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Meeting Date: June 20, 2018  
Staff Contact: Mark S. Sanchez, Executive Director

**TITLE: C-18-18 - Approval of Collective Bargaining Agreement with AFSCME Local 3022**

**ACTION: Recommend Approval**

**BACKGROUND:**

As a result of rulings from the Second Judicial District Court and subsequent appellate court proceedings, the Collective Bargaining Agreement (CBA) applicable to AFSCME Local 3022 Management Series, which was due to expire on June 30, 2019, was rendered to be of no effect. Accordingly, the Water Authority and Local 3022 initiated negotiations for a new CBA on May 17, 2018. On June 14, 2018, a tentative Collective Bargaining Agreement between the Water Authority and AFSCME Local 3022 Management Series was ratified by the Union Membership.

**SUMMARY:**

The CBA includes a four-year wage proposal from FY19 through FY22. Article 9 Wages includes a 2% base pay (1 Step) increase for employees at Step 19 or below and a one-time lump sum payment of \$750 for employees at Step 20 (top of the pay range) for FY19 and FY20. In addition, 14 employees at Step 19 or below will receive a 2% base pay (1 Step) increase in FY19 and FY20. This was negotiated to address some possible internal inequities in pay.

In FY21 and FY22, the salary schedule will be adjusted by four steps to align with other Salary Schedules within the Water Authority and includes a 2% base pay (1 Step) adjustment for all employees for two 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 senior employees to bid for these shifts. Certification and training programs will be developed to better equip Management employees in using technology, enhance their writing skills, and emphasize supervisory/leadership development. The four-year contract will align with the two other bargaining units if respective three-year contracts are negotiated again in Spring of 2019.

**FISCAL IMPACT:**

The CBA is within the 2% increase in the ten-year financial plan for the Water Authority and in line with the FY/19 Operating Budget recently approved. The equity adjustments will be absorbed with salary savings.

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE ALBUQUERQUE BERNALILLO COUNTY  
WATER UTILITY AUTHORITY**

**AND**

**AFSCME LOCAL 3022, COUNCIL 18**

Affiliated with the American Federation of  
State, County, and Municipal Employees  
(AFSCME Local 3022, AFL-CIO, CLC)

**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 3022 (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. Agreement Control: This Agreement has been negotiated in accordance and compliance with the Employer’s Labor Relations Ordinance and the laws of the State of New Mexico. This Agreement shall control in the event of any conflict between this Agreement and the Employer’s standard operating procedures, policies or Personnel Rules and Regulations, or Merit System Ordinance, except as provided by Section 10-1-24. If there is any conflict between the Agreement and the Labor-Management Relations Ordinance, the Ordinance shall control.
- B. Accretions to the bargaining unit shall be conducted as set forth through petition filed with the Authority’s Labor Management Relations Board.
- C. 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.

## **ARTICLE 3            RECOGNITION**

The Employer recognizes the Union as the sole exclusive representative in all matters establishing and pertaining to wages, hours and all other terms and conditions of employment for all full time

and part time non-probationary classified M series employees as set forth in Appendix A and the stipulated-bargaining unit, as pursuant to the Labor Management Relations Ordinance.

#### **ARTICLE 4            FAIR SHARE**

- A.     The Employer shall, for the duration of this Agreement, deduct from any employee's pay for each pay period of each month Union dues provided the employee submits an authorization thereof. The deductions shall be made and transmitted to the Union in the manner set forth under Article 5 of this Agreement.
- B.     Payment of an agency fee by non-union bargaining unit employees has been authorized by Resolution of the Authority's Governing Board. The Resolution requires an adequate showing by the Union that at least 50% of the employees in the bargaining unit are members in good standing with the Union at the time the agency fee is implemented and the threshold percentage is maintained while the agency fee is in place.
- C.     The Resolution further requires that any agency fee provision negotiated pursuant to the Resolution comply with all state and federal legal requirements.
- D.     The parties agree to implement an agency fee for non-union employees subject to the provisions set forth in paragraphs A and B above and the following additional conditions:
  - 1.     The Union shall retain an independent auditor to audit its receipts and expenditures on an annual basis.
  - 2.     The Union will publish the results of the audit, including an adequate explanation of the agency fee, to bargaining unit employees and provide a copy to the Executive Director.
  - 3.     Bargaining unit employees shall have thirty (30) days to file a challenge to the apportionment of the agency fee.
  - 4.     An impartial decision maker shall hear any challenge.
  - 5.     The amount of the agency fee shall only include costs permitted under applicable federal and state case law. The determination of these costs shall be made from the most recently available audited financial reports cited in paragraph (1.) above. If a court of competent jurisdiction rules that certain costs included in the agency fee are prohibited from inclusion or that the Resolution's limitations legally prohibit the inclusion of certain costs, the agency fee amount shall be modified accordingly.
  - 6.     Under no circumstances shall non-union employees be required to contribute towards the Union's social, political or charitable activities; nor shall any non-union employee be subject to any retaliation for refusal to contribute to such activities.
  - 7.     The Union has the burden of proving before the impartial decision maker that its costs were properly apportioned to the agency fee.
  - 8.     Any portion of the agency fee that is specifically challenged shall be held in escrow until resolution of the challenge.
  - 9.     The Union shall indemnify and hold harmless, for any claim or challenge to this article or the imposition of an agency fee.
  - 10.    Once the appropriate amount of the agency fee for the most recent twelve (12) month audit has been determined, the Employer agrees to deduct that amount from the pay of non-union employees for the twelve (12) months subsequent to the determination.

11. The Employer shall make the agency fee payment deductions for employees in the bargaining unit who do not submit an authorization form for Union dues deduction or pay the Union dues by another method identified by the Union.
12. The Employer shall make employee payroll deductions for agency fee payments upon notification to the non-dues-paying employee of the amount and reason for such payment.
13. All money deducted from wages for agency fee payments shall be remitted to the Union after the payday covering the pay period of deduction in the same manner as dues are remitted under Article 5. If any employee has insufficient earnings for the pay period, no agency fee payroll deduction will be made for that employee for that pay period.
14. If, as a result of litigation, changes to this Article become necessary, the parties will meet to negotiate the issues.

## **ARTICLE 5                    DUES DEDUCTION**

- A. Upon receipt of a signed authorized membership dues deduction card, the Employer shall deduct membership dues levied by the Union in accordance with the Union's constitution and by-laws. The Union shall designate in writing to the Employer's Payroll Office the amount of the deduction. If the amount changes, the change shall be communicated in writing by the Union to the Employer. All deductions, including new deductions or changes in the amounts of the deductions, shall begin the first full pay period after the Employer receives the written notice of change. Deductions shall be made each bi-weekly pay period unless terminated in accordance with the provisions set forth herein.
- B. The Employer's Payroll Office shall forward to the Union all dues withheld pursuant to valid authorization cards. The Union shall inform the Payroll Office in writing where the dues should be sent. The transmission of the dues by the Employer to the Union shall take place no later than the end of the following pay period. The transmission shall include a roster of the employees for whom the deductions have been made.
- C. An employee may authorize payroll deduction amounts in excess of the dues levied by the Union. The employee shall sign a separate authorization form in order to initiate this deduction.
- D. An employee may terminate dues deduction by submitting a written request for termination of the deduction during the 1<sup>st</sup> two weeks of July to the Union President. The President shall forward the termination request to the Payroll Office within one (1) week after receipt of the termination notice. The deduction shall terminate the first full pay period after the Employer receives the termination request.
- E. The Employer shall terminate an employee's dues deduction if the employee leaves the bargaining unit for any reason. The deduction shall terminate the first full pay period after the employee leaves the bargaining unit. The Union shall receive notice of the termination on reports submitted by the Employer to the Union as required by this Agreement.
- F. The Union shall indemnify, defend and save the Employer 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 Employer 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 1<sup>st</sup> 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 3022 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. 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. The employee may utilize accumulated vacation time or leave without pay for purposes set forth in this Section C.
  
- 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.
- 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 MANAGEMENT RIGHTS**

Management shall have the rights as set forth in the Labor Management Relations Ordinance Section 10-2-5.

## **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 2019, 2020, 2021 and 2022, as follows:
  - 1. Effective the first full pay period following ratification and signature of this Agreement or the pay period which includes July 1, 2018, bargaining unit employees will receive a two percent (2%) pay increase (one (1) step movement) to the employee's current hourly rate, up to the maximum rate of the level. Any employee whose placement is at the maximum of the pay plan or above will receive a one-time lump sum payment of \$750.00.

2. Effective the second pay period in July 2018 or the first full pay period following receipt of the list of employees from the Union, whichever is later, at the union's discretion, up to 14 employees below Step 20 will receive an additional two percent (2%) pay increase (one (1) step movement) to the employee's current hourly rate after the increase in Article 9(A)(1).
  3. Effective the first pay period of fiscal year 2020, employees will receive a two percent (2%) pay increase (one (1) step movement) to the employees' regular hourly rate up to the maximum rate of the level. Any employee whose hourly rate is at the maximum of the pay plan or above, will receive \$750.00 in a one-time lump sum payment.
  4. Effective the second pay period in July 2019 or the first full pay period following receipt of the list of employees from the Union, whichever is later, at the union's discretion, up to 14 employees below Step 20 will receive an additional two percent (2%) pay increase (one (1) step movement) to the employee's current hourly rate after the increase in Article 9(A)(3).
  5. Effective the first pay period of fiscal year 2021, employees will receive a two percent (2%) pay increase (one (1) step movement) to the employees' regular hourly rate up to the maximum rate of the level.
  6. Effective the first pay period of fiscal year 2022, employees will receive a two percent (2%) pay increase (one (1) step movement) to the employees' regular hourly rate up to the maximum rate of the level.
- B. No employee who enters the bargaining unit during the life of this Agreement shall be placed at a step within the level higher than the employee at the highest step in the position.
- C. The Union may request the Authority perform desk audits in accord with Personnel Rules and Regulations.
- D. The salary schedule for bargaining unit employees effective June 24, 2017, and effective June 27, 2020, is attached hereto as Appendix B.
- E. Longevity pay shall be frozen at current rates and eligibilities paid only to eligible employees receiving longevity as of July 1, 2010. No future movement in longevity steps nor additions of employees to the longevity will occur:
- F. 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:
1. Swing Shift start time between 11:59am and 6:59pm will receive a ten percent (10%) increase to the regular hourly rate of pay.

2. Graveyard Shift start time between 7:00pm and 3:59am will receive fifteen percent (15%) increase to the regular hourly rate of pay.

## **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, 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 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: 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 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.
- F. Unanticipated overtime is all overtime which cannot be anticipated and or reasonably scheduled in advance of the employees 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.

*NOTE: MOU on SJWTP extended to June 30, 2019*

## **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**

A bargaining unit employee in a non-exempt position who is 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, which shall be considered time worked for purposes of calculating overtime. Call-in time shall commence at the time the employee arrives at the site, provided the employee arrives within one (1) hour of contact, and shall include thirty (30) minutes of time for travel. This provision will not apply if the time 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            STAND-BY PAY**

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.        BENEFITS**

1.        The Employer shall assume insurance premium costs for employees in accordance with the following schedule:
  - a.        The Employer shall assume 80% of the group health and dental insurance programs.
  - b.        The Employer shall assume 100% of the group life insurance program.
  - c.        The employee shall assume 100% of the Optional Supplemental Life Insurance premium.
2.        Each employee may utilize one-half (1/2) day paid leave during the 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 by the employee will be required.

### **B.        INSURANCE**

1.        Group Life, Optional Supplemental Life, Health and Dental Insurances shall be offered to employees in accordance with the following:
  - a.        Group Life Insurance: Employees hired into classified or unclassified positions working twenty (20) hours or more per week, receive life insurance protection effective the date of hire at no cost to the employee. The amount of protection is determined according to the employee's basic annual earnings. Protection will be adjusted annually, if necessary, to

correspond to pay rate changes. Upon terminating the group life insurance will cease on the last day of employment. Employees categorized as temporary, seasonal, student or part-time working less than twenty (20) hours per week are not eligible to participate in the Group Life Insurance programs.

2. Supplemental Life Insurance: Employees working twenty (20) hours or more per week, their spouses and dependent children may participate in supplemental life insurance program offered by the Authority. Spouse, domestic partner and dependents are eligible to be included on the same date the employee becomes insured, within thirty-one (31) days of the date the employee acquires an eligible dependent, during the annual open enrollment period or upon a qualifying event. Other enrollments or changes may be made at any time. However they are subject to approval by the insurance company underwriter. The total premium cost is the responsibility of the employee with no contribution by the Employer.
  - a. Supplemental life insurance will continue through the end of the pay period in which the employee terminated. Conversion may be made to an individual policy when Authority employment ceases.
3. Employees categorized as temporary, seasonal, student or part-time working less than twenty (20) hours per week are not eligible to participate in the Supplemental Life Insurance programs.
4. Health and Dental Insurance
  - a. Employees in classified or unclassified positions working twenty (20) hours or more per week are eligible for health and dental insurance. Employees may enroll without a medical examination within thirty-one (31) days of the date on which employment begins or during the annual open enrollment period.
  - b. Coverage begins on the first day of the pay period immediately following submittal of enrollment documents when enrollment forms are submitted within the thirty-one (31) day eligibility period but after the first day at work. If new hires elect to submit the enrollment forms before their first day of work, coverage may then begin on the first day of work. Spouse, domestic partner and dependents are eligible to be included on the same date the employee becomes insured, within thirty-one (31) days of the date the employee acquires an eligible dependent, during the annual open enrollment period or upon a qualifying event. All information recorded by the insured on the Authority enrollment form is subject to verification. The Employer and the employee share the cost of contributory premiums. The Employer retains the right to modify the plan of benefits or premium structure during annual renewal negotiations.
  - c. Employees are required to notify the Employer's Insurance and Benefits Office of a divorce, legal separation, end of domestic partnership or changes in status of a dependent child within thirty (30) days after the date of the event. Failure to provide notification will result in cancellation of benefit coverage for dependents.

- d. Under the Health Insurance Portability and Accountability Act (HIPPA) an employee may enroll within thirty-one (31) days of the date the employee marries or acquires a child through birth or adoption.
- e. Employees categorized as temporary, seasonal, student, intern, or part-time working less than twenty (20) hours per week are not eligible to participate in the Group health or dental Insurance programs.
- 5. Reinstated Employees: Employees reinstated, as the result of an administrative or judicial action must contact the Employer's Insurance Office within thirty-one (31) days of reinstatement to arrange for health care benefits if there was participation prior to cancellation of benefits. Documentation authorizing the reinstatement must be provided to the Employer's Insurance Office at the time of enrollment.
- 6. Loss of Non-Authority Sponsored Health Care Coverage: Employees working twenty (20) hours or more per week and/or eligible dependents covered under a non-Employer sponsored health care plan that is terminated through no fault of the insured may enroll under a Employer health care plan within thirty-one (31) days of termination of prior coverage. Employees must submit proof of prior coverage and proof of termination of coverage.
- 7. Payment of Insurance During Leave Without Pay: Employees in an unpaid status for one (1) full pay period or longer must make arrangements for direct payment of contributory insurance benefits. Failure by employees to make direct payments will result in cancellation of optional contributory insurance coverage. Employees will not be allowed to re-enroll until the next open enrollment period.
- 8. Payment of Insurance While on Military Leave: The Employer will continue to contribute its share of insurance premiums for the first thirty (30) days of military leave without pay. After that, an employee may choose to continue Employer health insurance for up to eighteen (18) months by making direct payments of the entire premium. Upon reinstatement after tour of duty, employees are permitted to re-enroll.

#### C. CONTINUATION OF HEALTH INSURANCE

- 1. The Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986 provides for the continuation of health care coverage for a covered employee and covered dependents due to a qualifying event that causes loss of health coverage.
- 2. To be eligible for COBRA coverage, the qualified beneficiary must be enrolled in the Employer's group health plan on the day before the qualifying event takes place, or a child is born to or placed for adoption with a covered employee during the COBRA coverage period.
- 3. A qualifying event is defined as termination of employment (other than for gross misconduct) or reduction in hours of employment; death of a covered employee, a divorce or legal separation of a spouse from a covered employee; entitlement to Medicare of a covered employee; the child no longer satisfies the plan's definition of a dependent child.
- 4. COBRA continuation coverage may be available for eighteen (18) months in the event of termination or thirty-six (36) months in the event of death, divorce/legal separation, entitlement to Medicare or loss in dependent status.
- 5. The covered employee or dependent is required to notify the Employer's Human Resources Department, Insurance and Benefits Office of a divorce, legal separation,

or change in the status of a dependent child within sixty (60) days after the date of the event. If notification is not received within this time period, COBRA continuation coverage will not be provided.

## **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 employee's 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 is to take effect on July 1, 2013.
- B. Early Retirement: Immediately prior to retirement from active service with the Employer: an employee may take leave with pay equivalent to the amount of sick and vacation leave the employee has accumulated. Employees who are eligible for retirement and are under the provisions of this Agreement will be governed by the provisions of this Agreement. Employees should plan to begin processing for retirement at least six (6) months prior to the projected date of retirement. Any employee eligible to retire within five (5) years may attend the retirement counseling sessions conducted by the Employer. The Employer will disseminate information regarding the session to employees on a periodic basis.
- C. Employees in Early Retirement are not entitled to salary increases afforded other employees.
- D. Employees in Early Retirement are entitled to all benefits except vacation and sick leave accruals, donated leave and hardship leave.

## **ARTICLE 16            LEAVE PROVISIONS**

Except as outlined specifically in this Article, leave provisions will be handled in accordance with Authority Personnel Rules and Regulations,

- A. Leave with Pay: Section 401.
- B. Birthday Leave: Section 401.1.
- C. Vacation Leave: Section 401.2. Employees who have accumulated over one year of vacation may convert 50% of accumulation over one year to cash payment once per year at a time determined by the Authority.
- 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. Current Language
- 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, four (4) consecutive ten (10) hour days, or twelve (12) hour shifts on a modified workweek. All Customer Service and Field Operations/Maintenance Supervisors on eight (8) and ten (10) hour schedules 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. 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 and/or options for days off exists. When a vacancy



- exists within a work unit, a shift bid will occur outside of the regular bid period. Employees will be awarded shifts/days off based on seniority within the work unit.
- B. The seniority definition used for a bid will be continuous full-time divisional, work unit service within the classification 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.
  - C. A “work unit” is defined as the functional area to which an employee is assigned based on the employee’s current shift selection.
  - D. The parties agree that work units are:
    - 1. Field - Distribution
    - 2. Field – Collections
    - 3. Field – Lift/Vacuum Stations
    - 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
    - 10. Water Quality Lab
  - E. The parties agree that work units within other areas will be by mutual agreement of the parties.
  - F. Employees assigned shift work will not be scheduled on rotating shifts and/or days off (i.e. 1<sup>st</sup> quarter on days, 2<sup>nd</sup> quarter on swing, etc.).
  - G. Water Quality Lab Analysts will bid for shifts and days off every six (6) months.

## **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 Human Resources Manager regarding such changes.
- D. Prior to revising existing classifications or establishing new classifications, the Employer will notify the Union of its anticipated action and offer the Union the opportunity to provide input and recommendations related to whether or not the affected positions shall be

included in the Union's bargaining unit. Either party may bring this issue for discussion in the Union-Employer Committee (UEC) if it deems necessary. In the event of a dispute, either party may take the issue to the Labor Board for resolution.

- E. An employee may request a position reclassification through the employee's Division Manager and in accordance with the Employer's Rules and Regulations.

## **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. 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            VACANCIES**

- A. Bargaining unit position vacancies shall be posted by the Employer for a minimum of ten (10) working days. The vacancy notice shall include the job code, job title, minimum qualifications, salary range, application instructions and the Employer representative that may be contacted for further information.
- B. An employee may apply for any advertised vacancy. An Employee shall inform the employee's supervisor when the employee will be attending a job interview. An employee will not be required to inform the employee's supervisor when the employee applies for a vacancy.
- C. Subject to preferences required by law, preference will be given in filling the same or lower grade to employees that meet the minimum qualifications and have the ability to perform the essential job functions with or without accommodation. Placement preference shall be provided in the following order:
  - 1. Employees reinstated as a result of administrative board or judicial order;
  - 2. Employees returning from active duty in the military;
  - 3. Employees transferred as the result of Executive Director action;
  - 4. Employees returning from a physical layoff;
  - 5. Employees returning from a layoff;
  - 6. Employees notified of layoff, and
  - 7. Employees returning from authorized absence from work without pay.

## **ARTICLE 22            INJURY TIME**

- H. 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 Labor-Management Committee.
- I. An employee who is injured on the job and returns to work on light/modified duty assignment shall be paid no less than the employee's last salary.
- J. Any modified work assignments will comply with applicable Federal, State, and local laws and regulations, including, but not limited to, the Americans with Disabilities Act, the Family and Medical Leave Act, and the State of New Workers' Compensation Act, and Water Authority Rules and Regulations effective July 1, 2007.

## **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. 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 the Human Resources Department will be used for interdivisional interviews.
- D. Departmental working files will be viewed by employees upon request to their immediate supervisor at a time mutually agreeable to by both parties. Departmental working files may 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            GLOBAL POSITIONING SYSTEMS**

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

## **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 Authority will develop and offer training and certification programs and career ladders to help improve the efficiency of the organization. Two (2) employee representatives in the affected classification(s), one (1) chosen by the Union and one (1) chosen by management, will be given an opportunity to provide input on such programs and career ladders prior to their implementation by serving on the Training Advisory Committee (TAC).
- 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 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 those employees who have signed other agreements as a condition of continued employment.
- E.    The Authority will work with the Union to develop and implement training and certification programs for O/M Supervisors, Water Quality Specialists, and Lab Analysts. The TAC will begin development of the program no later than October 2018.
- F.    For employees not in a training and certification program, the Authority will develop an overall management training program. The TAC will begin development of the program no later than October 2018.

## **ARTICLE 28            LICENSES AND CERTIFICATION**

- A. Employees shall be responsible for obtaining licenses and certifications required for their job positions. The Employer shall reimburse employees the fees for renewals and classes required for maintenance of such licenses and certifications. The employee shall be responsible for ensuring that the employee meets all requirements of certification, including pertinent application and training credits. In-house training for employee licenses and certifications required for the employee's job shall be continued during the term of this Agreement in departments where the training currently exists.
- B. Employees who are required to maintain or renew a license or certification required for their job shall receive per diem and mileage in accordance with Employer travel regulations to attend certification exams unless an Employer vehicle is made available. 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 the first examination taken and any re-retake, if necessary.
- C. Employees will be allowed up to seven (7) calendar days from the date of loss of license to correct any clerical errors on the employee's own time. An employee will follow leave request procedures for any time taken during the employee's work time.

## **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 provide vouchers for safety boots (if the Authority determines safety boots are required for the performance of the employee's duties). The Authority will authorize up to \$255.00 per year for safety footwear which meets or exceeds ANSI Z41 1991 standards. Upon use of a voucher, the employee will present the boots purchased and the receipt to the employee's immediate supervisor within five (5) days of purchase. Employees who receive reimbursement will be required to wear this safety footwear while on duty.
- B. Employees may choose a pair of insulated coveralls or insulated jacket annually.

## **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**

The Authority may request an employee to upgrade to a higher level position during the absence of the employee in the higher level position or during a vacancy or from which the incumbent has been absent for a minimum of (1) full work day. The upgraded employee will receive an increase to the employee's regular hourly rate of pay while serving in the upgraded position of five percent ten percent (10%). Employees are responsible for completing the application form and updating the application as necessary. Qualified applicants will be upgraded before non-qualified applicants on a rotating seniority basis for vacant positions.

## **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 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.
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- 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. Nothing in this Section shall prevent the employer from disciplining or discharging employees 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 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. "Days", as used in this article, shall mean workdays (Monday through Friday) and shall not include holidays or time when the Authority Administration 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 statement "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, up to mediation. 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 Director. A meeting with the Human Resources Director 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 Director, the grievant may file a written grievance at Step Two.

Step Two - Within ten (10) days of the meeting with the Human Resources Director at Step One, the written grievance appeal must be filed with the Executive Director. The grievant shall schedule a meeting with the Executive Director or designee. 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 employee or Union Representative shall file the written appeal to the Arbitrator (by filing with the Federal Mediation and Conciliation Service requesting a panel) or Hearing Officer (by filing a request for a Hearing Officer with the Executive Director), for violations of this Agreement or policy or disciplinary action involving suspension, demotion, or termination. A copy of the grievance shall be filed with the Executive Director on the same date of the filing to the Arbitrator or Hearing Officer. Prior to a grievance being filed to the Arbitrator or Hearing Officer acting as an Arbitrator, the grievance procedure (Steps One through Two, above) for the settlement of the grievance must have been exhausted.

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. The FMCS will be notified of the arbitrator selected by the grievant within seventy-two (72) hours of the striking of the panel. The grievant will pursue the grievance to an arbitration hearing within six (6) months of the filing for an arbitration panel or the matter will be deemed closed. If the grievant chooses an arbitration date within the six (6) month time period which the Union or the Authority rejects or postpones, the six (6) month time limit will be extended three (3) months.

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 within ten (10) days of the date of the filing of the notice of appeal to a Hearing Officer with the Executive Director. If the parties are unable to agree on a Hearing Officer, the Hearing Officer will be selected by random lot from the list within fifteen (15) days of the date of the filing of the notice of appeal. The grievant will pursue the grievance to an arbitration hearing within six (6) months of the filing of the Notice of Appeal or the matter will be deemed closed. If the grievant chooses an arbitration date within the six (6) month time period which the Union or the Authority rejects or postpones, the six (6) month time limit will be extended three (3) months.

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 appealing party will pursue the appeal to a District Court hearing within nine (9) months of the filing of the appeal. 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**

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**

Reductions in force will be handled in accordance with Authority Personnel Rules and Regulations Section 307.6, effective July 1, 2007. 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 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            (Intentionally Left Blank)**

## **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 FOR SERVICES**

- 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 Authority's 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.

#### **ARTICLE 44 STORAGE OF AUTHORITY EQUIPMENT**

The Authority will provide for the storage of Authority equipment.

#### **ARTICLE 45 PLACE KEEPER FOR DURATION OF AGREEMENT**

#### **ARTICLE 46 PLACE KEEPER FOR DURATION OF AGREEMENT**

#### **ARTICLE 47 CRITICAL INCIDENT STRESS DEBRIEFING**

Employees should seek support from the Employee Assistance Program.

#### **ARTICLE 48 – 58 PLACE KEEPER FOR DURATION OF AGREEMENT**

#### **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. Labor Board cases pending at the time of execution of this Agreement as signed in a Memorandum of Understanding are incorporated herein and are considered resolved. 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. 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, 2021, and 2022. Either party may request negotiations for a successor agreement by submitting such request in writing to the other party no later than ninety (90) days and no earlier than one hundred twenty (120) 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 \_\_\_\_\_ day of June, 2018.

ABCWUA

AFSCME

\_\_\_\_\_  
Mark Sanchez, Executive Director

\_\_\_\_\_  
Patty French, President  
AFSCME Local 3022