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

TITLE: C-19-26 – Approval of Collective Bargaining Agreement with AFSCME Local 2962

ACTION: Recommend Approval

BACKGROUND:

The Water Authority and AFSCME Local 2962 Clerical 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 five sessions ending on June 5, 2019, the Water Authority and AFSCME Local 2962 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 2962 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 pay for employees required to work swing and graveyard shifts was changed from a specified amount to a percentage of the employee's regular pay, in order to match other union contracts and also to compensate for possible impacts on quality of life as well as attract more employees to bid for these shifts. Bilingual skills pay amounts were also increased by twenty-five cents per hour.

The parties agreed to enter into a Memorandum of Understanding, outside the parameters of the CBA, which allows Clerical Series employees who have reached the highest level of their certification programs to participate in the management training program designed and implemented for Management Series employees, which will give such Clerical Series employees an opportunity for advancement within the Water Authority.

Five 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 624 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 2962

**Affiliated with the American Federation of
State, County, and Municipal Employees
(AFSCME Local 2962, 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 the 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 2962 (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. The parties do hereby acknowledge that this Agreement represents an amicable understanding reached by both parties as the result of negotiations of the parties as provided in the Authority’s 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. Neither party has an obligation to open negotiations prior to sixty (60) days before the expiration of this Agreement; however, by written mutual agreement, the parties may open negotiations at any time.

- C. Under normal circumstances, the Union will be given prior notice of proposed changes in Authority written policies that directly affect bargaining unit employees’ working conditions. The Union will be given no less than five (5) working 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 extend time limits by written mutual consent.

- D. The Union will provide written input through the Human Resources Manager on changes to policies, rules, and handbooks.

ARTICLE 3 RECOGNITION

- A. The Authority recognizes the Union as the sole and exclusive bargaining representative in all matters pertaining to wages and salaries, hours, working conditions, and all terms and conditions of employment for non-probationary, full-time and part-time, classified C-Series job titles pursuant to the Labor-Management Relations Ordinance as listed in Appendix B.
- B. The Authority agrees to identify the confidential positions in the C-Series and exclude those positions from the C-Series.
- C. This contract will take precedence over any conflicts with: 1) the Merit System Ordinance, except as provided by Section 10-1-24; or 2) Personnel Rules and Regulations except those provisions protected by the Labor-Management Relations Ordinance. It is understood that this contract does not supersede the Authority's Labor-Management Relations Ordinance and that the Labor-Management Relations Ordinance controls where a conflict exists.
- D. All benefits to part-time non-probationary employees will be on a prorated basis.

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.
- B. Employees promoted to a position outside the bargaining unit will be automatically withdrawn from Union membership processed by the Authority.
- C. Employees wishing to terminate dues deduction may do so during the first week of January and July. The Union will provide dues deduction and termination cards. Termination cards must be signed by the Union President or designated local officer, then forwarded to Payroll Office for processing within one (1) workweek of receipt.
- D. The Authority agrees to forward to the Local Union all dues withheld pursuant to valid authorization cards. The Local Union shall designate in writing to the Authority where the dues shall be sent.

- E. The Authority agrees that the Authority Payroll will process the voluntary authorization for dues deduction cards by current pay period, and will notify Local Union 2962 of the new member status on the bi-weekly membership roster.
- 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 who have authority to act on behalf of the Union. If a designate separates from the Authority or is no longer in the bargaining unit, the Union President will notify the Human Resources Manager within five (5) workdays of appointment of a new designate. If an employee chooses a representative other than one identified on the list provided by the Union President, the Human Resources Manager will be given advance notice.
- B. Leave with pay will be granted to the Union President and one other Union representative to attend Labor Board and arbitration hearings when Clerical Union issues will be heard and when they are held during the Union Official's normal work shift. Requests for leave under this subsection must be made at least three days in advance in Kronos and must be approved by the immediate supervisor and Human Resources Manager.
- C. Local Union officers and stewards may be allowed sufficient time off without pay for legitimate Union business such as Union membership meetings, Union conventions, conferences, workshops, etc. Upon approval, the employees shall have the option of utilizing any accumulated vacation time in lieu of taking such leave without pay. Such approval shall not be unreasonably withheld, nor shall it be considered unreasonable for management to deny such approval when in the opinion of management, production or staffing requirements are affected by such absence. Sick and annual leave will not be prorated for employees on leave without pay under this subsection.
- D. The Authority may provide up to a one-year leave of absence without pay for the purpose of performing Union related duties on a full-time basis.
- E. The Employer agrees that Union officers, staff representatives and stewards shall have reasonable access to the premises of the Employer after giving appropriate notice and obtaining approval from management in charge of the specific work area. 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.

- F. The Union President, Vice-President, Chief Steward, Union Officers, or other members mutually agreed upon by the parties shall be allowed reasonable time as determined by the Human Resources Manager, for the duration of a hearing or meeting occurring during their normal working hours plus up to thirty (30) minutes travel time each way ~~to~~ 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. The Union shall furnish the Authority a list of Union representatives and their respective jurisdictional areas.

- G. The Union President/designee shall be granted reasonable time to facilitate positive labor-management relations between the Authority and 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. Any concerns the Union President/designee has with documenting such time in Kronos may be addressed with the Human Resource Manager.

- H. A bulletin board and space shall be furnished by the Authority for the posting of official Union notices and other information except religious, partisan politics, derogatory or discriminatory notices. The bulletin board will not be used to criticize the Union, any Union policies, any Union officials, management, any management policies or any management employees.

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. Wages for bargaining unit employees during the term of this agreement will be as follows: 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 suspension or demotion, which is currently 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 clerical bargaining unit employees receiving longevity as of July 1, 2010, for the duration the employee remains in the clerical bargaining unit. No future movement in longevity steps nor additions of employees to the longevity scale will occur.
- C. Shift Differential Pay:
The Swing Shift differential pay shall be ten percent (10%) per hour. The Graveyard Shift differential pay shall be fifteen percent (15%) per hour.
- C. Bilingual Pay: Employees determined to be eligible for bilingual pay according to the Authority's procedure, will be paid:
1. \$0.75/hour for those positions determined by the Authority that require oral communication on a regular basis.
 2. \$0.50/hour for those positions determined by the Authority that require oral communication on an intermittent basis.

ARTICLE 10 OVERTIME

- A. As a condition of employment, employees may be required to work overtime. Overtime work is generally discouraged. 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, vacation leave, bereavement leave, and compensatory time utilized and 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 the hours actually worked.
- D. A meal period of thirty (30) minutes on non-pay status shall be offered to employees required to work more than two (2) hours beyond their regular shift.
- E. In case of a declared emergency by the Executive Director or designee, employees will work as assigned.

- F. Each section, or division where sections do not exist, shall maintain a class seniority list in descending order where the most senior employee is listed first. If overtime is required in a division or section, the division manager or section head shall schedule overtime to employees on the basis of seniority in classification, unless the division manager or section head determines in good faith that the overtime assignment requires specific job skills/license/experience that warrant the assignment of an employee who may not be the most senior. Qualified employees shall be offered overtime work on a rotational basis from the seniority list. If any employees on the list have been offered the opportunity to work overtime and accepted or rejected the overtime, such employees will be considered to have worked overtime and the next senior employee will be offered the overtime. If all employees on the list decline overtime work, the division manager or section head shall assign overtime on a rotational basis in reverse order of the class seniority list.
- G. Only those overtime work assignments, which overlap the end of a work shift, will first be offered to the employees who are performing the work at the end of the regular shift. If no employees accept the offer, the Authority has the right of assignment. All other overtime will be administered in accordance with Subsection F.
- H. Employees who decline to work three (3) voluntary overtime assignments during a calendar quarter may be removed from the voluntary overtime list for the duration of the quarter at the discretion of management. Disputes regarding the removal of an employee from the voluntary overtime list will be addressed through the Manager of Human Resources.

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 hours straight time or time and one-half for the actual hours worked, whichever is greater. This provision shall not apply if the assignment immediately follows or precedes a regular work shift. Call in time shall commence at the time the employee is contacted and shall include a reasonable amount of time for travel to work.

ARTICLE 13 (INTENTIONALLY LEFT BLANK)

ARTICLE 14 INSURANCE

- A. The Authority has voluntary group health insurance plans for its employees. The employee must pay twenty percent (20%) of the cost for himself/herself, or the employee's dependents if the employee elects to participate in one of the plans. The Authority will pay the remaining eighty percent (80%).
- B. The Authority will pay eighty percent (80%) of the dental premium option selected by the employee and the employee will pay twenty percent (20%).
- C. The Authority's Employee Benefits Office and the Union shall work cooperatively on a joint effort to educate employees on the benefits of the Authority's Section 125 Plan which allows employees to exempt from taxation certain medical and/or child care expenses.
- D. Each bargaining unit employee may utilize one half (1/2) day of paid leave per fiscal year for the purpose of undergoing a physical examination. The leave shall not be deducted from the employee's accumulated paid leave. Medical documentation from the physician will be submitted by the employee to the employee's immediate supervisor within three (3) workdays of the exam for filing in the employee's medical file with Human Resources department. The documentation shall verify the employee used the leave time for the purpose of undergoing a physical examination. The documentation shall not violate the employee's confidentiality rights under federal and state law.

ARTICLE 15 RETIREMENT

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 rate 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.

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 Authority shall notify the Union President prior to implementation. Any concerns regarding changes to the leave provisions shall be addressed through the Labor-Management Committee.

- A. Leave with Pay: Section 401.
- B. Birthday Leave: Section 401.1.
- C. Vacation Leave: Section 401.2.

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

- 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. Personal absence sick leave does not require a physician's notice unless an employee exhibits sick leave abuse, a pattern of sick leave usage, or is absent three (3) or more consecutive workdays. Except for flagrant violations, no disciplinary action shall be taken against employees not in compliance with this subsection.
- F. Donation of Sick/Vacation Leave: Section 401.5.
- G. Bereavement Leave: Section 401.6.
- 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.
- P. Administrative Leave: Section 402.6.
- Q. Managerial Leave: Section 402.7.
- R. Military Leave: Section 402.2 and Administrative Instruction.

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 or four (4) consecutive ten (10) hour days. All current eight (8) and ten (10) hour workdays shall remain in effect, unless changed by written mutual agreement. In areas where the employees and management wish to implement flexed work schedules, the hours may be modified by written mutual agreement.
- B. Full time employees shall be provided a forty (40) hour workweek. 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 nonconsecutive days off and/or shifts other than eight (8) or ten (10) work hours.
- 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.
- H. Permanent part-time employees are employees who normally work not less than 20 and not more than 40 hours per week. A part-time schedule shall be either half time (40 hours per pay period) or three quarter time (60 hours per pay period). The Authority may flex the hours of a part-time employee within the pay period, provided, however that the employee's hours are not less than 20 or more than 40 in any work week.

ARTICLE 18 WORK SHIFT/SHIFT PREFERENCE

- A.
 - 1) Any employee regularly assigned to the swing or graveyard shift is entitled to shift differential pay.
 - 2) Any shift, which begins between the hours of 3:30 am, to 11:29 am, shall be considered the day shift.
 - 3) Any shift, which begins between the hours of 11:30 am, and 7:29 pm, shall be considered the swing shift, and shall be paid swing differential pay.
 - 4) Any shift, which begins between the hours of 7:30 pm, and 3:29 am, shall be considered graveyard shift, and shall be paid graveyard shift differential pay.
 - 5) Shift differential shall be paid on the basis of the employees' regularly assigned/designated shift. This shall not be affected by temporary changes in work shifts.
- B. Shift-days off will be bid for by seniority within classification within the given work unit, provided management may require that one-half (1/2) of the unit be made up of employees with at least one (1) year experience. Work unit is defined as Dispatch, Customer Services, and Northwest Service Area.
- C. No employee shall be required to work two complete consecutive shifts or the majority of the second shift, without the equivalent of one complete shift of non-work status following the second assignment.
- D. Shift Days Off Bid: Employees will be given the opportunity to bid semi-annually on shift or days off in work units where shift work exists. A Union representative will be present to assist with the bid. It is the responsibility of the union to have a representative present. The bidding process will not be delayed because of a Union representative not being present. There will be a full-time bidding roster for full-time positions and a part-time bidding roster for part-time positions in work units where this applies.
 - 1. Bidding for shift or days off will commence during the first ten (10) calendar days of the months of January and July. The new bid assignment will then take place at

the start of the next full pay period. Management will provide to the Union President or designee a copy of the new shifts or days off assignments to be offered ten (10) business days prior to the bid. Seniority as defined in this Contract will be used for the purpose of bidding for shifts or days off. Employees who change shifts as a result of a bid must re-submit any scheduled vacation for review and approval within the new shift assignment.

2. When a vacancy on shifts or days off is to be filled, reasonable efforts will be made to ensure that it is filled in an expeditious manner. The initial vacancy will be offered and filled by order of seniority; the second vacancy created by this process will be offered and filled by order of seniority; the third vacancy created by this process may be filled at management's discretion for the duration of the current bid, only. Should no one bid for these vacancies, reassignments will be made in a reverse order of seniority.
3. Full-time employees may only bid for full-time positions and part-time employees may only bid for part-time positions.
4. The Union President may appoint an employee from each division to provide input into the development and operation of the bidding process.
5. A supervisor may permit employees to mutually agree to exchange bid slots for hardship reasons. The Authority and the Union must agree.
6. Bidding roster for interim vacancies will be posted for five (5) working days within the work unit and will be filled on seniority basis. The implementation of the results of this bid selection may only be delayed due to staffing requirements until the vacant position is filled.

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 grade or is a change to the educational or licensure requirements. The Union President will be given the opportunity to provide written input prior to implementation through the Human Resources Manager regarding such changes.

- D. The Authority will not engage in reclassification actions, the result of which would be to remove classifications from the bargaining unit to classifications outside the bargaining unit without first giving notice and providing input from the Union. If any disputes exist as to the exclusion of a re-evaluated or reclassified position from the bargaining unit, the parties shall submit their respective positions to the Authority Labor/Management Relations Board for final decision. This is not intended to apply to or prohibit the updating or modification of job descriptions that exist and continue to remain in this bargaining unit. The parties agree that Section 10-2-5 and 10-2-16 of the Labor-Management Relations Ordinance applies to classification of bargaining unit employees.

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, based on definition of seniority set forth in Subsection A., above. 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. Seniority will be applied to special projects, as determined by the Authority, and training opportunities and will be rotated by seniority.
- C. Ties in any seniority will be broken by drawing lots annually in January. This will be done with a representative of the Union present. 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. Any employee who believes he or she meets the qualifications to fill an advertised permanent vacancy may apply for it by following the procedures set forth by Human Resources prior to the expiration date of the circular. Employees are not required to inform their supervisors that they have bid on a circular. An employee that has been informed that he/she has been selected for an interview must immediately notify his/her supervisor to make arrangements for coverage during his/her absence. Employees who fail to comply with this requirement may not be granted paid absence from their work site for the interviews.
- B. Authority-wide vacancy circulars and addendums will be available to the President of the Union and to the listed Stewards as provided to the Human Resources Manager and such material may be posted on the Union's bulletin boards.

- C. Bid notice, except for continuing advertisements, shall state the position, classification, duties, shift assignment, work location and rate of pay. The shift assignment may change as a result of the exercise of shift preference.
- D. Vacancies will be posted for at least 5 days within the division, and the Authority. Qualified divisional employees will be given consideration. The intent of this process is to give serious consideration to enhance career advancement opportunities to the best-qualified employees from the division first, before considering outside applicants.
- E. Employees who apply for an advertised position, but do not meet the qualifications will be notified in a timely manner by Human Resources. Any employee interviewed for a position, and not selected, will be notified in writing within fifteen (15) working days from the time a candidate is selected to fill the vacancy.
- F. Upon request of the Union President he/she, the Executive Director and the Manager of Human Resources will meet on a quarterly basis to review and discuss problems with the promotional process.
- G. At the discretion of the Human Resources Manager, late bids may be accepted on advertisements to accommodate employees not receiving notice of vacancies in a timely manner.

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. 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 Labor-Management Committee.

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 a committee. The committee 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.

D. The Committees will have the ability to:

E.

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. A copy of any material pertaining to an employee's performance or to disciplinary actions to be placed in the employee's personnel file must be presented to the employee for signature and review. An employee may submit a written response to be attached to the performance or disciplinary action.

B. All employees shall be allowed to review the contents of their personnel file during normal working hours (8:00 am to 5:00 pm) with the exception of medical files. Reasonable requests for copies or documents in the file shall be honored and reasonable charges made for such copies.

C. Only the file kept in Human Resources will be used for interdivisional interviews.

- D. Divisional working files will be viewed by employees upon request to their immediate supervisor at a time mutually agreeable by both parties. Divisional working files ~~may~~ **will** be purged once a year by the Division Manager or Executive Director. For the purposes of material to be placed in an employee's personnel file, documents will be signed by the employee as to receipt of that document. This will only signify that the employee has read and received a copy of that document.
- E. Human Resources Department files are a permanent record of an employee's performance with the Authority. Such files will not be purged without the authorization of the Executive Director or his designee.
- F. The Union President or designee shall have reasonable access to an employee's personnel file with written authorization from the employee participating in the grievance procedure. Conflicts over file access shall be addressed through the Human Resource Manager.

ARTICLE 25 QUALIFICATIONS FOR PROMOTION

- A. Selection for interview, promotion and transfer is made on the basis of education, experience, training, skills, and job performance. When this criteria is equal, seniority will be the deciding factor.
- B. Qualified bargaining unit employees within the division will be given first consideration when a vacancy occurs.

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 CERTIFICATIONS AND TRAINING PROGRAMS

- A. The Authority has developed training and certification programs and career ladders to help improve the efficiency of the organization and will implement the certification programs and career ladders.
- B. The Authority will continue to provide the current Certification Programs to bargaining unit employees. Any modifications to the Programs will be addressed through the TAC.
- C. Disputes pertaining to the training and certification programs and career ladders will be addressed at the division level. If not resolved at the division level, the dispute will be addressed through the Standards Review Committee or Human Resources.
- D. Employees who are displaced from their position as a result of the failure to enter or successfully complete required certification/training programs will be subject to the

Reduction in Force/Layoff procedures. The Union and the Executive Director will coordinate such actions. This provision will not apply to current employees who have opted out of the certification programs and/or career ladders.

ARTICLE 28 (INTENTIONALLY LEFT BLANK)

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 termination for non-DUI loss of license and for a first conviction involving driving under the influence off duty. Accommodations will be made for the employee for loss or restricted license by 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. 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. The Authority will reimburse the employee for purchase of safety boots (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 for the purchase of safety footwear which meets or exceeds ANSI Z41 1991 standards. Employees who receive reimbursement will be required to wear this safety footwear while on duty.
- B. Employees may choose to give up a pair of uniforms for a pair of insulated coveralls.

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. The Authority may temporarily assign an employee to perform the duties of another position if the employee is qualified to temporarily assume the duties of the assignment. Upgrade assignments shall be rotated by seniority within the work unit among qualified

personnel as equitably as possible. An employee who accepts or refuses an upgrade assignment is placed at the bottom of the list for the next assignment.

B. The upgrade pay will be as follows:

1. Any employee assigned by management who temporarily performs all of the duties and assumes all of the responsibilities of a position within the Clerical bargaining unit graded higher than the one he/she holds will receive an eight percent (8%) increase. Upgrade pay will only be paid if the assignment is for at least one (1) hour.
2. Temporary upgrades to positions outside the bargaining unit shall be in accordance with Authority Rules and Regulations.

C. The Authority will discourage frequent assignment of employees below their regular classification and shall not lower a person's pay if he/she is temporarily assigned the duties of a lower classification.

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.
 5. An employee disciplinary investigation shall normally not exceed forty-five (45) days from the date an employee receives a notice of investigation as cited in paragraph 3 herein. If it is determined that the investigation needs to be extended beyond the forty-five (45) day limitation, the Human Resource Manager or designee shall submit a written notice of extension to the employee no later than forty-five (45) days after the employee received the initial notice of investigation. 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 one-half (½) hour while the employee obtains Union representation.
- K. The Union representation 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.

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. A bargaining unit employee individually filing a grievance will file a copy of the grievance with the Union President at every step of the grievance procedure. 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 sixty (60) 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.

ARTICLE 37 PER DIEM AND MILEAGE REIMBURSEMENT

- A. 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.
- B. If an employee's prescription eyeglasses, prescription contact lenses, or hearing aides are damaged as a direct consequence of performing his/her job duties and are not due to the employee's negligence, the Authority will reimburse the employee at a reasonable cost, as determined by Risk Management.

ARTICLE 38 LAYOFF AND RECALL

- A. If it becomes necessary to have a reduction in the work force in the Authority, employees will be laid off in reverse order of seniority within classification. Seniority for the purposes of Layoff and Recall is defined as a full-time classified employee with the Authority (date of hire) applied to the classification held. Seniority will be retained in any previously held classification.
- B. The Authority shall notify the Union at least thirty (30) days prior to any reduction in force. The Union will be afforded the opportunity to meet with the Authority to discuss the circumstances requiring the layoff and any proposed alternatives. Employees laid off due to a reduction in work force will be called back to work by classification in their seniority order.
- C. Laid off employees have the responsibility of keeping the Authority informed as to their correct mailing address. 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 President of the Albuquerque Clerical and Technical Employees Union. An employee upon receiving notice of recall, will, within seven (7) working days, acknowledge receipt by certified or registered mail advising the Manager of Human Resources 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. Employees failing to comply with this section will forfeit their recall rights. 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. Employees shall retain seniority held at time of layoff.

- D. The Executive Director and the Manager of Human Resources are responsible for approving all layoffs and offering transfers or placement offers to employees facing layoff. Employees in layoff status will be terminated two (2) years from the effective date of layoff if they have not been placed or upon refusal to accept an offer of placement into a position of equal level or comparable pay.
- E. No new employee will be hired in the C-series jobs until all laid off qualified employees in the bargaining unit have been given the opportunity to return to work. Employees will be given notice of ten (10) working days prior to being placed on layoff status.
- F. An employee downgraded from one position to another, due to a reduction in the workforce, will receive a one (1) step decrease in pay for each level decreased.
- G. Laid off employees can bid on Authority advertisements.

ARTICLE 39 LABOR-MANAGEMENT COMMITTEE

- A. Either the Authority or the Union may request meetings as needed to prevent, clarify, or resolve a problem. At the time of the request, the requesting party shall provide an agenda for the meeting in writing to the other party. Such meetings shall be for the purpose of administering this Agreement. The Union agrees that such activities may not interfere with the operational requirements of the division.
- B. The Union and the Authority shall conduct Labor-Management meetings at an agreed upon time and place.
- C. Labor-Management meetings will include two (2) Union representatives. Additional union attendees will be mutually agreed upon by the Authority and the Union. The parties' representatives shall have the power to settle grievances, sign MOUs, and resolve other issues.

ARTICLE 40 LUNCHBREAKS AND REST PERIODS

- A. The Authority will provide a lunch period of at least thirty (30) minutes but not to exceed one (1) hour on non-pay status. The lunch period will be scheduled approximately midway through the shift as determined by the supervisor. The employee will not remain at his/her workstation during a non-paid lunch. The Authority may provide a paid lunch, as authorized by the Executive Director, during which time the employee is required to remain at his/her workstation/worksites.

- B. Employees will receive one (1) fifteen (15) minute rest period during each one half (1/2) shift. Rest periods will be scheduled approximately midway through each half shift and cannot be combined with another rest period, the lunch period, or the beginning or end of the workday.

ARTICLE 41 (INTENTIONALLY LEFT BLANK)

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. If the Employer anticipates the contracting out of Employer services on a permanent basis that have historically been performed by bargaining unit employees, the Employer shall notify the Union President in writing of the Employer's intentions no later than thirty (30) days prior to implementing the anticipated action or when the issue is included in the annual budget request.
- B. The Union may request to meet and confer with the Employer to discuss the anticipated action prior to implementation. The request shall be granted.
- C. Upon request, the Employer shall provide data and other information in the Employer's possession that is related to the anticipated action and that will assist the Union in its development of a response to the Employer's action.
- D. The Union shall be allowed the opportunity to present arguments and data to the Employer to counter the Employer's anticipated action prior to the Employer's anticipated action.
- E. If the Employer decides to issue a request for proposals (RFP) for contracting out the services, the Union shall be provided with a copy at the same time other vendors are provided a copy.
- F. The Authority agrees to contract out bargaining unit positions only as necessary to meet staffing shortages. This provision applies to the utilization of both Authority temporary employees and temporary employees employed by an outside agency (e.g. Westaff, etc.) who are contracted to work in Authority-run facilities or services. The Union will conduct an annual review of contracted positions commencing in January. The Union and the Manager of Human Resources will meet and confer where conflicts arise pertaining to contracted positions.

ARTICLE 44 STORAGE OF AUTHORITY EQUIPMENT

The Authority will provide for storage of Authority equipment.

ARTICLE 45 DRESS CODE

In order for bargaining unit employees to have the respect of the community, employees must dress and conduct themselves as professional people in a professional manner. Bargaining unit employees' clothing and appearance will be clean and neatly dressed. Employees required to wear a uniform will report to work in full uniform that is properly maintained. Employees will be counseled and/or disciplined for extremes in personal appearance and/or dress, or for failure to adhere to uniform guidelines or this article.

ARTICLE 46 WORKPLACE CONDUCT

- A. The Authority and the Union mutually agree to comply with applicable Authority policy concerning workplace conduct. Employees shall not use insulting, abusive or offensive language toward the public or co-workers. Ethnic or sexist jokes, slurs and other comments or actions that might embarrass or offend others are prohibited. Employees shall not harass others by making sexual advances or by creating an intimidating or offensive working environment or by making false accusations regarding such conduct. Display of visual materials that may be sexually or racially offensive is also prohibited.
- B. Other prohibited workplace behavior includes intimidation, verbal threats, physical assault, vandalism, arson, sabotage, the unauthorized display, possession or use of weapons in the workplace, jokes or comments regarding violent acts which are reasonably perceived to be a threat, or any other behavior reasonably perceived to be a threat of imminent harm against an employee or member of the general public.

ARTICLES 47 - 58 (INTENTIONALLY LEFT BLANK)

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, memoranda of understanding, 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. The parties may reopen negotiations for wages only if the Water Authority Governing Board fails to appropriate sufficient funding for the agreement in fiscal years 2020 and 2021. 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 the 13th day of June, 2019.

ABCWUA
Mark S. Sanchez
Executive Director

AFSCME
Mike Dorin, President
AFSCME Local 2962