
Meeting Date: June 26, 2019
Staff Contact: Mark S. Sanchez, Executive Director

TITLE: C-19-25 – Approval of Collective Bargaining Agreement with AFSCME Local 624

ACTION: Recommend Approval

BACKGROUND:

The Water Authority and AFSCME Local 624 Blue Collar Series began contract negotiations for a new collective bargaining agreement on May 9, 2019, as the current contract is due to expire on June 30, 2019. Over the course of six sessions ending on June 5, 2019, the Water Authority and AFSCME Local 624 reached an agreement on all Articles of the contract. On June 12, 2019, a tentative Collective Bargaining Agreement between the Water Authority and AFSCME Local 624 was ratified by vote of the Union Membership.

SUMMARY:

The CBA includes a three year wage proposal from FY20 through FY22. For FY20, Article 9 Wages includes a 2% base pay (1 Step) increase for all bargaining unit employees and a one-time lump sum payment of \$150 for employees who are not currently in demotion status. FY21 and FY22 include a 2% base pay (1 Step) increase for each of those fiscal years.

Shift differential for employees required to work swing and graveyard shifts was increased by 5% to compensate for possible impacts on quality of life and to attract more employees to bid for these shifts.

Language in Article 32 was clarified to cap the increase in pay for temporary upgrades to no more than the rate of pay for the manager who normally serves in that position.

Eight other non-financial Articles were the subject of minor revisions, mostly clarifying the expectations of the parties in the employment relationship. The approval of this CBA, along with approval of AFSCME Local 2962 Clerical Series CBA which is also on the Board's agenda, combined with AFSCME Local 3022 Management Series four year CBA approved in 2018, now aligns all three union contracts to extend to June 30, 2022.

FISCAL IMPACT:

The CBA's 2% increase in wages is accounted for in the ten-year financial plan of the Water Authority, and aligns with the FY20 Operating Budget recently approved. The one-time lump sum payments will be absorbed with salary and other savings.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE ALBUQUERQUE BERNALILLO COUNTY
WATER UTILITY AUTHORITY**

AND

AFSCME LOCAL 624

**Affiliated with the American Federation of
State, County, and Municipal Employees
(AFSCME Local 624, AFL-CIO, CLC)**

**JULY 1, 2019 THROUGH
JUNE 30, 2022**

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ARTICLE 1 PREAMBLE

- A. THIS AGREEMENT has been made and entered into between Albuquerque Bernalillo County Water Utility Authority (hereinafter referred to as the “Employer” or the “Authority”) and the Union, of the American Federation of State, County, and Municipal Employees, AFL-CIO, Local 624 (hereinafter referred to as “The Union” or “Union”).
- B. The parties agree that their respective policies or activities will not discriminate against any employee covered by this Agreement because of race, age, sex, color, national origin, union or non-union affiliation/membership, ancestry, religion, disability, sexual orientation, Vietnam Era veteran status, spousal affiliation, sexual orientation, gender identity, physical and mental handicap, or serious medical condition. Sexual harassment will not be tolerated.
- C. The general purpose of this Agreement is to provide for orderly and constructive employee relations in the public interest and in the interest of the employees herein covered and the Authority as Employer; to maintain harmony, cooperation, and understanding between the Employer and the employees in the bargaining unit as set forth in Recognition; to afford protection of the rights and privileges of all employees in the bargaining unit and the Employer; and to ensure the orderly and efficient delivery of quality services to the citizens served by the Authority.
- D. The parties agree this Agreement will be administered in accordance with its terms and conditions.

ARTICLE 2 SCOPE OF AGREEMENT

- A. This Agreement relates to the employees of the Authority in the designated collective bargaining unit as set forth in Recognition. The parties do hereby acknowledge that this Agreement represents an amicable understanding reached by the parties as the result of negotiations of the parties as provided in the Authority Labor Management Relations Ordinance.
- B. This Agreement replaces in its entirety any and all previous Agreements and represents the only Agreement of the parties hereto. When any conflicts occur, this Agreement shall govern except as provided by Section 10-1-24 of the Authority Merit System Ordinance and as provided in the Labor Management Relations Ordinance.
- C. Under normal circumstances, the Union will be given prior notice of proposed changes in Authority-wide written policies that directly affect bargaining unit employee working conditions. The Union will be given fourteen (14) days from the time of notice to provide input. This input period may or may not delay implementation, but may require revision or cancellation of the originally

proposed policy. The parties may agree to adjust time limits by written mutual consent.

- D. The Union will be allowed to provide input through the Human Resources Manager on all changes in policies, rules, and handbooks.
- E. All existing MOUs shall expire when this Agreement is ratified and signed by the parties unless the parties agree in writing to extend the MOUs.

ARTICLE 3 RECOGNITION

- A. The Authority recognizes Local 624 as the sole exclusive bargaining representative in all matters pertaining to wages, hours, working conditions, and all terms and conditions of employment for employees described herein.
- B. The Authority recognizes Local 624 as the exclusive bargaining representative for all non-probationary, full and part time, classified B-series employees as set forth in Appendix A.

ARTICLE 4 (INTENTIONALLY LEFT BLANK)

ARTICLE 5 DUES DEDUCTION

- A. During the life of this Agreement and upon receipt of a voluntary authorization for dues deduction card, the Authority will deduct from the pay of each employee who has executed an authorization card, membership dues levied by the Union in accordance with its constitution and by-laws. The Union will provide dues deduction and termination cards. Termination cards must be signed by the Union President and submitted to Payroll. An employee wishing to terminate their dues may do so during the first week of July and the first week of January. The Union must notify the employees of this option in writing during the month of June.
- B. The Authority agrees to forward to the Local 624 Treasurer all dues withheld pursuant to valid authorization cards. Dues withheld will be forwarded to the designated Union Treasurer for each payroll period. The Authority will be notified in writing as to who the designated Union Treasurer is by the elected Union President.
- C. Employees may authorize for payroll deduction amounts over the minimum dues levied by the Union by submitting a written voluntary request on an approved form.
- D. Employees promoted to a position outside the bargaining unit will be automatically withdrawn from Local 624 membership.
- E. All bargaining unit employees will be automatically dropped from paying Union dues while on early retirement from Authority services.

- F. The Union shall indemnify, defend, and save the Authority harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or as a result of any conduct taken by the Authority for the purpose of complying with this section.

ARTICLE 6 UNION RIGHTS

- A. The Union President will notify the Authority's Human Resources Manager in writing no later than September 1st of each year of the Union's designates. The Union President will notify the Human Resources Manager within five (5) workdays of the appointment of a status change in new designates. If an employee chooses a representative other than the one identified on the list provided by the Union President, the Human Resources Manager will be given advance notice.
- B. The employer agrees that Local 624 Officers, staff representatives, and stewards shall have reasonable access to the premises of the Employer after giving appropriate notice and obtaining prior approval from the Manager of Human Resources. Such visitations shall be for the purpose of administering this Agreement. The Union agrees that such activities shall not interfere with the operational requirements of the Employer. The Employer will designate a meeting place or will provide a representative to accompany Union officials where significant security requirements exist. Union staff representatives or local Union representatives may request meetings as needed to prevent, clarify, or resolve a problem.
- C. Local Union officers will continue to be granted time off without pay from their normal duties to attend conventions, conferences, and seminars previously identified by the parties and monthly Union meetings on the second Wednesday and last Wednesday of the month. Union officers may also be granted leave without pay for Union matters approved by the appropriate supervisor or the Human Resources Manager. For the purposes of this paragraph, "Union Officers" shall be limited to the elected officers and executive board members of the Union. Requests for this leave that exceed ten (10) days will be subject to the approval of the Executive Director. The employee may utilize accumulated vacation time or leave without pay for these purposes. Identified Local Union stewards/representatives may be granted time off without pay from their normal duties to attend monthly Union meetings on the second Wednesday and last Wednesday of the month. Steward/representative leave without pay shall be subject to the prior approval of the steward/representative's supervisor. The supervisor shall determine whether or not to approve a steward/representative's request based solely on the operational needs of the Authority. Sick and annual leave will not be prorated for employees on leave without pay under this subsection.
- D. A Union officer, a steward, or a representative designated by the Union President shall be on paid time for the duration of a hearing or meeting occurring during the

employee's normal work hours plus up to thirty (30) minutes travel time each way when that representative: 1) attends a meeting requested by the Authority with the Union representative in an attempt to resolve an issue; 2) a contemplated disciplinary action hearing involving a bargaining unit employee; or 3) a Step One or Two grievance meeting when requested by a bargaining unit employee when charges directly affecting Authority employees represented by the representative are being addressed. Only one (1) representative shall be granted leave with pay for any single hearing.

- E. The President/designee shall be granted reasonable time as approved in advance by the Manager of Human Resources to facilitate positive labor-management relations between the Authority and the employees represented by the Union, and to resolve issues at the lowest possible level. The President may designate an alternative employee for this leave provided the President is on approved leave for the time designated.
- F. The President/designee and union stewards/representatives shall request this time in Kronos to the representative's immediate supervisor, which request shall include the specifics of what the leave will be utilized for in the note section in Kronos. Union time is subject to approval of the Human Resources Manager. The document shall be submitted prior to the activities and reconciled with an actual time entry before the end of the pay period in which the activity occurred.
- G. A locked bulletin board will be furnished by the Authority for the posting of official Union notices and other information. Such notices shall not include religious, political, derogatory, inflammatory, or discriminatory notices. The bulletin board will not be used to criticize the Union, and any of the Union policies, any of the Union officials, management, any management policies, or any management employee.

ARTICLE 7 (INTENTIONALLY LEFT BLANK)

ARTICLE 8 NON DISCRIMINATION

The parties agree that neither the Union's nor the Authority's respective policies or activities will discriminate against any employee based upon race, age, sex, creed, color, national origin, religion, marital status, veteran status, sexual orientation, disability, or Union or non-Union affiliation/membership, or other protected classes set forth in the Authority's Labor Management Relations Ordinance.

ARTICLE 9 WAGES

- A. Bargaining unit employees will receive an increase to the employee's regular hourly rate of pay for Fiscal Years 2020, 2021, and 2022, as follows:
 - 1. Effective the first full pay period following ratification and signature of this

Agreement, bargaining unit employees will receive a two percent (2.0%) pay increase. All bargaining unit employees who have not received a disciplinary action of demotion, which is currently still in effect, during Fiscal Year 2019 will receive a one-time lump sum payment of one hundred fifty dollars (\$150.00) during the first quarter of Fiscal Year 2020.

2. Effective the first pay period of fiscal year 2021, bargaining unit employees will receive a two percent (2%) increase to the employees' regular hourly rate.
 3. Effective the first pay period of fiscal year 2022, bargaining unit employees will receive a two percent (2%) increase to the employees' regular hourly rate.
- B. Longevity pay shall be frozen at current rates and eligibilities and will be paid only to current blue collar bargaining unit employees receiving longevity as of July 1, 2010, (as shown in Appendix B) for the duration the employee remains in the blue collar bargaining unit. No future movement in longevity steps nor additions of employees to the longevity scale ~~below~~ will occur.

Employees whose regular work assignments begin during the times designated below are eligible to receive shift differential for regular hours worked or hours on approved leave with pay:

Swing Shift ten percent (10%) of regular hourly rate) start time between 11:59am and 6:59pm

Graveyard Shift fifteen percent (15%) of regular hourly rate) start time between 7:00pm and 3:59am

ARTICLE 10 OVERTIME

- A. Overtime will be paid in accordance with law and the Authority's Personnel Rules and Regulations.
- B. For the purpose of computing overtime, actual time worked and paid holidays and vacation leave approved in accordance with Rules and Regulations will be considered time worked.
- C. Employees required to work on holidays will be paid regular holiday pay plus time and one-half (1-1/2) for hours actually worked.
- D. A meal period of thirty (30) minutes shall be offered to employees required to work more than two (2) hours beyond their regular shift.
- E. Scheduled Overtime:

1. The employer shall prepare, maintain, and post an up-to-date scheduled overtime list by classification and seniority within the work unit at least two times per year. Employees who have signed up for voluntary overtime shall be offered overtime in seniority order on a rotating basis. If overtime will be available, a holiday overtime voluntary list shall be posted at least 30 days before each holiday. If the above procedure has been followed and no employee on the list is available for overtime work, overtime shall be assigned in reverse order of seniority on a rotating basis. The employee assigned will be required to work the overtime. Scheduled overtime is overtime that is anticipated and can be reasonably scheduled in advance.
 2. An employee assigned scheduled overtime may exchange with another employee within the same work unit. Such overtime exchange must be signed by both employees on the Overtime Exchange form and approved and signed by the supervisor in advance. The employee agreeing to work the overtime is responsible for fulfilling the overtime hours.
- F. Unanticipated overtime is all overtime which cannot be anticipated and/or reasonably scheduled in advance of the employee's regularly scheduled shift. Unanticipated overtime work assignments, which immediately follow a regular shift, may first be assigned to the employees who are performing the work at the end of the regular shift. For Field – Distribution work unit, overtime that cannot be anticipated and where no employees are currently on shift, the crews assigned to the designated "on-call" Operation and Maintenance Supervisor will be called in first and if that crew is not available, then a blended crew, based on the needs of the Authority and nature of the work to be done, will be called from the voluntary overtime list by seniority.
- G. Employees working 12-hour shifts within the designated work unit will have two and two-thirds (2.667) overtime hours earned in a 48-hour week applied to the 36-hour week to total forty (40) hours each week and five and one third (5.333) hours of overtime each pay period.

ARTICLE 11 COMPENSATORY TIME

Prior to working an overtime assignment the employee and management by written mutual agreement may provide for the overtime assignment to be worked for compensatory time off at one and one half (1 ½) the hours worked over forty (40) hours per week.

- A. The maximum accrual of compensatory time is eighty (80) hours. Compensatory time not taken within 180 days from the date of accrual will be paid to the employee.
- B. Employees who have accrued unused compensatory time at the time of termination of employment shall be paid for the unused compensatory time at the employee's

current rate of pay if such time cannot be scheduled and taken prior to the termination date.

- C. An employee may choose to utilize accrued compensatory time or vacation, subject to approval.
- D. An employee may request to convert compensatory time to cash payment during the 180 days.

ARTICLE 12 CALL-IN GUARANTEE

An employee called back to work, in addition to his/her normal work schedule, will be guaranteed for each such call-in a minimum of two (2) hours at time and one-half (1 ½). Call-in time shall commence at the time the employee is contacted and shall include a reasonable amount of time for travel to work. This provision will not apply if the overtime immediately precedes or immediately follows the regular work shift. This benefit may not require that call-in be paid again if additional call-ins occur within the two hours already guaranteed.

ARTICLE 13 STANDBY TIME

The Authority may place employees on standby and provide the employee a pager or cell phone while on standby. An employee on standby must remain available to report to work within thirty (30) minutes of being called. An employee serving on standby will be compensated at twenty-two percent (22%) of the employee's hourly rate for all authorized hours spent on standby. An employee called in to work while on standby will be paid their hourly rate for all time actually worked and will not receive compensation of standby pay for these same hours. Standby time is not time worked and will not be considered time worked for the purpose of computing overtime.

ARTICLE 14 INSURANCE

- A. The Authority will pay 80% of the health premium and the employee will pay 20% of the premium of plans offered by the Authority.
- B. The Authority will pay 80% of the dental premium option selected by the employee and the employee will pay the difference of plans offered by the Authority.
- C. The employees will be offered an open window of enrollment when a plan provider changes at no fault of the employee.
- D. The Authority will continue to provide basic life and accidental death coverage at no cost to all bargaining unit employees working twenty (20) or more hours per week. The Union will be allowed to use payroll deduction to provide one supplemental Life Insurance Plan, subject to payroll approved vendors.

ARTICLE 15 RETIREMENT

- A. The Authority will continue to offer PERA Municipal Plan 3 to all bargaining unit employees as allowed by law and PERA regulations. The Authority will pay seventy-five percent (75%) of the contribution as of June 1, 2013, and fifty percent (50%) of the one and one-half percent (1.5%) statutory increase to the employee's contribution, which took effect on July 1, 2013.
- B. Pre-Retirement Counseling: The Authority will continue to provide pre-retirement counseling through Human Resources. Employees who are within three (3) years of being eligible to retire will be granted four (4) hours of administrative leave with pay to attend pre-retirement counseling.
- C. Employees are eligible for early retirement in accordance with the Authority's Personnel Rules and Regulations 403.11 and 403.12.
- D. Employees with questions regarding their eligibility for retirement should contact PERA at 1-800-342-3422.

ARTICLE 16 LEAVE PROVISIONS

Except as outlined specifically in this Article, leave provisions will be handled in accordance with Authority Personnel Rules and Regulations. If any changes occur during the term of this Agreement to the following Personnel Rules and Regulations, the Water Authority shall notify the Union President prior to implementation. Any concerns regarding changes to the leave provisions shall be addressed through the Human Resources Manager.

- A. Leave with Pay: Section 401.
- B. Birthday Leave: Section 401.1.
- C. Vacation Leave: An employee shall accrue vacation as follows:

CONTINUOUS SERVICE	REGULAR WORK WEEK	ACCRUAL PER PAY PERIOD	ACCRUAL PER YEAR	TOTAL OF HOURS
1 month to 60 months	40 Hours	3.845	12.5 Days	100 Hours
61 months to 120 months	40 Hours	4.615	15.0 Days	120 Hours
121 months to 180 months	40 Hours	5.539	18.0 Days	144 Hours
181 months and over	40 Hours	6.153	20.0 Days	160 Hours

1. Annual vacation bidding for available vacation slots will occur during the months of January through March of each year. During the first round of bidding, employees shall bid for up to three (3) blocks of one hundred twenty (120) hours. After the first round of bids, a second bid will be conducted for any remaining vacation slots. On the second bid an employee may schedule additional blocks of forty (40) hours or the maximum amount of accrued vacation, however, the employee is limited to vacation slots that are left after the first round. Vacation will be bid on the basis of seniority by work unit and classification. After the second round of bidding, vacation requests for available vacation slots will be considered on a first come first serve basis.
 2. Employees who have accumulated over one year vacation may convert 50% of the accumulation over one year to a cash payment once per year.
 3. Employees will be allowed to use their accrued vacation time when an employee's sick leave has been exhausted.
 4. Employees within the bargaining unit who separate from the Authority will be compensated in cash for any unused vacation. In the event of an employee's death, the total accrued vacation balance will be paid to the employee's beneficiary as identified in the life insurance policy by the Authority.
 5. Leave without pay may, at the discretion of the Division Manager, be used to supplement vacation leave up to a maximum amount of vacation utilized.
- D. Holidays: Section 401.3. The Authority may add additional holidays or adjust the days observed but may not decrease the number of holidays.
- E. Sick Leave: Section 401.4. Employees on eight (8) hour shifts who have been absent from work for sick leave on at least three occasions and have missed more than fifty-six (56) hours of personal absence or sick leave during the last twelve months shall not be granted further personal absence or sick leave until their utilization falls below this level. Employees working ten (10) hours shifts shall receive sixty (60) hours of personal absence and employee working twelve (12) hour shifts shall receive seventy-two (72) hours of personal absence leave.
1. Emergency leave: Granted when a physician determines that an employee's absence from work is medically necessary for the employee or medically necessary to care for a sick or injured dependent, or medically necessary due to a serious illness or death in the immediate family of the employee, as detailed in the Authority Personnel Regulations.
 2. Hospitalization or outpatient surgical procedure

3. Serious Illness: requires a physician's statement
4. Disability: Requiring long-term absences, including pregnancy.
5. Legal quarantine

Employees requesting sick leave which is not considered as personal absence must provide a physician's statement documenting the reasons for their request. The parties recognize that it is the individual employee's responsibility to keep track of his/her personal absence sick leave usage and to be aware when he/she may not be paid for further utilization of this type of sick leave. Except for flagrant violations, no disciplinary action shall be taken against employees not in compliance with this subsection.

- F. Donation of Sick/Vacation Leave: This leave is designed to assist employees who have an illness or injury to the employee, their spouse, domestic partner, child, or parent.
1. Criteria for receiving donation leave:
 - a. Employee must be off probation
 - b. No suspension of more than 30 days in the 12 months preceding the request
 - c. Must have exhausted all their leave accruals
 - d. Employee must have completed an FMLA form
 2. Vacation/sick leave donations will be done in the following procedure:
 - a. Employee or Union must submit a written request for vacation/sick leave donation to the employee's Division Manager or designee. The manager or designee will sign the request if the employee meets the criteria.
 - b. The employee or Union will deliver the signed request to the Human Resources Manager.
 - c. The Human Resources Division will post the approved vacation/sick leave donation request.
 - d. Donations will be solicited within the division first for two (2) weeks.
 - e. If insufficient leave is donated within the division, the employee or Union may solicit from other divisions.
 - f. The Division Manager or designee will coordinate with the Payroll Division the transfer of hours.
 3. Conditions of donated leave:
 - a. Donation leave will be converted to a dollar value and then converted to hours based on the recipient's hourly rate. This donation leave will be converted on a one for one basis.

- b. Recipient will not accrue vacation or sick leave while on donated leave status.
 - c. Once an employee returns to work, all remaining donated hours will be reinstated to the donating employee(s).
 - d. Recipients are responsible for notifying their division of any changes in status requiring the termination of donated leave status.
 - e. Donation of sick/vacation leave is strictly voluntary; no employee is required to donate.
- G. Bereavement Leave: Section 401.6, however, employees will be allowed to utilized up to five (5) days of emergency leave for bereavement.
- H. Hardship Leave: Section 401.7.
- I. Work Offsite: Section 401.8.
- J. Educational Leave: Section 401.9, not to exceed four (4) hours per week for a full-time employee.
- K. Family and Medical Leave: Section 401.11.
- L. Leave to Vote: Section 402.1.
- M. Jury Duty: Section 402.3.
- N. Blood Donation Leave: Section 402.4.
- O. Unpaid Leave: Section 402.5. The Authority may provide a one year leave without pay for the purpose of performing the full-time duties of Chief Steward. The Authority may contract out this position while the employee is on leave.
- P. Administrative Leave: Section 402.6.
- Q. Military Leave: Section 402.2 and Administrative Instruction.
- R. Parenting and Maternity Leave
 Except as agreed below, parenting and maternity leave shall be provided in accordance with federal law.
 - 1. A permanent, non-probationary employee who is not eligible for leave under the Family Medical Leave Act (FMLA) may be allowed to take up to three (3) days sick leave, vacation leave, or leave without pay for the birth or adoption of a child.
 - 2. An employee who is eligible for leave under the Family Medical Leave Act will be allowed to utilize three (3) days emergency leave for the birth or adoption of a child, in addition to leave mandated by the FMLA.

3. All requests for FMLA leave will be handled through Human Resources.
4. An employee who utilizes paid leave for an approved FMLA absence will be allowed to use accrued sick leave or vacation leave, prior to taking an unpaid leave.

ARTICLE 17 HOURS OF WORK

- A. Employees' work schedules and hours of work will be determined by the Authority and shall be governed by Fair Labor Standards Act (FLSA) and delivery of services. The normal workweek for full-time employees will consist of five (5) consecutive eight (8) hour days, four (4) consecutive ten (10) hour days, or twelve (12) hours shifts with consecutive days on a modified workweek. In areas where the employees and management wish to implement flexed work schedules, the hours may be modified by written mutual agreement. Upon request by either party, the parties shall meet to discuss proposed shift changes.
- B. Normally, full-time employees shall be provided a minimum of an eighty (80) hour bi-weekly work schedule. When temporary conditions are such that normal duties cannot be performed as a result of such factors as weather or lack of equipment, the Authority may assign alternate duties to the affected employees or the employees may utilize accrued vacation or leave without pay. Nothing in this Section shall be construed to preclude actions under a Reduction in Force/Layoff as provided for in this Agreement.
- C. The parties, by mutual agreement, may establish pilot programs to allow for non-consecutive days off.
- D. Changes in an employee's schedule or reporting facility require the employee be given at least five (5) working days' notice of the change, except in cases of emergency. Any temporary changes in work hours will not exceed thirty (30) calendar days. This language does not condone a pattern of repeated temporary changes.
- E. Employees who have their work schedules changed on a temporary basis or who have their work schedules changed due to a modified or light duty assignment shall be given reasonable notice.
- F. For purposes of this section, flex time schedules shall be defined as requests from employees to their immediate supervisor for approval for a change to the employee's starting time, quitting time, or lunch time.
- G. For purposes of this section, modified work schedules shall be defined as applicable only when an employee has returned from a work-related injury and is on light duty status.

ARTICLE 18 WORK SHIFTS/SHIFT PREFERENCE

- A. Shift bids for shifts and/or days off will take place once a year, in January or February, within work units where shift work exists. When a vacancy exists within a work unit, a shift bid may occur outside of the regular period to bid. Employees will be awarded shifts based on seniority within the work unit. The seniority definition used for a bid will be continuous full-time divisional, work unit service within the classification (job code) and operational unit affected by the bid. The Union, Chief Operating Officer, and/or the Executive Director may, through the execution of a memorandum of understanding, agree to alternative definitions. The Union will be allowed to conduct on-site elections to determine employee preference concerning seniority definitions, if needed, as determined by the Union President.
- B. A “work unit” is defined as the functional area to which an employee is assigned based on the employee’s current shift selection.
- C. The parties agree that Authority work units are:
 - 1. Field - Distribution
 - 2. Field – Collections
 - 3. Field – Lift/Vacuum System
 - 4. Field – Area Operations
 - 5. Plant - Surface Water Production/Treatment
 - 6. Plant – Ground Water Production/Treatment
 - 7. Plant – Water Reclamation
 - 8. Customer Services
 - 9. Soil Amendment Facility
- D. The parties agree that work units within other areas will be by mutual agreement by the parties.
- E. Employees assigned shift work will not be scheduled on rotating shifts and/or days off (i.e. 1st quarter on days, 2nd quarter on swing, etc.).
- F. Consecutive Shifts: An eight (8) hour period of non-work status must be granted to all employees assigned to work two (2) complete consecutive shifts or a majority of the second shift. For safety purposes, employees will not be required to work more than sixteen (16) consecutive hours. Within thirty (30) days, the parties will meet to enter into an MOU to address those instances in which an employee does work beyond sixteen (16) consecutive hours.
- G. Split Shifts: No employee will be assigned a split shift.

ARTICLE 19 CLASSIFICATION AND REORGANIZATION

- A. The official job descriptions will be maintained by Human Resources and placed on the Authority's website. It is recognized that job descriptions generally describe the duties performed but does not precisely define each specific task an employee may be required to perform. In the event an employee or the Union has concerns about job specifications, the employee or Union shall put such concerns in writing to the Human Resources Manager.
- B. It is recognized that the evaluation and classification of positions within the Authority are the responsibility of management. The authority to request a restructuring and/or re-evaluation of a position lies with the Division Manager.
- C. The Authority will provide the Union President with a copy of any changes to the job description which has the potential to affect the position's level or is a change to the educational or licensure requirements. The Union President will be given the opportunity to provide written input within five (5) days of receipt of the changes prior to implementation through the Executive Director regarding such changes.

ARTICLE 20 SENIORITY

- A. Seniority for the purpose of this Agreement, except in those sections containing alternative definitions, is defined as follows: The length of continuous service with the Authority as a full-time or part-time non-probationary classified employee within this bargaining unit. Continuous service shall not be considered to have been interrupted if the employee has been on an approved leave of absence. Seniority shall be applied as specifically provided for in this Agreement.
- B. All divisions will post a seniority roster by classification in the work unit. Seniority rosters will be updated at least semi-annually with a copy to the steward unless there has not been a change in the list.
- C. The Union will determine breaks in ties for employees hired on the same date. The resolution will be: reduced to writing, signed by the employees and the Union Representative, and submitted to the Human Resource Manager.

ARTICLE 21 BIDDING ON VACANCIES

- A. All circulars will be posted in a timely fashion and a copy will be provided to all stewards. Vacancies will be posted for at least five calendar days, not including weekends and Authority holidays. When filling vacancies, first consideration will be given to qualified employees from within the division. If no employee from within the division is selected, other applicants will be considered. Time spent on temporary upgrades, on the job experience, and training will be considered. Authority-wide circulars for bargaining unit positions will be made available to the Union through Human Resources.
- B. Vacant position circulars shall state the position title, job code, qualification, shift

assignment, work location, rate of pay, and safety sensitive designations. It is recognized that the shift assignment may change as a result of the exercise of shift preference.

- C. Any employee who meets the skills, training and experience requirements may bid for the posted position.
- D. Employees who wish to transfer to a different work assignment within their current classification and division must submit a written request indicating their desire to the current supervisor of the preferred work assignment. Such requests must be renewed every twelve months. These requests will be seriously considered prior to filling vacancies.
- E. Bargaining unit vacancies that are to be filled will be posted to allow employees the opportunity to be considered for promotion and lateral transfers.
- F. It is recognized that vacancies may be filled without the posting of vacancy circulars in cases such as layoffs, demotions, or settlements. Although such cases will occur, they are not intended to be used to circumvent the normal promotional process.
- G. Authority employees bidding on an Authority circularized vacancy will not be required to inform the management of their current division of any bid on such vacancies. Employees must notify their supervisor when they have been notified they will be given an interview with the Authority for a position if they request to be excused from their work to attend the interview.
- H. Nothing in this section shall be used to undermine the commitment of the parties that selections for vacancies in this bargaining unit shall be based upon merit.

ARTICLE 22 INJURY TIME

Injury time will be handled in accordance with Authority Personnel Rules and Regulations Section 401.10, effective July 1, 2007, and will include the reinstatement of sick leave used for the first forty (40) hours once an employee has been off work because of an on-the-job injury for one hundred sixty (160) hours, including light duty. The forty (40) hour sick leave requirement for an on-the-job injury shall be applied once per body part as defined by the Authority's health clinic provider. Therefore, reoccurrences/re-injury of the same body part will have such time bridged with the first occurrence to satisfy the forty (40) hours requirement. In addition, the first day of injury will be considered as time worked whether the employee is sent directly back to work or home and will be paid by the Authority up to the employee's regular scheduled work hours for that day. An employee does not need to utilize sick leave for the first forty (40) hours if the employee returns to work on the day following the injury on full-time light duty status. The forty (40) hour sick leave requirement will be counted for the first forty (40) hours of off-duty injury time; light duty being considered as on-duty injury time. If any changes occur during the term

of this Agreement, the Authority shall notify the Union President prior to implementation. Any concerns regarding the changes shall be addressed through the Human Resources Manager.

ARTICLE 23 SAFETY PROVISIONS

- A. The Authority provides and will continue to provide working conditions that are in compliance with applicable state and federal laws. Employees shall observe all health and safety rules, regulations, directives, and policies. Employees shall perform their work in a safe and healthful manner and in such a way as to not endanger the health or well-being of the public, other employees, and themselves. Employees shall report in writing any work-related hazardous or unsafe conditions to their supervisor and Safety Office (Supervisor) immediately. If no action is taken or if the employee is concerned about addressing the issue with the supervisor, the employee or Union President shall report to the next level of supervision within the employee's chain of command, up to the Executive Director.
- B. The Authority and the Union will continue review of the Authority's Safety Program and to establish committees at the division level. Committees will have equal representation selected by the Authority and the Union with the Safety Supervisor serving as a chair and voting only in case of a tie vote.
- C. The Committees will have the ability to:
 - 1. Review and recommend changes to safety practices and policies;
 - 2. Review accidents and make recommendations to prevent their reoccurrence; provided, however, that committees will not initiate or recommend disciplinary actions;
 - 3. Establish on-going communication with the Executive Director/Risk Management Division to provide employee awareness and specialized training to address hazards in specific work units.
- D. Safety equipment and devices as required will be furnished and maintained by the Authority.
- E. Employees frequently exposed to communicable diseases in the course of their duties will be provided with appropriate immunization at the Authority's expense.
- F. First-aid kits and fire extinguishers will be made available to all work sites and vehicles.
- G. The Authority may establish incentive programs recognizing accomplishments in safety and productivity based on savings. The Union may provide recommendations in writing to the Executive Director on the content, structure, and timing of such programs. Incentive programs or the lack thereof is not a grievable

item.

- H. Dangerous Substances: Employees exposed to toxic substances will be monitored and treated as required by OSHA regulations.

ARTICLE 24 PERSONNEL FILE

- A. Working Files
Working files on disciplinary actions may be developed and maintained by the division. These files may be purged at any time by the division head.
- B. The Permanent File
 - 1. The permanent file will be maintained in Human Resources.
 - 2. Disciplinary actions will be presented to the employee for signature. The employee's signature will be requested but not required.
- C. Employees shall have the right to inspect and copy their working or permanent files. Access to employee's permanent file shall be given in accordance with the provisions of Authority Personnel Regulation 1002 and the Public Records Inspections Act.
- D. The Union President or designee shall have reasonable access to files of employees with written authorization from the employee participating in the grievance procedure. Conflicts over file access shall be addressed through the Human Resources Manager.

ARTICLE 25 QUALIFICATIONS FOR PROMOTION

- A. It is the policy of the Authority to use the skills and experience of Authority employees to the fullest. Selection for promotion and transfer is made on the basis of qualification, fitness, performance, and attendance on the job. If qualification, fitness, performance, and attendance are equal, seniority will be the tie breaker.
- B. Time spent on temporary upgrades, on-the-job experience, and training will be considered when filling vacancies.
- C. Classified, non-probationary employees selected to fill circularized vacancies within this bargaining unit shall not be subject to a probationary/trial period.
- D. Bargaining unit employees will be seriously considered prior to outside applicants.
- E. The Authority will notify and encourage bargaining unit employees to participate in Career Counseling Programs through the Authority's Office of Training and Organizational Excellence.

ARTICLE 26 AMBULANCE SERVICE

The Authority will pay the cost of ambulance transport for an employee who suffers an on-the-job injury and requires transport to a medical facility.

ARTICLE 27 CERTIFICATION AND TRAINING PROGRAMS

- A. The present Certification Program procedures, instructional guides, instruction training, and employee training agreement forms, and other practices will remain in effect for the duration of this Agreement.
- B. It is agreed and understood by the parties that employee training is necessary for the purpose of maintaining adequate job skills and knowledge necessary for promotion.
- C. The Union and the Executive Director may modify work hours by a Memorandum of Understanding for the purpose of providing training.
- D. Compensation and classification for any new jobs required as a result of a training program shall be determined by Human Resources Manager prior to its implementation. The Union will provide its input through the Human Resources Manager.
- E. Disputes pertaining to the Certification and Training Program will be addressed at the division level. If not resolved at that level, disputes will be addressed through the Standards Review Committee, Training Administrator, or the Human Resources Manager as appropriate.
- F. Qualified employees shall be given one opportunity every six (6) months to successfully test-out of a given level. _Employees who are displaced from their permanent positions as a result of their failure to enter or successfully complete certification/training programs will be transferred to positions using existing procedures for job abolishment within the Authority. The Union and the Human Resources Manager will coordinate such actions. This provision will not apply to those employees who have signed other agreements as a condition of continued employment.
- G. During fiscal year 2014, the parties will convene a TAC to incorporate customer services into the Utility Tech certification and training programs.

ARTICLE 28 LICENSES AND CERTIFICATION

- A. Employees required to participate in an examination to obtain State Certification shall receive per diem and travel allowance as provided by State Law, up to a maximum of two examinations for each certification level. Should such

examination take place during the employee's regular work hours, time required for testing and reasonable travel time to and from the site of the exam shall be considered hours worked for pay purposes.

- B. The Authority will reimburse employees the renewal fees for such certifications.
- C. For purposes of this section, driver's licenses and equipment operators' permits are not considered state certifications.

ARTICLE 29 LOSS OF LICENSE

If a bargaining unit employee is required by the Authority to drive to perform the employee's job duties, the Authority will provide the employee an option of entering into counseling with a return to work agreement in lieu of application of the Authority's Personnel Rule 312 for non-DUI loss of license and for a first conviction involving driving under the influence off duty or loss of license for other reasons. Accommodations in the return to work agreement will include assignment to non-driving duties with a corresponding loss in pay for a period of one (1) year or less, provided the employee's required license will be reinstated within one (1) year. All actions by the Authority providing employees an opportunity to maintain employment under this article shall not be subject to grievance or appeal.

ARTICLE 30 UNIFORMS

- A. The Authority will continue to provide uniforms to bargaining unit employees who are required to wear a uniform and will provide five (5) new uniforms annually. Electricians or other employees as authorized by the Authority that may require additional uniforms for safety purposes shall be eligible for three (3) additional uniforms annually. The employee is responsible for the upkeep and maintenance of the uniform. An employee provided uniforms by the Authority must be in full uniform at all times during the workday.
- B. The Authority will reimburse the employee for purchase of safety boots or the employee may purchase safety boots through a purchase order issued by the Authority through an Authority-approved vendor (if the Authority determines safety boots are required for the performance of the employee's duties). Employees will receive up to \$255.00 per year reimbursement/purchase order for the purchase of safety footwear which meets or exceeds ANSI Z41 1991 standards. Employees who receive reimbursement or a purchase order will be required to wear this safety footwear while on duty.
- C. Employees may choose a pair of insulated or non-insulated coveralls or insulated or non-insulated jacket or hoodie annually.

- D. Employees will be provided four (4) Authority hats annually. Any other personal protective or personal headwear worn by an employee must not have any insignia, emblems, or letters.

ARTICLE 31 PERFORMANCE EVALUATION

- A. An employee may review a negative evaluation of his/her performance with the Division Manager.
- B. The employee may document his/her point of view on any performance evaluation. Such documentation will be made in writing and will be attached to his/her evaluation.

ARTICLE 32 TEMPORARY UPGRADES

- A. Qualified bargaining unit employees will be given the first consideration for temporary upgrades.
- B. Selection for temporary upgrade assignments for positions within the bargaining unit will be made by considering the following factors:
 - 1. Qualifications needed to perform the work;
 - 2. Physical ability to perform the work;
 - 3. Past demonstrated work performance; and
 - 4. Attendance, using the past 12 months as the basis for review and with long term continuous absences of 5 days or more considered as one absence. In the event these factors are equal, seniority will be tie- breaker.
- C. Employees working in a higher classification within the blue collar bargaining unit will receive the pay for the higher level position. Employees working in a higher classification within the management bargaining unit for which they are fully qualified will receive five percent (5%) per step increase to the employee's current regular rate of pay, up to the pay rate of the manager normally in the position. Employees not fully qualified for an upgrade within the management bargaining unit will receive five percent (5%) per step increase to the employee's current regular rate of pay, not to exceed ten percent (10%) or the pay rate of the manager normally in the position. Employees who do not participate in available certifications' training programs forfeit the right to be considered for temporary upgrades.
- D. Consideration for an assignment to and rotation of temporary upgrades shall be based upon qualifications and performance. The Authority will retain

documentation in the employee's personnel file to document all temporary upgrades. Service in such upgrades will be considered for promotions.

ARTICLE 33 WORK OUTSIDE CLASSIFICATION

Under normal circumstances, employees will not be required to perform duties outside their classification as a regular assignment. Employees performing duties of a higher classification will be treated as a temporary upgrade and will be compensated as provided for in Temporary Upgrades in this Agreement.

ARTICLE 34 SUBSTANCE ABUSE

The Authority's Substance Abuse Policy, Administrative Instruction #3, will apply to all bargaining unit employees.

ARTICLE 35 DISCIPLINARY ACTION

- A. A hearing shall be convened to allow the employee and his/her representative the opportunity to explain the reasons for the employee's actions or lack of action which may result in disciplinary action other than an oral reprimand.
- B. In notifying the employee of the measure of discipline to be imposed, it is recognized that the employee has the right to have union representation.
- C. Employee investigations and notices of contemplated disciplinary actions shall be implemented in the following manner:
 - 1. If an employee is not placed on investigation, disciplinary process shall be initiated against an employee no later than ten (10) work days after the employee's supervisor knew or reasonably should have known of the act that caused the disciplinary action to be initiated. Such notification shall specify as to the charges against the employee and why discipline may be imposed.
 - 2. For the purposes of this provision only, "initiated" shall mean the written communication of a notice of contemplated disciplinary action to the employee.
 - 3. If the employee's supervisor decides to conduct an investigation, the supervisor will request approval from the Human Resource Manager, or designee, to initiate the investigation. The supervisor shall submit a written notification of investigation to the affected employee no later than ten (10) workdays after the supervisor knew or reasonably should have known of the act that the investigation is being initiated.
 - 4. Throughout the investigation period, the Union may request a verbal progress report on the investigation from the Human Resource Manager. The Human Resource Manager or designee shall provide this report provided the report does not jeopardize the conduct of the investigation. An employee disciplinary investigation shall normally not exceed thirty (30) days from the date an employee receives a notice of investigation as cited in paragraph 3 herein. Extensions should be for good faith justifiable

reasons. The affected employee or the Union, if designated by the employee, may request periodic verbal status reports on the investigation from the Human Resource Manager or designee. The requests will be granted provided the Human Resource Manager or designee shall not be required to provide information that might jeopardize the investigation process.

- D. In the event disciplinary action is taken against an employee other than the issuance of an oral warning, the employer shall promptly furnish the employee with a clear and concise statement in writing of the reasons therefore.
- E. Employees may be disciplined for just cause. Any such decision may be subject to the grievance procedure.
- F. When discipline is to be imposed, progressive discipline will be considered when it appears that the merits of the case would lend itself to this procedure.
- G. When possible, the employer agrees to criticize employees in private away from the public and other employees. Each party may have a witness present.
- H. An employee may propose in writing to management a level of discipline he/she will accept for an offense prior to management imposing disciplinary action. If management accepts the discipline proposed by the employee, the issue will be considered settled and the action will not be grieved.
- I. The parties acknowledge that investigations of disciplinary actions should be conducted in a manner which affords the employees involved an environment that is conducive to problem solving. Union concerns over investigations will be addressed through Human Resources.
- J. Employees who are the subject of a disciplinary investigation shall be permitted to have union representation upon request. The employer shall not be required to delay the investigative interview more than ½ hour while the employee obtains Union representation.
- K. The Union representative shall not obstruct or otherwise interfere with the investigative interview.
- L. Disciplinary and supervision issues should be handled at the lowest level and through the chain of command. Unresolved issues of mutual concern may be discussed by the Human Resources Manager and the Union President.
- M. The parties must strictly adhere to all time limits within this Article.

ARTICLE 36

GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to promote harmonious relations among employees, the Union and the Water Authority, to encourage the settlement of discipline and Agreement disputes informally at the employee-supervisor level, to resolve grievances as quickly as possible, and to discourage the filing of unfounded grievances.
- B. A grievance is defined as a complaint that alleges violations of one or more expressed provisions of this Agreement or Authority Policy, Rules and Regulations, Administrative Directives, or a disciplinary action taken against a bargaining unit employee involving a written reprimand, suspension, demotion, or dismissal which the grievant alleges was taken without just cause, or complaints concerning "Prohibited Practices" of an alleged contract violation as defined in Labor-Management Relations Ordinance Section 10-2-9(A)(6) or 10-2-9(B)(5) and all other complaints concerning "grievances" as defined in Merit System Ordinance Section 10-1-21. This grievance procedure shall provide a means for reconciling said complaints.
- C. As used in this Article, "days" shall mean work days (Monday through Friday) and shall not include holidays or time when the Authority Administrative Offices are closed.
- D. A "grievant" is a bargaining unit employee represented by the Union, group of employees represented by the Union, or the Authority making a claim.
- E. A written grievance must contain a statement of the grievance, the name of the employee(s), the circumstances and facts upon which it is based, the date the alleged violation occurred, the specific section of this Agreement or policy allegedly violated, the management employee allegedly committing the violation, and the specific remedy being sought. Remedy statements "to be made whole" are not sufficient.
- F. The term grievance and the procedure relevant thereto shall not be deemed applicable in the following instances:
 - 1. In matters where a method or review is mandated by law or by any rule, regulation, resolution, or Ordinance of the Authority; and
 - 2. In matters where the Authority is without authority to act.
- G. Grievances submitted on behalf of the Authority shall be initiated by the Executive Director or designee by filing the grievance with the Union President or designee.
- H. Bargaining unit employees may elect to individually (without representation of the Union) appeal a disciplinary action by using the appeal procedures set forth in the Authority's Merit System Ordinance. A bargaining unit employee may elect to individually file a grievance as outlined in this Article. However, an employee may

only proceed under one (1) of the avenues, either the following grievance procedure or Merit System Ordinance. The Union may not assist the bargaining unit employee who has elected to process the issue individually, without the representation of the union, at any stage of this procedure. Rather, the grievance will be the responsibility of the bargaining unit employee.

- I. Failure to submit a grievance within ten (10) days following the discovery of the act or the condition which gave rise to the grievance, will constitute forfeiture of the right to file. Furthermore, any grievance determination not appealed to the succeeding level within the time limits expressed herein, shall be considered as closed. When it is mutually agreed by the parties in writing, the time limits expressed herein may be extended. Either the Union or an employee who has entered a grievance on his/her own behalf, may drop the grievance at any Step.
- J. Should the Authority or the Union fail to respond to a grievance within the time limits expressed herein, the grievant may appeal to the next level of the grievance procedure within the time limits set forth as if the Respondent had timely responded.
- K. Nothing herein contained shall be considered as limiting the rights of an employee to discuss or process his/her grievance as an individual.
- L. Grievances shall be presented as outlined below:

Step One - A grievant who believes that he/she may have a grievance, shall file a written grievance with the Human Resources Manager. A meeting with the Human Resources Manager may be held within ten (10) days of the filing of the grievance. If the matter is not resolved to the satisfaction of the grievant within ten (10) days of the filing of the grievance with the Human Resources Manager, the grievant may file a written grievance at Step Two.

Step Two - Within ten (10) days of the meeting with the Human Resources Manager at Step One, the written grievance appeal must be filed with the Executive Director. The grievant or the Executive Director may schedule a meeting for the purpose of resolving the issue. This meeting should be held within ten (10) days following receipt of the grievance, to discuss the grievance and attempt a resolution. The Executive Director or designee will provide a written response to the grievant within ten (10) days following the meeting to discuss the grievance. If in the opinion of the employee or the Union Representative a satisfactory settlement is not obtained within ten (10) days of the date of the Executive Director or designee's response, the Union Representative or Authority may appeal to the Labor Management Relations Board (LMRB) for violations of this Agreement, or the Union Representative or Authority may appeal to an Arbitrator or to a Hearing Officer for violations of this Agreement or disciplinary actions. Once a process has been selected (e.g. LMRB, Arbitrator, or Hearing Officer), the

grievant may only proceed through the selected process and may not file in another process. Written reprimands may only proceed through Step Two of the grievance procedure.

Mediation: Prior to proceeding to Step Three, the parties may mutually agree, in writing, to submit the grievance to mediation, provided the employee has timely requested an appeal to Step Three. Agreement to proceed to mediation must be reached within ten (10) days of the grievant's filing of the appeal. The parties will request a mediator from the Federal Mediation and Conciliation Services to be assigned. If mediation continues for thirty (30) calendar days or more from the date of the Executive Director's response, either party may declare mediation unsuccessful and proceed to Step Three as provided in this Agreement.

Step Three- Within ten (10) days of the date of the Executive Director or designee's decision at Step Two, the Union Representative or employee shall file the written appeal to the Executive Director, for violations of this Agreement or policy or disciplinary action involving suspension, demotion, or termination. Prior to a grievance being filed to the Executive Director, the grievance procedure (Steps One through Two, above) for the settlement of the grievance must have been exhausted. Within ninety (90) days of filing a Step Three grievance with the Executive Director, the grievant shall file with the Federal Mediation and Conciliation (FMCS) service requesting a panel, meet to strike the panel, and notify FMCS of the selection or select the Hearing Officer.

Option One: Arbitrators will be selected from a list of seven (7) arbitrators requested from the Federal Mediation and Conciliation Service. The arbitrator's list shall consist of arbitrators from the region which includes New Mexico as defined by the F.M.C.S. The selection of the arbitrator shall be accomplished by the parties striking names until only one name remains. That person shall be the arbitrator. The party to strike the first name is determined by the flip of a coin. If either party refuses to strike an Arbitrator shall be assigned by FMCS.

Option Two: A Hearing Officer acting as Arbitrator under the New Mexico Uniform Arbitration Act, will be chosen by the parties from the available hearing officer's list contracted with the Authority. If the parties are unable to agree on a Hearing Officer, the Hearing Officer will be selected by random lot from the list.

1. Appeals to the Arbitrator or Hearing Officer acting as Arbitrator:
 - a. Witnesses called during their normal scheduled shift will be paid for travel time up to thirty (30) minutes each way and time spent in the hearing.

- b. The Arbitrator or Hearing Officer shall decide issues of grievability, including but not limited to timeliness, prior to hearing the merits of the case. If the Arbitrator or Hearing Officer determines the case is grievable, then the Arbitrator or Hearing Officer shall consider the facts of the grievance and following the hearing shall prepare and submit to the parties, in writing, a report and decision within thirty (30) calendar days after the conclusion of the hearing.
- c. The Arbitrator or Hearing Officer shall have the authority to determine if a violation of the Agreement or policy as alleged has occurred. However, in no case shall the Arbitrator or Hearing Officer have the power to add to, nor subtract from, or modify this agreement or policy, nor shall the Arbitrator or Hearing Officer substitute its discretion for that of the employer where such discretion has been retained by the employer, nor shall the Arbitrator or Hearing Officer exercise any responsibility or function of the employer.
- d. The Arbitrator's or Hearing Officer's decision may be appealed to District Court within thirty (30) calendar days of the date of the award. The Arbitrator's award may be set aside when the Arbitrator or Hearing Officer:
 - 1) Exceeded its authority in making the award;
 - 2) Exceeded its jurisdiction under the terms of this agreement; or,
 - 3) The award is contrary to law.
- e. The cost of the Arbitrator will be shared by the parties.

General Provisions:

- a. The arbitrator shall have the authority to conduct the arbitration proceeding in accordance with the applicable FMCS policies and procedures.
- b. The Executive Director and the Union President have the authority to settle labor-management disputes.
- c. The parties may agree to a settlement at any time during the process.
- d. All settlements between the parties shall be reduced to writing and shall be signed and dated by the parties.
- e. The Union is the exclusive representative of the employees in this bargaining unit. No one else may represent employees in this process without express written approval of the Union President/designee.
- f. Grievances filed by the Union are the express property of the Union and cannot be withdrawn by bargaining unit members.
- g. An individual employee may not invoke the arbitration procedure of this Agreement.
- h. The parties must strictly adhere to all time limits within this Article.

ARTICLE 37

PER DIEM AND MILEAGE REIMBURSEMENT

When an employee is required by the Authority to utilize his/her personal vehicle for work-related business, the employee will be reimbursed in accordance with State Law, provided the employee submits the proper documentation to the fiscal officer.

ARTICLE 38 LAYOFF AND RECALL

- A. The Authority will provide for Union input prior to any layoff and recall.
- B. When it becomes necessary to have a reduction in the Authority's work force, employees will be laid off in reverse order of total permanent continuous Authority service (seniority) applied to the present classification held. Laid off employees have the responsibility of keeping the Authority informed as to their correct mailing address.
- C. Employees shall retain seniority in any position or classification previously held, provided the employee is capable of performing the work.
- D. Employees, except for employees paid from federal, state, or private funds, will be given a ten working day notice prior to being placed on layoff status.
- E. When layoffs and downgrades have occurred as a result of a reduction in work force, employees will be given preference in filling vacant positions in the following order:
 - 1. First preference will be given to employees who held the classification of the now vacant position and were downgraded in classification. This preference will be applied in seniority order.
 - 2. Second preference will be given to employees who were laid off and who have previously held the classification of the vacant position. This preference will be applied in seniority order.
 - 3. Third preference will be given to employees on layoff who qualify for the vacant position but have not previously held the classification. This preference will be applied in seniority order.
- F. Prior to the layoff of a bargaining unit employee, temporary, seasonal, or student employees who occupy bargaining unit positions affected by the reduction in force shall be laid off first unless the Authority identifies a need that cannot be met by the bargaining unit employee. No new employees shall be hired into the bargaining unit until all laid off qualified employees have been given an opportunity to return to work.
- G. Employees on layoff will be given notice of recall according to the following procedure:
 - 1. The Authority will advise the employee to be recalled by certified or registered United States mail. A copy of such recall notice will be furnished

to the New Mexico American Federation of State, County, and Municipal Employees, Local 624.

2. An employee, upon receiving notice of recall will, within seven (7) days, acknowledge receipt by certified or registered mail, advising the Human Resources Manager of the date he/she will be available for service, which available date must not be later than thirty (30) calendar days from the date the employee receives the recall notice.
 3. Employees failing to comply with this Section will forfeit their recall rights. Failure to report following the receipt of the recall will be considered an automatic resignation. It is understood that the Authority will have discharged its obligation of notification to laid off employees by having forwarded the recall notice as herein outlined.
- H. A list of employees on layoff status and employees downgraded as a result of a reduction in work force will be available from Human Resources.
- I. Once an employee has been given formal written notice of layoff, the affected employee will be transferred to an existing vacancy for which employee is qualified, without having to circularize the vacancy. An employee in this status will be given preference on vacancies for positions of equal or lesser pay for which the employee is qualified.
- J. In the event of layoff or displacement which occurs at no fault of the employee, the junior employee in that classification Authority-wide will be laid off. If that is not the position which was deleted, the employee in the position that was deleted will be transferred to the vacant position created by the junior employee who was laid off.

ARTICLE 39 (INTENTIONALLY LEFT BLANK)

ARTICLE 40 LUNCH BREAKS AND REST PERIODS

- A. Employees shall receive one fifteen (15) minute rest period during each one-half shift of four (4) hours or more. The lunch period should occur approximately at mid-point in the work shift.
- B. The employer will provide a lunch break of at least 30 minutes but not to exceed one hour on non-pay status. When the lunch period occurs on non-pay time the employee will not be required to remain at the work site during the break.
- C. The employer may also provide a lunch period to be taken on Authority time which will be sufficient for the employee to eat lunch as long as the paid lunch period has been approved by the Chief Officer and the Human Resources Manager. Positions that currently have a paid lunch will continue to have a paid lunch for the duration of this Agreement.

ARTICLE 41 INCENTIVE PROGRAMS

The Union will be given the opportunity to provide written input on any incentive programs prior to implementation.

ARTICLE 42 UNION ELECTIONS

Subject to staffing requirements, union members may be allowed to receive leave without pay to supervise elections. Requests must be submitted in writing at least two (2) working days in advance to the immediate supervisor.

ARTICLE 43 CONTRACTING OUT

- A. The Authority agrees that prior to contracting out bargaining unit positions, the Union will be allowed input in writing through the Executive Director. A written response shall be given to the Union.
- B. Union concerns over contracting out may be addressed through the Executive Director.
- C. In the event of layoff or displacement, the appropriate action will be taken in accordance with Article 38 of this Agreement.

ARTICLE 44 STORAGE OF AUTHORITY EQUIPMENT

The Authority will provide for the storage of Authority equipment.

ARTICLE 45 GLOBAL POSITIONING SYSTEMS

The parties recognize advancements in technology have greatly influenced the work environment. Global Positioning Systems (GPS) are increasingly in use to benefit the delivery of our services. The parties agree such technology will not be utilized without prior written notification to the employees that will be affected. The notice will include the Authority's expectations and consequences in failing those expectations.

ARTICLE 46 (INTENTIONALLY LEFT BLANK)

ARTICLE 47 (INTENTIONALLY LEFT BLANK)

ARTICLE 48 COMPLETION OF PROBATIONARY PERIOD

Employees will be covered by the benefits of the collective bargaining agreement and considered included in the bargaining unit on the first day immediately following completion of the probationary period.

ARTICLE 49 DEFERRED COMPENSATION

The Water Authority agrees to continue to allow employees to participate in the Deferred Compensation Program as long as they are available. Details of this program will be available through the Human Resources Division.

ARTICLE 50 EYE GLASSES DAMAGED IN THE LINE OF DUTY

Employees will be reimbursed for prescription eye glasses damaged in the line of duty up to a maximum of \$175 over any continuous 12-month period.

ARTICLE 51 REIMBURSEMENT OF TOOLS

Lead Mechanics, Maintenance Mechanics, Electronic Technicians, Electricians, and Field Operations Technicians will receive up to \$350.00 reimbursement once per any twelve (12) month period, upon the presentation of receipts for the purchase of job-related tools. These reimbursements do not apply to employees for whom the Water Authority provides the tools. The Authority will not reimburse employees for a duplicate tool that has been stolen or misplaced, which the employee previously purchased and received reimbursement within the past twelve (12) months.

ARTICLE 52 TOOL STORAGE

The Water Authority agrees to provide storage for tools. The Water Authority will replace any tools that are stolen while on Water Authority property, if it is found to be at no fault of the employee.

ARTICLE 53 WASH UP TIME

Wash up time at the end of the work shift will be granted to employees who during the course of their daily job assignment have demonstrated a need for such time. This determination will be made by the employee's immediate supervisor on a case-by-case basis. Employees whose job assignments are such that wash up time is unnecessary will continue to perform duties of a benefit to the Authority. Problems that arise within this section will be handled through a mutual effort by the Union President or his/her designee and the Human Resources Manager or designee who will investigate and attempt to resolve the problem.

ARTICLE 54 PAYROLL DEDUCTIONS

The Authority agrees to deduct from the wages of an employee an amount authorized by the employee and to transmit such funds each pay period to the Rio Grande Credit Union. Other deductions may be authorized pursuant to appropriate administrative instructions.

ARTICLE 55 LIABILITY IN CIVIL SUITS

The Authority will comply with the appropriate state law and federal law as it relates to liability in civil suits against employees.

ARTICLE 56 RESIGNATIONS

When a written resignation is given to management, it may be withdrawn by the mutual agreement of the employee and his/her Division Manager. Disputes will be addressed through the Executive Director.

ARTICLE 57 FUNERAL AND BURIAL EXPENSE

The Authority agrees to pay up to a total of \$9000.00 for funeral and burial expenses for any bargaining unit employee who dies while performing their job duties.

ARTICLE 58 EMPLOYEE COUNSELING

The Authority agrees to continue to advise employees with problems to seek counseling and treatment leading toward resolution of problems which are affecting their job performance. Toward this end, the Authority will maintain an Employee Assistance Program.

ARTICLE 59 SAVINGS CLAUSE

If any portion of this Agreement is invalidated by the passage of legislation or a decision of a court of competent jurisdiction, such invalidation shall apply only to those portions thus invalidated and the remaining portions of this Agreement not invalidated shall remain in full force and effect. If any provision or provisions are declared to be in conflict with a law, both parties shall meet immediately, if requested in writing by either party, for the purpose of renegotiating an agreement on provisions invalidated.

ARTICLE 60 COMPLETE AND ENTIRE AGREEMENT

- A. This Agreement specifically describes the entire agreement between the Authority and the Union. There are no other agreements or any other express or implied agreements between the parties and the parties have had the opportunity to negotiate on all items. Any matters not addressed in this Agreement are subject to the Authority's policies, procedures, rules, and regulations. Should there exist any conflict between the terms of this Agreement and the Authority's policies, procedures, rules, or regulations, this Agreement shall control. Should there exist any conflict between the terms of this Agreement and the Authority's Labor Management Relations Ordinance (LMRO), the LMRO will control. All amendments to or modifications of this Agreement must be by written mutual agreement and shall be of no force or effect until ratified and approved by the Authority's Executive Director and the Union.

- B. Therefore, the Authority and the Union for the duration of this Agreement each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to wages, hours, or any other terms and conditions of employment unless mutually agreed in writing otherwise, even though the specific subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or executed this Agreement.

ARTICLE 61 TERM OF AGREEMENT

This Agreement is effective upon ratification by the parties and signature of the Union President and Executive Director. The Agreement will remain in full force and effect through midnight, June 30, 2022. Either party may request negotiations for a successor agreement by submitting such request in writing to the other party no later than sixty (60) days prior to the expiration date of this Agreement.

ARTICLE 62 SIGNATURES

IN WITNESS WHEREOF, the parties have entered their names and affixed the signatures of their authorized representatives on this 13th day of June 2019.

ABCWUA

AFSCME

Mark S. Sanchez, Executive Director

Casey Padilla, President
AFSCME Local 624

AFSCME LOCAL 624 AND WATER AUTHORITY CONTRACT APPENDIX B

CDH Title	ID	Name	Bargaining Unit	Amount Deducted
LONGEVITY	E16540	ARCHULETA, JUAN F	BU	\$64.00
LONGEVITY	E13291	BLACK, EDWARD M	BU	\$64.00
LONGEVITY	E14517	BOTTIJLISO, STEVEN	BU	\$85.00
LONGEVITY	E21789	BOYD, DAVID F	BU	\$64.00
LONGEVITY	E07341	GALLEGOS, JERRY C	BU	\$85.00
LONGEVITY	E07674	GALLEGOS, JESSE J	BU	\$64.00
LONGEVITY	E10799	GARCIA, HENRY P	BU	\$95.00
LONGEVITY	E04404	GARCIA, MICHAEL A	BU	\$95.00
LONGEVITY	E18552	GARCIA, RAUL R	BU	\$85.00
LONGEVITY	E04517	GARCIA, RICHARD A	BU	\$64.00
LONGEVITY	E14331	GRIEGO, REUBEN I	BU	\$85.00
LONGEVITY	E16175	GUTIERREZ, RICHARD A	BU	\$95.00
LONGEVITY	E19709	JARAMILLO, VINCE J	BU	\$85.00
LONGEVITY	E19178	JENKINS, RAYMOND P	BU	\$64.00
LONGEVITY	E27438	JEWELL, TIMOTHY R	BU	\$64.00
LONGEVITY	E13990	JOHNSON, MICHAEL G	BU	\$64.00
LONGEVITY	E19398	JOINER, EDWARD N	BU	\$85.00
LONGEVITY	E13314	LEEDS, MICHAEL J	BU	\$64.00
LONGEVITY	E20348	LEYBA, MIGUEL S	BU	\$64.00
LONGEVITY	E18376	LOGAN, DONALD L	BU	\$64.00
LONGEVITY	E05759	LOPEZ, RONALD J	BU	\$85.00
LONGEVITY	E20415	LORENZO, WHIRLWIND J	BU	\$64.00
LONGEVITY	E15573	LUCERO, RICHARD	BU	\$64.00
LONGEVITY	E06611	MAESTAS, STEVEN P	BU	\$64.00
LONGEVITY	E09954	MALDONADO, STEVE R	BU	\$64.00
LONGEVITY	E06729	MARQUEZ, LEONARD M	BU	\$64.00
LONGEVITY	E11014	MARTINEZ, DANIEL J	BU	\$85.00
LONGEVITY	E13267	MARTINEZ, MICHAEL R	BU	\$64.00
LONGEVITY	E22041	MONTANO, CHRISTOPHER P	BU	\$64.00
LONGEVITY	E08962	MONTANO, MATTHEW O	BU	\$64.00
LONGEVITY	E04408	ORTIZ, LOUIS	BU	\$95.00
LONGEVITY	E04152	PADILLA, CRUZ C	BU	\$64.00
LONGEVITY	E11635	POLANCO, OSWALDO J	BU	\$64.00
LONGEVITY	E14192	PONCHO, LUCAS R	BU	\$64.00
LONGEVITY	E13255	RAMIREZ, ROBERTO A	BU	\$64.00
LONGEVITY	E19168	ROMERO, GEORGE P	BU	\$95.00
LONGEVITY	E05057	ROMERO, GERALD B	BU	\$114.00
LONGEVITY	E14134	SAIS, JOSEPH J	BU	\$85.00
LONGEVITY	E13647	SAIZ, GEORGE A	BU	\$64.00
LONGEVITY	E12489	SALGUERO, DAVID T	BU	\$85.00
LONGEVITY	E08017	SANCHEZ JR, JOEY	BU	\$85.00
LONGEVITY	E05440	SANCHEZ, ADRIANO G	BU	\$85.00
LONGEVITY	E21988	SANCHEZ, DENNIS J	BU	\$64.00
LONGEVITY	E07755	SANCHEZ, JUAN P	BU	\$64.00
LONGEVITY	E03861	SANCHEZ, RAYMOND C	BU	\$95.00
LONGEVITY	E06027	SANDOVAL, CARLOS R	BU	\$85.00
LONGEVITY	E21263	SIERRA, MARTIN M	BU	\$64.00

LONGEVITY	E05839	SMITH, PAUL A	BU	\$85.00
LONGEVITY	E04326	SULLIVAN, PATRICIA A	BU	\$85.00
LONGEVITY	E08484	TRUJILLO, DOMINIC R	BU	\$64.00
LONGEVITY	E10141	ULLOA, MIGUEL L	BU	\$64.00
LONGEVITY	E21739	VIEIRA, PAULA M	BU	\$64.00
LONGEVITY	E08594	YONEK, JOSETTE J	BU	\$95.00