner.

15.1.2 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.

15.1.3 All disciplinary action, constructive criticism, or counseling shall be conducted in private.

15.1.4 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 any policy regulation, or procedure or statute violated.

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

15.1.6 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.

15.2 Corrective Actions: The levels of corrective actions are as follows:

15.2.1 Written/Verbal. A Written Verbal shall be used for minor infractions, and serves to inform the employee that his behavior and/or conduct need(s) to be improved. Written Verbal notations shall be acknowledged in writing by the employee and shall be placed in the employee's departmental file for six months from the date of the incident. The Written Verbal shall be removed upon the written request of the employee, and then removed and destroyed if there are no other disciplinary actions within that six month period.

15.2.2 Written Reprimand. A Written Reprimand shall be used for infractions of a greater consequence and shall serve to inform the employee that his behavior or conduct need(s) to be improved. Written Reprimands relating to an employee's job performance or conduct shall be placed in the employee's official 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. If the employee refuses to sign, a witness (by

his signature) must attest that the statement was presented to the employee for signature and the employee refused to sign.

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

15.2.4 Dismissal. Dismissal is the final consequence when all other discipline has failed to improve unacceptable behavior or job performance, or when the employee has engaged in egregious behavior that the department determines to be unacceptable for its employees.

15.3 Procedure/Written Reprimands. In the event the written reprimand is not withdrawn, the employee may insert a response in his personnel file to the reprimand.

15.3.1 No written reprimand shall be placed in the Employee's Personnel file without the employee being informed and being afforded fifteen (15) work days to insert a written response to the written reprimand.

15.3.2 Disputes regarding written reprimands may be contested through the Grievance Procedure hereof, but shall not be subject to the Arbitration.

15.3.3 One (1) year after a written reprimand has been issued to an employee, the written reprimand shall be removed from his Personnel file upon the written request of the employee, provided that the employee has received no further discipline. In the event of a same or similar offense with the one (1) year period, the written reprimand shall remain in the employee's departmental file for an additional six months.

15.4 Procedure Suspension or Dismissal.

15.4.1 Disputes regarding suspensions, or dismissals may be contested utilizing the Grievance Procedure set forth in this Agreement. However, Step Two shall be the final step in the grievance procedure before the parties submit their dispute to Arbitration.

ARTICLE 16

GRIEVANCE PROCEDURE

16.1 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 Department; and, that 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.

16.2 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.

16.3 All grievances shall be maintained in separate grievance files and shall not be included in the personnel file of any individual grievant.

16.4 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.

16.5 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 dues-paying members of the Union.

16.6 Unless agreed upon in advance by the parties to the grievant's, tape recorders or other electronic recording devices shall not be used by any party or employee or employee representative or representative participating in the grievance at the Step 1 or Step 2 of the grievance procedure. The department shall provide an audio tape recording system and shall audio tape the arbitration proceedings. The audio tape shall serve as the official record of the proceedings unless a party utilizes a certified court reporter to make a verbatim transcription of the proceedings as provided in Article 16.23 hereunder.

16.7 This procedure shall be the sole and exclusive method of resolving any and all disputes concerning the application, interpretation or meaning of this agreement, except as many by otherwise provided by law or regulation. No alleged violation of this agreement shall be submitted to the Bernalillo County Labor Relations Board.

16.8 In the event that a grievance is filed over disciplinary action involving dismissal, the grievant shall be placed in an authorized leave without pay status, pending the final disposition of the grievance by a way of resolution by the parties or arbitration. All other discipline shall be imposed in accordance with existing department practices.

16.9 An employee may be represented by the Union at any step of this procedure.

16.10 Any issue as to arbitrability shall be submitted to the Arbitrator for resolution either as a single issue or as part of the hearing on the merits. Neither party shall refuse to process a grievance on the grounds that it is not grievable or arbitrable.

16.11 If an employee receives or agrees to accept a suspension for a period of ten (10) of the employees work days or less, the employee may substitute accrued leave in lieu of serving a suspension without pay. This provision shall not be applicable to any suspension in excess of ten (10) of the employees work days.

16.12 Definitions.

16.12.1 "Grievance"- A grievance is any difference, dispute or disagreement Concerning the application, interpretation or meaning of this Agreement or the appeal of a disciplinary action involving a dismissal or suspension without pay. As used in this Agreement "grievance" means any formal complaint by or on behalf of a particular employee or group of employees alleging that the grievant's rights, benefits, privileges or interests specifically set forth in this Agreement have been violated or that this Agreement has been misapplied with respect to the grievant in a particular situation. The Grievance and Arbitration Procedures of this Agreement shall not be available when other avenues of relief are available such as that which may be obtained through the filing of charges with the Human Rights Commission, EEOC or the filing of a worker's compensation claim, or other such matters for which a statutory remedy is provided, but excluding seeking relief from the Bernalillo County Labor Relations Board.

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

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

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

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

16.13 Time Limits.

16.13.1 All time limits set out in this Article shall be of the essence and shall be 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.

16.13.2 If the Department fails to respond within the designated time limits, the grievance shall be deemed denied, and shall be automatically advanced to the next step of the grievance procedure. If the Department issues a written response at

Step One or Step Two of this Grievance Procedure and the grievant fails to appeal to the next step within the time limits, the grievance shall be deemed settled on the basis of the Department's last response.

16.14 Resolution of Employee Grievances.

16.14.1 The grievant may at any time prior to the filing of a grievance at Step One first attempt to resolve the problem informally with his Captain or Designee.

16.15 Step One:

The grievant shall initiate a grievance by submitting a formal written grievance, on the approved grievance form, within ten (10) days of the event giving rise to the grievance, or within ten (10) days of when the grievant knew or should have known of the event giving rise to the grievance, and submitting the same to his Captain. The formal written grievance shall identify the current grievance step, the event upon which the grievance is based and the day upon which it is alleged to have occurred, this 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.

16.16 The Captain shall note the date and time of receipt on the grievance form, and shall respond within five (5) 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.

16.17 Step Two:

If the grievance is not settled at Step One of this procedure, the grievant may, within five (5) days of receipt of the Step One response, appeal the grievance to the Sheriff or his designee on the grievance form. The formal written Step Two grievance shall identify the current 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. Upon being appealed to the Step 2 conference, the grievance shall be treated as a final document, and no amendments shall thereafter be permitted. The Sheriff or his designee shall note the time and date of receipt of the appeal on the grievance form. A conference with the Sheriff or his designee 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 the scheduled date. 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.

16.18 If the grievance is not settled at the Step Two conference, the Sheriff, within five (5) days thereof, shall set out in writing his response to the grievance either on the grievance form, or attached thereto. The response shall be signed, dated and returned to the grievant or steward.

16.19 Arbitration:

16.19.1 If the grievance is not settled at Step Two (for suspensions ranging from seven (7) days to termination). The grievance may be appealed to arbitration within five (5) days of receipt of the Sheriff's written response. The appeal to arbitration shall be submitted to the County Manager on the grievance form.

16.19.2 Any individual employee or group of employees shall have the right at any time to have a grievance adjusted, provided the adjustment is not inconsistent with the terms of this Agreement, and provided further, that the Union has been given the opportunity to be present at such adjustment. Individual employees cannot invoke arbitration.

16.19.3 Arbitration shall be limited to grievances as defined in Article 16.12.1 above.

16.19.4 The Arbitration proceedings and appeals there from shall be conducted in accordance with the Uniform Arbitration Act as enacted by the State of New Mexico, 44-7 et seq. NMSA 1978.

16.19.5 The County shall issue a Request for Proposals for labor arbitrators. In order to be eligible an arbitrator must have at least five (5) years' experience in the field of labor-management or employee relations. The parties shall each select three (3) members to serve as the selection committee for the panel of arbitrators. The parties shall select a permanent panel of arbitrators based on the panels' scoring of the respondents to the RFP. The selection panel shall set the number of individuals to be placed on permanent panel. Thereafter, if necessary, the parties shall enter into an MOU to address the issue of rotation on the panel.

16.19.6 Within thirty (30) days of execution of this Agreement the parties shall execute Master Agreements with each of the arbitrators fixing the base compensation rate and expense reimbursement for hotel, travel, etc. as permitted by the RFP. The Master Agreement shall contain a provision wherein the parties to the Agreement and the arbitrator agree that in the event the Union elects not to represent the grievant at arbitration, that the County, arbitrator and grievant shall execute a separate agreement for the arbitrator's services.

16.19.7 Within five (5) days of filing an appeal to arbitration, the parties shall meet and select an Arbitrator from the list of names appearing on the panel. In the event they are unable to reach mutual agreement on the selection of an arbitrator, the grieving party shall call the toss of a coin to determine the order in which the

names of potential arbitrators shall be struck. Thereafter, the parties shall alternately strike names until only one (1) name remains. This individual shall serve as the Arbitrator.

16.19.7.1 The County shall mail a letter, or if a telefax number is available shall send for letter by telefax, to the arbitrator within two (2) days of his selection notifying the arbitrator of the selection and requesting that a Pre-Hearing Conference be scheduled within three (3) weeks of receipt of the letter and inquiring whether the arbitrator is available to conduct a hearing on the merits within ninety (90) days of being selected.

16.19.7.2 In the event the selected arbitrator is unable to conduct the hearing on the merits within ninety (90) days the parties may by mutual agreement select a new arbitrator. The new arbitrator shall be selected by moving forward on the list and utilizing the process set forth in Article 16.19.7.

16.19.8 The Arbitrator shall schedule and conduct a Pre-Hearing Conference by such method deemed appropriate by the Arbitrator. The Arbitrator will address Pre-Hearing Motions during the Pre-Hearing Conference which may include, but are not limited to, motions to reduce the number of witnesses called by a party or to limit the testimony of witnesses, in the event that it is apparent that the testimony of such witnesses will be cumulative. Each party shall submit a Pre-Hearing Statement to the Arbitrator and the opposing party, in advance of the Pre-Hearing Conference, containing the following information:

a) A statement of the issues;
b) Proposed stipulations of fact;
c) A list of witnesses to be called and a summary of their testimony;
d) A list of exhibits;
e) Requests for subpoenas, and
f) Estimate of the amount of time needed for the hearing.

16.19.8.1 The County shall mechanically record any Pre-Hearing Conference at which the arbitrator is hearing a dispositive motion. The Union may also mechanically record the Pre-Hearing Conference. However, the County shall maintain the official record.

16.19.8.2 Following the Pre-Hearing Conference, the arbitrator shall issue a Pre-Hearing Order which shall contain:

a) The issues submitted for arbitration;
b) Stipulations of fact;

c) A deadline for disclosure of witnesses and exhibits;
d) A deadline for the close of discovery;
e) A deadline for filing pre-hearing motions;
f) A hearing date or dates; which may be continued for good cause.

16.19.9 The Arbitration shall be conducted in the Sheriff's Department conference room or some other place mutually agreed upon by the parties to the Arbitration proceeding. The arbitration hearing shall be open to the public unless the parties agree to the contrary. The costs of arbitration services shall be borne as follows: the losing party shall pay all fees and expenses of the arbitrator; and the arbitrator shall designate the losing party for the purposes herein. The arbitrator may find that both parties lost in part (e.g., reduction of disciplinary action to lesser penalty), and apportion fees and expenses accordingly. However, each party shall bear all of its own costs.

16.20 The grievant may have no more than two (2) personal representatives, one of who may, but need not, be an attorney, represent him at any stage of the grievance procedure or at the Arbitration proceedings. The Department may be represented by an attorney and may have present one (1) additional representative appearing on behalf of the Department.

16.21 As a condition of employment, employees shall be required to appear as witnesses in grievance hearing when requested by the County or the grievant.

16.22 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.

16.23 Either party may request that a verbatim stenographic transcript be taken of the arbitration proceedings by a certified court reporter. Any party so doing shall bear the cost thereof.

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

16.25 The Arbitrator's opinion and award shall be mailed to the parties within thirty (30) days of close of the hearing.

16.26 The parties may agree to expedited Arbitration and request the Arbitrator to issue his opinion and Award orally <u>from the bench</u> at the conclusion of the hearing.

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.

17.4 A physician's excuse shall not be required for any absence, for reasons of illness, of three (3) working days or less. Provided however, a physician's excuse may be required when a written report is made by a supervisor and/or the County Human Resources Department identifies the specific reasons why it is believed sick leave is being improperly used. A copy of this report shall be delivered to the employee personally or to his residence as soon as possible.

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

17.5.1 An employee who has accrued more than sixty-four (64) hours of sick leave in a calendar 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.

17.5.2 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 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.

17.5.3 An employee who is eligible for retirement, pursuant to PERA statutory provisions and corresponding PERA rules and regulations, and retires between July 1 through March 31 of each year of this Agreement may convert all accrued sick leave to annual leave on the basis of one (1) sick leave hour for one (1) annual leave for cash payment, provided it is taken immediately prior to retirement. An employee who is eligible for PERA retirement and retires between April 1 through June 30 of any year during the term of this Agreement may convert all accrued sick leave

to annual leave on the basis of three (3) sick leave hours for two (2) annual leave hours for cash payment, provided it is taken immediately prior to retirement.

17.5.4 An employee with a minimum of two (2) years seniority who is laid off as a result of a reduction in force, or who voluntarily terminates in good standing, may convert sick leave to annual leave on the basis of three (3) sick leave hours for one (1) annual leave hour.

17.6 In the event an employee dies and is otherwise in good standing, or is killed in the line of duty, and is otherwise in good standing and acting within the scope of his duties at the time of his death, the employee's sick leave balance shall be converted to annual leave at the rate of one (1) hour of sick leave to one (1) hour of annual leave, and paid to the estate of the deceased employee.

17.7 An employee may contribute any of his annual leave balance to another employee under the following circumstances and provisions:

17.7.1 The recipient employee is in need of sick leave time due to critical circumstances;

17.7.2 The contributing employee has an accumulated balance in excess of a minimum eighty (80) hour balance;

17.7.3 The annual leave hours contributed are transferred from one employee to the other in hourly increments;

17.7.4 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.

17.7.5 An employee using contributed hours shall be assured a County position for which he qualifies as a position becomes available, but shall 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 workers' compensation shall not receive contributed hours.

17.7.6 Probationary employees may receive up to a maximum of forty (40) hours contributed sick leave.

ARTICLE 18

STRIKES, STOPPAGES, AND LOCKOUTS

18.1 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.

18.2 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.

18.2.1 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:

18.2.1.1 Disavow such action by employees and notify the Sheriff in writing that such action by employees has not been called or sanctioned by the Union;

18.2.1.2 Take all reasonable steps to notify employees of its disapproval of such actions and encourage employees to cease and desist there from and return to work.

18.2.1.3 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 Article1.1, 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 19

MEMBERSHIP AND CHECK-OFF OF UNION DUES

19.1 No employee shall be required to join, maintain membership in, or pay dues or fees to, the Union as a condition of acquiring, or maintaining employment.

19.2 During the term of this Agreement, an employee who is a member of the Union may execute a Dues Check-Off Authorization form, authorizing that a portion of his wages representing monthly dues or fees be withheld and forwarded to the Union. The Dues Check-Off Authorization shall be in the form set out and attached hereto as Exhibit A.

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

19.3.1 The deduction of such dues shall commence with the first paycheck after receipt of the Dues Check-off Authorization form.

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

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

19.4 The Union shall indemnify and hold harmless the County and its Departments, as may be appropriate, from any and all liability which may arise, or be claimed to arise, out of or in connection with said dues deductions.

ARTICLE 20

LEAVES AND SCHEDULING

20.1 Requests or Use of Leave. It is the Department 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. Failure to observe proper manning levels by the Sergeant in approving leave may be grounds for disciplinary action against the supervisor(s) approving such leave.

20.2 Unauthorized Leave Without Pay (ULWP). Employees who fail to appear for work without authorized leave, or who appear for work but who are in violation of Department policy governing their readiness for work, 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.

20.3 Military Leave. All employees authorized military leave shall be granted such leave in accordance with applicable state and federal law. It is the responsibility of the employee to provide his Captain 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 Captain a copy of the military leave orders if such orders are written.

20.4 Leave Without Pay (LWOP). The Sheriff or his designee 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 Department 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.

20.5 Emergency Leave. Emergency leave is leave with pay for which the employee is not charged due to the death of an immediate family member. It may be granted by the Division Commander, upon the employee's request. Emergency leave may be granted for a period not to exceed five (5) working days. For purposes of this Article, immediate family members is defined as: mother, father, sibling, grandparents, great-grandparents,

spouse, domestic partner, children either natural or adopted, step-children, grandchildren, step-grandchildren, aunts (limited to sister of parent or grandparent) and uncles (limited to brother of parent or grandparent) and like relatives of employee's spouse or domestic partner.

20.5.1 An employee shall complete an Emergency Leave Request form (See Appendix A hereto) and receive written approval for such leave prior to taking Emergency Leave, whenever possible. In those situations where it is not possible to complete the Emergency Leave Request form prior to seeking approval for Emergency Leave, the employee shall complete the Emergency Leave Request form within five (5) days of returning to work. The Division Commander upon receipt of the Emergency Leave Request form may then adjust the amount of emergency leave granted to the employee and shall be permitted to charge the employee's annual leave for the balance of any disapproved emergency leave. If the employee does not have adequate annual leave balances he shall be charged with leave without pay. Failure to provide adequate documentation within thirty (30) days to prove familial relationship shall result in the employee being charged with leave without pay.

20.6 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 mos. - 5 yrs.	20	1.0 hrs.	13.0 days
5 yrs. - 10 yrs.	20	1.3 hrs.	16.9 days
10 yrs. - 15 yrs.	20	1.5 hrs.	19.5 days
15 yrs. - 20 yrs.	20	1.7 hrs.	22.1 days
20 yrs. or more	20	2.0 hrs.	26.0 days

20.6.1 During each full calendar year of employment, no more than 288 hours or thirty-six (36) working days of accrued annual leave may be carried forward into the following calendar year, except by employees "grandfathered-in" by the November 6, 1986 ruling of the County Labor Relations Board.

20.6.1.1 An employee who has accrued more than sixty-four (64) hours of annual leave in a calendar year shall be eligible to receive a cash payment for a maximum of forty (40) hours of regular straight time pay. Payment for the excess hours shall be made the first payday in December. All such converted hours shall be deducted from the employee's annual leave balance.

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

20.6.3 An employee requesting annual leave for a period of three (3) days or less shall submit the request to his immediate supervisor, either in writing or orally, at least one (1) day in advance of the effective date of the requested leave.

20.6.4 Requests for annual leave in excess of three (3) consecutive days shall be submitted to the employee's immediate supervisor, in writing, at least one (1) week in advance of the effective date of the requested leave and no more than thirty (30) days in advance without prior permission from the Division Commander.

20.7 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 weekends or those holidays recognized in Article 12 of this Agreement.

20.8 Parental Leave. Parental leave shall be available to employees as provided for by the Family and Medical Leave Act (FMLA).

ARTICLE 21

MODIFIED DUTY

An employee who has been on authorized leave due to an illness, pregnancy or other medical consideration, upon release from his/her physician may be permitted to return to work in a temporary modified duty assignment within the 2nd Judicial District Court and/or Juvenile Justice Center, if such position is available. Such employee shall not be assigned to a position which could jeopardize or aggravate his/her physical condition. The intent of this provision is to permit such employee to return to work as soon as it is medically permissible for him/her to do so. Modified duty refers to duty other than normal job duties and it is not the intent of this provision that such duty is of a "make work" nature.

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 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.

22.3 Supervisors shall complete a "Supervisor's Accidental Investigation Report" and a signed medical authorization to be submitted to the Risk Management Department within twenty-four (24) hours, of the employee's submitting the First Report of Accident form, and in no event more than fifteen (15) days following 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 within the bid cycle 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 Modified Duty if an appropriate position is available or if the County can reasonably 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.

22.9.1 If an employee is on injury time and working twenty (20) or more hours but less than forty (40) hours per week, the County shall continue to pay its share of the employee's benefits on a pro-rata basis, based on hours worked.

22.9.2 An employee on modified 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.

22.10 If an employee who is receiving or due to receive benefits pursuant to the Worker's Compensation Act does not qualify for a Modified Duty assignment and has not been able to return to work during the six (6) months that the employee's position is held open and the Department is subsequently hiring for that position within twenty-four (24) months of the accident, the County shall offer to rehire the employee subject to the "rehire" provisions of Article 36.6 if said employee applies for his pre-injury job and subject to the following conditions:

22.10.1 The employee's treating health care provider certifies that the employee is fit to carry out the pre-injury job without significant risk of re-injury, and

22.10.2 The County has the pre-injury job or modified work available.

ARTICLE 23

BENEFITS COVERAGE

23.1 Health. For each employee the County shall pay up to a maximum of eighty percent (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.

23.2 Dental. For each employee the County shall pay sixty (60%) of monthly premium for any dental insurance plan offered to employees by the County. The employee shall pay the balance of the monthly premium.

23.3 Life. For each benefit eligible employee the County shall pay 100% of the monthly premium for the basic group term life insurance plan offered by the County.

23.4 Inoculation and Immunization. Where health and/or Worker's Compensation insurance do not provide coverage for inoculation or immunization for contagious diseases, the County agrees to provide coverage for such inoculation or immunization for the employee and those family members residing in the same household as the employee. The County is obligated to provide coverage only for those procedures that are proven to be medically effective. In the event the employee or any family member fails or refuses to timely complete the required series of such inoculation or immunization procedures pursuant to this provision, the employee shall be liable to reimburse the county for all expenses thus incurred.

23.5 Death of Retired Employee. Upon the death of an employee who retired from the Bernalillo County Sheriff's Department in good standing upon request, the County shall provide a United States flag for the coffin, a marked police unit for funeral escorts within the State, and the honor guard for the burial site internment within the State.

ARTICLE 24

INTERNAL AFFAIRS AND POLYGRAPH EXAMINATION

24.1 The Internal Affairs Unit (I.A.U.) is responsible to the Sheriff and is established to conduct administrative investigations with three (3) major purposes:

24.1.1 To assist in maintaining Department integrity;

24.1.2 To identify members or employees guilty of misconduct so that they may be retrained and corrected, or if unacceptable for further police service, be removed from employment through proper administrative action;

24.1.3 To protect innocent employees.

24.2 The internal affairs interview of an employee shall be scheduled for a reasonable hour convenient to all parties concerned and preferably when the employee is on duty, unless circumstances dictate otherwise. Internal affairs interviews and investigations shall be concluded without unreasonable delay.

24.2.1 Any time an employee is in a paid status, he is considered on duty. All internal affairs interviews shall be conducted on duty.

24.3 Prior to the commencement of the internal affairs interview, the employee under an internal affairs investigation shall be informed of the nature of the internal affairs investigation. If it is known that the employee being interviewed is a witness only, he should be so informed at the initial contact.

24.4 The questioning shall not be unreasonably long in duration. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as may be required by the circumstances.

24.5 Internal affairs interviews shall be limited in scope to activities, circumstances, events, conduct or acts which are relevant to the incident which is the subject of the internal affairs investigation. Nothing in this Article shall prohibit questioning the employee about information which is developed during the course of the internal affairs interview.

24.6 The complete internal affairs interview of the employee shall be recorded and shall be transcribed. There shall be no off the record questions or statements. All recesses called during the questioning shall be noted on the record. The tape recording shall be preserved and may be introduced before an Arbitrator, in the event the employee declines to sign the verbatim transcript of the recording.

24.7 In all internal affairs cases, the law imposes no obligation, legal or otherwise, on the Department to provide an opportunity for an employee to consult with counsel or a personal representative when questioned by an I.A.U. Investigator. Nevertheless, in the interest of

maintaining high morale of the employees, the Department shall afford an opportunity for an employee, if he so requests, to consult with counsel or a personal representative before being questioned. Provided the internal affairs investigation or interview is not unduly delayed as the result thereof. Counsel or a personal representative of the employee's choice may be present during the internal affairs interview.

24.8 In the event it is determined that the complainant falsified his internal affairs statements, the Department shall take whatever action it deems appropriate and the employee may at his discretion pursue whatever legal remedies are available.

24.9 Any employee found to be knowingly withholding evidence or information pertaining to an internal affairs investigation shall be subject to disciplinary action up to and including dismissal.

24.10 No matter handled by the Internal Affairs Unit shall be included in the employee's official personnel file unless formal disciplinary action is taken.

24.11 When an I.A.U. investigation indicates an employee is likely to be charged with the commission of a crime, the matter will be turned over to the Bernalillo County Sheriff's Office (BCSO), Albuquerque Police Department (APD), New Mexico State Police (NMSP) or other appropriate Law Enforcement Agencies.

24.12 The Sheriff may by written directive, order any employee to submit to any deception detecting examination or technique, including but not limited to, the following types: mechanical, physical or psychological.

24.13 The Sheriff or designee may order a polygraph examination as a condition of continued employment and only after the following has been done:

24.13.1 After the Division Commander has carefully reviewed the entire case.

24.13.2 All investigative leads have been exhausted.

24.14 Polygraph examiners utilized by the Department shall have been trained in a reputable course of instruction and accredited by the American Polygraph Association, and shall be qualified as an expert under the New Mexico Rules of Evidence Rule 11-707(B).

24.15 The employee who is being examined by a polygraph device shall not be entitled to an employee representative present in the examination room. Such representative may witness the examination from the observer's room. The conditions regarding the employee representative applicable to Internal Affairs' investigations are applicable to polygraph examinations.

24.16 The name of the person making allegations shall be disclosed to the alleged wrongdoer by the investigator. Disclosure of the complainant's name will not be required if revealing his/her name jeopardizes the investigation.

24.17 The interrogation shall be completed as soon as possible and the actual interrogation shall be completed as follows:

24.17.1 A maximum of three (3), three (3) hour periods within a period of twenty-four (24) hours with a one (1) hour break between sessions. In no event shall the employee's interrogation sessions exceed eleven (11) hours. The one (1) hour break shall be defined as time worked.

24.17.2 In all instances in addition to the one (1) hour break provided for in paragraph (a) above, time shall be provided for personal necessities as reasonably necessary.

24.18 The employee shall not be subject to coercion or promises of reward as an inducement to answer questions. Nothing herein is to be construed to prohibit the investigating officer from informing the Employee that his/her conduct can become the subject of disciplinary action.

24.19 For the purposes of this Section, any time an employee is in a paid status, he is considered on duty. All internal affairs interviews shall be conducted on duty, and in accordance with the Peace Officer's Employer-Employee Relations Act of New Mexico.

ARTICLE 25

PARTIAL INVALIDITY, SEPARABILITY AND WAIVER

25.1 This Agreement shall be effective upon ratification of the members of the Collective Bargaining Unit and upon approval of the Board of County Commission and shall terminate at 12:00 a.m. midnight on June 30, 2017.

25.2 Should neither party to this Agreement request the opening of negotiations, at least one hundred twenty (120) days prior to June 30, 2017, this Agreement shall continue in full force and effect from year to year thereafter.

25.3 In the event that any of the provisions of this Agreement shall be declared by a Court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions thereof. In such event, the parties shall immediately meet to negotiate a suitable provision to replace the invalid or unenforceable provision.

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

25.5 Should applicable law or circumstances render invalid, unenforceable or no longer appropriate any provision of this Agreement, the parties shall meet to negotiate a suitable provision to replace the invalid or unenforceable provision. 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.

25.6 In the event that an ambiguity exists with respect to, 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.

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

25.8 This Agreement specifically describes the entire Agreement between the parties. Any State and/or Federal statutes enacted shall take precedence over Department Standard Operating Procedures (S.O.P.) and this Agreement. Provided, this Agreement shall take precedence over any conflicting Department Policies or S.O.P.'s.

25.9 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 and unqualifiedly waives 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 subject to the County's duty to bargain over the impact or implementation of mandatory subjects of bargaining. 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.

ARTICLE 26

DRUG AND ALCOHOL TESTING

26.1 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:

26.1.1 Whenever the County requires a drug test, the employee's urine shall be tested for the following drugs or their metabolites and a positive test result shall be reported to the Medical Review Officer at the indicated levels:

Amphetamines - 1000 NG/ML
Barbiturates - 200 NG/ML
Benodiazepines - 200 NG/ML
Cannabinoids - 50 NG/ML
Cocaine Metabolites - 300 NG/ML
Methadone - 300 NG/ML
Methaqalone - 300 NG/ML
Opiates - 300 NG/ML
Phecyclidines - 25 NG/ML
Propoxyphene - 300 NG/ML

26.1.2 County Human Resources may add to this list as necessary with County Manager approval.

26.1.2.1 Alcohol shall be tested by the use of a breath analysis and a positive test shall be reported at an alcohol concentration of greater than .02.

26.1.3 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.

26.1.4 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.

26.1.5 When a reasonable suspicion has been developed to lead a supervisor, to believe that an employee is under the influence of drugs or alcohol, he shall report such suspicion to the Sheriff. The Sheriff or in his absence the Sheriff's designee may order an analysis of the concerned employee's breath or urine for the exclusive purpose of detecting the use of drugs or alcohol.

26.1.6 The County shall be responsible for sending the employee to the testing site.

26.2 Any employee who is involved in an accident with a County 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.

26.3 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.

26.4 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).

26.4.1 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.

26.4.2 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.

26.4.3 An employee may self-identify at any time 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.

26.4.4 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.

26.4.5 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.

26.4.5.1 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.

26.4.6 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.

26.4.7 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.

26.4.7.1 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.

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

26.4.8 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.

26.4.9 An employee who undergoes a controlled substance test at any time after self-identification, and receives a "verified positive" result, shall be dismissed.

26.5 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.

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

26.5.2 Any employee who refuses to appear for drug or alcohol test shall immediately be removed from assignment and shall be terminated.

26.6 Random Testing Due to the safety sensitive nature of their positions all employees shall be subject to random testing. The selection of employees shall be made by a computer based random number generator from a pool of all bargaining unit employees.

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

26.6.2 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.

26.7 An employee who receives a verified positive test result as the result of a reasonable suspicion, post-accident or random drug or alcohol test shall be dismissed.

26.8 Supervisors will receive a minimum of sixty (60) minutes 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.

26.9 Prior to conducting any testing under this Article, the County shall prepare and implement a Drug and Alcohol Testing Policy to be distributed to employees and supervisors, and all employees and supervisors shall receive training on the Policy. The County shall provide drafts of the Policy to the Association President for review and comment during the drafting of the Policy. The County shall also provide the final Policy to the President of the Association for review and comment, prior to its implementation.

ARTICLE 27

FIRE ARMS QUALIFICATIONS

27.1 All employees shall be required to qualify every calendar quarter with the service handgun carried by that employee while on duty.

27.2 Qualifications shall be conducted under guidelines submitted to the New Mexico Law Enforcement Academy.

27.3 The County shall supply for each employee fifty (50) rounds of service ammunition chamberable in the standard issue handgun, per quarter on an individual basis.

27.3.1 The issued ammunition must be expended at the firing range during courses of fire supervised by the Sheriff's range personnel.

27.3.2 All employees who have been issued a shotgun shall be required to qualify annually with the weapon. The County shall provide twenty five (25) rounds of 12 gauge ammunition to the employee per qualification.

27.4 Subject to the conditions set forth in paragraph 27.7 below, in the event an employee fails to appear at the range and attempt to qualify with the handgun mentioned above, he shall be suspended without pay for a period of two (2) working days for the first such failure, five (5) working days suspension for the second such failure within one (1) year of the first failure, and disciplinary action deemed appropriate by the Sheriff for the third such failure within one (1) year of the second failure. In addition, the employee shall be required to qualify on the course of fire which was missed as directed and scheduled by the Rangemaster; and in the event such qualification is not scheduled during the employee's normal duty hours, the employee shall not be eligible for any overtime or compensatory time payment.

27.5 Subject to the conditions set forth in paragraph 27.7 below, in the event an employee attempts to qualify but fails to fire a qualifying score with the handgun mentioned above, he or she shall immediately be relieved of law enforcement duties with pay and shall undergo remedial training under the direction of range personnel.

27.5.1 Upon completion of the initial remedial training, the employee shall attempt to qualify. If the employee successfully qualifies, he shall immediately be reinstated to perform law enforcement duties and returned to his normal duty assignment.

27.5.2 Should the employee fail to qualify after initial remedial training, he shall continue to be relieved of law enforcement duties with pay and shall complete an intensified program of remedial training under the direction of range personnel. Upon completion of the intensified remedial training, the employee shall attempt to qualify. If the employee qualifies, he shall immediately be reinstated to perform law enforcement duties and returned to his normal duty assignment.

27.5.3 Should the employee fail to qualify after intensified remedial training, he shall immediately be suspended without pay. Within ten (10) days of being suspended without pay the employee must attempt to qualify. Should the employee qualify, he shall immediately be reinstated and returned to his normal duty assignment.

27.5.4 Should the employee fail to qualify after being suspended without pay, his employment shall immediately be terminated.

27.6 The Sheriff's Department shall schedule specific times, not less than one (1) day per month, for employees to qualify with firearms while on duty, unless mutually waived.

27.7 Any employee who is unable to attempt to qualify on his last possible opportunity, due to sickness or other Department approved circumstances, shall be allowed no more than forty-five (45) calendar days past the end of the three (3) month period or from the date of his return to duty to meet the required qualification.

ARTICLE 28

TELEPHONES

28.1 Employees shall have telephones at their residences, if available, and shall report changes of their telephone numbers or addresses to the Sheriff or designee within two (2) working days after such changes. Home telephone numbers and addresses are confidential, and shall not be released to anyone outside of the Sheriff's Department without express approval from the concerned employee, or as the result of the issuance of a valid subpoena or other court or administrative order. If the employee does not have a telephone at their residence but does have a cell phone the employee shall be required to provide that number to the Sheriff's Department.

ARTICLE 29

OUTSIDE EMPLOYMENT

29.1 An employee shall obtain the express written permission of the Elected Official, County Attorney or Department Director and the Human Resources Department Director prior to engaging in any self-employment/supplementary/outside employment. The employee shall complete an Off-Duty Employment Request Form requesting permission to engage in self-employment/supplementary/outside employment.

29.2 The County has the right to refuse authorization or to terminate authorization to engage in self-employment/ supplementary/outside employment which:

29.2.1 Involves the use of County time, facilities, equipment, or supplies.

29.2.2 Causes the employee to be less efficient in performing his duties for the County.

29.2.3 May cause or lead to a conflict of interest with the County for the employee or any of the employee's subordinates.

29.2.4 Involves the acceptance of any gift or gratuity whether in the form of money, service, loan, thing or promise, by the employee or any of the employee's subordinates to perform any services related to his duties or his subordinate's duties with the County.

29.2.5 Results in an increase in the employee's use of leave.

29.3 An employee is not eligible for County Workers' Compensation benefits for injuries incurred while engaged in self-employment/supplementary/outside employment.

29.4 Any authorization to engage in self-employment/supplementary/outside employment is subject to re-evaluation if an employee is receiving any Workers' Compensation benefits. A new Off-Duty Employment Request Form must be submitted upon returning to work from Workers' Compensation time.

29.5 Authorization to engage in self-employment/supplementary/outside employment shall only be granted for a maximum of one (1) year. It shall be the employee's responsibility to reapply before an authorized term expires.

29.6 Failure to complete the Off-Duty Employment Request Form or failure to provide complete and accurate information may subject an employee to disciplinary action and may result in any authorization to engage in self-employment/supplementary/outside employment being terminated.

29.7 When an employee changes the nature of, or engages in other self-employment/supplementary/outside employment, or when an employee's position with the County changes he must submit another written request to engage in self-employment/supplementary/outside employment.

29.8 The limit of County responsibility, in the case of injury or occupational disease due to self-employment/supplementary/outside employment, shall be the employee's accrued sick and annual leave.

29.9 The business needs of the County shall take precedence over the needs of any self-employment/supplementary/outside employment.

ARTICLE 30

NEPOTISM

30.1 The County shall comply with the provisions of the then current New Mexico general Anti-nepotism statue.

ARTICLE 31

ISSUED EQUIPMENT

31.1 The County shall provide all Court Security Specialists covered within the scope of this agreement with the following equipment.

31.1.1 One 7-point Bernalillo County Court Security Specialists Badge with Deputy Sheriff designated on the top part of the badge with "CSS" on the bottom part of Badge, and one set of Bernalillo County Sheriff's 7-point shoulder uniform patches.

31.1.2 One Sam Browne belt, one under belt, one handcuff case, one mace canister, one Mace holder, one sidearm holster, one ASP and holder, one portable radio (walkie) with holder and charger, three magazines for the sidearm with holder, one pair of handcuffs, one box of service ammunition quarterly and one tazer with holster.

31.2 The employee shall be responsible for care, warranty maintenance of all issued and assigned articles. Upon cessation of employment with the Sheriff's Department the employee shall be required to return all issued articles in serviceable condition.

31.3 Should the employee wish to substitute privately owned articles in lieu of issued articles, the employee must first have permission of the Sheriff or his designee and the privately owned articles must meet the specifications of the issued articles.

31.4 The county shall bear the cost of any mandatory change in uniforms to the following for each mandatory change.

31.4.1 Three (3) shirts

31.4.2 Three (3) trousers

31.4.3 One (1) jacket

31.4.4 Insignia, sufficient for three (3) uniforms

31.4.5 One (1) pair of foot ware

31.5 The County shall also bear the cost of any equipment unique to law enforcement that is required for and employee to complete his duty assignment.

31.6 The Sheriff's Department issues high capacity semi-automatic handguns, such handguns shall be carried by all Court Security Specialist's while on duty as their primary sidearm. Nothing in this article shall preclude the carrying of an auxiliary handgun as approved by the Department. The Department shall post a list of approved alternative handguns.

ARTICLE 32

ECONOMICS

32.1 Wages; Subject to approval by the Commission, effective the first full pay period following ratification and approval the base hourly compensation shall be:

32.1.1 Court Security Specialist $21.06

32.1.2 A one-time payout of $2,500.00 per Court Security Specialist will occur the first pay period of Fiscal Year 2019.

32.2 P.E.R.A.

The County will provide P.E.R.A. Municipal Police Plan Five Coverage to all appropriate members of the bargaining unit (Court Security Specialists eligible). The County will pay Eight point seven six percent of the Employee's portion with the Employee paying the remaining Seven point five four percent.

32.3 The County will continue its current practice of PERA Deductions.

32.4 Clothing/Cleaning Allowance. All uniformed employees covered by this agreement shall receive a clothing and personal properties allowance of eight hundred dollars ($900.00) per year to be paid at the rate of two hundred dollars ($225.00) per quarter.

32.5 Personal Property Placement.

32.5.1 The County shall reimburse the employee who has not been negligent for damage to glasses (frames and lenses), hearing aids, dentures, watches, or any article of regulation uniform, based upon current/replacement value, when such items are lost or damaged as a result of duty requirements, not to exceed $300.00. The following steps must be implemented:

32.5.1.1 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.

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

32.5.1.3 The request for reimbursement shall be reviewed by County Finance.

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

32.6 Longevity shall be defined as continuous unbroken service as a non-probationary Court Security Specialist with the Bernalillo County Sheriff's Department in a paid status.

32.6.1 Longevity Pay: Employees shall receive compensation, less applicable withholding for length of service (as set forth in 32.6), based on the following schedule to become effective the first full pay period following approval of this collective bargaining agreement by the Board of Bernalillo County Commissioners.

Years	Per Pay Period	Annual
5 years -10 years	$50	$1,300
10 years - 15 years	$75	$1,950
15 years - 20 years	$100	$2,600
20 years+	$125	$3,250

32.7 Bilingual: Any employee, regardless of rank within the bargaining unit, who is certified by the County Human Resources Department as bilingual shall be compensated for the use of that skill at the rate of fifteen ($15.00) per pay period. For the purpose of this Article, the term bilingual includes the ability to communicate with the hearing impaired through the use of sign language. The County Human Resources Department shall establish standards and test criterion by which individuals shall be certified as eligible to receive bilingual pay.

32.8 Academic Incentive: Employees shall notify their supervisors of their intent to attend job related education and training programs at least one (1) month prior to the first day of class. Written notification of approval or refusal of the request for the classes attended while the employee is on duty shall be given to the employee within two (2) weeks of receipt of the request. If the employee transferred while attending class, the new supervisor shall evaluate manning requirements and determine if the employee can continue to attend class. Employees may submit requests to the County Educational Assistance Committee, as per the Educational Assistance Program Standards and Guidelines. Tuition reimbursement is limited to six (6) credit hours per semester.

32.8.1 Employees with a Bachelor's Degree or higher, awarded by an accredited University or College, shall receive forty-five ($45.00) per pay period academic allowance.

ARTICLE 33

STANDARD OPERATING PROCEDURES

33.1 It is understood that the Court Security Specialists' are operating as a unit of the Bernalillo County Sheriff's Office and will adhere to the Office's Standard Operating Procedures.

ARTICLE 34
OTHER DEDUCTIONS

A. The Employer shall also honor separate additional voluntary deduction authorizations for the Union's political action committee (PEOPLE) executed on or following the date of ratification of this agreement.

B. The standard form to be used following the execution of this Agreement authorizing dues deduction and authorizing PEOPLE deduction shall be attached as an appendix to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this instrument by their duly authorized officers or representatives on this 27th day of February 2018.

AFSCME COUNCIL 18
Local 1661

Paul J. Montoya, President

BOARD OF COUNTY COMMISSIONERS

Steven Michael Quezada, Chair

Lonnie C. Talbert, Vice Chair

Debbie O'Malley, Member

Maggie Hart Stebbins, Member

Wayne A. Johnson, Member

BERNALILLO COUNTY COUNTY CLERK SEAL STATE OF NEW MEXICO

APPROVED AS TO FORM:

Bernalillo County Legal Department

Date: 2/27/18

ATTEST:

Linda Stover, County Clerk

Dated: 2/27/18