

Barnstable County Correctional Officer's Union By-Laws

Article I. Title

Section 1.01 This Organization shall be known as the Barnstable County Correctional Officer's Union, or BCCOU. This organization is independent and will be represented by the Law Offices of Timothy Burke, as agreed upon.

Article II. Objectives

Section 2.01 To organize those members of the Barnstable Sheriff's Office, who, by individual choice, are members of the collective bargaining unit.

Section 2.02 To afford all union members the benefits of the BCCOU, to constantly improve the working conditions, and constantly strive to attain a higher degree of proficiency in our profession.

Section 2.03 To offer guidelines to the BCCOU in order to conduct daily business with the Barnstable County Sheriff's Department. It should be understood that these by-laws are a guide for the desires of the union and its members, but will not supersede the decisions of a supervisor.

Article III. Membership

Section 3.01 Membership is open to all officers G-0 through G-4.

Section 3.02 In order to be a member of the union in "good standing", the member must be up to date on their monetary obligations to the union (dues).

Section 3.03 Any member of the union body, who voluntarily leaves the union for a designated administrative post (non-BCCOU), may re-enter the body of the BCCOU as the contract in effect provides.

Section 3.04 Any member who voluntarily "drops" union membership pays no dues, but still maintains a position dedicated as a Union Membership Position as defined by the State Labor Relations Commission, may re-enter the union body. A 3/5 majority Executive Board vote and a

written letter stating the reasons for the original “drop” and expression of their ambition to re-enter will be required. No member shall be expelled due to their re-entry.

Section 3.05 No member that is not in “good standing” will not be allowed to participate in any union meeting, elections, or functions. A member can only be classified as not in “good standing” with an Executive Board vote and report from the Treasurer/Secretary. The status will not be changed until rectified by the union member and reported by the Secretary/Treasurer and voted by the Executive Board.

Section 3.06 All union members will be responsible for giving their home address, phone number, and e-mail address, to be confidentially kept and maintained by the Secretary/Treasurer, for the conducting of union business.

Article IV. Union Officials

Section 4.01 Union elections will be held in January of the last year of the current union contract. The newly elected union officials will immediately act as the BCCOU representatives. Election dates will be at the sole discretion of the existing union officials but no later than the 15th of January.

Section 4.02 BCCOU elected officials will consist of the following; President, Vice-President, Secretary/Treasurer, three (3) Executive Board Members, Chief Steward, three (3) Stewards (Day shift, Swing shift, and midnight shift), five (5) Contract negotiators (Lieutenant/Sergeant, Day shift, Swing Shift, Midnight Shift, and 5-2 posts). These will be three (3) year appointments, coinciding with the BCCOU contract. Position titles and responsibilities are as follows:

- A. President:
 - a. Overseeing union meetings.
 - b. Scheduling union meetings.
 - c. Presenting the Executive Board with expenditures/rulings to be voted upon.
 - d. Will be a member of the negotiating team.
 - e. Will not have a vote on the Executive Board.
 - f. Will supply a summary for each grievance and submit it to the Executive Board for approval.
 - g. May represent any union member.
 - h. Will be given the option of the following equipment for facilitation of the position.
 - i. Laptop that will be relinquished at the end of the term.

- ii. Fax/Copy/Scanner combination machine that will be relinquished at the end of the term.
 - i. All press releases, endorsements, and interviews will be made exclusively by the President
 - i. All must be pre-approved by the Executive Board.
- B. Vice-President:
 - a. Will assume the duties of the President, in the absence of the President.
 - b. Will have a vote on the Executive Board.
 - c. Will be a member of the negotiating team.
 - d. May represent any union member.
- C. Secretary/Treasurer:
 - a. Will have a vote on the Executive Board.
 - b. Will present a fiscal report at every union meeting.
 - c. Will maintain an up-to-date bank registry.
 - d. Will be the primary signature for any checks/deposits/withdrawals for the union account.
 - i. The President will be the secondary authorized signer in the absence of the Secretary/Treasurer.
 - e. May represent any union member.
 - f. Will record all votes by the Executive Board and present the results at the two (2) regularly scheduled whole body meetings.
 - g. Will be permitted the use of a laptop computer furnished by the BCCOU.
 - i. The laptop will be relinquished at the end of the term.
- D. Chief Steward:
 - a. Will serve as a steward for the 5-2 postings as well as any other union member.
 - b. Will be the final step in the grievance process before the president.
 - c. Will act as a shift steward in their absence.
 - d. May represent any union member.
 - e. Does not have a vote on the Executive Board.
- E. Steward:
 - a. Will be the first step in the grievance process for a union member.
 - b. Will represent union members who are unable to attend meetings.

- c. Will be the first point of contact for union members to request charitable donations and/or requests for the elected officials.
- d. May represent any union member.
- e. Does not have a vote on the Executive Board.

F. Executive Board:

- a. Will vote to approve/disapprove all expenditures and bills over \$50.00.
- b. Will vote to Approve/Disapprove any grievance brought forth by the President.
 - i. Once a grievance is approved, it can only be removed by a majority vote.
- c. May represent any union member.
- d. May not conduct votes for issues that pertain to the union contract affecting the union body as a whole, those issues will be presented to the union body for a whole body vote.
- e. Voting is measured by majority (3/5).

G. Contract Negotiator:

- a. Will attend negotiation meetings as set by the Administration and Union Officials.
- b. Will approve/Disapprove any and all changes to the current contract for presentation to the union body as a whole.
 - i. All changes will require a whole body vote.
- c. Does not have a vote on the Executive Board.

Section 4.03 The elected union officials shall serve a three (3) year term. There is no limit as to the number of terms that a member can run for a position.

Section 4.04 Any union member wishing to run for a position will be required to submit their name and desire to run in an e-mail to the Secretary/Treasurer in order to be placed onto the ballot.

Section 4.05 Union compensation will be paid to the union officials in the first week of July.

- A. President - \$1500.00
- B. Vice-President - \$1000.00
- C. Secretary/Treasurer - \$750.00
- D. Chief Steward - \$300.00
- E. Steward -\$250.00

Section 4.06 A stipend of \$200.00 shall be paid to members who volunteer their time for official union business.

Section 4.07 At no time will any one (1) union official address administration about contract amendments or changes to membership's job duties, descriptions, hours of work, and/or working conditions on their own. The second person needs only be a member in good standing that can serve as a witness to the discussion. Any changes of this type shall be presented to the union body for a vote.

Section 4.08 At no time will one (1) union official represent the union body as a whole, or individually. A minimum of two (2) members, one (1) being an elected official, must be present to represent the union body as a whole in any and all situations.

Section 4.09 No union official will discuss any open grievances or issues regarding a union member to other union members.

Section 4.10 It will not be the practice of the BCCOU to jeopardize any one (1) union member's job to benefit any other BCCOU union member. No members will be "sacrificed" for another. Each member will have equal access to any attorneys retained by the BCCOU.

Section 4.11 At no time will any union official be able to possess a cell phone or credit card that is paid for by the BCCOU. No union official will be reimbursed for mileage; all union officials will be compensated annually.

Section 4.11 In the event of an elected official being absent for an extended period of time, adjustment will be made to ensure that the union body is not negatively impacted.

- A. Absences will be defined as a departure from work for retirement, Worker's Compensation, FMLA, and or a change of shift or reassignment for shift stewards.
- B. For absences of less than one (1) month will result in no change.
- C. For absences between one (1) and six (6) months, an elected official will assume the additional duties for the official that is absent.
 - a. The Vice-President will stand in for the President.
 - b. The Secretary/Treasurer will stand in for the Vice-President
 - c. The President will stand in for the Secretary/Treasurer.
 - d. The Chief Steward will stand in for any Steward.
 - e. The Chief Steward, Negotiation team and Executive Board members will not be replaced.
- D. For absences over six (6) months the Executive Board will determine if a permanent replacement is warranted.

- a. A posting will be made, giving two (2) weeks for interested members to volunteer, and a whole body vote will follow to fill the position if there is more than one (1) interested member.
- E. Union officials will be returned to their position upon return from absence.

Article V. Contract Negotiation Committee

Section 5.01 Contract negotiations will start in January, in conjunction with the union officials' new terms. This committee will be solely used for contract negotiations and will assemble with the President, Vice-President, and Executive Board. A meeting with the negotiation committee will be set no sooner than seven (7) days prior to a regularly scheduled negotiation meeting with the administration.

Section 5.02 Once a new contract has been agreed upon with the negotiation committee and the administration, a copy will be distributed to the entirety of the union body, at the expense of the BCCOU.

- A. A whole union body meeting will be scheduled by the President and representing attorney for a full review and clarification of the proposed contract.
- B. A full body vote will be held in order to accept or reject the proposed contract, as present, with the results being brought forth to the administration.

Section 5.03 Upon completion of the contract negotiations and acceptance and signing of the new contract, the position of Contract Negotiator will remain and will address contract change proposals that arise throughout the life of the contract.

Article VI. Union Meetings

Section 6.01 There will be four (4) scheduled union meetings per year. Two (2) will be for the President and Executive Board. The Negotiation Committee will be included while in contract negotiations. The other two (2) will be open meetings for the union body as a whole.

Section 6.02 The President may call for additional emergency meetings. The dates for these meetings must be announced at least seven (7) days prior to the meeting.

Section 6.03 If the Executive Board is present with a petition, with a minimum of validated signatures amounting to twenty percent (20%) of union members in "good standing", they may demand that the President post and preside over a meeting within the next thirty (30) days.

Section 6.04 All elected officials must be in attendance at no less than 75% (3/4) of the regularly scheduled union meetings. Any elected official that is not in attendance at 75% (3/4)

of the regularly scheduled union meetings will be reviewed by the Executive Board. The Executive Board may dismiss that elected official or choose to withhold some or all of that official's stipend, for that year.

- A. Stipend pay may be suspended wholly or in part one (1) time pre year, but up to three (3) times per elected term.
- B. An Official that is scheduled to work on the day of a Union meeting will be excused from that meeting without perjury or penalty.
 - a. Forced overtime will be considered a scheduled shift for these purposes.
 - b. This will not include voluntary shifts taken by the official.

Article VII. Expulsion of Elected Officials

Section 7.01 An elected official may be removed from their position due to their negligence, failure to fulfill their job obligations, or whose conduct has fallen contrary to the purpose of the BCCOU and its members.

Section 7.02 After an inquiry of the Executive Board, any elected official may be removed from their position with a 3/5 majority vote. At which time, a vote will be presented to the BCCOU and held within thirty (30) days of the Executive Board's decision. The Expulsion will be upheld with a majority (51%) of the voting members in support. Less than a majority (51%) of voting members supporting the expulsion will cancel the expulsion and the elected official will remain in place.

- A. Any vacated positions will be filled through nomination and Whole body vote to be held within thirty (30) days of expulsion.

Section 7.03 The union membership may submit, to the Executive Board, a petition with validated signatures, amounting to no less than twenty percent (20%) of members in "good standing", to remove an elected official from their position. This petition will demonstrate the offence that was negligent, failing in obligation, or the conduct that has fallen contrary to the purpose of the BCCOU. This will supersede the Executive Boards 3/5 majority vote requirement for expulsion.

Article VIII. Union Guidelines

Section 8.01 No union official or member can change any part of these articles without a majority (51%) whole body vote.

Section 8.02 No union member has the right to bargain away or negotiate to bargain away terms gained through the efforts of the Negotiation Committee.

Section 8.03 No elected official may invite outside parties to union meetings or union functions without the prior approval of the Executive board as determined by a 3/5 majority vote.

Section 8.04 No member or elected official will attempt to decertify the union without a majority (51%) vote from the whole union body.

Section 8.05 A three (3) year contract will be maintained, with a six (6) month *opt to drop* clause, with the representing attorney for the BCCOU. Six (6) months prior to the end of the three year contract, a vote will be taken by the Executive Board for the contract renewal.

- A. If the contract renewal passes the 3/5 majority Executive Board vote, there will be no change in the attorney representation.
- B. If the contract renewal fails, a whole body vote will be held to confirm (51%) the termination of the contract.
- C. If the union body presents the Executive Board with a petition containing validated signatures amounting to twenty percent (20%) of members in “good standing” to terminate the contract, the 3/5 majority vote will be superseded and a whole body vote will be conducted.
- D. If the contract is not renewed, it will be the responsibility of the President and Executive Board to present the union body with other options, within sixty (60) days, to vote upon as a whole body.
 - a. A replacement attorney contract will be decided upon prior to the termination of the existing contract.
 - b. If no suitable attorney contract can be found, the existing contract shall be renewed.

Article IX. Amendments to the By-Laws

Section 9.01 Any requested amendment to the By-Laws shall be submitted, in writing, at a regularly scheduled union meeting.

Section 9.02 Amendments submitted and discussed at a union meeting shall be presented to the Executive Board for a vote. With a 3/5 majority vote, the amendment will be presented to the union body for a whole body vote. The results of the whole body vote will be final and binding.

Section 9.03 Any amendment voted down by the Executive Board can be overturned with a petition of validated signatures, amounting to twenty percent (20%) of members in “good standing” resulting in a whole body vote. The results of the whole body vote will be final and binding.

Article X. Union Dues

Section 10.01 Union dues will be deducted bi-weekly for each participating member. Dues will be deducted in the amount of \$21.77 per pay period.

Section 10.02 From those dues, fees for the attorney will be deducted and the remainder will be deposited into the union account, which is to be maintained by the Secretary/Treasurer.

- A. Fees for the attorney may vary depending on the established attorney contract.
- B. The current attorney contract is with *The Law Offices of Timothy Burke and Associates* at \$38.10 per month, per member in “good standing”.

Section 10.01 Any changes to the BCCOU dues will require a majority vote presented to the whole body. The Secretary/Treasurer will present, to the union body, the amount of the increase and the reasoning for it.

- A. The BCCOU shall have sole discretion over the amount deducted for dues through their votes.

Section 10.04 If, at any time, the BCCOU account should fall below \$50,000.00, the dues can be raised with a 3/5 majority vote from the Executive Board.

- A. The raise will not be more than \$5.00
- B. The raise will not continue for more than six (6) months without the confirmation of a whole body vote.
- C. All spending will need approval through an Executive Board vote.
- D. No donations may be made until the raise has been ratified through a whole body vote, or removed.
- E. The BCCOU treasury account will be audited by the Executive Board, with the addition of two (2) members of the union body.

Article XI. Donations

Section 11.01 The BCCOU will donate when able to, and with the approval of the Executive Board for a standard donation of \$100.00.

- A. Donations over \$100.00 may be permitted if approved through the Executive Board.
- B. Requests for donations can be made to any elected official for presentation to the Executive Board.

Section 11.02 The BCCOU will assist an officer when approved by the Executive Board for a standard \$500.00 donation.

- A. Additional funding and/or further donations may be made to an officer with the approval of the Executive Board.

Section 11.03 Donations made will require receipts to be filed by the Secretary/Treasurer in order to ensure the validity of the donation.

Section 11.04 There are five (5) scholarships valued at \$500.00 each that are maintained by the BCCOU. The scholarships will be paid in the form of a check to the recipients. The scholarship requirements and recipients will be determined by the Scholarship Committee, which will be comprised of three (3) members of the BCCOU in “good standing”. The scholarships are:

- A. Danny Kelly – Whitman/Hanson High School graduate, attending college, decided by Whitman/Hanson High School.
- B. Chris Ellis – A child of a union member in “good standing”, attending college.
- C. Shakina Wright – A child of a union member in “good standing”, attending college.
- D. Richie Maddox – A Barnstable High School graduate, attending college.
- E. Jason Thomas – A union member in “good standing”, or their child, attending college.

Article XII. Committees

Section 12.01 Any committee can be formed with a majority vote from the Executive Board.

- A. These committees have to be used solely in a positive manner for the union.
- B. At no time can a committee represent the BCCOU or its members to the administration. The only exception is the Negotiation Committee.
- C. No committee may make public announcements on behalf of the BCCOU or its members.
- D. With the request of the President and a majority vote from the Executive Board, any committee may be abolished.

Article XIII. Grievances

Section 13.01 A grievance can be present to a Steward at any time. The following guidelines pertain to non-disciplinary grievances.

- A. If the grievance cannot be solved through the stewards, it will be sent to the President to bring to the administration with an additional union member.
- B. If there is no acceptable resolution found, the President will present the grievance to the Executive Board for review and vote.
 - a. If the Executive Board approves the grievance, it will be forwarded to the attorney representing the BCCOU to be officially written and served to the administration.
 - b. If the Executive Board rejects the grievance, it can be overturned with a written petition with validated signatures of members in "good standing", amounting to twenty percent (20%) of the union body, and a subsequent whole body vote.
- C. The results of all grievances will be recorded by the Secretary/Treasurer and presented at the open union meetings. This will include disciplinary grievances in order to establish a "past practice" pattern for discipline served from the administration.
- D. Once a grievance has been filed with the attorney, it can only be removed with a 3/5 majority vote from the Executive Board.