

COLLECTIVE BARGAINING AGREEMENT

Between

TIMBERON WATER AND SANITATION DISTRICT

And

**COMMUNICATIONS WORKERS OF AMERICA,
AFL-CIO, CLC, DISTRICT 7**

July 1, 2019—June 2022

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PREAMBLE

THIS AGREEMENT is entered into between the Timberon Water and Sanitation District (Hereinafter referred to as "Employer") and COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, DISTRICT 7 (hereinafter referred to as "Union").

In consideration of the material promises and agreements herein contained, the Employer and the Union hereby agree as follows:

ARTICLE 1. SCOPE OF AGREEMENT

Section 1.1 Union Recognition: For the term of this Agreement, the Employer recognizes the Union as the exclusive collective bargaining agent with respect to wages, hours, and conditions of employment for all full time and regular part-time employees of Timberon Water and Sanitation District, excluding elected officials, managers, confidential, temporary, contract or any other employees, pursuant to the Public Employee Labor Relations Board, Case No. 321-05.

Section 1.2 Coverage: Whenever the word "employee" appears in this Agreement, it shall refer only to those employees for whom the Union is, pursuant to Section 1.1 of this Agreement, recognized as the exclusive bargaining agent.

Section 1.3. New or Altered Classifications: The employer may establish new job classifications, or abolish, merge or change existing classifications of employees covered by this agreement.

The employer shall identify the employees covered by the Agreement to be included in any new or altered job classification and shall identify the old job classification(s), if any, which in whole or part are being replaced. Unless it is supervisory, confidential, or managerial in status, as defined by the PEBA, any new job classification that is within an appropriate bargaining unit already represented by the Union shall be included.

ARTICLE 2. DEFINITIONS

Section 2.1 Regular, Full Time Employee: An employee regularly scheduled to work at least forty (40) hours per week.

Section 2.2 Regular, Part Time Employee: An employee regularly scheduled to work less than forty (40) hours per week.

Section 2.3 Temporary Employee: An individual employed to work in a full or part time bargaining unit position on an intermittent or as-needed basis, or for a specific project or groups of projects, for not more than nine (9) calendar months.

Section 2.4 Probationary Employee: An employee who has not completed the probationary period or any extension thereof.

Section 2.5 Probation Period: The probationary period shall be the first three (3) consecutive months of employment from the most recent date of hire. The Employer may extend the probationary period for another three (3) months with the Union's concurrence.

During or at the conclusion of the probationary period, either the Employer or the Employee may terminate the employment relationship for any reason without prior warning or notice. The discipline or the discharge of a probationary employee shall not be subject to the grievance/arbitration procedure of this Agreement. Employees shall serve only one probationary period unless there is a break in service.

Time served as a temporary/seasonal employee will count as time worked toward an employee's probationary period if they become a full time or part time employee and the job duties are similar.

Section 2.6 No Guarantees: Nothing contained in the above definitions or in any other part of this Agreement shall be construed as a guarantee or commitment by the Employer to any employee of a minimum or maximum number of hours of work per day, per week, or per year.

Section 2.7 Union Representative: Union Representative is defined as a steward, union officer, union board member, and union staff representative.

- A. Steward is a person appointed by the local to enforce the contract at a local level. They may file grievances and resolve problems under the direction of the local president.
- B. Union Officer is The President, Executive Vice President, Secretary, Treasurer, and the Local Vice Presidents of Local 7076.
- C. Union Board Member is all the positions named in "B".
- D. Union Staff Representative is appointed from the International Union to work with locals assigned by the Union District.

Section 2.8 Nepotism: The parties recognize that because Timberon is a small community, family members may work for TWSD. As long as an employee is not directly supervised by his/her family member, family members may be employed by the District.

ARTICLE 3. MANAGEMENT RIGHTS

Section 3.1: Employer retains the sole right to manage the affairs of the business and to direct the working forces. Such functions of management shall include, but are not limited to, the rights, in accordance with the Employer's sole and exclusive judgment and discretion, subject to restrictions in this collective bargaining agreement, to:

- a. direct the work of, hire, promote, assign, evaluate, transfer, demote, suspend, dismiss or otherwise discipline employees;
- b. determine qualifications for employment and the nature and content of personnel examinations;

- c. take actions as may be necessary to carry out the mission of the TWSD in emergencies;
- d. determine the size and composition of the work force;
- e. formulate financial and accounting procedures;
- f. relieve an employee from duties because of lack of work or other legitimate business reason;
- g. determine methods, means, and personnel by which the Employer's operations are to be conducted;
- h. provide reasonable rules and regulations governing the conduct of employees;
- i. provide reasonable standards and rules for employees' safety, and
- j. provide a drug and alcohol policy consistent with the provisions of Policy 809, as amended.

ARTICLE 4. UNION REPRESENTATIVES AND ACTIVITY

Section 4.1: The Union shall advise the Employer in writing of the names of the authorized representatives of the Union in dealings with the Employer, and the Employer shall not be obligated to deal with any persons not so authorized.

Section 4.2: The Union shall have access to the premises of the Employer during regular business hours or other times approved by Management, Chair, or Vice Chair for meetings with the Employer and for the purpose of investigating specific employee complaints or grievances relating to this Agreement. The Union shall contact the TWSD General Manager twenty-four (24) hours in advance, and the Board, prior to and immediately upon entering the premises. (Note: the "Union" in this section refers to those Union members who are not TWSD District employees.)

Section 4.3: A Union Steward may be released with pay for a reasonable period of time for meetings with management for the purpose of investigating a specific employee complaint or grievance relating to this Agreement if requested by the employee or by management. The Steward shall notify and receive permission from his supervisor before interrupting his assigned work, and such permission may be granted unless a work operation requires the temporary postponement of the investigation. Stewards may use the office equipment to file grievances, which will include telephones, facsimile, and copier.

Section 4.4: Except as provided in this Article 4, the conduct of union business shall not be conducted in the Employer's work area, and union meetings shall not be conducted on the Employer's premises.

Section 4.5: The Employer shall maintain copies of this Agreement for employee use, on their own time, at the office.

ARTICLE 5. GRIEVANCE/ARBITRATION PROCEDURE

Section 5.1: A grievance is defined as any dispute concerning the application or interpretation of this Agreement. An alleged contract violation must be presented to the Employer in the following manner:

Informal Step: The parties will meet informally to resolve any issue prior to utilizing the formal grievance procedure.

Step 1: A grievance must be presented to the General Manager in writing setting forth the facts giving rise to the grievance, on a prescribed form, within seven (7) calendar days after the event(s) giving rise to the grievance. Within seven (7) days of receipt, such grievance shall be discussed by the Union and the General Manager and an answer will be given by the General Manager to the Union in writing within seven (7) calendar days from the time of the discussion. Any adjustment to the grievance requiring budgetary appropriations must first be approved by the Board of Directors.

Step 2: If the grievance is not settled on the basis of the foregoing procedure, the grievance may be submitted to the TWSD Board of Directors for resolution within ten (10) calendar days of receipt of the Step 1 answer. The grievance shall be discussed by the Union and the Board and an answer will be given by the Chair or Vice Chair of the Board in writing within fourteen (14) calendar days of the discussion.

Step 3: If the grievance is not settled at Step 2, either party may submit the issue in writing to arbitration within fourteen (14) calendar days after receipt of the Employer's decision. After notification that the dispute is submitted for arbitration, the Employer and the Union shall attempt to agree on an arbitrator. If the Employer and the Union fail to agree on an arbitrator, the Union shall promptly request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator.

The arbitrator's decision shall be final and binding on all parties provided the arbitrator follows this Agreement. The arbitrator shall have no authority to add to, delete from, disregard or alter any of the provisions of the Agreement. Each party shall bear one-half (1/2) of the arbitrator's fee and expenses. All other expenses shall be borne by the party incurring them.

Section 5.2: The time limitations set forth in this Article 5 are of the essence of this Agreement. The time limits set forth in this Article 5 may be extended only by mutual consent of the parties and confirmed in writing. If the Employer does not respond within the time frames set forth in this Agreement, the grievance will automatically proceed to the next step.

Section 5.3: Grievance meetings will be held during normal working hours. The Employer shall schedule the time of the meeting.

Section 5.4: The Union or the Employer may initiate grievances by complying with Step 1 of this grievance procedure.

ARTICLE 6. PRE-DISCIPLINARY INVESTIGATIONS AND WRITTEN REPRIMANDS

Section 6.1. Beyond initial fact finding, whenever the Employer conducts an investigatory interview with an employee, which the employee reasonably believes could result in discipline, the employee shall have the right to request a representative of their choosing to be present at the investigatory interview. Except under extenuating circumstances, the employee may reschedule the meeting for another reasonable time in order to secure representation during the interview.

1. At any meeting where the Employer is investigating any employee, beyond initial fact finding, for possible disciplinary actions, the Employer shall:
 - (a) notify the employee at the outset of the meeting that the employee is being investigated for possible disciplinary action;
 - (b) on request, allow the employee the opportunity for union representation; and
 - (c) if the Employer elects to proceed with the interview, provide the employee with a reasonable amount of time to confer with his/her representative.
2. The Employer or the Employee may not make a verbatim record of such interview unless both parties are notified at the outset of the meeting of its intention to do so. If the Employer does elect to make a verbatim record of the meeting, the employee shall be provided with a true and correct copy of the record. In addition, if the Employer is recording the meeting, the employee may also record the meeting provided that the meeting will not be unduly delayed while the employee obtains a recording device.
3. An employee may refuse to answer questions of a superior that probe possible criminal conduct until the employee has obtained legal advice and/or counsel. The employee shall be given a reasonable period of time to secure counsel; and counsel submits its entry of appearance within seven (7) days of the notification of the investigation.

During this time, the Employer may place the Employee on paid Personal Leave if it is in the best interest of TWSD.

4. In all cases, the confidentiality of the disciplinary process shall be maintained by the Employer and its representatives as required by law and this Agreement.

Section 6.2. When the Employer receives a complaint against an employee covered herein, the Employer shall provide the employee with the opportunity to respond to the complaint. The employee shall not respond directly to the complainant unless directed to do so by the immediate supervisor.

Section 6.3. If a supervisor needs to talk to an employee concerning a matter of performance or behavior, reasonable efforts shall be made to hold the meeting in private.

ARTICLE 7. DISCIPLINE AND DISCHARGE

Section 7.1. Discipline. The primary purpose of discipline is to correct performance or behavior that is below acceptable standards, or contrary to the employer's legitimate business interests, in a constructive manner that promotes employee responsibility. Progressive discipline shall be used whenever appropriate.

The normal application of progressive discipline should be:

Oral

- A. If an employee is not meeting TWSD standards of behavior or performance, the General Manager should take the following action:
 - 1. Meet with the employee to discuss the matter;
 - 2. Inform the employee of the nature of the problem and the action necessary to correct it; and
 - 3. Prepare a memorandum for the General Manager's own records indicating that the meeting has taken place.

Written

- B. If there is a second occurrence, the General Manager should hold another meeting with the employee and take the following action:
 - 4. Issue a written reprimand to the employee;
 - 5. Warn the employee that a third incident will result in more severe disciplinary action; and
 - 6. Prepare a written report describing the first and second incidents and summarizing the action taken during the meeting with the employee. This information will be included in the employee's personnel file.

Action

- C. If there are additional occurrences, the General Manager should take the following action, depending on the severity of the conduct:
 - 7. Issue a written reprimand or warning;
 - 8. Suspend the employee without pay for up to five (5) working days; or
 - 9. Terminate the employee.

Progressive discipline can range from an oral or written reprimand, to a suspension, demotion or dismissal. There are instances when a disciplinary action, including dismissal, is appropriate without first having imposed a less severe form of discipline.

An employee who has completed the probationary period may be suspended, demoted, or dismissed only for just cause.

Section 7.2. Time Limits. The Employer may not impose disciplinary action or issue a notice of contemplated action later than 45 days after it acquires knowledge of the employee's misconduct for which the disciplinary action is imposed.

ARTICLE 8. HOURS OF WORK AND OVERTIME

Section 8.1 Purpose of Article: The sole purpose of this Article is to provide a basis for the assignment of straight time and overtime for hourly employees and nothing contained in this Agreement shall be construed as a guarantee or commitment by the Employer to any employee of a minimum or maximum number of hours of work per day, per week, or per year. The Employer's pay records, practices and procedures shall govern the payment of all wages.

Section 8.2 Workweek: The workweek shall consist of seven (7) days beginning immediately after 12:00 midnight on Saturday and ending at 12:00 midnight the following Saturday.

Section 8.3 Regular Workweek: The regular workweek shall consist of forty (40) hours of work within the workweek.

Section 8.4 Workday: A workday is a period of twenty four (24) consecutive hours beginning immediately after midnight of one day and ending at midnight on the following day.

Section 8.5 Regular Workday: A regular workday for a full time employee shall consist of eight (8) hours of work within a workday.

Section 8.6 Rest and Meal Periods: There shall be one (1) thirty (30) minute or one (1) hour unpaid meal period and two (2) fifteen (15) minute paid rest periods during the course of a regular workday. For every four (4) hours of work, there will be a 15 minute paid rest period. Part-time employees working over four (4) hours in a day will be entitled to a ½ hour unpaid lunch.

Section 8.7. Flex Time: An employee may request a schedule that deviates from their normally scheduled work hours and make up that time within the same work week.

Section 8.8. Overtime Work: The Employer will distribute overtime as uniformly as practicable among qualified employees.

- A. Preference will be given for daily overtime to the employee who has worked that day on the job involved.
- B. Other overtime will be rotated among all qualified employees until each has been offered their turn, after which rotation sequence will start anew. An employee who fails to work overtime when requested shall be charged as having worked their turn for purposes of determining the employee's next turn.
- C. If overtime is required and if enough employees do not volunteer, the Employer may require employees to work, selected by inverse order of seniority, provided employees can satisfactorily perform the work requirements. The employee's refusal to accept the overtime assignment may result in disciplinary action up to and including dismissal unless the employee has a valid reason for the refusal.

Section 8.9: An employee shall be paid at the rate of one and one-half (1-1/2) times his/her regular straight-time rate of pay for all hours worked in excess of forty (40) hours within a workweek.

Section 8.10. Overtime Credit: Only those hours which an employee does not work but for which he/she is compensated for Holidays, pursuant to Section 8.3, shall be considered hours worked for the purposes of computing overtime eligibility.

Section 8.11. Compensatory Time: A compensatory time arrangement is a non-cash payment for overtime work at the rate of one and one-half (1-1/2) hours compensatory time off for every one hour of overtime worked. All compensatory time in lieu of overtime pay will be at the request of the employee, initiated by an overtime log and a leave slip signed and submitted by the employee to payroll and subject to the approval of management in accordance with the District's then current adopted policy and procedures. Compensatory time off in lieu of overtime pay may be accrued and "banked" with the following conditions:

- A. A maximum of eighty (80) hours compensatory time can be accumulated at any one time.
- B. A maximum of eighty (80) hours compensatory time can be earned per year.
- C. An employee may begin accruing compensatory time after one (1) year of continuous service.
- D. Eighty (80) hours of accrued compensatory time can be carried over from one year to the next. All amounts above this must be paid out or used prior to accruing additional compensatory hours.
- E. All unused accrued compensatory time will be paid to the employee at the rate earned upon their leaving the District.

ARTICLE 9. WAGES

Section 9.1 For fiscal year 2019-2022, the wage schedule for each bargaining unit employee shall be set forth in Appendix A.

Section 9.2 Wages and other economic matters shall be negotiated on an annual basis, in accordance with Section 37.2.

Section 9.3 Should a new job be established by the Employer, the wage rate for such position shall be established by the Employer so that it is equitable with respect to other bargaining unit positions. If the Union contends that the wage rate for such new position(s) has not been set in an equitable manner to other bargaining unit positions, the Union may file a grievance under the terms of the grievance procedure set forth in this Collective Bargaining Agreement.

Section 9.4 Employees assigned to perform duties of a higher-rated classification, or additional duties requiring specialized training to perform those duties, on a temporary or permanent basis for ten (10) or more consecutive work days shall receive a base wage increase not less the 5% and not more than 15% of the employee's base pay for the entire period of the assignment.

ARTICLE 10. HOLIDAYS

Section 10.1 Holidays Recognized: New Year’s Day, Martin Luther King’s Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, and Christmas Day and an additional floating day shall be recognized as paid holidays for eligible employees.

If a holiday falls on Sunday, the following Monday shall be recognized as the holiday. If a holiday falls on Saturday, the previous Friday shall be recognized as the holiday. The additional floating holiday will be scheduled with prior approval of management.

Section 10.2 Eligible Employees: Each employee who has completed the probationary period must be on pay status, not to include sick leave, the scheduled work day before and the scheduled work day after the holiday in order to receive holiday pay.

Section 10.3 No Work on the Holiday: An eligible full-time employee who is not required to work on the day observed as a holiday shall receive one day’s pay at their straight-time rate of pay.

Section 10.4 Work on the Holiday: An eligible employee who is required to work on the holiday shall receive one and one-half (1-1/2) times his/her straight-time rate of pay for all hours actually worked on that day in addition to one day’s pay at his/her straight-time rate of pay. An employee who is required to work on the holiday and who does not report to work shall be ineligible for benefits under this Article for that holiday.

Section 10.5 Holiday During a Vacation Period: If a recognized holiday occurs during the scheduled vacation of an eligible employee, the employee will be paid for the holiday and it will not be counted against their vacation time.

Section 10.6 Holiday for Part Time Employees: Part-time employees will receive holiday pay based on the number of hours in their normal work day.

ARTICLE 11. VACATIONS

Section 11.1 Vacation Accrual: The amount of vacation to which a full time employee is entitled shall be determined by the number of years of continuous service completed by the employee as of the employee’s annual anniversary date in the year in which vacation is to be taken, in accordance with the following chart:

<u>Years of Continuous Service</u>	<u>Hours Accrued</u>	<u>Accrual per pay period</u>
Year 0 through 2	40	1.54
Year 3 through 10	80	3.08
Year 10+	120	4.61

Accrual begins from the first day of employment, however it cannot be used until the conclusion of the probationary period. During the first year of this contract, all employees converting from allotment to accrual will receive their allotment on their anniversary date and then begin accruing according to the above schedule.

Section 11.2 Vacation Scheduling: The Employer shall retain the final right to approve or deny the scheduling of all vacations in a timely manner. The Employer retains the right to cancel previously approved vacations only in the event of an emergency. Vacation may be taken in one (1) hour increments.

Subject to the provisions of this Article and providing that it does not interfere with the efficiency of operations, the Employer will attempt to allow an employee to take all the hours of their vacation consecutively if he or she provides sufficient advance notice of this request to the Employer.

In the event that the operational needs of the Employer dictate that the employee cannot take his or her full vacation entitlement, he or she shall be allowed to carry over up to 100% of the vacation he or she has earned in the immediate preceding anniversary year. Any unused earned vacation hours carried over from a preceding year must be used the following year.

An employee will be paid for vacation hours to which they are entitled but which have not been used at the time of termination of employment, or upon resignation provided the employee has given a two-week notice.

Section 11.3 Rate of Pay: An employee shall be compensated for vacation at the straight-time rate of pay for his/her designated job classification at the time vacation is taken.

Section 11.4. Part-time Employees: Part-time employees will accrue vacation on a pro-rated basis.

ARTICLE 12. LEAVES OF ABSENCE

Section 12.1 Union Leave of Absence: Any one employee designated by the Union will be granted the necessary time off without pay to carry out the business of the Union. The dates of said leave will be mutually agreed upon. The Union will give the Employer as much advance notice of the proposed leave as possible, but in no event fewer than seven (7) calendar days. Such time shall be considered as time worked for the purpose of determining seniority.

Section 12.2 Funeral/Bereavement Leave: The Employer shall grant up to seven (7) workdays leave of absence with pay to an employee who suffers a death in his or her immediate family. The following limitations shall apply:

- A. In the event an employee suffers a death in his or her immediate family, said employee will be compensated at his/her regular straight time hourly rate for hours lost from his/her regular schedule for up to seven (7) workdays, exclusive of days of rest. Funeral leave pay will not be granted for any day on which the employee is not scheduled to work.
- B. Members of an employee's immediate family are defined as the employee's spouse, sons, daughters, mother, father, brothers, sisters, mother-in-law, father-in-law, grandparents, step-parents and step-children.

- C. Proof of relationship and/or death may be required.
- D. At the employee's request, and with approval from the General Manager, the employer may grant to an employee three successive workdays' leave of absence with pay for persons other than those identified in Section B, above.

Section 12.3. Jury Duty: An employee who is required to perform jury duty before any tribunal or court of the United States or of the State of New Mexico shall be granted a leave of absence for such duty. The employee shall present a copy of the order to report for jury duty immediately upon receipt of such order and prior to the leave of absence. If taken from work for such service, the employee shall be reimbursed for any loss of wages while actually performing such service up to forty (40) regular hours per calendar year; provided, however, the employee shall show the Employer a properly endorsed check or voucher the employee received for such service and permit the Employer to copy same. The amount the employee shall be reimbursed shall be determined by subtracting the amount received for such jury service, excluding any mileage reimbursement, from the amount the employee would have otherwise earned at the employee's straight time hourly rate of pay for up to forty (40) regular working hours per calendar year, while performing such service.

Section 12.4 Military Leave

(a) Extended Tours: Employees who are ordered to or volunteer for extended military training or active duty in the Armed Forces of the United States, the U.S. Coast Guard, the U.S. Public Health Service, or a National Guard component may take a leave of absence for the length of the service. Military leaves for extended tours are without pay and no benefits shall accrue during the period of the leave, except as may be specifically required by applicable federal or state law.

(b) Annual Training: Employees who are ordered or volunteer to attend annual military training may take a leave of absence for the length of the training. Military leaves for annual training are without pay and no benefits shall accrue during the period of the leave, except as may be specifically required by applicable federal or state law.

Section 12.5 Medical Leave: Employees who are unable to work because of a serious health condition, disability, or work-related injury may be granted an unpaid medical leave of absence. This type of leave covers disabilities caused by pregnancy, childbirth, or other related medical conditions, and will be extended to family care and parental leave. The initial 12 week period will be in conjunction and in compliance with FMLA. An additional 12-week period will not be unreasonably denied.

Section 12.6 Personal Leave: Employees may be granted an unpaid leave of absence to attend personal matters in cases in which the TWSD determines that an extended period of time away from the job will be in the best interests of the employee and TWSD.

Section 12.7 Educational Leave: Employees who want to continue their education may be granted an unpaid educational leave of absence.

ARTICLE 13. HEALTH AND WELFARE

Section 13.1 Group Insurance Benefits: During the term of this Agreement, the Employer will sponsor basic group medical, dental, vision, long term disability, and term life insurance programs through the State of New Mexico. The Employer shall contribute seventy percent (70%) of the premium costs for the Medical Plan for eligible employees, through payroll deduction. The participation percentage will be calculated against the employee's base salary only.

Section 13.2 Eligibility: Coverage shall be effective upon the date(s) specified in the insurance program(s). Eligibility requirements and actual benefits provided will be determined by the terms of the insurance program(s).

Section 13.3 Change in Carrier: Prior to any changes in benefit plans, programs, or premiums, the Employer will notify the Union of the changes. Following the notice to the Union, the Employer and the Union will meet and the employer will provide a summary of proposed changes in these plans, and if requested to do so, shall bargain with the Union in good faith to impasse prior to implementing such changes.

ARTICLE 14. SAFETY

Section 14.1: The Union will cooperate fully with the Employer in promoting and supporting safety and accident prevention.

Section 14.2: There shall be a Safety Committee which shall consist of one member appointed by the Employer and one employee elected by the employees. The purpose of said committee is to promote good safety practices, to consider safety problems which may be called to their attention, and to conduct accident investigations.

There will be a safety meeting at least twice a year.

Section 14.3: The term of the employee-elected member shall be a maximum of one year. Should a vacancy occur on the committee, a new member shall be elected prior to the next scheduled meeting.

Section 14.4: Employees who are involved in an accident or receive any injury whatsoever during the course of their duties must report the incident to the General Manager not later than the end of their shift.

Section 14.5: All employees will be required to follow New Mexico Health and Safety Act regulations.

ARTICLE 15. REPORTING PAY

Section 15.1: An employee who reports for work at the time scheduled by the Employer shall be entitled to a minimum of two (2) hours pay.

ARTICLE 16. CALL-BACK PAY

Section 16.1 After leaving the Employer's premises following completion of their regular shift, employees called back to work prior to but not contiguous with their next regularly scheduled shift, shall be entitled to a minimum of two (2) hours of work and shall perform such duties as the Employer assigns.

Section 16.2: In an emergency an employee may be required to return to work during a vacation. The employee has the option to either reschedule the balance of their vacation or to be paid for the vacation not used at straight time. In addition, the employee will be paid at the overtime rate of 1-1/2 times straight time for hours worked during the normal shift and 2-1/2 times the straight time rate for hours worked beyond the normal shift hours (overtime hours). Such paid time will include travel to and from the employee's vacation location.

ARTICLE 17. PAYDAYS

Section 17.1: Regular pay periods shall be bi-weekly. An itemized accounting of hours worked, wages earned, and deductions made shall be issued to each active employee with their paycheck.

ARTICLE 18. NONDISCRIMINATION

Section 18.1 The Employer and the Union agree there shall be no discrimination against any employee because of race, color, creed, religion, national origin, sex, age, marital status, the presence of physical, mental or sensory handicap (subject to occupational requirements and the ability to perform job requirements), gender, sexual orientation, or any basis prohibited by local, state or federal law.

ARTICLE 19. SENIORITY

Section 19.1 Application of Seniority: Seniority will be observed in layoffs, recalls, transfers, scheduling of overtime, and promotions.

Section 19.2 Accrual of Seniority: Seniority shall be accrued from the date of hire or rehire for each calendar day of continuous employment including:

- A. Time lost by reason of accident and bona fide illness.
- B. Time spent on layoff status not to exceed four (4) calendar months.
- C. Time spent on jury duty, witness service, or funeral leave.

Section 19.3 Loss of Seniority: Seniority shall be lost for the following:

- A. Resignation or voluntary quit (failure to report absence from work for three [3] consecutive scheduled work days will be considered a voluntary quit unless excused by the Employer).

- B. Discharge.
- C. Inability of Employer to contact employee while the employee is on layoff or leave of absence because of employee's failure to keep Employer advised of a current address and phone number (if any).
- D. Absence by reason of layoff for a period of four (4) calendar months or more. Seniority will be frozen after the four (4) month period.

ARTICLE 20. LAYOFF AND RECALL

Section 20.1. Layoff: Lay offs of bargaining unit employees can only occur in the event of a shortage of work or funds.

Section 20.2. No bargaining unit employee shall be laid off while there are probationary, seasonal, temporary, or contract personnel employed by TWSD if the bargaining unit employee is capable of doing the same job.

Section 20.3. At least 30 days prior to implementing a lay off, the employer shall notify the Union and, if requested to do so, will bargain with the Union in good faith to impasse as contemplated by the PEBA.

Section 20.4. Recall: Former employees who have been laid off for less than twelve (12) calendar months will have preferential hiring rights for job openings for which they are qualified over people who have never worked for the Employer. Employees will be recalled on the basis of seniority, the most senior employee will be returned first. The employee will lose all preferential hiring rights if he/she does not notify the Employer of acceptance of the job offer within ten (10) work days of receipt of the certified mailing of the job offer by the Employer.

ARTICLE 21. JOB VACANCIES

Section 21.1. Vacancy Posting: The Employer shall post a notice of each regular job vacancy on the bulletin board for a minimum of seven (7) workdays prior to filling the position. The notice shall include the job title and shift. Employees desiring the vacant job shall notify the General Manager in writing.

Section 21.2. Promotions: Employees who apply for an upgraded position, and are awarded the position, will receive the higher compensation.

Section 21.3. Retreat: Employees who are promoted will have a three (3) month trial period during which the employee may determine that they are unsuited to the position. If the employee believes that the upgraded position is not acceptable, the employee will be retreated to their former position and pay without prejudice,

If the Employer determines that the employee is unable to effectively perform the primary duties of the job, the Employer, within a three month period, may retreat the employee to the former job title and pay without prejudice.

Section 21.4. Resignation: It is expected that employees will provide the employer with a two-week notice prior to resignation. In the event this notice is not provided, an employee will not be paid for unused vacation hours.

ARTICLE 22. RETIREMENT PLAN

Section 22.1: During the term of this Agreement, the Employer shall continue to participate in and make its contributions on behalf of eligible employees to the New Mexico State Public Employees' Retirement Act. Covered employees shall continue to make their own contributions to this Retirement System as provided by the current state laws or regulations.

ARTICLE 23. SICK LEAVE

Section 23.1: All regular, full-time employees shall be granted forty-eight (48) hours of paid sick leave. Part-time employees will receive sick leave hours prorated on the number of hours regularly worked on their normal workday.

Section 23.2: All sick leave hours will be granted to the employee at the start of the calendar year.

Section 23.3: Sick leave benefits not used during the calendar year in which they are earned may be carried over and used during succeeding calendar years. Employees may accumulate up to and including two hundred (200) hours of sick leave benefits. Such benefits may be carried over into successive calendar years so long as the employee remains employed by the Employer.

Section 23.4: Sick leave benefits shall be paid at the employee's regular rate of pay at the time the benefits are used. Sick leave pay shall be the amount the employee would have earned had he or she worked the regularly-scheduled work day.

Section 23.5: Sick benefits may be used for actual periods of temporary disability associated with pregnancy or childbirth. Sick leave may also be used for routine medical and dental appointments.

Section 23.6: Sick leave benefits may not be used for any absences when the employee is entitled to receive compensation benefits under the Workers' Compensation Act.

Section 23.7: Payment of sick leave benefits is further conditioned upon the employee notifying the General Manager of the employee's absence prior to the scheduled work period or no later than one hour into the work period--except where medical emergency precludes notice. Failure to give the required notice may result in no payment of sick leave benefits for such absence.

Section 23.8: If the employee has been on sick leave for a period of three (3) days or more, the employee shall be required to provide certification of illness or a written release to return to work from a qualified health care provider.

Section 23.9: Employees shall not be paid for any unused sick leave benefits upon cessation of employment.

ARTICLE 24. PHYSICAL EXAMINATIONS

Section 24.1: The Employer may require that candidates for an open position undergo a physical examination and drug test prior to initial employment in order to determine fitness and ability to do the job and satisfaction of minimum standards. The Employer may require employees returning from any extended absence due to illness or injury to be released by a physician in order to determine current fitness and ability to do the job. This release must be turned into the General Manager prior to returning to work. When physical examinations for initial employment are required by the employer, the employer will pay for such examination.

ARTICLE 25. BULLETIN BOARDS

Section 25.1: A bulletin board in the Employer's offices shall be designated by the Employer for the use of the Union and bargaining unit. The Union will supply the bulletin board.

ARTICLE 26. OUTSIDE TRAINING

Section 26.1: If the Employer requests or requires an employee to attend an outside training program during regular working hours, the employee shall be paid his/her regular salary, and the Employer shall pay the tuition and any related course fees. The Employer will also pay reasonable lodging expenses when pre-approved by General Manager. When private transportation is used the employee will be reimbursed for actual mileage at the current New Mexico statute allowable rate.

The Employer shall pay for three attempts for job-related tuition, course fees, and travel and lodging. In the event the employee cannot successfully pass the course in three attempts, the employee is then responsible for the costs associated with that training.

When the training is conducted at times other than normal working hours, the employee will be excused from work for the time spent in class. If the employee is required to work in addition to the time spent at training, the employee will be paid at 1-1/2 times straight time wages for the additional hours in excess of forty (40) hours or optional compensatory time may be taken.

ARTICLE 27. TRAVEL REIMBURSEMENT

Section 27.1. Travel Reimbursement: Employees directed to use their personal vehicles for the Employer's business will be reimbursed for their actual hours spent traveling and mileage at the existing New Mexico statute allowable rate per mile. Parking expenses or tolls incurred while conducting the Employer's business shall be reimbursed.

Section 27.2. Meals and Lodging: The District shall reimburse employees per New Mexico statute for meal and lodging expenses while on District business, with prior District approval.

ARTICLE 28. STANDBY DUTY

The employer shall not require any employee to stand by or be fit for duty outside of their regularly scheduled work hours. The employer may call back an employee (Article 16), however, employees are not required to accept the assignment. Any work performed as call back in excess of normal work hours will be paid as overtime.

ARTICLE 29. PERSONNEL FILES

Section 29.1: Employees may examine their personnel files by appointment with the General Manager at mutually convenient times. Upon request of the employee, the Employer shall determine if there is any irrelevant or erroneous information in the personnel file, and shall remove all such information from the file. If an employee does not agree with the Employer's determination, the employee may at his or her request have placed in the employee's personnel file a statement containing the employee's rebuttal, correction, or can be subject to grievance procedure. Any material that does not form the basis of an ongoing investigation will be removed from the employee's personnel file after one (1) year. An employee must receive a copy of any documentation the Employer places in their file.

Nothing in this Article prevents the Employer from removing information more frequently. This Article does not apply to the records of an employee relating to the investigation of a possible criminal offense or to information or records compiled in preparation for an impending lawsuit which would not be available to another party under the rules of pretrial discovery for causes pending in the superior courts of New Mexico.

In no case shall an employee's original personnel file be taken from the offices of TWSD. Nothing in this article prevents the Employer from providing copies of personnel files as part of a legal subpoena or pursuant to a Freedom of Information Request as long as confidential information is redacted.

All employees, including those on a medical leave of absence, must keep the Employer informed of their current contact information.

ARTICLE 30. PERFORMANCE EVALUATION

Section 30.1. Employees shall receive written performance evaluations at the end of their probation and on an annual basis thereafter.

Section 30.2. Performance criteria shall be specific, attainable, relevant, measurable, and consistent with an employee's duties, responsibilities and relate to his/her job description. Measurement criteria shall be job and outcome related. The criteria shall be provided to an employee in writing at the outset of the rating period and changed during the period only after review with the employee. If an employee does not have an

opportunity to perform work described by the criteria that criterion will not be considered in the performance appraisal process. Performance measurement criteria shall be applied fairly, objectively, and equitably. The Employer shall take into account when evaluating an employee's performance, matters outside an employee's controls, such as equipment and resource problems and lack of training. Pre-approved time away from the job including sick leave (not including call in notification), personal days, annual leave, and authorized duty time for union representational purposes and other authorized activities will not be considered negatively in the application of performance criteria. Evaluations shall fully take into account such approved absences in a measure of timeliness and quantity of work.

Section 30.3. End of Fiscal Year Appraisal. The end of fiscal year appraisal shall include at least the following:

- a. Performance rating for the year;
- b. Performance expectations applicable to the next period which may be changed only after review with the employee; and
- c. Recommendations, if any, for training to enhance the employee's skills.

Section 30.4 Job Descriptions: The General Manager or the Board of Directors will develop job descriptions for each job title in the bargaining unit by December 31, 2019. Employees will be provided copy of their job descriptions as requested on an annual basis.

In the event the Employer desires to change a job description, the Employer will notify the Union of the suggested changes and the parties will negotiate on the suggested changes and any economic impact resulting from the changes.

The Union will be provided a copy of the job description upon request.

ARTICLE 31. CLOTHING AND EQUIPMENT

Section 31.1: During the term of this Agreement, the Employer will supply protective clothing and safety equipment as appropriate to job title, including rain jackets, Insulated and work gloves, rubber and insulated boots, hardhats, noise suppression equipment, safety vests, and safety glasses. It will be the responsibility of the employees to maintain and clean the above items as appropriate, unless otherwise negotiated by management.

Section 31.2: The employer will pay each full and part time employee an annual "Safety Equipment Allowance" of \$150.00, to be paid on July 15th of each calendar year.

ARTICLE 32. CONTRACTING OF WORK

Section 32.1. The employer shall not contract out work which would normally be performed by employees in the bargaining unit and where such action would result in a bargaining unit employee having his or her classification downgraded, having his or her work reduced, or being laid off.

ARTICLE 33. PAYROLL DEDUCTIONS AND UNION MEMBERSHIP

Section 33.1 Payroll Deductions: Upon presentation of a voluntarily submitted, individually signed CWA dues deduction authorization form or a separate additional voluntary deduction authorization for the Union's political action committee (CWA-COPE), the Employer agrees to deduct from the paycheck of each employee the monthly dues that has been certified to the Employer by the Union's Secretary/Treasurer. The amounts deducted will be transmitted to the Union by check payable to its order on or before the fifteenth (15th) of each month. Upon issuance and transmittal of this check to the Union, the Employer's responsibility shall cease with respect to deductions covered thereby. The transmission shall include the name, department, job title, rate of pay, unique identifying number and amount of dues deducted for each employee for whom deductions have been made.

The Union and each employee authorizing the assignment of wages for the payment of Union dues or fee will indemnify and hold the Employer harmless from all claims or forms of liability that may arise against the Employer on account of any deduction made for purposes of this section from the wage of an employee. The deduction of Union dues may be only terminated by an employee on written notice to the Employer and the Union the last two weeks of June of any year this contract is in effect.

ARTICLE 34. SOLE AGREEMENT

Section 34.1: This written Agreement concludes all collective bargaining between the parties hereto during the term hereof and constitutes the sole, entire and existing Agreement between the parties hereto. This Agreement specifically supersedes all prior commitments or practices between the Employer, its employees, and the Union, except insofar as such prior commitments or practices are expressly and specifically adopted in this Agreement, and expresses all obligations and restrictions imposed on each of the respective parties during its term.

Section 34.2: The Employer must notify the Union regarding any change to the Employer's policies and procedures that impact this Agreement and, if requested to do so, bargain in good faith on the changes.

Section 34.3: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity, are set forth in this written Agreement. Therefore, the Employer and Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

ARTICLE 35. STATE AND FEDERAL LAWS

Section 35.1 State and Federal Laws: This Agreement shall be subject to all future and present applicable federal and state laws. Should any provision become unlawful by virtue of the declaration of any court of competent jurisdiction or passage of legislation, such action shall not invalidate the entire Agreement. Any provision of this Agreement not declared invalid or affected by the legislation shall remain in full force and effect for the life of the Agreement. If any provision is held or rendered invalid, the parties hereto shall enter into collective bargaining for the purpose of arriving at a mutually satisfactory replacement provision.

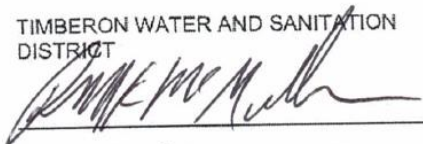
ARTICLE 36. TERM OF AGREEMENT

Section 36.1: This Agreement shall be in effect from the signing thereof, and shall continue in full force and effect through and including June 30, 2022. Should either party desire to modify or terminate this Agreement on July 1, 2022, it shall serve written notice on the other party at least sixty (60) days prior to that date. In the event of an inadvertent failure by either party to give the other party the requisite notice, such party may give written notice at any time prior to the appropriate termination date of this Agreement. If either party provides notice to reopen for negotiations, the Agreement will continue in full force and effect until it is replaced by a subsequent written agreement in accordance with the PEBA.

Section 36.2 Annual Wage Opener: Wage rates for the 2020-2021 annual period and the 2021-2022 periods shall be negotiated by the parties, when either side gives not less than sixty days prior notice of their desire to open negotiations for the respective annual period. The parties must convene and conclude negotiations prior to the end of the current fiscal year.

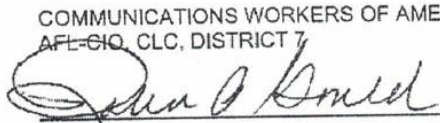
IN WITNESS WHEREOF, the parties hereto being duly authorized to execute same have entered into this Agreement effective the 1st day of July, 2019.

TIMBERON WATER AND SANITATION
DISTRICT



13 Nov 2019
Date

COMMUNICATIONS WORKERS OF AMERICA,
AFL-CIO, CLC, DISTRICT 7



Ratified October 9, 2019
Date

**APPENDIX - A
Wage Schedule**

THIS APPENDIX is supplemental to the Agreement by and between TIMBERON WATER AND SANITATION DISTRICT, hereinafter referred to as the “Employer” and the COMMUNICATIONS WORKERS OF AMERICA.

A.1 - Wage Equity.

If an employee is being hired into a department that has one (1) or more employees in a similar job title doing similar work, the new employee’s wage shall not exceed the current wage of any employee in the department with a similar job title who has equivalent or comparable qualifications, including experience, years of service, or education.

A.2 – Wage Rates

Effective July 1, 2019, all TWSD bargaining unit employees will receive a .75 cent/hour increase on their current base wage.

Employee Wage Scale

JOB OCCUPATION	Occupation Number*	Minimum Wage	Mid Point Wage	Maximum Wage
Janitor/Housekeeper	37-2011	\$8.80	\$11.83	\$15.51
Heavy Equipment Operator	47-2073	\$14.14	\$21.95	\$29.63
General Maintenance	49-9071	\$11.33	\$18.52	\$23.99
Book keeping, Accounting, Auditing Clerk	43-3031	\$11.33	\$18.37	\$22.96
Water Billing and Posting Clerk	43-3021	\$11.33	\$17.39	\$20.57
Administrative Assistant	43-6014	\$11.33	\$17.40	\$20.85
Laborer	49-9098	\$8.80	\$11.00	\$13.20
Meter Reader	43-5041	\$8.80	\$11.00	\$13.20
Water Operator I**	51-8031	\$12.10	\$19.80	\$24.20
Water Operator II**	51-8031	\$14.30	\$24.20	\$28.17
Water Operator III***	51-8031	\$19.51	\$25.86	\$32.20
Small Systems Operator**	51-8031	\$12.10	\$19.80	\$24.20
Small Systems Advanced**	51-8031	\$15.80	\$22.86	\$28.20

* U.S. Bureau of Labor Statistics

** Requires certification