

# **AGREEMENT**

Between

*Fort Bliss Water Services Company*

*A Subsidiary of American States Utility Services, Inc*

and

*Local 351, International Union of Operating Engineers*

*AFL-CIO*

Fort Bliss, Texas

October 1, 2011 to September 30, 2013

**CONTENTS****PAGE NUMBER**

	Parties to the Agreement	3
Article 1	Union Recognition	4
Article 2	Union Security	4
Article 3	Check-off Authorization	5
Article 4	Retained Rights	5
Article 5	No Strike – No Lockout	7
Article 6	Seniority	8
Article 7	Probationary and Temporary Employees	10
Article 8	Wages, Health & Welfare and Pension	11
Article 9	Hours of Work and Overtime	11
Article 10	Holidays	13
Article 11	Vacation	15
Article 12	Personal Time Off (PTO)	16
Article 13	Funeral Leave	16
Article 14	Jury Duty	17
Article 15	Grievance and Arbitration	17
Article 16	Licenses and Certifications	19
Article 17	Uniforms	
Article 18	Leave of Absence	19
Article 19	Medical Certification	19
Article 20	Visitation Rights	20
Article 21	Captions and Terms	20
Article 22	Saving Clause	20
Article 23	Bulletin Boards	21
Article 24	No Discrimination	21
Article 25	Shop Steward	21
Article 26	Modification	22
Article 27	Wage Rate Classifications	23
Article 28	Successorship	23
Article 29	Duration	24
	Job Descriptions	24
	Guidelines for Employee Counseling and Remedial Actions	25
	Schedule A	27
	Schedule B	27

**Fort Bliss, Texas**

*This Agreement*; made and entered into this 10<sup>th</sup> day of October, 2011, by and between

Fort Bliss Water Services Company, with its principal office at Building 1320T, Fort Bliss, Texas 79906 (hereinafter referred to as the “Company”) and Local 351 of the International Union of Operating Engineers, AFL-CIO, with its principal office at 111 East Coolidge, Borger, Texas 79007 (hereinafter referred to as the “Union”).

**Article 1**

**Union Recognition**

Employer recognizes LOCAL 351, INTERNATIONAL UNION OF OPERATING ENGINEERS AFL-CIO as the sole Collective Bargaining Agent for all employees within the scope of this agreement.

**Scope**

All employees of all present and future Fort Bliss, Doña Ana Range, McGregor Range Oro Grande Range contracts awarded by the Department of Defense (DoD) to Fort Bliss Water Services Company at Fort Bliss, TX, El Paso county or immediately surrounding areas, excluding office clerical employees, confidential employees, drivers, supervisory employees, and employees whose job duties are engineering or capital construction related, as defined in the National Labor Relations Act as amended.

## **Article 2**

### **Union Security**

All present employees who are members of the Union, on the effective date of this Agreement, shall remain members, as a condition of employment. All present employees who are not members of the Union, and all new employees hired thereafter, shall as a condition of employment, become members of the Union as of the effective date of this Agreement, or not later than the 31<sup>st</sup> day of their employment, whichever occurs later. All employees shall remain members in good standing for the full term of this Agreement. Failure to comply with this requirement shall be a cause for discharge of the employee, upon written notification to the Company, by the Union.

The Union agrees that, notwithstanding the prior paragraph, members of the bargaining unit are not required to pay dues or fees for the life of this agreement.

## **Article 3**

### **Check-off Authorization**

Upon receipt, from the Union, of a signed authorization of the employee involved, the Company shall deduct from the employee's pay, initiation fees and uniform monthly dues, payable to the Union.

The Union will acknowledge receipt of the remittance in writing, deducted and remitted once they are paid to the Union.

The Union further agrees to save the Company harmless from any legal actions growing out of these check-off deductions that may be instituted by any employee involved therein before

a court, the National Labor Relations Board, or any other body asserting or having jurisdiction, against the Company and further agrees to reimburse the Company for any financial payment adjudged by a court, the National Labor Relations Board, or any other body asserting or having jurisdiction, against the Company as well as reasonable costs and expenses involved in defense of any such action as set forth in this paragraph.

If any change in the amount of dues is made by the aforesaid Union during the term of this Agreement, the Union will give written notice of such to the Company.

#### **Article 4**

##### **Retained Rights of Management**

**Section 1.** In order to operate its business, the Company, at its sole discretion, retains the exclusive right and power to determine, change, discontinue, alter, or modify in whole or in part, temporarily or permanently, any of the following:

1. The number, location, or types of divisions, districts, or other administrative subdivisions and work assigned thereto;
2. The services to be rendered by the Company, their quality and quantity, the methods, and processes of service, and the materials to be used;
3. The sales method and sales price of all products and services, the purchase price of all purchases, and the corporate and financial structure of the Company;
4. The subcontracting of services to be rendered, facility construction and maintenance and the methods and processes of service, provided however, that the Company shall notify the Union of its intention to subcontract

work performed by employees covered by this Agreement, if, in the Company's assessment, the subcontracting will result in the layoff of any such employees. Said notice will be provided at least 30 calendar days in advance of the date on which such potential layoff related subcontracting is scheduled to commence. Upon request by the Union, the Company will meet and confer with the Union during the 30-calendar-day period commencing with the Company's notice to the Union;

5. The services, tools, equipment, machinery, production schedules, and production standards;
6. The hiring and promotion of employees and demotion of employees for non-disciplinary reasons;
7. The number of employees, including the number of employees assigned to any particular operation or working schedule, and whether, when or where there is a job opening;
8. The work pace, work performance levels and standards of performance; provided, however, that the Company shall notify the Union of any material changes made to the Company's existing standards with respect to these areas;
9. The job classifications and the content and qualifications thereof. The rates of pay for new job classifications shall be negotiated by the parties;
10. The need for and administration of physical examinations or mental tests for any reason, including drug screens and drug tests;
11. The direction and supervision of all employees;

12. The assignment and transfer of employees between job classifications and between working schedules;
13. The rules and regulations for all employees;
14. When overtime shall be worked and whether to require employees to work overtime;
15. The work week, vacation schedules, and working schedules;
16. The hiring of part time and temporary employees and the number thereof;
17. The utilization of employees not covered by this Agreement to do work which is normally done by employees covered hereby;
18. The funding of each benefit including the identity and selection of each carrier, insurer, fiduciary, Administrator, or trustee;
19. The security of the employees, plant, premises, facilities, and property of the Company;
20. The utilization of all Company premises, equipment, and facilities

**Section 2.** All other rights of management, not expressly limited by the clear and explicit language of this Agreement, are also expressly reserved to the Company even though not enumerated above, and the express provisions of this Agreement constitute the only limitations upon the Company's rights. The exercise of any right reserved to management herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the Company's right, or preclude the Company from exercising the right in a different manner.

## **Article 5**

### **No Strike – No Lockout**

There shall be no strike, sympathy strike, slowdown, or other stoppage of work by the Union or Union employees and no lockout by the Company during the life of this Agreement. The sole exception to this prohibition is that the observance of a picket line which is established by a labor organization, other than the Union, which is presently recognized by the Company for purposes of collective bargaining, and which picket line is authorized by the Central Labor Council shall not be a violation of this Agreement; provided, however that if the Union supports another labor organization's picket line during the term of this Agreement, the Union recognizes its obligation to keep a reasonably sufficient number of employees on the job to maintain and operate the water distribution systems and wastewater collection systems for the military base(s). The Union agrees to not unreasonably deny the Company's request to add additional bargaining unit engineering staff during the duration of a strike.

## **Article 6**

### **Seniority**

**Section 1.** Classification Seniority under this Agreement shall be defined as length of continuous service by work classification on a regular assignment. Company Seniority under this Agreement shall be defined as length of continuous service from the employee's date of hire by Fort Bliss Water Services Company or a previous contractor performing the services under the current contract between Fort Bliss Water Services Company and the DoD. Employees with the same seniority dates shall draw lots to determine the order of seniority.

**Section 2.** The Company shall establish available work shifts, days off and vacation periods. Classification Seniority shall be considered in the selection of work shifts, days off, reduction and restoration of the working force. Company Seniority shall be considered in the selection of vacation periods, and the amount of vacation leave.

**Section 3.** Probationary employees may be assigned to any shift, provided they possess adequate skills, experience, and/or certification required by the work.

**Section 4.** Classification and Company Seniority lists shall be prepared by the Company and shall be posted January 1<sup>st</sup> of each year and shall be revised each six (6) months thereafter. Such lists shall be subject to correction upon protest and clarification, but if no complaint is made within fifteen (15) days of posting, the list published will be assumed to be correct and final.

**Section 5.** In case of layoffs, seniority by classification shall be followed with due consideration for the efficiencies and special needs of the operation. In case of the restoration of the working force, seniority by classification shall be followed with due consideration for the efficiencies and special needs of the operation. The Steward shall be the last employee in his classification to be laid off provided he has the ability to perform the remaining work.

Employees who are promoted to positions excluded from the bargaining unit will be given a leave of absence from the bargaining unit for three (3) months and shall continue to retain and accrue seniority during that period. If at the end of this period the employee has not returned to work within the classifications covered by this Agreement, he/she shall lose all seniority rights under this Agreement and his name shall be removed from the seniority lists.

**Section 6.** Employees covered by this Agreement shall lose their seniority status and their names shall be removed from the seniority lists under the following conditions:

- A. The employee quits or resigns.
- B. The employee is discharged for cause.
- C. The employee is laid off and not re-employed within six (6) months.
- D. The employee has been laid off for less than six (6) months and the employee does not return to the service on or before a date specified in a Registered Mail letter from the Company, mailed to the employee's last known address offering such employee re-employment, which date shall not be prior to five (5) days after mailing such notice, provided however, that this paragraph D shall not apply to offers of temporary work.
- E. An employee, while on a leave of absence, accepts another job, his employment and all seniority rights will automatically be terminated.
- F. The employee fails to return to work at the expiration of either a medical or personal leave of absence.
- G. Absence from work for three (3) consecutive days or longer without notice.

## **Article 7**

### **Probationary and Temporary Employees**

Newly hired employees shall be on probation for the first one hundred twenty (120) days of employment. During this period, employees shall receive the rates of pay and all economic benefits provided herein. During the probationary period, the Company may discipline or discharge any employee for any reason without recourse to the grievance procedure or arbitration. However, no employee shall waive any rights or protection of the laws of the United State of America.

Upon completion of the probationary period, employees shall be placed upon the seniority list as of the first date of employment. Seniority shall be by classification and all benefits provided in this Agreement shall be accrued by service within a given classification, including layoff and rehire after layoff. Employees will, however, accrue vacation leave benefits based on their total length of service with the Company.

Temporary employees are those who are employed for a period of one hundred twenty (120) days or less with notification to the Union. Any temporary employee employed for a period in excess of one hundred twenty (120) days shall become a regular employee, and shall be considered to have satisfied his/her probationary period.

## **Article 8**

### **Wages, Health & Welfare and Pension**

The Wage rates which shall be effective during the term of this Agreement are set forth in Schedule "A".

The Fringe Benefit rates which shall be effective during the term of this Agreement are set forth in Schedule "B". Other agreements relative to benefits are also set forth in Schedule B.

## **Article 9**

### **Hours of Work and Overtime**

**Section 1. Wage Schedule:** Wages and classification of positions shall be as shown in Schedule "A". All wages are to be paid on alternating weeks, for a total of twenty-six (26) pay periods per year.

**Section 2. Workweek and Overtime:** The work week starts on Saturday, and ends the following Friday. All full-time employees shall work forty (40) hours per week, divided into five (5) days of eight (8) consecutive hours in any one-day; shall constitute the workweek (Saturday through Friday). All hours worked in excess of forty hours in a week shall constitute overtime and shall be paid for at one and one-half (1½) times the employee's basic rate of pay. If an employee works in excess of two hours past the end of his/her regular shift, a one half hour paid meal period will be provided. In addition, the Company will pay for the meal up to a maximum of \$10 per meal. The employee shall utilize the Company provided purchase card to pay for the meal and submit appropriate documentation when the purchase card report is submitted.

In the event that employees are called out for work after their regular shift and prior to the hour of 4AM Mountain Time on the day of their next scheduled shift, and the call out or overtime assignment lasts a minimum of three (3) consecutive hours, they shall be given a rest period of a minimum of six (6) hours, beginning when they've completed the callout assignment or overtime work, before they have to report to work for their next shift. Any portion of this rest period that overlaps with their scheduled work hours shall be paid at straight time. If an employee is called out at 4AM Mountain Time or later before their next scheduled shift, they shall continue to work and complete their regular shift. Unless there is business a need, the employee may be allowed to leave work after completing eight (8) hours of work.

**Section 3. Days Off:** Where possible, each employee shall have two (2) regularly assigned days off in each forty (40) hour workweek and, these days shall be consecutive. Should an employee be assigned to work on either of his/her assigned days off, or both, he shall be paid overtime accordingly, but shall not be reassigned alternate days off to avoid payment of

overtime. Employees are paid for actual time worked and there is no guaranteed minimum overtime payment under any circumstance, except as defined in Article 10, Section B.

**Section 4. Work Schedule:** The Utility Manager or his/her designee shall post a work schedule at least one week in advance. In case of an emergency or requirements by the government, the schedule shall be posted as soon as possible.

**Section 5. Call Back:** In the event that an employee is called back to work in an emergency, or for work assignment(s), after completing his/her regular work day and after leaving the premises, he/she shall receive not less than two (2) hours paid at the employee's basic (straight time) rate of pay, regardless of the number of service orders performed during the period the employee is recalled to the facility on that first call. The employee shall be paid the 2 hour minimum, or for actual time worked, whichever is greater, measured from the time he/she receives the call-out until the time he/she completes work on the call-out and closes out the Service order with the Pride Industries Call Center (Signius Communications) or Service Order Desk. If the employee receives additional call(s) during the time between the first call from Pride Industries Call Center (Signius Communications), and prior to closing out that call with the Pride Industries Call Center (Signius Communications) or Service Order Desk, no additional 2 hour minimums will be paid for such additional call(s). However, if the employee receives another call(s) after completing the first call-out and after closing out with the Pride Industries Call Center (Signius Communications) or Service Order Desk even if within the original 2 hour guarantee, such new call-out shall be treated as having a new 2 hour guarantee applied and shall be paid accordingly. Actual time worked shall be paid at basic (straight time) rate of pay for all such call-back work, unless such hours of work result in the employee's actual work time being

more than 40 hours in the work week and exceed the value of the minimum straight time call-out, in which case, overtime rates would apply.

**Section 6. On Call:** Employees that are required by the Company to be on-call and carry a cell phone or pager, shall receive one and one-quarter (1.25) hours of straight time pay per regular workday. During their normal days off and Holidays when they are on-call they shall receive two (2) hours of straight time pay for those days. If second or third shifts are instituted, shift differentials will be considered.

Employees not On Call shall still to the best of their ability respond to communication from the Company in connection with work required in emergency situations.

## **Article 10**

### **Holidays**

The Company will pay eligible employees for the following holidays not worked:

New Year's Day	Veteran's Day
Martin L. King's Birthday	Thanksgiving Day
President's Day	Day after Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Birthday Holiday or Cesar
Labor Day	Chavez Day

A. In weeks during which a holiday occurs on a scheduled workday an employee will be paid for the holiday provided that he/she is entitled to pay for the workday prior and the workday after for either time worked, approved PTO time or approved vacation time. During such weeks,

all work performed in excess of thirty-two (32) hours shall be paid at one and one half times the employee's basic rate of pay.

B. If an employee works on any of these holidays, he/she shall be paid standard shift rate plus holiday pay for all hours worked. No employee shall be assigned to work less than eight (8) hours on a holiday to perform normal work nor less than four (4) hours to perform emergency repairs as part of a crew. The four (4) hour minimum applies to all employees other than the employee designated as the On-Call employee for the holiday. The On-Call employee will be paid in accordance with Article 9, Section 6 of this agreement.

C. If a holiday falls on a full-time employee's regularly scheduled day off and he/she is not required to work, he/she shall receive the regularly assigned hours' pay at his/her straight time rate. A part-time employee will receive holiday pay at their regular hourly rate times the average daily hours worked in the week preceding the holiday observance.

D. Should a holiday fall on a weekend, the day designated by the company shall be recognized as the holiday.

E. If another Federal Holiday is declared and applicable to contract personnel, it shall be considered a holiday with pay under the terms of this Agreement. The Union and the Company agree that for the term of this agreement the day after Thanksgiving shall replace Columbus Day as a paid holiday. Therefore, employees shall not be expected to work on such days and shall be compensated at the rate of pay, in accordance to the terms of this Agreement.

F. Notwithstanding any other provisions of this agreement, it is understood and agreed that in no event shall sub-sections A, B or C of this Article be combined or pyramided.

## Article 11

### Vacation

An employee, who shall have attained the years of continuous service specified in the following table, shall receive a regular vacation corresponding to such years of continuous service with vacation pay as shown in the following table:

<b>Years of Service</b>	<b>Entitlement</b>
One (1) – Four (4) Years of Service	Ten (10) Days
Five (5) – Fourteen (14) Years of Service	Fifteen (15) Days
Fifteen (15) and Above Years of Service	Twenty (20) Days

The Company shall have the exclusive right to fix and determine the vacation schedule; however, whenever practicable the Company will give consideration to the wishes and Company Seniority of the employees in scheduling vacation, but such schedule will be governed by the operating requirements of the facility and a general requirement of two weeks minimum advanced notice being generally required.

Vacation payment will be calculated on the basis of a regularly scheduled day at the employee's straight time rate in existence at the time of vacation but if not taken for reasons other than their choice, employees will accrue their vacation for future use.

Vacations shall be based on an employee's anniversary date. Vacation shall be credited to the employee's Vacation Account on his anniversary of employment. Unused annual vacation allotments shall be paid out, in a lump sum, on the subsequent anniversary date.

Employees, who are laid off or otherwise removed from the payroll, shall be paid any accrued vacation.

## **Article 12**

### **Personal Time Off (PTO)**

Employees shall be entitled to six (6) days of PTO per year, with pay, at the employee's regular rate of pay. Scheduled PTO is to be used in no less than (1) one hour increments with at least one day advance notice. Employees will receive six (6) full days per year at the Company's Utility Privatization contract anniversary date. PTO not used shall be paid to the employee at the employee's regular straight time rate of pay, on the Company's Utility Privatization contract anniversary date. Employees shall be permitted to bank a maximum of twelve (12) days. Employees, who are laid off or otherwise removed from the payroll, shall be paid any accrued and unused PTO.

## **Article 13**

### **Funeral Leave**

The Company and the Union recognize that an employee may require three (3) consecutive work days for bereavement for a spouse, child, grandchild, grandparent, parent, sister, brother, parent-in-law, aunt, uncle, nephew or niece. The employees shall suffer no loss of pay for these days. No employee shall receive any part of funeral leave that occurs during previously scheduled or regular time off, or when the employee is absent from work for other reasons. In no event, shall pay for funeral leave be in excess of eight (8) hours per day at straight time. Should an employee require more time off, the employee may use unpaid leave, PTO and/or or vacation leave such as in cases where travel is required. Hours spent on funeral leave shall not be considered hours worked and will not be used in the calculation of overtime.

## **Article 14**

### **Jury Duty**

An employee summoned for Jury Duty to a court of record shall be allowed five (5) days off, annually, for such service. If an employee is not selected for Jury Duty he/she must report to work upon release by the court.

When an employee is selected for Jury Duty, he/she shall be compensated at his/her regular rate of pay for a maximum of eight (8) hours per day spent on Jury Duty, up to five days per year. Hours spent on Jury Duty shall not be considered hours worked and will not be used in the calculation of overtime.

Payment received from the court for Jury Duty shall be remitted to the Company. Employees shall present to the Company a statement from the clerk of the court showing the dates of such service and the amount of compensation thereof.

## **Article 15**

### **Grievance and Arbitration**

**Section 1. Definition:** A grievance is defined as a dispute, difference, disagreement or complaint between the parties related to wages, hours, and conditions of employment. A grievance shall include, but is not limited to the complaint of an employee, Company, or of the Union, which involves the interpretation, application of or compliance with the provisions of this Agreement.

**Section 2. Procedure:**

**Step 1.** Within five (5) working days of an incident or event giving rise to a grievance, the Shop Steward must discuss the grievance with the Superintendent in order to initiate the

grievance. The employee may accompany his Steward, if he so desires. The Company shall render a decision within three (3) business days after the conclusion of this Step I hearing.

**Appeal.** If the Union wishes to appeal, it must appeal a denied grievance to Step 2 within two (2) business days after the receipt or non-receipt of the Company's decision. Such appeal shall be in writing to the Utility Manager.

**Step 2.** The employee may be represented by the Shop Steward or Union Representative. The Utility Manager shall meet with the Steward or Union Representative as expeditiously as possible. The meeting shall be in person or via conference call. A decision by the Company shall be rendered within seven (7) days.

**Appeal.** The Union may appeal a denied Step 2 grievance to Step 3 within twenty (20) working days of the receipt or non-receipt of the Step 2 decision.

**Step 3.** The Union Business Representative shall meet to discuss the grievance with the FBWSC Vice President of Operations, and the Company Labor Relations Representative, as expeditiously as possible. A decision by the Company shall be rendered within seven (7) days.

**Appeal.** The Union may appeal a denied Step 3 grievance to Arbitration within twenty (20) working days of the receipt or non-receipt of the Company's decision.

**Step 4. Arbitration:** In the event that the Union or the Company elects to arbitrate the grievance, it shall be heard by an arbitrator to be designated by mutual agreement of the Company and the Union.

In the event the parties fail to mutually agree upon an arbitrator, either party may move to arbitration through the rules of arbitration as provided by the Federal Mediation and Conciliation Service.

The arbitrator's decision shall be final and binding on all parties concerned. Any compensation required to be paid to the arbitrator shall be borne equally by the parties.

The arbitrator shall have jurisdiction and authority to apply, interpret and determine compliance with the terms of this Agreement but in no case add to, deviate from, detract from or alter in any way the provisions of this Agreement. The decision of the arbitrator shall be confined to the matter submitted to him for arbitration.

## **Article 16**

### **Licenses and Certifications**

In the event that the Company requires an employee to obtain a specific license or certification, the Company agrees to reimburse the employee for the cost of license or certification and any related training upon being presented with appropriate documentation of costs incurred and successful completion of the required training, and documentation of successful attainment or renewal of the license and/or certification.

## **Article 17**

### **Uniforms**

The Company shall provide employees with five (5) sets of uniforms and a three-season jacket. Additionally, the Company shall provide replacements as needed on a one for one basis (turn one in get one back). Employees shall only wear the Company provided uniform at all times when on Company business, including any head gear (safety or otherwise). The uniforms shall be neat and presentable at the beginning of each workday with the understanding they may become soiled during the workday due to working conditions.

The Company shall reimburse employees, up to a yearly \$150.00 allowance, for boots.

## **Article 18**

### **Use of Company Equipment**

**Company equipment is for Company use only. Company equipment includes, but is not limited to, the following:**

- **Vehicles**
- **Cell Phones**
- **Hand Tools**
- **Motorized Tools**
- **Computers**

**Vehicles may be utilized by authorized personnel for commuting to and from work during the period which they are on call, or due to a bona fide business need. All other non-Company use is prohibited.**

## **Article 19**

### **Leave of Absence**

Employees with at least one (1) year of service may, at the discretion of the Company, be granted a leave of absence without pay for periods not to exceed thirty (30) calendar days in any one year.

## **Article 20**

### **Medical Certification**

Employees who have been out of work, regardless of whether the time off was paid or unpaid, due to illness or injury, must provide medical certification of their clearance to return to

work. This certification must specify that they can return to their normal duties without restriction, or detail any specific restrictions in effect.

## **Article 21**

### **Visitation Rights**

Officers of the Union shall have the privilege of visiting members at their worksite for the purpose of fostering a good working relationship with Company and its employees.

The representative or representatives of the Union shall report to the Utility Manager before entering their worksite and such representative shall not interfere with the normal conduct of work.

All visitation rights under this Agreement are subject to governmental approval. The parties hereby agree that the Company is not responsible for the actions of DoD and or Fort Bliss, in allowing or denying visitation rights.

## **Article 22**

### **Captions and Terms**

Captions or Articles of this Agreement are for convenience only and do not in any way limit or amplify the terms and provisions thereof. Whenever the singular or plural number is used herein, is shall equally include the other and whenever the masculine or feminine gender is used, it shall equally include the other.

## **Article 23**

### **Saving Clause**

Should any part or provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, such invalidation of any part or provision of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

## **Article 24**

### **Bulletin Boards**

The Company agrees to provide the Union with a bulletin board; however, all material to be posted requires the approval of the Utility Manager or his designee prior to posting.

## **Article 25**

### **No Discrimination**

It is agreed by the Company and the Union, there shall be no unlawful discrimination against any present or future employee by reason of race, creed, color, age, disability, national origin, sex, sexual preference, or veteran's status.

## **Article 26**

### **Shop Steward**

The Union may select one (1) employee of the Company to act as Shop Steward. A Shop Steward's authority shall be limited to and shall not exceed the following duties and activities:

**Section 1.** The investigation and presentation of grievances to the designated Company's representative in accordance with the provisions of this Agreement.

**Section 2.** The Shop Steward may receive and may discuss grievances of employees on the premises of the Employer, but only to such extent as does not neglect, retard or interfere with the work or duties of employees. The Shop Steward shall obtain permission of his respective supervisor prior to leaving his work assignments to handle grievances, and report to his supervisor upon his/her return.

**Section 3.** The transmission of such messages and information which shall originate with and be authorized by the local Union, or its officers, provided such messages and information had been reduced to writing and, if not reduced to writing, are of a routine nature and do not involve work stoppages, goods or other interferences of the Employer's business.

**Section 4.** Any activities undertaken by the Shop Steward outside of his normal working hours shall not be considered as time worked for pay or overtime purposes.

## **Article 27**

### **Modification**

It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, expressed or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights to claims which may be asserted in arbitration hereunder, or otherwise.

The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

The parties hereto mutually agree not to seek, during the term of this Agreement, to negotiate or bargain with respect to any matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, whether or not covered by this Agreement or in the negotiations leading thereto, and any rights in that respect are hereby expressly waived.

The provisions of this Agreement shall be conclusive as to all bargainable matters relating to wages, hours, or work, and working conditions, except that rates of pay for new classifications are bargainable. Therefore, the Company and the Union, for the lifetime of this Agreement each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or governed by this Agreement, unless the Company and the Union mutually agree to alter, amend, supplement, enlarge or modify any of its provisions.

## **Article 28**

### **Wage Rate Classifications**

The wage rate classifications and present job titles applicable thereto are attached and made part hereof as Schedule "A". Employees will be paid for time worked in classifications higher than their own, when such time worked equals or exceeds four (4) hours.

## **Article 29**

### **Successorship**

The company agrees to notify the successor of its government contract of the existence of this Agreement and of the rights and obligations of the parties under this Agreement.

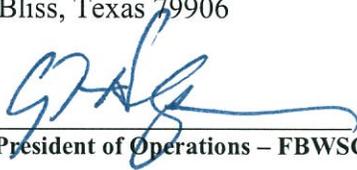
**Article 30**

**Duration**

This Agreement shall be in full force and effect from 12:00AM MDT October 1, 2011 to 11:59PM MDT September 30, 2013 and shall continue from year to year thereafter, unless written notice of desire to modify or terminate this Agreement is served by either party upon the other sixty (60) days prior to the date of expiration.

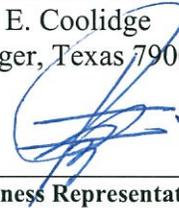
In Witness Whereof, the parties hereto have executed this Agreement on this 10<sup>th</sup> day of October, 2011.

Fort Bliss Water Services Company  
Building 1320T  
Fort Bliss, Texas 79906



Vice President of Operations – FBWSC

IUOE Local 351  
111 E. Coolidge  
Borger, Texas 79007



Business Representative – IUOE

## GUIDELINES FOR EMPLOYEE COUNSELING & REMEDIAL ACTIONS

GROUP I INFRACTIONS	GROUP II INFRACTIONS	GROUP III INFRACTIONS
1 <sup>st</sup> Offense Verbal 2 <sup>nd</sup> Offense Written DCE 3 <sup>rd</sup> Offense Written DCE & up to 3 day suspension 4 <sup>th</sup> Offense Termination	1 <sup>st</sup> Offense Written 2 <sup>nd</sup> Offense Written DCE and up to 3 days Suspension without pay 3 <sup>rd</sup> Offense Termination	1 <sup>st</sup> Offense Termination of Employment
<ol style="list-style-type: none"> <li>1. Leaving or loafing during work hours</li> <li>2. Failure to be ready to begin work at the scheduled starting time.</li> <li>3. Creating or contributing to unsanitary conditions.</li> <li>4. Three (3) unexcused tardies in one month.</li> <li>5. Abusing personal telephone privileges.</li> <li>6. Violation of posted parking notices.</li> <li>7. Involvement in preventable accidents.</li> <li>8. Disregard of routine safety rules or safety practices.</li> <li>9. Malicious gossip and or the spreading of rumors.</li> <li>10. Horseplay or throwing things.</li> <li>11. Soliciting, selling or collecting contributions for any purpose on Company time without permission of management.</li> <li>12. Completing another person's time sheet or daily logs.</li> <li>13. Reporting to work without the proper uniform, tools, safety equipment, etc.</li> <li>14. Presenting an untidy, unclean, or unsanitary appearance.</li> <li>15. Posting or removing information from the Companion bulletin.</li> <li>16. Violation of Company policies</li> </ol>	<ol style="list-style-type: none"> <li>1. Leaving workstation without permission of supervisor.</li> <li>2. Moving violation, i.e., speeding or careless driving while operating a governmental or Company vehicle</li> <li>3. Threatening, intimidating, or coercing fellow employees at any time for any purpose.</li> <li>4. Gambling on Company or client property.</li> <li>5. Disturbing client paperwork, personal items, or use of client offices or equipment without permission.</li> <li>6. Excessive tardiness (10 or more in one year whether excused or not.</li> <li>7. Unauthorized use of client's telephone or other utility systems.</li> <li>8. Directly contacting the clients thus going over the heads of management.</li> <li>9. Watching television, listening to stereo, or reading unauthorized material at workstation.</li> <li>10. Conducting personal affairs during work hours.</li> <li>11. Unofficial use of authority gained in position or by wearing of uniform and issued equipment.</li> </ol>	<ol style="list-style-type: none"> <li>1. Refusing to obey lawful orders of supervisors pertaining to work (insubordination).</li> <li>2. Destroying or damaging Company, governmental or personal property, tools, vehicles, material, etc. as a result of intentional or grossly negligent acts.</li> <li>3. Sleeping while on duty.</li> <li>4. Abandoning post.</li> <li>5. No-call or no-show.</li> <li>6. Theft, vandalism.</li> <li>7. Possession, use, distribution or manufacture of any alcoholic beverage or illegal substance on government, client, or Company property.</li> <li>8. Falsifying employment applications, time sheets, or other employment or Company records.</li> <li>9. Violation of sexual or other types of harassment policy.</li> <li>10. Immoral conduct or</li> </ol>

<p>and/or procedures as they apply to soliciting, grievance procedures, chain of command, keeping certifications and licenses current etc.</p>	<p>12. Excessive unauthorized or pattern of absenteeism. 13. Obscene, abusive language.</p>	<p>indecent while at work. 11. Obscene, threatening, or abusive language directed at any member of management or customer personnel. 12. Possession of, or use of, unauthorized weapons or firearms on Company or client property. 13. Unnecessary use of force. 14. Overstaying a leave of absence. 15. Inability to be granted or recertified for a required security clearance, medical, or other certification required for the position. 16. Soliciting or accepting bribes or kickbacks. 17. Release or dissemination of Company or client proprietary materials. 18. Compromising the security of the client. 19. Violation of major safety rules and regulations, endangering the safety and/or life of others.</p>
--	---	---

**Schedule A**

**Wage Rates**

<b>Job Classification</b>	<b>Current Rates</b>	<b>Oct 1, 2011</b>	<b>Oct 1, 2012</b>
Utility Worker I	\$18.51	\$18.88	\$19.26
Utility Worker II	\$19.41	\$19.80	\$20.19
Utility Worker III	\$20.60	\$21.01	\$21.43
Maintenance Technician	\$19.41	\$19.80	\$20.19

**Schedule B**

**Fringe Benefit Rates**

<b>Fringe Benefit</b>	<b>Current Benefit</b>	<b>Oct 1, 2011</b>	<b>Oct 1, 2012</b>
	\$740.13	\$740.13	\$740.13

Employees with balances remaining in the Health Reimbursement Accounts will continue to be able to use this money to reimburse approved medical expenses, not otherwise reimbursed by insurance, until such balances are exhausted.

Effective September 23, 2006 a flexible benefit program will be in effect, whereby the Fringe Benefit Amount will be paid to employees on each pay check, based on the regular hours worked in that pay period. The Fringe Benefit Amount, like other elements of pay, may be used for any of the following:

1. It may be taken as taxable cash.

2. It may be used as a pre-tax deduction to pay for the Company health insurance.
3. It may be used as a pre-tax deduction for a contribution to the Company 401(k) Plan.
4. It may be used as an after-tax deduction to pay the premium for any of the Company's voluntary welfare plans.

It is the Company's intent to file for an increase in employee benefits during the next government contract Redetermination period in 2012. Once this filing is made by the Company and approved by the government, the following two options will be offered to employees:

- 1) An improved level of benefits equivalent to those offered to exempt employees
- 2) Continuing the current benefit package at \$4.27 per hour

Upon government approval and Company implementation, employees will be allowed to choose Option 1 or 2 annually during each designated open enrollment period. Should the government reject the above Company's proposal regarding the health and welfare benefit, the Company agrees to reopen the matter for renegotiations as soon as notified by the government.

**Long Term Disability Insurance:** Union employees may elect coverage under the terms of the Company's Long Term Disability Insurance Plan. This benefit is employee paid, with after-tax deductions. Coverage, for employees electing it, will begin as soon as is practicable after ratification of the contract.