A G E N D A
LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS

REGULAR MEETING
9:00 A.M. – JUNE 1, 2021

COMMISSION CHAMBERS
CLARK COUNTY GOVERNMENT CENTER
500 S. GRAND CENTRAL PARKWAY, LAS VEGAS, NEVADA
(702) 258-3100

Board of Directors
Marilyn Kirkpatrick, President
Jim Gibson, Vice President
Justin Jones
William McCurdy II
Ross Miller
Michael Naft
Tick Segerblom

John J. Entsminger,
General Manager

Date Posted: May 24, 2021

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THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED IN THE FOLLOWING LOCATIONS:

LAS VEGAS VALLEY WATER DISTRICT
1001 SOUTH VALLEY VIEW BOULEVARD
LAS VEGAS, NEVADA

CLARK COUNTY GOVERNMENT CENTER
500 SOUTH GRAND CENTRAL PARKWAY
LAS VEGAS, NEVADA

SOUTHERN NEVADA WATER AUTHORITY
100 CITY PARKWAY, SUITE 700
LAS VEGAS, NEVADA

REGIONAL JUSTICE CENTER
200 LEWIS AVENUE
LAS VEGAS, NEVADA

All items listed on this agenda are for action by the Board of Directors, unless otherwise indicated. Items may be taken out of order. The Board of Directors may combine two or more agenda items for consideration, and/or may remove an item from the agenda or delay discussions relating to an item on the agenda at any time.

Visit our website at https://www.lvvwd.com/lvvwd-agendas or main office at 1001 S. Valley View Boulevard, Las Vegas, Nevada for Las Vegas Valley Water District agenda postings, copies of supporting material and approved minutes. To receive meeting information, including supporting material, contact the LVVWD Agenda Coordinator at (702) 258-3277 or agendas@lvvwd.com.

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

NO ACTION MAY BE TAKEN: At this time, the Board of Directors will hear general comments from the public on items listed on the agenda. If you wish to speak to the Board about items within its jurisdiction, but not appearing on this agenda, you must wait until the "Comments by the General Public" period listed at the end of this agenda. Please limit your comments to three minutes or less. Public comment can also be provided in advance of the meeting and submitted to publiccomment@lvvwd.com.

ITEM NO.

1. *For Possible Action*: Approve agenda with the inclusion of tabled and/or reconsidered items, emergency items and/or deletion of items, and approve the minutes from the special meeting of April 26, 2021, the regular meeting of May 4, 2021, and the special meeting of May 17, 2021.

CONSENT AGENDA

Items 2 - 3 are routine and can be taken in one motion unless a Director requests that an item be taken separately.

2. *For Possible Action:* Approve and authorize the President to sign an interlocal agreement between Clark County and the District for installation of water facilities for the Desert Breeze Park Special Events Area Project.

3. *For Possible Action:* Approve a professional services agreement with Hobbs, Ong & Associates, Inc., for independent financial advisory services for an amount not to exceed $150,000 per fiscal year, with the option to renew for six additional one-year periods.

BUSINESS AGENDA

4. *For Possible Action:* Conduct a public hearing and approve the Collective Bargaining Agreement for employees represented by the Las Vegas Valley Public Employees Association, effective July 1, 2021, through June 30, 2026.

5. *For Possible Action:* Conduct a public hearing and approve the Collective Bargaining Agreement for employees represented by the Water Employees Association of Nevada, effective July 1, 2021, through June 30, 2026.

6. *For Possible Action:* Conduct a public hearing and approve the Collective Bargaining Agreement for employees represented by the Water Supervisors Association of Nevada, effective July 1, 2021, through June 30, 2026.

7. *For Possible Action:* Conduct a public hearing and approve the Collective Bargaining Agreement for employees represented by the Teamsters Local Union No. 14, effective July 1, 2021, through June 30, 2026.

8. *For Possible Action:* Approve annual cost-of-living adjustments for non-represented employees to correspond with adjustments for represented employees under the proposed collective bargaining agreements effective July 1, 2021, through June 30, 2026, if approved.

9. *For Information Only:* Receive a presentation on Southern Nevada's water resources, water use, regional conservation initiatives, and water conservation programs and direct staff accordingly.

COMMENTS BY THE GENERAL PUBLIC

NO ACTION MAY BE TAKEN: At this time, the Board of Directors will hear general comments from the public on matters under the jurisdiction of the Las Vegas Valley Water District. Please limit your comments to three minutes or less.

JOINT MEETING OF THE
LAS VEGAS VALLEY WATER DISTRICT BOARD OF DIRECTORS
COYOTE SPRINGS WATER RESOURCES DISTRICT BOARD OF TRUSTEES
BIG BEND WATER DISTRICT BOARD OF TRUSTEES
SPECIAL MEETING
APRIL 26, 2021
MINUTES

CALL TO ORDER	10:01 a.m., Colorado River Conference Rooms, Southern Nevada Water Authority 100 City Parkway, Las Vegas, Nevada
DIRECTORS PRESENT	Marilyn Kirkpatrick, President Jim Gibson, Vice President Justin Jones William McCurdy II Ross Miller Michael Naft Tick Segerblom
STAFF PRESENT	John Entsminger, Kevin Bethel, Doa Ross, Greg Walch

Unless otherwise indicated, all members present voted in the affirmative.

COMMENTS BY THE GENERAL PUBLIC

For full public comment, visit www.lvvwd.com/apps/agenda/lvvwd/index.cfml

Ed Uehling provided comment and expressed disapproval about how the District's budget is funded and balanced.

ITEM NO.

1. Approval of Agenda

FINAL ACTION: A motion was made by Vice President Gibson to approve the agenda for this meeting. The motion was approved.

2. Las Vegas Valley Water District: Receive an overview and discuss the Fiscal Year 2021/2022 Tentative Budget

John Entsminger, General Manager, presented the District's Fiscal Year 2021-2022 tentative budget. A copy of his presentation is attached to these minutes.

Mr. Entsminger began by providing highlights from the 2020-2021 Fiscal Year, including the growth in new customer accounts, near completion of the first phase of the Las Vegas Boulevard pipeline project, the launch of a new mobile, interactive app, increased water waste enforcement, and refunding activities that saved the District millions of dollars. He also reported on the District's pandemic response and gave an update on capital projects. He gave an overview of the 2021-2022 budget, highlighting the total sources and uses of funds, as well as an outlook of the District's financial reserves.

Director McCurdy asked about the recent news declaring a potential water shortage and what mitigation efforts are in place to ensure the community continues to have a safe and reliable water system. Mr. Entsminger stated that a formal shortage declaration by the federal government in the lower Colorado River is highly probable and will likely be triggered during the August 24-month study by the Bureau of Reclamation. This study will likely project that on January 1, 2022, Lake Mead's elevation will be below 1,075 feet, and the declared shortage will result in Nevada's legal entitlement to Colorado River water be reduced from 300,000 acre-feet to 280,000 acre-feet per year, noting that the community used 250,000 acre-feet of water in 2020, an increase from the previous year. He mentioned that the Authority has been preparing for 20 years, but that the community cannot sustain usage increases and that is why the Authority has enacted multiple conservation initiatives. He also reported that the Nevada Legislature is considering a bill that would require the removal of existing non-functional turf in Southern Nevada by 2026, which if enacted, will save approximately 30,000 acre-feet of water.

Vice President Gibson asked how the federal declaration would affect banked water resources. Mr. Entsminger said that it won't affect the quantity and that the Drought Contingency Plan removed shortage provisions from temporary resources.

Director McCurdy asked how the federal declaration and the shortage affect the ability to generate electricity at Hoover Dam. Mr. Entsminger stated that over the years, the Bureau of Reclamation has been replacing the Dam's generators to be more efficient at a lower lake level, but the simple fact is that the lower the lake levels, the less head pressure to generate hydropower, resulting in a gradual decline. He also stated that representatives from the seven Basin States are reinitiating consultation, as most rules governing the lower Colorado River water expire December 31, 2026.

Director Segerblom asked if the budget allows for $3 per square foot of turf removed under the Water Smart Landscaping program to remove all additional non-functional turf in the community. Mr. Entsminger stated that if the Authority were to pay for all remaining non-functional turf, the cost would be more than $500 million. He stated that the legislation anticipates forming a citizens advisory committee to provide input on how the SNWA could support the legislation.

President Kirkpatrick referenced District's fiber optic project and asked if it would help improve communication across the valley. Doa Ross, Deputy General Manager of Engineering, stated that historically the SCADA's communication was done by radio towers. By installing fiber optic, the District is hardwiring its facilities to each other, which allows for prompt and seamless updates, enhanced security, and removes reliance on communication signals or radio tower disruptions. She stated that this is a coordinated effort with the city and county.

3. Coyote Springs Water Resources District: Receive an overview and discuss the Fiscal Year 2021/2022 Tentative Budget

John Entsminger, General Manager, presented the District's Fiscal Year 2021-2022 tentative budget. A copy of his presentation is attached to these minutes.

4. Big Bend Water District: Receive an overview and discuss the Fiscal Year 2021/2022 Tentative Budget

John Entsminger, General Manager, presented the District's Fiscal Year 2021-2022 tentative budget. A copy of his presentation is attached to these minutes.

Following the agenda items, Director Segerblom asked about the plans for the water pipeline to supply the Ivanpah airport. Mr. Entsminger stated that for the District to provide water service to the I-15 corridor and the Ivanpah airport, a water pipeline will need to run from the District's existing Bermuda facility to the airport. He mentioned that the District has reserved 20 million gallons per day at the Bermuda facility for the provision of that water, but that the Authority does not need new facilities to provide water to the airport. The Horizon Lateral will be built for redundancy and to provide water service to other southern portions of valley. Mr. Entsminger stated that the District has not been asked to begin designing facilities at the airport, noting that it will take approximately five years to design and build them.

COMMENTS BY THE GENERAL PUBLIC

Ed Uehling provided comment on Las Vegas' water security and the need for an improved tiered pricing system.

Adjournment

There being no further business to come before the board, the meeting adjourned at 10:46 a.m.

LAS VEGAS VALLEY WATER DISTRICT

Fiscal Year 2021-22
BUDGET WORKSHOP

1

2020-21 HIGHLIGHTS

- Since July, 3,675 new customer accounts added
- Nearly completed first phase of major pipeline replacements within Las Vegas Boulevard
- Launched mobile app that gives customers a new way to interact with the LVVWD
- Returned water waste enforcement efforts to pre-pandemic levels
- Updated LVVWD Service Rules with conservation-related initiatives
- Continued to maintain service during ongoing pandemic
- 2021 refunding activities will save $6.6 million for a total cumulative savings of $101.5 million since 2015

2

LVVWD PANDEMIC RESPONSE

- Approximately one-half of staff remain in a telecommute status
- Safety remains top priority; employees are masked and socially distant when possible
- Customer service lobby remains closed; all customer and developer processes facilitated electronically
- Most capital projects remain on schedule
- Springs Preserve reopened to the public on March 18 with limited hours

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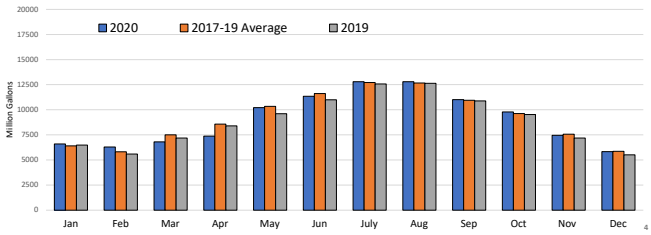
3

WATER USE

With the exception of the lockdown months of March and April, monthly water use in 2020 typically exceeded prior years.



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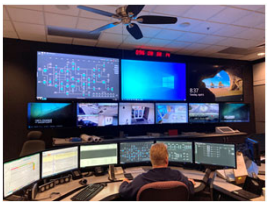
SCADA UPGRADE

The District's existing SCADA system is outdated - efficiency, maintenance and repairs are becoming increasingly difficult

The new system will support one SCADA platform across LVVWD, the SNWA, and the Big Bend Water District

Project estimated to be completed by 2024



FY 21/22 Budget: $100,000
Total Project: $462,930

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6

FIBER OPTICS COMMUNICATIONS NETWORK BUILD OUT

A fiber-optic network is an essential step to maintaining water operations and securing the water system.

- Allows Operations and Security teams to control and monitor remote sites using real time data
- Allows LVVWD's Maintenance Engineering teams to manage assets and troubleshoot site conditions without the need to drive to the site
- Project scheduled to be completed by June 2022

FY 21/22 Budget: $250,000
Total Project: $8,440,358

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LVVWD CAMPUS – COOLING SYSTEM

- The West Administration Building's water-cooled chiller system was purchased in 1994, and the system has reached the end of its life cycle
- New equipment will utilize water conservation technologies, forced air cooled chillers and thermal storage
- Intended to be used as a cooling pilot technology for other large properties, such as resorts or office buildings
- Project expected to be completed this year

FY 21/22 Budget: $300,000
Total Project: $300,000

8

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CENTENNIAL 2635 ZONE RESERVOIR AND 2745 ZONE PUMPING STATION

- 5 million-gallons reinforced concrete reservoir and a 38 million gallons per day pumping station
- Located in the northwest part of valley (Fort Apache and Centennial)
- Design is completed; bids are anticipated early summer
- Construction scheduled to be completed by end of 2022

FY 21/22 Budget: $21,518,119
Total Project: $33,917,417

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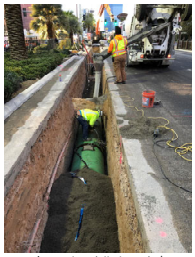
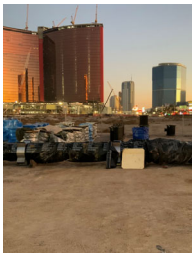
LAS VEGAS BOULEVARD IMPROVEMENTS





Replacement of approx. 30,000 feet of water lines between Sahara Avenue and the CC-215 Beltway

Project is being designed and constructed in 5 phases

- 1: Sahara and Spring Mountain is nearly complete
- 2: Russell Road and 215 has completed design
- 3: Tropicana to Flamingo will bid in early 2022
- 4: Russell to Tropicana is scheduled to bid this summer
- 5: Flamingo to Spring Mountain will bid in 2023

FY 21/22 Budget (all phases): $18,373,769
Total Project (all phases): $83,455,218

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2021-22 BUDGET OVERVIEW

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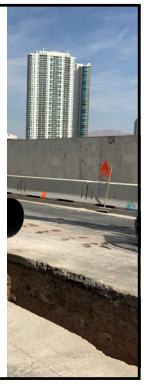
2021-22 BUDGET OVERVIEW

Budget uses of funds reflect ongoing capital needs

Revenue from water sales recognizes increase in water use community wide

Budget reflects the District's effort to conserve water throughout the service area:

- Pipeline replacements to reduce non-revenue water losses
- Water waste enforcement
- Investments in customer service infrastructure



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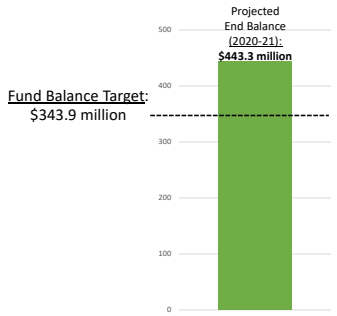
RESERVE BALANCE

Reserve Policy Elements:

- Maintain 180 days of operating and maintenance expenses
- Fund one year of maximum annual debt service
- Fund one year of average annual capital expenditures
- Fund 1 percent of depreciable assets



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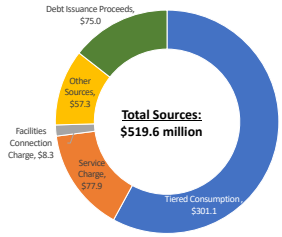
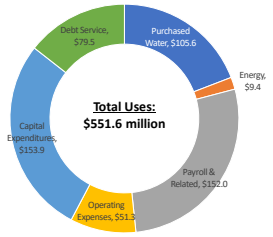
2021-22 SOURCES & USES SUMMARY





Amounts in million dollars. Totals are rounded.

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2021-22 SOURCES OF FUNDS

	Actual 2019-20	Budget 2020-21	Budget 2021-22	Budget-to-Budget Variance $
Sources				
Tiered Consumption	$ 267.9	$ 276.7	$ 301.1	$ 24.4
Service Charge	74.0	76.9	77.9	1.0
Backflow Charge	12.2	12.2	12.5	0.3
Reclaimed Water	7.7	6.9	7.3	0.4
Other Water Bill Charges	6.8	9.7	5.3	(4.4)
Facilities Connection Charge	17.6	4.3	8.3	4.0
Application & Inspection Fees	3.1	0.7	1.0	0.3
Investment Income	20.9	6.0	5.4	(0.6)
Springs Preserve	2.0	3.1	1.9	(1.2)
Other Sources	9.4	-	23.9	23.9
Subtotal	421.6	396.5	444.6	48.0
Debt Issuance Proceeds	7.9	100.0	75.0	(25.0)
LVVWD Sources	**$ 429.5**	**$ 496.5**	**$ 519.6**	**$ 23.0**

Amounts in million dollars. Totals are rounded.

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2021-22 USES OF FUNDS

	Actual 2019-20	Budget 2020-21	Budget 2021-22	Budget-to-Budget Variance $
Uses				
Purchased Water	$ 101.8	$ 97.1	$ 105.6	$ 8.6
Energy	8.4	10.0	9.4	(0.7)
Payroll & Related	136.8	155.8	152.0	(3.8)
Operating Expenses	39.7	67.3	51.3	(16.0)
Capital Expenditures	97.5	147.6	153.9	6.3
Debt Service	67.6	76.3	79.5	3.1
LVVWD Uses	$ 451.8	$ 554.1	$ 551.6	$ (2.5)

Amounts in million dollars. Totals are rounded.

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	Actual 2019-20	Budget 2020-21	Budget 2021-22	Budget-to-Budget Variance
Sources				
Tiered Consumption	$ 267.9	$ 276.7	$ 301.1	$ 24.4
Service Charge	74.0	76.9	77.9	1.0
Backflow Charge	12.2	12.2	12.5	0.3
Reclaimed Water	7.7	6.9	7.3	0.4
Other Water Bill Charges	6.8	9.7	5.3	(4.4)
Facilities Connection Charge	17.6	4.3	8.3	4.0
Application & Inspection Fees	3.1	0.7	1.0	0.3
Investment Income	20.9	6.0	5.4	(0.6)
Springs Preserve	2.0	3.1	1.9	(1.2)
Other Sources	9.4	-	23.9	23.9
Subtotal	421.6	396.5	444.6	48.0
Debt Issuance Proceeds	7.9	100.0	75.0	(25.0)
LVVWD Sources	**429.5**	**496.5**	**519.6**	**23.0**
Uses				
Purchased Water	101.8	97.1	105.6	8.6
Energy	8.4	10.0	9.4	(0.7)
Payroll & Related	136.8	155.8	152.0	(3.8)
Operating Expenses	39.7	67.3	51.3	(16.0)
Capital Expenditures	97.5	147.6	153.9	6.3
Debt Service	67.6	76.3	79.5	3.1
LVVWD Uses	**451.8**	**554.1**	**551.6**	**(2.5)**
LVVWD Net Surplus/(Deficit) [1]	**$ (22.3)**	**$ (57.6)**	**$ (32.1)**	**$ 25.5**

[1] Any amount of Net Surplus is used to fund reserves while Net Deficit amounts are funded through the use of reserve balances.

Amounts in million dollars. Totals are rounded.

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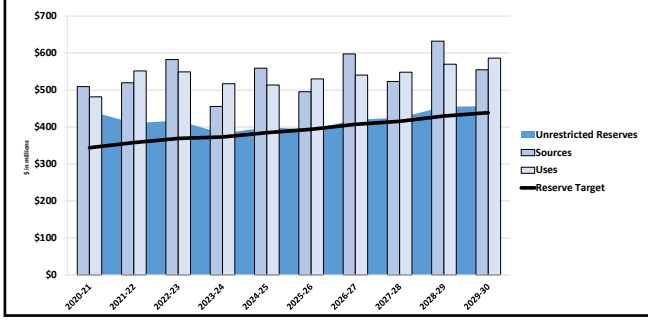
LVVWD RESERVES OUTLOOK



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2021-22 BUDGET SUMMARY

- Uses of funds are down $2.5 million from 2020-21 due to savings from the District's Voluntary Separation Plan and cuts to operating expenses
- Sources of funds represent sustained development within the District's service area
- The budget reflects the District's ongoing capital initiatives
- Conservation remains a top priority
- Funding reserves remain healthy
- The organization is positioned to withstand ongoing impacts from COVID-19

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LAS VEGAS VALLEY WATER DISTRICT

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COYOTE SPRINGS WATER RESOURCES DISTRICT

2021-22 Budget Workshop

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COYOTE SPRINGS WATER RESOURCES DISTRICT 2021-22 BUDGET SUMMARY

	Actual 2019-20	Budget 2020-21	Budget 2021-22	Variance $
Sources				
Operating Revenues	$ -	$ -	$ -	$ -
Developer Contributions[1]	3,231	100,000	50,000	(50,000)
Total Sources	3,231	100,000	50,000	(50,000)
Uses				
Operating Expenses	-	-	-	-
Invoiced Developer Costs[2]	3,231	100,000	50,000	(50,000)
Total Uses	3,231	100,000	50,000	(50,000)
Total Net Surplus/(Deficit)	$ -	$ -	$ -	$ -

[1] Per contractual agreement, the developer(s) will reimburse any cost not covered by operating revenues
[2] Based on recent costs billed to developer(s).

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BIG BEND Water District

2021-22 Budget Workshop

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BIG BEND WATER DISTRICT 2021-22 BUDGET SUMMARY

	Actual 2019-20	Budget 2020-21	Budget 2021-22	Variance $
Sources				
Water Charges	$ 3,638,936	$ 3,938,038	$ 4,218,165	$ 280,128
Interest Income	1,047	1,256	-	(1,256)
System Development Charges	-	6,990	3,495	(3,495)
Sales Tax	311,022	210,077	358,314	148,237
Other Sources	579,834	-	500,000	500,000
Subtotal	4,530,840	4,156,361	5,079,975	923,613
Debt Issuance Proceeds	-	3,700,000	1,000,000	(2,700,000)
Total Sources	4,530,840	7,856,361	6,079,975	(1,776,387)
Uses				
Energy	365,290	400,000	435,000	35,000
Payroll & Related	1,723,384	2,057,574	2,178,124	120,550
Operating Expenses	2,002,969	2,573,972	2,575,513	1,541
Capital Expenditures	2,310,108	2,180,000	1,497,700	(682,300)
Debt Service	517,423	792,426	517,423	(275,003)
BBWD Uses	6,919,173	8,003,971	7,203,760	(800,211)
BBWD Net Surplus/(Deficit)	$ (2,388,334)	$ (147,610)	$ (1,123,786)	$ (976,176)

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LAS VEGAS VALLEY WATER DISTRICT™

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LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS MEETING
MAY 4, 2021
MINUTES

CALL TO ORDER	9:01 a.m., Commission Chambers, Clark County Government Center, 500 South Grand Central Parkway, Las Vegas, Nevada
DIRECTORS PRESENT:	Marilyn Kirkpatrick, President Jim Gibson, Vice President Justin Jones William McCurdy II Ross Miller Michael Naft Tick Segerblom
STAFF PRESENT	John Entsminger, Doa Ross and Greg Walch

Unless otherwise indicated, all members present voted in the affirmative.

COMMENTS BY THE GENERAL PUBLIC

For full public comment, visit www.lvvwd.com/apps/agenda/lvvwd/index.cfml

Ed Uehling asked for clarification and discussion from the board about the sources for funding the Blue Diamond Water System Rehabilitation Project and requested more information on agenda items #2 - 4 about the Howard Hughes Company's construction projects.

ITEM NO.

1. Approval of Agenda & Minutes

FINAL ACTION: A motion was made by Vice President Gibson to approve the agenda and the minutes from the regular meeting of April 6, 2021. The motion was approved.

CONSENT AGENDA Items 2 – 5 are routine and can be taken in one motion unless a Director requests that an item be taken separately.

2. Approve and authorize the General Manager to sign an agreement between The Howard Hughes Company, LLC, and the District for construction of the 4125 Zone Pumping Station Discharge Pipeline.

3. Approve and authorize the General Manager to sign an agreement between The Howard Hughes Company, LLC, and the District for construction of the 4125 Zone North Reservoir Inlet/Outlet Pipeline.

4. Approve and authorize the General Manager to sign an agreement between The Howard Hughes Company, LLC, and the District for staff augmentation on 4125 Zone related projects that have Howard Hughes Company, LLC, developer construction agreements.

5. Approve the filing of a legal action by the General Counsel for the Las Vegas Valley Water District v. Powerfuel CNG Systems, LLC.

John Entsminger, General Manager, stated that the Howard Hughes Corporation is responsible for paying for the construction of water facilities as listed on agenda items #2 - 4, and mentioned that no rate payer funds will be used to subsidize construction of these facilities.

FINAL ACTION: A motion was made by Director Segerblom to approve staff's recommendations, adding that long-term operations and maintenance of the facilities will be funded by the District. The motion was approved.

BUSINESS AGENDA

6. Award a contract for the replacement of permanent pavement and concrete appurtenances at locations within easements or rights-of-way defined by individual District work orders to Sunrise Paving, Inc., for the amount of $2,157,225, authorize a change order contingency amount not to exceed $200,000, authorize up to two additional renewal terms, and authorize the General Manager to sign the construction agreement.

FINAL ACTION: A motion was made by Vice President Gibson to award the contract. The motion was approved.

7. Award a contract for the replacement of permanent pavement and concrete appurtenances at locations within easements or rights-of-way defined by individual District work orders to Sunrise Paving, Inc., for the amount of $2,198,275, authorize a change order contingency amount not to exceed $200,000, authorize up to two additional renewal terms, and authorize the General Manager to sign the construction agreement.

FINAL ACTION: A motion was made by Vice President Gibson to award the contract. The motion was approved.

8. Approve and authorize the General Manager to sign an agreement between the Department of the Army and the District for the District to accept up to $3,000,000 in federal funding, contribute $975,750 for the first phase of the Blue Diamond Water System Rehabilitation Project, and authorize the General Manager or his designee to sign any ministerial documents necessary to effectuate the transaction.

Mr. Entsminger stated that this funding is to upgrade the Blue Diamond Water System, in what is hoped to be the first of three phases totaling approximately $10 million in system improvements. Director Jones clarified that this funding is not to construct a pipeline from the District's facilities to connect to a Blue Diamond, but rather for replacement and maintenance of the existing system. Mr. Entsminger confirmed, noting that none of the three construction phases contemplate a connection between the Blue Diamond Water System and the District's system in the valley.

FINAL ACTION: A motion was made by Director Jones to approve staff's recommendations. The motion was approved.

COMMENTS BY THE GENERAL PUBLIC

Ed Uehling commented on the District's management of funds and projects.

Adjournment

There being no further business to come before the board, the meeting adjourned at 9:15 a.m.

Copies of all original agenda items and minutes, including all attachments, are on file in the General Manager's office at the Las Vegas Valley Water District, 1001 South Valley View Boulevard, Las Vegas, Nevada.

JOINT MEETING OF THE
LAS VEGAS VALLEY WATER DISTRICT BOARD OF DIRECTORS
COYOTE SPRINGS WATER RESOURCES DISTRICT BOARD OF TRUSTEES
BIG BEND WATER DISTRICT BOARD OF TRUSTEES
SPECIAL MEETING
MAY 17, 2021
MINUTES

CALL TO ORDER	9:48 a.m., Commission Chambers, Clark County Government Center 500 S. Grand Central Parkway, Las Vegas, Nevada
DIRECTORS PRESENT	Marilyn Kirkpatrick, President Jim Gibson, Vice President Justin Jones William McCurdy II Ross Miller (present for item #4) Michael Naft Tick Segerblom
STAFF PRESENT	John Entsminger, Greg Walch and Kevin Bethel

Unless otherwise indicated, all members present voted in the affirmative.

COMMENTS BY THE GENERAL PUBLIC

For full public comment, visit www.lvvwd.com/apps/agenda/lvvwd/index.cfml

There were no persons wishing to speak.

ITEM NO.

1. Approval of Agenda

FINAL ACTION: A motion was made by Vice President Gibson to approve the agenda for this meeting. The motion was approved.

2. Conduct a Public Hearing on the Tentative Budget for the Las Vegas Valley Water District and subsequently adopt a Final Budget for Fiscal Year 2021/22.

John Entsminger, General Manager, presented the District's Fiscal Year 2021-2022 tentative budget. A copy of his presentation is attached to these minutes.

Mr. Entsminger began by providing highlights from the 2020-2021 Fiscal Year and gave an update on capital projects. He gave an overview of the 2021-2022 budget, highlighting the total sources and uses of funds, as well as an outlook of the District's positive financial reserves.

President Kirkpatrick opened the Public Hearing. As there were no members wishing to speak, she closed the hearing.

Vice President Gibson made a motion to approve the tentative budget for the Las Vegas Valley Water District for fiscal year 2021/22. The motion was approved.

3. Conduct a Public Hearing on the Tentative Budget for the Coyote Springs Water Resources District and subsequently adopt a Final Budget for Fiscal Year 2021/22.

Mr. Entsminger presented the Coyote Springs Water Resources District's Fiscal Year 2021-2022 tentative budget. A copy of his presentation is attached to these minutes.

Chair Kirkpatrick opened the Public Hearing. As there were no members wishing to speak, she closed the hearing. She also made a motion to approve the tentative budget for the Coyote Springs Water Resources District for fiscal year 2021/22. The motion was approved.

4. Conduct a Public Hearing on the Tentative Budget for the Big Bend Water District and subsequently adopt a Final Budget for Fiscal Year 2021/22.

Mr. Entsminger presented the Big Bend Water District's Fiscal Year 2021-2022 tentative budget. A copy of his presentation is attached to these minutes. He mentioned that the Big Bend Water District's revenues were impacted greatly from the pandemic and property closures, but that the LVVWD is able to cover its operating expenses through an inter-agency loan. He recommended available federal funding be considered to offset some of the Big Bend's revenue losses.

Big Bend Water District Board of Trustees Chairman Justin Jones opened the public hearing. As there were no members of the public wishing to provide comment, he closed the hearing. He also made a motion to approve the tentative budget for the Big Bend Water District for fiscal year 2021/22. The motion was approved.

COMMENTS BY THE GENERAL PUBLIC

Magoliene Enyard from North Las Vegas provided comments unrelated to the District's business. She spoke about information she had provided the Clark County Commission and community-related issues such as assistance for local bus drivers and equal rights for all Southern Nevadans.

Adjournment

There being no further business to come before the board, the meeting adjourned at 10:05 a.m.

Copies of all original agenda items and minutes, including all attachments, are on file in the General Manager's office at the Las Vegas Valley Water District, 1001 South Valley View Boulevard, Las Vegas, Nevada.

LAS VEGAS VALLEY WATER DISTRICT

Fiscal Year 2021-22
BUDGET HEARING

1

2020-21 HIGHLIGHTS

Nearly completed first phase of major pipeline replacements within Las Vegas Boulevard

Launched mobile app that gives customers a new way to interact with the LVVWD

Returned water waste enforcement efforts to pre-pandemic levels

Updated LVVWD Service Rules with conservation-related initiatives

Continued to maintain service during ongoing pandemic

2021 refunding activities will save $6.6 million for a total cumulative savings of $101.5 million since 2015

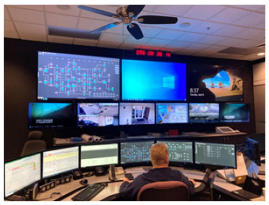
2

SCADA UPGRADE

The District's existing SCADA system is outdated - efficiency, maintenance and repairs are becoming increasingly difficult

The new system will support one SCADA platform across LVVWD, the SNWA, and the Big Bend Water District

Project estimated to be completed by 2024



FY 21/22 Budget: $100,000
Total Project: $462,930

3

3

FIBER OPTICS COMMUNICATIONS NETWORK BUILD OUT

A fiber-optic network is an essential step to maintaining water operations and securing the water system.

- Allows Operations and Security teams to control and monitor remote sites using real time data
- Allows LVVWD's Maintenance Engineering teams to manage assets and troubleshoot site conditions without the need to drive to the site
- Project scheduled to be completed by June 2022

FY 21/22 Budget: $250,000
Total Project: $8,440,358

4

CENTENNIAL 2635 ZONE RESERVOIR AND 2745 ZONE PUMPING STATION

- 5 million-gallons reinforced concrete reservoir and a 38 million gallons per day pumping station
- Located in the northwest part of valley (Fort Apache and Centennial)
- Design is completed; bids are anticipated early summer
- Construction scheduled to be completed by end of 2022

FY 21/22 Budget: $21,518,119
Total Project: $33,917,417

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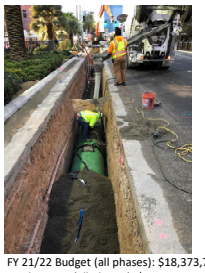
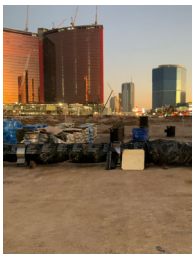
LAS VEGAS BOULEVARD IMPROVEMENTS





Replacement of approx. 30,000 feet of water lines between Sahara Avenue and the CC-215 Beltway

Project is being designed and constructed in 5 phases

- 1: Sahara and Spring Mountain is nearly complete
- 2: Russell Road and 215 has completed design
- 3: Tropicana to Flamingo will bid in early 2022
- 4: Russell to Tropicana is scheduled to bid this summer
- 5: Flamingo to Spring Mountain will bid in 2023

FY 21/22 Budget (all phases): $18,373,769
Total Project (all phases): $83,455,218

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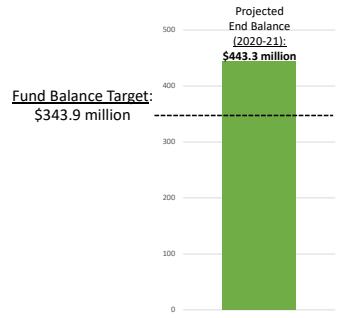
2021-22 BUDGET OVERVIEW

7

RESERVE BALANCE

Reserve Policy Elements:

- Maintain 180 days of operating and maintenance expenses
- Fund one year of maximum annual debt service
- Fund one year of average annual capital expenditures
- Fund 1 percent of depreciable assets



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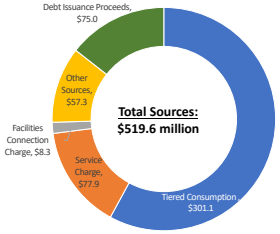
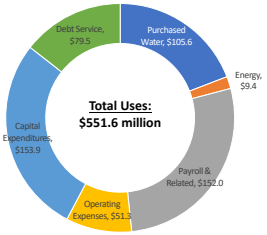
2021-22 SOURCES & USES SUMMARY





Amounts in million dollars. Totals are rounded.

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	Actual 2019-20	Budget 2020-21	Budget 2021-22	Budget-to-Budget Variance
Sources				
Tiered Consumption	$ 267.9	$ 276.7	$ 301.1	$ 24.4
Service Charge	74.0	76.9	77.9	1.0
Backflow Charge	12.2	12.2	12.5	0.3
Reclaimed Water	7.7	6.9	7.3	0.4
Other Water Bill Charges	6.8	9.7	5.3	(4.4)
Facilities Connection Charge	17.6	4.3	8.3	4.0
Application & Inspection Fees	3.1	0.7	1.0	0.3
Investment Income	20.9	6.0	5.4	(0.6)
Springs Preserve	2.0	3.1	1.9	(1.2)
Other Sources	9.4	-	23.9	23.9
Subtotal	421.6	396.5	444.6	48.0
Debt Issuance Proceeds	7.9	100.0	75.0	(25.0)
LVVWD Sources	**429.5**	**496.5**	**519.6**	**23.0**
Uses				
Purchased Water	101.8	97.1	105.6	8.6
Energy	8.4	10.0	9.4	(0.7)
Payroll & Related	136.8	155.8	152.0	(3.8)
Operating Expenses	39.7	67.3	51.3	(16.0)
Capital Expenditures	97.5	147.6	153.9	6.3
Debt Service	67.6	76.3	79.5	3.1
LVVWD Uses	**451.8**	**554.1**	**551.6**	**(2.5)**
LVVWD Net Surplus/(Deficit) [1]	**$ (22.3)**	**$ (57.6)**	**$ (32.1)**	**$ 25.5**

[1] Any amount of Net Surplus is used to fund reserves while Net Deficit amounts are funded through the use of reserve balances.

Amounts in million dollars. Totals are rounded.

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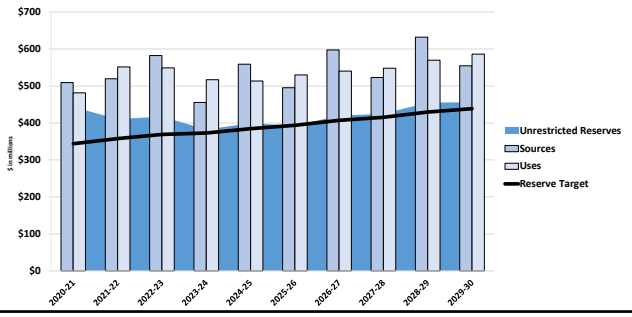
LVVWD RESERVES OUTLOOK



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2021-22 BUDGET SUMMARY

- Uses of funds are down $2.5 million from 2020-21 due to savings from the District's Voluntary Separation Plan and cuts to operating expenses
- Sources of funds represent sustained development within the District's service area
- The budget reflects the District's ongoing capital initiatives
- Conservation remains a top priority
- Funding reserves remain healthy
- The organization is positioned to withstand ongoing impacts from COVID-19

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LAS VEGAS VALLEY WATER DISTRICT™

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COYOTE SPRINGS WATER RESOURCES DISTRICT

2021-22 Budget Hearing

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COYOTE SPRINGS WATER RESOURCES DISTRICT
2021-22 BUDGET SUMMARY

	Actual 2019-20	Budget 2020-21	Budget 2021-22	Variance $
Sources				
Operating Revenues	$ -	$ -	$ -	$ -
Developer Contributions[1]	3,231	100,000	50,000	(50,000)
Total Sources	3,231	100,000	50,000	(50,000)
Uses				
Operating Expenses	-	-	-	-
Invoiced Developer Costs[2]	3,231	100,000	50,000	(50,000)
Total Uses	3,231	100,000	50,000	(50,000)
Total Net Surplus/(Deficit)	$ -	$ -	$ -	$ -

[1] Per contractual agreement, the developer(s) will reimburse any cost not covered by operating revenues
[2] Based on recent costs billed to developer(s).

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BIG BEND Water District

2021-22 Budget Hearing

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BIG BEND WATER DISTRICT
2021-22 BUDGET SUMMARY

	Actual 2019-20	Budget 2020-21	Budget 2021-22	Variance $
Sources				
Water Charges	$ 3,638,936	$ 3,938,038	$ 4,218,165	$ 280,128
Interest Income	1,047	1,256	-	(1,256)
System Development Charges	-	6,990	3,495	(3,495)
Sales Tax	311,022	210,077	358,314	148,237
Other Sources	579,834	-	500,000	500,000
Subtotal	4,530,840	4,156,361	5,079,975	923,613
Debt Issuance Proceeds	-	3,700,000	1,000,000	(2,700,000)
Total Sources	4,530,840	7,856,361	6,079,975	(1,776,387)
Uses				
Energy	365,290	400,000	435,000	35,000
Payroll & Related	1,723,384	2,057,574	2,178,124	120,550
Operating Expenses	2,002,969	2,573,972	2,575,513	1,541
Capital Expenditures	2,310,108	2,180,000	1,497,700	(682,300)
Debt Service	517,423	792,426	517,423	(275,003)
BBWD Uses	6,919,173	8,003,971	7,203,760	(800,211)
BBWD Net Surplus/(Deficit)	$ (2,388,334)	$ (147,610)	$ (1,123,786)	$ (976,176)

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LAS VEGAS VALLEY WATER DISTRICT™

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LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM

June 1, 2021

Subject: Agreement
Petitioner: Doa J. Ross, Deputy General Manager, Engineering
Recommendations: That the Board of Directors approve and authorize the President to sign an interlocal agreement between Clark County and the District for installation of water facilities for the Desert Breeze Park Special Events Area Project.

Fiscal Impact:
None by approval of the above recommendation.

Background:
Clark County (County) has submitted plans to the District for the installation of two 8-inch reduced pressure detector assemblies, one 2-inch domestic meter with a reduced pressure principle assembly (RPPA), three 2-inch meters with RPPAs for landscape irrigation, and 310 linear feet of 12-inch water main for the Desert Breeze Park Special Events Area, Project No. 138841 (Project). This Project is located on the east side of Durango Drive, north of Flamingo Road, as generally shown on Attachment A.

If approved, the attached Agreement No. 138841-A provides the terms and conditions for the installation of the water facilities at the County's sole expense. During construction, the County will ensure payment for all construction water use and provide the District with easements to the water facilities. Upon completion of the Project, the water facilities will become the property of the District.

This agreement is being entered into pursuant to NRS 277.180 and Sections 1(5) and 1(13) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved this agreement.

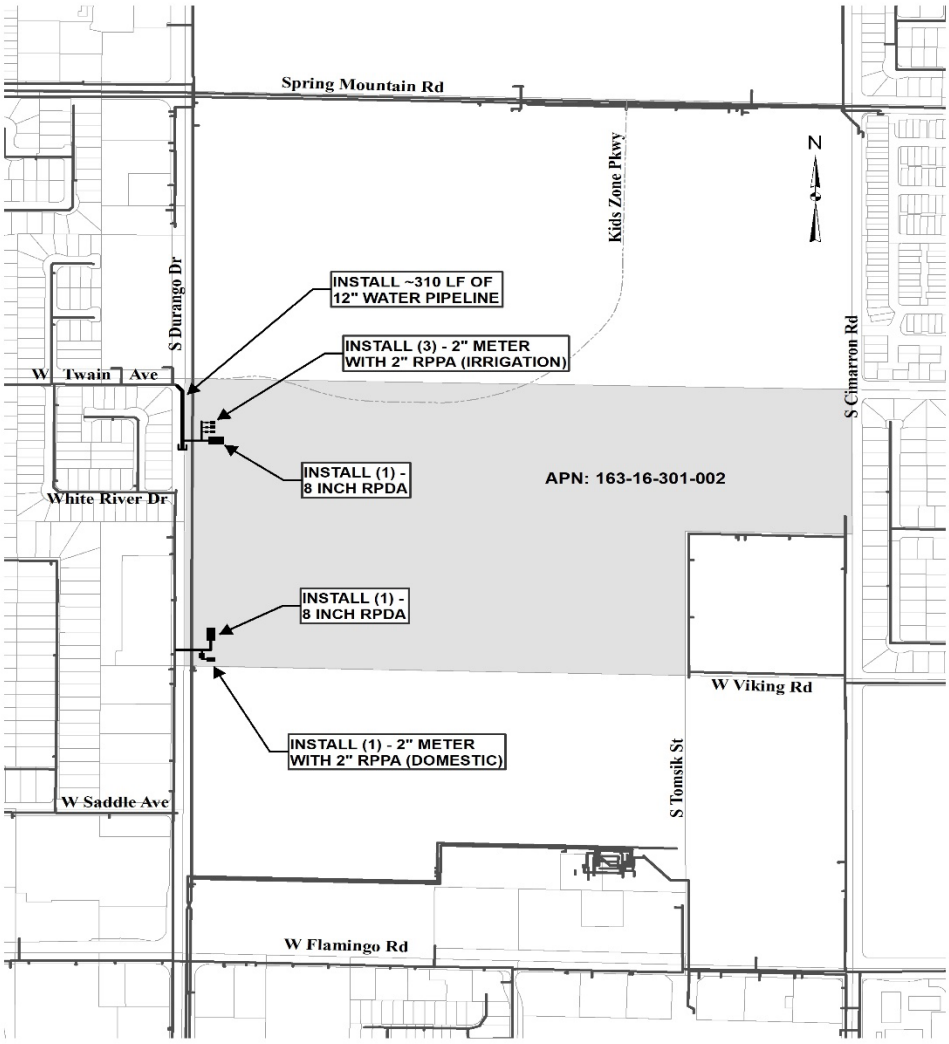
Respectfully submitted:

John J. Entsminger, General Manager
JJE:DJR:MAD:ND:DO:kap
Attachments

AGENDA ITEM # **2**

ATTACHMENT A

Clark County
Desert Breeze Park Special Events Area
LVVWD Project No. 138841



INTERLOCAL AGREEMENT FOR CLARK COUNTY DESERT BREEZE PARK SPECIAL EVENTS AREA

THIS AGREEMENT, made and entered into by and between the COUNTY OF CLARK, a political subdivision of the State of Nevada, hereinafter called "COUNTY", and the LAS VEGAS VALLEY WATER DISTRICT, a political subdivision of the State of Nevada, hereinafter called "DISTRICT", WITNESSETH:

RECITALS

WHEREAS, the DISTRICT is engaged in the business of distributing potable water in the City of Las Vegas, Nevada, and portions of the County of Clark, Nevada; and

WHEREAS, the COUNTY is engaged in the development of real property generally located on the east side of Durango Drive, north of Flamingo Road, further referenced as Clark County Assessor's Parcel Numbers 163-16-301-002, is desirous of receiving a commitment for potable water from the DISTRICT and has made application for water service to said project; and

WHEREAS, the COUNTY has approved the development of the real property as a regional park expansion and has authorized a distribution of water to the property for this development subject to the DISTRICT'S Service Rules; and

WHEREAS, DISTRICT is willing to serve said real property with water pursuant to its Service Rules as adopted by its Board of Directors and subject to the COUNTY performing all of the terms, conditions and provisions hereinafter set forth and required of the COUNTY; and

WHEREAS, the COUNTY is willing to construct at its sole cost and expense the required water service connection and appurtenances for the purpose of providing water service to said real property; and

WHEREAS, both the COUNTY and the DISTRICT are authorized to enter into interlocal agreements pursuant to NRS 277.180.

NOW, this Agreement WITNESSETH:

ARTICLE I

COUNTY AGREES:

A. That this Agreement provides a water commitment on a conditional basis only for a regional park special event area, located on the east side of Durango Drive, north of Flamingo Road, on Clark County Assessor's Parcel Numbers 163-16-301-002, The conditional water commitment is provided in accordance with the DISTRICT'S Service Rules which are made a part of the Agreement by reference and applies only to the development identified in this paragraph.

B. The water commitment will be conditional until all water facilities identified in paragraph D of this Article I are constructed by the COUNTY and accepted by the DISTRICT for the complete development described in paragraph A of this Article I.

C. That in the event the use of the property changes and modifications to the water facilities are required, the COUNTY will be required to either obtain a new conditional water commitment from the DISTRICT, or at the option of the DISTRICT, to amend the Agreement.

D. At COUNTY'S sole cost and expense to furnish all necessary materials, labor, and equipment for the construction of the water main(s), fire hydrants and laterals, service connections, backflow prevention assemblies, and appurtenances, from the main to the point where the water being delivered leaves the

piping owned by the DISTRICT, hereinafter called "WATER FACILITIES", shown on that certain plan or plans entitled:

DESERT BREEZE PARK SPECIAL EVENTS AREA
Utility Plan 1 thru 10

E. That said WATER FACILITIES may be sized to ultimately provide water service to development other than described herein, however the conditional water commitment is only for that portion of the project described herein and any additional construction requires a separate and additional conditional water commitment from the DISTRICT.

F. That said WATER FACILITIES shall be constructed in the locations shown, and in accordance with the above-mentioned plan or plans, as approved by the DISTRICT, and in conformance with DISTRICT specifications.

G. To comply with the DISTRICT'S Service Rules that are in force on the effective date of this agreement including those sections pertaining to the water commitment process and construction of the WATER FACILITIES identified in Article I, paragraph D above.

H. That all work shall be subject to inspection and approval by an authorized representative of the DISTRICT and the DISTRICT shall be notified a minimum of 48 hours in advance of actual construction start and 24 hours prior to an inspection of any part of the work, in order that necessary inspection can be arranged.

I. At COUNTY'S sole cost and expense, to perform all survey work necessary to ensure installation of the WATER FACILITIES to the location and grades called for in the plans.

J. At COUNTY'S sole cost and expense, to disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.

K. That connections to existing mains shall be made only in the presence of an authorized representative of the DISTRICT and at the times specified by the DISTRICT.

L. That the WATER FACILITIES shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event the WATER FACILITIES are located within those areas either inadvertently or otherwise, the COUNTY shall cause such WATER FACILITIES to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with DISTRICT'S requirements, or shall reimburse the DISTRICT for the cost of relocating said WATER FACILITIES. If extraordinary conditions exist that would prevent compliance with this requirement, the COUNTY may submit to the DISTRICT a written request for a waiver of this requirement pursuant to the DISTRICT'S Service Rules.

M. To furnish to the DISTRICT easements, in a form satisfactory to the DISTRICT, where WATER FACILITIES are approved to be installed in other than dedicated street or alleys. Said easements shall conform to the requirements as indicated on the approved water plan or plans and be perpetual. The conditions of said easements shall be such that no buildings, structures, trees, shrubs, or other improvements which would interfere with its use by DISTRICT can be placed upon it, that DISTRICT will have the right to operate, maintain, repair, replace, and/or change the size and/or number of WATER FACILITIES; and that proper access to all parts of the easement by DISTRICT forces and equipment is provided. The conditions of said easements shall further provide that the property owner agrees to pay any and all costs incurred by the DISTRICT to make and/or maintain said easements accessible to the DISTRICT. It may be provided that other utility lines can be installed in said easement, so long as they do not interfere with its use by DISTRICT, and are in compliance with state laws and regulations. If access to a DISTRICT easement is obstructed, absent an emergency situation, the COUNTY will be notified and given an opportunity to remove the obstruction before the DISTRICT incurs cost to remove the obstruction.

N. Should any defective material or workmanship affecting the WATER FACILITIES installed by the COUNTY be disclosed within one (1) year of the date of completion and acceptance of the WATER FACILITIES by the DISTRICT, the COUNTY shall immediately cause the defect to be corrected, or shall reimburse DISTRICT for its cost to correct said defect. For the purpose of this Agreement, failures including, but not limited to, any leak or break in the WATER FACILITIES, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship.

O. That upon completion of construction of the work and acceptance of the work by the DISTRICT, the COUNTY will provide the DISTRICT with all its right, title, and interest, in and to the WATER FACILITIES. The COUNTY will warrant at the time of said final acceptance that there are no encumbrances for material and labor claims.

P. That all water will be taken through metered service connections, in accordance with DISTRICT'S Service Rules. The COUNTY will require its contractor to install the meters in a timely manner.

Q. That all water delivered through service connections will be metered and the COUNTY is responsible for all monthly bills for such water calculated at the current rate for metered construction water until such time as the first occupant activates the water service account with the DISTRICT'S Customer Service Division.

R. To require its contractor to protect all existing water facilities during construction and to promptly undertake the repair of damaged facilities upon authorization of the DISTRICT.

S. That any of the water facilities installed under this Agreement, once disinfected and tested to the satisfaction of the DISTRICT and once connected to existing DISTRICT facilities, must maintain established water quality standards throughout the installed system. Should the DISTRICT determine that water quality standards are not being maintained following the connection of the approved facilities to the DISTRICT'S system, a Water Quality Mitigation Plan (WQ Plan) will be required for review and implementation at the sole expense of the COUNTY.

ARTICLE II

DISTRICT AGREES:

A. That upon completion of construction of the WATER FACILITIES, acceptance of same by the DISTRICT, and fulfillment by the COUNTY of all requirements of this Agreement, to supply water to, and to thereafter operate and maintain the WATER FACILITIES installed pursuant to this Agreement in accordance with the DISTRICT'S Service Rules as the same are established and amended.

B. That construction water may be provided through metered fire hydrants and/or metered service connections in accordance with the DISTRICT'S Service Rules.

ARTICLE III

IT IS MUTUALLY AGREED:

A. That the parties understand that this Agreement does not create "water rights", but only rights to conditional water service as a potential customer. This Agreement does not create a property interest in such water service and the COUNTY is not deemed a DISTRICT water customer until the water facilities and development identified herein are completed as specified.

B. That the WATER FACILITIES installed under this Agreement shall be and remain the exclusive property of the DISTRICT, and shall become a part of the DISTRICT'S general water distribution system after acceptance by the DISTRICT.

C. That in the event a portion of the WATER FACILITIES are constructed but this Agreement terminates, the above-described property shall have no water commitment by virtue of the installation of the

WATER FACILITIES. Requests for future use of said WATER FACILITIES if retained in place, shall require that a new water commitment be obtained before the WATER FACILITIES can be utilized.

D. That this Agreement shall terminate and the conditional commitment shall be void if any of the following occurs:

   a. Construction of the water facilities covered by the plan or plans identified in Article I, paragraph D of this Agreement is not diligently commenced within one (1) year from the date of DISTRICT approval of said plan or plans; or

   b. If active construction work is discontinued for a period of one (1) year; or if such construction is commenced within said one (1) year period, but is not diligently prosecuted to completion in a manner acceptable to the DISTRICT.

E. That if this Agreement terminates in accordance with its terms, right, title and interest of all or any portion of the WATER FACILITIES installed, as determined solely and exclusively by the DISTRICT, shall become the exclusive property of the DISTRICT for the DISTRICT to use, modify, or to dispose of as the DISTRICT deems appropriate.

F. That noncompliance or violation of the DISTRICT'S Service Rules or any provision of this Agreement by the COUNTY or its officers, employees, agents, contractors, licensees or invitees shall be cause for the District, at its sole discretion, to discontinue water service to COUNTY'S project without liability for any damages caused by said discontinuation.

G. That the COUNTY will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its officers or employees; the COUNTY does not waive the conditions and limitations of NRS Chapter 41. The DISTRICT will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its officers and employees; the DISTRICT does not waive the conditions and limitations of NRS Chapter 41.

H. That this Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and is not a commitment for water service, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning party.

I. That this Agreement represents the entire understanding of the COUNTY and the DISTRICT relative to the installation of the WATER FACILITIES in conjunction with the COUNTY'S project.

J. That should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, any other part of this Agreement.

K. That the laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.

L. That each party shall not discriminate against employees or applicants based on race, color, religion, sex, sexual orientation, age, or national origin, and shall ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the Equal Employment Opportunity Commission setting forth these provisions. Each party further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein and each party will comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities.

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement on the _____day of _____, 20_____.

COUNTY OF CLARK

Marilyn Kirkpatrick, Chair
Board of County Commissioners

ATTEST:

Lynn Goya, Clark County Clerk

APPROVED AS TO FORM:

Deputy District Attorney

LAS VEGAS VALLEY WATER DISTRICT

Marilyn Kirkpatrick, President
Board of Directors

APPROVED AS TO FORM:

for
Gregory J. Walch, General Counsel
04/19/21

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM

June 1, 2021

Subject: Agreement
Petitioner: E. Kevin Bethel, Chief Financial Officer
Recommendations: That the Board of Directors approve a professional services agreement with Hobbs, Ong & Associates, Inc., for independent financial advisory services for an amount not to exceed $150,000 per fiscal year, with the option to renew for six additional one-year periods.

Fiscal Impact:
Fees for financial advisory services for the issuance of bonds or other securities are paid from proceeds of the sale. In the proposed agreement, fees for services performed not related to bond sales would be limited to a total of $150,000 per fiscal year. Funds requested for Fiscal Year 2021/22 expenditures are included in the District's Operating Budget. Funds for future year expenditures will be budgeted accordingly.

Background:
Hobbs, Ong & Associates, Inc. (Hobbs Ong), in affiliation with Public Financial Management, Inc. (PFM), are established leaders in providing independent financial advisory services to business, state, and local government entities. Over the years, they have performed a wide range of specialized services for the District. In coordination with bond counsel, Hobbs Ong and PFM have provided support with managing and issuing debt securities, which includes debt timing and structure, rating agency presentations, assistance with underwriters, and coordination with disclosure counsel. They have also provided financial consulting services on financial planning activities, including short- and long-term capital improvement program planning, and financial policy guidance.

If approved, the agreement will allow Hobbs Ong to perform a wide range of independent financial advisory services, including financial planning, managing and issuing debt securities, and support for citizens advisory committee meetings. PFM may act as an approved subcontractor under the agreement.

This agreement is being entered into pursuant to NRS 332.115(1)(b) and Section 1(13) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved the agreement.

Respectfully submitted:

John J. Entsminger, General Manager
JJE:EKB:mlt
Attachment

AGENDA ITEM # **3**

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)

☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☑ Privately Held Corporation	☐ Publicly Held Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group (Please select all that apply)

☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business

Number of Clark County Nevada Residents Employed: 3

Corporate/Business Entity Name:	Hobbs, Ong & Associates, Inc.	
(Include d.b.a., if applicable)		
Street Address:	6385 S. Rainbow Blvd, Suite 105	**Website:** hobbsong.com
City, State and Zip Code:	Las Vegas, NV 89118	**POC Name:** Katherine Sisolak **Email:** kathy@hobbsong.com
Telephone No:	702-733-7223	**Fax No:** n/a
Nevada Local Street Address: **(If different from above)**		**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone No:		**Local POC Name:** **Email:**

All entities, with the exception of publicly-traded corporations and non-profit organizations, must list the names of individuals, either directly or indirectly, holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board of Directors.

Publicly-traded corporations and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Guy S. Hobbs	Managing Director	60%
Katherine Sisolak	Director	40%

This section is not required for publicly-traded corporations.

1. Are any individual members, partners, owners or principals, involved in the business entity, an Entity full-time employee(s), or appointed/elected official(s)?

   ☐ Yes ☑ No (If yes, please note that the employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to an Entity full-time employee(s), or appointed/elected official(s)?

   ☐ Yes ☑ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on any item without the completed disclosure form.

Signature	Katherine Sisolak Print Name
Director Title	04/29/21 Date

REVISED 7/6/2017

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF ENTITY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO ENTITY* EMPLOYEE/ OFFICIAL	ENTITY* EMPLOYEE'S/ OFFICIAL'S DEPARTMENT
N/A			

* Entity employee means an employee of Las Vegas Valley Water District, Southern Nevada Water Authority, or Silver State Energy Association .

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For Entity Use Only:

If no Disclosure or Relationship is noted above or the section is marked N/A, please check this box.

☒ No Disclosure

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the Entity employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the Entity employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Chetan Champaneri
Signature

Chetan Champaneri
Print Name
Authorized Department Representative

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

This Agreement is made and entered into by and between Hobbs, Ong & Associates, Inc., hereinafter called "CONSULTANT," and the Las Vegas Valley Water District, a political subdivision of the State of Nevada, hereinafter called the "DISTRICT." CONSULTANT and DISTRICT are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties." The term "DISTRICT" also refers to staff of DISTRICT acting within their designated authority and duties. The "Effective Date" of this Agreement is July 1, 2021.

WITNESSETH:

WHEREAS, DISTRICT desires to obtain professional services as more specifically described herein, and

WHEREAS, CONSULTANT is properly qualified and desires to provide the professional services required by DISTRICT, and

WHEREAS, DISTRICT, in reliance on CONSULTANT's representations and proposals, agrees to retain CONSULTANT, and CONSULTANT agrees to furnish professional services to DISTRICT, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the Parties hereto agree as follows:

1. SCOPE OF SERVICES:

   1.1. CONSULTANT shall provide any requested services, hereinafter referred to as "Services" or "Work," as described and within the time indicated in **Exhibit A**, which is attached herewith and made a part of this Agreement. Except as otherwise provided in this Agreement, if any provision contained in this Agreement conflicts with any provision in any of the attached Exhibits, the provision contained in this Agreement shall govern and control.

   1.2. All Services performed shall be subject to the cost ceiling contained in Paragraph 4 hereof and subject to DISTRICT's directions respecting priorities. CONSULTANT will furnish professional Services in the amount necessary to complete, promptly and effectively, the Work assigned under this Agreement. All of the Services shall be performed by CONSULTANT or an approved subcontractor.

   1.3. In performing Services under this Agreement, CONSULTANT shall observe and abide by the terms and conditions of all applicable laws, regulations, ordinances, or rules of the United States, of the State of Nevada, of any political subdivision thereof, and of any other duly constituted public authority or agency. CONSULTANT shall be responsible for obtaining any license, permit or other approval as required by law or otherwise, arising out of the Services to be performed hereunder.

   1.4. CONSULTANT has, or will secure at its own expense, the qualified personnel required to perform the Services assigned under this Agreement. Such personnel shall not be employed by the United States; the State of Nevada; Clark County, Nevada; Las Vegas Valley Water District, Southern Nevada Water Authority, or any other political subdivision of the State of Nevada.

2. PERIOD OF PERFORMANCE:

   This Agreement shall become effective on July 1, 2021, through June 30, 2022, with the option to renew for 6, 1-year periods, unless terminated in accordance with the terms of this Agreement. During this period, CONSULTANT agrees to provide Services as required by DISTRICT within the scope of this Agreement. Notice of DISTRICT's decision to renew the Agreement shall be given to CONSULTANT no later than 30 days prior to expiration of the Agreement.

3. COMPENSATION:

   3.1. In consideration for completion of all duties and responsibilities under this Agreement, DISTRICT agrees to pay CONSULTANT, in accordance with Exhibit A, for Work completed to DISTRICT's satisfaction.

   3.2. CONSULTANT shall provide itemized monthly invoices for Services performed during the previous month or as authorized by DISTRICT's representative. Invoices are to be submitted to DISTRICT in accordance with the Notice provisions of this Agreement and must reference the name and Effective Date

of the Agreement. A copy of any invoice received from subcontractors used by CONSULTANT shall be included.

3.3. DISTRICT shall pay invoiced amounts from CONSULTANT based on the fees set forth in **Exhibit A** within 30 calendar days after the date the invoice is received and approved by DISTRICT.

3.4. Travel expenses for CONSULTANT and CONSULTANT's subcontractor, if applicable, will be reimbursed as set forth in Exhibit B, which is attached herewith and made a part of this Agreement.

4. LIMITATION ON COSTS:

The total cost of Services provided under this Agreement shall not exceed $150,000.00 per fiscal year.

5. RESPONSIBILITIES OF CONSULTANT:

5.1. CONSULTANT shall appoint a Manager who will manage the performance of Services. All of the Services specified by this Agreement shall be performed by the Manager, or by CONSULTANT's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of CONSULTANT be unable to complete his or her responsibility for any reason, CONSULTANT must obtain written approval by DISTRICT prior to replacing him or her with another equally qualified person. If CONSULTANT fails to make a required replacement within 30 calendar days, DISTRICT may terminate this Agreement.

5.2. CONSULTANT agrees that its officers and employees will cooperate with DISTRICT in the performance of Services under this Agreement and will be available for consultation with DISTRICT at such reasonable times with advance notice as to not conflict with their other responsibilities.

5.3. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all Services furnished by CONSULTANT, its subcontractors and their principals, officers, employees and agents under this Agreement. In performing the Services, CONSULTANT shall follow practices consistent with generally accepted professional and technical standards.

5.4. It shall be the duty of CONSULTANT to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. CONSULTANT will not produce a work product which violates or infringes on any copyright or patent rights. CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in its work products.

5.4.1. Permitted or required approval by DISTRICT of any products or services furnished by CONSULTANT shall not in any way relieve CONSULTANT of responsibility for the professional and technical accuracy and adequacy of its work.

5.4.2. DISTRICT's review, approval, acceptance, or payment for any of CONSULTANT's Services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and CONSULTANT shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DISTRICT caused by CONSULTANT's performance or failures to perform under this Agreement.

5.5. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by CONSULTANT for DISTRICT relating to the Service and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by CONSULTANT to parties other than DISTRICT shall become the property of DISTRICT and shall be delivered to DISTRICT's representative upon completion or termination of this Agreement, whichever comes first. CONSULTANT shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by DISTRICT. DISTRICT shall have the right to reproduce all documentation supplied pursuant to this Agreement.

5.6. The rights and remedies of DISTRICT provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Agreement.

6. RESPONSIBILITIES OF DISTRICT:

6.1. DISTRICT agrees that its officers and employees will cooperate with CONSULTANT in the performance of the Services and will be available for consultation with CONSULTANT at such reasonable times with advance notice as to not conflict with other responsibilities.

6.2. The Services performed by CONSULTANT under this Agreement shall be subject to review for compliance with the terms of this Agreement by DISTRICT's representative, Kevin Bethel, Finance, telephone number 7028228809 or their designee. DISTRICT's representative may delegate any or all of his/her responsibilities under this Agreement to appropriate staff members.

6.3. DISTRICT shall assist CONSULTANT in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the Services.

6.4. CONSULTANT will not be responsible for accuracy of information or data supplied by DISTRICT or other sources to the extent such information or data would be relied upon by a reasonably prudent CONSULTANT.

7. TRUTH-IN-NEGOTIATION CERTIFICATION:

Signing of this Agreement by CONSULTANT shall constitute a truth-in-negotiation certification by CONSULTANT that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of execution of this Agreement. The original Agreement price and any additions thereto shall be adjusted to exclude any significant sums by which DISTRICT determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such Agreement adjustments shall be made within one year following the end of the term of this Agreement.

8. INDEPENDENT CONTRACTOR – NO JOINT VENTURE:

The relationship of CONSULTANT to DISTRICT hereunder shall be that of an Independent Contractor as defined by NRS 616A.255 or Nevada state law. Nothing herein shall be construed to imply an employer and employee relationship, a joint venture, or principal and agent relationship.

9. INTELLECTUAL PROPERTY ACKNOWLEDGMENT:

In consideration of the covenants, representations and warranties set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONSULTANT hereby covenants, represents and warrants the following:

9.1. All content developed on behalf of DISTRICT, in whole or in part, solely or jointly by CONSULTANT and all of CONSULTANT's employees, associates or subcontractors assisting in creating developments and/or other work product, whether or not copyrightable or otherwise protected, including, without limitation, advertisements and marketing material ("Work Product") arising from Services performed pursuant to, or arising out of the DISTRICT's engagement of CONSULTANT, or previously conceived in anticipation of work to be performed in regard to DISTRICT's engagement of CONSULTANT, shall be deemed "work made for hire" as defined in the copyright laws of the United States of America (17 U.S.C. §101 et seq.) and DISTRICT shall own all right, title, and interest, including, without limitation, all copyrights and other intellectual property right, title, and interest ("Right") in and to the Work Product.

9.2. To the extent that CONSULTANT is deemed to have or retain any Right or otherwise possess any Right in and to any Work Product, CONSULTANT hereby assigns, transfers, and conveys, all such Right to DISTRICT.

9.2.1. CONSULTANT shall execute all documents and undertake all actions necessary to clarify that the DISTRICT maintains the ownership of all of the Work Product and to allow DISTRICT to apply for registrations of the Work Product, as well as maintain any registrations gained, including, without limitation, the Intellectual Property Assignment set forth in Paragraph 10.

9.3. CONSULTANT hereby waives and releases any claim of infringement of any Right of CONSULTANT (whether based in any intellectual property Right, other proprietary interest whatsoever, or fiduciary theory)

in, to or respecting any Work Product (including, without limitation, any claim based on any CONSULTANT's rights in any Work Product which may be construed as "works of visual art" as defined in the Visual Arts Rights Act of 1990, 17 U.S.C. 106A) and shall never challenge nor dispute DISTRICT's Right in and to the Work Product.

10. INTELLECTUAL PROPERTY ASSIGNMENT:

In consideration of the covenants, representations and warranties set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONSULTANT hereby sells, conveys, transfers and assigns to DISTRICT all of CONSULTANT's right, title, license and interest (including, without limitation, all intellectual property right, title, license and interest) in and to any and all Work Product designed, developed, or created by CONSULTANT or otherwise arising out of the CONSULTANT's Services or Work and related content by and for the benefit of DISTRICT (including, without limitation, patent applications, issued patents, prototypes for the purpose of same, and other associated derivatives) including, without limitation, all marks, all goodwill associated with such patents, trade secrets, and copyrights in and to, relating to, associated with and/or arising from the Work, the right to applications, issuance, continuations, and divisionals of such patents and the right to applications, registrations, renewals, reissues, and extensions of such marks and copyrights, and the right to sue and recover for any past and/or continuing infringements or contract breaches, said rights, titles, licenses and interests to be held and enjoyed by DISTRICT, for DISTRICT's own use and benefit and for the use and benefit of DISTRICT's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by CONSULTANT if this sale, conveyance, transfer and assignment had not been made.

11. INTERPRETATION:

The Parties agree that neither Party shall be deemed the drafter of this Agreement and, in the event this Agreement is ever construed by a court of law or equity, such court shall not construe this Agreement or any provision hereof against either Party as drafter of this Agreement.

12. CONFLICT OF INTEREST:

During the course of performance of this Agreement, CONSULTANT will not contract with any client whose interest is adverse to or would require CONSULTANT to take a position contrary to that of the Las Vegas Valley Water District and/or the Southern Nevada Water Authority.

13. PROHIBITION AGAINST COMMISSION FOR OBTAINING AGREEMENT:

CONSULTANT warrants that no person or company has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees; nor has CONSULTANT paid or agreed to pay any person, company, corporation, individual or firm other than a partner or bona fide employee, any fee, commission, contribution, donation, percentage, gift, or any other consideration, contingent upon or resulting from award of this Agreement. For any breach or violation of this warranty, DISTRICT shall have the right to terminate this Agreement without liability, or at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any other damages.

14. PROHIBITION AGAINST INTEREST BY GOVERNMENT EMPLOYEES:

14.1. No officer, employee, or member of the governing body of DISTRICT shall (1) participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested or (2) have any interest, direct or indirect, in this Agreement or the proceeds thereof.

14.2. CONSULTANT represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Agreement. CONSULTANT further covenants that in the performance of said Services, no person having any such interest shall be employed.

14.3. No member of, delegate to, or officer or employee of the legislative, executive or judicial branches of the government of the United States, of the State of Nevada or any of its political subdivisions shall be entitled to any share or part hereof or to any benefit to arise therefrom.

15. COMPLETENESS AND ACCURACY OF CONSULTANT'S WORK:

15.1. CONSULTANT shall be responsible for the completeness and accuracy of its research, supporting data, and any final reports or other deliverables prepared or compiled pursuant to this Agreement and shall correct, at its expense, all errors or omissions therein.

15.2. The cost necessary to correct those errors attributable to CONSULTANT and any damage incurred by DISTRICT as a result of additional costs caused by such errors shall be chargeable to CONSULTANT. The fact that DISTRICT has accepted or approved CONSULTANT's Work shall in no way relieve CONSULTANT of any of its responsibilities.

16. INDEMNIFICATION:

CONSULTANT shall indemnify, hold harmless, and defend without cost to DISTRICT, its Board of Directors and its officers, agents, and employees ("DISTRICT Parties"), against any and all losses, claims, costs, damages, actions, proceedings, and liability arising out of, resulting from, or in any way incidental to CONSULTANT's provision of Services or Work under this Agreement. This indemnification includes, but is not limited to, claims for or by reason of any death or deaths of, or any physical injury or injuries to, any person or persons or damage to real or personal property of any kind whatsoever, whether the person(s) or property of CONSULTANT, its agents, or of third parties; harassment or discrimination or any theory of joint or dual employment by CONSULTANT's employees, agents, subcontractors, arising out of the Services or Work under this Agreement; negligence, whether active, passive or contributory, of DISTRICT Parties; or infringement on any U.S. patent (issued as of the Effective Date) or any copyright or trademark. DISTRICT Parties may assume, at their sole option, control of the defense, appeal or settlement of any third-party claim for which CONSULTANT has indemnified DISTRICT Parties by giving written notice of the assumption to CONSULTANT. DISTRICT Parties may not settle or compromise any claim or consent to the entry of any judgment regarding claims for which CONSULTANT has indemnified DISTRICT Parties without the prior written consent of CONSULTANT, which consent shall not be unreasonably withheld, conditioned or delayed. The indemnification provided by CONSULTANT to DISTRICT Parties applies to all insurance policies of CONSULTANT, whether primary, excess or umbrella coverage is provided to CONSULTANT.

17. SCHEDULE FOR PERFORMANCE OF SERVICES:

17.1. Time is of the essence in this Agreement.

17.2. If CONSULTANT's performance of Services is delayed or if CONSULTANT's sequence of tasks is changed, CONSULTANT shall notify DISTRICT's representative in writing of the reasons for the delay and prepare a revised schedule for performance of Services. The revised schedule is subject to DISTRICT's written approval.

18. INSURANCE:

18.1. General:

18.1.1. CONSULTANT shall not commence Work under this Agreement until it has obtained all insurance required under this Agreement with insurance companies reasonably acceptable to DISTRICT, nor shall CONSULTANT allow any subcontractor to commence Work until all similar insurance required of the subcontractor has been so obtained. CONSULTANT shall continue to pay all premiums due for the insurance required under this Agreement during the applicable policy periods and shall notify DISTRICT of any changes to their insurance coverage.

18.1.2. DISTRICT shall be named as an additional insured, under CONSULTANT's commercial general liability, automobile liability, excess and/or umbrella liability policies. In the event of a loss arising out of or related to the performance of the Work by CONSULTANT or its subcontractor(s) hereunder, all insurance required under this Agreement shall be primary (pay first) with respect to any other insurance which may be available to DISTRICT, regardless of how the "other insurance" provisions may read. CONSULTANT agrees to waive its rights of subrogation against DISTRICT, and CONSULTANT's insurers shall also waive their rights to recover, as evidenced by an endorsement. The additional insured and waiver of subrogation language shall read as follows:

The Las Vegas Valley Water District, its members and affiliated companies, successors or assigns, including their directors, officers and employees individually and collectively when acting in the scope of the employment. Also, all owners of the property where the Work will be performed.

18.1.3. DISTRICT shall also be named as an additional insured under the subcontractor's insurance policies. Any deviation from the required insurance requirements will need to be approved by DISTRICT in writing. Nothing contained in this Paragraph is to be construed as limiting the extent of CONSULTANT's or subcontractor's liability for claims arising out of this Agreement. CONSULTANT and subcontractor shall be responsible for insuring all of its own personal property, tools and equipment.

18.1.4. If CONSULTANT fails to procure and maintain the insurance as required herein, in addition to other rights or remedies, DISTRICT shall have the right, if DISTRICT so chooses, to procure and maintain the required insurance in the name of CONSULTANT with DISTRICT as an additional named insured. CONSULTANT shall pay the cost thereof and shall furnish all necessary information to maintain the procured insurance. In the event CONSULTANT fails to pay the cost, DISTRICT has the right to set off any sums from the compensation due to CONSULTANT set forth in this Agreement and directly pay for such coverage.

18.1.5. With respect to all insurance required under this Agreement, the deductible shall not exceed $50,000 without the prior written approval of the Risk Manager of DISTRICT.

18.2. Evidence of Insurance:

18.2.1. CONSULTANT's insurance shall be written with a property and casualty insurance company with an AM Best Financial Strength Rating of A- or higher and an AM Best Financial Size Category of Class VIII or higher.

18.2.2. Within 10 working days after the Effective Date, CONSULTANT shall deliver to the DISTRICT a certificate of insurance documenting the required insurance coverage. Upon request of DISTRICT, CONSULTANT agrees to provide a copy of all insurance policies required under this Agreement.

18.2.3. Renewal certificates shall be provided to DISTRICT not later than 15 days prior to the expiration of policy coverage.

18.2.4. All insurance policies shall require the insurer to provide a minimum of 60 calendar days' prior notice to DISTRICT for any material change in coverage, cancellation, or non-renewal, except for non-payment of premium, for which the insurer shall provide 30 days' prior notice.

18.3. Insurance Coverages:

18.3.1. Commercial General Liability Insurance: CONSULTANT shall maintain commercial general liability insurance, contractual liability, protective liability from independent contractors, property damage liability, bodily injury liability, and personal injury liability with limits of $1,000,000 per occurrence, and $2,000,000 annual aggregate. The limit may be satisfied by a combination of primary and excess/umbrella insurance.

18.3.2. Business Automobile Insurance: CONSULTANT shall maintain business auto insurance for any owned, non-owned, hired, or rented vehicle with a limit of $1,000,000 combined single limit for bodily injury and property damage liability. The limit may be satisfied by a combination of primary and excess/umbrella insurance.

18.3.3. Workers Compensation & Employers Liability Insurance: CONSULTANT shall maintain statutory workers compensation insurance in accordance with the laws of the state where such compensation is payable. In addition, the insurance CONSULTANT maintains shall comply with Nevada Industrial Insurance Act, NRS Chapters 616 and 617, for all of its employees performing Services or Work pursuant to this Agreement.

CONSULTANT shall maintain employers' liability insurance with limits of $1,000,000 per accident and $1,000,000 for each employee for injury by disease. CONSULTANT shall maintain insurance for benefits payable under the U.S. Longshore and Harbor Workers Act and the Jones Act, for exposures that may exist.

In the event CONSULTANT is permissibly self-insured for workers' compensation insurance in the State of Nevada, CONSULTANT shall deliver to the DISTRICT a copy of the Certificate of Consent to self-insure issued by the State of Nevada.

18.3.4. Professional Liability Insurance: CONSULTANT shall maintain professional liability insurance applicable to CONSULTANT's Services or Work as set forth in this Agreement, with limits of not less than $1,000,000 for each occurrence and $1,000,000 policy aggregate. This coverage should

be maintained for a period of not less than two years after completion of CONSULTANT's Work as set forth in this Agreement.

19. TERMINATION:

DISTRICT'S General Manager or his/her designee may terminate this Agreement on 30 days prior written notice. In the case of termination by the DISTRICT, the DISTRICT shall pay CONSULTANT for all Work performed to the effective date of termination and the reasonable costs of transferring all documentation of all Work to DISTRICT.

20. REVIEWS:

CONSULTANT shall submit draft reports and other materials for review by DISTRICT prior to the submission of a final report on materials. Due dates will be negotiated, but in every instance, earlier submittal is encouraged.

21. CONFIDENTIALITY AND RELEASE OF INFORMATION:

Through the terms of this Agreement, CONSULTANT may furnish DISTRICT with information that CONSULTANT has independently determined to be confidential under Nevada law and that CONSULTANT will label "Confidential Information". "Confidential Information" means confidential and proprietary information of CONSULTANT that is disclosed to DISTRICT which, in the case of written information, is marked "confidential" and which, in the case of information disclosed orally, is identified at the time of the disclosure as confidential and will be summarized and confirmed in writing as such by CONSULTANT to DISTRICT within 30 calendar days of the disclosure. Confidential Information shall not include information that: (1) is now or subsequently becomes generally available to the public through no fault or breach of DISTRICT; (2) DISTRICT can demonstrate to have had rightfully in its possession prior to disclosure by CONSULTANT; (3) is independently developed by DISTRICT without the use of any Confidential Information; or (4) DISTRICT rightfully obtains from a third party who has the right to transfer or disclose it.

DISTRICT and CONSULTANT recognize DISTRICT's duties under the Nevada Public Records Act and do not, by this Agreement, intend to alter DISTRICT's duties thereunder or to require DISTRICT to do, or refrain from doing, anything contrary to the Nevada Public Records Act. DISTRICT's Office of General Counsel shall be permitted to make an independent determination as to whether any document or record marked "confidential" is confidential or is a public record, pursuant to the Nevada Public Records Act. If DISTRICT's Office of General Counsel determines that any document or record supplied by CONSULTANT and marked "confidential" is determined to be a public record DISTRICT may disclose that document or record to the extent required by the Nevada Public Records Act with prior notice to CONSULTANT. Upon receipt of any request for Confidential Information, this Agreement, or any part thereof, the DISTRICT will promptly forward the request to CONSULTANT and work with CONSULTANT in good faith to minimize the extent of the disclosure to the extent requested by CONSULTANT and permitted by the Nevada Public Records Act.

Further, CONSULTANT shall make public information releases only as provided for and in accordance with this Agreement. Any and all other public releases of information gathered, obtained, or produced during the performance of this Agreement must be specifically approved in writing by DISTRICT prior to release. Such information shall include, but is not limited to, all products, intellectual property, Work Product, ideas, data, reports, background materials, and any and all other materials belonging to DISTRICT. Such public releases of information shall include, but are not limited to, publication in any book, newspaper, magazine, professional or academic journal, the Internet, radio, television, and presentations to professional, academic, and/or other groups or conferences.

22. USE OF MATERIALS:

22.1. DISTRICT shall make available to CONSULTANT such materials from its files as may be required by CONSULTANT in connection with its performance of Services under this Agreement. Such materials shall remain the property of the DISTRICT while in CONSULTANT's possession.

22.2. Upon termination of this Agreement, CONSULTANT shall turn over to DISTRICT any property of DISTRICT in its possession and any calculations, notes, reports, or other materials prepared by CONSULTANT in the course of performing this Agreement. Any proprietary software or other tools of CONSULTANT used to execute the Work shall remain the property of CONSULTANT.

23. DATA PRIVACY AND SECURITY:

23.1. Nevada's data security laws (NRS Chapter 603A) require businesses to implement and maintain reasonable security measures and to encrypt Personal Information before electronically transmitting it outside of an internal secured network. "Personal Information" is a natural person's first name or first initial and last name in combination with any one or more of the following data elements: 1) social security number; 2) driver's license number or identification card number; or 3) account number, credit card number or debit card number, in combination with any required security code, access code or password that would permit access to the person's financial account; 4) medical or health insurance identification number; and 5) a user name, unique identifier or email address in combination with a password or other information that would permit access to an account. Civil penalties, including money damages, may be awarded to an aggrieved party for violation of this law.

23.2. CONSULTANT shall comply with Nevada's data security laws and with the terms and conditions set forth in this Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure of Personal Information transmitted to it by DISTRICT.

23.3. CONSULTANT shall ensure that DISTRICT data is stored only in data center(s) that are subject to United States federal jurisdiction.

23.4. CONSULTANT shall maintain a written information security program, including appropriate policies and procedures that are reviewed for new risk assessments at least annually.

23.5. CONSULTANT shall implement administrative, physical and technical safeguards to protect Personal Information from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

23.6. CONSULTANT agrees to notify the DISTRICT without unreasonable delay and in the most expedient time possible of a security breach where unencrypted Personal Information transferred to CONSULTANT by the DISTRICT was or is reasonably believed to have been acquired by an unauthorized person.

24. RECORDS:

CONSULTANT shall retain financial and other records related to this Agreement for six years after the completion or termination of this Agreement, and shall make available to DISTRICT for inspection, all books, records, documents, and other evidence directly pertinent to performance under this Agreement upon reasonable notice.

25. ASSIGNMENT:

CONSULTANT shall not assign or transfer its interest in this Agreement without the prior written consent of DISTRICT. If CONSULTANT assigns or transfers without prior written approval, the assignment or transfer shall be void, and not merely voidable.

26. SEVERABILITY:

If any term of this Agreement is to any extent illegal, invalid, or unenforceable, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms of this Agreement shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Paragraph should materially and adversely affect the economic substance of the transactions contemplated in this Agreement, the Party adversely impacted shall be entitled to compensation for such adverse impact.

27. NON-DISCRIMINATORY EMPLOYEE PRACTICES:

27.1. CONSULTANT and any subcontractor working under the authority of CONSULTANT, who is responsible for the selection, referral, hiring, or assignment of workers for the Services provided pursuant to this Agreement, is required to comply with all applicable provisions of Title VII of the Civil Rights Act of 1964,

Age Discrimination in Employment Act, the Civil Rights Act of 1991, the Equal Pay Act, Title I of the Americans with Disabilities Act and all associated rules and regulations.

27.2. CONSULTANT recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status, the DISTRICT may declare CONSULTANT in breach of the Agreement, terminate the Agreement, and designate CONSULTANT as non-responsible.

28. EQUAL EMPLOYMENT OPPORTUNITY:

28.1. CONSULTANT and any subcontractor working under the authority of CONSULTANT, who is responsible for the selection, referral, hiring, or assignment of workers for the Services provided pursuant to this Agreement, is required to comply with all applicable provisions of Title VII of the Civil Rights Act of 1964. This requirement includes compliance with Equal Employment Opportunity Commission regulations that prohibit discrimination based upon race, color, religion, sex, or national origin. Furthermore, CONSULTANT shall in all relevant manners comply with the Age Discrimination in Employment Act, the Civil Rights Act of 1991, the Equal Pay Act, and Title I of the Americans with Disabilities Act.

28.2. CONSULTANT shall make all necessary documentation as required to comply with the Acts referred to above and shall make such documentation immediately available to DISTRICT upon DISTRICT's request. CONSULTANT is solely liable for failure to comply with this provision.

29. APPLICABLE LAW:

Nevada law shall govern the interpretation of this Agreement, without reference to its choice of law provisions.

30. VENUE:

The Parties agree that venue for any dispute arising from the terms of this Agreement shall be Clark County, Nevada.

31. ATTORNEY'S FEES:

In the event that any Party commences an action to enforce or interpret this Agreement, or for any other remedy based on or arising from this Agreement, the prevailing party therein shall be entitled to recover its reasonable and necessary attorneys' fees and costs incurred.

32. NO THIRD-PARTY RIGHTS:

This Agreement is not intended by the Parties to create any right in or benefit to parties other than DISTRICT and CONSULTANT. This Agreement does not create any third-party beneficiary rights or causes of action.

33. WAIVER:

The failure of either Party to enforce at any time, or for any period of time, the provisions hereof shall not be construed as a waiver of such provisions or of the rights of such Party to enforce each and every such provision.

34. CAPTIONS:

The captions contained in this Agreement are for reference only and in no way to be construed as part of this Agreement.

35. COUNTERPARTS:

This Agreement may be executed in any number of counterparts and by the different Parties on separate counterparts, each of which, when so executed, shall be deemed an original, and all counterparts together shall constitute one and the same instrument.

36. INTEGRATION:

This Agreement contains the entire understanding between the Parties relating to the transactions contemplated by this Agreement, notwithstanding any previous negotiations or agreements, oral or written, between the Parties with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements,

understandings, representations and statements, oral or written, regarding the subject matter of this Agreement are merged in this Agreement and shall be of no further force or effect.

37. NOTICES:

Any and all notices, demands or requests required or appropriate under this Agreement (including invoices) shall be given in writing and signed by a person with authorization to bind CONSULTANT or DISTRICT, either by personal delivery, via a scanned document sent via email, or by registered or certified mail, return receipt requested, addressed to the following addresses:

To CONSULTANT:	Hobbs, Ong & Associates, Inc. Attention: Kathy Sisolak 3900 PARADISE RD #152 LAS VEGAS, NV 89109 kathy@hobbsong.com
To DISTRICT:	Las Vegas Valley Water District Attention: Kevin Bethel 1001 S. Valley View Blvd. Las Vegas, Nevada Kevin.Bethel@lvvwd.com
With copy to: (excluding invoices)	Las Vegas Valley Water District Attention: General Counsel 1001 S. Valley View Blvd. Las Vegas, Nevada 89153 generalcounsel@lvvwd.com

When notice is given by mail, it shall be deemed served three business days following deposit, postage prepaid in the United States mail. When notice is given by email transmission, it shall be deemed served upon receipt of confirmation of transmission if transmitted during normal business hours or, if not transmitted during normal business hours, on the next business day following the email transmission.

The Parties may designate a new contact person under this provision for notices or invoices or change the addresses or email addresses identified above by notifying the other Party in writing.

38. AMENDMENT:

This Agreement may only be amended or modified in a writing stating specifically that it amends this Agreement and is signed by an authorized representative of each party.

39. AUDITS:

The performance of this Agreement by CONSULTANT is subject to review by DISTRICT to ensure contract compliance at the discretion of DISTRICT. CONSULTANT agrees to provide DISTRICT any and all information requested that relates to the performance of this Agreement. All requests for information will be in writing to CONSULTANT. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for suspension and/or termination of the Agreement.

40. SURVIVAL:

Subject to the limitations and other provisions of this Agreement, the obligations contained in: (a) Paragraph 39 (Audits) of this Agreement will survive the expiration or earlier termination of this Agreement for a period of 12 months after such expiration or termination; and, (b) Paragraphs 9 (Intellectual Property Acknowledgment), 10 (Intellectual Property Assignment), 16 (Indemnification), 21 (Confidentiality and Release of Information), 23 (Data Privacy and Security), 29 (Applicable Law), 30 (Venue), and 31 (Attorney's Fees) of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of this Agreement indefinitely.

41. FORCE MAJEURE:

41.1. A Force Majeure Event is defined as an act beyond the affected party's reasonable control, including: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, with a direct impact on this Agreement; (d) if site access is necessary to perform the Work under this Agreement, site restrictions for elevated security risks; and (e) industry-wide strikes with a direct impact on this Agreement. CONSULTANT's economic hardship and changes in market conditions are not considered Force Majeure Events.

41.2. Both the DISTRICT and the CONSULTANT have evaluated the effects of COVID-19 on this Agreement. The DISTRICT and the CONSULTANT expressly agree that COVID-19 and what is known about COVID-19 as of the execution of this Agreement are not considered Force Majeure Events.

41.3. Where CONSULTANT is prevented from completing any part of the Work under the Agreement due to a Force Majeure Event, the DISTRICT and CONSULTANT shall agree to an extension of time in an amount equal to the time lost due to such delay, the agreed extension shall be the CONSULTANT's sole and exclusive remedy for such delay, and CONSULTANT shall not be entitled to an increase in the sums due under Agreement. CONSULTANT shall provide a revised schedule for performance in accordance with Paragraph 17.2.

41.4. The Party suffering a Force Majeure Event shall give notice within 5 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

42. COMPANIES THAT BOYCOTT ISRAEL:

CONSULTANT certifies that it is not engaged in, and agrees for the duration of the Agreement and any renewal terms, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

43. ELECTRONIC SIGNATURES:

Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties are intended to authenticate this writing and to have the same force and effect as manual signatures.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year last entered below.

HOBBS, ONG & ASSOCIATES INC.	**LAS VEGAS VALLEY WATER DISTRICT**
Signature	Signature
Print Name	Print Name
Title	Title
Date	Date

EXHIBIT A

SCOPE OF SERVICES

A. Financial Planning

1. Review and make recommendations regarding the short and long-term capital improvement programs in order to match sources of capital funding to infrastructure needs.
2. Provide financial feasibility studies which will include financing alternatives, amortization schedules, revenue estimates, revenue alternatives, rate modeling and analysis, and make recommendations to the DISTRICT as to the optimal financing strategy.
3. As requested, evaluate proposals and/or studies provided to the DISTRICT, by outside interested parties, relative to the financing of capital projects, financial transactions, and other transactions (e.g., water or power supply purchases) and report findings to the DISTRICT.
4. Assist the DISTRICT in debt management policy and other financial policy development, including policies and procedures for measuring and making financial decisions.

B. Managing and Issuing Debt Securities

1. Review existing debt structure to identify strengths and weaknesses of structure, identify restructuring and refunding opportunities.
2. Develop and analyze appropriate debt structure alternatives and bond financing schedules.
3. Assist the DISTRICT with credit rating management and upgrade strategies.
4. Assist the DISTRICT in the development of the terms of the financing and make recommendations concerning the terms and conditions and method of sale (including competitive or negotiated sale, group net or net designated, etc.) upon which the securities are to be issued and sold, including final repayment schedules, call and redemption features, reserve funds, revenue options, coverage requirements, and other details.
5. Coordinate the sale of bonds or other securities, including developing and maintaining schedule, coordinating meetings and document calls, evaluating and recommending pricing schedule. Provide analyses and updates and a final closing memorandum summarizing the sale.
6. Develop and review financing documents including the Preliminary and Final Official Statement, which sets forth financial and other information about the DISTRICT and a description of the security issue, for each contemplated debt issuance planned to be sold at a public sale.
7. Assist the DISTRICT and the underwriter in preparation of an Official Statement for issues planned to be sold at a private sale. The preparation of the material will be in general conformance with Government Finance Officers Association Disclosure Guidelines for Offerings of Securities by State and Local Governments.
8. Review Official Statements not prepared by the CONSULTANT and report findings to the DISTRICT.
9. Confer with legal counsel, disclosure counsel, bond attorneys, underwriters, bankers, actuarial firms, and accountants selected.
10. Assist the DISTRICT with presentations made to the Debt Management Commission to secure its approval for issuance of securities.
11. Inform the DISTRICT of market conditions and advise the DISTRICT as to appropriate timing for securities sale.
12. Participate with the DISTRICT in due diligence meetings.
13. Assist in the procurement of other financial services such as bond counsel, disclosure counsel, credit provider, trustee, printer and verification agent.
14. Assist the DISTRICT in establishing a marketing plan via widely circulated financial journals and publications, to obtain publicity for the DISTRICT's security sale.
15. Work with the DISTRICT and underwriters to develop appropriate marketing and investor materials as needed to support a negotiated sale of securities.
16. Assist the DISTRICT with preparation of materials for rating agency presentations.

17. Review bids to verify calculations are in conformance with the specifications, and make recommendations, for award of bids on competitive sales.
18. Assist with the pricing of bonds.
19. Perform the necessary functions in connection with the pricing, which include acting as liaison, assembling documents, and participate in all closings.

C. Other Services

1. Attend meetings as requested by DISTRICT, including meetings with matters directly or indirectly related to the planning and management of DISTRICT's debt.
2. Monitor and report local, State, and Federal regulations that may affect the DISTRICT's debt position.
3. Consult with the DISTRICT concerning investment of security proceeds with particular attention to arbitrage and filing requirements of the U.S. Treasury Department.
4. The DISTRICT will assist the CONSULTANT with the identification of any potential instances of material events.
5. CONSULTANT will work with DISTRICT to notify, or cause to be notified, in accordance with requirements, all affected parties of any material event disclosures and potential impacts.

D. Citizen Advisory Committee Support

The CONSULTANT will participate through the Rates and Rules Citizens Advisory Committee process, in which the committee is expected to consider and make recommendations about Las Vegas Valley Water District Service Rules, water rates and charges. As such, the CONSULTANT will:

1. Assist with financial modeling and provide guidance related to any discussion and recommendations made by the committee.
2. Attend meetings in conjunction with or on behalf of the DISTRICT with stakeholder groups or other affected parties as may be requested by the DISTRICT.

E. Rates & Fee Schedule

The CONSULTANT shall be compensated for its services in accordance with the rate schedule below.

The fee and expenses for issuance of securities (transactions), refundings or new money, is contingent and is payable only upon the successful delivery of any securities. The fee shall be paid only from the proceeds of sale of the securities or other legally available sources. The minimum fee for each series of securities shall be $12,000. The maximum allowable fee for each series of securities shall be $125,000 (not including expenses). A bond issuance for the same general purpose which is issued on the same day and uses the same Official Statement will normally be considered as one series of securities even though the issuance is sub-divided into different series, (e.g., Series A, Band/or C).

<u>Transaction Fee Based on Amount of Issue</u>

To $5,000,000	$0.3969 per $100
Additional Securities from $5,000,001 to $15,000,000	$0.1764 per $100
Additional Securities from $15,000,001 to $30,000,000	$0.0662 per $100
Additional Securities from $30,000,001 to $60,000,000	$0.0353 per $100
Additional Securities from $60,000,001 to $150,000,000	$0.0176 per $100
Additional Securities more than $150,000,000	$0.0088 per $10

In addition, the DISTRICT agrees to reimburse all expenses incurred in the performance of the consulting services rendered, including but not limited to, travel, lodging, meals, long distance telephone calls, printing, reproduction, advertising and other expenses, subject to approval, as identified in Exhibit B Travel Expense Reimbursement Policy.

F. With thirty (30) days notice, either Party may request, in writing to the other Party, a review and revision of the rate schedule above. At that time, the rate schedule may be open to negotiation by either Party to provide for an increase or decrease of the rates, subject to changes in market conditions.

G. The following services shall be excluded from the standard bond fee schedule above and shall be negotiated under separate agreement if such services are required:

1. Analysis and procurement of interest rate swaps and hedges and post-sale swap support and compliance services.

2. Analysis and procurement of fuel hedges.
3. Open market escrow analyses and bidding/procurement of open market and or State and Local Government Series (SLGS) securities for escrows, except as escrows may apply to SLGS for current and advanced refunding.
4. Arbitrage rebate compliance strategies, analyses and filings.
5. Bond proceeds' investments.

H. The DISTRICT agrees to pay a retainer of $4,150 per month. Upon mutual consent of the Parties, the fees for financial planning, committee support, and other services beyond the retainer amount and not directly related to issuance of securities (such as studies, negotiations, financial plans, reports, preparation of memoranda, and any other matters for which the DISTRICT may request assistance) will be billed to the DISTRICT on a time and materials basis plus expenses incurred in providing such services within the limit stated in the Agreement, Paragraph 4 (Limitation on Costs) and in accordance with the following hourly rates:

Managing Director	$325
Director/Senior Managing Consultant	$275
Consultant	$225
Senior Analyst	$195
Associate/Analyst	$175

I. Invoices

Invoices shall be submitted to the Las Vegas Valley Water District Attention: Chief Financial Officer and shall state information as outlined in the Agreement, Paragraph 3 (Compensation), including:

1. The agreed upon amount as per Paragraph E and H of this Section.
2. A list of expenses as noted in Paragraph E and H of this Section.
3. Invoices for the Services identified in Paragraph A and B of this Section shall be invoiced separately.

EXHIBIT B

TRAVEL EXPENSE REIMBURSEMENT POLICY

CONSULTANT will bill all such expenses to DISTRICT at cost without markup. CONSULTANT will provide receipts, bills, or other documentation to support expenses billed to the DISTRICT that are not covered under a per diem. At no time will DISTRICT reimburse CONSULTANT for any travel time charges. DISTRICT reserves the right to approve all travel plans and expected costs prior to trips.

DISTRICT shall reimburse CONSULTANT according to the following expense reimbursement policy utilizing the U. S. General Services Administration travel rates (http://www.gsa.gov/portal/content/104877) for the time of travel "GSA Travel Rates".

1. Air Travel

   - Lowest Fare Routing: Air travel should be in economy (coach) class and booked and expensed at the lowest available airfare.
   - Flight Changes: Any changes to flight reservations which result in an additional cost must be pre-approved by DISTRICT.
   - Additional Fees: The DISTRICT will not reimburse for convenience charges to include, but not limited to, charges for early boarding, assigned seating, or seat upgrades.

2. Lodging

   - Hotel Selection: CONSULTANT shall invoice DISTRICT using the GSA Lodging Rate. Higher rates must be pre-approved by DISTRICT. If CONSULTANT submitted rate is above GSA Lodging Rate without pre-approval, the DISTRICT reserves the right to reimbursement at GSA rate, plus associated taxes calculated at GSA rate only.
   - Additional Fees: If additional fees are charged in association with lodging (e.g. Resort Fees) the DISTRICT reserves the right to limit reimbursement up to $30 plus tax.

3. Ground Transportation

   - Car Rentals: Cars are to be rented when other means of transportation are unavailable, more costly, or impractical. The use of a rented car should be justifiable as a business need and not as a matter of personal convenience. Mileage will not be reimbursed for rentals. Insurance, GPS units, and other accessories offered by rental agencies will not be reimbursed.
   - Taxi, Ride Sharing Services, and Other Local Transportation: The cost of ground transportation to and from places of business, hotels, or airports in direct connection with DISTRICT business is reimbursable.
   - Mileage: CONSULTANT shall invoice DISTRICT for mileage using the IRS Standard Mileage Rate when personal vehicles are used in connection with business activities and must be preapproved by DISTRICT.

4. Meals and Incidentals

Per Diem: A per diem allowance will be paid for each day of travel. Per diem is to cover all meals and other incidental charges and does not require submission of receipts. CONSULTANT shall invoice DISTRICT using the GSA Travel Rate per diem.

Incidental Expense: The following incidental expenses, when directly related to company business, are reimbursable and are not part of per diem expense:

   - Parking/tolls in connection with operation of personal or rented vehicle. Self-parking charges are preferred; valet parking charges will be reimbursed only if there are no other parking options.
   - Long-distance telephone calls from hotel related to DISTRICT business are reimbursable.
   - Internet connection fees if required for DISTRICT business are reimbursable.

5. Tips

   - Tips of any nature are not reimbursable.

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM

June 1, 2021

Subject: Collective Bargaining Agreement with the Las Vegas Valley Public Employees Association
Petitioner: John J. Entsminger, General Manager
Recommendations: That the Board of Directors conduct a public hearing and approve the Collective Bargaining Agreement for employees represented by the Las Vegas Valley Public Employees Association, effective July 1, 2021, through June 30, 2026.

Fiscal Impact:
If approved, payroll cost is estimated to increase by approximately $348,585 for Fiscal Year 2021/22, which is available in the District's Operating Budget.

Background:
The Las Vegas Valley Public Employees Association (LVVPEA) has represented District employees under collective bargaining agreements since 1991. The attached Collective Bargaining Agreement (Agreement) is for a five-year term.

This Agreement contains one item with a financial impact, which is a cost-of-living adjustment. Annual cost-of-living adjustments will be calculated based on increases to the Consumer Price Index (CPI) for Pacific Cities, West A as of March of the same year.

The remaining changes modify language in the Agreement, including replacing "disability leave" with "sick leave" where appropriate. None of these language changes increase or decrease the pay for employees represented under this Agreement.

Attachment I summarizes the differences between the proposed Agreement and existing LVVPEA agreements.

Attachment II contains the entire proposed Agreement with the new language underlined and deleted language denoted by strikethrough.

Attachment III is the LVVPEA 2021-2022 Fiscal Impact Assessment Summary, which outlines by article elements unchanged from the existing LVVPEA agreements; elements changed with no fiscal impact; and elements changed resulting in a fiscal impact.

Attachment IV is the LVVPEA 2021-2022 Fiscal Impact Summary, which outlines the total cost of the proposed changes in year one of the Agreement for the 195 employees currently covered by this Agreement. Costs of remaining contract years depend on future data and cannot currently be calculated.

This action is authorized pursuant to NRS Chapter 288 and Sections 1(13) and 9(1) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved this item.

Respectfully submitted:

John J. Entsminger, General Manager
JJE:DLJ:MEM:sm
Attachments

AGENDA ITEM # **4**

Article I
2021 Las Vegas Valley Public Employees Association Agreement
Summary of Article Changes

Preamble
Update the effective date of the agreement.

Article 2 - Nondiscrimination
add 'they' to existing list of 'male' or 'female' for interpreting the use of gender pronouns in the Agreement.

Article 4 – Cost-of-Living Wage Adjustment
Update effective dates of cost-of-living wage adjustments.

Article 6 – Annual Paid Leave (Vacation)
Clarified requirement for cash out requests to align with payroll schedule.

Article 7 – Disability Leave
Replace the term "disability leave" with "sick leave," including title.*

Article 10 – Bereavement Leave
Clarified bereavement leave is paid via accrued sick leave first then holiday leave, annual leave or compensatory time.

Article 14 – Long-Term Disability Insurance
Clarified language to reflect current benefit level.

Article 17 – Family Care Program
Remove outdated language to reflect current program offering.

Article 18 – Physical Examinations
Replace 'borne' with 'paid.'

Article 22 – Miscellaneous
Eliminate language requiring hard copies of the Agreement and allow for electronic copies to be made available to bargaining unit members.

Article 23 – Pension Retirement
Remove reference to life insurance.

Article 26 – Hours, Overtime and Premium Pay
Remove non-probationary verbiage under 'Hours and Workweek.' Clarified requirement for cash out requests to align with payroll schedule.

Article 29 – Recruitment, Selection, Placement, Promotions and Transfers
Update language to reflect current process for job postings and recruitment.

Article 31 – Part-time and Temporary Employees
Two-year term added for temporary Customer Care positions.

Article 42 – Savings Clause
Title of article changed to 'Provisions of Law.' Verbiage added to include the agreement is subject to all Federal and State laws and regulations.

Article 43 – Effect of Agreement
Incorporated MOU regarding both parties complying with provisions of NRS ch. 288.

Article 44 – Duration
Third year economic re-opener option revised to begin the second year.

* The term "disability leave" updated to "sick leave" throughout Agreement where appropriate.

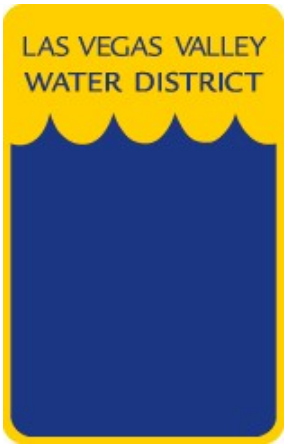
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

LAS VEGAS VALLEY PUBLIC EMPLOYEES ASSOCIATION

AND

LAS VEGAS VALLEY WATER DISTRICT



JULY 1, 2021 – JUNE 30, 2026

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PREAMBLE

This Agreement is made and entered into this 1st day of July, 2021, by and between the LAS VEGAS VALLEY WATER DISTRICT, whose address is 1001 South Valley View Boulevard, Las Vegas, Nevada, hereinafter referred to as the "District," and the LAS VEGAS VALLEY PUBLIC EMPLOYEES ASSOCIATION, hereinafter referred to as the "Association," as a product of the good faith bargaining efforts of both parties, and for the purpose of promoting harmonious employer/employee relationships and the efficiency of the District operations.

ARTICLE 1 - RECOGNITION

The District recognizes the Association as the exclusive collective bargaining representative for all regular full-time and part-time employees in the classifications listed in Appendix A, excluding positions in Human Resources, LVSP, the General Manager's staff, Management Aid Positions, Secretary to the Public Information Manager, and the Secretary to the Management Services Manager.

The parties have agreed that the above unit is the only appropriate unit, and that neither party shall seek a change to include or exclude an employee, position, or classification therein without mutual agreement, Employee-Management Relations Board decisions involving other employers and/or statutory revisions notwithstanding.

The District shall notify the Association, in writing, of its intent to establish any new position or classification, and its position on whether the new classification is a bargaining unit classification.

The Association shall notify the District within 14 calendar days of receipt of notification of any disagreement if the Association believes a classification belongs in the bargaining unit. The District and the Association shall meet and attempt to resolve the disagreement within seven (7) calendar days of the Association's notice to the District. If the parties are unable to agree at that meeting, or at subsequent mutually agreed-upon meetings, the District may post and fill the position, and the dispute shall be resolved by the Local Government Employee-Management Relations Board as provided under NRS 288.170.

If the new position is agreed to be, or determined by the Employee-Management Relations Board to be, a bargaining unit classification, the parties shall meet promptly and discussions shall be conducted pursuant to Article 28 (Classifications and Rates of Pay).

ARTICLE 2 - NON-DISCRIMINATION

A. There shall be no unlawful discrimination of any kind by the Association or the District against any employee on account of race, color, religion, sex, sexual orientation, sexual identity or expression, national origin, age, physical, visual or aural handicap, or Association membership or non-membership.

B. Any use of gender in this Agreement, including job classifications, shall be interpreted to either male, female or they.

ARTICLE 3 - EMPLOYER RETAINED RIGHTS

A. In order to operate its business and to maintain the efficiency of its operations, the District, 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 plants, facilities, equipment, and water conduits, and the personnel and work functions assigned thereto;

2. The products to be produced and sold, the facilities or water conduits to be constructed, and the services to be rendered, their quality and quantity, the methods and processes of service, maintenance, production, operation and construction, and the materials to be used;

3. The sales methods and sales price of all products and services; the purchase price of all purchases; and the legal, operational, organizational and financial structure of the District;

4. The services, tools, equipment, and machinery, except as limited by Article 20 (Safety); the production, maintenance and service standards;

5. The utilization of all District properties, easements, premises, equipment, and facilities;

6. The selection and hiring of all new employees; the promotion and demotion of all employees, except as limited by Article 29 (Recruitment, Selection, Placement, Promotions and Transfers); and

7. The number of employees; whether, when or where there is a job opening; whether to lay off employees as the result of the exercise of any rights of the District not limited by the clear and explicit language of this Agreement, and the number of employees to be laid off.

B. Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the rights of the District enumerated in Section (A) above not expressly limited by the clear and explicit language of this Agreement, or arising out of or in any way connected with the effects of the exercise of any of such above-described rights, is not subject to the grievance and arbitration provisions set forth in Articles 37 (Grievance Procedure) and 38 (Arbitration).

C. In addition to the retained rights enumerated above, the District shall also retain the right to determine, change, discontinue, alter, or modify, in all or in part, temporarily or permanently, any of the following matters except as limited by the clear and explicit language of this Agreement:

1. The subcontracting of the products to be produced, the services to be rendered, and the construction, operation, and maintenance of plants, facilities and water conduits, provided that this right shall not be exercised in any arbitrary or capricious manner;

2. The work pace, work performance levels, and standards of performance, provided that this right shall not be exercised in an arbitrary or capricious manner;

3. Whether any employee meets the established work pace, work performance levels, and standards of performance, provided that such rights shall be exercised in a reasonable manner;

4. Affirmative action plans to encourage the recruitment, training, retention, and promotion of minority group members and women, provided that this right will not be exercised in an arbitrary or capricious manner, and that the District will discuss with the Association any substantial changes in its affirmative action program prior to implementation thereof;

5. The methods of reporting and recording time worked, provided that this right shall not be exercised in an arbitrary or capricious manner;

6. The job classifications and the content, duties, and qualifications thereof, provided that this right shall not be exercised in an arbitrary or capricious manner, and that the District will discuss with the Association any substantial changes therein prior to implementation;

7. The direction and supervision of all of the employees, provided that this right shall not be exercised in an arbitrary or capricious manner;

8. The assignment and transfer of employees District-wide between job classifications, between shifts, and between reporting points, provided that this right shall not be exercised in an arbitrary or capricious manner;

9. Reasonable rules and regulations for all employees; provided that the District will discuss with the Association District-wide new rules governing employee conduct and behavior prior to implementation thereof, and will post and distribute copies of same to the employees and to the Association;

10. The hours of work, the workweek, and shift schedules, provided that this right shall not be exercised in an arbitrary or capricious manner;

11. The method of funding of each benefit including the identity and selection of each carrier, insurer, or trustee, provided that this right shall not be exercised in an arbitrary or capricious manner;

12. The procedures for the security of the employees, plants, premises, facilities, equipment, and properties of the District, provided that this right shall not be exercised in an arbitrary or capricious manner; and

13. The number of employees assigned to any particular task, function, machine, equipment, operation, or shift, except as limited by Article 20 (Safety), provided that this right shall not be exercised in an arbitrary or capricious manner.

D. The District retains the right to use surveillance cameras on a 24 hour/7 day per week/365 day basis with prior notification to the affected bargaining unit employees and the Association. The existing camera surveillance in the Customer Service Cashier area, Customer and Public Lobby areas and entrance doors to various buildings and work areas is exempt from this notice requirement. The District also retains the right to use surveillance for temporary purposes, such as suspicion of theft, sleeping on the job or threats of workplace violence/harassment with prior notification to the Association.

E. The rights of the District set forth in Sections (A) and (C) of this article are listed by way of example rather than limitation. All other rights of the District are also retained.

The exercise of any right reserved to the District herein in a particular manner, or the non-exercise of any such right, shall not be deemed a waiver of the District's right nor preclude the District from exercising the rights in a different manner.

F. None of the rights of the District set forth in this article may be exercised for the purpose of undermining the Association.

G. If there is a direct conflict between any of the above-mentioned rights of the District and the terms of other articles of this Agreement, the latter shall prevail.

ARTICLE 4 – COST-OF-LIVING WAGE ADJUSTMENTS

A. Effective with the first full pay period in July 2021, 2022, 2023, 2024 and 2025, LVVPEA unit employees shall receive a cost-of-living wage adjustment (COLA) equal to the annual increase as of March, per the Consumer Price Index, All items, All Urban Consumers, Pacific Cities, West-A.

B. The pay plan will be adjusted by the same percentage defined above at the same time employees receive their cost-of-living wage adjustment.

C. This article shall be automatically reopened if the Consumer Price Index, All Items, All Urban Consumers, Pacific Cities, West-A, as above in A, is above three percent (3%) or falls below one and one-half percent (1.5%).

ARTICLE 5 – HOLIDAYS

A. The District shall observe the following scheduled holidays:

New Year's Day (January 1)
Martin Luther King, Jr.'s Birthday (3rd Monday in January)
Presidents' Day (3rd Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (1st Monday in September)
Nevada Day (Last Friday in October)
Veterans Day (November 11)
Thanksgiving Day (4th Thursday in November)
Day after Thanksgiving (4th Friday in November)
Christmas Day (December 25)

Any day that may be declared by the Governor as a legal holiday shall be considered as an additional scheduled holiday.

B. Employees are eligible for pay equal to their established workday at their regular rate (including shift differential) if a scheduled holiday falls on their established work day.

Unless the Governor declares an additional legal holiday, each employee working 4/10's is eligible for a maximum of 90 hours of holiday pay per calendar year. Each employee working 5/8's is eligible for a maximum of 96 hours of holiday pay per calendar year. All holiday hours not used during the calendar year will be forfeited.

During some years the scheduled holidays that fall during an employee's established workweek may not total the 90 or 96 hours for which the employee is eligible. In those instances, an employee shall be eligible to use the difference

between the total scheduled holiday hours for that year and 90 or 96 hours as "floating" holiday hours.

Floating holiday hours may be used in increments of not less than two (2) hours.

Each employee is responsible for ensuring that he/she does not use floating holidays hours in excess of the eligible amount. Should this happen, the employee will have scheduled holiday time charged to accrued vacation or Leave WithOut Pay (LWOP) for any scheduled holidays for which no paid holiday hours are available. Calendars for various work schedules showing scheduled and floating holiday amounts for each year are available on the Hydroweb.

C. Newly hired employees will be entitled to the floating holiday hours during their first year of employment according to the following schedule:

Hired between January 1 – April 30	100%
Hired between May 1 – August 31	50%
Hired between September 1 – December 31	0%

D. An employee will be entitled to holiday pay if he/she is in pay status on the last working day before, and on his/her first working day after, the holiday.

E. If a holiday occurs during an employee's annual leave, it will be paid as holiday and not charged against accrued annual leave.

F. The District may, at its discretion, require employees to work on a holiday that falls on their regularly scheduled work day. An employee required to work on such a holiday shall receive, in addition to his/her holiday pay, pay at time-and-one-half for all hours worked on that day.

G. There will be no pay-off of unused holiday hours (scheduled or floating) upon separation from employment, unless the employee has been denied a timely request to use such hours.

ARTICLE 6 - ANNUAL PAID LEAVE (VACATION

A. Each employee, after completion of the probationary period, is entitled to paid annual leave.

B. One (1) year of credited service as used in this article means the same as the term is used in Article 33 (Seniority).

C. Annual leave will be determined pursuant to the table set forth below:

RATE OF ACCRUAL	FOR YEARS OF SERVICE
3.70 hours/pay period	0 – 3 years

4.62 hours/pay period	4 years – 12 years
6.20 hours/pay period	Over 12 years

D. Employees working 4/10's must have at least 60 paid hours during a pay period to earn an annual leave accrual. Employees working 5/8's must have at least 64 paid hours during a pay period to earn an annual leave accrual.

E. The maximum amount of annual leave an employee can carry over is 280 hours on the employee's service (anniversary) date. While additional hours can accumulate during the service year, if not used or sold back it will be lost as of that date.

The District will continue its present practice of notification to employees when their annual leave accrual balance exceeds 200 hours.

F. **SELL BACK** – An employee is eligible to "sell back" accrued leave in excess of 280 hours prior to his/her service date if the eligibility criteria outlined in paragraph (H) has been met.

G. **CASH OUT** - An employee may "cash out" annual leave one time during any calendar year providing that a minimum balance of 80 hours will remain after the cash out and the eligibility criteria outlined in paragraph (H) has been met.

The minimum amount an employee may cash out is 20 hours and requests must be made in accordance with the payroll schedule.

The maximum amount eligible to be cashed out is one-half (1/2) of the annual accrual rate; i.e., assuming all eligibility criteria are met, an employee earning leave at an annual rate of 96 hours per year could cash out up to 48 hours; an employee earning 160 hours per year could cash out up to 80 hours.

H. **ELIGIBILITY CRITERIA FOR SELL BACK OR CASH OUT** - An employee working 4/10's may sell back or cash out accrued leave on his/her service date if, during the preceding 12 months, the employee was permitted, after a timely request to do so, to take a minimum of 70 hours of leave, including one full week off.

An employee working 5/8's may sell back or cash out accrued leave on his/her service date if, during the preceding 12 months, the employee was permitted, after a timely request to do so, to take a minimum of 72 hours of leave, including one full week off.

A combination of leave and one (1) scheduled holiday may comprise the week as long as the employee is off a full-week.

For the purpose of qualifying for a sell back or cash out under this provision, the leave taken may include annual leave, floating holidays and compensatory time. ~~Disability~~ Sick leave IS NOT included.

NOTE: The "full week" may be broken by a weekend. For example, a 5/8's employee may take vacation on Thursday and Friday, a holiday on Monday and vacation on Tuesday and Wednesday. Another example, a 4/10 employee may take floating holidays on Wednesday and Thursday, a holiday on Monday, and annual leave on Tuesday.

I. Annual leave must be scheduled in advance, whenever possible, and will be scheduled by the District so as to minimize interference with normal operations. If more than one employee in a group requests the same vacation leave days at the same time, if all else is equal, seniority will break the tie. Except for scheduled preventive examinations (Article 7, Section B of ~~Disability~~ Sick Leave), annual leave shall not be used for ~~disability~~ sick leave purposes unless all ~~disability~~ sick leave is exhausted.

J. Annual leave shall be paid at the employee's regular rate of pay (excluding shift differentials) in effect on the shift immediately preceding the day the leave commences.

K. An employee shall accumulate paid annual leave on a pay period basis and upon termination of his employment shall be paid for all accumulated time not previously taken. Probationary employees shall not be entitled to payment for leave upon separation.

ARTICLE 7 - ~~DISABILITY LEAVE (~~SICK LEAVE~~)~~

A. **~~Disability~~Sick Leave Accrual** - ~~Disability~~Sick leave shall accrue for regular full-time employees at the rate of 3.70 hours per pay period. Employees working 4/10's must have at least sixty (60) paid hours during a pay period to earn a ~~disability~~sick leave accrual. Employees working 5/8's must have at least sixty-four (64) paid hours during a pay period to earn a ~~disability~~sick leave accrual. There shall be no limit to the amount of ~~disability~~sick leave that can be accumulated.

B. **Illness and Injuries** - Any employee is entitled to use accrued ~~disability~~sick leave when:

1. Incapacitated by illness, pregnancy, termination of pregnancy, or childbirth

2. Prevented from working by public health requirements;

3. Receiving required medical or dental service or examinations; or

4. There is illness in the employee's immediate family or stepfamily where such illness requires the employee's attendance.

~~Disability~~Sick leave may also be utilized in cases of industrial injury after expiration of the income maintenance provisions under Article 19 (Industrial Injury).

Annual leave and floating holidays shall not be used for ~~disability~~sick leave purposes unless all ~~disability~~sick leave is exhausted. The only exception to this is that an employee may at his/her option use annual leave or floating holidays for scheduled preventive medical, dental, or optical examinations. This exception doesn't apply to scheduled treatment for an existing condition.

C. **Notice of Intended Absence and Physical Examination Upon Return** - An employee who has been informed by his physician that he/she will be absent from work due to illness or disability for more than one (1) week shall inform his/her supervisor immediately and supply a notice from the physician of the anticipated length of absence as soon as a doctor's note can be obtained. An employee returning to work after an absence of 30 consecutive calendar days or more due to illness or disability shall submit certification by a licensed physician of fitness to perform his normal work assignments. Any physician examination costs associated with obtaining this certificate of fitness shall be borne by the employee.

D. **Abuse of ~~Disability~~Sick Leave** - ~~Disability~~Sick leave is extended to assist District employees when illness prevents them from working. If the District reasonably suspects abuse, the employee may be counseled and placed "on notice" (in writing) that for a reasonable period of time, up to 12 months, a physician's certificate will be required for future absences chargeable to ~~disability~~sick leave. This certification requirement may be either separate from or in conjunction with disciplinary action. Failure to provide a certificate, when an employee has been previously noticed of such a requirement, may result in the denial of paid leave and/or disciplinary action. Such a certificate is binding on the District in the absence of evidence to the contrary. Abuse of ~~disability~~sick leave by an employee may result in disciplinary action.

E. **Additional Leave** - Upon written request to his/her Department Head, a leave of absence without pay up to a maximum of six (6) months may be granted by the District for purposes normally covered by ~~disability~~sick leave when an employee's ~~disability~~sick leave has been exhausted. During such a leave of absence, the District may require the employee to undergo examination by a District selected physician at the expense of the District. The District will compensate employees who are legitimately ill or injured at their regular rate of pay for the time spent for such physical examinations. If, on the other hand, the examination indicates abuse on the part of the employee, he/she shall receive no payment for time spent during the examination and will be subject to discipline or discharge.

F. **Light Duty Work/Temporary Disability Reassignment** - Following the illness or injury of an employee, the District shall provide such employee with available light duty work for which the employee is qualified and able to perform or the employee may be assigned to work less than a full workday within the employee's regular classification. This provision shall not require the District to create work. As soon as the employee is informed by his/her physician that he/she is able to return for light duty work, the employee shall notify his/her supervisor of his/her release for light duty work pending his/her full release. The physician's written release for light duty must include a complete description of the employee's physical restrictions. The employee shall present the physician's release to his/her supervisor. The employee shall remain in available light duty assignment until he/she is fully released for work by the employee's physician. If no light duty work is available, the District may temporarily reassign the employee to another position for which he/she is qualified and able to perform if a vacancy exists, or the employee shall remain on ~~disability~~sick leave until light duty work becomes available or the employee is fully released to work.

Eligibility for light duty work performed under this section shall be limited to a period not to exceed 90 calendar days. Eligibility for light duty may be extended by an additional 30 days if mutually agreed to between the Association and the District.

G. **Permanent Disability Reassignment** - If, in the opinion of the employee's physician and a District selected physician, the employee cannot perform, and will not be able to perform, his/her regularly assigned duties due to disability and should be limited to performance of other, less physically demanding duties, the District shall make an effort to reassign the employee to a position for which he/she is qualified and able to perform, provided such an opening exists at that time. Although the District is under no obligation to make a reassignment, such reassignment is in lieu of termination or ~~disability~~sick leave, whichever is appropriate.

H. **Payment for Unused ~~Disability~~Sick Leave Upon Termination** - An employee shall receive payment for ~~disability~~sick leave at his/her current rate of pay upon separation or layoff in accordance with the following formula:

COMPLETED YEARS OF SERVICE	PERCENTAGE OF ACCRUED LEAVE TO BE PAID
Less than 3	0%
3 through 14 years	50%
15 years or more	75%
Death	100%
Permanent disability separation, certified by a District selected physician at the expense of the District.	100%

All ~~disability~~sick leave not paid off upon termination shall be deemed forfeited.

I. Note that certain other leaves in this Agreement are charged against accrued ~~disability~~sick leave.

ARTICLE 8 - SPECIAL LEAVE

An employee's Department Head may, in his/her discretion, grant an employee special leave without pay. If the leave is to extend beyond 30 calendar days, or is to involve full or partial pay, final approval rests with the General Manager or designee. Disputes arising from this article are not subject to Grievance and Arbitration under Articles 37 (Grievance Procedure) and 38 (Arbitration).

ARTICLE 9 – FAMILY AND MEDICAL LEAVE

A. **Child Care**. Due to the birth, placement for adoption or foster care of a child, an employee (male or female) shall, upon written request, be granted annual leave to the extent accrued or be placed on an unpaid status for purposes of child care. The combined total of such leave may not exceed six (6) months. Persons employed to fill positions becoming vacant due to leaves under this article shall hold such positions subject to being reassigned to another position, if available, or terminated upon the return of the employee to the former position.

B. **Family and Medical Leave**. Family and medical leave will be provided consistent with the provisions of the Family and Medical Leave Act of 1993 and any subsequent amendments and/or interpretative guidelines.

ARTICLE 10 – BEREAVEMENT LEAVE

A. Employees who are required to absent themselves from work as a result of the death of a member of their immediate family or stepfamily shall be granted leave up to a maximum of 40 hours per bereavement. Bereavement leave shall be charged to accrued ~~disability~~sick leave first, if available, then floating holiday, accrued annual leave or accrued compensatory time at the employee's option.

B. Any time required by the employee in excess of the above provision, or for the death of other than the employee's immediate family or stepfamily, shall be charged to either accrued ~~disability~~sick leave, floating holiday, accrued annual leave or accrued compensatory time at the employee's option.

C. The immediate family or stepfamily is defined as: spouse, domestic partner, child, father, mother, brother, sister, adopted child and/or sibling, grandparent or grandchild, or any in-law of the employee having the above specified relationships.

ARTICLE 11 – COURT LEAVE

A leave of absence with pay shall be granted to any employee for the time required in service:

1. on a jury;
2. in court proceedings when the employee or the employee's spouse or child is a victim of a crime against the person (this is voluntary at the employee's option);
3. in court under subpoena.

This leave will be at the employee's regular rate for the duration of such duty. Remuneration received for such duty (excluding mileage) shall be submitted to the District for each day for which the employee received payment from the District under this provision.

ARTICLE 12 – MILITARY LEAVE

A. Whenever an employee, except temporary employees, enters the Armed Forces of the United States, whether by enlistment or Selective Service, he/she shall be granted military leave of absence for the duration of his/her compulsory service.

B. During the period of military service, the employee shall retain all rights to which he/she is entitled under the provisions of this Agreement, provided that during a period of military leave in excess of 30 calendar days annual or ~~disability~~sick leave shall not accrue. His/Her salary upon his/her return shall be the same as he/she was receiving at the time he/she went on leave, plus any economic adjustment accruing during the period of such leave, and he/she shall be credited with all seniority for past services.

C. Application for reinstatement following military leave must be made within 90 calendar days after receiving an honorable release from active duty.

D. Persons employed to fill positions becoming vacant under this article shall hold such position subject to being assigned to another position, if available, or terminated upon the reinstatement of the returning employee to his/her former position.

E. In order that no employee shall suffer any loss of income as a result of a reserve status in any of the Branches of the Armed Forces of the United States or the Nevada National Guard, the employee shall, upon presentation of official orders for active duty for training, be granted paid leave for a period not to exceed three (3) workweeks, or 120 hours if on a full-time schedule, in one (1) calendar year.

F. Each employee who is draft eligible and is required to submit to a pre-induction physical examination shall, upon furnishing documentary proof of such requirement, be granted time off with pay not to exceed three (3) working days at his/her basic straight-time hourly rate for the purpose of reporting for, or submitting to, any such ordered physical examination.

G. The intent of this article is to be consistent with federal and state law, and shall be interpreted by the parties and by any Arbitrator, to provide identical rights and obligations as provided in federal and state law.

ARTICLE 13 - GROUP HEALTH INSURANCE

A. The District shall pay 100% of the full premium cost for employee coverage for each full-time regular employee and 50% of the premium cost for each permanent part-time employee who works at least 20 hours per week subject to the eligibility requirements of the group insurance plan.

B. For the duration of this Agreement, the District will contribute towards the payment of the employee's dependent coverage premium cost under the Group Insurance Plan as follows:

1. For permanent full-time employees, the District shall contribute 85% of the dependent coverage premium.

2. For permanent part-time employees, the District shall contribute 42.5% of the dependent coverage premium.

C. Employees retiring or going into unpaid leave status may continue coverage beyond the end of the month by arranging for personal payment of the full premiums, subject to the limitations of the group insurance plan, or as otherwise provided for or limited by law; e.g., the Family and Medical Leave Act of 1993. Employees who quit or are terminated shall be covered by applicable federal and/or state law; i.e., COBRA.

D. The District will pay 100% of the full premium cost for employee/retiree only coverage and contribute 85% toward the premium cost of dependent coverage for group health insurance for employees who retire during the term of this Agreement with an unreduced early retirement benefit as defined in the Las Vegas Valley Water District Retirement Plan (e.g., 30 years of service at any age or having attained age 60 with at least 10 years of service) until the employee first becomes eligible for Medicare, at which time the District contribution shall cease and the retiree will become responsible for 100% of the premium cost.

It is fully understood that both the premium rates and the benefit levels are subject to change from time to time. There are no guarantees, stated nor implied, as to either the levels of coverage or the premium rates. The separate vision coverage that is provided to participants in the Clark County Self-Funded Plan is not included. Retirees wishing to continue the vision plan may do so but will be responsible for 100% of the premium.

E. It is acknowledged by both the District and the Association that District participation in the County and Local Affiliates Self-Funded Group Plan and the advantage of larger group negotiation with the current Health Maintenance Organization (HPN), is mutually beneficial to the employees and the District. It is also acknowledged by both parties that benefit changes are beyond the District's sole control and subject to the majority decision of the group participants. However, when changes to benefits, premium costs or insurance carriers occur during the term of this Agreement, the District shall provide adequate notification to the Association prior to the implementation of any change and the parties shall meet promptly to discuss such changes. Unless there is negotiation between the District and the Association, no changes shall be made by the District to the employer/employee percentage contributions outlined in Sections (A) and (B) above.

F. For reason of participation in any District committee responsible for review of benefits, the District agrees to release with pay, at least one (1) Employee Representative, designated by the Association, to attend scheduled meetings of any joint committee formed for such purpose.

G. In the unlikely event that the District ceases to participate in the Self-Funded Group Plan, the parties will immediately meet to negotiate any changes or adjustments necessary to continue health insurance coverage and protection, consistent with the provisions of NRS 288.150.

ARTICLE 14 – LONG-TERM DISABILITY INSURANCE

The District shall provide long-term disability insurance to all regular full-time employees covered by this Agreement. The District shall pay 100% of the cost for the Long-Term Disability Plan.

This Plan will include a pre-existing condition limitation; an income benefit of not less than 60% (subject to offset from SSA, Workers' Compensation, retirement, and other such incomes); a standard qualification (elimination) period of not more than 180 days; and benefits payable at least to age 65 with certain usual exceptions (such as mental/nervous disorders).

Employees are eligible for coverage the first of the month coinciding with or next following 60 calendar days of employment.

Current Benefit Level: The District has a benefit level of 66.67% with an elimination/qualification period of 120 calendar days. Should the arrangement with the County change and lessen the benefit level, coverage may revert to the minimum benefit level described above.

ARTICLE 15 – EMPLOYEE ASSISTANCE PROGRAM

The District shall provide an Employee Assistance Program (EAP) for all regular full-time and part-time employees covered by this Agreement who work at least 20 hours per week. Newly hired employees will be eligible for coverage the first of the month following employment. This program will be available to all household and dependent family members of the employee currently covered for up to a minimum of five sessions per incident. The District shall pay 100% of the cost for the program.

This program will:

1. provide confidential consultation, assessment, referral, and follow-up services, including a limited amount of counseling without charge to assist the employee and his/her family; and

2. provide assistance, either through the program itself or in conjunction with other benefit programs, to employees in seeking assistance beyond that provided through the Employee Assistance Program; and

3. include procedures for self and supervisory referrals.

This program provides assistance to help the employee, their dependents, and other household members resolve personal problems that may be interfering with the employee's work and home life. Services provided include: emotional distress, co-worker conflict, divorce or separation, custody issues, grief and loss, marital issues, relationships, alcohol and substance abuse, child and adolescent issues, aging family members, crisis situations, domestic violence, drug dependency, gambling, depression, retirement, anger, and stress.

All information developed under the program about employees, their dependents, and other members of their household shall be considered strictly confidential and shall be treated as such as the goal of the program is to help and provide guidance to any employee seeking professional and CONFIDENTIAL help to solve their problems.

Both the Association and the District recognize that family and personal problems may affect employees' attendance and/or job performance to the point that disciplinary action, up to and including discharge may result. However, the District recognizes the benefits of the EAP or similar programs and will be reasonably accommodating and understanding of the time needed for employees to participate in such programs.

When an employee refuses to seek assistance and/or resolution of his/her problems by actively participating in any program and attendance and/or job performance continues to be adversely affected, the District may administer discipline as is appropriate. However, both parties agree that this is not to be interpreted as impacting any of the rights and protections contained in the provisions of the current Collective Bargaining Agreement.

ARTICLE 16 – FLEXIBLE BENEFITS PROGRAM

On January 1, 2000, the District began providing a Flexible Benefits Program. Current core benefits (health insurance, long-term disability, life insurance, accidental death and dismemberment, and Employee Assistance Program) will not be affected by this program during the term of this Agreement. The exact design and administration of this program was determined prior to the date with participation and input from the Association; however, the intent is to make a variety of products and services available to employees obtaining the benefit of group rates.

Since the major purpose for a flexible benefits program is to provide more equality in benefit coverage and to be more responsive to the needs of a diverse workforce, the amount of the District's monthly contribution on behalf of each employee will be determined by the employee's enrollment status in the Group Health Insurance Plan:

Employee Only = $200; Employee and Spouse = $60; Employee and Child(ren) = $30; and Family = $20.

ARTICLE 17 - FAMILY CARE PROGRAM

The District currently offers a voluntary on-site daycare program at the Valley View campus. Any decisions regarding elimination of the on- site daycare center will be communicated to the employees a minimum of 90 days in advance.

ARTICLE 18 – PHYSICAL EXAMINATIONS

A. The District may have any employee or applicant undergo physical or psychological examinations for any reasonable purpose by a licensed physician of the District's choice. The cost for such examination shall be paid by the District. An employee who has been required by the District to undergo an examination shall be paid for such time spent.

B. The District may demote, transfer, or layoff any employee when it is determined the employee does not meet the physical requirements of the job.

The District shall notify the Association, in writing, of any personnel actions under this provision.

ARTICLE 19 – INDUSTRIAL INJURY

A. For absence caused by a work-related injury or event, if an employee's net pay is not fully covered under Workers' Compensation regulations, the District shall provide a period of income maintenance, up to 45 calendar days, to provide the difference between that paid by Workers' Compensation or the insurer (if the District becomes self-insured or insured by a third party) to ensure the employee suffers no loss of net pay.

B. The District, under the income maintenance period, shall continue payment of employee group health plan, retirement pension plan contributions and/or any other benefits as though he/she were still on the job. In the event the recovery

period is for more than the income maintenance period provided by the District, the employee may use accrued ~~disability~~sick leave and then accrued annual leave to insure he/she shall suffer no loss of net pay.

C. For temporary and/or permanent light duty reassignment, the provisions of Article 7 (~~Disability~~Sick Leave) shall control.

D. Payment of the difference of Workers' Compensation and regular pay will be computed on "net pay" not "gross pay." "Net pay" will be the employee's normal gross base pay less withholding taxes at each employee's rate for the preceding three (3) months and FICA at the prevailing rate.

E. When the disability payment is reduced pursuant to state statute because the employee failed to use required or provided protective gear or devices; was not following safety rules or procedures; or was injured as a result of a flagrant unsafe practice, such reduction shall also be applied under this article.

F. The income maintenance period is an upper limit per each unrelated Workers' Compensation claim.

G. The District may, in exceptional cases, and at its sole discretion, continue this maintenance of income at full or partial pay for additional periods of 30 days up to a maximum time limit of 12 months, including the initial income maintenance period. Denial of such an extension is not grievable, however, the District will inform the Association and provide an explanation for the denial.

H. When reimbursement is necessary for an overpayment, the District and employee will devise a mutually agreeable repayment plan pursuant to the District procedure.

I. Any employee who falsifies an industrial injury claim, or in any way attempts to receive benefits when the injury was not employment related, shall be subject to discipline up to and including immediate separation. Prior to any investigation, the District will inform the Association of its intent to investigate and upon its conclusion, will so inform the Association of the District's findings.

ARTICLE 20 – SAFETY

A. The District will provide safe, healthy working conditions and appropriate safety equipment for all employees in accordance with applicable federal and state laws or industry standards.

The District shall furnish at its expense any required personal standard safety and protective devices for which the employees shall thereafter be responsible.

The District shall furnish the employees with ice water and tablets for avoidance of dehydration when applicable.

B. The employees and Association recognize their responsibilities as partners with the District in maintaining a safe work environment and employees shall comply with all safety policies, practices, rules, and training as established by the District from time-to-time, and shall cooperate with management in enforcing all safety measures.

C. A Safety Committee, comprised of both District and Association appointees, shall meet as needed to review and discuss safety conditions, reports of unsafe practices and employee complaints or suggestions regarding safety.

ARTICLE 21 – UNIFORMS

A. Due to the nature of the work, the District at its discretion may determine that certain designated employees will be required to wear District supplied uniforms.

B. Employees required to wear uniforms are expected to wear a fresh uniform to work each day. Uniform laundry service will be supplied by the District. It is the employee's responsibility to see that all soiled uniforms are submitted on "laundry day" or pay the "late wash" fee for cleaning the uniform.

C. The District will provide certain designated employees with District-insignia warm weather T-shirts which are worn during periods prescribed by the District. Proper care and laundry of these shirts shall be the responsibility of the employee.

D. In the event of a change in job assignment or separation of employment, it is the employee's responsibility to return the entire uniform inventory issued.

E. The District will provide insignia jackets for those employees whose regular duties require working outside. Proper laundering and care of these jackets shall be the responsibility of the employee. Replacement jackets will be issued based on Manager approval, but not more frequently than every three (3) years, except when the need is due to unusual circumstances.

ARTICLE 22 - MISCELLANEOUS

A. **Mileage**. The District shall reimburse employees at the maximum rate allowed as non-taxable under the IRS regulations for the required use of personal vehicles for District business. Mileage will not be reimbursed for travel to and from designated work locations including local training or seminars.

B. **Copy of Agreement**. The District will make a copy of the Agreement available on the Hydroweb for employees in the bargaining unit to print at their convenience.

C. **Coffee and Other Hot Beverages** - The District shall continue its current practices with respect to furnishing coffee and other hot beverages.

D. **Blood Drive**. The District shall make a reasonable effort to cooperate with the needs of employees in connection with their donations of blood during District-sponsored or authorized blood drives, including the provision of a reasonable rest/recovery period, if needed.

ARTICLE 23 – PENSION-RETIREMENT

All employees covered by this Agreement shall, for the term of this Agreement, be entitled to participate in the District's Pension Retirement Plan and as governed by the terms of the Pension Plan Trust Agreement and applicable state and federal laws. The District agrees to furnish each employee a yearly statement indicating the contributions to the pension fund made by the District in his/her behalf.

The LVVPEA Unit is entitled to one representative, either an employee from within the unit or a retained non-employee appointed by the LVVPEA, on any standing or special committee or task force, when such committee or task force is to include representatives from various identified interest groups, established for the purpose of discussing changes to and/or information regarding the District's Pension Plan.

Committee or task force meetings will be held when necessary within the 30 day period prior to Pension Subcommittee meetings for the purpose of discussing proposed changes to the District's Pension Plan. Other meetings will be convened as needed to disseminate information and discuss any problems or proposed changes to the District's Pension Plan.

Presently, the District pays 100 percent of the contributions to the District's Pension Plan. There will be no changes in the source of such contributions without prior negotiations with the Association.

ARTICLE 24 – EDUCATION ASSISTANCE

Education Assistance is available to employees who enroll in approved classes (including workshops, seminars, or training sessions for which continuing education units (CEU's) are awarded) offered by accredited institutions of higher learning or offered through recognized industry professional organizations for the purpose of either acquiring or maintaining professional certifications and which meet the criteria as established in this article.

A. <u>CRITERIA FOR REIMBURSEMENT</u>:

This program is not intended to finance degree programs or enhance an employee's personal growth and development other than as related to an employee's competencies and/or preparation for promotional opportunities within the District. Therefore, the definitions of "job-related" and "non-job-related" are relative to the opportunities and technology existing, or anticipated to exist, within the District.

1. "Job-related" is defined as increasing an employee's abilities, knowledge, and skills to directly improve performance in the present job or to enhance one's opportunity for jobs in their immediate line of progression.

2. Employees receiving a grade of C or better or, in those instances where grades are not given, the accompanying certification or certificate of successful completion will be for 100% of the tuition for an approved "job-related" course subject to the maximum allowable.

3. "Non-job-related" is defined as water-industry-related or related to a profession or career field existing at the District.

4. Employees receiving a grade of C or better, or in those instances where grades are not given, the accompanying certification or certificate of successful completion, will be for 75% of the tuition for an approved "non-job-related" course subject to the maximum allowable.

5. The maximum allowable reimbursement per employee for tuition, course fees and lab fees is 12 semester hours, or the equivalent thereof, per calendar year.

    a. Classes taken through institutions of higher learning (whether on-line or on-site) for which credit or semester hours are earned will be reimbursed at a rate not to exceed the applicable resident undergraduate or graduate rate in effect at UNLV for the semester when first enrolled.

    b. Education or training for which continuing education units (CEU's) or certificates are awarded will be reimbursed at the rate paid up to a maximum equivalent to the dollar amount established through the undergraduate rate in paragraph (a) above.

6. Only tuition, lab and technology fees will be reimbursed. Books, late registration fees or any other costs associated with the course are the responsibility of the employee.

B. PROCESS FOR SEEKING REIMBURSEMENT:

1. Prior to taking a course, the employee must complete the application for tuition reimbursement and receive the identified approvals. Reimbursement may be approved when applications are submitted after enrollment, but the employee is "at risk" as to meeting established criteria and receiving approval.

2. The employee shall submit the application to the department head. The department head will then forward the application to Human Resources with his/her recommendation for final approval. Human Resources will notify the employee as to whether the application has been approved/denied. Denial of approval is not grievable under the grievance resolution procedures of Articles 37 and 38 of this Agreement. However, the employee may appeal the decision to the Director of Human Resources. The decision of the Director of Human Resources will be made after discussions with all parties to the previous decision. If the decision to deny is upheld, it shall be stated in writing to the employee; if approved, the application will be processed without further delay.

3. Upon completion of the course, the employee must present a grade transcript and a receipt for tuition to Human Resources in order to be reimbursed for each approved course.

C. GENERAL PROVISIONS:

1. If the employee voluntarily separates employment for any reason within 12 months of receiving reimbursement for tuition, the amount shall be deducted from the final paycheck.

2. If an employee receives Veteran's Administration benefits applied to the tuition of the approved course; the District shall not reimburse the employee for the amount paid by the Veteran's Administration. An employee who receives Veteran's Administration benefits applied to the tuition of an approved course must notify their department head prior to submitting the grade transcript and receipt.

3. The employee must arrange to attend the course outside of their work hours or receive approval to use annual leave.

ARTICLE 25 – SERVICE RECOGNITION

A. The following service recognition benefit is applicable for all employees hired prior to January 1, 2011:

1. All regular, full-time employees shall receive service recognition in the amount of $200.00 per full year of service after seven (7) continuous years of service. For example, an employee would receive $1,400.00 after his/her seventh (7th) year of continuous service, $1,600.00 after his/her eighth (8th), $1,800.00 after his/her ninth (9th) and so on. Service recognition shall be paid in annual disbursements on each employee's anniversary date each year.

2. Employees who regain service credits pursuant to Article 33, Section (D) (Seniority) shall also be eligible for service recognition based on the "bridged", or reconstructed, length of service.

3. Part-time employees are also eligible for service recognition. A year of service shall be calculated as 2080 hours in paid status for part-time employees.

B. Employees hired on or after January 1, 2011 are not eligible for service recognition.

ARTICLE 26 – HOURS, OVERTIME AND PREMIUM PAY

A. **HOURS AND WORKWEEK** - The standard workweek for District employees is 40 hours, consisting of ten (10) consecutive hours per day (exclusive of lunch break) during four (4) consecutive days commencing with the first hour and day of the employee's regularly assigned workweek and shift.

For those employees who are assigned to other than the standard workweek, namely a 5/8 workweek, their regular workweek shall consist of eight (8) consecutive hours per day (exclusive of lunch break) during five (5) consecutive days.

The District may adopt a work week that does not have four consecutive work days (a non-standard work week) in Customer Care; however, prior to doing so, the District will provide 30 days' notice to the Association, during which time the District shall make full disclosure of how employees will be selected, and all other pertinent information and shall, in good faith, discuss any issues raised with respect to that change.

If a non-standard work week is considered for other work groups, a pilot schedule will first be implemented. At least 30 days prior to the pilot beginning, the District will meet with the Association and engage in the same discussions as described in the paragraph above. The purpose of the pilot is to determine if the cost

savings, efficiency and/or customer service objectives envisioned by the District will be achieved before a permanent schedule is implemented.

Except as provided in E(1), the workday, for purposes of the administration of the provisions of this Agreement, shall consist of a period of 24 consecutive hours commencing with the first hour of the first day of the employee's regularly assigned workweek.

All references to workday or workweek will be interpreted relative to an employee's assigned schedule.

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B. **TEMPORARY CHANGES IN STARTING TIME, SHIFT, OR WORKWEEK** - A temporary change (one (1) to seven (7) days) in an employee's 1) starting time within the same shift, 2) regular shift (i.e., day, swing or graveyard), or 3) workweek may be made in emergency situations or for the purpose of facilitating attendance at seminars, training, or District-wide employee meetings/activities without incurring overtime liability unless the change results in the employee working more than ten (10) hours (eight (8) hours for employees on 5/8's) during a shift or more than 40 hours in a workweek.

Temporary changes for other than the reasons specified above require written notice to the employee 48 hours prior to the time the change is effective. If the temporary change is instituted without the required notice, overtime shall be paid for all hours worked during the remainder of the workweek of such change.

In no event shall the operation of the above rules result in the "pyramiding" of overtime.

C. **PERMANENT CHANGES IN STARTING TIME, SHIFT, OR WORKWEEK** - A permanent change in an employee's 1) starting time within the same shift, 2) regular shift (i.e., day, swing, or graveyard), or 3) workweek (i.e., 4/10's, 5/8's, or days off) may be made by the employer without incurring overtime liability only if written notice is received by the employee 48 hours prior to commencement of the employee's regularly scheduled workweek.

If the permanent change is initiated by the District without the required notice, the District shall pay the employee at the overtime rate plus shift differential (if applicable) commencing on the first irregular shift and continuing through the balance of the workweek.

In no event shall the operation of the above rules result in the "pyramiding" of overtime.

D. **WORK SCHEDULES** - Temporary work schedule changes, within the employee's normal work shift, may be verbally requested by an employee. An employee's immediate supervisor may authorize such changes should workload permit. However, in such instances, any contract provisions requiring advance notice and/or any overtime or other form of premium pay otherwise resulting from the change will not apply. Denial of such request is not subject to the Grievance and Arbitration Procedures of Articles 37 and 38.

E. **OVERTIME** - One-and-one-half (1-1/2) times an employee's regular hourly rate shall be paid for any hours in paid status in excess of 40 in any workweek, or in excess of ten (10) hours, or eight (8) hours for employees on 5/8's, in any workday, with the exception of the additional premium pay as provided under Section (K). When applicable, the following pays shall be added to the regular hourly rate:

a. service recognition;
b. standby pay;
c. shift differential;
d. relief shift premiums.

Overtime pay, or any other premium pay, unless listed above, will be excluded from the regular hourly rate when calculating overtime pay.

1. The "workday," for the purpose of computing daily overtime, shall be as defined in paragraph (A) above. For employees assigned to irregular schedules, overtime is applicable only for more than ten (10) hours (eight (8) hours for employees on 5/8's) during a shift or more than 40 hours in a workweek except as provided in Sections (I) and (J) below.
2. The District has the sole right to require overtime services, to determine when overtime shall be worked, and who shall work overtime. However, the District will endeavor to distribute overtime assignments within the applicable classification as equitably as business demands will permit through methods such as development of skills inventories and assignment tracking.

3. Following each pay period, a copy of the overtime roster for each work section shall be sent to the affected supervisors and to the Association. Employees have the right to review their supervisor's copy of their work section overtime roster.

4. Any overtime must be authorized by an employee's supervisor prior to the time such work is performed and all overtime shall be compensated to the nearest 1/10 of an hour.

F. **COMPENSATORY TIME**. The maximum amount of compensatory time an employee may accrue is 160 hours. In lieu of overtime pay, compensatory (comp) time may be accrued at the employee's option if the employee has a

balance that will accommodate the additional time without exceeding the 160 hour maximum.

Employee use (taking time off from work) of compensatory time is limited to 60 hours of compensatory time in a calendar year. However, in situations involving illness or maternity leave, usage may exceed 60 hours if all other leave is exhausted.

Overtime pay, pursuant to Sections (B), (C) and (K) of this article shall not be accrued as comp time.

Comp time shall accrue at one-and-one-half (1-1/2) hours comp time for each hour of overtime worked.

1. Requests for use of compensatory time off shall be administered in accordance with Article 6, Section (H) (Annual Paid Leave) of this Agreement.

2. Compensatory time may be "cashed out" up to four (4) times during any calendar year. Requests must be made in accordance with the payroll schedule.

3. Payment upon separation of employment shall be as required by the Fair Labor Standards Act.

G. **RELIEF SHIFT PREMIUMS** - All employees who are temporarily assigned to a shift other than their regular assigned shift (i.e., day, swing or graveyard), for the purposes of providing relief for an established shift shall be paid a premium of $0.15 per hour (in addition to any applicable shift differentials) for all hours worked outside of their regular assigned shifts.

The District will attempt to schedule the least senior employee for relief shift whenever possible.

H. **SHIFT DIFFERENTIAL** - A shift differential shall be paid for all hours worked to all employees whose regular shift does not begin between the hours of 4:00 a.m. and 12:00 noon. The amount of the differential shall be five percent (5%) of the employee's hourly rate.

The District retains the exclusive right to determine whether a second or third shift operation will be scheduled, but shall discuss with the Association prior to implementing, to determine how many and which employees will be assigned to them. However, the District shall endeavor to satisfy employee shift preferences as much as business demands reasonably permit, and when all other factors are equal shall rely upon seniority.

Only holidays and hours actually worked will be considered as time worked for the purpose of computing shift differentials. Thus, no shift differential will be paid

for time off such as ~~disability~~sick leave or annual leave. There shall be no duplication or pyramiding of overtime.

I. **SCHEDULED OVERTIME** - When an employee is assigned in advance to work overtime outside of his/her normally scheduled shift, it shall be considered as scheduled overtime.

In scheduling such overtime, the employee shall be given notice of the requirement prior to leaving his/her last shift and a minimum of 14 hours prior to the start of the scheduled overtime; otherwise, such work shall be considered non-scheduled overtime subject to the premium pay under Section (J) of this article.

It is understood that this provision excludes overtime hours when the employee works prior to or beyond the end of his/her day as an extension of his/her regular shift.

If an employee reports for scheduled overtime work and none is provided, or he/she work less than two (2) hours, the employee shall receive a minimum of two (2) hours' overtime pay.

J. **NON-SCHEDULED OVERTIME** - When an off-duty employee is required to return to work without having received notice prior to leaving his/her last shift and a minimum of 14 hours prior to the start of the scheduled overtime it shall be considered as non-scheduled overtime. The employee shall be paid on an overtime basis (see Section (E) above) for a minimum of four (4) hours, which includes, one-half (1/2) hour for travel time. If the non-scheduled overtime worked exceeds four (4) hours (which includes the one, one-half (1/2) hour for travel time), he/she shall be paid for the time actually worked.

An employee who works less than four (4) hours on the initial period of overtime and is then called back a second time during the initial four (4) hour period shall not be entitled to any additional overtime pay unless the aggregate time worked for both occurrences shall exceed four (4) hours, in which case he/she shall be paid for the aggregate time worked. In the event an employee is called back for a second time after the expiration of four (4) hours from the first call, he/she shall be paid for a minimum of four (4) hours for each occurrence, except as provided above.

For example:

1. An employee who is called Saturday and works from 9:30 a.m. until 11:00 a.m. is paid four (4) hours overtime.

2. The same employee who worked until 11:00 a.m. (1 above) is called back and works from noon until 3:30 p.m. is paid:

1/2 hour travel time
1-1/2 hours – 9:30 a.m. to 11:00 a.m.
3-1/2 hours – noon to 3:30 p.m.

5-1/2 hours overtime.

3. If the employee who works until 11:00 a.m. (1 above) is called back at 1:30 p.m. the same day, it is considered another four (4) hour overtime period, including the one-half hour paid travel time.

However, in the event the period of non-scheduled overtime actually worked runs into an employee's normal work shift, he/she shall be paid at the overtime rate only for the time actually worked outside of his/her regular shift hours; i.e., exclusive of travel time.

K. **RECOVERY TIME** - Any employee who is required to work more than 16 consecutive hours (actual work) in any 24-hour period shall be entitled to an eight (8) hour period of recovery time without pay. To ensure the employee receives this recovery period, it may be necessary to adjust the starting time for his/her next shift. This adjustment is not subject to the provisions of (B) and (C) above, however, the employee will be provided a minimum of ten (10) hours or eight (8) hours work that next workday as appropriate to their schedule (i.e., 4/10's or 5/8's).

Any employee who works more than 16 hours (as above) and is not provided an eight (8) hour period of recovery time will receive two (2) times the straight time rate of pay until the employee receives an eight (8) hour period of recovery.

L. **STANDBY TIME** - Due to staff limitations, it may be necessary for a department head to schedule employees to be on standby, to be available for work which may arise outside normal working hours. Standby is defined as time during which an employee is required to be available and within 30 minutes response capability so that he/she may immediately respond to any calls received. An employee will be compensated for standby time at the rate of one-fourth (1/4) hour pay at his/her regular hourly rate for each one (1) hour period of standby time. Employees on standby called to perform work will be compensated for actual hours worked in accordance with Section (E) or two (2) hour minimum of Section (I) and shall not be subject to the provisions of Section (J) of this article.

ARTICLE 27 - LUNCH AND BREAK PERIODS

A. The normal shift schedule for employees (with the exception of employees assigned to work groups on a 24-hour continuous operation) shall include an unpaid lunch period of one-half hour to one (1) hour, depending upon the needs of the department involved.

B. An employee who has actually worked four (4) hours of overtime, and is required to continue to work in overtime status thereafter, shall receive an allowance of $7.00. Exempt from this meal allowance are scheduled overtime days worked on the employee's regular days off.

C. Employees shall receive two (2), 15 minute paid break periods each day: one (1) break period before the lunch period and one (1) break period after the lunch period.

ARTICLE 28 - CLASSIFICATIONS AND RATES OF PAY

A. **GENERAL**. The rate ranges and job classifications for all employees covered by this Agreement for the term hereof shall be as set forth in Appendix A, attached hereto.

B. **DETERMINING CLASSIFICATIONS/RATES OF PAY**. Newly created job classifications in the bargaining unit and any changes to the job classifications as set forth in Appendix A are subject to discussion with the Association prior to implementation. The District shall notify the Association, in writing, of any proposed new or modified job classifications. The parties shall meet promptly, but no later than 16 calendar days following notification if the position is vacant, or 30 days if it is not vacant, before any District action is taken.

The District shall have the exclusive right to determine the duties, responsibilities, qualifications and description of new or revised job classifications.

Wage rates for newly created job classifications and for changed classifications shall be comparable, based upon job duties and responsibilities, with the wage assignments contained in this Agreement. Disputes under this article are subject to Grievance and Arbitration (Articles 37 and 38).

C. **RECLASSIFICATION REQUESTS**. Employees may request a reclassification study if they reasonably believe the duties and/or responsibilities of their position have changed significantly. Such request shall be submitted in writing to the Human Resources Department. A copy of the request will be forwarded to the Association.

If the audit is denied, the employee shall be provided with a written decision stating the reasons for the denial. A copy of the denial will be forwarded to the Association.

If the request is deemed appropriate by the Human Resources Department, it shall conduct a job audit of the position and shall respond in writing as to its estimate of when the audit can be completed.

The employee and the Association shall be provided with a written decision upon the audit which shall include the reasons for the District's decision.

If a position is reclassified the effective date of the reclassification is upon completion of discussion with the Association as required in Section (B) of this article.

D. **PAY ADMINISTRATION** - Except in circumstances specifically indicated otherwise in paragraphs (1) through (5) below, no regular employee will be paid below the entry rate for a position nor shall any wage rate exceed the merit maximum for the position.

1. a. **Promotion**: Employees who are promoted to a new job classification in a higher salary range shall receive a promotional increase which is the greater of five percent (5%) or the entry level of the new range. If the difference between the employee's rate of pay and the control point of the new range is not sufficient to permit a five percent (5%) increase, the employee will be paid at the control point of the new range.

   b. The Director of Human Resources may, with notification to the Association, set the promotional increase above five percent (5%), not to exceed ten percent (10%), if such is warranted taking into consideration the length of time since the last merit increase and the rates of pay of employees in the same class and work group. Promotional increases above five percent (5%) as set forth herein are not subject to the Grievance and Arbitration Procedure (Articles 37 & 38) of this Agreement.

2. **Transfer**: When an employee transfers to a different position, whether the same or a different title/classification, but in the same salary range, the employee shall retain the same rate of pay.

3. **Reinstatement**: When an employee is reinstated to a position upon return from a layoff (recall) or an extended leave of absence, the salary rate shall be established as the same rate the employee was earning immediately prior to the layoff/leave of absence, subject to any economic adjustments. If the employee is reinstated to a position in a lower grade/range than previously held and the employee's previous rate exceeds the control point for the range, the employee will be paid at the control point of the range.

4. **Demotion**: If an employee is demoted, whether voluntarily or involuntarily (including the avoidance of a layoff), the employee will maintain his/her

current rate of pay prior to the demotion unless the rate exceeds the control point for the range, in which case he/she shall be paid at the control point of the lower range.

If an employee is returned, or demoted, to a former or comparable job classification after or during the qualifying period following a promotion, the employee shall be paid the rate of pay in effect immediately prior to the promotion, including any economic adjustments.

5. **Reclassification**: In the event that a position with an incumbent is reclassified to a different salary range, the following applies:

   a. If the reclassification results in a higher salary range, the incumbent is not given a salary adjustment at the time of the reclassification unless the employee's salary is lower than the new entry level for the position, in which case the employee's salary is adjusted to the entry level.

   b. If the reclassification results in a lower salary range and the employee's salary is higher than the merit maximum of the new range, the employee's salary will remain at the current level until exceeded by the merit maximum.

   c. In either of the above instances, the employee's established merit review cycle remains unchanged.

E. **TEMPORARY ASSIGNMENTS** - When an employee is assigned for a full day on a temporary basis, to a higher classification, the following will apply:

1. If the employee's rate of pay is less than the entry of the higher classification, the employee will be paid at the entry rate.

2. If the assignment is less than two (2) consecutive workweeks, and the employee's regular rate of pay exceeds the entry level of the higher classification, there will be no pay adjustment.

3. If the assignment is for two (2) consecutive workweeks or longer, a five percent (5%) increment will be added to the employee's regular rate of pay beginning with the first day of the assignment. If the assignment is to a supervisory/managerial classification, the increment will be ten percent (10%) beginning with the first day.

Pay increments are for assignments consistent with minimum performance requirements and are paid as follows:

1. Should an employee work overtime during the assigned period for which an increment is applicable, such overtime shall be paid at the assignment rate.

Previously scheduled appointments or emergencies requiring leave of less than three (3) hours' duration will not cause the loss of "full day" status.

2. If a holiday falls during the assignment, and the increment is applicable to the assignment, the employee will receive holiday pay at the higher rate; i.e., the employee must be working in the higher classification both the last working day before and the first working day after the holiday.

3. When an employee is called out or works scheduled overtime and such assignment was made with the specific purpose of performing duties of a higher classification, and the employee makes less than the entry for the higher classification, the entry rate will be applicable to any assignment of four (4) or more hours.

   When an assignment is made, the supervisor will confirm such an assignment to the employee in writing "for the record." In no event will the District reschedule employees under this provision solely to avoid the payment of the premium provided herein.

F. **MERIT INCREASES**: District employees are eligible for within range merit increases or lump sum increases at the completion of one (1) year of employment following the date of hire or promotion, and annually thereafter. Merit increases are based on performance reviews and the determination as to whether a merit increase will be granted and, if so, the amount of the increase is left solely to the District.

   Statistical reports regarding merit increases, with organization-wide comparability, will be provided on an annual basis. Individual/unit data/statistics of the nature provided in the original report will be provided upon the request of the Association up to a quarterly basis. The Association may request a meeting with District management to review/discuss this data at any time.

G. **MERIT INCREASE DISPUTE RESOLUTION PROCESS**: Due to the major changes in Pay Plan administration, employees who receive no merit percentage increase (0%) based on the merit increase matrix may seek review of this decision through a meeting with Association representation and the Director of Human Resources or designated representative (s). If no resolution is reached at this level, a second level review may be requested through a meeting with the General Manager/Designee.

ARTICLE 29 - RECRUITMENT, SELECTION, PLACEMENT, PROMOTIONS AND TRANSFERS

A. Notice of all bargaining unit vacancies shall be posted on Workday, for not less than eight (8) calendar days prior to the position being filled. Should Workday become inaccessible for any reason, the

District will increase the posting period one day for each day of inaccessibility. The District also agrees to post non-bargaining unit vacancies below the level of department head, but none of the remainder of this article applies to such postings.

B. The job posting notice, at a minimum, should include the following information, none of which is to be considered as a limitation of the employee's duty assignments once hired:

1. Title and job description of the position.

2. Salary or wage range on date.

3. Work location (general information, subject to change).

4. Minimum qualifications and any necessary or desirable requirements for the classification or position.

5. Selection criteria to be used, eligibility requirements including education, employment, training or experience, and whether equivalent factors will be recognized.

6. Whether there will be competitive testing and, if so, the nature and scope of the test.

7. Address and deadline for filing applications.

8. Number of hours per day (general information, subject to change).

9. Regular assigned work times (general information, subject to change).

10. Statement that the District is an equal opportunity employer.

C. When a new permanent position is created, or an existing permanent position becomes vacant, the hiring authority may, at any time during the selection process, fill the position by transfer of a permanent non-probationary employee who has the same classification as that of the vacancy. A transfer is a change in an employee's department, division or work location without any change to the employee's classification and rate of pay. Any permanent non-probationary employee having the same job classification as that of the vacancy shall be considered for transfer by having filed a request for transfer, on the prescribed form, with the District's Human Resources Department. The District will notify the Association when a vacancy is filled by transfer. Any such transfer requires the mutual consent of the involved supervisors.

D. The District may use a single or combination of selection devices to assist in determining the qualifications of applicants. The form, content and administration

of such selection devices shall be at the sole discretion of the District. All examinations shall be under the supervision of the District's Human Resources Department. The District may decide whether there should be only a promotional list, or also an open competitive list established. Applications shall be accepted only during the period stated in a job posting.

E. Applications for promotional examinations will be accepted only from employees of the District who meet the minimum qualifications announced in the job posting; probationary employees and employees in a qualifying period may not apply. Applications for open competitive examinations will be accepted from the general public as well as any District employee who meets the minimum qualifications announced in the job posting. If a multi-part selection process is used, District employees following the above-described process, will be admitted to the next part in the same proportions that they passed the preceding part.

F. Eligibility lists for the posted vacancy may be established when the selection process is completed. The names of all applicants successfully completing all parts of the selection process will be placed on an eligibility list to be used for up to 12 months.

Vacancies may be filled following posting of the vacancy from the following sources: existing eligibility lists (outside applicants), transfers or promotions of bargaining unit employees from applicant pools or hiring a new employee.

G. The most qualified applicants shall be referred to the hiring authority.

When all qualifications and factors are equal, bargaining unit vacancies shall be filled by the applicant who has the most District seniority.

H. GENERAL PROVISIONS

1. Involuntary transfers may be made by the District at any time independent of the selection process described in this article, but may not be made for disciplinary purposes.

2. Nothing in this article will preclude the District's filling positions on a provisional basis pending completion of this selection process.

3. The testing and ranking procedures shall not be subject to grievance nor shall the final selection or placement. However, the District employee applicants shall, upon request, be granted a courtesy interview with the hiring authority.

   Further, such applicants, upon request, shall be granted a feedback session with the Director of Human Resources or designee to discuss the process and any post-selection review procedures which may be available.

4. It is the mutual intent of the District and the Association to improve training and inter-departmental opportunities.

I. The District will provide a list to the Association of employees who have been hired, into the bargaining unit, each month, including the employee's name, date of hire, classification and rate of pay.

ARTICLE 30 - PROBATIONARY AND QUALIFYING PERIODS

A. The probationary period for new or rehired employees shall be six months of continuous employment. Probationary employees may be discharged for any reason without recourse to the Grievance and Arbitration Procedures contained in Articles 37 and 38. Upon completion of the probationary period, the employees shall accrue seniority retroactively to the date of hire.

B. The qualifying period for a newly promoted employee shall be six (6) months. An employee who does not meet the requirements necessary for a satisfactory completion of the qualifying period shall have his/her employment maintained at the rate of pay earned immediately prior to the promotion. The District shall return the employee to the same classification held prior to the promotion when possible. If a vacancy in the same classification is not available, the District will place the employee in a position which he/she is qualified to perform. When a vacancy occurs in the unit in the classification the employee held immediately prior to the promotion or a comparable classification within the unit becomes available, the employee must accept the position. The District may offer and the employee may accept a position outside the bargaining unit; however, such is not required in fulfilling the intent of this provision. The actions resulting from a failure to successfully complete the qualifying period are not subject to the Grievance and Arbitration Procedures of Articles 37 and 38.

C. The probationary period and the qualifying period may be extended up to an additional three (3) months upon mutual agreement of the Association and the District.

ARTICLE 31 - PART-TIME AND TEMPORARY EMPLOYEES

The District retains the right to hire part-time and temporary employees. Part-time employees are those whose regular work schedule involves less than eight (8) hours per day or less than 40 hours per week. A temporary employee is one hired without a permanent assigned position which may or may not fit within the regular classification system. The District shall notify the Association in writing at the time the District suspects a temporary position is needed for more than six (6) months with the exception of temporary positions in Customer Care which are utilized for up to two (2) years.

Temporary employees shall not be hired in a classification in which there is a regular employee on layoff who is qualified to perform the work. Where a regular employee in the same department is capable of performing the duties of the classification in that department by working out-of-range for training purposes, or where the work in that classification is light duty work and there is a regular employee who is disabled from working a heavier duty job but who is qualified and released for that light duty work in that classification, the District shall make a reasonable effort to utilize those employees before hiring a temporary employee. However, it is recognized that the District may utilize temporary employees without first offering the assignment to a permanent employee when such assignment involves special, one-time projects.

Service rendered in temporary status shall not count for purposes of seniority unless the employee is placed into a full-time position with no break in continuous service.

Part-time employees shall receive one-half of the regular holiday, ~~disability~~sick leave, and vacation benefits. Part-time employees shall not be entitled to seniority rating, but upon becoming full-time shall receive seniority credit for their part-time service converted to full-time equivalent (e.g., half-time for one (1) year equals one-half year of seniority). Part-time employees who temporarily work full-time for three (3) or more consecutive months will receive ~~disability~~sick and vacation leave at the full-time rate during the period for which they are working full-time. Should a holiday occur during the assignment, the employee will receive the full holiday pay. Should an assignment not be anticipated to be three (3) months, but in fact exceeds three (3) months, these benefits will be adjusted retrospectively. In no event will the District schedule assignments solely to avoid the payment of this increased benefit.

ARTICLE 32 - BARGAINING UNIT WORK - LVVPEA

Professional employees, supervisors and other members of management may perform duties normally assigned to the employees covered by this Agreement only when doing so for: limited purposes, emergency situations, incidental duties coincident to their work outside normal working hours, to cover absences of Unit employees in unique, specialized positions, or when the performance of such duties is necessary coincident to the performance of job-related professional, supervisory, or management duties.

The intent of this article is to safeguard against displacement of LVVPEA Unit personnel from overtime and other premium pay opportunities, and to protect against erosion of the Bargaining Unit.

ARTICLE 33 - SENIORITY

A. "Seniority" is defined as the length of an employee's continuous service with the District from the date of hire. An employee who has prior service and is rehired may regain prior seniority subject to the provisions of Section (C) in this article.

In calculating seniority for an employee in full-time status, an accumulated year of seniority shall consist of a minimum of 1250 hours in paid status (or on leave of absence because of a work-related injury) during a 12-month period.

B. All seniority rights accrued under this Agreement shall be terminated by:

1. Discharge;

2. Retirement;

3. Layoff without recall to work for a continuous period equal to one-half of the seniority accumulated at the time of layoff, or one (1) year, whichever is shorter;

4. Failure to report for work from layoff within five (5) working days after being notified by telephone, in person, e-mail or certified letter to the employee's last address on record, unless a reason satisfactory to the District is given.

C. Employees who have had prior service with the District and are rehired may regain previous seniority rights subject to the following conditions:

1. The employee was not separated for any of the reasons enumerated in Section (B) of this article.

2. The employee works in a permanent position for a period of time equal to the time of separation, or a minimum of six (6) months. (An employee who is separated for six (6) months or less must work a minimum of six (6) months due to the probationary period.)

D. "Bridging of Service" is defined as a recapture and reinstatement of credit for prior employment time. An employee who meets the conditions in this section, and is able to recapture the prior employment credit, shall have seniority rights and benefits for all period(s) of permanent employment. The seniority rights and benefits referred to in this provision include, but are not limited to, the following:

1. Layoff requirements;

2. Shift assignments;

3. Annual leave accrual;

4. ~~Disability~~Sick leave pay off;

5. Service recognition (pursuant to Article 25);

6. Regaining forfeited ~~disability~~sick leave, with the following condition: An employee who has been paid for a portion of his/her ~~disability~~sick leave

accrual balance must repay to the District the amount of the ~~disability~~sick leave pay off in order to be credited for the entire ~~disability~~sick leave accrual he/she had prior to separation. In other words, if an employee had 100 hours of ~~disability~~sick leave accrual balance at the time of separation, and was paid for 50 of those ~~disability~~sick leave hours at $5 per hour, that employee would have to repay the $250 (50 hours X $5 per hour) in order to regain the 100 hours of accrued ~~disability~~sick leave he/she had at the time of separation.

Repaying the amount of ~~disability~~sick leave pay off shall be subject to the following time limits: If the period the employee wishes to bridge is less than two (2) years, the employee must repay the ~~disability~~sick leave pay off within two (2) years from the date of rehire. If the employee is bridging two (2) years or more, then the employee must repay the ~~disability~~sick leave pay off at the time he/she recaptures all other prior employment credits. The repayment must be made in one (1) lump sum.

The forfeited ~~disability~~sick leave will not be credited to the employee's account until payment has been made. An employee who did not receive pay for unused ~~disability~~sick leave at separation shall regain the ~~disability~~sick leave balance upon satisfying the conditions of Section (C) of this article.

ARTICLE 34 - LAYOFF AND RECALL PROCEDURE

A. **Layoffs**. If a layoff due to a reduction in force is found to be necessary, the District shall, except in cases of unusual emergency, provide 30 calendar days' prior written notice to the affected employees and the Association.

When a layoff becomes necessary, employees shall be laid off by District seniority from the affected job classifications as follows:

1. Temporary employees;

2. Initial hire probationary employees;

3. Part-time employees;

4. All other employees required to be removed, provided the remaining employees are capable of performing the remaining work at required performance levels and standards;

5. The designated Association Representatives shall be the last to be laid off, provided that they are capable of performing the remaining work at required levels and standards.

B. **Bumping**. Employees within the LVVPEA Unit who are subject to layoff but who have greater District seniority than an employee in lower-paid classification and who has previously worked in that classification or predecessor classification may, bump the least senior employee from the lower-paid classification, if the District concludes that they are qualified.

C. **Temporary Work**. Employees who are subject to layoff may be assigned elsewhere on the basis of District seniority to available temporary work which they are qualified to perform, or be laid off if no such work is available. In the event affected employees are assigned to other temporary work, such assignments shall be without loss of seniority or recall rights. The District shall notify the employee of the estimated duration of the temporary assignment and shall thereafter notify the employee of any changes in that estimate.

D. **Recall**. Laid-off employees shall be recalled to the jobs from which they were laid off in the inverse order of layoff. Employees whom the District decided to recall from layoff will be notified either by telephone, in person, e-mail or certified letter to the employee's last address on record, it being the responsibility of the employee to keep the District informed of his/her current correct address. The District may fill the vacancy on a temporary basis pending the return of such employee. An employee so notified shall report for work or notify the District of his/her intention to report for work within five (5) working days after notification has been given to the employee to report for work. The employee shall return to work at the agreed-upon date, but not later than five (5) working days after receipt of such notice unless a reason satisfactory to the District is given. For purposes of this article, it shall be conclusively assumed that employees have received such notice to report for work three (3) working days after notice is sent by certified mail or e-mail to their last known address, unless in fact such notice was received prior thereto. If an employee fails to comply with any of the provisions of this section he/she may be terminated.

ARTICLE 35 - LABOR/MANAGEMENT COMMITTEE

A. A Committee of the District and the Association shall meet at the request of either party. The meetings will be held at mutually agreed times and places and shall be for the purposes of:

1. Discussing the administration of this Agreement;

2. Exchanging general information of interest to the parties; and

3. Giving the Association the opportunity to share the views of its members and/or make suggestions on subjects of interest to its members.

B. Any issues to be discussed shall be advanced by the requesting party to the other at least 72 hours prior to the scheduled meeting time unless the issue is a matter of urgent nature.

C. Any conclusions or mutual recommendations of this Committee shall be reduced to writing. It is understood that this Agreement cannot be amended except by decision of the District's Board of Directors following mutual agreement between the parties hereto. However, matters of interpretation and clarification can be resolved by written agreement between designated representatives of the District and the Association.

ARTICLE 36 - DISCHARGE, DISCIPLINE AND PERSONNEL FILES

A. The right to maintain discipline and efficiency of employees is vested exclusively in the District.

B. The District shall have the right to discharge or discipline any employee for cause, but in determining discipline the District shall not transfer, reassign, reclassify or demote any employee for disciplinary purposes. The term "cause" shall include, but not be limited to, the following: willfully falsifying or withholding material information on personnel questionnaires, personnel records, employment applications, production or work performance reports, time cards, or any other records or reports; recording on another employee's time card; failure to properly record time; performance of work below required standards; failure to perform assigned duties; refusing to work overtime, unless circumstances prevent it; negligence in the performance of duties likely to cause or actually causing personal injury or property damage; fighting or attempting injury to another employee; insubordination; dishonesty; stealing; destroying or willfully damaging the property of another employee or the District; the abuse or personal use of District vehicles or equipment; unauthorized performance of service for customers or contractors of the District; any conduct intended to avoid full payment of customer water bills; acceptance of remuneration from customers, vendors, suppliers, or others; the use or being under the influence of drugs or alcoholic beverages during working hours; carrying or possessing firearms or weapons while on the job; excessive tardiness or absenteeism; unsatisfactorily explained absences; unauthorized absence without proper notice; abuse of ~~disability~~sick leave; malicious communication of false or defamatory oral or written statements directed against a fellow employee, the District, its Board of Directors or management, or the products or services of the District; sleeping on the job; or failure to comply with District rules, including safety rules.

The District shall be reasonable in determining "cause" in any particular case. The concept of "for cause" includes the principle of progressive discipline for minor offenses.

C. The District shall notify the Association within seven (7) calendar days after the issuance of a written reprimand.

D. The District shall notify the Association of the District's intent to suspend an employee. When suspension is contemplated, the last phase of the investigation process shall be a meeting wherein the employee and the Association Representative are informed of the allegations and given the opportunity to respond. The discipline may be postponed to allow for consideration of evidence the employee produced or further investigation of the employee's response.

E. If the District is considering termination for cause, it will first give the employee and the Association written notice a minimum of ten (10) working days prior to the termination action being taken. The employee shall be placed on administrative leave with pay during this period. If an extension beyond the ten (10) working days is mutually agreed upon between the District and the Association, or the employee (if not represented by the Association in this matter), the additional days may be with pay at the District's sole discretion.

The written notice shall contain the following:

1. It shall state that discharge is proposed and the specific charges.

2. A statement that the employee may request copies of materials upon which the proposed action is based.

3. A statement that the employee has ten (10) working days to meet with the District to discuss this situation.

This meeting is the employee's opportunity to present evidence and information regarding the intended termination. Therefore, the employee shall provide information in response to the charges as well as any other information he/she wants the District to investigate or consider. Usually this meeting is with the member of management who has signed the pre-termination notice.

At the completion of this meeting the employee may remain in paid status at the District's sole discretion pending the investigation of information and evidence provided in the meeting. The District will provide a written decision after the conclusion of its investigation with a copy to the Association.

F. In cases of contemplated discharge or suspension concerning misconduct which presents possible harm to persons or property or pending criminal charges which adversely and directly affect the District or substantially disrupts District

operations, the District may immediately suspend the employee with pay upon giving the appropriate notice in Sections (D) and (E) above.

G. The employee shall have access to his/her personnel file, and the employee's representative shall also have access upon prior written authorization of the employee. A written reprimand or warning which is given to an employee must, in order to remain effective, be placed in the employee's personnel file. An employee may insert into the personnel file a rebuttal statement which is directly in response to written reprimands or other negative commentary in the file. Also, if two (2) years have passed without any further warnings or reprimands or discipline of any kind, the reprimand, warning or suspension record shall be removed from the file. Formal periodic evaluations are exempt from this removal requirement.

ARTICLE 37 - GRIEVANCE PROCEDURE

A. Grievance Defined

1. Employee grievance is a claim by one (1) or more employees covered by this Agreement (or by the Association on behalf of the employee(s) covered hereby with the consent of the employee(s)) that the District has violated an express term of this Agreement.

2. Association grievance is a claim by the Association alleging a violation of the provisions of this Agreement on matters impacting a group of employees, the bargaining unit as a whole, or upon the Association.

3. District grievance is a claim by the District alleging a violation of the provisions of this Agreement.

B. Grievance Rights

1. The employee(s) may, if desired, be accompanied by a representative of the Association. If the employee has requested the presence of a representative, the person conducting the meeting shall schedule the meeting at a time and place to permit the representative to be present.

2. The person conducting the meeting may be accompanied by another member of management.

3. Any settlement of a grievance between an individual employee and the District shall be consistent with the terms and provisions of this Agreement, and an Association Representative shall have the opportunity to be present at these discussions regarding a settlement.

4. Not more than two (2) Association Representatives shall meet with the General Manager or designee at the second step of the Association

Grievance Procedure. The General Manager also has the right to have one additional Management Representative present.

C. Employee Grievance Procedure

In the interest of fostering the best employee/supervisory relationships and of facilitating problem resolution at the lowest possible level, the following procedure shall be utilized when a grievance is alleged by one or more employees.

1. **Informal Level** - Within five (5) workings day of the event giving rise to the grievance or of the date the employee had reasonable knowledge of such event, the employee will schedule a meeting with his/her immediate level of supervision to discuss the matter. The employee shall identify that this meeting is requested as an informal grievance resolution meeting. The supervisor (or the manager, if he/she is the first level of supervision for the employee) will schedule the discussion without delay. If a meeting cannot be held within five (5) working days after the employee's request is made, the supervisor or manager will provide a written extension of time within which the meeting will take place. Employees are encouraged to meet and resolve the problem at this level without representation; however, if the employee believes circumstances warrant, the employee may be accompanied by a representative. The supervisor or manager shall render a written decision to the employee (with a copy to the Association) within five (5) working days after the meeting. The grievance presented is not required to be in writing at this level, although the informal step is mandatory.

2. **Formal Level**

   a. **Step One** - If the grievance is not settled in the informal level, the grievant (or Association Representative on behalf of and with the consent of the employee(s)), shall submit to the next level of management in the department a signed, written and dated grievance statement fully setting forth the facts surrounding the grievance and detailing the specific provisions of the Agreement alleged to have been violated and the remedy sought. The written grievance shall be submitted within five (5) working days after the decision at the informal level was given to the employee. Within five (5) working days from the date the formal grievance is received, the recipient of the grievance will hold a meeting to review and discuss the grievance. Within five (5) working days following completion of this meeting, management shall give a written reply to the grievant (with a copy to the Association), and such shall terminate Step One.

b. **Step Two** - NOTE: If the department head as the employee's next level of management hears the grievance at Step One, the grievance shall be considered as having been heard at Step Two and the provisions of Step Three shall govern.

If the grievance is not settled in Step One, the written grievance must be presented to the appropriate department head within five (5) working days after the termination of Step One. Within five (5) working days from the date the department head receives the grievance, the department head or designee will hold a meeting to review and discuss the grievance. Within five (5) working days following completion of this meeting, the department head or designee shall give a written reply to the grievant (with a copy to the Association), and such reply shall terminate Step Two.

c. **Step Three** - If the grievance is not settled in Step Two, the written grievance must be presented to the General Manager or designee within five (5) working days after the termination of Step Two. Within five (5) working days from the date the General Manager or designee receives the grievance, the General Manager or designee will hold a meeting to review and discuss the grievance. Within five (5) working days following completion of this meeting, the General Manager or designee shall give a written reply to the grievant (with a copy to the Association), and such reply shall terminate Step Three.

D. Association Grievance Procedure

1. Step One

a. The President of the Association shall submit a letter to the Director of Human Resources advising of the occurrence of a grievable event, stating the facts surrounding the event and the alleged violations of the Collective Bargaining Agreement.

b. The letter must be submitted within ten (10) working days of the occurrence (or when the Association reasonably should have had knowledge of the event) which is the basis of the claim.

c. Within ten (10) working days of receipt of the letter, the Director of Human Resources will hold a meeting exclusively for discussion of the grievance. A reasonable number of Association and District Representatives may attend this meeting.

d. The meeting will be scheduled at such time and place to permit all representatives to be present.

e. Any resolution of the matter shall be reduced to writing and signed by both parties.

2. <u>Step Two</u>

a. If the matter is not settled in Step One, the written grievance must be submitted directly to the General Manager within five (5) working days after the conclusion of the Step One meeting.

b. The written grievance shall be signed and dated fully setting forth the facts surrounding the grievance and detailing the specific provisions of the Agreement alleged to have been violated and the remedy sought.

c. Within five (5) working days from receipt of the written grievance, the General Manager or designee will hold a meeting to review and discuss the grievance.

d. Within five (5) working days following this meeting, the General Manager or designee shall give a written reply to the Association. This reply shall be considered the final step of the Association Grievance Procedure.

E. <u>District Grievance Procedure</u>

1. A District grievance must be submitted in writing by the General Manager to the President of the Association within ten (10) working days of the occurrence or when the District reasonably should have had knowledge of the event which is the basis of the claim.

2. Such grievances shall be signed and dated, fully setting forth the facts surrounding the grievance and detailing the specific provisions of the Agreement alleged to have been violated and the remedy sought.

3. Upon receipt of a District grievance, the President of the Association or designee will contact the Director of Human Resources to schedule a meeting exclusively for discussion of the grievance.

4. This meeting will be held within ten (10) working days of receipt of the grievance.

5. A reasonable number of Association and District Representatives may attend this meeting. The meeting will be scheduled at such a time and place to permit such representatives to be present.

6. If the grievance is not resolved at this meeting, the parties shall participate in a mediation conference with a Mediator from the Federal Mediation and Conciliation Service to attempt to resolve the dispute.

7. Any resolution of the matter shall be reduced to writing and signed by both parties.

F. Time Limits

In computing time limits in this article, "working day" shall be defined as a day the District offices are open for business. If a grievance is not processed in accordance with the time limits set forth in this article, it shall not be subject to arbitration. If the party receiving the grievance should fail to meet any time limits specified at any step herein, the grievance shall be deemed denied at that step and the grieving party may proceed to the next step within the applicable time limits.

Any time limits in this article may be extended by mutual written consent.

G. Trainees

It is agreed that the District and the Association may utilize "trainees" to accompany their designated representatives to step meetings under this article. The Association trainee will be provided release time to attend these meetings.

ARTICLE 38 - ARBITRATION

A. Grievances which are not settled pursuant to Article 37 (Grievance Procedure), and which the Association desires to contest further, and which involve the interpretation or application of the express terms of this Agreement (including the interpretation or application of the terms of Article 3, Section (B) (Employer Retained Rights), shall be submitted to arbitration as provided in this article, but only if the Association gives written notice to the District of its desire to arbitrate the grievance within five (5) working days after the termination of Step Three of the Employee Grievance Procedure or Step Two of the Association Grievance Procedure. It is expressly understood that the only matters which are subject to arbitration under this article are grievances which were processed and handled in accordance with the Grievance Procedure of Article 37, and which are not expressly excluded from arbitration by other provisions of this Agreement.

B. The parties shall participate in a pre-arbitration conference with a Mediator from the Federal Mediation and Conciliation Service to attempt to resolve the dispute.

The hearing must be held as promptly as possible if the grievance is a discharge.

Any grievance submitted to arbitration under the provisions of this article shall be in accordance with the rules of the Federal Mediation Conciliation Service.

C. As soon as possible, and in any event, no later than five (5) working days after the conclusion of the pre-arbitration conference, the parties shall request a list of seven (7) arbitrators from FMCS. Arbitrator selection process shall be decided

by lot and each party shall alternately strike names until one name remains. Both parties shall make every effort to mutually set forth the issue(s) to be arbitrated in advance of the arbitration hearing date.

D. Employees called as witnesses shall be released from regularly scheduled duties without loss of pay while they are testifying. The District shall schedule such witnesses so as to minimize loss of work time. In no event shall an employee be paid for time served as a witness beyond his/her normal work schedule.

E. The decision of the Arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other. The function and purpose of the Arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which application of the Agreement depends. The Arbitrator shall therefore not have authority, nor shall he/she consider it his/her function to decide any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The Arbitrator shall not give any decision which in practical or actual effects modifies, revises, detracts from or adds to any of the terms or provisions of this Agreement. The Arbitrator shall not render any decisions or award, or fail to render any decision or award, merely because in his/her opinion such decision or award is fair or equitable. The Arbitrator shall have no power to render an award on any grievance occurring before the effective date of this Agreement.

F. If the Arbitrator finds that the District has discharged an employee without cause and orders reinstatement with back pay, all earnings received by the employee and all wages for any comparable employment refused by the employee shall be credited against back pay. The employee will provide such evidence regarding the aforementioned as is required by the District.

G. The decision of the Arbitrator within the limits herein prescribed shall be final and binding upon the parties to the dispute.

H. All fees and expenses of the Arbitrator shall be shared equally by the Association and the District. Each party shall bear the expense of the presentation of its own case.

I. The Arbitrator may hear and determine only one (1) grievance at a time unless they are necessarily related or the parties expressly agree otherwise.

J. Time Limits: In computing time limits in this article, "working day" shall be defined as a day District offices are open for business. Any time limit in this article may be extended by mutual written consent.

ARTICLE 39 - ASSOCIATION REPRESENTATION

A. The Association shall have the right to designate its own representatives to participate in grievances, negotiations, meetings with management, and to attend to other business and activities of the Association.

Association Representatives are to promote harmony between the employees and the District and to advise the employees in the adjustment of their work-related problems.

The Association shall provide the District with a list of accredited employee representatives and maintain its currency.

B. Association Representatives shall be granted release time with pay to attend meetings with the District to adjust employees' work-related problems as set forth in Section (A) above; Article 37 (Grievance Procedure); Article 35 (Labor/Management Committee); Article 36 (Discharge, Discipline and Personnel Files); and any other meetings, including negotiations, which have a direct impact upon the Association. Association Representatives shall not leave their assigned work locations or interrupt their own duties or another employee's duties except as provided under this section and Section (C) of this article. Such meetings shall be scheduled at a mutually convenient time.

C. The Association has repeated its representation to the District that granting some release time to Association Representatives for the investigation of grievances would lead to the more expeditious resolution of problems, and would improve the efficiency of District operations. Release time will not be unreasonably withheld, but will be granted only upon advance approval by the supervisors involved, and will be scheduled by them so as to minimize interruption of the District's business. If at any time the District determines that release time has been abused, or has proven not to have been a productive use of District time, it shall consult with the Association. If the situation does not thereafter improve, the District may discuss with the Association the limit of the privilege.

D. Subject to compliance with District rules, an authorized representative of the Association who is not a District employee may have reasonable access to District facilities to view the premises and the operations of the bargaining unit, and to attend Step Two and Three grievance meetings pursuant to Article 37 (Grievance Procedure), provided that such representative first notifies management of his presence and does not interfere, in any way, with work in progress.

E. The Association shall, upon written request, and subject to other scheduled events, be permitted reasonable use of meeting space at reasonable times and places. The Association shall be subject to reasonable charge for any clean-up or other extra services provided by the District.

ARTICLE 40 - ASSOCIATION DUES DEDUCTIONS

A. During the term of this Agreement, the District shall deduct monthly Association dues from the available wages of those employees who have individually and voluntarily authorized such deductions to be made. The form of authorization shall be approved by the District and the Association. Said deduction, which is revocable at will, is limited in amount to monthly dues, and will not cover back dues, special assessments, initiation fees or other charges. The District shall each month furnish to the Association a list of employees for whom the deduction was made, together with a check for the total amount of deductions.

B. The District agrees not to honor any dues deduction authorizations executed by any employee in the Bargaining Unit in favor of any other labor organization, unless otherwise authorized by the Employee-Management Relations Board.

C. The Association agrees to indemnify, defend and hold the District harmless against any and all claims or suits that may arise out of or by reason of action taken by the District in reliance upon any authorization cards submitted by the Association or any employee to the District. The Association agrees to refund to the District any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence of error or mistake.

D. The Association will certify, to the appropriate department as determined by the District, in writing, annually, the current rate of membership dues. The District will be notified of any change in the rate of membership dues 30 days prior to the effective date of such change.

E. Said dues deduction will be withheld from the second pay period of each month. The District will not be required to honor for that month's deduction any authorizations or revocations that are delivered to it later than ten (10) days prior to the second pay period of the month.

ARTICLE 41 - WORK STOPPAGE

A. Neither the Association nor its members, or agents, or representatives, or the employees, or persons acting in concern with any of them, shall incite, encourage, or participate in any strike walkout, slowdown, or other work stoppage of any nature whatsoever or any picketing during the term of this Agreement. In the event of any strike, walkout, slowdown, work stoppage or picketing, or threat thereof, the Association and its officers will do everything within their power to end or avert the same. The District shall not cause or engage in a lockout.

B. An employee authorizing, engaging in, encouraging, sanctioning, recognizing or assisting any strike, slowdown, picketing, work stoppage, or other concerted interference in violation of this article, shall be subject to immediate dismissal notwithstanding NRS 288.250. The District reserves the right to selectively discipline employees hereunder.

C. If NRS 288 is amended during the term of this Agreement to permit strikes by local government employees, the operation of this clause shall remain in full force and effect notwithstanding any statutory changes.

ARTICLE 42 - PROVISIONS OF LAW

It is understood and agreed that this Agreement is subject to all current and future applicable Federal and State laws and regulations. Should any valid federal or state law or final determination of any administrative agency or court of competent jurisdiction affect any provision of this Agreement, the provision or provisions so affected shall be made to conform to the law or determination, and otherwise this Agreement shall continue in full force and effect. It is agreed that in the event a provision of this Agreement is so judged to be invalid or unlawful, the District and the Association shall meet immediately and commence negotiations to modify and bring the invalidated provision into compliance. The parties hereto agree to refrain from initiating any legal action or taking individual or collective action that would invalidate Articles of this Agreement.

ARTICLE 43 - EFFECT OF AGREEMENT

A. The Association and the District agree that this Agreement is intended to cover all matters affecting wages, hours, and other terms and all conditions of employment and similar or related subjects, and that during the term of this Agreement neither the District nor the Association will be required to negotiate on any further matters affecting these, except as specifically provided herein.

B. Certain managerial decisions may legally require the District to bargain with the Association over the effects of such decisions, and the Association does not waive its right to such "effects bargaining."

C. The parties agree that both LVVPEA and the District have the obligation to comply with the provisions of NRS ch. 288.

D. If either party believes that a violation of NRS ch. 288 has occurred, it is anticipated that that party will immediately communicate the matter to the other party and seek to discuss the matter.

E. Both parties agree that by communicating and discussing a matter neither party forfeits or waives its right to seek a remedy provided for by NRS ch. 288.

ARTICLE 44 - DURATION

A. Except as provided in Section (D) below, this Agreement shall remain in full force and effect until June 30, 2026 unless extended by mutual written agreement.

B. It is agreed that each party may select three (3) non-economic issues to reopen each year.

C. On or before February 1 of each year, either party may give notice of its desire to negotiate under the provision in Section (B) above. Such reopened items to become effective upon agreement, but not earlier than July 1 of the year during which the notice is given, and to remain effective until the end of the Agreement.

D. It is agreed that for the second (2nd) year of this Agreement (2023), either party may select one (1) economic issue to reopen, one (1) for the third (3rd) year of this Agreement (2024) and up to two (2) for the fourth (4th) year (2025). Notice of the desire to negotiate under this provision shall be given anytime during the statutory notice period but in any event no later than prior to February 1, of the applicable year. The opportunities provided for by this paragraph are in addition to the Wage Adjustment reopener, included in Article 4, Paragraph C, herein.

E. It is agreed that any re-opener negotiations and any statutory impasse procedures will be limited solely to the items reopened for negotiation, and that all other terms and conditions of this Agreement shall remain in full force and effect for the entire duration hereof as provided in Section (A).

DATED: JULY 1, 2021

LAS VEGAS VALLEY WATER DISTRICT	**LAS VEGAS VALLEY PUBLIC EMPLOYEES ASSOCIATION**
By: The Board of Directors	**By: _____**
On: July 7, 2021	**On: _____ Date**

DISTRICT POLICY – ALCOHOL AND SUBSTANCE ABUSE

The District and the Association are committed to providing a safe and healthy workplace that is free of the influence of alcohol and substance abuse and/or any illegal activity associated with such. The District has developed policies and procedures to carry forward the intent of this commitment and the Association has been involved in this process.

The policies and procedures are explicit, identify rights, authorities, mutual responsibilities and the consequences of abuse; ensure equitable treatment while safeguarding privacy, due process and confidentiality; and comply with the current Collective Bargaining Agreement as well as applicable federal, state and local statutes and regulations.

It is the responsibility of the District and the Association to thoroughly communicate the policies and procedures to all employees and to encourage employees to seek help through the Employee Assistance Program. It is the District's responsibility to train and educate management employees in objective enforcement.

APPENDIX A

CLASSIFICATION	RANGE
Accounting Assistant	19
Accounting Technician	23
Accounting Technician II	24
Administrative Assistant	22
Administrative Secretary	24
CC&FS Program Associate	27
CC&FS Technology Technician	24
CCFS Data Support Associate	23
Computer Operator	21
Conservation Aide	21
Customer Care Associate I	19
Customer Care Associate II	21
Customer Care Associate III	23
Development Services Associate I	20
Development Services Associate II	22
Dispatcher	21
Dispatcher II	23
Engineering Plans Examiner I	26
Engineering Plans Examiner II	28
Engineering Technician	25
Engineering Technician II	27
Geospatial Technician	24
GIS Technician	23
Graphics Artist	24
Inventory Management Technician I	21
Inventory Management Technician II	23
IT Customer Support Technician	26
Lead Mail/Micrographics Technician (inactive)	21
Mail Delivery Services Technician	13
Meter Maintenance Work Scheduler	23
Office Assistant	11

Purchasing Assistant..... 21
Purchasing Technician..... 23
Records Management Associate…….. 21
Remittance Processing Technician 20
Secretary 22
Senior Accounting Assistant..... 21
Senior Accounting Technician..... 26
Senior Administrative Assistant……. 24

Senior Customer Care Associate 25
Senior Development Services Associate..... 25
Senior Engineering Technician 28
Senior GIS Technician 27
Senior Inventory Management Technician 25
Senior Office Assistant..... 19
Senior Office Assistant II..... 21
Senior Records Management Associate……. 23

Switchboard Operator 17
Technical Assistant 24

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Work Scheduling Assistant II..... 21

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ATTACHMENT III
LAS VEGAS VALLEY PUBLIC EMPLOYEES ASSOCIATION
FISCAL IMPACT ASSESSMENT SUMMARY

Article Number	Article Title	No Change Item	Language Change Only	Cost/(Savings) Item
Preamble			X	
Article 1	Recognition	X		
Article 2	Non-Discrimination		X	
Article 3	Employer Retained Rights	X		
Article 4	Cost-of-Living Wage Adjustments			X
Article 5	Holidays	X		
Article 6	Annual Paid Leave (Vacation)		X	
Article 7	Sick Leave		X*	
Article 8	Special Leave	X		
Article 9	Family and Medical Leave	X		
Article 10	Bereavement Leave	X	X	
Article 11	Court Leave			
Article 12	Military Leave	X		
Article 13	Group Health Insurance	X		
Article 14	Long-Term disability Insurance		X	
Article 15	Employee Assistance Program	X		
Article 16	Flexible Benefits Program	X		
Article 17	Family Care Program		X	
Article 18	Physical Examinations	X		
Article 19	Industrial Injury		X	
Article 20	Safety	X		
Article 21	Uniforms	X		
Article 22	Miscellaneous		X	
Article 23	Pension-Retirement		X	
Article 24	Education Assistance	X		
Article 25	Service Recognition	X		
Article 26	Hours, Overtime and Premium Pay		X	
Article 27	Lunch and Break Periods	X		
Article 28	Classifications and Rates of Pay	X		
Article 29	Recruitment, Selection Placement, Promotions and Transfers		X	
Article 30	Probationary and Qualifying Periods	X		
Article 31	Part-Time and Temporary Employees		X	
Article 32	Bargaining Unit Work - LVVPEA	X		
Article 33	Seniority	X		
Article 34	Layoff and Recall Procedure	X		
Article 35	Labor/Management Committee	X		
Article 36	Discharge, Discipline and Personnel Files	X		
Article 37	Grievance Procedure	X		
Article 38	Arbitration	X		
Article 39	Association Representation	X		
Article 40	Association Dues Deductions	X		
Article 41	Work Stoppage	X		
Article 42	Savings Clause	X		
Article 43	Effect of Agreement		X	
Article 44	Duration		X	
Appendix A	Job Class Listing		X	
*	Universal change throughout the contract			

ATTACHMENT IV
LAS VEGAS VALLEY PUBLIC EMPLOYEES ASSOCIATION
FISCAL IMPACT SUMMARY

Article #	Article Description	New Benefit or Change in Benefit	Summary of New Benefit or Change in Benefit	Current Contract Cost	Year 1 Contract Cost/(Savings)	Percentage Increase/(Decrease)
4	COLA	Change	All employees will receive a 2.3% wage increase effective the first full pay period in July.	$15,155,858	$348,585	2.3%

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM

June 1, 2021

Subject: Collective Bargaining Agreement with Water Employees Association of Nevada
Petitioner: John Entsminger, General Manager
Recommendations: That the Board of Directors conduct a public hearing and approve the Collective Bargaining Agreement for employees represented by the Water Employees Association of Nevada, effective July 1, 2021, through June 30, 2026.

Fiscal Impact:
If approved, payroll cost is estimated to increase by approximately $580,764 for Fiscal Year 2021/22, which is available in the District's Operating Budget.

Background:
The Water Employees Association of Nevada (WEANv) has represented District employees under collective bargaining agreements since approximately 1987. The attached Collective Bargaining Agreement (Agreement) is for a five-year term.

This Agreement contains two items with fiscal impacts. The first fiscal impact is a cost-of-living adjustment. Annual cost-of-living adjustments will be calculated based on increases to the Consumer Price Index (CPI) for Pacific Cities, West A as of March of the same year. The second fiscal impact is an increase in allowance for required specialty safety boots and prescription safety glasses for qualifying employees.

The remaining changes modify language in the Agreement, including replacing the term "disability leave" with "sick leave" where appropriate. None of these language changes increase or decrease the pay for employees represented under this Agreement.

Attachment I summarizes the differences between the proposed Agreement and existing WEANv agreements.

Attachment II contains the entire proposed Agreement with the new language underlined and deleted language denoted by strikethrough.

Attachment III is the WEANv 2021-2022 Fiscal Impact Assessment Summary, which outlines by article elements of the Agreement unchanged from the existing WEANv agreement; elements changed with no fiscal impact; and elements changed resulting in a fiscal impact.

Attachment IV is the WEANv 2021-2022 Fiscal Impact Summary, which outlines the total cost of the proposed changes in year one of the Agreement for the 306 employees currently covered by this Agreement. Costs of remaining Agreement years depend on future data and cannot currently be calculated.

This action is authorized pursuant to NRS Chapter 288 and Sections 1(13) and 9(1) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved this item.

Respectfully submitted:

John J. Entsminger, General Manager
JJE:DLJ:MEM:sm
Attachments

AGENDA ITEM # **5**

Article I
2021 Water Employees Association of Nevada Agreement
Summary of Article Changes

Preamble
Update the effective date of the agreement.

Article 7 – Discharge, Discipline & Personnel Files
Updated method of contact for Association.

Article 9 – Association Representation
Clarified release time and updated the Association point of contact.

Article 13 – Hours, Overtime and Premium Pay
Increased maximum compensatory hours allowed to be accrued and used per year. Clarified requirement for cash out requests to align with payroll schedule. Clarified standby period will coincide with payroll week and updated example.

Article 15 – Classifications and Rates of Pay
Incorporated language regarding the training and temporary performance of Heavy Equipment Operator duties.

Article 18 – Disability Leave
Replace the term 'disability leave' with 'sick leave,' including title.*

Article 28 – Physical Examinations
Add verbiage regarding job search process for employees who do not pass the physical exam.

Article 31 – Safety
Clarified process for employee post-accident transport. Increased allowance for safety prescription glasses. Incorporated current practice to provide a safety boot voucher to eligible employees who require specialty safety boots.

Article 38 – Cost-of-Living Wage Adjustment
Update effective dates of cost-of-living wage adjustment.

Article 43 – Duration
Third year economic re-opener option revised to begin the second year.

Memorandum of Understanding Regarding EPDS Review Process
Remove outdated language to reflect current process

*The term "disability leave' updated to "sick leave" throughout the Agreement where appropriate.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

WATER EMPLOYEES ASSOCIATION OF NEVADA

AND

JULY 1, 2021 – JUNE 30, 2026

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PREAMBLE

This Agreement is made and entered into this 1st day of July, 2021, by and between the LAS VEGAS VALLEY WATER DISTRICT, whose address is 1001 South Valley View Boulevard, Las Vegas, Nevada, hereinafter referred to as the "District," and the WATER EMPLOYEES ASSOCIATION OF NEVADA, whose address is Las Vegas, Nevada, hereinafter referred to as the "Association," as a product of the good faith bargaining efforts of both parties and for the purpose of promoting harmonious employer/employee relationships and the efficiency of the District operations.

ARTICLE 1 – RECOGNITION

The District recognizes the Association as the exclusive collective bargaining representative for all regular full-time and part-time employees in the classifications listed in Appendix A.

The parties have agreed that the above unit is the only appropriate unit, and that neither party shall seek a change to include or exclude an employee, position, or classification therein without mutual agreement, Employee-Management Relations Board decisions involving other employers and/or statutory revisions notwithstanding.

The District shall notify the Association, in writing, of its intent to establish any new position or classification, and its position on whether the new classification is a bargaining unit classification.

The Association shall notify the District within ten (10) working days of receipt of notification of any disagreement if the Association believes a classification belongs in the bargaining unit. The District and the Association shall meet and attempt to resolve the disagreement within five (5) working days of the Association's notice to the District. If the parties are unable to agree at that meeting, or at subsequent mutually agreed-upon meetings, the District may post and fill the position, and the dispute shall be resolved by the Local Government Employee-Management Relations Board as provided under NRS 288.170.

If the new position is agreed to be, or determined by the Employee-Management Relations Board to be, a bargaining unit classification, the parties shall meet promptly pursuant to the provisions of Article 15 (Classifications and Rates of Pay).

ARTICLE 2 - NON-DISCRIMINATION

A. There shall be no unlawful discrimination by the Association or the District of any kind against any employee on account of race, color, religion, sex, sexual orientation, sexual identity or expression, national origin, age, physical, visual or aural handicap, or Association membership or non-membership.

B. Any use of gender in this Agreement, including job classifications, shall be interpreted as referring to either male or female.

ARTICLE 3 - RETAINED RIGHTS

A. In order to operate its business and to maintain the efficiency of its operations, the District, 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 plants, facilities, equipment, and water conduits, and the personnel and work functions assigned thereto;

2. The products to be produced and sold, the facilities or water conduits to be constructed, and the services to be rendered, their quality and quantity, the methods and processes of service, maintenance, production, operation and construction, and the materials to be used;

3. The sales methods and sales price of all products and services; the purchase price of all purchases; and the legal, operational, organizational and financial structure of the District;

4. The services, tools, equipment, and machinery, except as limited by Article 31 (Safety); the production, maintenance and service standards;

5. The utilization of all District properties, easements, premises, equipment, and facilities;

6. The selection and hiring of all new employees; the promotion and demotion of all employees, except as limited by Article 8 (Recruitment, Selection, Placement, Promotions and Transfers); and

7. The number of employees whether, when or where there is a job opening; whether to lay off employees as the result of the exercise of any rights of the District not limited by the clear and explicit language of this Agreement, and the number of employees to be laid off.

B. Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the rights of the District enumerated in (A) above not expressly limited by the clear and explicit language of this Agreement, or arising out of or in any way connected with the effects of the exercise of any of such above-described rights, is not subject to the grievance and arbitration provisions set forth in Articles 5 (Grievance Procedure) and 6 (Arbitration).

C. In addition to the retained rights enumerated above, the District shall also retain the right to determine, change, discontinue, alter, or modify, in all or in part, temporarily or permanently, any of the following matters except as limited by the clear and explicit language of this Agreement:

1. The subcontracting of the products to be produced, the services to be rendered, and the construction, operation, and maintenance of plants, facilities and water conduits, provided that this right shall not be exercised in any arbitrary or capricious manner;

2. The work pace, work performance levels, and standards of performance, provided that this right shall not be exercised in an arbitrary or capricious manner;

3. Whether any employee meets the established work pace, work performance levels, and standards of performance, provided that such rights shall be exercised in a reasonable manner;

4. Affirmative action plans to encourage the recruitment, training, retention, and promotion of minority group members and women, provided that this right will not be exercised in an arbitrary or capricious manner, and that the District will discuss with the Association any substantial changes in its affirmative action program prior to implementation thereof;

5. The methods of reporting and recording time worked, provided that this right shall not be exercised in an arbitrary or capricious manner;

6. The job classifications and the content, duties, and qualifications thereof, provided that this right shall not be exercised in an arbitrary or capricious manner, and that the District will discuss with the Association any substantial changes therein prior to implementation;

7. The direction and supervision of all of the employees, provided that this right shall not be exercised in an arbitrary or capricious manner;

8. The assignment and transfer of employees District-wide between job classifications, between shifts, and between reporting points, provided that this right shall not be exercised in an arbitrary or capricious manner;

9. Reasonable rules and regulations for all employees; provided that the District will discuss with the Association any new rules prior to implementation thereof, and will post and distribute copies of same to the employees and to the Association;

10. The hours of work, the workweek, and shift schedules, provided that this right shall not be exercised in an arbitrary or capricious manner;

11. The method of funding of each benefit including the identity and selection of each carrier, insurer, or trustee, provided that this right shall not be exercised in an arbitrary or capricious manner;

12. The procedures for the security of the employees, plants, premises, facilities, equipment, and properties of the District, provided that this right shall not be exercised in an arbitrary or capricious manner; and

13. The number of employees assigned to any particular task, function, machine, equipment, operation, or shift, except as limited by Article 31 (Safety), provided that this right shall not be exercised in an arbitrary or capricious manner.

D. The rights of the District set forth in Sections (A) and (C) of this article are listed by way of example rather than limitation. All other rights of the District are also retained.

The exercise of any right reserved to the District herein in a particular manner, or the non-exercise of any such right, shall not be deemed a waiver of the District's right nor preclude the District from exercising the rights in a different manner.

E. None of the rights of the District set forth in this article may be exercised for the purpose of undermining the Association.

F. If there is a direct conflict between any of the above-mentioned rights of the District and the terms of other articles of this Agreement, the latter shall prevail.

G. None of the rights of the District set forth in this article, or otherwise retained, may be exercised in a manner that is contrary to the provisions set forth in NRS 288.150 2(r), 3(c)(1), and 3(c)(2) regarding safety considerations.

ARTICLE 4 - WORK STOPPAGE

A. Neither the Association nor its members, or agents, or representatives, or the employees, or persons acting in concert with any of them, shall incite, encourage, or participate in any strike, walkout, slowdown, or other work stoppage of any nature whatsoever or any picketing during the term of this Agreement.

In the event of any strike, walkout, slowdown, work stoppage or picketing, or threat thereof, the Association and its officers will do everything within their power to end or avert the same. The District shall not cause or engage in a lockout.

B. An employee authorizing, engaging in, encouraging, sanctioning, recognizing or assisting any strike, slowdown, picketing, work stoppage, or other concerted interference in violation of this article, shall be subject to immediate dismissal notwithstanding NRS 288.250. The District reserves the right to selectively discipline employees hereunder.

C. If NRS 288 is amended during the term of this Agreement to permit strikes by local government employees, the operation of this clause shall remain in full force and effect notwithstanding any statutory changes.

ARTICLE 5 - GRIEVANCE PROCEDURE

A. GRIEVANCE DEFINED

1. **Employee Grievance** is a claim by one (1) or more employees covered by this Agreement that the District has violated an expressed term of this Agreement. Employee Grievances may be initiated either singly or jointly. However, for an employee grievance to be initiated jointly, the pertinent facts or circumstances surrounding the grievance must be common to all parties.

2. **Unit Grievance** is a claim by the Association on behalf of an employee, or a designated employee work group or unit, that the District has violated an expressed term of this Agreement. Unit grievances will be processed according to the Employee Grievance Procedure.

3. **Association Grievance** is a claim by the Association alleging a violation of the provisions of this Agreement on matters impacting a group of employees or the bargaining unit as a whole, or when the subject matter in dispute involves a policy affecting one or more employees. Any relief afforded through an Association Grievance shall be prospective; i.e., change or cease and desist, from the date of filing such grievances.

B. GRIEVANCE RIGHTS

1. The grievant may, if desired, be accompanied by a representative of the Association. If the grievant has requested the presence of a representative, the person conducting the meeting shall schedule the meeting at a time and place to permit the representative to be present.

2. The person conducting the meeting may be accompanied by another member of management or a representative from Human Resources.

3. Any settlement of a grievance between an individual employee and the District shall be consistent with the terms and provisions of this

Agreement, and an Association representative shall have the opportunity to be present at these discussions regarding a settlement.

4. Not more than two (2) Association Representatives shall meet with management at the three (3) levels of processing for Unit Grievances. The Management Representative conducting the meeting may be accompanied by another member of management or a representative from Human Resources.

5. Not more than two (2) Association representatives shall meet with the General Manager or designee at the second step of the Association Grievance Procedure. The General Manager also has the right to have one additional management representative present.

6. All meetings held under these Grievance Procedures shall be scheduled at a time and place to permit all representatives to be present.

7. A grievance may be withdrawn by the filing party at any time during the process through notification of such to the other party.

C. EMPLOYEE/UNIT GRIEVANCE PROCEDURE

INFORMAL LEVEL - Both the District and the Association agree that it is mandatory that an employee make a reasonable attempt to resolve matters informally with the appropriate supervisor before filing a formal written grievance. The appropriate supervisor shall be the employee's immediate supervisor or the supervisor/manager who took the action or made the decision giving rise to the grievance. A request for this informal meeting must be made within ten (10) working days after the event giving rise to the grievance or the date the employee (or the Association when the grievance is a Unit Grievance) reasonably should have had knowledge of such event and scheduled as soon as possible thereafter.

The employee may have an Association Representative present for this meeting should he/she so desire.

If a Representative is present, the Representative may present information or argument on behalf of the employee.

The supervisor may be accompanied by another management representative or a representative from Human Resources.

To facilitate the resolution of grievances at the earliest possible point in time, the parties agree to cooperate in and discuss necessary information to insure that any necessary investigation of related matters can be conducted. Both parties will make full disclosure of the information, facts and evidence which bear on the

grievance, including but not limited to furnishing copies of evidence, documents, reports, and written statements relied upon to support their basis of action.

FORMAL LEVELS

1. **Step One**: If a problem is not resolved informally, the grievant or Association Representative shall submit to the appropriate manager a signed, written and dated grievance statement, fully setting forth the facts and/or circumstances surrounding the grievance and detailing the specific provisions of the Agreement alleged to have been violated and the remedy sought. The written grievance shall be submitted within ten (10) working days after the conclusion of the informal process. Within five (5) working days from the date the formal grievance is received, the manager will hold a meeting to review and discuss the grievance. The grievant may, if desired, be accompanied by a representative of the Association, and the manager may be accompanied by another member of management. Within five (5) working days following completion of the meeting, the manager will give a written reply (with a copy to the Association), and such reply shall terminate Step One.

2. **Step Two**: If the grievance is not settled in Step One, the written grievance must be presented to the appropriate department head within five (5) working days after the termination of Step One. Within five (5) working days from the date the department head receives the grievance form, the department head or designee will hold a meeting to review and discuss the grievance. Within five (5) working days following completion of this meeting, the department head or designee will give a written reply (with a copy to the Association), and such reply shall terminate Step Two.

3. **Step Three**: If the grievance is not settled in Step Two, the written grievance must be presented to the General Manager within five (5) working days after the termination of Step Two. Within five (5) working days from the date the General Manager receives the grievance form, the General Manager or designee will hold a meeting to review and discuss the grievance. Within five (5) working days following completion of this meeting, the General Manager or designee will give a written reply (with a copy to the Association), and such reply shall terminate Step Three.

D. **ASSOCIATION GRIEVANCE PROCEDURE**

1. **Step One**:

   a. The President of the Association, or designee, shall submit a grievance form to the Director of Human Resources advising of the occurrence of a grievable event, stating the facts surrounding the

event and the alleged violations of the Collective Bargaining Agreement.

b. The grievance form must be submitted within ten (10) working days of the occurrence, or of the date the Association reasonably should have had knowledge of the event which is the basis of the claim.

c. Within ten (10) working days of receipt of the grievance form, the Director of Human Resources or designee will hold a meeting exclusively for discussion of the grievance. A reasonable number of bargaining unit and District representatives may attend this meeting.

d. Any resolution of the matter shall be reduced to writing and signed by both parties. If there is no resolution, the Director of Human Resources or designee shall issue a Step One response within five (5) working days following the Step One meeting and such reply shall terminate Step One.

2. **Step Two**:

a. If the matter is not settled in Step One, a written grievance must be submitted directly to the General Manager within five (5) working days after the conclusion of the Step One meeting.

b. The written grievance shall be signed and dated fully setting forth the facts surrounding the grievance and detailing the specific provisions of the agreement alleged to have been violated and the remedy sought.

c. Within five (5) working days from receipt of the written grievance, the General Manager or designee will hold a meeting to review and discuss the grievance.

d. Within five (5) working days following this meeting, the General Manager or designee shall give a written reply to the Association and such reply shall terminate Step Two.

E. **TIME LIMITS**: In computing time limits in this article, "working day" shall be defined as a day District main offices are open for business. If a grievance is not processed in accordance with the time limits set forth in this article, it shall not be subject to arbitration and shall be considered settled on the basis of the decision last made by the District. If the District should fail to meet any time limits specified at any step herein, the grievance shall be deemed denied at that step and the grievant may proceed to the next step within the applicable time limits.

Any time limits in this article may be extended by mutual written consent.

F. It is agreed that the District and the Association may utilize "trainees" to accompany their designated representatives to step meetings under this article. An Association trainee will be provided release time to attend these meetings.

ARTICLE 6 - ARBITRATION

A. Grievances which are not settled pursuant to Article 5 (Grievance Procedure) or Article 7 (Discharge, Discipline and Personnel Files), and which the Association desires to contest further, and which involve the interpretation or application of the express terms of this Agreement (including the interpretation or application of the terms of Article 3 (Retained Rights, Section (B)), shall be submitted to arbitration as provided in this article, but only if the Association gives written notice to the District of its desire to arbitrate the grievance within five (5) working days after the termination of the final step of the Grievance Procedure.

It is expressly understood that the only matters which are subject to arbitration under this article are grievances which were processed and handled in accordance with the Grievance Procedure of Article 5 or the Appeal of Discipline from Article 7, and which are not expressly excluded from arbitration by other provisions of this Agreement.

B. Prior to contacting the Arbitrator, the parties shall participate in a pre-arbitration conference with a mediator from the Federal Mediation and Conciliation Service to attempt to resolve the dispute.

C. As soon as possible, and in any event, no later than five (5) working days after the conclusion of the pre-arbitration conference, the parties shall request a list of seven (7) arbitrators from FMCS. Arbitrator selection shall be made by alternate striking of names until one name remains. The Association shall be the party to strike the first name. Both parties shall make every effort to mutually set forth the issue(s) to be arbitrated in advance of the arbitration hearing date.

D. Employees called as witnesses shall be released from regularly scheduled duties without loss of pay while they are testifying. The District shall schedule such witnesses so as to minimize loss of work time. In no event shall an employee be paid for time served as a witness beyond his normal work schedule.

E. The decision of the Arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other. The function and purpose of the Arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which application of the Agreement depends. The Arbitrator shall therefore not have authority nor shall he/she consider it his/her function to decide

any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The Arbitrator shall not give any decision which in practical or actual effect modifies, revises, detracts from or adds to any of the terms or provisions of this Agreement. The Arbitrator shall not render any decision or award, or fail to render any decision or award, merely because in his/her opinion such decision or award is fair or equitable. The Arbitrator shall have no power to render an award on any grievance occurring before the effective date of this Agreement.

The Arbitrator retains jurisdiction for a period of 120 calendar days from issuance of an award for the limited purpose of clarifying or interpreting the award. Either party, after first having requested the participation of the other party for a joint request, may unilaterally request clarification or interpretation within 60 calendar days of the date the award was issued. The non-moving party then has 15 calendar days to submit any information it wishes to provide for the Arbitrator's consideration. Each party must simultaneously provide to the other party copies of any communications or information submitted to the Arbitrator.

F. If the Arbitrator finds that the District has discharged an employee without cause and orders reinstatement with back pay, all earnings received by the employee and all wages for any comparable employment refused by the employee shall be credited against back pay. The employee will provide such evidence regarding the aforementioned terms as is required by the District.

G. The decision of the Arbitrator within the limits herein prescribed shall be final and binding upon the parties to the dispute.

H. All fees and expenses of the Arbitrator shall be shared equally by the Association and the District. Each party shall bear the expense of the presentation of its own case.

I. The Arbitrator may hear and determine only one (1) grievance at a time unless they are necessarily related or the parties expressly agree otherwise.

J. Time Limits: In computing time limits in this article, "working days" shall be defined as a day District main offices are open for business. Any time limit in this article may be extended by mutual written consent.

ARTICLE 7 - DISCHARGE, DISCIPLINE AND PERSONNEL FILES

A. The right to maintain discipline and efficiency of employees is vested exclusively in the District.

B. The District shall have the right to discharge or discipline any employee for cause, but in determining discipline, the District shall not transfer, reassign,

reclassify or demote any employee for disciplinary purposes. The term "cause" shall include, but not be limited to, the following: willfully falsifying or withholding material information on personnel questionnaires, personnel records, employment applications, production or work performance reports, time cards, or any other records or reports; recording on another employee's time card; failure to properly record time; performance of work below required standards; failure to perform assigned duties; refusing to work overtime, unless exceptional circumstances prevent it; negligence in the performance of duties likely to cause or actually causing personal injury or property damage; fighting or attempting injury to another employee; insubordination; dishonesty; stealing; destroying or willfully damaging the property of another employee or the District; abuse or personal use of District vehicles or equipment; unauthorized performance of service for customers or contractors of the District; any conduct intended to avoid full payment of customer water bills; acceptance of remuneration from customers, vendors, suppliers or others; the use or being under the influence of drugs or alcoholic beverages during working hours; carrying or possessing firearms or weapons while on the job; excessive tardiness or absenteeism; unsatisfactorily explained absences; unauthorized absence without proper notice; abuse of sick leave; malicious communication of false or defamatory oral or written statements directed against a fellow employee, the District, its Board of Directors or management, or the products or service of the District; sleeping on the job; or failure to comply with District rules, including safety rules.

The District shall be reasonable in determining "cause" in any particular case. The concept of "for cause" includes the principle of progressive discipline for minor offenses.

C. All investigatory interviews or meetings will be conducted consistent with the intent of what is commonly referred to as the "Weingarten Rule" which provides that "An employee is entitled, upon request, to the presence of a union representative at any employer interview if the employee reasonably fears that the interview may result in discipline." An investigatory interview or meeting occurs when a supervisory or management employee questions an employee to obtain information which could be used as a basis for discipline or asks an employee to defend his or her conduct.

The supervisory/management representative must inform the employee as to the subject of any such interview or meeting. If the employee has a reasonable belief that discipline may result from what he or she says, the employee has the right to have a representative present during the meeting. Additionally, if the employee initially declines, or does not request, representation but later determines he/she wants representation, the meeting must be recessed and re-scheduled to allow for the presence of a representative.

D. The District shall notify the Association, via email to the Association's executive board, within five (5) days after the issuance of a written warning.

E. The District shall notify the Association, via to the Association's executive board of the District's intent to suspend an employee. When suspension is contemplated, the last phase of the investigation process shall be a meeting wherein the employee and the Association Representative are informed of the allegations and given the opportunity to respond. The discipline may be postponed to allow for consideration of evidence the employee produced or further investigation of the employee's response.

F. The District may not discharge an employee for cause without first giving the employee and the Association written notice and a minimum of ten (10) working days following the transmittal of such information prior to the action being taken. The written notice shall include the following:

1. A statement that discharge is proposed and the specific charges.

2. Copies of any materials or documents upon which the proposed action is based.

3. A statement that the employee has ten (10) working days to meet with the District to discuss the proposed action.

The employee and an Association Representative shall meet with the District to review the charges and be given an opportunity to state their position as to whether there are true and reasonable grounds for the proposed action. The discipline may be postponed to allow for consideration of evidence the employee produced or further investigation of the employee's response.

G. In cases of contemplated discharge or suspension concerning misconduct which presents possible harm to persons or property or pending criminal charges which adversely and directly affect the District or substantially disrupts District operations, the District may immediately suspend the employee with pay upon giving the appropriate notice in Sections (E) and (F) above.

H. Any record of disciplinary action, excluding oral warnings, in order to remain effective, must be placed in the employee's official personnel file. The employee shall have access to his or her personnel file, and the employee's representative shall also have access upon prior written authorization of the employee. An employee may insert into the personnel file a rebuttal statement which is directly in response to written warnings or other negative commentary in the file. Also, if two (2) years have passed without any further discipline the warning or suspension record shall be considered null and void and shall be removed from the file. Written warnings for at-fault accidents will only remain in an employee's personnel file for 12 months unless another at-fault vehicle accident occurs during that 12 month period. Formal periodic evaluations are exempt from this removal requirement.

I. Any record of discipline not previously provided to the employee will not be used as a basis for subsequent progressive discipline.

ARTICLE 8 - RECRUITMENT, SELECTION, PLACEMENT, PROMOTIONS AND TRANSFERS

A. Effective January 1, 2016, notice of all bargaining unit vacancies shall be posted on the Hydroweb for not less than seven (7) calendar days prior to the position being filled. Posting locations will be clearly recognizable as such and shall include, as a minimum, the following: in the breezeway outside the Production work area, west wall of Vehicle Maintenance Shop, east wall of the Distribution building, north wall outside Building Maintenance area, Tropical and Montessori Station. Should additional facilities be added during the term of this Agreement with work areas housing members of this unit, additional posting locations will be identified as appropriate. Should the Hydroweb become inaccessible for any reason, the District will increase the posting period one day for each day of inaccessibility. The District also agrees to post non-bargaining unit vacancies below the level of department head, but none of the remainder of this article applies to such postings.

B. The job posting notice, at a minimum, should include the following information, none of which is to be considered as a limitation of the employee's duty assignments once hired:

1. Title and job description of the position.
2. Salary or wage range on hiring date.
3. Work location (general information, subject to change).
4. Minimum qualifications and any necessary or desirable requirements for the classification or position.
5. Selection criteria to be used, eligibility requirements including education, employment, training or experience, and whether equivalent factors will be recognized.
6. Whether there will be competitive testing, and if so, the nature and scope of the test.
7. Address and deadline for filing applications.
8. Number of hours per day (general information, subject to change).
9. Regular assigned work times (general information, subject to change).
10. Statement that the District is an affirmative action equal opportunity employer.

C. When a new permanent position is created, or an existing permanent position becomes vacant, the hiring authority may, at any time during the selection process, fill the position by transfer of a permanent non-probationary employee who has the same classification as that of the vacancy. A transfer is a change in

an employee's department, division or work location without any change to the employee's classification and rate of pay. Any permanent non-probationary employee having the same job classification as that of the vacancy shall be considered for transfer by having filed a request for transfer, on the prescribed form, with the District's Human Resources Department. Upon receipt of the request the District shall forward a copy to the Association. Any such transfer requires the mutual consent of the involved supervisors.

D. The District may use a single or combination of selection devices to assist in determining the qualifications of applicants. The form, content and administration of such selection devices shall be at the sole discretion of the District. All examinations shall be under the supervision of the District's Human Resources Department. The District may decide whether there should be only a promotional list, or also an open competitive list established. Applications shall be accepted only during the period stated in a job posting.

E. Applications for promotional examinations will be accepted only from permanent employees of the District who meet the minimum qualifications announced in the job posting; probationary employees, temporary employees and employees in a qualifying period may not apply. Applications for open competitive examinations will be accepted from the general public as well as any District employee who meets the minimum qualifications announced in the job posting. If a multi-part selection process is used, applicants must pass the preceding part in order to be admitted to the next part. In open competitive examinations, where a multi-part selection process is used, District employees following the above-described process, will be admitted to the next part in the same proportions that they passed the preceding part.

F. Eligibility lists for the posted vacancy may be established when the selection process is completed. The names of all applicants successfully completing all parts of the selection process will be placed on an eligibility list to be used for up to 24 months.

Vacancies may be filled following posting of the vacancy from the following sources: existing eligibility lists (outside applicants), transfers or promotions of bargaining unit employees from applicant pools or hiring a new employee.

G. An equal number of outside applicants and qualified employee applicants, if available, shall be referred to the hiring authority.

When all qualifications and factors are equal, bargaining unit vacancies shall be filled by the applicant who has the most District seniority.

H. **GENERAL PROVISIONS**

1. Involuntary transfers may be made by the District at any time independent of the selection process described in this article, but may not be made for disciplinary purposes.

2. Nothing in this article will preclude the District's filling positions on a provisional or temporary basis pending completion of the selection process. In the event a vacant position is to be filled temporarily and a qualified employee exists, except when business needs dictate otherwise, the initial vacancy shall be filled through the temporary assignment of a bargaining unit employee. The District is not obligated to continue this process for subsequent vacancies created due to the temporary assignment. The selection process for the temporary assignment is not governed by other provisions of this article, nor is it subject to the provisions of Article 5 (Grievance Procedure) or Article 6 (Arbitration).

3. The testing and ranking procedures shall not be subject to grievance nor shall the final selection or placement. However, District employee applicants shall, upon request, be granted a courtesy interview with the hiring authority.

   Further, such applicants, upon request, shall be granted an interview with the Director of Human Resources or designee to discuss the process and any post-selection review procedures which may be available. Additionally, the Association may request a meeting with the Director of Human Resources or designee for specific inquiries, concerns or issues regarding a recruitment, promotion or reclassification.

4. It is the mutual intent of the District and the Association to improve training and Inter-departmental opportunities.

I. When a bargaining unit opening is filled, the District shall notify the Association, in writing, of the employee's name, date of hire, classification and rate of pay.

The District shall notify the Association, in writing, of all posted vacancies prior to the position being filled. Such notice shall include the job description.

ARTICLE 9 - ASSOCIATION REPRESENTATION

A. The Association shall have the right to designate its own representatives to participate in grievances, negotiations, meetings with management, and to attend to other business and activities of the Association. From time to time the Association may require information that is held by various employees or departments within the District. Such information may include but is not limited,

payroll records, timesheets and employee forms. All such requests shall be made to the Director of Human Resources via e-mail.

Association Representatives are to promote harmony between the employees and the District and to advise the employees in the adjustment of their work-related problems.

The Association shall provide the District with a list of accredited employee representatives and maintain its currency.

B. Association Representatives shall be granted release time with pay to attend meetings with the District to adjust employees' work-related problems as set forth in Section (A) above; Article 5 (Grievance Procedure); Article 32 (Labor/Management Committee meetings); Article 7 (Discharge, Discipline and Personnel Files); any meetings effected pursuant to NRS 288.110, 288.190 or 288.200; and any other meetings, including negotiations, which have a direct impact upon the Association. Association Representatives shall not leave their assigned work locations or interrupt their own duties or another employee's duties except as provided under this section and Section (C) of this article. Such meetings shall be scheduled at a mutually convenient time.

C. Association Representatives will also be permitted to use a reasonable amount of release time for the investigation of grievances. Release time will not be unreasonably withheld, but will be granted only upon advance approval by the supervisors involved, and will be scheduled by them so as to minimize interruption of the District's business.

D. “Electronic communication” means any transfer of voice, signs, signals, writing, images, sounds, data, or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic, photo-electronic or photo-optical system and includes, but is not limited to, telephone calls, texts, emails, tweets, instagram, facebook, etc. The preferred method of communication is email.

The Associations’ Executive Board shall be the sole point of contact for all officers, directors, members, attorney, or electronic communications. In additional to the Release time currently specified in Article 9(B) (C), Release Time shall be provided for up to three Association officers, directors or authorized representatives of their choice during designated times, 30 minutes at the beginning of the shift and 30 minutes at the end of the shift, for viewing, reading, calling, answering, or replying to electronic communications received during the workday concerning Association business from members or management. In additional, District employees shall be able to contact their Association representatives throughout the day and leave an electronic message. The Association representatives will return messages only during the designated break times mentioned above or on their unpaid lunch and paid break periods. Except in the case of an emergency, all meetings scheduled between the District

and Association officers, directors or authorized representatives shall be scheduled at least twenty-four hours in advance of the meeting time. The start time of any such meeting will be no earlier than 2:00 p.m.

The Association will inform its membership of the terms of this Release Time provision and of the necessity of abiding by its terms. This shall be the only release time provided for viewing, reading, calling, answering or replying to electronic communications.

If the Association changes their sole point of contact, they will provide a 30 day notice to the District.

E. Subject to compliance with District rules, authorized representative**(s)** of the Association who is not a District employee may have reasonable access to District facilities to view the premises and the operations of the bargaining unit, and to attend grievance meetings pursuant to Article 5 (Grievance Procedure), provided that such representative first notifies management of his presence and does not interfere, in any way, with work in progress.

F. The District shall continue its present practices with respect to the provisions of exclusive bulletin board space to the Association in designated break and work areas. Any posted material will be signed by an Association officer or board member.

G. The Association shall, upon written request, and subject to other scheduled events, be permitted reasonable use of meeting space at reasonable times and places. The Association shall be subject to reasonable charge for any clean-up or other extra services provided by the District.

ARTICLE 10 - BARGAINING UNIT WORK

Supervisors and other management shall not be permitted to perform duties normally assigned to the employees covered by this Agreement, except as follows:

1. Duties performed for limited instructional purposes;

2. Emergency situations (this is intended to cover situations when the bargaining unit personnel who would normally perform the work are not immediately available, and also situations involving unforeseen and unscheduled requirements);

3. When the performance of such duties is of a casual or incidental nature, or when the performance of such duties is a necessary coincident to the performance of supervisory duties; however, the performing of "incidental or casual" duties shall

be restrained in nature and not deny a unit employee a realistic overtime or premium pay opportunity.

The intent of this article is to not displace bargaining unit personnel from overtime or other premium pay opportunities within their normally assigned duties.

ARTICLE 11 - SENIORITY

A. 1. "District Seniority" is defined as the length of an employee's continuous service with the District from the date of hire. An employee who has prior service and is rehired may regain prior seniority subject to the provisions of Section (D) in this article.

2. In calculating District seniority for an employee in full-time status, an accumulated year of seniority shall consist of a minimum of 1250 hours in paid status (or on leave of absence because of a work-related injury) during a 12-month period.

3. "Classification Seniority" is defined as the length of an employee's cumulative service with the District in appointment to a specific classification or in the event of a term change in class title to the duties of a current or its predecessor classification. "Classification Seniority" shall be used in making shift assignments (see Article 13, Section H).

4. All references to "seniority" in this Agreement refer to "District Seniority" as defined in (1) and (2) above, unless specifically identified otherwise.

B. 1. The probationary period for new or rehired employees shall be six (6) months of continuous employment. Probationary employees may be discharged for any reason without recourse to the grievance and arbitration process contained in Article 5 and 6. Upon completion of the probationary period, the employees shall accrue seniority retroactively to the date of hire.

2. The qualifying period for newly promoted employees shall be six (6) months. Employees who do not meet the requirements necessary for a satisfactory completion of the qualifying period shall have their employment maintained at the rate of pay earned immediately prior to the promotion. The District shall return the employee to the same classification held prior to the promotion when possible. If a vacancy in the same classification is not available, the District will place the employee in a position which he/she is qualified to perform. When a vacancy occurs in the classification the employee held immediately prior to the promotion, or a comparable classification becomes available, the employee must accept the position. The District may offer and the employee may accept a

position outside of the bargaining unit; however, such is not required in fulfilling the intent of this provision. The actions resulting from a failure to successfully complete the qualifying period are not subject to the Grievance and Arbitration Procedures of Articles 5 and 6.

3. The probationary period and the qualifying period may be extended up to an additional three (3) months upon mutual agreement of the Association and the District.

C. All seniority rights accrued under this Agreement shall be terminated by:

1. Discharge;

2. Retirement;

3. Layoff without recall to work for a continuous period equal to one-half of the seniority accumulated at the time of layoff, or one (1) year, whichever is shorter;

4. Failure to report for work from layoff within five (5) working days after being notified by telephone, in person or certified letter to the employee's last address on record, unless a reason satisfactory to the District is given.

D. Employees who have had prior service with the District and are rehired may regain previous seniority rights subject to the following conditions:

1. The employee was not separated for any of the reasons enumerated in Section (C) of this article.

2. The employee works in a permanent position for a period of time equal to the time of separation, or a minimum of six (6) months. (An employee who is separated for six (6) months or less must work a minimum of six (6) months due to the probationary period.)

E. "Bridging of Service" is defined as a recapture and reinstatement of credit for prior employment time. An employee who meets the conditions in this section, and is able to recapture the prior employment credit, shall have seniority rights and benefits for all period(s) of permanent employment. The seniority rights and benefits referred to in this provision include, but are not limited to, the following:

1. Layoff requirements;

2. Shift assignments;

3. Annual leave accrual;

4. Sick leave pay off;

5. Service recognition;

6. Regaining forfeited sick leave, with the following condition: An employee who has been paid for a portion of his/her sick leave accrual balance must repay to the District the amount of the sick leave pay off in order to be credited for the entire sick leave accrual he/she had prior to separation. In other words, if an employee had 100 hours of sick leave accrual balance at the time of separation, and was paid for 50 of those sick leave hours at $5 per hour, that employee would have to repay the $250 (50 hours X $5 per hour) in order to regain the 100 hours of accrued sick leave he/she had at the time of separation.

   Repaying the amount of sick leave pay off shall be subject to the following time limits: If the period the employee wishes to bridge is less than two (2) years, the employee must repay the sick leave pay off within two (2) years from the date of rehire. If the employee is bridging two (2) years or more, then the employee must repay the sick leave pay off at the time he/she recaptures all other prior employment credits. The repayment must be made in one (1) lump sum.

   Current employees who have satisfied the conditions and have recaptured their prior service credits shall have two (2) years, from the effective date of this Collective Bargaining Agreement, to repay if they desire to reinstate their sick leave hours.

The forfeited sick leave will not be credited to the employee's account until payment has been made. An employee who did not receive pay for unused sick leave at separation shall regain the sick leave balance upon satisfying the conditions of Section (D) of this article.

ARTICLE 12 - LAYOFF AND RECALL PROCEDURE

A. **LAYOFFS**. If a layoff due to a lack of work or lack of money is found to be necessary, the District shall, except in cases of unusual emergency, provide 30 calendar days' prior written notice to the affected employee and the Association. When a layoff becomes necessary, employees shall be laid off by District seniority from the affected job classifications as follows:

1. Temporary employees;

2. Initial hire probationary employees;

3. Part-time employees;

4. All other employees required to be removed, provided the remaining employees are capable of performing the remaining work at required performance levels and standards;

5. The designated Association Representatives shall be the last to be laid off, provided that they are capable of performing the remaining work at required levels and standards.

B. **BUMPING**. Employees who are subject to layoff, but who have greater District seniority than employees in another lower-paid classification may, if the District concludes that they are qualified, be permitted to bump the least senior employee from the lower-paid classification.

C. **TEMPORARY WORK**. Employees who are subject to layoff may be assigned elsewhere on the basis of District seniority to available temporary work which they are qualified to perform, or be laid off if no such work is available. In the event affected employees are assigned to other temporary work, such assignments shall be without loss of seniority or recall rights. The District shall notify the employee of the estimated duration of the temporary assignment and shall thereafter notify the employee of any changes in that estimate.

D. **RECALL**. Laid off employees shall be recalled to the jobs from which they were laid off in the inverse order of layoff. Employees whom the District decided to recall from layoff will be notified either by telephone, in person or certified letter to the employee's last address on record, it being the responsibility of each employee to keep the District informed of his/her current correct address. The District may fill the vacancy on a temporary basis pending the return of such employee. An employee so notified shall report for work or notify the District of his intention to report for work within five (5) working days after notification has been given to the employee to report for work. The employee shall return to work at the agreed-upon date, but not later than five (5) working days after receipt of such notice unless a reason satisfactory to the District is given. For purposes of this article, if the post office returns a certified letter as undeliverable, the District will have no further obligation for recall of that employee. If an employee fails to comply with any of the provisions of this section he/she may be terminated.

ARTICLE 13 - HOURS, OVERTIME AND PREMIUM PAY

A. **HOURS AND WORKWEEK** - The standard workweek is 40 hours, consisting of ten (10) consecutive hours per day (exclusive of lunch break) during four (4) consecutive days commencing with the first hour and day of the employee's regularly assigned workweek and shift.

For those employees who are assigned to other than the standard workweek, namely a 5/8 workweek, their regular workweek shall consist of eight (8) consecutive hours per day (exclusive of lunch break) during five (5) consecutive days, commencing with the first hour and day of the employee's regularly assigned workweek and shift.

All references to workday or workweek will be interpreted relative to an employee's assigned schedule.

For employees who are changed from 4/10's to 5/8's or vice versa, if 48 hours' notice is not given, overtime shall be paid for all hours worked during the first week of such change.

A non-probationary employee who is scheduled and permitted to report to work during any particular workweek shall be provided with work for the balance of that workweek.

B. **CHANGES FROM ONE SHIFT TO ANOTHER** - The employee's regular shift, may be changed by the employer without incurring overtime liability only if 48 hours' written notice is received by the employee prior to commencement of the employee's regularly scheduled workweek.

If the change of an employee's regular shift is initiated by the District without the 48 hours' notice specified above, the District shall pay the employee at the overtime rate plus shift differential (if applicable) commencing on the first irregular shift and continuing through the balance of the workweek. Should the shift change result in more than ten (10) hours being worked in any 24-hour period, or more than eight (8) hours for employees on 5/8's, the shift differential (if applicable) plus overtime rate shall apply for all hours worked in the 24-hour period.

While it is agreed that as much advance notice as possible should be given, temporary shift changes may be made without the notice requirement being met and without incurring the specified overtime liability for the limited purposes of training, District-wide meetings, and jury duty, or at the request of an employee when such is acceptable to the affected supervisor/manager. However, when temporary changes are made for these reasons, the shift differential, where applicable, will continue to be paid.

In no event shall the operation of the above rules result in the "pyramiding" of overtime.

C. **CHANGES TO STARTING TIMES WITHIN THE SAME SHIFT** – Should a temporary change (1 to 7 days) in starting time within the same shift result in more than ten (10) hours being worked, or more than eight (8) hours for employees on 5/8's, in any 24-hour period, the overtime rate shall apply for all hours worked beyond the regularly assigned hours. In the event of a permanent change in starting times within the same shift or change in days off is instituted without 48 hours' notice, overtime shall be paid for all hours worked in the first workweek of such change.

D. **SEASONAL SHIFT** - If a majority of the affected employees within a given work unit or section requests, through the Association, the District may establish a seasonal work shift for said work unit or section. This seasonal shift shall be in effect from the first Monday in June to the second Friday in September, unless changed by the District and the Association pursuant to the Labor/Management Committee process of Article 32.

1. Unless mutually agreed otherwise, pursuant to the Labor/Management Committee process of Article 32, the seasonal shift for day shift employees shall start one hour prior to the regularly scheduled shift and end one hour prior to the end of the regularly scheduled shift.

2. Unless mutually agreed otherwise, pursuant to the Labor/Management Committee process of Article 32, the seasonal shift for early swing shift employees shall start one hour after the beginning of the regularly scheduled shift and end one hour after the end of the regularly scheduled shift.

E. **OVERTIME** - One-and-one-half (1-1/2) times an employee's regular hourly rate shall be paid for any hours in paid status in excess of 40 in any workweek, or in excess of ten (10) hours, or eight (8) hours for employees on 5/8's, in any workday. When applicable, the following pays shall be added to the regular hourly rate:

1. service recognition;
2. standby pay;
3. shift differential;
4. relief shift premiums.

Overtime pay, or any other premium pay, unless listed above, will be excluded from the regular hourly rate when calculating overtime pay. Except in the cases listed below, the "workday" shall commence, for the purpose of computing daily overtime, at the employee's regular assigned starting time and shall end 24 hours thereafter. Exceptions to this workday provision are:

1. Employees working in 24-hour continuous operations divisions and who are regularly assigned to mixed shifts during their workweek;

2. Employees whose shifts are reassigned to provide relief for any reason.

The District has the sole right to require overtime services, to determine when overtime shall be worked, and who shall work overtime. However, the District will endeavor to distribute overtime assignments within the applicable classification as equitably as business demands will permit through methods such as development of skills inventories and assignment tracking. Following each pay period, an overtime roster in each division shall be posted. The District will post overtime for all overtime, including continuation, call-out, etc., on the roster. Any overtime must be authorized by an employee's supervisor prior to the time such work is performed and all overtime shall be compensated to the nearest 1/10th of an hour.

When employees working in a 24-hour continuous operation are required to provide relief to a permanent shift, such relief hours shall be evenly divided between two (2) employees, and neither shall receive recuperation premium under Section (K) of this article.

F. **COMPENSATORY TIME** - The maximum amount of compensatory time an employee may accrue is 200 hours. In lieu of overtime pay, compensatory (comp) time may be accrued at the employee's option if the employee has a balance that will accommodate the additional time without exceeding the 200-hour maximum.

Employee use (taking time off from work) of compensatory time is limited to 100 hours of compensatory time in a payroll year.

Overtime pay, pursuant to Sections (B), (C) and (K) of this article shall not be accrued as comp time.

Comp time shall accrue at one-and-one-half (1-1/2) hours comp time for each hour of overtime worked.

1. Requests for use of compensatory time off shall be administered in accordance with Article 17 (Annual Leave), Section (I) of this Agreement.

2. Compensatory time may be "cashed out" up to four times during any payroll year. Requests must be made with a minimum of four (4) working days' written notice for processing and must be for a minimum of 20 hours.

3. Payment upon separation of employment shall be as required by the Fair Labor Standards Act.

G. **RELIEF SHIFT PREMIUMS** - All employees who are temporarily assigned to a shift other than their regular assigned shift (i.e., day, swing or graveyard), for the purposes of providing relief shall be paid a premium of $0.30 per hour (in addition to any applicable shift differentials) for all hours worked outside of their regular assigned shifts. Such employees are exempt from the workday provisions as provided in Sections (A) and (E) of this article. The District will attempt to schedule the least senior employee for relief shift whenever possible.

H. **SHIFT DIFFERENTIAL** - A shift differential shall be paid for all hours worked to all employees whose regular shift begins between the hours of 12:00 noon and 8:00 p.m. (designated as swing shift). The amount of the swing shift differential shall be four percent (4%) of the employee's hourly rate.

A shift differential shall be paid for all hours worked to all employees whose regular eight (8) hour shift begins between the hours of 8:00 p.m. and 4:00 a.m. (designated as graveyard shift). The amount of graveyard shift differential shall be) six percent (6%) of the employee's hourly rate.

The District retains the exclusive right to determine whether a second or third shift operation will be scheduled, but shall discuss with the Association prior to implementing, to determine how many and which employees will be assigned to them. However, the District shall endeavor to satisfy employee shift preferences as much as business demands reasonably permit, and when all other factors are equal shall rely upon classification seniority.

Only holidays (including floating holidays) and hours actually worked will be considered as time worked for the purpose of computing shift differentials. Thus, no shift differential will be paid for time off such as sick leave or annual leave. There shall be no duplication or pyramiding of overtime.

I. **SCHEDULED OVERTIME** - When an employee is assigned in advance to work overtime outside of their normally scheduled shift, it shall be considered as scheduled overtime.

In scheduling such overtime, the employee shall be provided a minimum of 16 hours' notice prior to the start of the scheduled overtime and prior to the employee leaving their last shift; otherwise, such work shall be considered a call out subject to the premium pay under Section (J) of this article. It is understood that this provision excludes overtime hours when the employee works as an extension of their regular shift. An extension is defined as a continuation of the subject shift without a break.

If an employee reports for scheduled overtime work, the employee shall receive a minimum of two (2) hours' overtime pay.

J. **CALL OUT AND TRAVEL TIME**

CALL OUT – Off-duty employees who are called out shall be paid on an overtime basis for a minimum of four (4) hours per call out except when the condition(s) in either paragraphs (1) or (2) exist:

1. The period of call out runs into an employee's normal work shift. In this situation he shall be paid at the overtime rate only for the time actually worked outside of his regular shift hours plus the one-half (1/2) hour for travel time.

2. An employee who actually works less than four (4) hours, including the one-half (1/2) hour of travel time on the initial call out and is then called out a second time during the initial four (4) hour period, shall not be entitled to any additional overtime pay unless the aggregate time worked, plus travel time for both occurrences, exceeds four (4) hours.

For employees reporting to District facilities, pay status starts at the time they report to the District facility. For employees with take home vehicles, pay status starts when they report to the job site.

An employee will be eligible for call out pay if he is en route to or arrives at the designated destination prepared to work and the call out is canceled. However, the employee is not eligible for call out pay if he/she is notified of the cancellation of such call out prior to the employee leaving his residence.

The District shall adopt a reasonable system for fairly distributing call out assignments within the applicable classification(s).

TRAVEL TIME – Off-duty employees who are called out shall be paid at the overtime rate for one-half (1/2) hour of travel time for each call out. However, travel time will only be paid in addition to the four (4) hour minimum when the actual time worked for the call out plus the one-half (1/2) hour of travel time exceeds four (4) hours. Travel time will not be paid in addition to the four (4) hour minimum when the actual time worked for the call out plus the one-half (1/2) hour of travel time is less than four (4) hours. For example, for an employee who actually works two (2) hours and 15 minutes, adding the one-half (1/2) hour of travel time still totals less than four (4) hours so the employee only receives the four (4) hour minimum for the call out. However, for an employee who actually works three (3) hours and 45 minutes, the total overtime is four (4) hours and 15 minutes (3 hours 45 minutes + 1/2 hour = 4 hours, 15 minutes). This provision applies regardless of whether the employee reports to District facilities or has a take home vehicle and reports directly to the job site.

K. **RECUPERATION** - Any employee required to work call out**,** continuation or scheduled overtime within the eight (8) hour period immediately preceding

his/her regular scheduled starting time shall be entitled to paid time off from his regular shift as a recuperation period (at his regular straight time hourly rate) for a period of time equal to the time actually worked on the call out, except that an employee on 4/10's shall be entitled to ten (10) hours of recuperation period if he is called out eight (8) hours or more before the beginning of his shift. However, this section is not applicable to call out or scheduled overtime which commences within the three (3) hour period immediately preceding his regular scheduled starting time. If the District fails to provide such a recuperation period, it shall pay the employee on an overtime basis (see Section (E) above) for the time worked within the recuperation period. Employees entitled to recuperation must declare, either prior to or at the beginning of their regular shift, when they will take their recuperation time; i.e., at the beginning or end of the shift.

L. **STANDBY STATUS** - The District may require employees to remain on "standby status" in order to be available for emergencies. When so designated, employees shall be paid a sum equal to 12 hours of pay at their regular hourly rate for each seven (7) calendar days of standby service, or, at the employee's option, 12 hours of annual leave shall be added to the annual leave accrual balance. If one (1) or more paid holidays occurs during a seven (7) calendar day period of standby service, the employee who is on standby will be paid an additional sum equal to eight (8) hours of pay at the regular hourly rate for each such holiday, or, at the employee's option, an additional eight (8) hours of annual leave for each such holiday shall be added to the annual leave accrual balance.

The personnel assigned to standby status shall be those persons normally performing the work and will be selected by seniority among those deemed qualified by the District using the following system:

> Volunteers from the eligible group shall sign up; if volunteers are insufficient to fill the assigned positions, then management shall assign the openings equally among those who remain.
>
> Selection and assignment shall be scheduled at least 30 days in advance, except for emergencies.

Standby status will coincide with the pay week, starting time shall begin at 12:00 a.m. midnight, Saturday, and shall conclude at 11:59 p.m. on Friday. For example, if an employee works Monday through Friday, 7:00 a.m. to 3:30 p.m., their standby will start at 12:00 a.m. midnight on Saturday and will end at 11:59 p.m. on Friday.

Employees on an existing standby list may voluntarily exchange weeks on the list. When employees make arrangements for another employee to cover a portion of their standby assignment, as opposed to the entire week, the standby premium will be paid to the employee assigned for the week. All exchanges, whether for full or partial weeks, must be approved, in advance.

The District may place employees on "standby status" for a weekend. Employees so designated will be paid a sum equal to six (6) hours of pay at their regular hourly rate for each weekend of standby or, at the employee's option, six (6) hours of annual leave shall be added to their annual leave balance. In the event that one (1) or more holiday(s) occur in conjunction with a weekend standby assignment, the affected employee shall be paid an additional sum equal to eight (8) hours of pay at the regular hourly rate for each holiday or, at the employee's option, an additional eight (8) hours of annual leave for each such holiday shall be added to the employee's annual leave accrual balance. Weekend standby will commence at the end of shift on Friday and end at the beginning of shift on Monday, or Tuesday if Monday is a holiday.

M. Should an employee be in a District or private vehicle and on District business (as defined by the current workers' compensation regulations), the employee will be eligible for workers' compensation.

If the employee has permission to drive a District vehicle, they will be covered under the District's automobile insurance.

ARTICLE 14 - LUNCH AND BREAK PERIODS

A. The normal shift schedule for employees (with the exception of employees assigned to work groups on a 24-hour continuous operation) shall include an unpaid lunch period of one-half hour to one (1) hour, depending upon the needs of the department involved.

B. An employee who has actually worked four (4) hours of overtime, and is required to continue to work in overtime status thereafter, shall receive a paid meal period of one-half hour at the end of each such four (4) hour period. Exempt from this paid meal requirement are scheduled overtime days worked on the employee's regular days off.

C. Employees shall receive two (2) 15 minute paid break periods each day: one (1) break period before the lunch period and one (1) break period after the lunch period.

ARTICLE 15 - CLASSIFICATIONS AND RATES OF PAY

A. **GENERAL** - The rate ranges and job classifications for all employees covered by this Agreement for the term hereof shall be as set forth in Appendix A, attached hereto.

B. **DETERMINING CLASSIFICATION/RATES OF PAY** - Newly created job classifications in the bargaining unit and any changes to the job classifications as

set forth in Appendix A are subject to discussion with the Association prior to implementation. The District shall notify the Association, in writing, of any proposed new or modified job classifications. The parties shall meet promptly, but no later than eight (8) working days following notification if the position is vacant, or 30 days if it is not vacant, before any District action is taken.

The District shall have the exclusive right to determine the duties, responsibilities, qualifications and description of new or revised job classifications.

Wage rates for newly created job classifications and for changed classifications shall be comparable, based upon job duties and responsibilities, with the wage assignments contained in this Agreement. Disputes under this article are subject to Grievance and Arbitration (Articles 5 and 6).

C. **RECLASSIFICATION REQUESTS** - Employees may request a reclassification study if they reasonably believe the duties and/or responsibilities of their position have changed significantly. Such request shall be submitted in writing to the Human Resources Department.

If the request is deemed appropriate by the Human Resources Department, it shall conduct a job audit of the position and shall respond in writing as to its estimate of when the audit can be completed.

The employee and the Association shall be provided with a written decision upon the audit which shall include the reasons for the District's decision.

If a position is reclassified the effective date of the reclassification is upon completion of discussion with the Association as required in Section (B). of this article.

D. **PAY ADMINISTRATION** - Except in circumstances specifically indicated otherwise in paragraphs (1) through (5) below, no regular employee will be paid below the entry rate for a position nor shall any wage rate exceed the merit maximum for the position.

1. **Promotion:**

   a. Employees who are promoted to a new job classification in a higher salary range shall receive a promotional increase which is the greater of five percent (5%) or the entry level of the new range. If the difference between the employee's rates of pay and the control point of the new range is not sufficient to permit a five percent (5%) increase, the employee will be paid at the control point of the new range.

b. The Director of Human Resources may, with notification to the Association, set the promotional increase above five percent (5%), not to exceed ten percent (10%), if such is warranted taking into consideration the length of time since the last merit increase and the rates of pay of employees in the same class and work group. Promotional increases above five percent (5%) as set forth herein are not subject to the Grievance and Arbitration Procedure (Articles 5 & 6) of this Agreement.

2. **Transfer:** When an employee transfers to a different position, whether the same or a different title/classification, but in the same salary range, the employee shall retain the same rate of pay.

3. **Reinstatement:** When an employee is reinstated to a position upon return from a layoff (recall) or an extended leave of absence, the salary rate shall be established as the same rate the employee was earning immediately prior to the layoff/leave of absence, subject to any economic adjustments. If the employee is reinstated to a position in a lower grade/range than previously held and the employee's previous rate exceeds the control point for the range, the employee will be paid at the control point of the range.

4. **Demotion:** If an employee is demoted, whether voluntarily or involuntarily (including the avoidance of a layoff), the employee will maintain his/her current rate of pay prior to the demotion unless the rate exceeds the control point for the range, in which case he/she shall be paid at the control point of the lower range.

   If an employee is returned, or demoted, to a former or comparable job classification after or during the qualifying period following a promotion, the employee shall be paid the rate of pay in effect immediately prior to the promotion, including any economic adjustment.

5. **Reclassification:** In the event that a position with an incumbent is reclassified to a different salary range, the following applies:

   a. If the reclassification results in a higher salary range, the incumbent is not given a salary adjustment at the time of the reclassification unless the employee's salary is lower than the new entry level for the position, in which case the employee's salary is adjusted to the entry level.

   b. If the reclassification results in a lower salary range and the employee's salary is higher than the merit maximum of the new range, the employee's salary will remain at the current level until exceeded by the merit maximum.

c. In either of the above instances, the employee's established merit review cycle remains unchanged.

E. **TEMPORARY ASSIGNMENTS** - When an employee is assigned for a full day on a temporary basis, to a higher classification, the following will apply:

1. If the employee's rate of pay is less than the entry of the higher classification, the employee will be paid at the entry rate.

2. If the assignment is less than two (2) consecutive workweeks, and the employee's regular rate of pay exceeds the entry level of the higher classification, there will be no pay adjustment.

3. If the assignment is for two (2) consecutive workweeks or longer, a five percent (5%) increment will be added to the employee's regular rate of pay beginning with the first day of the assignment. If the assignment is to a supervisory/managerial classification, the increment will be ten percent (10%) beginning with the first day.

Pay increments are for assignments consistent with minimum performance requirements and are paid as follows:

1. Should an employee work overtime during the assigned period for which an increment is applicable, such overtime shall be paid at the assignment rate. Previously scheduled appointments or emergencies requiring leave of less than three (3) hours' duration will not cause the loss of "full day" status.

2. If a holiday falls during the assignment, and the increment is applicable to the assignment, the employee will receive holiday pay at the higher rate; i.e., the employee must be working in the higher classification both the last working day before and the first working day after the holiday.

3. When an employee is called out or works scheduled overtime and such assignment was made with the specific purpose of performing duties of a higher classification, and the employee makes less than the entry for the higher classification, the entry rate will be applicable to any assignment of four (4) or more hours.

When an assignment is made, the supervisor will confirm such an assignment to the employee in writing "for the record." In no event will the District reschedule employees under this provision solely to avoid the payment of the premium provided herein.

Employees in the Distribution Service Person II classification that have been trained to act out of range for Heavy Equipment Operators, with the intent of having two employees trained per crew, currently totals eight.

1. Should business needs demand additional Distribution Service Persons II, beyond eight, be trained to act out of range for Heavy Equipment Operators, the District will notify the WEANv of such necessity.

2. The District agrees not to use trained Distribution Persons II for the sole purpose of avoiding premium pay to Heavy Equipment Operators. The District further agrees to follow the Overtime provisions (Article 13) and will schedule overtime among employees in the Heavy Equipment Operator classification, if available, before utilizing an employee trained to act out of range.

F. **MERIT INCREASES** - District employees are eligible for within range merit increases at the completion of one (1) year of employment following the date of hire or promotion, and annually thereafter. Merit increases are based on performance reviews and the determination as to whether a merit increase will be granted and, if so, the amount of the increase is left solely to the District.

Statistical reports regarding merit increases, with organization-wide comparability, will be provided on an annual basis. Individual data/statistics of the nature provided in the original report will also be provided on an annual basis or upon the request of the Association up to a quarterly basis. The Association may request a meeting with District management to review/discuss this data at any time.

ARTICLE 16 – HOLIDAYS

A. The District shall observe the following scheduled holidays:

New Year's Day (January 1)
Martin Luther King, Jr.'s Birthday (3rd Monday in January)
Presidents' Day (3rd Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (1st Monday in September)
Nevada Day (Last Friday in October)
Veterans Day (November 11)
Thanksgiving Day (4th Thursday in November)
Day after Thanksgiving (4th Friday in November)

Christmas Day (December 25)

Any day that may be declared by the Governor as a legal holiday shall be considered as an additional scheduled holiday.

B. Employees are eligible for pay equal to their established workday at their regular rate (including shift differential) if a scheduled holiday falls during their established workweek.

Each employee working 4/10's is eligible for a maximum of 90 hours of holiday pay per calendar year. Each employee working 5/8's is eligible for a maximum of 96 hours of holiday pay per calendar year. All holiday hours not used during the calendar year will be lost. There will be no carry-over from year to year.

During some years the scheduled holidays that fall during an employee's established workweek may not total the 90 or 96 hours for which the employee is eligible. In those instances, an employee shall be eligible to use the difference between the total scheduled holiday hours for that year and 90 or 96 hours as "floating" holiday hours.

Floating holiday hours may be used in increments of not less than two (2) hours. Each employee is responsible for ensuring that he/she does not use floating holidays hours in excess of the eligible amount. Should this happen, the employee will have scheduled holiday time charged to accrued vacation or Leave WithOut Pay (LWOP) for any scheduled holidays for which no paid holiday hours are available. Calendars for various work schedules showing scheduled and floating holiday amounts for each year are available on the Hydroweb.

C. Newly hired employees will be entitled to the floating holiday hours during their first year of employment according to the following schedule:

Hired between January 1 – April 30	100%
Hired between May 1 – August 31	50%
Hired between September 1 – December 31	0%

D. An employee will be entitled to holiday pay if he/she is in pay status or on unpaid voluntary furlough on the last working day before, and on his/her first working day after, the holiday.

E. If a holiday occurs during an employee's annual leave, it will be paid as holiday and not charged against accrued annual leave.

F. The District may, at its discretion, require employees to work on a holiday that falls in their regularly scheduled workweek. An employee required to work on such a holiday shall receive, in addition to his/her holiday pay, pay at time-and-one-half for all hours worked on that day.

G. There will be no pay-off of unused holiday hours (scheduled or floating) upon separation from employment.

ARTICLE 17 - ANNUAL PAID LEAVE (VACATION)

A. Each employee, after completion of the probationary period, is entitled to paid annual leave.

B. One (1) year of credited service as used in this article means the same as the term is used in Article 11 (Seniority).

C. Annual leave will be determined pursuant to the table set forth below:

RATE OF ACCRUAL	FOR YEARS OF SERVICE
3.70 hours/pay period	0-3 years
4.62 hours/pay period	4 years - 12 years
6.20 hours/pay period	Over 12 years

D. Employees working 4/10's must have at least 60 paid hours during a pay period to earn an annual leave accrual. Employees working 5/8's must have at least 64 paid hours during a pay period to earn an annual leave accrual.

E. The maximum amount of annual leave an employee can carry over is 280 hours on the employee's service (anniversary) date. Additional hours accumulated during the service year, if not used or sold back, will be lost as of that date.

The District will continue its present practice of notification to employees when their annual leave accrual balance exceeds 200 hours.

F. **SELL BACK** – An employee is eligible to "sell back" accrued leave in excess of 280 hours prior to his/her service date if the eligibility criteria outlined in paragraph (H) has been met.

G. **CASH OUT** - An employee may "cash out" annual leave one time during any calendar year providing that a minimum balance of 80 hours will remain after the cash out and the eligibility criteria outlined in paragraph (H) has been met.

The minimum amount an employee may cash out is 20 hours and a minimum of four (4) working days' written notice must be given to process such request.

The maximum amount eligible to be cashed out is one-half (1/2) of the annual accrual rate; i.e., assuming all eligibility criteria are met, an employee earning leave at an annual rate of 96 hours per year could cash out up to 48 hours; an employee earning 160 hours per year could cash out up to 80 hours.

H. **ELIGIBILITY CRITERIA FOR SELL BACK OR CASH OUT**

An employee working 4/10's may sell back or cash out accrued leave on his/her service date if, during the preceding 12 months, the employee was permitted, after a reasonably timely request to do so, to take a minimum of 70 hours of leave, including one full week off.

An employee working 5/8's may sell back or cash out accrued leave on his/her service date if, during the preceding 12 months, the employee was permitted, after a reasonably timely request to do so, to take a minimum of 72 hours of leave, including one full week off.

A combination of leave and one (1) scheduled holiday may comprise the week as long as the employee is off a full-week.

For the purpose of qualifying for a sell back or cash out under this provision, the leave taken may include annual leave, floating holidays and compensatory time. Sick IS NOT included.

NOTE: The "full week" may be broken by a weekend. For example, a 5/8's employee may take vacation on Thursday and Friday, a holiday on Monday and vacation on Tuesday and Wednesday. Another example, a 4/10 employee may take floating holidays on Wednesday and Thursday, a holiday on Monday, and annual leave on Tuesday.

I. Annual leave must be scheduled in advance, whenever possible, and will be scheduled by the District so as to minimize interference with normal operations. Annual leave shall not be used for sick leave purposes unless all sick leave is exhausted.

J. Annual leave shall be paid at the employee's regular rate of pay (excluding shift differentials) in effect on the shift immediately preceding the day the leave commences.

K. An employee shall accumulate paid annual leave on a pay period basis and upon termination of his employment shall be paid for all accumulated time not previously taken. Probationary employees shall not be entitled to payment for leave upon separation.

ARTICLE 18 - SICK LEAVE

A. **SICK LEAVE ACCRUAL** - Sick leave shall accrue for regular full-time employees at the rate of 3.70 hours per pay period. Employees working 4/10's must have at least 60 paid hours during a pay period to earn a sick leave accrual. Employees working 5/8's must have at least 64 paid hours during a pay period to earn a sick leave accrual. There shall be no limit to the amount of sick leave that can be accumulated.

B. **ILLNESS AND INJURIES** - Any employee is entitled to use accrued sick leave when:

1. Incapacitated by illness, injury, pregnancy, termination of pregnancy, or childbirth;

2. Prevented from working by public health requirements;

3. Receiving required medical or dental service or examinations; or

4. There is illness in the employee's immediate family or stepfamily where such illness requires the employee's attendance.

Sick leave may also be utilized in cases of industrial injury after expiration of the income maintenance provisions under Article 19.

Annual leave shall not be used for sick leave purposes unless all sick leave is exhausted.

C. **PHYSICAL EXAMINATIONS** - An employee returning to work after an absence of 30 consecutive calendar days or more due to illness or injury, shall submit certification by a licensed physician of fitness to perform his/her normal work assignments. Any physician examination costs associated with obtaining this certification of fitness shall be borne by the employee.

D. **ABUSE OF SICK LEAVE** - Sick leave is extended to assist District employees when illness prevents them from working. If the District reasonably suspects abuse, it may require a physician's certificate. Such a certificate is binding on the District in the absence of evidence to the contrary. Abuse of sick leave by an employee may result in disciplinary action.

E. **ADDITIONAL LEAVE** - A leave of absence without pay up to a maximum of six (6) months may be granted by the District for purposes normally covered by sick leave when an employee's sick leave has been exhausted. During such a leave of absence, the District may require the employee to undergo examination by a

District selected physician at the expense of the District. The District will compensate employees who are legitimately ill or injured at their regular rate for the time spent for such physical examinations. If, on the other hand, the examination indicates abuse on the part of the employee, he/she shall receive no payment for time spent during the examination and will be subject to discipline or discharge.

F. **LIGHT DUTY WORK/TEMPORARY SICK REASSIGNMENT** - Following the illness or injury of an employee, the District shall provide such employee with available light duty work for which the employee is qualified and able to perform or the employee may be assigned to work less than a full workday within the employee's regular classification. This provision shall not require the District to create work. As soon as the employee is informed by his/her physician that he/she is able to return for light duty work, the employee shall notify his/her supervisor of his/her release for light duty work pending his/her full release. The physician's written release for light duty must include a complete description of the employee's physical restrictions. The employee shall present the physician's release to his/her supervisor. The employee shall remain in available light duty assignment until he/she is fully released for work by the employee's physician.

If no light duty work is available, the District may temporarily reassign the employee to another position for which he/she is qualified and able to perform if a vacancy exists, or the employee shall remain on sick leave until light duty work becomes available or the employee is fully released to work.

Light duty work performed under this section shall be limited to a period not to exceed 60 paid days.

G. **PERMANENT DISABILITY REASSIGNMENT** - If, in the opinion of the employee's physician and a District selected physician, the employee cannot perform, and will not be able to perform, his/her regularly assigned duties due to disability and should be limited to performance of other, less physically demanding duties, the District shall make an effort to reassign the employee to a position for which he/she is qualified and able to perform, provided such an opening exists at that time. Such reassignment is in lieu of termination or leave of absence, whichever is appropriate.

H. **PAYMENT FOR UNUSED SICK LEAVE UPON TERMINATION** - An employee shall receive payment for sick leave at his/her current rate of pay upon separation or layoff in accordance with the following formula:

COMPLETED YEARS OF SERVICE	PERCENTAGE OF ACCRUED LEAVE TO BE PAID
Less than Three	0%
Three through 14	50%
15 years or more	75%
Death	100%
Permanent disability separation, certified by a District selected physician at the expense of the District.	100%

All sick leave not paid off upon termination shall be deemed forfeited.

I. Note that certain other leaves in this Agreement are charged against accrued sick leave.

J. It is hereby acknowledged by the parties that prior agreements used the terminology “disability leave” and that such language is being replaced in this Agreement with “sick leave” in many instances. It is not the intent of the parties to change the nature of such leave, but only to make a terminology change, and all prior accruals of disability leave shall be incorporated into sick leave as though disability leave were always termed as sick leave.

ARTICLE 19 - INDUSTRIAL INJURY

A. For absence caused by a work-related injury or event, if an employee's net pay is not fully covered under State Industrial Insurance System (SIIS) regulations, the District shall provide a period of income maintenance to provide the difference between that paid by SIIS or the insurer (if the District becomes self-insured or insured by a third party) to ensure the employee suffers no loss of net pay.

The period of income maintenance will be calendar days for specific types of injuries as agreed upon by the parties. If a dispute arises regarding the diagnosis, because of either medical or clerical error, the District may require the employee to undergo an examination by a District selected physician at District expense. If the injury is clearly not covered in the income maintenance agreement, or, after the above mentioned examination, the nature of the injury is in reasonable dispute between the District and the employee, the income maintenance period will be a maximum of 45 calendar days.

B. The District, under the income maintenance period, shall continue payment of employee group health plan, retirement pension plan contributions and/or any other benefits as though he/she were still on the job. In the event the recovery period is for more than the sick period established by the guide and the income

maintenance period provided by the District, the employee may use accrued sick leave and then accrued annual leave to insure he/she shall suffer no loss of net pay.

C. For temporary and/or permanent light duty reassignment, the provisions of Article 18 (Sick Leave) shall control.

D. Payment of the difference of SIIS and regular pay will be computed on "net pay" not "gross pay." "Net pay" will be the employee's normal gross base pay less withholding taxes at each employee's rate for the preceding three (3) months and FICA at the prevailing rate.

E. When the sick payment is reduced pursuant to state statute because the employee failed to use required or provided protective gear or devices; was not following safety rules or procedures; or was injured as a result of a flagrant unsafe practice, such reduction shall also be applied under this article.

F. The income maintenance period is an upper limit per each unrelated SIIS claim.

G. The District may, in exceptional cases, and at its sole discretion, continue this maintenance of income at full or partial pay for additional periods of 30 calendar days up to a maximum time limit of 12 months, including the initial income maintenance period. Denial of such an extension is not grievable.

H. When reimbursement is necessary for an overpayment, the District and employee will devise a mutually agreeable repayment plan.

I. The District and the Association shall establish a committee consisting of three (3) Association Representatives and three (3) management representatives to review accident reports, unsafe working conditions and develop cost-containment measures.

J. Any employee who falsifies an industrial injury claim, or in any way attempts to receive benefits when the injury was not employment related, shall be subject to discipline up to and including immediate separation.

ARTICLE 20 - CHILD CARE

A. **CHILD CARE**. After the birth or adoption of a child, an employee (male or female) shall, upon written request, be granted sick leave where appropriate, annual leave to the extent accrued or be placed on an unpaid status for purposes of child care. Sick leave shall be used consistent with practice and the provisions of Article 18, Sick Leave, herein.

B. The combined total of the above leaves may not exceed six (6) months. Persons employed to fill positions becoming vacant due to leaves under this article shall hold such positions subject to being reassigned to another position, if available, or terminated upon the return of the employee to the former position.

ARTICLE 21 - BEREAVEMENT LEAVE

A. Employees who are required to absent themselves from work as a result of the death of a member of their immediate family or stepfamily shall be granted leave with pay up to a maximum of 40 hours per bereavement. Bereavement leave shall be charged to accrued sick leave, accrued annual leave or accrued compensatory time at the employee's option.

B. Any time required by the employee in excess of the above provision, or for the death of other then the employee's immediate family or stepfamily, shall be charged to either accrued sick leave, accrued annual leave or accrued compensatory time at the employee's option.

C. The immediate family or stepfamily is defined as: spouse, domestic partner, child, father, mother, brother, sister, grandparent or grandchild, or any in-law of the employee having the above specified relationships.

ARTICLE 22 - COURT LEAVE

A. A leave of absence with pay shall be granted to any employee for the time required in service:

1. on a jury;

2. in court proceedings when the employee or the employee's spouse or child is a victim of a crime against the person (this is voluntary at the employee's option);

3. in court under subpoena.

This leave will be at the employee's regular rate for the duration of such duty. Remuneration received for such duty (excluding mileage) shall be submitted to the District for each day for which the employee received payment from the District under this provision.

B. Employees involved in civil or administrative proceedings may utilize accrued annual leave to attend any meetings, hearings or proceedings required.

ARTICLE 23 - MILITARY LEAVE

A. Whenever an employee, except temporary employees, enters the Armed Forces of the United States, whether by enlistment or Selective Service, he/she shall be granted military leave of absence for the duration of his/her compulsory service.

B. During the period of military service, the employee shall retain all rights to which he/she is entitled under the provisions of this Agreement, provided that during a period of military leave in excess of 30 calendar days annual or sick leave shall not accrue. His/her salary upon his/her return shall be the same as he/she was receiving at the time he/she went on leave, plus any economic adjustment accruing during the period of such leave, and he/she shall be credited with all seniority for past services.

C. Application for reinstatement following military leave must be made within 90 calendar days after receiving an honorable release from active duty.

D. Persons employed to fill positions becoming vacant under this article shall hold such position subject to being assigned to another position, if available, or terminated upon the reinstatement of the returning employee to his/her former position.

E. In order that no employee shall suffer any loss of income as a result of a reserve status in any of the Branches of the Armed Forces of the United States or the Nevada National Guard, the employee shall, upon presentation of official orders for active duty for training, be granted leave for a period not to exceed three (3) workweeks (120 hours) in one (1) calendar year. In the event that the amount of the employee's military base pay is less than the amount of his/her regular District base pay, the District will make up the difference.

F. Each employee who is draft eligible and is required to submit to a pre-induction physical examination shall, upon furnishing documentary proof of such requirement, be granted time off with pay not to exceed three (3) working days at his/her basic straight-time hourly rate for the purpose of reporting for, or submitting to, any such ordered physical examination.

G. The intent of this article, except for Section (E), is to be consistent with federal and state law, and shall be interpreted by the parties and by any Arbitrator, to provide identical rights and obligations as provided in federal and state law.

ARTICLE 24 - SPECIAL LEAVE

An employee's Department Head may, in his/her discretion, grant an employee special leave without pay. If the leave is to extend beyond 30 calendar days, or is to involve full or partial pay, final approval rests with the General Manager. Disputes arising from this

article are not subject to Grievance and Arbitration under Articles 5 (Grievance Procedure) and 6 (Arbitration).

ARTICLE 25 - GROUP HEALTH INSURANCE

A. The District shall pay 100% of the full premium cost for employee coverage for each full-time regular employee and 50% of the premium cost for each permanent part-time employee who works at least 20 hours per week subject to the eligibility requirements of the group insurance plan.

B. For the duration of this Agreement, the District will contribute towards the payment of the employee's dependent coverage premium cost under the Group Insurance Plan as follows:

   1. For permanent full-time employees, the District shall contribute 85% of the dependent coverage premium.

   2. For permanent part-time employees, the District shall contribute 42.5% of the dependent coverage premium.

C. Employees retiring or going into unpaid leave status may continue coverage beyond the end of the month by arranging for personal payment of the full premiums, subject to the limitations of the group insurance plan, or as otherwise provided for or limited by law; e.g., the Family and Medical Leave Act of 1993. Employees who quit or are terminated shall be covered by applicable federal and/or state law; i.e., COBRA.

D. The District will pay 100% of the full premium cost for employee/retiree only coverage and contribute 85% toward the premium cost of dependent coverage for group health insurance for employees who retire during the term of this Agreement with an unreduced early retirement benefit as defined in the Las Vegas Valley Water District Retirement Plan (e.g., 30 years of service at any age or having attained age 60 with at least ten (10) years of service) until the employee first becomes eligible for Medicare, at which time the District contribution shall cease and the retiree will become responsible for 100% of the premium cost.

   It is fully understood that both the premium rates and the benefit levels are subject to change from time to time. There are no guarantees, stated nor implied, as to either the levels of coverage or the premium rates. The separate vision coverage that is provided to participants in the Clark County Self-Funded Plan is not included. Retirees wishing to continue the vision plan may do so but will be responsible for 100% of the premium.

E. It is acknowledged by both the District and the Association that District participation in the County and Local Affiliates Self-Funded Group Plan and the advantage of larger group negotiation with the current Health Maintenance Organization (HPN), is mutually beneficial to the employees and the District. It is also acknowledged by both parties that benefit changes are beyond the District's sole control and subject to the majority decision of the group participants. However, when changes to benefits, premium costs or insurance carriers occur during the term of this Agreement, the District shall provide adequate notification to the Association prior to the implementation of any change and the parties shall meet promptly to discuss such changes. Unless there is negotiation between the District and the Association, no changes shall be made by the District to the employer/employee percentage contributions outlined in Sections (A) and (B) above.

F. For reason of participation in any District committee responsible for review of benefits, the District agrees to release with pay, at least one (1) Employee Representative, designated by the Association, to attend scheduled meetings of any joint committee formed for such purpose.

G. In the unlikely event that the District ceases to participate in the Self-Funded Group Plan, the parties will immediately meet to negotiate any changes or adjustments necessary to continue health insurance coverage and protection, consistent with the provisions of NRS 288.150.

ARTICLE 26 - SERVICE RECOGNITION

A. The following service recognition benefit is applicable for all employees hired prior to January 1, 2011:

1. All regular, full-time employees shall receive service recognition in the amount of $200.00 per full year of service after seven (7) continuous years of service. For example, an employee would receive $1,400.00 after his/her seventh (7TH) year of continuous service, $1,600.00 after his/her eighth (8TH), $1,800.00 after his/her ninth (9TH) and so on. Service recognition shall be paid in annual disbursements on each employee's anniversary date each year.

2. Employees who regain service credits pursuant to Article 11 (Seniority), shall also be eligible for service recognition based on the "bridged", or reconstructed, length of service.

B. Employees hired on or after January 1, 2011, are not eligible for service recognition.

ARTICLE 27 - PENSION-RETIREMENT

All employees covered by this Agreement shall, for the term of this Agreement, be entitled to participate in the District's Pension Retirement Plan, including life insurance as revised from time to time, and as governed by the terms of the Pension Plan Trust Agreement and applicable state and federal laws. The District agrees to furnish each employee a yearly statement indicating the contributions to the pension fund made by the District in his/her behalf.

The parties agree to the creation of a Pension Committee consisting of up to three (3) representatives from the Field Bargaining Unit and three (3) representatives from District management. The Pension Committee will meet when necessary within the 30 day period prior to Pension Subcommittee meetings for the purpose of discussing proposed changes to the District's Pension Plan document.

Presently, the District pays 100% of the contributions to the District's Pension Plan. There will be no changes in the source of such contributions without prior negotiations with the Association.

ARTICLE 28 - PHYSICAL EXAMINATIONS

A. The District may have any employee or applicant undergo physical or psychological examinations for any reasonable purpose by a licensed physician of the District's choice. The cost for such physical examination shall be borne by the District. An employee who has been required by the District to undergo such a physical examination shall be paid for such time spent.

B. The District may demote, transfer, or layoff any employee when it is determined the employee does not meet the physical requirements of the job. However, prior to any such action, the District will attempt to place the employee in another position that is vacant; looking first at positions in the same pay range and then to vacant positions in a lesser pay range.

   The District shall notify the Association, in writing, of any personnel actions under this provision.

ARTICLE 29 - PART-TIME AND TEMPORARY EMPLOYEES

The District retains the right to hire part-time and temporary employees. Part-time employees are those whose regular work schedule involves less than 40 hours per week. A temporary employee is one hired without a permanent assigned position, which may or may not fit within the regular classification system.

Temporary employees will be hired for assignments of six (6) months or less except when hired to replace a regular employee on leave or a regular employee on a temporary assignment.

When a regular employee is capable of performing the duties of a classification by working out-of-range for training purposes, except in limited instances when business needs dictate otherwise, the initial vacancy shall be filled through the temporary assignment of a bargaining unit employee, rather than by a temporary employee. The District is not obligated to continue this process for subsequent vacancies created due to the temporary assignment.

Temporary employees shall not be hired when there is a regular employee on layoff who is qualified to perform the work. Where the work in that classification is light duty work and there is a regular employee who is disabled from working a heavier duty job but who is qualified and released for that light duty work in that classification, the District shall make a reasonable effort to utilize those employees before hiring a temporary employee.

Service rendered in temporary status shall not count for purposes of seniority unless the employee is placed into a full-time position with no break in continuous service.

Part-time employees shall receive one-half of the regular holiday, sick leave and vacation benefits. Part-time employees shall not be entitled to seniority rating, but upon becoming full-time shall receive seniority credit for their part-time service converted to full-time equivalent (e.g., half-time for one (1) year equals one-half (1/2) year of seniority).

ARTICLE 30 - UNIFORMS

A. Due to the nature of their work, certain designated District employees will be furnished a sufficient number of uniforms so that they may report to work in a fresh uniform each day.

B. Laundry service will be provided for employees' uniforms at District expense. Uniformed employees are expected to wear a fresh uniform to work each day. Each employee using the laundry service is responsible for bringing in soiled uniforms on "laundry day" so that fresh uniforms are always available. Any "late wash" charges resulting from employees who take their uniform to the laundry for cleaning after the prescribed "laundry day" shall be borne by the employee and not the District.

C. The District will provide certain designated groups of employees with District-insignia warm weather T-shirts which are worn during periods prescribed by the District. Proper care and laundry of these shirts shall be the responsibility of the

employee. In addition, during hot weather schedules, Meter Readers and Meter Servicemen may wear District-approved shorts.

D. The District will provide District insignia jackets for those employees whose regular duties require working outside. Proper care and laundry of these jackets shall be the responsibility of the employee. Replacement jackets will be issued based on manager approval, but not more frequently than every three (3)years, except when the need is due to unusual circumstances.

ARTICLE 31 - SAFETY

A. The District shall remain in compliance with state and federal law with respect to the health and safety of the employees during their employment. The District shall furnish at its expense any required personal standard safety and protective devices for which the employees shall thereafter be responsible.

B. Employees shall comply with all safety policies, practices and rules established by the District from time-to-time, and shall cooperate with management in enforcing all safety measures.

C. Supervisors and/or management representatives of the District will transport employees to post-accident drug testing or medical treatment unless emergency situations require otherwise.

D. Employees in jobs that require safety glasses shall be eligible for an $150 allowance per year for prescription safety glasses. This allowance will be provided through a vendor selected by the District. It is mutually agreed that all frames must be ANSI (American National Standards Institute) certified and have side shields for employee protection.

E. Effective as of July 1, 2021, employees in jobs that require basic safety boots with steel toe shall be eligible for a $125 voucher for safety shoes per year. Employees in jobs that require safety boots beyond a basic steel toe shall be eligible for a $225 voucher. Employees are only eligible for one voucher per calendar year unless an exception is made in coordination with the supervisor and EH&S.

E. The District shall furnish the employees with ice water and tablets for avoidance of dehydration.

G. No employee shall be required to work with an energized electrical potential of 400 volts nominal or more without the assistance of a qualified person as defined by OSHA.

H. The District-Association Safety Committee, comprised of both District and Association appointees, shall meet as needed to review and discuss safety conditions, reports of unsafe practices and employee complaints or suggestions regarding safety.

ARTICLE 32 - LABOR/MANAGEMENT COMMITTEE

A. A Committee of the District and the Association shall meet every other month. The meetings will be held at mutually agreed times and places and shall be for the purposes of:

1. Discussing the administration of this Agreement;

2. Exchanging general information of interest to the parties; and

3. Giving the Association the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members.

B. The District will request a labor/management meeting to discuss any organizational changes; i.e., department reorganizations, contracting with private interests and/or process improvements that will impact Unit employees. Such discussions will take place prior to any plan becoming finalized or implemented so a thorough discovery and disclosure of potential negative impacts as perceived by the Association can be undertaken and such concerns will be considered and discussed.

C. Any issues to be discussed shall be advanced by the requesting party to the other at least 72 hours prior to the scheduled meeting time.

D. Any conclusions or mutual recommendations of this Committee shall be reduced to writing. It is understood that this Agreement cannot be amended except by decision of the District's Board of Directors following mutual agreement between the parties hereto. However, matters of interpretation and clarification can be resolved by written agreement between designated representatives of the District and the Association.

ARTICLE 33 - EDUCATION ASSISTANCE

Education Assistance is available to employees who enroll in approved classes (including workshops, seminars, or training sessions for which continuing education units (CEU's) are awarded) offered by accredited institutions of higher learning or offered through recognized industry professional organizations for the purpose of either acquiring or maintaining professional certifications and which meet the criteria as established in this article.

A. **CRITERIA FOR REIMBURSEMENT**:

This program is not intended to finance degree programs or enhance an employee's personal growth and development other than as related to an employee's competencies and/or preparation for promotional opportunities within the District. Therefore, the definitions of "job-related" and "non-job-related" are relative to the opportunities and technology existing, or anticipated to exist, within the District.

1. "Job-related" is defined as increasing an employee's abilities, knowledge, and skills to directly improve performance in the present job or to enhance one's opportunity for jobs in their immediate line of progression.

2. Employees receiving a grade of C or better or, in those instances where grades are not given, the accompanying certification or certificate of successful completion will be reimbursed for 100% of the cost for an approved "job-related" class subject to the maximum allowable.

3. "Non-job-related" is defined as water-industry-related or related to a profession or career field existing at the District.

4. Employees receiving a grade of C or better, or in those instances where grades are not given, the accompanying certification or certificate of successful completion, will be reimbursed for 75% of the cost for an approved "non-job-related" class subject to the maximum allowable.

5. The maximum allowable reimbursement for tuition, class fees and lab fees is 12 semester hours, or the equivalent thereof, per calendar year.

    a. Classes taken through institutions of higher learning (whether on-line or on-site) for which credit or semester hours are earned will be reimbursed at a rate not to exceed the resident undergraduate or graduate rate in effect at UNLV for the semester when first enrolled.

    b. Education or training for which continuing education units (CEU's) or certificates are awarded will be reimbursed at the rate paid up to a maximum equivalent to the dollar amount established through the undergraduate or graduate rate in paragraph (a) above.

6. Only tuition, class fees and lab fee, tech fees will be reimbursed. Books, late registration fees, or any other costs associated with the course are the responsibility of the employee.

B. **PROCESS FOR SEEKING REIMBURSEMENT**:

1. Prior to taking a class, the employee must complete the “Application for Education Assistance” and receive the identified approvals. Reimbursement may be approved when applications are submitted after enrollment, but the employee is "at risk" as to meeting established criteria and receiving approval.

2. The employee shall submit the application to the department head. The department head will then forward the application to Human Resources with his/her recommendation for final approval. Human Resources will notify the employee as to whether the application has been approved/denied. Denial of approval is not grievable under the grievance resolution procedures of Articles 5 and 6 of this Agreement. However, the employee may appeal the decision to the Director of Human Resources. The decision of the Director of Human Resources will be made after discussions with all parties to the previous decision. If the decision to deny is upheld, it shall be stated in writing to the employee; if approved, the application will be processed without further delay.

3. Upon completion of the class, the employee must present a grade transcript or certificate of successful completion and a receipt for reimbursable costs to Human Resources in order to be reimbursed for each approved class.

C. **GENERAL PROVISIONS**:

1. If the employee voluntarily separates employment for any reason within 12 months of receiving reimbursement, the amount shall be deducted from the final paycheck.

2. If an employee receives Veteran's Administration benefits applied to the cost of the approved class; the District shall not reimburse the employee for the amount paid by the Veteran's Administration. An employee who receives Veteran's Administration benefits applied to the cost of an approved class must notify their department head prior to submitting the grade transcript and receipt.

3. The employee must arrange to attend the class outside of their work hours or receive approval to use annual leave.

ARTICLE 34 - MISCELLANEOUS

A. **MILEAGE** - The District shall reimburse employees at the maximum rate allowed as non-taxable under the IRS regulations for the required use of personal vehicles for District business.

B. **COPY OF CONTRACT** - The District will promptly furnish a copy of the contract to employees in the bargaining unit.

C. **PROTECTION FROM THE ELEMENTS** - The District shall continue its current practices with respect to the furnishing of protection from the elements.

D. **COFFEE AND OTHER HOT BEVERAGES** - The District shall continue its current practices with respect to furnishing coffee and other hot beverages. See Memorandum of Understanding, effective January 31, 2011.

E. **BLOOD DRIVE** - The District shall make a reasonable effort to cooperate with the needs of employees in connection with their donations of blood during District-sponsored or authorized blood drives, including the provision of a reasonable rest/recovery period, if needed.

F. **FUND RAISING** - The District recognizes that, from time to time, the Association may be involved in fund raising projects. Should such projects involve District time or property, and/or exception to policies, procedures, or the terms of this Agreement, such projects will be a proper subject of discussion under the provisions of the Labor/Management Committee.

ARTICLE 35 - ASSOCIATION DUES DEDUCTIONS

A. During the term of this Agreement, the District shall deduct monthly Association dues from the available wages of those employees who have individually and voluntarily authorized such deductions to be made. The form of authorization shall be approved by the District and the Association. Said deduction, which is revocable at will, is limited in amount to monthly dues, and will not cover back dues, special assessments, initiation fees or other charges. The District shall each month furnish to the Association a list of employees for whom the deduction was made, together with a check for the total amount of deductions.

B. The District agrees not to honor any dues deduction authorizations executed by any employee in the Bargaining Unit in favor of any other labor organization, unless otherwise authorized by the Employee-Management Relations Board.

C. The Association agrees to indemnify, defend and hold the District harmless against any and all claims or suits that may arise out of or by reason of action taken by the District in reliance upon any authorization cards submitted by the

Association or an employee to the District. The Association agrees to refund to the District any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence of error or mistake.

D. The Association will certify, to the appropriate department as determined by the District, in writing, annually, the current rate of membership dues. The District will be notified of any change in the rate of membership dues 30 days prior to the effective date of such change.

E. Said dues deduction will be withheld from the second pay period of each month. The District will not be required to honor for that month's deduction any authorizations or revocations that are delivered to it later than ten (10) days prior to the second pay period of the month.

ARTICLE 36 - SAVINGS CLAUSE

Should any valid federal or state law or final determination of any administrative agency or court of competent jurisdiction affect any provision of this Agreement, the provision or provisions so affected shall be made to conform to the law or determination, and otherwise this Agreement shall continue in full force and effect. It is agreed that in the event a provision of this Agreement is so judged to be invalid or unlawful, the District and the Association shall meet immediately and commence negotiations to modify and bring the invalidated provision into compliance.

ARTICLE 37 - EFFECT OF AGREEMENT

A. The Association and the District agree that this Agreement is intended to cover all matters affecting wages, hours, and other terms and all conditions of employment and similar or related subjects, and that during the term of this Agreement neither the District nor the Association will be required to negotiate on any further matters affecting these, except as specifically provided herein.

B. Certain managerial decisions may legally require the District to bargain with the Association over the effects of such decisions, and the Association does not waive its right to such "effects bargaining."

ARTICLE 38 - COST-OF-LIVING WAGE ADJUSTMENT

A. Effective with the first full pay period in July 2021, 2022, 2023, 2024 and 2025, Field Unit employees shall receive a cost-of-living wage adjustment equal to the annual increase as of March, per the Consumer Price Index, All items, All Urban Consumers, Pacific Cities, West-A.

B. The Field Unit pay plan will be adjusted by the same percentage defined above at the same time employees receive their cost-of-living wage adjustment.

C. This article shall be automatically reopened if the Consumer Price Index, All Items, All Urban Consumers, Pacific Cities, West-A, as above in A, is above three percent (3%) or falls below one-and-one-half percent (1.5%). Additionally, should a Consumer Price Index be developed for the Las Vegas Metropolitan area, the parties may discuss its applicability.

ARTICLE 39 - EMPLOYEE ASSISTANCE PLAN

The District shall provide an Employee Assistance Program (EAP) for all regular full-time and part-time employees covered by this Agreement who work at least 20 hours per week. Newly hired employees will be eligible for coverage the first of the month following employment. This program will be available to all household and dependent family members of the employee currently covered for up to a minimum of five sessions per incident. The District shall pay 100% of the cost for the program.

This program will:

1. provide confidential consultation, assessment, referral, and follow-up services, including a limited amount of counseling without charge to assist the employee and his/her family; and

2. provide assistance, either through the program itself or in conjunction with other benefit programs, to employees in seeking assistance beyond that provided through the Employee Assistance Program; and

3. include procedures for self and supervisory referrals.

This program provides assistance to help the employee, their dependents, and other household members resolve personal problems that may be interfering with the employee's work and home life. Services provided include: emotional distress, co-worker conflict, divorce or separation, custody issues, grief and loss, marital issues, relationships, alcohol and substance abuse, child and adolescent issues, aging family members, crisis situations, domestic violence, drug dependency, gambling, depression, retirement, anger, and stress.

All information developed under the program about employees, their dependents, and other members of their household shall be considered strictly confidential and shall be treated as such as the goal of the program is to help and provide guidance to any employee seeking professional and CONFIDENTIAL help to solve their problems.

Both the Association and the District recognize that family and personal problems may affect employees' attendance and/or job performance to the point that disciplinary

action, up to and including discharge may result. However, the District recognizes the benefits of the EAP or similar programs and will be reasonably accommodating and understanding of the time needed for employees to participate in such programs.

When an employee refuses to seek assistance and/or resolution of his/her problems by actively participating in any program and attendance and/or job performance continues to be adversely affected, the District may administer discipline as is appropriate. However, both parties agree that this is not to be interpreted as impacting any of the rights and protections contained in the provisions of the current Collective Bargaining Agreement.

ARTICLE 40 - LONG-TERM DISABILITY INSURANCE

The District shall provide long-term disability insurance to all regular full-time employees covered by this Agreement. The District shall pay 100% of the cost for the Long-Term Disability Plan.

This Plan will include a pre-existing condition limitation; an income benefit of not less than 60% (subject to offset from SSA, Workers' Compensation, retirement, and other such incomes); a standard qualification (elimination) period of not more than 180 days; and benefits payable at least to age 65 with certain usual exceptions (such as mental/nervous disorders).

Employees hired after the effective date of this Agreement will be eligible for coverage the first of the month coinciding with or next following 60 days of employment.

Current Benefit Level: The District has a benefit level of 67% with an elimination/qualification period of 120 days.

ARTICLE 41 – FAMILY CARE PROGRAM

Under a prior Agreement, the District developed and implemented an on-site day care program for school age children during traditional school and track breaks. The purpose of this program was to assist employees with their day care needs. Recently, the track break system was eliminated and, for this and other reasons, the employees' on-site day care needs lessened significantly resulting in an unsustainable financial condition. However, the District is working to develop programs that are responsive to our current employees' needs as well as being financially feasible.

After January 1, 2011, the District and the WEA representatives will meet and evaluate the current financial situation and any potential options. The existing program will continue and no action will be taken to eliminate the on-site daycare center before the parties meet. Any decisions regarding elimination of the on-site daycare center will be communicated to the employees a minimum of 60 days in advance.

ARTICLE 42 – FLEXIBLE BENEFITS PROGRAM

The District will continue providing a Flexible Benefits Program. Current core benefits (health insurance, long-term disability, life insurance, accidental death and dismemberment, and Employee Assistance Program) will not be affected by this program.

Since the major purpose for a flexible benefits program is to provide more equality in benefit coverage and to be more responsive to the needs of a diverse workforce, the amount of the District's monthly contribution on behalf of each employee will be determined by the employee's enrollment status in the Group Health Insurance Plan: Employee Only = $200; Employee and Spouse = $60; Employee and Child(ren) = $30; and Family = $20.

The providers and specific product list may vary from year to year but will be designed to the extent possible, to respond to employee needs and maintain a balance of service and value.

ARTICLE 43 - DURATION

A. Except as provided in Section (D) below, this Agreement shall remain in full force and effect until June 30, 2026, unless extended by mutual written agreement.

B. It is agreed that each party may select up to three (3) non-economic issues to reopen each year.

C. On or before February 1 of each year, either party may give notice of its desire to negotiate under the provision in Section (B) above. Items re-opened under this provision or Section (D) below to become effective upon agreement, but not earlier than July 1 of the year during which the notice is given, and to remain effective until the end of the Agreement.

D. It is agreed that for the second year (2023) of this Agreement, either party may select one (1) economic issue to reopen, two (2) for the third year (2024) and three (3) for the fourth year (2025). Notice of the desire to negotiate under this provision shall be given prior to February 1 of the applicable year. The opportunities provided for by this paragraph are in addition to the Wage Adjustment re-opener, included in Article 38, Paragraph (C), herein.

E. It is agreed that any re-opener negotiations and any statutory impasse procedures will be limited solely to the items reopened for negotiation, and that all other terms and conditions of this Agreement shall remain in full force and effect for the entire duration hereof as provided in Section (A).

DATED: JULY 1, 2021
LAS VEGAS VALLEY WATER DISTRICT

By: The Board of Directors

On: July 7, 2021

WATER EMPLOYEES ASSOCIATION OF NEVADA

By: _____

On: _____
Date

APPENDIX A

CLASSIFICATION	RANGE
Backflow Technician	24
Corrosion Control System Technician	28
Custodian I	8
Custodian II	11
Distribution Facility Locator	21
Distribution System Crew Leader	27
Distribution System Operator	27
Distribution System Serviceperson I	19
Distribution System Serviceperson II	23
Distribution Work Planner	29
Electrical/Electronics System Technician I	25
Electrical/Electronics System Technician II	28
Facilities Locator Technician I	21
Facilities Locator Technician II	24
Facilities Maintenance Mechanic I	23
Facilities Maintenance Mechanic II	25
Field System Operator I	21
Field System Operator II	23
Fleet Electronics Technician	25
Fleet Mechanic I	23
Fleet Mechanic II	25
Fleet Paint & Body Mechanic	25
Fleet Parts Technician I	21
Fleet Parts Technician II	23
Fleet Service Worker I	11
Fleet Service Worker II	19
Groundskeeper I	11
Groundskeeper II	19
Heavy Equipment Operator - Distribution	25
Heavy Equipment Operator - Facilities	24
Industrial Engine Mechanic I	25
Industrial Engine Mechanic II	27
Inspector I	23
Inspector II	25
Lead Custodian	21
Lead Facilities Maintenance Mechanic	27
Lead Groundskeeper	22
Lead Material Handler	25
Lead Meter Operations Mechanic	26
Machinist	28
Maintenance Assistant I	10

CLASSIFICATION	RANGE
Maintenance Assistant II	17
Major Construction Project Inspector	29
Material Handler I	21
Material Handler II	23
Meter Mechanic I	21
Meter Mechanic II	24
Meter Service Field Representative I	19
Meter Service Field Representative II	21
Meter Service Field Representative III	24
Meter Service Field Representative Trainee	11
Painter I	21
Painter II	24
Rural System Operator	26
Senior Inspector	27
Senior Planner/Scheduler	29
Survey Technician	22
Tool/Equipment Mechanic	24
Transmission System Inspector I	24
Transmission System Inspector II	27
Utility Driver	11
Water Waste Investigator	18
Water Works Mechanic I	24
Water Works Mechanic II	27
Welder I	21
Welder II	24

MEMORANDUM OF UNDERSTANDING
BETWEEN
WATER EMPLOYEES ASSOCIATION OF NEVADA
AND
LAS VEGAS VALLEY WATER DISTRICT
REGARDING
EPDS REVIEW PROCESS

The Association and the District have implemented, and with this MOU have agreed to continue, a process whereby a review of EPDS issues, as requested by either a supervisor or employee, will be facilitated by Human Resources. The employee may have an Association Representative accompany him/her to the initial meeting with the Human Resources facilitator.

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ATTACHMENT III
WATER EMPLOYEES ASSOCIATION OF NEVADA
FISCAL IMPACT ASSESSMENT SUMMARY

Article Number	Article Title	No Change Item	Language Change Only	Cost/(Savings) Item
Preamble			X	
Article 1	Recognition	X		
Article 2	Non-Discrimination	X		
Article 3	Retained Rights	X		
Article 4	Work Stoppage	X		
Article 5	Grievance Procedure	X		
Article 6	Arbitration	X		
Article 7	Discharge, Discipline, & Personnel Files		X	
Article 8	Recruitment, Selection, Placement, Promotions and Transfers	X		
Article 9	Association Represenation		X	
Article 10	Bargaining Unit Work	X		
Article 11	Seniority	X		
Article 12	Layoff and Recall Procedure	X		
Article 13	Hours, Overtime and Premium Pay		X	
Article 14	Lunch and Break Periods	X		
Article 15	Classifications and Rates of Pay		X	
Article 16	Holidays	X		
Article 17	Annual Paid Leave (Vacation)	X		
Article 18	Disability Leave		X*	
Article 19	Industrial Injury	X		
Article 20	Child Care	X		
Article 21	Bereavement Leave	X		
Article 22	Court Leave	X		
Article 23	Military Leave	X		
Article 24	Special Leave	X		
Article 25	Group Health Insurance	X		
Article 26	Service Recognition	X		
Article 27	Pension- Retirement	X		
Article 28	Physical Examinations		X	
Article 29	Part-Time and Temporary Employees	X		
Article 30	Uniforms	X		
Article 31	Safety			X
Article 32	Labor/Management Committee	X		
Article 33	Education Assistance	X		
Article 34	Miscellaneous	X		
Article 35	Association Dues Deductions	X		
Article 36	Savings Clause	X		
Article 37	Effect of Agreement	X		
Article 38	Cost-of-Living Wage Adjustment			X
Article 39	Employee Assistance Plan	X		
Article 40	Long-Term Disability Insurance	X		
Article 41	Family Care Program	X		
Article 42	Flexible Benefits Program	X		
Article 43	Duration		X	
Appendix A	(Classification Listing)			
MOU	EPDS	X		
*	Universal change throughout the contract			

ATTACHMENT IV
WATER EMPLOYEES ASSOCIATION OF NEVADA
FISCAL IMPACT SUMMARY

Article #	Article Description	New Benefit or Change in Benefit	Summary of New Benefit or Change in Benefit	Current Contract Cost	Year 1 Contract Cost/(Savings)	Cost or Percentage Increase/(Decrease)
31	Safety	Change	Increase in allowance for required specialty safety boots and for prescription safety glasses for qualifying employees.	$7,365	$5,910	Specialty Safety Boots - $100 per employee Prescription Safety Glasses - $70 per employee
38	COLA	Change	All employees will receive a 2.3% wage increase effective the first full pay period in July.	$24,993,635	$574,854	2.3%

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM

June 1, 2021

Subject: Collective Bargaining Agreement with the Water Supervisors Association of Nevada
Petitioner: John J. Entsminger, General Manager
Recommendations: That the Board of Directors conduct a public hearing and approve the Collective Bargaining Agreement for employees represented by the Water Supervisors Association of Nevada, effective July 1, 2021, through June 30, 2026.

Fiscal Impact:
If approved, payroll cost is estimated to increase by approximately $96,974 for Fiscal Year 2021/22, which is available in the District's Operating Budget.

Background:
The Water Supervisors Association of Nevada (WSAN) has represented Front-Line Supervisor employees under collective bargaining agreements with the District since approximately 1987. The attached Collective Bargaining Agreement (Agreement) is for a five-year term.

This Agreement contains one item with a financial impact, which is a cost-of-living adjustment. Annual cost-of-living adjustments will be calculated based on increases to the Consumer Price Index (CPI) for Pacific Cities, West A as of March of the same year.

The remaining changes modify language in the Agreement, including replacing the term "disability leave" with "sick leave" where appropriate. None of these language changes increase or decrease the pay for employees represented under this Agreement.

Attachment I summarizes the differences between the proposed Agreement and existing WSAN agreements.

Attachment II contains the entire proposed Agreement with the new language underlined and deleted language denoted by strikethrough.

Attachment III is the WSAN 2021-2022 Fiscal Impact Assessment Summary, which outlines by article elements unchanged from the existing WSAN agreement; elements changed with no fiscal impact; and elements changed resulting in a fiscal impact.

Attachment IV is the WSAN 2021-2022 Fiscal Impact Summary, which outlines the total cost of the proposed changes in year one of the Agreement for the 36 employees currently covered by this Agreement. Costs of remaining Agreement years depend on future data and cannot currently be calculated.

This action is authorized pursuant to NRS Chapter 288 and Sections 1(13) and 9(1) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved this item.

Respectfully submitted:

John J. Entsminger, General Manager
JJE:DLJ:MEM:sm
Attachments

AGENDA ITEM # **6**

Article I
2021 Water Supervisors Association of Nevada Agreement
Summary of Article Changes

Preamble
Update the effective date of the agreement.

Article 1 – Recognition
Remove references to SNWA, SNWS; replace with RMWTF, AMS.

Article 8 – Recruitment, Selection, Placement, Promotions and Transfers
Update language to reflect current process for job postings and recruitment.

Article 13 – Hours and Premium Pay
Removed verbiage stating a non-probationary employee who is scheduled and permitted to report to work during any particular workweek shall be provided with work for the balance of that workweek; clarified requirement for cash out requests to align with payroll schedule.

Article 17 - Annual Paid Leave (Vacation)
Clarified requirement for cash out request to align with payroll schedule.

Article 18 – Disability Leave
Replace the term "disability leave" with "sick leave," including title.*

Article 28 – Pension-Retirement
Remove reference to life insurance.

Article 35 – Miscellaneous
Eliminate language requiring hard copies of the Agreement and allow for electronic copies to be made available to bargaining unit members.

Article 36 – Savings Clause
Verbiage added to include the agreement is subject to all Federal and State laws and regulations.

Article 38 – Cost-of-Living Wage Adjustment
Update effective dates of cost-of-living wage adjustments.

Article 39 – Long-Term Disability Insurance
Clarified language to reflect current benefit level.

Article 41 – Family Care Program
Remove outdated language and reflect current program offering.

Article 43 – Duration
Third year economic re-opener option revised to begin the second year.

*The term "disability leave" updated to "sick leave" throughout agreement where appropriate.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

WATER SUPERVISORS ASSOCIATION OF NEVADA

AND

LAS VEGAS VALLEY WATER DISTRICT

JULY 1, 2021 – JUNE 30, 2026

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PREAMBLE

This Agreement is made and entered into this 1st day of July, 2021 , by and between the LAS VEGAS VALLEY WATER DISTRICT, hereinafter referred to as the "District," and the WATER SUPERVISORS ASSOCIATION OF NEVADA, hereinafter referred to as the "Association," as a product of the good faith bargaining efforts of both parties, and for the purpose of promoting harmonious employer/employee relationships and the efficiency of the District operations.

ARTICLE 1 - RECOGNITION

The District recognizes the Association as the exclusive collective bargaining representative for all regular full-time and part-time employees in the classifications listed in Appendix A except for positions at AMS, RMWTF and LVSP facilities and offices.

The parties have agreed that the above unit is the only appropriate unit, and that neither party shall seek a change to include or exclude an employee, position, or classification therein without mutual agreement; Employee-Management Relations Board decisions involving other employers and/or statutory revisions notwithstanding.

The District shall notify the Association, in writing, of its intent to establish any new position or classification, and its position on whether the new classification is a bargaining unit classification.

The Association shall notify the District within ten (10) working days of receipt of notification of any disagreement if the Association believes a classification belongs in the bargaining unit. The District and the Association shall meet and attempt to resolve the disagreement within five (5)

working days of the Association's notice to the District. If the parties are unable to agree at that meeting, or at subsequent mutually agreed-upon meetings, the District may post and fill the position, and the dispute shall be resolved by the Local Government Employee-Management Relations Board as provided under NRS 288.170. If the new position is agreed to be, or determined by the Employee-Management Relations Board to be, a bargaining unit classification, the parties shall meet promptly and discussions shall be conducted pursuant to Article 15 (Classifications and Rates of Pay).

ARTICLE 2 - NON-DISCRIMINATION

A. There shall be no unlawful discrimination by the Association or the District of any kind against any employee on account of race, color, religion, sex, sexual orientation, sexual identity or expression, national origin, age, physical, visual or aural handicap, or Association membership or non-membership.

B. Any use of gender in this Agreement, including job classifications, shall be interpreted as referring to either male or female.

ARTICLE 3 - RETAINED RIGHTS

A. In order to operate its business and to maintain the efficiency of its operations, the District, 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 plants, facilities, equipment, and water conduits, and the personnel and work functions assigned thereto;

2. The products to be produced and sold, the facilities or water conduits to be constructed, and the services to be rendered, their quality and quantity, the methods and processes of service, maintenance, production, operation and construction, and the materials to be used;

3. The sales methods and sales price of all products and services; the purchase price of all purchases; and the legal, operational, organizational and financial structure of the District;

4. The services, tools, equipment, and machinery, except as limited by Article 31 (Safety); the production, maintenance and service standards;

5. The utilization of all District properties, easements, premises, equipment, and facilities;

6. The selection and hiring of all new employees; the promotion and demotion of all employees, except as limited by Article 8 (Recruitment, Selection, Placement, Promotions and Transfers); and

7. The number of employees; whether, when or where there is a job opening; whether to lay off employees as the result of the exercise of any rights of the District not limited by the clear and explicit language of this Agreement, and the number of employees to be laid off.

B. Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the rights of the District enumerated in section (A) above not expressly limited by the clear and explicit language of this Agreement, or arising out of or in any way connected with the effects of the exercise of any of such above-described rights, is not subject to the grievance and arbitration provisions set forth in Articles 5 (Grievance Procedure) and 6 (Arbitration).

C. In addition to the retained rights enumerated above, the District shall also retain the right to determine, change, discontinue, alter, or modify, in all or in part, temporarily or permanently, any of the following matters except as limited by the clear and explicit language of this Agreement:

1. The subcontracting of the products to be produced, the services to be rendered, and the construction, operation, and maintenance of plants, facilities and water conduits, provided that this right shall not be exercised in any arbitrary or capricious manner;

2. The work pace, work performance levels, and standards of performance, provided that this right shall not be exercised in an arbitrary or capricious manner;

3. Whether any employee meets the established work pace, work performance levels, and standards of performance, provided that such rights shall be exercised in a reasonable manner;

4. Affirmative action plans to encourage the recruitment, training, retention, and promotion of minority group members and women, provided that this right will not be exercised in an arbitrary or capricious manner, and that the District will discuss with the Association any substantial changes in its affirmative action program prior to implementation thereof;

5. The methods of reporting and recording time worked, provided that this right shall not be exercised in an arbitrary or capricious manner;

6. The job classifications and the content, duties, and qualifications thereof, provided that this right shall not be exercised in an arbitrary or capricious manner, and that the District will discuss with the Association any substantial changes therein prior to implementation;

7. The direction and supervision of all of the employees, provided that this right shall not be exercised in an arbitrary or capricious manner;

8. The assignment and transfer of employees District-wide between job classifications, between shifts, and between reporting points, provided that this right shall not be exercised in an arbitrary or capricious manner;

9. Reasonable rules and regulations for all employees; provided that the District will discuss with the Association any new rules prior to implementation thereof, and will post and distribute copies of same to the employees and to the Association;

10. The hours of work, the workweek, and shift schedules, provided that this right shall not be exercised in an arbitrary or capricious manner;

11. The method of funding of each benefit including the identity and selection of each carrier, insurer, or trustee, provided that this right shall not be exercised in an arbitrary or capricious manner;

12. The procedures for the security of the employees, plants, premises, facilities, equipment, and properties of the District, provided that this right shall not be exercised in an arbitrary or capricious manner; and

13. The number of employees assigned to any particular task, function, machine, equipment, operation, or shift, except as limited by Article 31 (Safety), provided that this right shall not be exercised in an arbitrary or capricious manner.

D. The rights of the District set forth in sections (A) and (C) of this Article are listed by way of example rather than limitation. All other rights of the District are also retained.

The exercise of any right reserved to the District herein in a particular manner, or the non-exercise of any such right, shall not be deemed a waiver of the District's right nor preclude the District from exercising the rights in a different manner.

E. None of the rights of the District set forth in this Article may be exercised for the purpose of undermining the Association.

F. If there is a direct conflict between any of the above-mentioned rights of the District and the terms of other Articles of this Agreement, the latter shall prevail.

ARTICLE 4 - WORK STOPPAGE

A. Neither the Association nor its members, or agents, or representatives, or the employees, or persons acting in concert with any of them, shall incite, encourage, or participate in any strike, walkout, slowdown, or other work stoppage of any nature whatsoever or any picketing during the term of this Agreement. In the event of any strike, walkout, slowdown, work stoppage or picketing, or threat thereof, the Association and its officers will do everything within their power to end or avert the same. The District shall not cause or engage in a lockout.

B. An employee authorizing, engaging in, encouraging, sanctioning, recognizing or assisting any strike, slowdown, picketing, work stoppage, or other concerted interference in violation of this Article, shall be subject to immediate dismissal notwithstanding NRS 288.250. The District reserves the right to selectively discipline employees hereunder.

C. If NRS 288 is amended during the term of this Agreement to permit strikes by local government employees, the operation of this clause shall remain in full force and effect notwithstanding any statutory changes.

ARTICLE 5 - GRIEVANCE PROCEDURE

A. **Grievance Defined:**

1. Employee Grievance is a claim by one or more employees covered by this Agreement (or by the Association on behalf of the employee(s) covered hereby with the consent of the employee(s)) that the District has violated an express term of this Agreement.

2. Association Grievance is a claim by the Association alleging a violation of the provisions of this Agreement on matters impacting a group of employees or the bargaining unit as a whole, or when the subject matter in dispute involves a policy affecting one or more employees. Any relief afforded through an Association Grievance shall be prospective; i.e., change or cease and desist, from the date of filing such grievances.

B. **Grievance Rights:**

1. The grievant may, if desired, be accompanied by a representative of the Association. If the grievant has requested the presence of a representative, the person conducting the meeting shall schedule the meeting at a time and place to permit the representative to be present.

2. The person conducting the meeting may be accompanied by another member of management.

3. Any settlement of a grievance between an individual employee and the District shall be consistent with the terms and provisions of this Agreement, and an Association representative shall have the opportunity to be present at these discussions regarding a settlement.

4. Not more than two (2) Association Representatives shall meet with the General Manager or designee at the second step of the Association Grievance Procedure. The General Manager also has the right to have one additional management representative present.

5. A grievance may be withdrawn by the filing party at any time during the process through notification of such to the other party.

6. All meetings held under these Grievance Procedures shall be scheduled at a time and place to permit all representatives to be present.

C. **Employee Grievance Procedure**: In order to facilitate problem resolution at the lowest possible level in the organization, the following procedures shall be utilized when a grievance is alleged by one or more employees.

Informal Level:

Before filing a formal written grievance, the District and the Association strongly urge the employee to make a reasonable attempt to resolve the matter informally with the appropriate supervisor. The appropriate supervisor shall be the employee's immediate supervisor and/or the supervisor who took the action or made the decision giving rise to the grievance.

If the appropriate supervisor is absent, the employee may meet with the next level of supervision to discuss the matter.

Step One:

If the grievance is not settled at the Informal Level, the grievant (or Association Representative on behalf of, and with the consent of, the employee(s)) shall submit to the appropriate department head a signed, written and dated grievance statement fully setting forth the facts surrounding the grievance and detailing the specific provisions of the Agreement alleged to have been violated and the remedy sought. The written grievance statement must be submitted within ten (10) working days after the event giving rise to the grievance. Within five (5) working days from the date the formal grievance is received, the department head or designee will hold a meeting to review and discuss the grievance. Within five (5) working days following completion of this meeting, the department head or designee shall give a written reply to the grievant and a copy of the decision to the Association and such reply shall terminate Step One.

Step Two:

If the grievance is not settled in Step One, the written grievance must be submitted to the General Manager within five (5) working days after the termination of Step One. Within five (5) working days from the date the General Manager receives the grievance, the General Manager or a designee will hold a meeting to review and discuss the grievance. Within five (5) working days following completion of this meeting, the General Manager or designee shall give a written reply to the grievant and a copy to the Association and such reply shall terminate Step Two.

D. Association Grievance Procedure

1. Step One:

a. The President of the Association, or his/her designee, shall submit a grievance form to the Director of Human Resources advising of the occurrence of a grievable event, stating the facts surrounding the event and the alleged violations of the Collective Bargaining Agreement. If the alleged offending Department Head is the Director of Human Resources, the grievance will be filed with the appropriate Deputy General Manager.

b. The grievance form must be submitted within ten (10) working days of the occurrence (or when the Association reasonably should have had knowledge of the event) which is the basis of the claim.

c. Within ten (10) working days of receipt of the grievance form, the Director of Human Resources or Deputy General Manager, if applicable, will hold a meeting exclusively for discussion of the grievance. A reasonable number of bargaining unit and District representatives may attend this meeting.

d. The meeting will be scheduled at such time and place to permit all representatives to be present.

e. Any resolution of the matter shall be reduced to writing and signed by both parties. If there is no resolution, the Director of Human Resources or Deputy General Manager, if applicable, shall issue a Step One response within five (5) working days following the Step One meeting and such reply shall terminate Step One.

2. **Step Two:**

a. If the matter is not settled in Step One, the written grievance must be submitted directly to the General Manager within five (5) working days after the conclusion of the Step One meeting.

b. The written grievance shall be signed and dated fully setting forth the facts surrounding the grievance and detailing the specific provisions of the Agreement alleged to have been violated and the remedy sought.

c. Within five (5) working days from receipt of the written grievance, the General Manager or designee will hold a meeting to review and discuss the grievance.

d. Within five (5) working days following this meeting, the General Manager or designee shall give a written reply to the Association and such reply shall terminate Step Two.

E. **Time Limits**: In computing time limits in this Article, "working day" shall be defined as a day District main offices are open for business. If a grievance is not processed in accordance with the time limits set forth in this Article, it shall not be subject to arbitration. If the party receiving the grievance should fail to meet any time limits specified at any step herein, the grievance shall be deemed denied at that step and the grieving party may proceed to the next step within the applicable time limits.

Any time limits in this Article may be extended by mutual written consent.

F. It is agreed that the District and the Association may utilize "trainees" to accompany their designated representatives to step meetings under this Article. The Association trainee will be provided release time to attend these meetings.

ARTICLE 6 - ARBITRATION

A. Grievances which are not settled pursuant to Article 5 (Grievance Procedure) or Article 7 (Discharge, Discipline and Personnel Files), and which the Association desires to contest further, and which involve the interpretation or application of the express terms of this Agreement (including the interpretation or application of the terms of Article 3, Retained

Rights, section B), shall be submitted to arbitration as provided in this Article, but only if the Association gives written notice to the District of its desire to arbitrate the grievance within five (5) working days after the termination of Step Two of the Grievance Procedure. It is expressly understood that the only matters which are subject to arbitration under this Article are grievances which were processed and handled in accordance with the grievance procedure of Article 5 or the Appeal of Discipline from Article 7, and which are not expressly excluded from arbitration by other provisions of this Agreement.

B. Prior to contacting the Arbitrator, the parties shall participate in a pre-arbitration conference with a mediator from the Federal Mediation and Conciliation Service to attempt to resolve the dispute.

C. As soon as possible, and in any event, no later than five (5) working days after the conclusion of the pre-arbitration conference, the parties shall request a list of seven (7) arbitrators from FMCS. Arbitrator selection shall be made by alternate striking of names until one name remains. The Association shall be the party to strike the first name. Both parties shall make every effort to mutually set forth the issue(s) to be arbitrated in advance of the arbitration hearing date.

D. Employees called as witnesses shall be released from regularly scheduled duties without loss of pay for all time necessary to attend and testify. However, witnesses shall be scheduled, to the extent possible, to minimize loss of work time. In no event shall an employee be paid for time served as a witness beyond his or her normal work schedule.

E. The decision of the Arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other. The function and purpose of the Arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which application of the Agreement depends. The Arbitrator shall therefore not have authority nor shall he/she consider it his/her function to decide any issue not submitted, or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The Arbitrator shall not give any decision which in practical or actual effects modifies, revises, detracts from or adds to any of the terms or provisions of this Agreement. The Arbitrator shall not render any decision or award, or fail to render any decision or award, merely because in his/her opinion such decision or award is fair or equitable.

The Arbitrator retains jurisdiction for a period of 120 calendar days from issuance of an award for the limited purpose of clarifying or interpreting the award. Either party, after first having requested the participation of the other party for a joint request, may unilaterally request clarification or interpretation within 60 calendar days of the date the award was issued. The non-moving party then has 15 calendar days to submit any information it

wishes to provide for the Arbitrator's consideration. Each party must simultaneously provide to the other party copies of any communications or information submitted to the Arbitrator.

F. If the Arbitrator finds that the District has discharged an employee without cause and orders reinstatement with back pay, all earnings received by the employee and all wages for any comparable employment refused by the employee shall be credited against back pay. The employee will provide such evidence regarding the aforementioned terms as is required by the District.

G. The decision of the Arbitrator within the limits herein prescribed shall be final and binding upon the parties to the dispute.

H. All fees and expenses of the Arbitrator shall be shared equally by the Association and the District. Each party shall bear the expense of the presentation of its own case.

I. The Arbitrator may hear and determine only one grievance at a time unless they are necessarily related or the parties expressly agree otherwise.

J. **Time Limits**: In computing time limits in this Article, "working day" shall be defined as a day District main offices are open for business. Any time limit in this Article may be extended by mutual written consent.

ARTICLE 7 - DISCHARGE, DISCIPLINE AND PERSONNEL FILES

A. The right to maintain discipline and efficiency of employees is vested exclusively in the District.

B. The District shall have the right to discharge or discipline any employee for cause, but in determining discipline, the District shall not transfer, reassign, reclassify or demote any employee for disciplinary purposes.

The District must be reasonable in determining "cause" in any particular case. The concept of "for cause" includes the principle of progressive discipline for minor offenses. The District shall notify the Association within five (5) working days of the issuance of a written warning.

C. All investigatory interviews or meetings will be conducted consistent with the intent of what is commonly referred to as the "Weingarten Rule" which provides that "An employee is entitled, upon request, to the presence of a union representative at any employer interview if the employee reasonably fears that the interview may result in discipline." An investigatory interview or meeting occurs when a supervisory or management employee questions an employee to obtain information which could be used as a basis for discipline or asks an employee to defend his or her conduct. The supervisory/management representative must inform the employee as to the subject of any such interview or meeting. If the employee has a reasonable belief that discipline may result from what he or she says, the employee has the right to have a representative present during the meeting. Additionally, if the employee initially declines, or does not request representation, but later determines he/she wants representation, the meeting must be recessed and re-scheduled to allow for the presence of a representative.

D. The District must notify the Association of the District's intent to suspend an employee. When suspension is contemplated, the last phase of the investigation process shall be a meeting, wherein the employee and the Association Representative are informed of the allegations and given the opportunity to respond. The discipline may be postponed to allow for consideration of evidence the employee produced or further investigation of the employee's response.

E. The District may not discharge an employee for cause without first giving the employee and the Association written notice and a minimum of ten (10) working days following the final transmittal of such information prior to the action being taken. The employee shall be placed on administrative leave with pay during this period. If an extension beyond the ten (10) working days is mutually agreed upon between the District and the Association, or the employee (if not represented by the Association in this matter), the additional days may be with pay.

The written notice shall include the following:

1. A statement that discharge is proposed and the specific charges.

2. Copies of any materials or documents upon which the proposed action is based.

3. A statement that the employee has ten (10) working days to meet with the District to discuss the proposed action.

Within the ten (10) working day period following the transmittal of information, the employee and an Association Representative shall schedule a meeting with the District to

review the charges and be given an opportunity to state their position as to whether there are true and reasonable grounds for the proposed action. The discipline may be postponed to allow for consideration of evidence the employee produced or further investigation of the employee's response.

At the completion of this meeting, the employee may remain in paid status pending the investigation of information and evidence provided in the meeting. The District will provide a written decision after the conclusion of their investigation with a copy to the Association.

F. In cases of contemplated discharge or suspension concerning misconduct which presents possible harm to persons or property or pending criminal charges which adversely and directly affect the District or substantially disrupts District operations, the District may immediately suspend the employee with pay upon giving the appropriate notice in sections (D) and (E) above.

G. The employee will have access to his or her personnel file, and the employee's representative will also have access upon prior written authorization of the employee. A written warning which given to an employee must, in order to remain effective, be placed in the employee's personnel file. An employee may insert into the personnel file a rebuttal statement which is directly in response to written warnings or other negative commentary in the file. Also, if two (2) years have passed without any further discipline, the warning or suspension record will be considered null and void, and shall be removed from the file. Written warnings for at-fault vehicle accidents will only remain in an employee's personnel file for 12 months unless another at-fault vehicle accident occurs during that 12-month period. Formal periodic evaluations are exempt from this removal requirement.

ARTICLE 8 - RECRUITMENT, SELECTION, PLACEMENT, PROMOTIONS AND TRANSFERS

A. Notice of all bargaining unit vacancies shall be posted on Workday for not less than seven (7) calendar days prior to the position being filled. Should Workday become inaccessible for any reason, the District will increase the posting period one day for each day of inaccessibility. The District also agrees to post non-bargaining unit vacancies below the level of department head, but none of the remainder of this Article applies to such postings.

B. The job posting notice, at a minimum, should include the following information, none of which is to be considered as a limitation of the employee's duty assignments once hired:

1. Title and job description of the position.
2. Salary or wage range on hiring date.
3. Work location (general information, subject to change).
4. Minimum qualifications and any necessary or desirable requirements for the classification or position.
5. Selection criteria to be used, eligibility requirements including education, employment, training or experience, and whether equivalent factors will be recognized.
6. Whether there will be competitive testing, and if so, the nature and scope of the test.
7. Address and deadline for filing applications.
8. Number of hours per day (general information, subject to change).
9. Regular assigned work times (general information, subject to change).
10. Statement that the District is an equal opportunity employer.

C. When a new permanent position is created, or an existing permanent position becomes vacant, the hiring authority may, at any time during the selection process, fill the position by transfer of a permanent non-probationary employee who has the same classification as that of the vacancy. A transfer is a change in an employee's department, division or work location without any change to the employee's classification and rate of pay. Any permanent non-probationary employee having the same job classification as that of the vacancy shall be considered for transfer by having filed a request for transfer, on the prescribed form, with the District's Human Resources Department. The District will notify the Association when a vacancy is filled by transfer. Any such transfer requires the mutual consent of the involved supervisors.

D. The District may use a single or combination of selection devices to assist in determining the qualifications of applicants. The form, content and administration of such selection devices shall be at the sole discretion of the District. All exams shall be under the supervision of the District's Human Resources Department. The District may decide whether there should be only a promotional list, or also an open competitive list established. Applications shall be accepted only during the period stated in a job posting.

E. Applications for promotional exams will be accepted only from employees of the District who meet the minimum qualifications announced in the job posting; probationary employees in a qualifying period may not apply. Applications for open competitive exams will be accepted from the general public as well as any District employee who meets the minimum qualifications announced in the job posting. If a multi-part selection process is

used, applicants must pass the preceding part in order to be admitted to the next part. In open competitive exams, where a multi-part selection process is used, District employees following the above-described process, will be admitted to the next part in the same proportions that they passed the preceding part.

F. Eligibility lists for the posted vacancy may be established when the selection process is completed. The names of all applicants successfully completing all parts of the selection process will be placed on an eligibility list to be used for up to 12 months.

Vacancies may be filled following posting of the vacancy from the following sources: existing eligibility lists (outside applicants), transfers or promotions of bargaining unit employees from applicant pools or hiring a new employee.

G. The most qualified applicants shall be referred to the hiring authority.

When all qualifications and factors are equal, bargaining unit vacancies shall be filled by the applicant who has the most District seniority.

H. **GENERAL PROVISIONS**

1. Involuntary transfers may be made by the District at any time independent of the selection process described in this Article, but may not be made for disciplinary purposes.

2. Nothing in this Article will preclude the District's filling positions on a provisional basis pending completion of the selection process.

3. The testing and ranking procedures shall not be subject to grievance nor shall the final selection or placement. However, District employee applicants shall, upon request, be granted a feedback session with the hiring authority.

   Further, such applicants, upon request, shall be granted a feedback session with the Director of Human Resources or designee to discuss the process and any post-selection review procedures which may be available. Additionally, the Association may request a meeting with the Director of Human Resources or designee for

specific inquiries, concerns or issues regarding a recruitment, promotion or reclassification.

4. It is the mutual intent of the District and the Association to improve training and inter-departmental opportunities.

I. The District will provide a list to the Association of employees who have been hired, into the bargaining unit, each month, including the employee's name, date of hire, classification and rate of pay.

ARTICLE 9 - ASSOCIATION REPRESENTATION

A. The Association shall have the right to designate its own representatives to participate in grievances, negotiations, meetings with management, and to attend to other business and activities of the Association.

Association Representatives are to promote harmony between the employees and the District, and to advise the employees in the adjustment of their work-related problems.

The Association shall provide the District with a list of accredited employee representatives and maintain its currency.

B. Association Representatives shall be granted release time with pay to attend meetings with the District to adjust employees' work-related problems as set forth in section (A) above; Article 5 (Grievance Procedure); meetings with management pursuant to Article 32 (Management Committee); Article 7 (Discharge, Discipline and Personnel Files), and any other meetings, including negotiations, which have a direct impact upon the Association. Association Representatives shall not leave their assigned work locations or interrupt their own duties or another employee's duties except as provided under this section and section (C) of this Article. Such meetings shall be scheduled at a mutually convenient time.

C. Association Representatives will also be permitted to use a reasonable amount of release time for the investigation of grievances. Release time will not be unreasonably withheld, but will be granted only upon advance approval by the supervisors involved, and will be scheduled by them so as to minimize interruption of the District's business. If at any time the District determines that release time has been abused, or has proven not to have been

a productive use of District time, it shall consult with the Association. If the situation does not thereafter improve, the District may in its sole discretion limit or eliminate the privilege.

D. Subject to compliance with District rules, an authorized representative of the Association who is not a District employee may have reasonable access to District facilities to view the premises and the operations of the bargaining unit, and to participate in any Association activities sanctioned by the terms of this Agreement, provided that such representative first notifies management of his presence and does not interfere, in any way, with work in progress.

E. The District shall provide exclusive bulletin board space to the Association in designated break and work areas. Any posted material will be signed by an Association Officer or Board Member.

F. The Association shall, upon written request, and subject to other scheduled events, be permitted reasonable use of meeting space at reasonable times and places. The Association shall be subject to reasonable charge for any clean-up or other extra services provided by the District.

G. Upon the hiring (new hire or promotion) of an employee into a bargaining unit position, an Association Representative and the newly hired employee may use release time for a period not to exceed four (4) hours for the purpose of orienting the newly hired bargaining unit employee to the terms and conditions of this Agreement. Scheduling will be through the approval of the responsible manager and will be coordinated consistent with District business needs.

ARTICLE 10 - BARGAINING UNIT WORK

Although employees in this bargaining unit perform work similar in nature to that of other members of management, the District shall not engage in day-to-day work assignment practices designed solely to erode this bargaining unit, eliminate bargaining unit classifications, or deny premium pay opportunities to the employees within this unit.

ARTICLE 11 - SENIORITY

A. 1. "District Seniority" is defined as the length of an employee's continuous service with the District from the date of hire. An employee who has prior service and is rehired may regain prior seniority subject to the provisions of section (D) in this Article. All references to "seniority" in this Agreement refer to "District Seniority" unless specifically identified otherwise.

2. In calculating District seniority for an employee in full-time status, an accumulated year of seniority shall consist of a minimum of 1250 hours in paid status (or on leave of absence because of a work-related injury) during a 12-month period.

3. "Classification Seniority" is defined as the length of an employee's cumulative service with the District in appointment to a specific classification or in the event of a term change in class title to the duties of a current or its predecessor classification. "Classification Seniority" shall be used in making shift assignments (see Article 13, Section H).

B. 1. The probationary period for new or rehired employees shall be six (6) months of continuous employment. Probationary employees may be discharged for any reason without recourse to the grievance and arbitration process contained in Articles 5 and 6. Upon completion of the probationary period, the employees shall accrue seniority retroactively to the date of hire.

2. The qualifying period for newly promoted employees shall be six (6) months. Employees who do not meet the requirements necessary for a satisfactory completion of the qualifying period shall have their employment maintained at the rate of pay earned immediately prior to the promotion. The District shall return the employee to the same classification held prior to the promotion when possible.

If a vacancy in the same classification is not available, the District will place the employee in a position which he/she is qualified to perform. When a vacancy occurs in the bargaining unit in the same classification the employee held immediately prior to the promotion, or a comparable classification becomes available within the unit, the employee must accept the position. The District shall offer and the employee may accept a position in the same or comparable classification outside the bargaining unit providing such becomes available. The actions resulting from a failure to successfully complete the qualifying period are not subject to the grievance and arbitration procedures of Article 5 and 6.

3. The probationary period and the qualifying period may be extended up to an additional three (3) months upon mutual agreement of the Association and the District.

C. 1. All seniority rights accrued under this Agreement shall be terminated by:

a. Discharge;

b. Retirement;

c. Layoff without recall to work for a continuous period equal to one-half of the seniority accumulated at the time of layoff, or one year, whichever is shorter.

d. Failure to report for work from layoff within five (5) working days after being notified by telephone, in person, e-mail or certified letter to the employee's last address on record, unless a reason satisfactory to the District is given.

D. Employees who have had prior service with the District and are rehired may regain previous seniority rights subject to the following conditions:

1. The employee was not separated for any of the reasons enumerated in section (C) of this Article.

2. The employee works in a permanent position for a period of time equal to the time separation, or a minimum of six (6) months. (An employee who is separated for six (6) months or less must work a minimum of six (6) months due to the probationary period.)

3. "Bridging of Service" is defined as a recapture and reinstatement of credit for prior employment time. An employee who meets the conditions in this paragraph, and is able to recapture the prior employment credit, shall have seniority rights and benefits for all period(s) of permanent employment. The seniority rights and benefits referred to in this provision include, but are not limited to, the following:

a. Layoff requirements;

b. Shift assignments;

c. Annual leave accrual;

d. Sick leave pay off;

e. Service recognition;

f. Regaining forfeited sick leave, with the following condition: An employee who has been paid for a portion of his/her sick leave accrual balance must repay to the District the amount of the sick leave pay off in order to be credited for the entire sick leave accrual he/she had prior to separation. In other words, if an employee had 100 hours of sick leave accrual balance at the time of separation, and was paid for 50 of those sick leave hours at $5 per hour, that employee would have to repay the $250 (50 hours X $5 per hour) in order to regain the 100 hours of accrued sick leave he had at the time of separation. There is a two (2) year time limit from the date of rehire on when this may be repaid, and it must be repaid in one lump sum. The forfeited sick leave will not be credited to the employee's account until payment has been made. An employee who did not receive pay for unused sick leave at separation shall regain the sick leave balance upon satisfying the conditions of section (D) of this Article.

ARTICLE 12 - LAYOFF AND RECALL PROCEDURE

A. **Layoffs**. If a layoff due to a lack of work or lack of money is found to be necessary, the District shall provide 30 calendar days' prior written notice, except in extraordinary emergency circumstances, to the affected employee and the Association.

When a layoff becomes necessary, employees shall be laid off by District seniority from the affected job classifications as follows:

1. Temporary employees;

2. Initial hire probationary employees;

3. Part-time employees;

4. All other employees required to be removed, provided the remaining employees are capable of performing the remaining work at required performance levels and standards.

5. The designated Association Representatives shall be the last to be laid off, provided that they are capable of performing the remaining work at required levels and standards.

B. **Bumping**. Employees who are subject to layoff, but who have greater District seniority than other bargaining unit employees in another lower-paid classification may, if the District concludes that they are qualified, be permitted to bump the least senior employee from the lower-paid classification.

Employees may have the right to bump into another bargaining unit subject to the condition that, at the time of bumping, the other bargaining unit has a current Collective Bargaining Agreement which expressly permits such bumping from this bargaining unit.

C. **Temporary Work**. Employees who are subject to layoff may be assigned elsewhere on the basis of District seniority to available temporary work which they are qualified to perform, or laid off if no such work is available. In the event affected employees are assigned to other temporary work, such assignments shall be without loss of seniority or recall rights. The District shall notify the employee of the estimated duration of the temporary assignment and shall thereafter notify the employee of any changes in that estimate.

D. **Recall**. Laid-off employees shall be recalled to the jobs from which they were laid off in the inverse order of layoff. Employees whom the District decided to recall from layoff will be notified either by telephone, in person, e-mail or certified letter to the employee's last address on record, it being the responsibility of each employee to keep the District informed of his or her current correct address. The District may fill the vacancy on a temporary basis pending the return of such employee. An employee so notified shall report for work or notify the District of his intention to report for work within five (5) working days after notification has been given to the employee to report for work. The employee shall return to work at the agreed-upon date, but not later than five (5) working days after receipt of such notice unless a reason satisfactory to the District is given. For purposes of this Article it shall be conclusively assumed that employees have received such notice to report for work three (3) working days after notice is sent by certified mail or e-mail to their last known address, unless in fact such notice was received prior thereto. If an employee fails to comply with any of the provisions of this paragraph he may be terminated.

ARTICLE 13 - HOURS AND PREMIUM PAY

A. **HOURS AND WORKWEEK** - The standard workweek is 40 hours, consisting of ten (10) consecutive hours per day (exclusive of lunch break) during four (4) consecutive days commencing with the first hour and day of the employee's regularly assigned workweek and shift.

For those employees who are assigned to other than the standard workweek, namely a 5/8 workweek, their regular workweek shall consist of eight (8) consecutive hours per day (exclusive of lunch break) during five (5) consecutive days, commencing with the first hour and day of the employee's regularly assigned workweek and shift.

All references to workday or workweek will be interpreted relative to an employee's assigned schedule.

The District may adopt a work week that does not have four consecutive work days (a non-standard work week) in Customer Care; however, prior to doing so, the District will provide 30 days' notice to the Association, during which time the District shall make full disclosure of how employees will be selected, and all other pertinent information and shall, in good faith, discuss any issues raised with respect to that change.

For employees who are changed from 4/10's to 5/8's or vice versa, if 48 hours' notice is not given, overtime shall be paid for all hours worked during the first week of such change.

B. **CHANGES FROM ONE SHIFT TO ANOTHER** - The employee's regular shift, i.e. day, swing or grave, may be changed by the employer without incurring premium rate liability only if 48 hours' notice is received by the employee prior to commencement of the employee's regularly scheduled workweek.

If the change of an employee's regular shift, i.e. day, swing or grave, is initiated without the 48 hours' notice specified above, the District shall pay the employee at the premium rate of one and one-half (1-1/2) hours of pay per each hour plus shift differential commencing on the first irregular shift and continuing through the balance of the workweek. Should the shift change result in more than ten (10) hours being worked in any 24-hour period, or more than eight (8) hours for employees on 5/8's, the shift

differential (if applicable) plus the premium rate shall apply for all hours worked in the 24-hour period.

C. **CHANGES TO STARTING TIMES WITHIN THE SAME SHIFT** - Should a temporary change (1 to 7 days) in starting time within the same shift result in more than ten (10) hours being worked, or more than eight (8) hours for employees on 5/8's, in any 24-hour period, the premium rate of one and one-half (1-1/2) hours of pay shall apply for all hours worked beyond the regularly assigned hours. In the event of a permanent change in starting times within the same shift or change in days off is instituted without 48 hours' notice, the premium rate shall be paid for all hours worked in the first workweek of such change.

D. **SEASONAL SHIFT** - If a majority of the affected employees within a given work unit or section requests, through the Association, the District may establish a seasonal work shift for said work unit or section. This seasonal shift shall run from the first Monday in June to the second Friday in September, unless changed by the District pursuant to the Joint Committee Process of Article 32.

1. Unless mutually agreed otherwise, pursuant to the Joint Committee process of Article 32, the seasonal shift for day shift employees shall start one (1) hour prior to the regularly scheduled shift and end one hour prior to the end of the regularly scheduled shift.

2. Unless mutually agreed otherwise, pursuant to the Joint Committee process of Article 32, the seasonal shift for swing shift employees shall start one (1) hour after the beginning of the regularly scheduled shift and end one hour after the end of the regularly scheduled shift.

E. **ADDITIONAL HOURS** - Additional hours worked as a result of call-out, emergencies, scheduled and pre-approval shall be paid at straight time or hour-for-hour comp time at the employee's option.

F. **COMPENSATORY TIME** - The maximum amount of compensatory (comp) time an employee may accrue is 160 hours. In lieu of pay, comp time may be accrued at the employee's option if the employee has a balance that will accommodate the additional time without exceeding the 160 hour maximum.

Employee use (taking time off from work) of comp time is limited to 60 hours of comp time in a payroll year.

Compensated time off will be on an hour-for-hour basis.

1. Requests for use of compensatory time off shall be administered in accordance with Article 17 (Annual Leave) of this Agreement.

2. Compensatory time may be "cashed out" up to four times during any payroll year. Requests must be made in accordance with the payroll schedule.

3. Payment upon separation of employment shall be as required by the Fair Labor Standards Act.

G. **RELIEF SHIFT PREMIUMS** - All employees who are temporarily assigned to a shift other than their regular assigned shift (i.e. day, swing or grave), for purposes of providing relief shall be paid a premium of $0.15 per hour (in addition to any applicable shift differentials) for all hours worked outside of their regular assigned shifts. Such employees are exempt from the workday provisions as provided in sections (A) and (E) of this Article.

H. **SHIFT DIFFERENTIAL** - A shift differential shall be paid for all hours worked to all employees whose regular shift begins between the hours of 12:00 noon and 8:00 p.m. (swing shift). The dollar amount of the shift differential shall be established as four percent (4%) of the employee's hourly rate.

A shift differential shall be paid for all hours worked to all employees whose regular shift begins between the hours of 8:00 p.m. and 4:00 a.m. (graveyard shift). The amount of this differential shall be six percent (6%) of the employee's hourly rate.

The District retains the exclusive right to determine whether a swing or grave shift operation will be scheduled, but will discuss with the Association prior to implementing to determine how many and which employees will be assigned to them. However, the District will endeavor to satisfy employee shift preferences as much as business demands reasonably permit, and when all other factors are equal will rely upon classification seniority.

Only holidays and regularly scheduled hours will be considered for the purpose of computing shift differentials. Thus, no shift differential will be paid for time off such as sick leave or annual leave.

I. **STANDBY STATUS** - The District may require employees to remain on "standby status" in order to be available for emergencies.

1. Employees designated on standby status for a full week shall be paid a sum equal to 12 hours of pay at their regular hourly rate for each seven (7) calendar days of standby service, or, at the employee's option, 12 hours of annual leave shall be added to the annual leave accrual balance. If one or more paid holidays occurs during a seven (7) calendar day period of standby service, the employee who is on standby will be paid an additional sum equal to eight (8) hours of pay at the regular hourly rate for each such holiday or, at the employee's option, an additional eight (8) hours of annual leave for each such holiday shall be added to the annual leave accrual balance.

2. Employees designated on standby status for a weekend will be paid a sum equal to six (6) hours of pay at their regular hourly rate for each weekend of standby or, at the employee's option, six (6) hours of annual leave shall be added to their annual leave balance. In the event that one or more holiday(s) occur in conjunction with a weekend standby assignment, the affected employee shall be paid an additional sum equal to eight (8) hours of pay at the regular hourly rate for each holiday or, at the employee's option, an additional eight (8) hours of annual leave for each such holiday shall be added to the employee's annual leave accrual balance.

   For example: An employee assigned weekend standby on Memorial Day weekend would be on standby from Friday afternoon through Tuesday morning and would receive six (6) plus eight (8) hours.

   An employee assigned standby on Thanksgiving weekend would be on standby from Wednesday afternoon through Monday morning and would receive eight (8) plus eight (8) plus six (6) hours.

3. Employees designated on standby status for a holiday only will be in standby from close of business the day prior to the holiday until the morning following. Employees designated on standby status for a holiday will receive eight (8) hours of pay at the regular hourly rate. At the employee's option, eight (8) hours will be added to the employee's annual leave accrual balance.

For example: Should the Fourth of July fall on Wednesday, a designated employee would be on standby status from close of business Tuesday through Thursday morning and would receive eight (8) hours.

ARTICLE 14 - MEAL PERIODS

A. The normal shift schedule for employees (with the exception of employees assigned to work groups on a 24-hour continuous operation) shall include an unpaid meal period of one-half hour to one hour, depending upon the needs of the department involved.

B. An employee who works an additional four (4) hours and is required to continue to work shall receive a $7.00 meal allowance at the end of each four (4)-hour period. This meal allowance does not apply to additional hours worked on the employee's regular days off.

ARTICLE 15 - CLASSIFICATIONS AND RATES OF PAY

A. **General** - The wage rates and job classifications for all employees covered by this Agreement for the term hereof shall be as set forth in Appendix A, attached hereto.

B. 1. Newly created job classifications in the bargaining unit and any changes to the job classifications as set forth in Appendix A are subject to discussion with the Association prior to implementation. The District shall notify the Association, in writing, of any proposed new or modified job classifications. The parties shall meet promptly, but no later than eight (8) working days following notification if the position is vacant, or 30 calendar days if it is not vacant before any District action is taken.

The District shall have the exclusive right to determine the duties, responsibilities, qualifications and description of new or revised job classifications.

Wage rates for newly created job classifications and for changed classifications shall be comparable, based upon job duties and responsibilities, with the wage assignments contained in this Agreement. Disputes under this Article are subject to grievance and arbitration (Articles 5 and 6).

2. **Changes in Pay Rates** - When a position with an incumbent is reclassified to a different salary range, the following shall apply:

   a. If the reclassification results in a salary increase, the employee's salary shall receive a minimum five percent (5%) increase.

   b. If the salary range for the classification is decreased, the employee's salary rate shall remain unchanged until general pay adjustments increase the salary range to correspond with the employee's salary rate. The employee shall then be placed within the new salary range without any loss of pay.

3. **Reclassification Request** - Employees may request a reclassification study if they reasonably believe their duties and/or responsibilities of their position have changed significantly. Such request shall be submitted in writing to the Human Resources Department.

   If the request is deemed appropriate by the Human Resources Department, it shall conduct a job audit of the position and shall respond in writing as to its estimate of when the audit can be completed.

   The employee and the Association shall be provided with a written decision upon the audit which shall include the reasons for the District's decision. If position is reclassified the effective date of the reclassification is upon completion of discussion with the Association as required in section (B.1) of this Article.

C. **Permanent Transfers** - A transfer is a change in an employee's department, division or work location without any change to the job classification or rate of pay.

D. **Promotions** - Employees who are promoted to a new job classification in a higher salary range shall receive a promotional increase which is the greater of five percent (5%) or the entry level of the new range. If the new range is not sufficient to permit a five percent (5%) increase, the employee will be paid at the control point of the new range.

The Director of Human Resources may, with notification to the Association, set the promotional increase above five percent (5%), not to exceed ten percent (10%), if such is warranted taking into consideration the length of time since the last merit increase and the rates of pay of employees in the same class and work group. Promotional increases

above five percent (5%) as set forth herein are not subject to the Grievance and Arbitration Procedure (Articles 5 and 6) of this Agreement.

When an employee bids upon a vacancy in a different classification, but the same salary range, the employee's regular rate of pay shall be maintained.

E. **Demotions** - If an employee is demoted, whether voluntarily or involuntarily (including the avoidance of a layoff), the employee will maintain his/her current rate of pay prior to the demotion unless the rate exceeds the control point for the range, in which case he/she shall be paid at the control point of the lower range.

If an employee is returned, or demoted, to a former or comparable job classification after or during the qualifying period following a promotion, the employee shall be paid the rate of pay in effect immediately prior to the promotion, including any economic adjustments.

F. **Temporary Assignments** - When the District, in its discretion, assigns an employee on a temporary basis to a higher classification, the pay increment will be a ten percent (10%) increase or the entry salary of the position, whichever is higher. The pay increment is for assignments consistent with minimum performance requirements and is paid as follows:

1. If the employee works in the higher classification for a minimum of two (2) consecutive workweeks, the increment will apply for the entire assignment.

2. If a holiday falls during the assignment, and the increment is applicable to the assignment, the employee will receive holiday pay at the higher rate.

When an assignment is made, the manager will confirm such an assignment to the employee in writing "for the record." In no event will the District reschedule employees under this provision solely to avoid the payment of the premium provided herein.

G. **Merit Increases** - Employees covered by this Agreement are eligible for merit reviews based on an annual rating period of July 1 – June 30 with merit increases effective September 1 of each year. Employees hired or newly promoted to the Front-Line Supervisor Unit will be phased into this process through one of the following options:

OPTION A. FOR EMPLOYEES WITH LESS THAN 6 MONTHS IN POSITION AS OF JUNE 30. The first merit review will be conducted on the first anniversary of hire or promotion. At that time the employee, with the concurrence of his/her supervisor, has the option to 1) be considered for a merit increase effective at that time with a "mini-review" and eligibility for a pro rata increase (less than 12/12) effective September 1 for the interim period OR 2) extend the review period to include the time between the anniversary date and September with eligibility for a pro rata increase (greater than 12/12) effective September 1. In either case, future reviews would be with a July 1 - June 30 rating period with a September 1 effective date for increases. For example, an employee hired or promoted to Supervisor effective March 28 would have the first annual review in March one year later and 1) a merit increase effective March 28 and a 5/12 increase effective the following September 1 OR 2) a review in March extended to September with a 17/12 pro rata increase.

OPTION B. FOR EMPLOYEES WITH 6 MONTHS OR MORE IN POSITION AS OF JUNE 30. If the employee and his/her supervisor agree that there has been sufficient time to establish a fair and valid review, the review may be completed with eligibility for a pro rata increase (less than 12/12) effective September 1. If either party feels that there has been insufficient time, the first review should be conducted on the first anniversary following the process outlined in Option A.

Employees at or above the control point are eligible for a lump sum increase or a merit increase according to their performance. Merit increases and lump sum increases are based on performance reviews and the determination as to whether an increase will be granted is left solely to the District. The formula for eligibility and the increases available are found in Appendix B.

Statistical reports regarding merit increases, with organization-wide comparability, will be provided on an annual basis, on or about November 1 of each year. The Association may request a meeting to discuss this information pursuant to Article 32, Management Committee.

ARTICLE 16 - HOLIDAYS

A. The District shall observe the following scheduled holidays:

New Year's Day (January 1)

Martin Luther King, Jr.'s Birthday (3rd Monday in January)

Presidents' Day (3rd Monday in February)

Memorial Day (Last Monday in May)

Independence Day (July 4)

Labor Day (1st Monday in September)

Nevada Day (Last Friday in October)

Veterans Day (November 11)

Thanksgiving Day (4th Thursday in November)

Day after Thanksgiving (4th Friday in November)

Christmas Day (December 25)

Any day that may be declared by the Governor as a legal holiday shall be considered as an additional scheduled holiday.

B. Employees are eligible for pay equal to their established workday at their regular rate (including shift differential) if a scheduled holiday falls during their established workweek.

Each employee working 4/10's is eligible for a maximum of 90 hours of holiday pay per calendar year. Each employee working 5/8's is eligible for a maximum of 96 hours of holiday pay per calendar year. All holiday hours not used during the calendar year will be lost. There will be no carry-over from year to year.

During some years the scheduled holidays that fall during an employee's established workweek may not total the 90 or 96 hours for which the employee is eligible. In those instances, an employee shall be eligible to use the difference between the total scheduled holiday hours for that year and 90 or 96 hours as "floating" holiday hours.

Floating holiday hours may be used in increments of not less than two (2) hours.

Each employee is responsible for ensuring that he/she does not use floating holidays hours in excess of the eligible amount. Should this happen the employee will have scheduled holiday time charged to accrued vacation or Leave WithOut Pay (LWOP) for any scheduled holidays for which no paid holiday hours are available. Calendars for various work schedules showing scheduled and floating holiday amounts for each year are available on the Hydroweb.

C. Newly hired employees will be entitled to the floating holiday hours during their first year of employment according to the following schedule:

Hired between January 1 – April 30	100%
Hired between May 1 – August 31	50%
Hired between September 1 – December 31	0%

D. An employee will be entitled to holiday pay if he/she is in pay status on the last working day before, and on his/her first working day after, the holiday.

E. If a holiday occurs during an employee's annual leave, it will be paid as holiday and not charged against accrued annual leave.

F. The District may, at its discretion, require employees to work on a holiday that falls on their regularly scheduled work day. An employee required to work on such a holiday shall receive, in addition to his/her holiday pay, pay at time-and-one-half for all hours worked on that day.

G. There will be no pay-off of unused holiday hours (scheduled or floating) upon separation from employment.

ARTICLE 17 - ANNUAL PAID LEAVE (VACATION)

A. Each employee, after completion of the probationary period, is entitled to paid annual leave.

B. One (1) year of credited service as used in this article means the same as the term is used in Article 11 (Seniority).

C. Annual leave will be determined pursuant to the table set forth below:

RATE OF ACCRUAL	FOR YEARS OF SERVICE
4.62 hours/pay period	0 - 12 years
6.20 hours/pay period	Over 12 years

D. Employees working 4/10's must have at least 60 paid hours during a pay period to earn an annual leave accrual. Employees working 5/8's must have at least 64 paid hours during a pay period to earn an annual leave accrual.

E. The maximum amount of annual leave an employee can carry over is 280 hours on the employee's service (anniversary) date. Additional hours accumulated during the service year, if not used or sold back, will be lost as of that date.

The District will continue its present practice of notification to employees when their annual leave accrual balance exceeds 200 hours.

F. **SELL BACK** – An employee is eligible to "sell back" accrued leave in excess of 280 hours prior to his/her service date if the eligibility criteria outlined in paragraph (H) has been met.

G. **CASH OUT** - An employee may "cash out" annual leave one time during any calendar year providing that a minimum balance of 80 hours will remain after the cash out and the eligibility criteria outlined in paragraph (H) has been met.

The minimum amount an employee may cash out is 20 hours and requests must be made in accordance with the payroll schedule.

The maximum amount eligible to be cashed out is one-half (1/2) of the annual accrual rate; i.e., assuming all eligibility criteria are met, an employee earning leave at an annual rate of 96 hours per year could cash out up to 48 hours; an employee earning 160 hours per year could cash out up to 80 hours.

H. **ELIGIBILITY CRITERIA FOR SELL BACK OR CASH OUT**

An employee working 4/10's may sell back or cash out accrued leave on his/her service date if, during the preceding 12 months, the employee was permitted, after a reasonably timely request to do so, to take a minimum of 70 hours of leave, including one full week off.

An employee working 5/8's may sell back or cash out accrued leave on his/her service date if, during the preceding 12 months, the employee was permitted, after a reasonably timely request to do so, to take a minimum of 72 hours of leave, including one full week off.

A combination of leave and one (1) scheduled holiday may comprise the week as long as the employee is off a full-week.

For the purpose of qualifying for a sell back or cash out under this provision, the leave taken may include annual leave, personal leave, floating holidays and compensatory time. Sick IS NOT included.

NOTE: The "full week" may be broken by a weekend. For example, a 5/8's employee may take vacation on Thursday and Friday, a holiday on Monday and vacation on Tuesday and Wednesday. Another example, a 4/10 employee may take floating holidays on Wednesday and Thursday, a holiday on Monday, and annual leave on Tuesday.

I. Annual leave must be scheduled in advance, whenever possible, and will be scheduled by the District so as to minimize interference with normal operations. Annual leave shall not be used for sick leave purposes unless all sick leave is exhausted.

J. Annual leave shall be paid at the employee's regular rate of pay (excluding shift differentials) in effect on the shift immediately preceding the day the leave commences.

K. An employee shall accumulate paid annual leave on a pay period basis and upon termination of his employment shall be paid for all accumulated time not previously taken. Probationary employees shall not be entitled to payment for leave upon separation.

ARTICLE 18 - SICK LEAVE

A. **Sick Leave Accrual** - Sick leave shall accrue for regular full-time employees at the rate of 3.70 hours per pay period. Employees working 4/10's must have at least 60 paid hours during a pay period to earn a sick leave accrual. Employees working 5/8's must have at least 64 paid hours during a pay period to earn a sick leave accrual. There shall be no limit to the amount of sick leave that can be accumulated.

B. **Illness and Injuries** - Any employee is entitled to use accrued sick leave when:

1. Disabled by illness, injury, pregnancy, termination of pregnancy, or childbirth;

2. Prevented from working by public health requirements;

3. Receiving required medical or dental service or examinations; or

4. There is illness in the employee's immediate family or step-family where such illness requires the employee's attendance.

Sick leave may also be utilized in cases of industrial injury after expiration of the income maintenance provisions under Article 19.

Annual leave shall not be used for sick leave purposes unless all sick leave is exhausted.

C. **Physical Examinations** - An employee returning to work after an absence of 30 calendar days or more due to illness or injury; shall submit certification by a licensed physician of fitness to perform his/her normal work assignments. Any physician examination costs associated with obtaining this certification of fitness shall be borne by the employee.

D. **Abuse of Sick Leave** - Sick leave is extended to assist District employees when illness prevents them from working. [If the District reasonably suspects abuse, it may require a

physician's certificate.] Abuse of sick leave by an employee may result in disciplinary action.

E. **Additional Leave** - A leave of absence without pay up to a maximum of six (6) months may be granted by the District for purposes normally covered by sick leave when an employee's sick leave has been exhausted. During such a leave of absence, the District may require the employee to undergo examination by a District selected physician at the expense of the District. The District will compensate employees who are legitimately ill or injured at their regular rate for the time spent for such physical examinations. If, on the other hand, the examination indicates abuse on the part of the employee, he/she shall receive no payment for time spent during the examination and will be subject to discipline or discharge.

F. **Light Duty Work/Temporary Disability Reassignment** – Following the illness or injury of an employee, the District shall provide such employee with available light duty work for which the employee is qualified and able to perform or the employee may be assigned to work less than a full workday within the employee's regular classification. When an employee is able to return for light duty work, the employee shall notify his/her supervisor of his/her release to return to work for light duty pending his full release. The employee shall remain in available light duty assignment until he/she is fully released for work by the employee's physician.

If no light duty work is available the District may temporarily reassign the employee to another position for which he/she is qualified and able to perform if a vacancy exists, or the employee shall remain on sick leave until light duty work becomes available or the employee is fully released to work.

G. **Permanent Disability Reassignment** – If, in the opinion of the employee's physician and a District selected physician, the employee cannot perform, and will not be able to perform, his/her regularly assigned duties due to disability and should be limited to performance of other, less physically demanding duties, the District shall make an effort to reassign the employee to a position for which he/she is qualified and able to perform, provided such an opening exists at that time. Such reassignment is in lieu of termination or sick leave, whichever is appropriate.

H. **Payment for Unused Sick Leave Upon Termination** - An employee shall receive payment for sick leave at their current rate of pay upon separation or layoff in accordance with the following formula:

COMPLETED YEARS OF SERVICE	PERCENTAGE OF ACCRUED LEAVE TO BE PAID
Less than Three	0%
Three through 14 years	50%
15 years or more	75%
Death	100%
Permanent disability separation, certified by a District selected physician at the expense of the District.	100%

All sick leave not paid off upon termination shall be deemed forfeited.

I. Note that certain other leaves in this Agreement are charged against accrued sick leave.

ARTICLE 19 - INDUSTRIAL INJURY

A. For absence caused by a work-related injury or event, if an employee's net pay is not fully covered by a workers' compensation insurance program, the District shall provide a 60 calendar day period of income maintenance to insure that the employee suffers no loss of net pay.

B. The District, under income maintenance for the 60 calendar day period, shall continue payment of employee group health plan, retirement-pension plan contributions and/or any other benefits as though he/she were still on the job. In the event the injury is for more than the 60 calendar day period of income maintenance provided by the District, the employee may use accrued sick leave and then accrued annual leave to insure he/she shall suffer no loss of net pay.

C. During any absence due to an industrial injury or accident, when a doctor of the employee's choice and/or of the District's choice indicates the injured worker is available for light duty, the District may provide him with light duty. If no light duty is available, the

employee shall continue on workers' compensation pay and income maintenance as outlined above.

D. Payment of the difference of workers' compensation pay and regular pay will be computed on "net pay" not "gross pay." "Net pay" will be the employee's normal gross base pay less withholding taxes at each employee's rate for the preceding three (3) months and FICA at the prevailing rate.

E. The 60 calendar day period is an upper limit per each unrelated workers' compensation claim.

F. The District may, in exceptional cases, and at its sole discretion, continue this maintenance of income at full or partial pay for additional periods of 30 calendar days up to a maximum time limit of 12 months, including the first 60 calendar day benefit. Denial of such an extension is not grievable.

G. When reimbursement is necessary for an overpayment, the District and the employee will devise a mutually agreeable repayment plan.

ARTICLE 20 - CHILD CARE

A. **Child Care**. After the birth or adoption of a child, an employee (male or female) may, upon written request, be granted sick leave where appropriate, personal leave, compensatory time, annual leave to the extent accrued or be placed on an unpaid status for purposes of child care.

B. The combined total of the above leaves may not exceed six (6) months. Persons employed to fill positions becoming vacant due to leaves under this Article shall hold such positions subject to being reassigned to another position, if available, or terminated upon the return of the employee to the former position.

ARTICLE 21 - BEREAVEMENT LEAVE

A. Employees who are required to absent themselves from work as a result of the death of a member of their immediate family or stepfamily shall be granted leave with pay up to a maximum of 40 hours per bereavement. Bereavement leave shall be charged to either sick or annual leave at the employee's option.

B. Any time required by the employee in excess of the above provision, or for the death of other than the employee's immediate family or stepfamily shall be charged to either accrued sick leave or accrued annual leave at the employee's option.

C. The immediate family or stepfamily is defined as: spouse, domestic partner, child, father, mother, brother, sister, grandparent or grandchild, or any in-law of the employee having the above specified relationships.

ARTICLE 22 - PERSONAL LEAVE

Employees who have completed their probationary period may take personal leave with pay up to 24 hours per calendar year, which shall not be charged against annual or sick leave or accrued compensatory time. Personal leave may be taken for any personal reason at any time requested by the employee with prior approval, and may be taken in hourly increments.

Total personal leave taken in any calendar year shall not exceed 24 hours.

Unused personal leave may not be carried forward to the next calendar year; however, unused personal leave is payable upon separation.

ARTICLE 23 - COURT LEAVE

A. A leave of absence with pay shall be granted to any employee for the time required in service:

1. on a jury;
2. in court proceedings when the employee or the employee's spouse or child is a victim of a crime against the person (this is voluntary at the employee's option);
3. in court under subpoena.

This leave will be at the employee's regular rate for the duration of such duty. Remuneration received for such duty (excluding mileage) shall be submitted to the District for each day for which the employee received payment from the District under this provision.

B. Employees involved in civil or administrative proceedings may utilize accrued annual leave to attend any meetings, hearings or proceedings required

ARTICLE 24 - MILITARY LEAVE

A. Whenever an employee, except temporary employees, enters the Armed Forces of the United States, whether by enlistment or Selective Service, he/she shall be granted military leave of absence for the duration of his/her compulsory service.

B. During the period of military service, the employee shall retain all rights to which he/she is entitled under the provisions of this Agreement, provided that during a period of military leave in excess of 30 calendar days annual or sick leave shall not accrue. His or her salary upon his/her return shall be the same as he/she was receiving at the time he/she went on leave, plus any economic adjustment accruing during the period of such leave, and he/she shall be credited with all seniority for past services.

C. Application for reinstatement following military leave must be made within 90 calendar days after receiving an honorable release from active duty.

D. Persons employed to fill positions becoming vacant under this Article shall hold such position subject to being assigned to another position, if available, or terminated upon the reinstatement of the returning employee to his former position.

E. In order that no employee shall suffer any loss of income as a result of a reserve status in any of the Branches of the Armed Forces of the United States or the Nevada National Guard, the employee shall, upon presentation of official orders for active duty for training, be granted leave for a period not to exceed three (3) workweeks (120 hours) in one (1) calendar year. In the event that the amount of the employee's military base pay is less than the amount of his/her regular District base pay, the District will make up the difference.

F. Each employee who is draft eligible and is required to submit to a pre-induction physical examination shall, upon furnishing documentary proof of such requirement, be granted time off with pay not to exceed three (3) working days at his/her basic straight-time hourly rate for the purpose of reporting for, or submitting to, any such ordered physical examination.

G. The intent of this Article, except for section (E), is to be consistent with federal and state law, and shall be interpreted by the parties and by any arbitrator, to provide identical rights and obligations as provided in federal and state law.

ARTICLE 25 - SPECIAL LEAVE

An employee's Department Head may, in his or her discretion, grant an employee special leave without pay. If the leave is to involve full or partial pay, final approval rests with the General Manager.

ARTICLE 26 - GROUP HEALTH INSURANCE

A. The District shall pay 100% of the full premium cost for employee coverage for each full-time, regular employee and 50% of the premium cost for each permanent, part-time employee who works at least 20 hours per week subject to eligibility under the group insurance plan.

B. For the duration of this Agreement, the District will contribute towards the payment of the employee's dependent coverage premium cost under the group insurance plan as follows:

1. For permanent, full-time employees, the District shall contribute 85% of the dependent coverage premium.

2. For permanent, part-time employees, the District shall contribute 42.5% of the dependent coverage premium.

C. Employees retiring or going into unpaid leave status may continue coverage beyond the end of the month by arranging for personal payment of the full premiums, subject to the limitations of the group insurance plan. Employees who quit or are terminated, shall be covered by applicable federal and/or state law, i.e. COBRA.

D. The District will pay 100% of the full premium cost for employee/retiree only coverage and contribute 85% toward the premium cost of dependent coverage for group health insurance for employees who retire during the term of this Agreement with an unreduced early retirement benefit as defined in the Las Vegas Valley Water District Retirement Plan (e.g., 30 years of service at any age or having attained age 60 with at least ten (10) years of service) until the employee first becomes eligible for Medicare, at which time the District contribution shall cease and the retiree will become responsible for 100% of the premium cost.

It is fully understood that both the premium rates and the benefit levels are subject to change from time to time. There are no guarantees, stated nor implied, as to either the levels of coverage or the premium rates. The separate vision coverage that is provided to participants in the Clark County Self-Funded Plan is not included. Retirees wishing to continue the vision plan may do so but will be responsible for 100% of the premium.

E. It is acknowledged by both the District and the Association that District participation in the County and Local Affiliates Self-Funded Group Plan and the advantage of larger group negotiation with the current Health Maintenance Organization (HPN), has the prospect of being mutually beneficial to the employees and the District. It is also acknowledged by the parties that benefit changes are beyond the District's sole control and subject to the majority decision of the group participants. However, when changes to benefits, premium costs or insurance carriers occur during the term of this Agreement, the District shall provide adequate notification to the Association prior to the implementation of any change and the parties shall meet promptly to discuss such changes. Unless there is negotiation between the District and the Association, no changes shall be made by the District to the employer/employee percentage contributions outlined in (A) and (B) above.

For reason of participation in Benefit Structure Review, the District agrees to release with pay, one (1) Employee Representative, designated by the Association, to attend scheduled meetings of the joint committee formed for such purpose.

In the unlikely event that the District ceases to participate in the Self-Funded Group Plan, the parties will immediately meet to negotiate any changes or adjustments necessary to continue health insurance coverage and protection, consistent with the provisions of N.R.S. 288.150.

ARTICLE 27 - SERVICE RECOGNITION

A. The following service recognition benefit is applicable for all employees hired prior to January 1, 2011:

1. All regular, full-time employees shall receive service recognition in the amount of $200.00 per full year of service after seven (7) continuous years of service. For example, an employee would receive $1,400.00 after his/her seventh (7TH) year of continuous service, $1,600.00 after his/her eighth (8TH), $1,800.00 after his/her ninth (9TH) and so on. Service recognition shall

be paid in annual disbursements on each employee's anniversary date each year.

2. Employees who regain service credits pursuant to Article 11 (Seniority), shall also be eligible for service recognition based on the "bridged", or reconstructed, length of service.

B. Employees hired on or after January 1, 2011, are not eligible for service recognition.

ARTICLE 28 - PENSION-RETIREMENT

All employees covered by this Agreement shall, for the term of this Agreement, be entitled to participate in the District's Pension-Retirement Plan, as governed by the terms of the Pension Plan Trust Agreement and applicable state and federal laws. The District agrees to furnish each employee a yearly statement indicating the contributions to the pension fund made by the District in his/her behalf.

The Supervisory Bargaining Unit is entitled to one representative, either an employee from within this unit or a retained non-employee appointed by the Association, on any standing or special committee or task force, when such committee or task force is to include representatives from various identified interest groups, established for the purpose of discussing changes to and/or information regarding the District's Pension Plan.

Committee or task force meetings will be held when necessary within the 30 day period prior to Pension Subcommittee meetings for the purpose of discussing proposed changes to the District's Pension Plan. Other meetings will be convened as needed to disseminate information and discuss any problems or proposed changes to the District's Pension Plan.

Presently, the District pays 100% of the contributions to the District's Pension Plan. There will be no changes in the source of such contributions without prior negotiations with the Association.

ARTICLE 29 - PHYSICAL EXAMINATIONS

A. The District may have any employee or applicant undergo physical or psychological examinations for any reasonable purpose by a licensed physician of the District's choice. The cost for such physical examination shall be borne by the District. An employee who

has been required by the District to undergo such a physical examination shall be paid for such time spent.

B. The District may demote, transfer, reassign or layoff any employee when it is determined the employee does not meet the physical requirements of the job.

The District shall notify the Association, in writing, of any personnel actions under this provision.

ARTICLE 30 - PART-TIME AND TEMPORARY EMPLOYEES

The District retains the right to hire part-time and temporary employees. Part-time employees are those whose regular work schedule involves less than 40 hours per week. A temporary employee is one hired to fill a position of six (6) months or less which may or may not fit within the regular classification system.

Temporary employees shall not be hired in a classification in which there is a regular employee on layoff with recall rights or where a regular employee is capable of performing the duties of the classification by working out of range for training purposes; or where a regular employee is available for light duty work. Service rendered in temporary status shall not count for purposes of seniority unless the employee is placed into a full-time position with no break in continuous service.

Part-time employees shall receive one-half of the regular holiday and vacation benefits. Part-time employees shall not be entitled to seniority rating, but upon becoming full-time shall receive seniority credit for their part-time service converted to full-time equivalent (e.g., half-time for one year equals one-half year of seniority).

ARTICLE 31 - SAFETY

A. The District shall remain in compliance with state and federal law with respect to the health and safety of the employees during their employment. The District shall furnish, at its expense, any required standard personal safety and protective devices by employees.

B. Employees in jobs that require safety glasses shall be eligible for an $80 allowance per year for prescription safety glasses. This allowance will be provided through a vendor selected by the District. It is mutually agreed that all frames must be ANSI (American National Standards Institute) certified and have side shields for employee protection.

C. The District-Association Safety Committee, comprised of both District and Association appointees, shall meet as needed to review and discuss safety conditions, reports of unsafe practices and employee complaints or suggestions regarding safety.

ARTICLE 32 - MANAGEMENT COMMITTEE

A. A Committee of the District and the Association shall meet every other month. The meetings will be held at mutually agreed times and places and shall be for the purposes of:

1. Discussing the administration of this Agreement;

2. Exchanging general information of interest to the parties; and

3. Giving the Association the opportunity to share the views of its members and/or make suggestions on subjects of interest to their members.

B. The District will request a Management Committee meeting to discuss any organizational changes; i.e., department reorganizations, contracting with private interests and/or process improvements that will impact Unit employees. Such discussions will take place prior to any plan becoming finalized or implemented so a thorough discovery and disclosure of potential negative impacts as perceived by the Association can be undertaken and such concerns will be discussed and considered.

C. Any issues to be discussed shall be advanced by the requesting party to the other at least 72 hours prior to the scheduled meeting time unless the issue is a matter of urgent nature.

D. Any conclusions or mutual recommendations of this Committee shall be reduced to writing. It is understood that this Agreement cannot be amended except by decision of the District's Board of Directors following mutual agreement between the parties hereto. However, matters of interpretation and clarification can be resolved by written agreement between designated representatives of the District and the Association.

E. Any dispute arising through an allegation by the District that the Association is violating a provision of this Agreement will be handled in the following manner:

1. A written statement setting forth the facts or circumstances surrounding the allegation shall be submitted by the General Manager to the President of the Association within ten (10) working days of the occurrence or when the District reasonably should have had knowledge of the occurrence which is the basis of the allegation.

2. Within five (5) working days of receipt of this written statement, the President of the Association, or designee, will contact the Director of Human Resources to schedule a meeting exclusively for discussion of this allegation. This meeting shall be held within ten (10) working days of receipt of the written statement.

3. A reasonable number of bargaining unit and District representatives may attend this meeting. The meeting will be scheduled at such a time and place to permit such representatives to be present.

4. If the dispute is not resolved at this meeting, the parties shall participate in a mediation conference with a Mediator from the Federal Mediation and Conciliation Service to attempt to resolve the dispute.

5. Any resolution of the dispute shall be reduced to writing and signed by both parties.

6. Any time limit of this provision may be extended by mutual consent.

ARTICLE 33 - EDUCATION ASSISTANCE

Education Assistance is available to employees who enroll in approved classes (including workshops, seminars, or training sessions for which continuing education units (CEU's) are awarded) offered by accredited institutions of higher learning or offered through recognized industry professional organizations for the purpose of either acquiring or maintaining professional certifications and which meet the criteria as established in this article.

A. **CRITERIA FOR REIMBURSEMENT**:

This program is not intended to finance degree programs or enhance an employee's personal growth and development other than as related to an employee's competencies and/or preparation for promotional opportunities within the District. Therefore, the definitions of "job-related" and "non-job-related" are relative to the opportunities and technology existing, or anticipated to exist, within the District.

1. "Job-related" is defined as increasing an employee's abilities, knowledge, and skills to directly improve performance in the present job or to enhance one's opportunity for jobs in their immediate line of progression.

2. Employees receiving a grade of C or better or, in those instances where grades are not given, the accompanying certification or certificate of successful completion will be reimbursed for 100% of the cost for an approved "job-related" class subject to the maximum allowable.

3. "Non-job-related" is defined as water-industry-related or related to a profession or career field existing at the District.

4. Employees receiving a grade of C or better, or in those instances where grades are not given, the accompanying certification or certificate of successful completion, will be reimbursed for 75% of the cost for an approved "non-job-related" class subject to the maximum allowable.

5. The maximum allowable reimbursement for tuition, class fees and lab fees is 12 semester hours, or the equivalent thereof, per calendar year.

    a. Classes taken through institutions of higher learning (whether on-line or on-site) for which credit or semester hours are earned will be reimbursed at a rate not to exceed the resident undergraduate or graduate rate in effect at UNLV for the semester when first enrolled.

    b. Education or training for which continuing education units (CEU's) or certificates are awarded will be reimbursed at the rate paid up to a maximum equivalent to the dollar amount established through the undergraduate rate in paragraph (a) above.

6. Only tuition, class fees and lab fee, tech fees will be reimbursed. Books, late registration fees, or any other costs associated with the course are the responsibility of the employee.

B. **PROCESS FOR SEEKING REIMBURSEMENT**:

1. Prior to taking a class, the employee must complete the “Application for Education Assistance” and receive the identified approvals. Reimbursement may be approved when applications are submitted after enrollment, but the employee is "at risk" as to meeting established criteria and receiving approval.

2. The employee shall submit the application to the department head. The department head will then forward the application to Human Resources with his/her recommendation for final approval. Human Resources will notify the employee as to whether the application has been approved/denied. Denial of approval is not grievable under the grievance resolution procedures of Articles 5 and 6 of this Agreement. However, the employee may appeal the decision to the Director of Human Resources. The decision of the Director of Human Resources will be made after discussions with all parties to the previous decision. If the decision to deny is upheld, it shall be stated in writing to the employee; if approved, the application will be processed without further delay.

3. Upon completion of the class, the employee must present a grade transcript or certificate of successful completion and a receipt for reimbursable costs to Human Resources in order to be reimbursed for each approved class.

C. **GENERAL PROVISIONS**:

1. If the employee voluntarily separates employment for any reason within 12 months of receiving reimbursement, the amount shall be deducted from the final paycheck.

2. If an employee receives Veteran's Administration benefits applied to the cost of the approved class; the District shall not reimburse the employee for the amount paid by the Veteran's Administration. An employee who receives Veteran's Administration benefits applied to the cost of an approved class must notify their department head prior to submitting the grade transcript and receipt.

3. The employee must arrange to attend the class outside of their work hours or receive approval to use annual leave.

ARTICLE 34 - ASSOCIATION DUES DEDUCTIONS

A. During the term of this Agreement, the District shall deduct monthly Association dues from the available wages of those employees who have individually and voluntarily authorized such deductions to be made. The form of authorization shall be approved by the District and the Association. Said deduction, which is revocable at will, is limited in amount to monthly dues, and will not cover back dues, special assessments, initiation fees or other charges. The District shall, each month, furnish to the Association a list of employees for whom the deduction was made, together with a check for the total amount of deductions.

B. The District agrees not to honor any dues deduction authorizations executed by any employee in the bargaining unit in favor of any other labor organization, unless otherwise authorized by the Employee-Management Relations Board.

C. The Association agrees to indemnify, defend and hold the District harmless against any and all claims or suits that may arise out of, or by reason of, action taken by the District in reliance upon any authorization cards submitted by the Association or an employee to the District. The Association agrees to refund to the District any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence of error or mistake.

D. The Association will certify, to the appropriate District department as determined by the District, in writing, annually, the current rate of membership dues. The District will be notified of any change in the rate of membership dues 30 days prior to the effective date of such change.

E. Said dues deduction will be withheld from the second pay period of each month. The District will not be required to honor for that month's deduction any authorizations or revocations that are delivered to it later than ten (10) days prior to the second day of the month.

ARTICLE 35 - MISCELLANEOUS

A. **Mileage** - The District shall reimburse employees at the maximum rate allowed as non-taxable under the IRS regulations for the required use of personal vehicles for District business.

B. **Copy of Contract** - The District will promptly make a copy of the contract available on the Hydroweb for employees newly hired and/or promoted into the bargaining unit to print at their convenience.

C. **Protection from the Elements** - The District shall continue its current practices with respect to the furnishing of protection from the elements.

The District will provide District insignia jackets for those employees whose regular duties require working outside. Proper care and laundry of these jackets shall be the responsibility of the employee. Replacement jackets will be issued based on manager approval, but not more frequently than every three (3) years, except when the need is due to unusual circumstances.

D. **Coffee and Other Hot Beverages** - The District shall continue its current practices with respect to furnishing coffee and other hot beverages.

E. **Blood Drive** - The District shall make a reasonable effort to cooperate with the needs of employees in connection with their donations of blood during District-sponsored or authorized blood drives, including the provision of a reasonable rest/recovery period, if needed.

ARTICLE 36 - SAVINGS CLAUSE

It is understood and agreed that this Agreement is subject to all current and future applicable Federal and State laws and regulations. Should any valid federal or state law or final determination of any administrative agency or court of competent jurisdiction affect any provision of this Agreement, the provision or provisions so affected shall be made to conform to the law or determination, and otherwise this Agreement shall continue in full force and effect. It is agreed that in the event a provision of this Agreement is so judged to be invalid or unlawful, the District and the Association shall meet immediately and commence negotiations to modify and bring the invalidated provision into compliance. The parties hereto agree to refrain from initiating any legal action or taking individual or collective action that would invalidate Articles of this Agreement, without first participating in good faith negotiations regarding the invalidated provision.

ARTICLE 37 - EFFECT OF AGREEMENT

A. The Association and the District agree that this Agreement is intended to cover all matters affecting wages, hours, and other terms and all conditions of employment and similar or related subjects, and that during the term of this Agreement neither the District nor the Association will be required to negotiate on any further matters affecting these, except as specifically provided herein.

B. Certain managerial decisions may legally require the District to bargain with the Association over the effects of such decisions, and the Association does not waive its right to such "effects bargaining."

ARTICLE 38 - COST-OF-LIVING WAGE ADJUSTMENT

A. Effective with the first full pay period in July 2021, or the first pay period following Board approval of this Agreement, whichever is later. Effective the first full pay period in July 2022, 2023, 2024 and 2025, WSAN employees shall receive a cost-of-living wage adjustment equal to the annual increase as of March, per the Consumer Price Index, All items, All Urban Consumers, Pacific Cities, West-A.

B. The Front-Line pay plan will be adjusted by the same percentage defined above at the same time employees receive their cost-of-living wage adjustment.

C. This article shall be automatically reopened if the Consumer Price Index, All Items, All Urban Consumers, Pacific Cities, West-A**,** as above in A, is above three percent (3%) or falls below one-and-one-half (1.5%). Additionally, should a Consumer Price Index be developed for the Las Vegas Metropolitan area, the parties may discuss its applicability.

ARTICLE 39 - LONG-TERM DISABILITY INSURANCE

The District shall provide long-term disability insurance to all regular full-time employees covered by this Agreement. The District shall pay 100% of the cost for the Long-Term Disability Plan.

This Plan will include a pre-existing condition limitation; an income benefit of not less than 60% (subject to offset from SSA, Workers' Compensation, retirement, and other such incomes); a

standard qualification (elimination) period of not more than 180 days; and benefits payable at least to age 65 with certain usual exceptions (such as mental/nervous disorders).

Employees hired after the effective date of this Agreement will be eligible for coverage the first of the month coinciding with or next following 60 days of employment.

Current Benefit Level: The District has benefit level of 66.67% with an elimination/qualification period of 120 days. Should the arrangement with the County change and lessen the benefit level, coverage may revert to the previously described level.

ARTICLE 40 - EMPLOYEE ASSISTANCE PLAN

The District shall provide an Employee Assistance Program (EAP) for all regular full-time and part-time employees covered by this Agreement who work at least 20 hours per week. Newly hired employees will be eligible for coverage the first of the month following employment. This program will be available to all household and dependent family members of the employee currently covered for up to five sessions per incident. The District shall pay 100% of the cost for the program.

This program will:

1. provide confidential consultation, assessment, referral, and follow-up services, including a limited amount of counseling without charge to assist the employee and his/her family; and

2. provide assistance, either through the program itself or in conjunction with other benefit programs, to employees in seeking assistance beyond that provided through the Employee Assistance Program; and

3. include procedures for self and supervisory referrals.

This program provides assistance to help the employee, their dependents, and other household members resolve personal problems that may be interfering with the employee's work and home life. Services provided include: emotional distress, co-worker conflict, divorce or separation,

custody issues, grief and loss, marital issues, relationships, alcohol and substance abuse, child and adolescent issues, aging family members, crisis situations, domestic violence, drug dependency, gambling, depression, retirement, anger, and stress.

All information developed under the program about employees, their dependents, and other members of their household shall be considered strictly confidential and shall be treated as such as the goal of the program is to help and provide guidance to any employee seeking professional and CONFIDENTIAL help to solve their problems.

Both the Association and the District recognize that family and personal problems may affect employees' attendance and/or job performance to the point that disciplinary action, up to and including discharge may result. However, the District recognizes the benefits of the EAP or similar programs and will be reasonably accommodating and understanding of the time needed for employees to participate in such programs.

When an employee refuses to seek assistance and/or resolution of his/her problems by actively participating in any program and attendance and/or job performance continues to be adversely affected, the District may administer discipline as is appropriate. However, both parties agree that this is not to be interpreted as impacting any of the rights and protections contained in the provisions of the current Collective Bargaining Agreement.

ARTICLE 41 - FAMILY CARE PROGRAM

The District currently provides a voluntary on-site day care program at the Valley View campus. Any decisions regarding elimination of the on-site daycare center will be communicated to the employees a minimum of 60 days in advance. At all times the District makes available a family care program to any of its employees, it shall also make such program available to WSAN unit members on similar terms.

ARTICLE 42 - FLEXIBLE BENEFITS PROGRAM

The District will continue providing a Flexible Benefits Program. Current core benefits (health insurance, long-term disability, life insurance, accidental death and dismemberment, and Employee Assistance Program), will not be affected by this program during the term of this Agreement.

Since the major purpose for a flexible benefits program is to provide more equality in benefit coverage and to be more responsive to the needs of a diverse workforce, the amount of the District's monthly contribution on behalf of each employee will be determined by the employee's enrollment status in the Group Health Insurance Plan: Employee Only = $200; Employee and Spouse = $60; Employee and Child(ren) = $30; and Family = $20.

The providers and specific product list may vary from year to year but will be designed, to the extent possible, to respond to employee needs and maintain a balance of service and value.

ARTICLE 43 - DURATION

A. Except as provided in Section (D) below, this Agreement shall remain in full force and effect until June 30, 2026, unless extended by mutual written agreement.

B. It is agreed that each party may select up to three (3) non-economic issues to reopen each year.

C. On or before February 1 of each year, either party may give notice of its desire to negotiate under the provision in Section (B) above. Items re-opened under this provision or Section (D) below to become effective upon agreement, but not earlier than July 1 of the year during which the notice is given, and to remain effective until the end of the Agreement.

D. It is agreed that for the second year of this Agreement (2023), either party may select one (1) economic issue to reopen, two (2) for the third year (2024) and three (3) for the fourth year (2025). Notice of the desire to negotiate under this provision shall be given prior to February 1st of the applicable year. The opportunities provided for by this paragraph are in addition to the Wage Adjustment re-opener, included in Article 38, Paragraph (C), herein.

E. It is agreed that any re-opener negotiations and any statutory impasse procedures will be limited solely to the items reopened for negotiation, and that all other terms and conditions of this Agreement shall remain in full force and effect for the entire duration hereof as provided in Section (A).

APPENDIX A

CLASSIFICATION	RANGE
Backflow Supervisor	6
Customer Service Supervisor	6
Distribution System Supervisor	7
Electrical Supervisor	7
Electronics Supervisor	7
Engineering Services Supervisor	7
Facilities Maintenance Supervisor	6
Facilities Services Supervisor	4
Fleet Maintenance Supervisor	5
Grounds Maintenance Supervisor	4
Inspection Supervisor	7
Mail Services Supervisor	2
Material Services Supervisor	5
Mechanical Supervisor	7
Meter Maintenance & Operations Supervisor	6
Meter Services Office Supervisor	3
Production Supervisor	7
Work Order Management Supervisor	7

APPENDIX B - MERIT INCREASE MATRIX

POSITION IN RANGE								
PERFORMANCE RATING	**LOWER ZONE** ENTRY TO 90% OF CONTROL POINT Overall Rating	% Increase	**MIDDLE ZONE** 90 TO 100% OF CONTROL POINT Overall Rating	% Increase	**AT OR ABOVE CONTROL POINT**	**UPPER ZONE** ABOVE CONTROL POINT TO MERIT MAXIMUM Overall Rating	% Increase
	BASE RATE		BASE RATE		LUMP SUM	BASE RATE	
DISTINGUISHED PERFORMANCE (3.51 – 4.0)	3.91 – 4.00	8.00	3.91 – 4.00	6.00	Up to 4%	3.51 – 4.0	4.00
	3.81 – 3.90	7.75	3.81 – 3.90	5.75			
	3.71 – 3.80	7.50	3.71 – 3.80	5.50			
	3.61 – 3.70	7.25	3.61 – 3.70	5.25			
	3.51 – 3.60	7.00	3.51 – 3.60	5.00			
	7 – 8%		5 – 6%			4%	
EXCEEDS FULL PERFORMANCE (2.76 – 3.5)	3.41 – 3.50	6.50	3.36 – 3.50	4.50	Up to 3%	3.36 – 3.50	3.00
	3.30 – 3.40	6.25	3.21 – 3.35	4.25		3.21 – 3.35	2.75
	3.20 – 3.29	6.00	3.06 – 3.20	4.00		3.06 – 3.20	2.50
	3.09 – 3.19	5.75	2.91 – 3.05	3.75		2.91 – 3.05	2.25
	2.98 – 3.08	5.50	2.76 – 2.90	3.50		2.76 – 2.90	2.00
	2.87 – 2.97	5.25					
	2.76 – 2.86	5.00					
	5 – 6.5%		3.5 – 4.5%			2 – 3%	
FULL PERFORMANCE (2.0 – 2.75)	2.66 – 2.75	4.50	2.68 – 2.75	3.00	Up to 2%		
	2.55 – 2.65	4.25	2.59 – 2.67	2.75			
	2.44 – 2.54	4.00	2.51 – 2.58	2.50			
	2.33 – 2.43	3.75	2.42 – 2.50	2.25		0	
	2.22 – 2.32	3.50	2.34 – 2.41	2.00			
	2.11 – 2.21	3.25	2.25 – 2.33	1.75			
	2.00 – 2.10	3.00	2.17 - 2.24	1.50			
			2.08 – 2.16	1.25			
	3 – 4.5%		2.00 – 2.07	1.00			
			1 – 3%				
NEEDS TO IMPROVE PERFORMANCE	0		0		0	0	

ATTACHMENT III
WATER SUPERVISORS ASSOCIATION OF NEVADA
FISCAL IMPACT ASSESSMENT SUMMARY

Article Number	Article Title	No Change Item	Language Change Only	Cost/(Savings) Item
Preamble			X	
Article 1	Recognition		X	
Article 2	Non-Discrimination	X		
Article 3	Retained Rights	X		
Article 4	Work Stoppage	X		
Article 5	Grievance Procedure	X		
Article 6	Arbitration	X		
Article 7	Discharge, Discipline, & Personnel Files	X		
Article 8	Recruitment, Selection, Placement, Promotions and Transfers		X	
Article 9	Association Represenation	X		
Article 10	Bargaining Unit Work	X		
Article 11	Seniority		X	
Article 12	Layoff and Recall Procedure	X		
Article 13	Hours and Premium Pay		X	
Article 14	Meal Periods	X		
Article 15	Classifications and Rates of Pay	X		
Article 16	Holidays	X		
Article 17	Annual Paid Leave (Vacation)		X	
Article 18	Disability Leave		X*	
Article 19	Industrial Injury	X		
Article 20	Child Care	X		
Article 21	Bereavement Leave	X		
Article 22	Personal Leave	X		
Article 23	Court Leave	X		
Article 24	Military Leave	X		
Article 25	Special Leave	X		
Article 26	Group Health Insurance	X		
Article 27	Service Recognition	X		
Article 28	Pension- Retirement		X	
Article 29	Physical Examinations	X		
Article 30	Part-Time and Temporary Employees	X		
Article 31	Safety	X		
Article 32	Management Committee	X		
Article 33	Education Assistance	X		
Article 34	Association Dues Deductions	X		
Article 35	Miscellaneous		X	
Article 36	Savings Clause		X	
Article 37	Effect of Agreement	X		
Article 38	Cost-of-Living Wage Adjustment			X
Article 39	Long-Term Disability Insurance	X	X	
Article 40	Employee Assistance Plan			
Article 41	Family Care Program		X	
Article 42	Flexible Benefits Program	X		
Article 43	Duration		X	
Appendix A	(Classification Listing)			
Appendix B	Merit Increase Matrix	X		
*	Universal change throughout the contract			

ATTACHMENT IV
WATER EMPLOYEE SUPERVISORS OF NEVADA
FISCAL IMPACT SUMMARY

Article #	Article Description	New Benefit or Change in Benefit	Summary of New Benefit or Change in Benefit	Current Contract Cost	Year 1 Contract Cost/(Savings)	Percentage Increase/(Decrease)
38	COLA	Change	All employees will receive a 2.3% wage increase effective the first full pay period in July.	$4,216,275	$96,974	2.3%

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM

June 1, 2021

Subject: Collective Bargaining Agreement with Teamsters Local Union No. 14
Petitioner: John J. Entsminger, General Manager
Recommendations: That the Board of Directors conduct a public hearing and approve the Collective Bargaining Agreement for employees represented by the Teamsters Local Union No. 14, effective July 1, 2021, through June 30, 2026.

Fiscal Impact:
If approved, payroll cost is estimated to increase by approximately $275,938 for Fiscal Year 2021/22, which is available in the District's Operating Budget.

Background:
The Teamsters Local Union No. 14 (Teamsters) has represented District employees under collective bargaining agreements since 1994. The attached Collective Bargaining Agreement (Agreement) is for a five-year term.

This Agreement contains two items with financial impact. The first financial impact is a cost-of-living adjustment. Annual cost-of-living adjustments will be calculated based on increases to the Consumer Price Index (CPI) for Pacific Cities, West A of March of the same year. The second item is a 1 percent increase in shift differential for employees who work the graveyard shift.

The remaining changes modify language in the Agreement, including replacing "disability leave" with "sick leave" where appropriate. None of these language changes increase or decrease the pay for employees represented under this Agreement.

Attachment I summarizes the differences between the proposed Agreement and existing Teamsters agreements.

Attachment II contains the entire proposed Agreement with the new language underlined and deleted language denoted by strikethrough.

Attachment III is the Teamsters 2021-2022 Fiscal Impact Assessment Summary, which outlines by article elements unchanged from the existing Teamsters agreement; elements changed from the prior Agreement with no fiscal impact; and elements changed resulting in a fiscal impact.

Attachment IV is the Teamsters 2021-2022 Fiscal Impact Summary, which outlines the total cost of the proposed changes in year one of the Agreement for the 133 employees currently covered by this agreement. Costs of remaining Agreement years depend on future data and cannot currently be calculated.

This action is authorized pursuant to NRS Chapter 288 and Sections 1(13) and 9(1) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved this item.

Respectfully submitted:

John J. Entsminger, General Manager
JJE:DLJ:MEM:sm
Attachments

AGENDA ITEM # **7**

Article I
2021 Teamsters Local Union No. 14 Agreement
Summary of Article Changes

Preamble
Update the effective date of the agreement.

Article 6 – Labor Management/Committee
Remove verbiage regarding minutes.

Article 7 – Safety
Increase allowance for safety glasses and incorporate current practice of providing an allowance for safety boots.

Article 11 – Classifications and Rates of Pay
Revise verbiage regarding the 'Merit Increase Dispute Resolution Process.'

Article 12 – Recruitment, Selection, Placement, Promotions and Transfers
Update language to reflect current process for job postings and recruitment.

Article 13 – Hours, Overtime, and Premium Pay
Add verbiage of advanced notification for changes made to overtime distribution; clarified requirement for cash out requests to align with payroll schedule; revise verbiage for shift differential pay for swing shift and increase shift differential for graveyard shift; clarified recuperation period language and provided example of how time should be paid; update standby status section to allow requests to transfer standby assignments.

Article 17 – Cost-of-Living Wage Adjustment
Update effective dates of the cost-of-living wage adjustment.

Article 19 – Annual Paid Leave (Vacation)
Clarified requirement for cash out requests to align with payroll schedule.

Article 22 – Disability
Replace the term "disability leave" with "sick leave," including title.*

Article 30 – Family Care Program
Removed outdated language to reflect current program offering.

Article 33 – Pension Retirement
Remove reference to life insurance.

Article 37 – Grievance Procedure
Update grievance procedure process. Add written notice requirement to request mediation prior to arbitration. Add language allowing electronic communication as a means of written communication.

Article 43 – Savings Clause
Add verbiage reflecting the agreement is subject to Federal and State laws and regulations.

Article 44 – Duration
Third year economic re-opener option revised to begin the second year.

* The term “disability leave” updated to “sick leave” throughout Agreement where appropriate.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TEAMSTERS LOCAL UNION NO. 14

AND

LAS VEGAS VALLEY WATER DISTRICT

JULY 1, 2021 – JUNE 30, 2026

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PREAMBLE

This Agreement is made and entered into this 1st day of July, 2021, by and between the LAS VEGAS VALLEY WATER DISTRICT, whose address is 1001 South Valley View Boulevard, Las Vegas, Nevada, hereinafter referred to as the "District," and the TEAMSTERS LOCAL UNION NO. 14, hereinafter after referred to as the "Union," as a product of the good faith bargaining efforts of both parties and for the purpose of promoting harmonious employer/employee relationships and the efficiency of the District operations.

ARTICLE 1 - RECOGNITION

A. The District recognizes the Union as the exclusive collective bargaining representative for all regular full-time and part-time employees in the classifications listed in Appendix A.

B. The parties have agreed that the above unit is the only appropriate unit, and that neither party shall seek a change to include or exclude an employee, position, or classification therein without mutual agreement, Employee-Management Relations Board decisions involving other employers and/or statutory revisions notwithstanding.

C. The District shall notify the Union, in writing, of its intent to establish any new position or classification, and its position on whether the new classification is a bargaining unit classification.

D. The Union shall notify the District within 14 calendar days of receipt of notification of any disagreement if the Union believes a classification belongs in the bargaining unit. The District and the Union shall meet and attempt to resolve the disagreement within seven (7) calendar days of the Union's notice to the District. If the parties are unable to agree at that meeting, or at subsequent mutually agreed-upon meetings, the District may post and fill the position, and the dispute shall be resolved by the Local Government Employee-Management Relations Board as provided under NRS 288.170.

E. If the new position is agreed to be, or determined by the Employee-Management Relations Board to be, a bargaining unit classification, the parties shall meet promptly pursuant to the provisions of Article 11 (Classifications and Rates of Pay).

ARTICLE 2 – EFFECT OF AGREEMENT

A. The Union and the District agree that this Agreement is intended to cover all matters affecting wages, hours, and other terms and all conditions of employment and similar or related subjects, and that during the term of this Agreement neither the

District nor the Union will be required to negotiate on any further matters affecting these, except as specifically provided herein.

B. Certain managerial decisions may legally require the District to bargain with the Union over the effects of such decisions, and the Union does not waive its right to such "effects bargaining."

ARTICLE 3 – UNION REPRESENTATION

A. The Union's Secretary-Treasurer and/or Business Agent and/or Shop Steward may enter the premises of the District during any shift to investigate working conditions of unit employees, to assist in the settlement of grievances arising under this Agreement, to post notices regarding Union activities and to ascertain that the Agreement is being adhered to provided they notify the District's designated representative of their presence.

B. Shop Stewards will also be permitted to use a reasonable amount of release time for the investigation of grievances. Release time will not be unreasonably withheld, but will be granted only upon advance approval by the supervisors involved and will be scheduled by them so as to minimize interruption of the District's business.

1. It is agreed that the Union Representative shall not interfere with the efficient operation of the District.

2. Release time for employee representatives will be requested pursuant to the established procedure.

C. The District shall provide exclusive bulletin board space to the Union in the designated break area. Any posted material will be signed by the Union's Secretary/Treasurer, Business Agent, officer, or board member.

D. The Union shall, upon written request, and subject to other scheduled events, be permitted reasonable use of meeting space at reasonable times and places. The Union shall be subject to reasonable charge for any clean-up or other extra services provided by the District.

E. The District agrees to allow two (2) employee representatives to sit at the bargaining table for the purpose of negotiations. Employee committee members shall not suffer loss of pay or deduction from leave time; however, no overtime will be paid for meetings outside of an employee's normal work hours.

If, for any reason, additional employees are needed for informational purposes, upon agreement by the District and the Union, said employee(s) will be called in the meeting without loss of pay or leave time.

On-duty employees shall return to their regular duty assignment immediately at the end of said meetings.

ARTICLE 4 – MANAGEMENT RIGHTS

A. **RETENTION OF MANAGERIAL PREROGATIVES** - Except as expressly modified or restricted by a specific provision of this Agreement, the management of the District and the direction of the work force, including but not limited to, the services performed; the location of the work force; the schedules and fair standards of employee performance; the schedules and hours of shifts; the methods, processes, and means of providing services; the processes, services, and materials to be purchased, contracted and subcontracted; the right to hire, promote, demote, and transfer employees, to establish reasonable rules of conduct, to discharge or discipline for cause, and maintain the efficiency of employees are the sole and exclusive rights and responsibilities of the District. The District's failure to exercise any right, prerogative or function hereby reserved to it, or the District's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the District's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

B. **NON-MANDATORY SUBJECTS OF BARGAINING** - The Union acknowledges that in respect to any non-mandatory subjects of bargaining, as defined in NRS 288.150, which are included in this Agreement, the District is not waiving, or in any way limiting its rights under NRS 288.150 to refuse to bargain over non-mandatory subjects during these or in future negotiations of this Agreement.

ARTICLE 5 – NON-DISCRIMINATION

A. There shall be no unlawful discrimination by the Union or the District of any kind against any employee on account of race, color, religion, sex, sexual orientation, sexual identity or expression, national origin, age, physical, visual or aural handicap, or Union membership or non-membership.

B. Any use of gender in this Agreement, including job classifications, shall be interpreted as referring to either male or female.

ARTICLE 6 – LABOR/MANAGEMENT COMMITTEE

A. A Committee of the District and the Union shall meet monthly. The meetings will be held at mutually agreed times and places and shall be for the purposes of:

1. Discussing the administration of this Agreement;

2. Exchanging general information of interest to the parties; and

3. Giving the Union the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members.

B. Any issues to be discussed shall be advanced by the requesting party to the other at least 72 hours prior to the scheduled meeting time.

C. Any conclusions or mutual recommendations of this Committee shall be reduced to writing. It is understood that this Agreement cannot be amended except by decision of the District's Board of Directors following mutual agreement between the parties hereto. However, matters of interpretation and clarification can be resolved by written agreement between designated representatives of the District and the Union.

ARTICLE 7 – SAFETY

A. The District shall remain in compliance with state and federal law with respect to the health and safety of the employees during their employment. The District shall furnish at its expense any required personal standard safety and protective devices (including safety shoes) for which the employees shall thereafter be responsible.

B. Employees shall comply with all safety policies, practices and rules established by the District from time-to-time, and shall cooperate with management in enforcing all safety measures.

C. Employees in jobs that require safety shoes shall be eligible for a $215 allowance for safety shoes. Employees will be able to purchase safety shoes from District vendors including Red Wing retail stores.

D. Employees in jobs that require safety glasses shall be eligible for a $150 allowance per year for prescription safety glasses. This allowance will be provided through a vendor selected by the District. It is mutually agreed that all frames must be ANSI (American National Standards Institute) certified and have side shields for employee protection.

E. The District shall furnish the employees with ice water and tablets for avoidance of dehydration.

F. The District shall continue its current practices with respect to furnishing protection from the elements.

G. No employee shall be required to work on any energized electrical potential unless qualified or without the assistance of a qualified person as defined by OSHA. To be a qualified person, you must understand the construction and operation of the equipment, system or process that you have been asked to work on or around as well as how to avoid the associated hazards. The District will provide necessary training to ensure that all personnel including non-electrical tradespersons are properly trained.

H. The Union will partner with management toward the continuing objective of providing a safe and healthy working environment for all employees and making all reasonable provisions for the safety and health of employees and the public through active participation in the Environmental Health and Safety Steering Committee.

The goals of this committee will include 1) promoting and communicating safety throughout the organization, 2) facilitating the communication of employee identified safety issues or concerns to the committee, 3) identifying and advising senior management on significant safety issues, 4) constantly seeking to improve safety practices, equipment and materials in use throughout the organization, and 5) assisting with accident/incident investigations and analysis as requested and recommending corrective actions. The Union will be entitled to representation on the Environmental Health and Safety Steering Committee equivalent in number to that afforded any other identified interest group.

ARTICLE 8 – BARGAINING UNIT WORK

Supervisors and other management shall not be permitted to perform duties normally assigned to the employees covered by this Agreement, except as follows:

1. Duties performed for limited instructional purposes;

2. Emergency situations (this is intended to cover situations when the bargaining unit personnel who would normally perform the work are not immediately available, and also situations involving unforeseen and unscheduled requirements);

3. When the performance of such duties is of a casual or incidental nature, or when the performance of such duties is a necessary coincident to the performance of supervisory duties; however, the performing of "incidental or casual" duties shall be restrained in nature and not deny a unit employee a realistic overtime or premium pay opportunity.

Subject to the conditions cited above, the intent of this article is to not displace bargaining unit personnel from overtime or other premium pay opportunities.

ARTICLE 9 – SENIORITY

SECTION 1- SENIORITY

A. "**District Seniority**" is defined as the length of an employee's continuous service with the District from the date of hire. An employee who has prior service and is rehired may regain prior seniority subject to the provisions of Section (2) of this article.

B. In calculating District seniority, for an employee in full-time status an accumulated year of seniority shall consist of a minimum of 1250 hours in paid status (or on leave of absence because of a work-related injury) during a 12-month period.

C. "**Classification Seniority**" is defined as the length of an employee's cumulative service with the District in appointment to a specific classification or in the event of a term change in class title to the duties of a current or its predecessor classification. "Classification Seniority" shall be used for selection of shift assignments (see Article 13, Section H). Classification Seniority does not include acting out of range or unsuccessful qualifying periods whether voluntary or involuntary.

D. All references to "seniority" in this Agreement refer to "District Seniority" as defined in (A) and (B) above, unless specifically identified otherwise.

E. All seniority rights accrued under this Agreement shall be terminated by:

1. Discharge;

2. Retirement;

3. Layoff without recall to work for a continuous period equal to one-half (1/2) of the seniority accumulated at the time of layoff, or one (1) year, whichever is shorter;

4. Failure to report for work from layoff within five (5) working days after being notified by telephone, in person, e-mail or certified letter to the employee's last address on record, unless a reason satisfactory to the District is given.

SECTION 2 - REGAINING PREVIOUS SERVICE CREDIT

A. Employees who have had prior service with the District and are rehired may regain previous seniority rights subject to the following conditions:

1. The employee was not separated for any of the reasons enumerated in Section (1), Paragraph (E) of this article;

2. The employee works in a permanent position for a period of time equal to the time of separation, or a minimum of six (6) months. (An employee who is separated for six (6) months or less must work a minimum of six (6) months due to the probationary period.)

B. "**Bridging of Service**" is defined as a recapture and reinstatement of credit for prior employment time. An employee who meets the conditions in this section, and is able to recapture the prior employment credit, shall have rights and benefits for all period(s) of permanent employment. The rights and benefits referred to in this provision include, but are not limited to, the following:

1. Layoff requirements;

2. Shift assignments;

3. Annual leave accrual;

4. Sick leave pay off;

5. Service recognition;

6. Regaining forfeited sick leave, with the following condition: An employee who has been paid for a portion of his/her sick leave accrual balance must repay to the District, the amount of the sick leave pay off in order to be credited for the entire sick leave accrual he/she had prior to separation. In other words, if an employee had 100 hours of sick leave accrual balance at the time of separation, and was paid for 50 of those sick leave hours at $5.00 per hour, that employee would have to repay the $250.00 (50 hours X $5 per hour) in order to regain the 100 hours of accrued sick leave he/she had at the time of separation.

   Repaying the amount of sick leave pay off shall be subject to the following time limits: If the period the employee wishes to bridge is less than two (2) years, the employee must repay the sick leave pay off within two (2) years from the date of rehire. If the employee is bridging two (2) years or more, then the employee must repay the sick leave pay off at the time he/she recaptures all other prior employment credits. The repayment must be made in one (1) lump sum.

   The forfeited sick leave will not be credited to the employee's account until payment has been made. An employee who did not receive pay for unused sick leave at separation shall regain the sick leave balance upon satisfying the conditions of Section (2), Paragraph (B) of this article.

ARTICLE 10 – PROBATIONARY AND QUALIFYING PERIOD

A. PROBATIONARY PERIOD

The probationary period for new or rehired employees shall be six months of continuous employment. Probationary employees may be discharged for any reason without recourse to the grievance and arbitration process contained in Article 37. Upon completion of the probationary period, the employees shall accrue seniority retroactively to the date of hire. No employee shall be required to serve a probationary period when recalled within one (1) year from their last day of work.

B. QUALIFYING PERIOD

The qualifying period for newly promoted employees shall be six (6) months. Employees who do not meet the requirements necessary for a satisfactory completion of the qualifying period shall have their employment maintained at the rate of pay earned immediately prior to the promotion. The District shall return the employee to the same classification held prior to the promotion when possible. If a vacancy in the same classification is not available, the District will place the employee in a position which he/she is qualified to perform. When a vacancy occurs in the classification the employee held immediately prior to the promotion, or a comparable classification becomes available, the employee must accept the

position. The actions resulting from a failure to successfully complete the qualifying period are not subject to the Grievance and Arbitration Procedure of Article 37.

A written evaluation shall be performed at the conclusion of the initial 30 days in the qualifying period.

C. Each employee, prior to removal from a position under the provisions of (A) or (B) above, must be properly counseled regarding performance.

D. The probationary period and the qualifying period may be extended up to an additional three (3) months upon mutual agreement of the Union and the District.

ARTICLE 11 – CLASSIFICATIONS AND RATES OF PAY

A. **GENERAL** - The rate ranges and job classifications for all employees covered by this Agreement for the term hereof shall be as set forth in Appendix A, attached hereto.

B. **DETERMINING CLASSIFICATIONS/RATES OF PAY** - Newly created job classifications in the bargaining unit and any changes to the job classifications as set forth in Appendix A are subject to discussion with the Union prior to implementation. The District shall notify the Union, in writing, of any proposed new or modified job classifications. The parties shall meet promptly, but no later than 14 working days following notification if the position is vacant, or thirty (30) days if it is not vacant, before any District action is taken.

The District shall have the exclusive right to determine the duties, responsibilities, qualifications and description of new or revised job classifications.

Wage rates for newly created job classifications and for changed classifications shall be comparable, based upon job duties and responsibilities, with the wage assignments contained in this Agreement. Disputes under this provision are subject to Grievance and Arbitration Procedure (Article 37).

C. **RECLASSIFICATION REQUESTS** - Employees may request a reclassification study if they reasonably believe their duties and/or responsibilities of their position have changed significantly. Such request shall be submitted in writing to the Human Resources Department.

If the request is deemed appropriate by the Human Resources Department, it shall conduct a job audit of the position and shall respond in writing as to its estimate of when the audit can be completed.

The employee and the Union shall be provided with a written decision upon the audit which shall include the reasons for the District's decision.

If a position is reclassified, the effective date of the reclassification is upon completion of discussion related to job duties, responsibilities and qualifications

and/or negotiation related to wage rates with the Union as required in Section (B) of this article.

D. **PAY ADMINISTRATION** - Except in circumstances specifically indicated otherwise in (1) through (5) below, no regular employee will be paid below the entry rate for a position nor shall any wage rate exceed the merit maximum for the position.

1. a. **Promotion** - Employees who are promoted to a new job classification in a higher salary range shall receive a promotional increase of five percent (5%) or to the entry level of the new range, whichever is greater. If the difference between the employee's rate of pay and the control point of the new range is not sufficient to permit a five percent (5%) increase, the employee will be paid at the control point of the new range.

   b. The Director of Human Resources may, with agreement of the Union, set the promotional increase above five percent (5%), not to exceed ten percent (10%), if such is warranted taking into consideration the length of time since the last merit increase and the rates of pay of employees in the same class and work group. Promotional increases above five percent (5%) as set forth herein are not subject to Grievance and Arbitration Procedure (Article 37) of this Agreement.

2. **Transfer** - When an employee transfers to a different position, whether the same or a different title/classification, but in the same salary range, the employee shall retain the same rate of pay.

3. **Reinstatement** - When an employee is reinstated to a position upon return from a layoff (recall) or an extended leave of absence, the salary rate shall be established as the same rate the employee was earning immediately prior to the layoff/leave of absence, subject to any economic adjustments. If the employee is reinstated to a position in a lower grade/range than previously held and the employee's previous rate exceeds the control point for the range, the employee will be paid the control point of the range.

4. **Demotion** - If an employee is demoted, whether voluntarily or involuntarily (including the avoidance of a layoff), the employee will maintain his/her current rate of pay prior to the demotion unless that rate exceeds the control point for the range, in which case he/she shall be paid the control point of the lower range.

   If an employee is returned, or demoted, to a former or comparable job classification after or during the qualifying period following a promotion, the employee shall be paid the rate of pay in effect immediately prior to the promotion, including any economic adjustments.

5. **Reclassification** - In the event that a position with an incumbent is reclassified to a different salary range, the following applies:

a. If the reclassification results in a higher salary range the incumbent is not given a salary adjustment at the time of the reclassification unless the employee's salary is lower than the new entry level for the position, in which case the employee's salary is adjusted to the entry level.

b. If the reclassification results in a lower salary range and the employee's salary is higher than the merit maximum of the new range, the employee's salary will remain at the current level until exceeded by the merit maximum.

c. In either of the above instances, the employee's previously established merit review cycle remains unchanged.

6. **Special Equity Adjustments** - In some instances salary inequities occur between incumbents in the same job classification in a work unit or department. This generally results from either hiring a new employee from outside the District at a rate appropriate for exceptional qualifications but above that of equally qualified incumbents or hiring a new employee at entry level whose performance demonstrates knowledge and skills consistent with long-term employees much higher in the range. When such an inequity exists that cannot be resolved through near-term merit increases consistent with District policy, a special equity adjustment may be appropriate. Pay differences (perceived inequities) that have been caused by performance differences (merit increases) or employee-choice lump sum increases will not be a basis for consideration under this provision.

   Requests for an equity review may be initiated by either the employee or by department management. The review and authorization of any special adjustment must be approved by the Directors of SNWS and Human Resources. Employees who have requested and been denied an equity adjustment will be given a written response with the rationale for the denial. The determination as to whether a special equity adjustment will be made and if so, the amount is left solely to the District and is not subject to the Grievance and Arbitration Procedure (Article 37) of this Agreement.

E. **TEMPORARY ASSIGNMENTS** - When an employee is assigned for a full day, to a higher classification in a higher wage range, the following will apply:

1. If the employee's rate of pay is less than the entry of the higher classification, the employee will be paid at the entry rate.

2. If the assignment is less than two (2) consecutive workweeks, and the employee's regular rate of pay exceeds the entry level of the higher classification, there will be no pay adjustment.

3. If the assignment is for two (2) consecutive workweeks or longer, a five percent (5%) increment will be added to the employee's regular rate of pay beginning with the first day of the assignment. If the assignment is to a

supervisory/managerial classification, the increment will be ten percent (10%) beginning with the first day.

4. The District cannot require an employee to work an assignment without their consent.

Pay increments are for assignments consistent with minimum performance requirements and are paid as follows:

1. Should an employee work overtime during the assigned period for which an increment is applicable, such overtime shall be paid at the temporary assignment rate only if the work being performed is applicable to the higher classification. Previously scheduled appointments or emergencies requiring leave of less than three (3) hours' duration will not cause the loss of the "full day" status.

2. If a holiday falls during the assignment, and the increment is applicable to the assignment, the employee will receive holiday pay at the higher rate if the employee works in the higher classification both the last working day before and the first working day after the holiday, or the employee is on standby (as defined in Article 13, Section (M) for the temporary assignment on the holiday.

3. When an assignment is made, the supervisor will confirm such an assignment to the employee in writing "for the record." In no event will the District reschedule employees under this provision solely to avoid the payment of the premium provided herein.

F. 1. **MERIT INCREASES** - District employees are eligible for within range merit reviews at the completion of one (1) year of employment following the date of hire or promotion, and annually thereafter. Merit increases are based on performance reviews, the purpose of which is to establish goals to improve job performance both through maximizing job strengths and identifying needed improvements, and District pay policy.

The following general guidelines will be followed for consistent administration of the merit review/increase program:

a. Base rate increases, when applicable, will be administered consistent with the merit increase matrix.

b. Lump sum merit awards, when applicable, will be administered within the following guidelines:

Performance Rating	Percentage of Annual Salary
Distinguished Performance Expectations	Up to 4%
Exceeds Most Expectations	Up to 3%

Meets Expectations	Up to 2%

c. Employees with an Exceeds or Far Exceeds rating will be eligible for base rate increases up to the Merit Maximum. Employees with a Meets rating will be eligible for base rate increases only up to the Control Point. Employees whose rate of pay is in the upper zone are eligible for lump sum increases if their performance rating is "Meets Expectations" and their performance merits such (significant performance improvement, excellent work on special projects, taking on additional duties, consistent contribution toward achieving work unit goals, etc.)

d. If an employee is in the middle zone, close to the Control Point, and receives a Meets Expectations rating, he/she can be awarded a combination of base rate and lump sum increase; i.e., taken to the Control Point with the remainder of the awarded increase percentage in a lump sum.

e. If an employee is in the upper zone and close to the Merit Maximum, he/she can receive a combination of base rate and lump sum increase that does not exceed the Merit Maximum and does not exceed a total of three percent (3%) (exceeds) or four percent (4%) (Far Exceeds) depending on performance. (Employees in upper zone with Meets rating are not eligible for base rate increases.)

f. For employees in the middle or upper zone, a lump sum increase can be awarded in lieu of a base rate increase at the employee's request.

The determination as to whether a merit increase will be granted and, if so, the amount of the increase, as long as this is consistent with the criteria outlined above, is left solely to the District and is not subject to the Grievance and Arbitration Procedure (Article 37) of this Agreement. However, the employee may request the decision be reviewed by the next managerial level and/or the Director of SNWS and may be accompanied by a representative if they so desire.

2. Statistical reports regarding merit increases, with organization-wide comparability, will be provided on an annual basis. Individual data/statistics of the nature provided in the original report will also be provided on an annual basis or upon the request of the Union up to a quarterly basis. The Union may request a meeting with District management to review/discuss this data at any time.

3. **MERIT INCREASE DISPUTE RESOLUTION PROCESS** -Employees who receive a performance rating of meets or less may seek review of the rating and merit increase decision through a meeting with Union representation and the Directors and Human Resources or designated representative(s). If no resolution is reached at this level, a second level review may be requested through a meeting with the General Manager/ Designee.

MERIT INCREASE MATRIX

POSITION IN RANGE							
PERFORMANCE RATING	**LOWER ZONE** ENTRY TO 90% OF CONTROL POINT Overall Rating	% Increase	**MIDDLE ZONE** 90 TO 100% OF CONTROL POINT Overall Rating	% Increase	**AT OR ABOVE CONTROL POINT**	**UPPER ZONE** ABOVE CONTROL POINT TO MERIT MAXIMUM Overall Rating	% Increase
	BASE RATE		BASE RATE		LUMP SUM	BASE RATE	
DISTINGUISHED PERFORMANCE (3.51 – 4.0)	3.91 – 4.00	8.00	3.91 – 4.00	6.00	Up to 4%	3.51 – 4.0	4.00
	3.81 – 3.90	7.75	3.81 – 3.90	5.75			
	3.71 – 3.80	7.50	3.71 – 3.80	5.50			
	3.61 – 3.70	7.25	3.61 – 3.70	5.25			
	3.51 – 3.60	7.00	3.51 – 3.60	5.00			
	7 – 8%		5 – 6%			4%	
EXCEEDS FULL PERFORMANCE (2.76 – 3.5)	3.41 – 3.50	6.50	3.36 – 3.50	4.50	Up to 3%	3.36 – 3.50	3.00
	3.30 – 3.40	6.25	3.21 – 3.35	4.25		3.21 – 3.35	2.75
	3.20 – 3.29	6.00	3.06 – 3.20	4.00		3.06 – 3.20	2.50
	3.09 – 3.19	5.75	2.91 – 3.05	3.75		2.91 – 3.05	2.25
	2.98 – 3.08	5.50	2.76 – 2.90	3.50		2.76 – 2.90	2.00
	2.87 – 2.97	5.25					
	2.76 – 2.86	5.00					
	5 – 6.5%		3.5 – 4.5%			2 – 3%	
FULL PERFORMANCE (2.0 – 2.75)	2.66 – 2.75	4.50	2.68 – 2.75	3.00	Up to 2%		
	2.55 – 2.65	4.25	2.59 – 2.67	2.75			
	2.44 – 2.54	4.00	2.51 – 2.58	2.50			
	2.33 – 2.43	3.75	2.42 – 2.50	2.25		0	
	2.22 – 2.32	3.50	2.34 – 2.41	2.00			
	2.11 – 2.21	3.25	2.25 – 2.33	1.75			
	2.00 – 2.10	3.00	2.17 - 2.24	1.50			
			2.08 – 2.16	1.25			
	3 – 4.5%		2.00 – 2.07	1.00			
			1 – 3%				
NEEDS TO IMPROVE PERFORMANCE	0		0		0	0	

ARTICLE 12 – RECRUITMENT, SELECTION, PLACEMENT, PROMOTIONS AND TRANSFERS

A. Notice of all bargaining unit vacancies shall be posted for not less than seven (7) calendar days on Workday, prior to the position being filled. Should Workday become inaccessible for any reason, the District will increase the posting period one day for each day of inaccessibility. The District also agrees to post non-bargaining unit vacancies below the level of department head, but none of the remainder of this article applies to such postings.

B. The job posting notice, at a minimum, should include the following information, none of which is to be considered as a limitation of the employee's duty assignments once hired:

1. Title and job description of the position.

2. Wage range on hiring date.

3. Work location (general information, subject to change).

4. Minimum qualifications and any necessary or desirable requirements for the classification or position.

5. Selection criteria to be used, eligibility requirements including education, employment, training or experience, and whether equivalent factors will be recognized.

6. Whether there will be competitive testing, and if so, the nature and scope of the test.

7. Address and deadline for filing applications.

8. Number of hours per day (general information, subject to change).

9. Regular assigned work times (general information, subject to change).

10. Statement that the District is an equal opportunity employer.

C. When a new permanent position is created, or an existing permanent position becomes vacant, the hiring authority may, at any time during the selection process, fill the position by transfer of a permanent non-probationary employee who has the same classification as that of the vacancy. A transfer is a change in an employee's department, division or work location without any change to the employee's classification and rate of pay. Any permanent non-probationary employee having the same job classification as that of the vacancy shall be considered for transfer by having filed a request for transfer, on the prescribed form, with the District's Human Resources Department.

D. The District may use a single or combination of selection devices to assist in determining the qualifications of applicants. The form, content and administration of

such selection devices shall be at the sole discretion of the District. All examinations shall be under the supervision of the District's Human Resources Department. The District may decide whether there should be only a promotional list, or also an open competitive list established. Applications shall be accepted only during the period stated in a job posting.

E. Applications for promotional examinations will be accepted only from employees of the District who meet the minimum qualifications announced in the job posting; probationary employees and employees in a qualifying period may not apply. Applications for open competitive examinations will be accepted from the general public as well as any District employee who meets the minimum qualifications announced in the job posting. If a multi-part selection process is used, applicants must pass the preceding part in order to be admitted to the next part. In open competitive examinations where a multi-part selection process is used, all District employees who pass a preceding part, will be admitted to the next part.

F. Eligibility lists for the posted vacancy may be established when the selection process is completed. The names of all applicants successfully completing all parts of the selection process will be placed on an eligibility list to be used for up to 24 months. However, the decision whether to establish an eligibility list, and, if so, for what length of time it will be retained, is solely with the District.

Vacancies may be filled following posting of the vacancy from the following sources: existing eligibility lists (outside applicants), transfers or promotions of bargaining unit employees from applicant pools or hiring a new employee.

G. An equal number of outside applicants and qualified employee applicants, if available, shall be referred to the hiring authority.

When all qualifications and factors are equal, bargaining unit vacancies shall be filled by the applicant who has the most District seniority.

H. **GENERAL PROVISIONS**

1. Involuntary transfers may be made by the District at any time independent of the selection process described in this article, but may not be made for disciplinary purposes.

2. Nothing in this article will preclude the District's filling positions on a provisional or temporary basis pending completion of the selection process. In the event a vacant position is to be filled temporarily and a qualified employee exists, except when business needs dictate otherwise, the initial vacancy shall be filled through the temporary assignment of a bargaining unit employee. The District is not obligated to continue this process for subsequent vacancies created due to the temporary assignment. The selection process for the temporary assignment is not governed by other provisions of this article nor is it subject to the provisions of Article 37, Grievance & Arbitration Procedure.

3. The testing and ranking procedures shall not be subject to grievance nor shall the final selection or placement. However, District employee applicants not selected shall, upon request, be granted a post-selection feedback session with the hiring authority.

   Further, such applicants, upon request, shall be granted a feedback session with the Director of Human Resources or designee to discuss the process and any post-selection review procedures which may be available.

4. It is the mutual intent of the District and the Union to improve training and inter-departmental opportunities.

I. The District will provide a list, via email, to the Union of employees who have been hired, into the bargaining unit, each month, including the employee's name, date of hire, classification and rate of pay.

ARTICLE 13 – HOURS, OVERTIME AND PREMIUM PAY

A. **HOURS AND WORKWEEK** - The standard workweek is 40 hours, consisting of ten (10) consecutive hours per day (exclusive of lunch break) during four (4) consecutive days commencing with the first hour and day of the employee's regularly assigned workweek and shift. Specific schedules of days and hours of work are determined in accordance with business needs within individual divisions or work units.

For those employees who are assigned to other than the standard workweek, namely a 5/8 workweek, their regular workweek shall consist of eight (8) consecutive hours per day (exclusive of lunch break) during the five (5) consecutive days, commencing with the first hour and day of the employee's regularly assigned workweek and shift.

The District may adopt a work week that does not have four consecutive work days (a non-standard work week); however, prior to doing so, the District will provide 30 days' notice to Teamsters Local 14, during which time the District shall make full disclosure of how employees will be selected, and all other pertinent information and shall, in good faith, discuss any issues raised with respect to that change. Discussions will include a shift bid process, use of classification seniority, an implementation date no sooner than 30 days after the shift bid closes and any other issues introduces by the parties.

References to workday or workweek will be interpreted relative to an employee's assigned schedule.

For employee's who are changed from 4/10's to 5/8's or vice versa, if 48 hours' notice is not given, overtime shall be paid for all hours worked during the first week of such change.

B. **CHANGES FROM ONE SHIFT TO ANOTHER** - The employee's regular shift, i.e., day, swing or graveyard, may be changed by the employer without incurring overtime liability only if written notice is provided seven (7) calendar days prior to commencement of the employee's regularly scheduled workweek.

If the change of an employee's regular shift, i.e., day, swing or grave, is initiated by the District without the notice specified above, the District shall pay the employee at the overtime rate plus shift differential (if applicable) commencing on the first irregular shift and continuing through the balance of the workweek. Should the shift change result in more than ten (10) hours for employees on 4/10's or eight (8) hours for employees on 5/8's being worked in any 24-hour period, the shift differential (if applicable) plus overtime rate shall apply for all hours worked in the 24-hour period.

While it is agreed that as much advance notice as possible should be given temporary shift changes may be made without the notice requirement being met and without incurring the specified overtime liability for the limited purposes of training, District-wide meetings, and jury duty, or at the request of an employee when such is acceptable to the affected supervisor/manager.

In no event shall the operation of the above rules result in the pyramiding of overtime.

C. **CHANGES TO STARTING TIMES WITHIN THE SAME SHIFT** - The employee's starting time may be changed without incurring overtime liability only if written notice is given the employee two (2) working days prior to the new starting time taking effect, except in the event of unforeseen circumstances or a situation beyond the District's control, when the earliest possible notice shall be given. Should a temporary change (1 to 7 days) in starting time within the same shift result in more than ten (10) hours for employees on 4/10's or eight (8) hours for employees on 5/8's being worked in any 24-hour period, the overtime rate shall apply for all hours worked beyond the regularly assigned hours. In the event of a permanent change in starting times within the same shift or change in days off is instituted without 48 hours' notice, overtime shall be paid for all hours worked in the first workweek of such change.

D. **SEASONAL SHIFT** - If a majority of the affected employees within a given work unit or section requests through the Union, the District may establish a seasonal work shift for said work unit or section, business needs permitting. This seasonal shift shall be in effect from the first Monday in June to the second Friday in September, unless changed by the District and the Union pursuant to the Labor/Management Committee process of Article 6.

1. Unless mutually agreed otherwise, pursuant to the Labor/Management Committee process of Article 6, the seasonal shift for day shift employees shall start one hour prior to the regularly scheduled shift and end one hour prior to the end of the regularly scheduled shift.

2. Unless mutually agreed otherwise, pursuant to the Labor/Management Committee process of Article 6 the seasonal shift for early swing shift

employees shall start one hour after the beginning of the regularly scheduled shift and end one hour after the end of the regularly scheduled shift.

E. **OVERTIME** - One-and-one-half (1-1/2) times an employee's regular hourly rate shall be paid for any hours in paid status in excess of 40 in any workweek, or in excess of ten (10) hours for employees on 4/10's or eight (8) hours for employees on 5/8's in any workday. When applicable, the following pays shall be added to the regular hourly rate:

1) service recognition;

2) standby pay;

3) shift differential;

4) relief shift premiums.

Overtime pay, or any other premium pay, unless listed above, will be excluded from the regular hourly rate when calculating overtime pay. Except in the cases listed below, the "workday" shall commence, for the purpose of computing daily overtime, at the employee's regular assigned starting time and shall end 24 hours thereafter. Exceptions to this workday provision are:

1. Employees working in 24-hour continuous operations divisions and who are regularly assigned to mixed shifts during their workweek;

2. Employees whose shifts are reassigned to provide relief for any reason.

The District has the sole right to require overtime services, to determine when overtime shall be worked, and who shall work overtime. However, the District will endeavor to distribute overtime assignments within the applicable classification as equitably as business demands will permit. An overtime roster will be maintained for each work unit. The supervisor will have a copy available for review by work unit employees and a copy will be provided to the Union. If the method of overtime distribution in a Department is changed during the Agreement, the employees and the Union will be provided with sixty (60) days advance notice. All time paid, whether worked or not, shall be considered time worked for the purposes of overtime. Any overtime must be authorized by an employee's supervisor prior to the time such work is performed, and all overtime shall be compensated to the nearest 1/10 of an hour. However, if the period of overtime is less than ten (10) minutes total, the time is considered "de minimis" and is not subject to compensation.

When employees working in a 24-hour continuous operation are required to provide relief to a permanent shift, whenever possible, such relief hours shall be evenly divided between the two (2) employees assigned to the other two (2) shifts, and neither shall receive recuperation premium under Section (L) of this article.

F. **COMPENSATORY TIME** - The maximum amount of compensatory time an employee may accrue is 200 hours. In lieu of overtime pay, compensatory (comp)

time may be accrued at the employee's option if the employee has a balance that will accommodate the additional time without exceeding the 200 hour maximum.

Employee use (taking time off from work) of compensatory time is limited to 100 hours of compensatory time in a calendar year.

Overtime pay, pursuant to Sections (B) and (C) of this article shall not be accrued as comp time.

When an employee opts for comp time instead of overtime pay, the comp time shall accrue at the same rate the overtime would have been paid.

1. Requests for use of compensatory time off shall be administered in accordance with Article 19 (Annual Leave), Section (J) of this Agreement.

2. Compensatory time may be "cashed out" up to four (4) times during any payroll year. Requests must be made in accordance with the payroll schedule for processing and must be for a minimum of 20 hours.

3. Payment upon separation of employment shall be as required by the Fair Labor Standards Act.

G. **RELIEF SHIFT PREMIUMS** - All employees who are temporarily assigned to a shift other than their regular assigned shift (i.e., day, swing or graveyard), for the purposes of providing relief, that is, to "fill in" due to the absence of another employee, shall be paid a premium of 5% of the employee's hourly rate (in addition to any applicable shift differentials) for all hours worked outside of their regular assigned shifts. Such employees are exempt from the workday provisions as provided in Sections (A) and (E) of this article. The District will attempt to schedule the least senior employee for relief shift whenever possible.

H. **SHIFT DIFFERENTIAL** - A shift differential of five percent (5%) of the employee's hourly rate shall be paid for all hours worked to all employees whose regular shift begins between the hours of 12:00 noon and 8:00 p.m. (designated as swing shift). A shift differential of six (6%) percent shall be paid for all hours worked to all employees whose regular shift begins between the hours of 8:00 p.m. and 4:00 a.m. (designated as graveyard shift).

The District retains the exclusive right to determine whether a second or third shift operation will be scheduled, but shall discuss with the Union how many and which employees will be assigned to them prior to the implementation of any new/change in shifts. However, the District shall endeavor to satisfy employee shift preferences as much as business demands reasonably permit, and when all other factors are equal shall rely upon classification seniority.

Only hours actually worked during or in conjunction with the assigned shift will be considered as time worked (work thru) for the payment of shift differentials. Thus, no shift differential will be paid for time off such as sick or annual leave, or time worked as call out or scheduled overtime.

I. **SCHEDULED OVERTIME** - When an employee is assigned in advance to work overtime outside of (and not in conjunction with) their normally scheduled shift, it shall be considered as scheduled overtime.

In scheduling such overtime, the employee shall be provided a minimum of 16 hours' notice prior to the start of the scheduled overtime and prior to the employee leaving their last shift; otherwise, such work shall be considered a call out subject to the premium pay under Section (K) of this article. It is understood that this provision excludes overtime hours when the employee works as an extension of their regular shift.

If an employee reports for scheduled overtime work, the employee shall receive a minimum of two (2) hours' overtime pay.

J. **WORK THRU OVERTIME** - Overtime that is worked either immediately before or after an employee's regular shift, whether or not previously scheduled, is considered work thru overtime. Such overtime qualifies for a shift differential, where applicable, but is not subject to the provisions of Sections (I) and (K) of this article. However, when work thru overtime is scheduled in advance and then cancelled, employees shall receive a minimum of two (2) hours' overtime pay UNLESS the employee is given notice of the cancellation prior to the end of shift of the day before the overtime was scheduled to be worked.

K. **CALL OUT** - An off-duty employee called out to work is paid on an overtime basis (one and one-half times the employee's regular hourly rate) for all hours actually worked, all hours guaranteed as a minimum, plus travel time as defined in (1) below. The District will make its best effort to provide a vehicle for standby when requested by an employee.

1. Travel time for employees driving personal vehicles is a "fixed" one-half (1/2) hour regardless of the time actually spent traveling. This time is in addition to the actual time worked and, when the actual time worked is less than four (4) hours, is in addition to the guaranteed minimum. The "actual time worked" begins when the employee arrives at the job site and ends when the employee finishes the work, including any necessary clean up, return of vehicle, tools or equipment, etc. However, when an employee is called out and directed to report directly to a remote facility, and the travel time from the employee's home to the remote facility is expected to be significantly greater than a half hour, the employee's supervisor may authorize that the employee's overtime pay begin from the time he leaves home in lieu of the fixed one-half (1/2) hour of travel time.

2. Time for employees with take-home vehicles begins when the employee departs for the job site and ends when the employee returns to his or her home or alternate point of departure. Should this entire period of time (travel time and actual time worked) be less than four (4) hours, the four (4)–hour minimum is applicable and all-inclusive.

Employees shall be paid on an overtime basis for a minimum of four (4) hours per call out except in the following instances:

1. When the call out runs into an employee's normal work shift, the employee shall be paid at the overtime rate only for the time actually worked outside of the regular shift hours plus any applicable travel time.

2. When an employee actually works less than four (4) hours on the initial call out and is then called out a second time within the initial four (4) hour period, there will be no additional overtime pay unless the aggregate time worked for both occurrences exceeds four (4) hours.

An employee will be eligible for call out pay if he is en route to or arrives at the designated destination prepared to work and the call out is canceled; however, the employee is not eligible for call out pay if he is notified of the cancellation of such call out prior to the employee leaving his residence.

The District shall adopt a reasonable system for fairly distributing call out assignments within the applicable classification(s).

L. **RECUPERATION** - Any employee required to work call out or scheduled overtime within the ten (10) hour period immediately preceding his/her regular scheduled starting time shall be entitled to paid time off from his/her regular shift as a recuperation period (at his/her regular straight time hourly rate) for a period of time equal to the time actually worked on the call out. , For example, an employee scheduled Monday through Thursday 6:00 am to 4:30 pm.

- Called out at 7:00 p.m. and works until 12:00 a.m., the employee will be entitled to a four (4) hour recuperation period.

- Called out at 8:00 p.m. and works until 4:00 a.m., the employee will be entitled to an eight (8) hour recuperation period.

This section is not applicable to call out or scheduled overtime which commences within the three (3) hour period immediately preceding his/her regular scheduled starting time. If the District fails to provide such a recuperation period, it shall pay the employee on an overtime basis (see Section (E) above) for the time worked within the recuperation period. Employees entitled to recuperation must declare, either prior to or at the beginning of their regular shift, when they will take their recuperation time; i.e., at the beginning or end of the shift.

M. **STANDBY STATUS** - District operations are such that employees in certain job classifications may be required to be on call, or standby status, in order to be available for emergencies. Employees on standby are expected to be "reachable" by phone for immediate response, as needed. Standby assignments are generally for one week at a time and are made, among those deemed qualified, using either a volunteer or rotation system.

Except for emergencies and/or availability of personnel, no employee will be assigned to be on standby for more than one (1) week per month.

Selection and assignments will normally be scheduled at least 30 days in advance, except for emergencies.

Employees on an existing standby list may voluntarily exchange weeks on the list and may request to transfer weeks on the list, with supervisor approval; however, except for an emergency, exchanges or transfers should not cause an employee to be on standby for more than one (1) week per month. All exchanges, whether for full or partial weeks, must be requested at least seven (7) working days in advance for approval. In considering requests for transfers and exchanges, the manager will determine business necessity which will be at the District's sole discretion. When an employee makes arrangements for another employee to cover a portion of their standby assignment, as opposed to the entire period, the standby premium is split between the employeesAn employee assigned to standby status for more than eighty-six (86) hours to a maximum of one hundred fifty-eight (158) hours during a workweek will be compensated for the standby at a sum equal to 12 hours of pay at their regular hourly rate for each seven (7) calendar days of standby service, or at the employee's option, 12 hours of annual leave is added to the annual leave accrual balance.

When an employee is assigned standby status for a period of eighty-six (86) hours or less during a workweek, the employee is compensated for the standby at a sum equal to six (6) hours of pay at their regular hourly rate (or, at the employee's option, an equivalent amount of annual leave).

If one or more paid holidays occur during the period of standby service, the employee who is on standby status the day of the holiday is paid an additional sum equal to eight (8) hours of pay at the regular hourly rate for each such holiday, or, at the employee's option, an additional eight (8) hours of annual leave shall be added to the annual leave accrual balance.

ARTICLE 14 – PART-TIME EMPLOYEES

A. The District retains the right to hire part-time employees. Part-time employees are regular employees whose regular work schedule involves less than eight (8) hours per day or less than 40 hours per week. Part-time employees will be hired to meet scheduling requirements when business needs do not justify a full-time position, or to facilitate an employee's scheduling needs (e.g., job-sharing) when such can be accommodated. It is not the intent of this provision to allow a "reduction in hours" of regular employees contrary to their wishes.

B. Part-time employees shall receive one-half of the regular holiday and vacation benefits. Part-time employees shall not be entitled to seniority rating, but upon becoming full-time shall receive seniority credit for their part-time service converted

to full-time equivalent (e.g., half-time for one (1) year equals one-half year of seniority).

ARTICLE 15 – TEMPORARY EMPLOYEES

A. The District retains the right to hire temporary employees as necessary to meet business needs. A temporary employee is one hired without a permanent assigned position, with duties which may or may not fit within the regular classification system. Temporary employees may be hired to replace a regular employee on leave or for special projects of a limited duration. The District shall notify the Union in writing at the time the District expects a temporary position to be needed for more than three (3) months.

B. When a regular employee is capable of performing the duties of a classification by working out-of-range for training purposes, except in limited instances when business needs dictate otherwise, the initial vacancy shall be filled through the temporary assignment of a bargaining unit employee, rather than by a temporary employee. The District is not obligated to continue this process for subsequent vacancies created due to the temporary assignment.

C. Temporary employees shall not be hired when there is a regular employee on lay off who is qualified to perform the work. Where the work in that classification is light duty work and there is a regular employee who is disabled from working a heavier duty job but who is qualified and released for that light duty work in that classification, the District shall make a reasonable effort to utilize those employees before hiring a temporary employee.

D. Service rendered in temporary status shall not count for purposes of seniority.

E. The intent of this article is to facilitate management's ability to meet short-term, intermittent, or unanticipated business requirements, and is not to deny bargaining unit personnel reasonable overtime and/or promotional opportunities.

ARTICLE 16 – LUNCH AND BREAK PERIODS

A. The normal shift schedule for employees (with the exception of employees assigned to work groups on a 24-hour continuous operation) shall include an unpaid lunch period of one-half hour to one (1) hour, depending upon the needs of the department involved.

B. An employee who has actually worked four (4) hours of overtime and is required to continue to work in an overtime status thereafter, shall receive a meal allowance of $10.00 for each full four (4) hour period of overtime worked - except when scheduled overtime is worked on the employee's regular days off. Such scheduled overtime is exempt from the paid meal allowance.

C. Employees shall receive two (2) 15 minute paid break periods each day: one (1) break period before the lunch period and one (1) break period after the lunch period. Specific break periods may be scheduled by an employee's supervisor to ensure that work needs are met. Break periods will not be scheduled within one hour of starting time, lunch breaks, or quitting time. Employees not at their primary job site are expected to use their best judgment in meeting work requirements and taking breaks consistent with the intent of this provision.

D. Employees working overtime are entitled to breaks, or rest periods, in the following instances:

1. Employees who have worked more than three (3) hours of overtime immediately prior to the beginning of the regular scheduled shift are entitled to a 15 minute paid break period prior to beginning the regular shift.

2. Employees who are working overtime at the end of the shift that is anticipated to last more than the three (3) hours are entitled to a 15 minute paid break period prior to beginning the overtime work.

3. Employees working overtime on a scheduled day off are entitled to breaks consistent with the intent of Paragraph (C). That is, an employee is entitled to a 15 minute paid break period for every four (4) hour work period, or major fraction thereof. Such breaks are to be taken near the middle of such work period and may not be "tagged on" to the period of overtime for purposes of compensation.

ARTICLE 17 – COST-OF-LIVING WAGE ADJUSTMENT

A. Effective with the first full pay period in July 2021, 2022, 2023, 2024 and 2025, Teamster Local 14 employees shall receive a cost-of-living wage adjustment (COLA) equal to the annual increase as of March per the Consumer Price Index, All Items, All Urban Consumers, Pacific Cities, West A.

B. The Teamster pay plan will be adjusted by the same percentage defined above at the same time employees receive their cost-of-living wage adjustment.

C. This Article shall be automatically reopened if the Consumer Price Index, All Items, All Urban Consumers, Pacific Cities, West A, as in (A) above, is above three percent (3%) or falls below one and one-half percent (1.5%).

ARTICLE 18 – HOLIDAYS

A. The District shall observe the following paid holidays:

New Year's Day (January 1)
Martin Luther King, Jr.'s Birthday (3rd Monday in January)

Presidents' Day (3rd Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (1st Monday in September)
Nevada Day (Last Friday in October)
Veterans Day (November 11)
Thanksgiving Day (4th Thursday in November)
Day after Thanksgiving (4th Friday in November)
Christmas Day (December 25)

Any day that may be declared by the Governor as a legal holiday shall be considered as an additional paid holiday.

B. Employees are eligible for pay equal to their established workday at their regular rate (including shift differential) if a holiday falls on their established work day.

Each employee working 4/10's is eligible for a maximum of 90 hours of holiday pay per calendar year. Each employee working 5/8's is eligible for a maximum of 96 hours of holiday pay per calendar year. All holiday hours not used during the calendar year will be forfeited. There will be no carry-over from year to year.

During some years the scheduled holidays that fall during an employee's established workweek may not total the 90 or 96 hours for which the employee is eligible. In those instances, an employee shall be eligible to use the difference between the total scheduled holiday pay for that year and 90 or 96 hours as "floating" holiday hours.

Floating holiday hours may be used in increments of not less than two (2) hours.

Each employee is responsible for ensuring that he/she does not use floating holiday hours in excess of the eligible amount. Should this happen, the employee will have scheduled holiday time charged to accrued vacation or Leave Without Pay (LWOP) for any scheduled holidays for which no paid holiday hours are available. Calendars for various work schedules showing scheduled and floating holiday amounts for each year are available on the Hydroweb.

C. Newly hired employees will be entitled to the floating holiday hours during their first year of employment according to the following schedule:

Hired between January 1 – April 30	100%
Hired between May 1 – August 31	50%
Hired between September 1 – December 31	0%

D. An employee will be entitled to holiday pay if he/she is in pay status on the last working day before, and on his/her first working day after, the holiday.

E. If a holiday occurs during an employee's annual leave, it will be paid as holiday and not charged against accrued annual leave.

F. The District may, at its discretion, require employees to work on a holiday that falls on their regularly scheduled work day. An employee required to work on such a holiday shall receive, in addition to his/her holiday pay, pay at time-and-one-half for all hours worked on that day.

G. There will be no pay-off of unused holiday hours (scheduled or floating) upon separation from employment.

ARTICLE 19 – ANNUAL PAID LEAVE (VACATION)

A. Each employee, after completion of the probationary period, is entitled to paid annual leave.

B. One (1) year of credited service as used in this article means the same as the term is used in Article 9 (Seniority).

C. Annual leave will be determined pursuant to the table set forth below:

RATE OF ACCRUAL	FOR YEARS OF SERVICE
3.70 hours/pay period	0 – 3 years
4.62 hours/pay period	4 years – 12 years
6.20 hours/pay period	Over 12 years

D. Employees working 4/10's must have at least 60 paid hours during a pay period to earn an annual leave accrual. Employees working 5/8's must have at least 64 paid hours during a pay period to earn an annual leave accrual.

E. The maximum amount of annual leave an employee can carry over is 280 hours on the employee's service (anniversary) date. Additional hours accumulated during the service year, if not used or sold back, will be forfeited as of that date.

The District will continue its present practice of notification to employees when their annual leave accrual balance exceeds 200 hours.

F. **SELL BACK** - An employee is eligible to "sell back" accrued leave in excess of 280 hours on or immediately prior to his/her service date if the eligibility criteria outlines in paragraph (H) has been met.

An employee may sell back accrued leave in excess of 280 hours on his/her service date if, during the preceding 12 months, the employee, after reasonably timely request(s) to do so, took a minimum of 72 hours annual leave, including one (1) full week off. A combination of annual leave and one (1) holiday may comprise the week as long as the employee is off a full week. Employees who have in excess of 280 hours and do not qualify to "sell back" will lose the excess leave.

G. **CASH OUT** - An employee may "cash out" annual leave one time during any calendar year providing that a minimum balance of 80 hours will remain after the cash out and the eligibility criteria outlined in paragraph (H) has been met.

The minimum amount an employee may cash out is 20 hours and request must be submitted in accordance with the payroll schedule for processing.

The maximum amount eligible to be "cashed out" is one-half (1/2) of the annual accrual rate; i.e., assuming all eligibility criteria are met, an employee earning leave at an annual rate of 96 hours per year could cash out up to 48 hours; an employee earning 160 hours, per year could cash out up to 80 hours.

H. **ELIGIBILITY CRITERIA FOR SELL BACK OR CASH OUT**

An employee working 4/10's may sell back or cash out accrued leave if, during the preceding 12 months, the employee was permitted, after a timely request to do so, to take a minimum of 70 hours of leave, including one (1) full week off.

An employee working 5/8's may bell back or cash out accrued leave if, during the preceding 12 months, the employee was permitted, after a timely request to do so, to take a minimum of 72 hours of leave, including one (1) full week off.

A combination of leave and one (1) scheduled holiday may comprise the week as long as the employee is off a full week.

For the purpose of qualifying for a sell back or cash out under this provision, the leave taken may include annual leave, floating holidays and compensatory time. Sick is NOT included.

NOTE: The "full week" may be broken by a weekend. For example, a 5/8's employee may take vacation on Thursday and Friday, a holiday on Monday and vacation on Tuesday and Wednesday. Another example, a 4/10 employee may take floating holidays on Wednesday and Thursday, a scheduled holiday on Monday, and annual leave on Tuesday. Both of these scenarios would fulfill the requirement for one full week off.

I. Additional annual leave may be earned under Article 13, Section (M) (Standby Status).

J. Annual leave must be scheduled in advance, whenever possible, and will be scheduled by the District so as to minimize interference with normal operations. Leave requests shall be acted upon in a timely manner and shall not be unnecessarily delayed. Except for previously scheduled preventive examinations (Article 22, Section (B) of Sick Leave), annual leave shall not be used for sick leave purposes unless all sick leave is exhausted.

K. Annual leave shall be paid at the employee's regular rate of pay (excluding shift differentials) in effect on the shift immediately preceding the day the leave commences.

L. An employee shall accumulate paid annual leave on a pay period basis and upon termination of his/her employment shall be paid for all accumulated time not previously taken. Probationary employees are not entitled to payment for leave upon separation.

ARTICLE 20 – FAMILY AND MEDICAL LEAVE

A. **CHILD CARE** - After the birth or adoption of a child, an employee (male or female) shall, upon written request, be granted annual leave to the extent accrued or be placed on an unpaid status for purposes of child care. The combined total of the above leaves may not exceed six (6) months. Persons employed to fill positions becoming vacant due to leaves under this article shall hold such positions subject to being reassigned to another position, if available, or terminated upon the return of the employee to the former position.

B. **FAMILY AND MEDICAL LEAVE** - Family and Medical Leave will be provided consistent with the provisions of the Family and Medical Leave Act of 1993 and any subsequent amendments and/or interpretative guidelines.

ARTICLE 21 – COURT LEAVE

A. A leave of absence with pay shall be granted to any employee for the time required in service:

1. on a jury;

2. in court proceedings when the employee or the employee's spouse or child is a victim of a crime against the person (this is voluntary at the employee's option);

3. in court under subpoena.

This leave will be at the employee's regular rate for the duration of such duty.

B. Employees involved in civil, administrative or criminal proceedings may utilize accrued annual leave to attend any meetings, hearings or proceedings required.

ARTICLE 22 – SICK LEAVE

A. **Sick Leave Accrual** - Sick leave shall accrue for regular full-time employees at the rate of 3.70 hours per pay period. Employees working 4/10's must have at least 60 paid hours during a pay period to earn a sick leave accrual. Employees working 5/8's must have at least 64 paid hours during a pay period to earn a sick leave accrual. There shall be no limit to the amount of sick leave that can be accumulated.

B. **Illness and Injuries** - Any employee is entitled to use accrued sick leave when:

1. Incapacitated by illness, injury, pregnancy, termination of pregnancy, or childbirth;

2. Prevented from working by public health requirements;

3. Receiving required medical or dental service or examinations; or

4. There is illness in the employee's immediate family or stepfamily (see Article 23, Section 3 for complete definition of immediate family) where such illness requires the employee's attendance.

Sick leave may also be utilized in cases of industrial injury after expiration of the income maintenance provisions under Article 27 (Industrial Injury).

Annual leave shall not be used for sick leave purposes unless all sick leave is exhausted. The only exception to this is that an employee may at his/her option use annual leave for scheduled preventive medical, dental, or optical examinations. This exception doesn't apply to scheduled treatment for an existing condition.

C. **Medical Certification** - An employee returning to work after an extended absence (generally 30 consecutive calendar days or more) due to disability may be required to submit certification by a licensed physician of fitness to perform his normal work assignments. Any physician examination costs associated with obtaining this certificate of fitness shall be borne by the employee.

D. **Abuse of Sick Leave** - Sick leave is provided to assist District employees when illness prevents them from working or when an absence from work is necessary due to one of the other reasons outlined in Section (B) above. If the District reasonably suspects that an employee is abusing sick leave, the employee may be required to submit medical certification regarding the reason for such absences or be denied the use of the sick leave. Such certification is binding on the District in the absence of evidence to the contrary. Abuse of sick leave by an employee may result in disciplinary action.

E. **Additional Leave** - Upon written request to his/her Department Head, a leave of absence without pay up to a maximum of six (6) months may be granted by the District for purposes normally covered by sick leave when an employee's sick leave has been exhausted. However, should an employee also be entitled to leave under the Family Medical Leave Act (FMLA), any leave under this provision will be concurrent with, not in addition to, the FMLA leave. At any time prior to or during such a leave of absence, the District may require the employee to undergo examination by a District selected physician at the expense of the District. The District will compensate employees who are legitimately ill or injured at their regular rate of pay for the time spent for such physical examinations. If, on the other hand, the examination indicates abuse on the part of the employee, he/she shall receive no payment for time spent during the examination and will be subject to discipline or discharge.

F. **Light Duty Work/Temporary Disability Reassignment:** Following the illness or injury of an employee, the District shall provide such employee with available light duty work for which the employee is qualified and able to perform or the employee may be assigned to work less than a full workday within the employee's regular classification for a maximum of 90 calendar days per separate illness or injury. This provision shall not require the District to create work. As soon as the employee is informed by his/her physician that he/she is able to return for light duty work, the employee shall notify his/her supervisor of his/her release for light duty work pending his/her full release. The physician's written release for light duty must include a complete description of the employee's physical restrictions. The employee shall present the physician's release to his/her supervisor.

If no light duty work is available, the District may temporarily reassign the employee to another position for which he/she is qualified and able to perform if a vacancy exists, or the employee shall remain on sick leave until light duty work becomes available or the employee is fully released to work.

G. **Permanent Disability Reassignment:** If, in the opinion of the employee's physician and a District selected physician, the employee cannot perform, and will not be able to perform, his regularly assigned duties due to disability and should be limited to performing other, less physically demanding duties, the District shall make an effort to reassign the employee to a position for which he/she is qualified and able to perform, provided such an opening exists at that time. Although the District is under no obligation to make a reassignment, such reassignment is in lieu of termination or disability leave, whichever is appropriate. Any action taken under this provision is intended to be in compliance with the Americans with Disabilities Act (ADA), where applicable.

H. **Payment for Unused Sick Leave Upon Termination** - An employee shall receive payment for sick leave at his/her current rate of pay upon separation or layoff in accordance with the following formula:

COMPLETED YEARS OF SERVICE	PERCENTAGE OF ACCRUED LEAVE TO BE PAID
Less than 3 years	0%
3 through 14 years	50%
15 years or more	75%
Death, permanent disability separation, certified by a District selected physician at the expense of the District.	100%

All sick leave not paid off upon termination shall be deemed forfeited.

I. Note that certain other leaves in this Agreement are charged against accrued sick leave.

ARTICLE 23 – BEREAVEMENT LEAVE

A. Employees who are absent from work as a result of the death of a member of their immediate family or stepfamily shall be granted leave up to a maximum of 40 hours per bereavement. Bereavement leave shall be charged to accrued sick leave, accrued annual leave or accrued compensatory time at the employee's option, or, should the employee have insufficient accrued leave, will be considered as excused leave without pay.

B. Any time off requested and approved in excess of the above provision, or due to the death of someone other than a member of the employee's immediate family or stepfamily, shall be charged to either accrued sick leave, accrued annual leave or accrued compensatory time at the employee's option, or, should the employee have insufficient accrued leave, will be considered as excused leave without pay. Use of leave under this provision may impact the employee's eligibility for the attendance bonus.

C. The immediate family or stepfamily is defined as: spouse, domestic partner, child, father, mother, brother, sister, grandparent or grandchild, or any in-law of the employee having the above specified relationships.

ARTICLE 24 – MILITARY LEAVE

Military leave shall be granted as follows: When an employee enters the Armed Forces of the United States, whether by enlistment or by selective service, the following rules shall apply:

1. The employee shall be given military leave without pay.

2. During the period of military service, the employee shall retain all rights to which he is entitled under the provisions of this Agreement and state and federal laws provided that during a period of military leave in excess of 30 days, annual leave or sick leave credit shall not accumulate.

3. After the completion of service, the employee will be restored to his former position or an equivalent position in accordance with Title 38 or the U.S. Code Annotated or any other state or federal law relating to Veterans re-employment rights.

4. Persons employed to fill positions becoming vacant under these rules shall hold such positions subject to being transferred to another post, if available, or terminated upon the reinstatement of the returning employee to his former position in accordance with subsection (c).

5. An employee in the competitive service having a reserve status in any of the regular branches of the Armed Services of the United States or Nevada National Guard, upon request to serve under orders for training duty shall be relieved from his duties, upon request, to serve under orders on training duty without loss of pay for a period not to exceed three (3) workweeks (120 hours) for 40-hour employees in any one (1) calendar year. The employee shall file with the District, a copy of such orders indicating thereon the date said duty is to commence and the date the duty is to cease. The employee shall receive his regular compensation in addition to his military pay. It is understood that this provision is in accordance with NRS 281.145.

6. The intent of this article, except for paragraph (5), is to be consistent with federal and state law and shall be interpreted by the parties and by an Arbitrator, to provide identical rights and obligations as provided in federal and state law.

ARTICLE 25 – SPECIAL LEAVE

An employee's Department Head may, at his/her discretion, grant an employee special leave without pay. If the leave is to extend beyond 30 calendar days, or is to involve full or partial pay, final approval rests with the General Manager. Disputes arising from this article are not subject to Grievance and Arbitration Procedure (Article 37).

ARTICLE 26 – SERVICE RECOGNITION

A. The following service recognition benefit is applicable for all employees hired prior to January 1, 2011:

   1. Effective July 1, 2000, all employees shall receive service recognition in the amount of $200.00 per full year of service after seven (7) continuous years of service. For example, an employee would receive $1,400.00 after his/her seventh year of continuous service, $1,600.00 after his/her eighth, $1,800.00 after his/her ninth and so on. Service recognition shall be paid in annual disbursements on each employee's anniversary date each year.

   2. Employees who regain service credits pursuant to Article 9, Section (2) (Regaining Previous Service Credit) shall also be eligible for service recognition based on the "bridged", or reconstructed, length of service.

B. Employees hired on or after January 1, 2011 are not eligible for service recognition.

ARTICLE 27 – INDUSTRIAL INJURY

A. For absence caused by a work-related injury or event, if an employee's net pay is not fully covered by a workers' compensation insurance program, the District shall provide a period of income maintenance, up to 45 calendar days, to provide the

difference between that paid by workers' compensation or the insurer (if the District becomes self-insured or insured by a third party) to ensure the employee suffers no loss of net pay.

The District may, in exceptional cases, and at its sole discretion, continue this maintenance of income at full or partial pay for additional periods of 30 days up to a maximum time limit of 12 months, including the initial income maintenance period. Denial of such an extension is not grievable.

B. During the income maintenance period, the District shall continue payment of employee group health plan, retirement pension plan contributions and/or any other benefits as though he were still on the job. If the recovery period is longer than the income maintenance period provided by the District, the employee may use accrued sick leave and then accrued annual leave to insure he shall suffer no loss of net pay.

C. For temporary and/or permanent light duty reassignment, the provisions of Article 22 (Sick Leave) shall control.

D. Payment of the difference between workers' compensation pay and regular pay will be computed on "net pay" not "gross pay." "Net pay" will be the employee's normal gross base pay less withholding taxes at each employee's rate for the preceding three (3) months and FICA at the prevailing rate.

E. When the disability payment is reduced pursuant to state statute because the employee failed to use required or provided protective gear or devices; was not following safety rules or procedures; or was injured as a result of a flagrant unsafe practice, such reduction shall also be applied under this article.

F. The income maintenance period is an upper limit per each unrelated workers' compensation claim.

G. When reimbursement is necessary for an overpayment, the District and employee will devise a mutually agreeable repayment plan.

H. Any employee who falsifies an industrial injury claim, or in any way attempts to receive benefits when the injury was not employment related, shall be subject to discipline up to and including immediate separation.

ARTICLE 28 – GROUP HEALTH INSURANCE

A. The District shall pay 100% of the full premium cost for employee coverage for each full-time, regular employee and 50% of the premium cost for each permanent, part-time employee who works at least 20 hours per week subject to eligibility under the group insurance plan.

B. For the duration of this Agreement, the District will contribute towards the payment of the employee's dependent coverage premium cost under the group insurance plan as follows:

1. For regular full-time employees, the District shall contribute 85% of the dependent coverage premium.

2. For regular part-time employees, the District shall contribute 42.5% of the dependent coverage premium.

C. Employees retiring or going into unpaid leave status may continue coverage beyond the end of the month by arranging for personal payment of the full premiums, subject to the limitations of the group insurance plan or as otherwise provided for or limited by law; e.g., the Family and Medical Leave Act of 1993. Employees who quit or are terminated shall be covered by the applicable, federal and/or state law; i.e., COBRA.

D. The District will pay 100% of the full premium cost for employee/retiree only coverage and contribute 85% toward the premium cost of dependent coverage for group health insurance for employees who retire during the term of this Agreement with an unreduced early retirement benefit as defined in the Las Vegas Valley Water District Retirement Plan (e.g., 30 years of service at any age or having attained age 60 with at least 10 years of service) until the employee first becomes eligible for Medicare, at which time the District contribution shall cease and the retiree will become responsible for 100% of the premium cost.

It is fully understood that both the premium rates and the benefit levels are subject to change from time to time. There are no guarantees, stated nor implied, as to either the levels of coverage or the premium rates. The separate vision coverage that is provided to participants in the Clark County Self-Funded Plan is not included. Retirees wishing to continue the vision plan may do so but will be responsible for 100% of the premium.

E. It is acknowledged by both the District and the Union that District participation in the County and Local Affiliates Self-Funded Group Plan and the advantage of larger group negotiation with the current Health Maintenance Organization (HPN), has the prospect of being mutually beneficial to the employees and the District. It is also acknowledged by the parties that benefit changes are beyond the District's sole control and subject to the majority decision of the group participants. However, when changes to benefits, premium costs or insurance carriers occur during the term of this agreement, the District shall provide adequate notification to the Union prior to the implementation of any change and the parties shall meet promptly to discuss such changes. Unless there is negotiation between the District and the Union, no changes shall be made by the District to the employer/employee percentage contributions outlined in (A) and (B) above.

In the unlikely event that the District ceases to participate in the Self-Funded Group Plan, the parties will immediately meet to negotiate any changes or adjustments necessary to continue health insurance coverage and protection, consistent with the provisions of NRS 288.150.

ARTICLE 29 – FLEXIBLE BENEFITS PROGRAM

The District will continue providing a Flexible Benefits Program. Current core benefits (health insurance, long-term disability, life insurance, accidental death and dismemberment, and Employee Assistance Program) will not be affected by this program during the term of this Agreement.

Since the major purpose for a flexible benefits program is to provide more equality in benefit coverages and to be more responsive to the needs of a diverse workforce, the amount of the District's monthly contribution on behalf of each employee will be determined by the employee's enrollment status in the Group Health Insurance Plan: Employee Only = $200; Employee and Spouse = $60; Employee and Child(ren) = $30; and Family = $20

The providers and specific product list may vary from year to year but will be designed, to the extent possible, to respond to employee needs and maintain a balance of service and value.

ARTICLE 30 – FAMILY CARE PROGRAM

The District currently provides a voluntary on-site daycare program at Valley View campus. Any decisions regarding elimination of the on-site daycare center will be communicated to the employees a minimum of 60 days in advance.

ARTICLE 31 – EMPLOYEE ASSISTANCE PLAN

The District shall provide an Employee Assistance Program (EAP) for all regular full-time and part-time employees covered by this Agreement who work at least 20 hours per week. Newly hired employees will be eligible for coverage the first of the month following employment. This program will be available to all household and dependent family members of the employee currently covered for up to a minimum of five sessions per incident. The District shall pay 100% of the cost for the program.

This program will:

1. provide confidential consultation, assessment, referral, and follow-up services, including a limited amount of counseling without charge to assist the employee and his/her family; and

2. provide assistance, either through the program itself or in conjunction with other benefit programs, to employees in seeking assistance beyond that provided through the Employee Assistance Program; and

3. include procedures for self and supervisory referrals.

This program provides assistance to help the employee, their dependents, and other household members resolve personal problems that may be interfering with the employee's work and home life. Services provided include: emotional distress, co-worker conflict, divorce or separation, custody issues, grief and loss, marital issues, relationships, alcohol and substance abuse, child and adolescent issues, aging family members, crisis situations, domestic violence, drug dependency, gambling, depression, retirement, anger, and stress.

All information developed under the program about employees, their dependents, and other members of their household shall be considered strictly confidential and shall be treated as such as the goal of the program is to help and provide guidance to any employee seeking professional and CONFIDENTIAL help to solve their problems.

Both the Union and the District recognize that family and personal problems may affect employees' attendance and/or job performance to the point that disciplinary action, up to and including discharge may result. However, the District recognizes the benefits of the EAP or similar programs and will be reasonably accommodating and understanding of the time needed for employees to participate in such programs.

When an employee refuses to seek assistance and/or resolution of his/her problems by actively participating in any program and attendance and/or job performance continues to be adversely affected, the District may administer discipline as is appropriate. However, both parties agree that this is not to be interpreted as impacting any of the rights and protections contained in the provisions of the current Collective Bargaining Agreement.

ARTICLE 32 – LONG-TERM DISABILITY INSURANCE

The District shall provide long-term disability insurance to all regular full-time employees covered by this Agreement. The District shall pay 100% of the cost for the Long-Term Disability Plan.

This Plan will include a pre-existing condition limitation; an income benefit of not less than 60% (subject to offset from SSA, Workers' Compensation, retirement, and other such incomes); a standard qualification (elimination) period of not more than 180 days; and benefits payable at least to age 65 with certain usual exceptions (such as mental/nervous disorders).

Employees hired after the effective date of this Agreement will be eligible for coverage the first of the month coinciding with or next following 60 days of employment.

Current Benefit Level - The District has a benefit level of 67% with an elimination/qualification period of 120 days.

ARTICLE 33 – PENSION-RETIREMENT

A. All employees covered by this Agreement shall, for the term of this Agreement, be entitled to participate in the District's Pension Retirement Plan, and as governed by

the terms of the Pension Plan Trust Agreement and applicable state and federal laws. The District agrees to furnish each employee a yearly statement indicating the contributions to the pension fund made by the District in his behalf.

B. The Union is entitled to representation equivalent to that afforded any other identified interest group, either an employee(s) from within the unit or a retained non-employee(s) appointed by the Union, on any standing or special committee or task force, when such committee or task force is to include representatives from various identified interest groups, established for the purpose of discussing changes to and/or information regarding the District's Pension Plan.

C. Committee or task force meetings will be held when necessary within the 30 day period prior to Pension Subcommittee meetings for the purpose of discussing proposed changes to the District's Pension Plan. Other meetings will be convened as needed to disseminate information and discuss any problems or proposed changes to the District's Pension Plan.

D. Presently, the District pays 100% of the contributions to the District's Pension Plan. There will be no changes in the source of such contributions without prior negotiations with the Union.

ARTICLE 34 – PHYSICAL EXAMINATIONS

A. The District may have any employee or applicant undergo physical or psychological examinations for any reasonable purpose by a licensed physician of the District's choice. The cost for such physical examination shall be borne by the District. An employee who has been required by the District to undergo such a physical examination shall be paid for such time spent.

B. The District may demote, transfer, or layoff any employee when it is determined the employee does not meet the physical requirements of the job. However, prior to any such action, the District will attempt to place the employee in another position looking first at positions in the same pay range and then to positions in a lesser pay range.

The District shall notify the Union, in writing, of any personnel actions under this provision.

ARTICLE 35 – LAYOFF AND RECALL PROCEDURE

A. **LAYOFFS** - If a layoff due to a reduction in force is found to be necessary, the District shall, except in cases of unusual emergency, provide 30 calendar days' prior written notice to the affected employee and the Union.

When a layoff becomes necessary, employees shall be laid off by District seniority from the affected job classifications as follows:

1. Temporary employees;

2. Initial hire probationary employees;

3. Part-time employees;

4. All other employees required to be removed, provided the remaining employees are capable of performing the remaining work at required performance levels and standards.

B. **BUMPING** – Bargaining Unit employees who are subject to layoff, but who have greater District seniority than employees in another, lower paid classification (within the bargaining unit) may, if the District concludes that they are qualified, be permitted to bump the least senior employee from the lower paid classification provided the employee previously held the classification or a predecessor classification.

C. **TEMPORARY WORK** - Employees who are subject to layoff may be assigned elsewhere on the basis of District seniority to available temporary work which they are qualified to perform or be laid off if no such work is available. In the event affected employees are assigned to other temporary work, such assignments shall be without loss of seniority or recall rights. The District shall notify the employee of the estimated duration of the temporary assignment and shall thereafter notify the employee of any changes in that estimate.

D. **RECALL** - Laid off employees shall be recalled to the jobs from which they were laid off in the inverse order of layoff. Employees whom the District decided to recall from layoff will be notified either by telephone, in person, e-mail or certified letter to the employee's last address on record, it being the responsibility of each employee to keep the District informed of his/her current correct address. The District may fill the vacancy on a temporary basis pending the return of such employee. An employee so notified shall report for work or notify the District of his intention to report for work within five (5) working days after notification has been given to the employee to report for work. The employee shall return to work at the agreed-upon date, but not later than five (5) working days after receipt of such notice unless a reason satisfactory to the District is given. For purposes of this article, it shall be conclusively assumed that employees have received such notice to report for work three (3) working days after notice is sent by certified mail or e-mail to their last known address, unless, in fact, such notice was received prior thereto. If an employee fails to comply with any of the provisions of this section, he/she may be terminated.

ARTICLE 36 – DISCHARGE, DISCIPLINE AND PERSONNEL FILES

A. The right to maintain discipline and efficiency of employees is vested exclusively in the District.

B. The District shall have the right to discharge or discipline any employee for cause, but in determining discipline, the District shall not transfer, reassign, reclassify or demote any employee for disciplinary purposes. The District shall be reasonable in determining "cause" in any particular case. The concept of "for cause" includes the principle of progressive discipline for minor offenses. However, the District shall retain the right to skip "steps" of progressive discipline depending upon the gravity of the situation. The imposition of one form of discipline for a certain offense is not to be considered a binding practice as to future cases involving the same or similar offenses.

C. The District shall notify the Union within five (5) working days after the issuance of a written reprimand.

D. The District shall notify the Union of the District's intent to suspend an employee. When suspension is contemplated, the last phase of the investigation process shall be a meeting wherein the employee and the Union Representative are informed of the allegations and given the opportunity to respond. The discipline may be postponed to allow for consideration of evidence the employee produced or further investigation of the employee's response.

E. The District may not discharge an employee for cause without first giving the employee and the Union written notice of a minimum of ten (10) working days prior to the action being taken.

The written notice shall include the following:

1. A statement that discharge is proposed and the specific charges.

2. Copies of any materials or documents upon which the proposed action is based.

3. A statement that the employee has ten (10) working days to meet with the District to discuss the proposed action.

The employee and a Union Representative shall meet with the District to review the charges and be given an opportunity to state their position as to whether there are true and reasonable grounds for the proposed action. The discipline may be postponed to allow for consideration of evidence the employee produced or further investigation of the employee's response.

F. In cases of contemplated discharge or suspension concerning misconduct which presents possible harm to persons or property or pending criminal charges which adversely and directly affect the District or substantially disrupts District operations, the District may immediately suspend the employee with pay upon giving the appropriate notice in Sections (D) and (E) above.

G. Records of disciplinary action, excluding oral warnings, will be retained in the employee's official personnel file for a one-year period, unless other disciplinary action occurs. If one year has passed without any further discipline, the disciplinary record will be removed from the personnel file. After removal from the personnel

file, subsequent infractions or behaviors similar or related to the prior years' disciplinary record will cause the record to re-enter the file. Formal periodic evaluations are exempt from any removal requirement.

The employee shall have access to his or her personnel file and the employee's representative shall also have access upon prior written authorization of the employee. An employee may insert into the personnel file a rebuttal statement which is directly in response to written reprimands or other negative commentary in the file.

H. Any record of discipline not previously provided to the employee will not be used as a basis for subsequent progressive discipline.

ARTICLE 37 – GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1 - GRIEVANCE PROCEDURE

A. The purpose of the Grievance Procedure shall be to settle all grievances between the District and the Union or a represented employee as quickly as possible to ensure efficiency and promote employee morale. Should any employee, group of employees, or the District feel aggrieved as a result of the interpretation or application of this Agreement, including the claim of unjust discrimination or any matter or condition affecting health and safety beyond those normally encountered in all phases of normal work requirements, adjustment shall be sought in accordance with the following provisions.

B. In order to promote harmony, the Union and the District agree that an employee shall first discuss matters in dispute with the immediate supervisor prior to the actual filing of a written grievance. Such discussions may include a Union Steward, should the employee so desire, and should take place as soon as possible after the event giving rise to the dispute or disagreement.

Step 1: If the matter is not resolved informally, within three (3) working days from the date of informal discussion with the immediate supervisor(s), but not later than eight (8) working days after the act or omission giving rise to the grievance or the date the employee could reasonably be expected to discover the act or omission giving rise to the grievance, the Union Representative shall present the grievance, in writing, to the next level of management in the department. The member of management or his representative shall arrange for such meetings with the Union and make such investigations as are necessary. Management shall respond in writing to the aggrieved within ten (10) working days of their receipt of said grievance. If the response does not resolve the grievance, it may proceed to Step 2.

Step 2: Within three (3) working days from receipt of the Step One written response from Management, the Union Representative shall present the grievance, in writing, to the Director or designee accompanied by

all correspondence and existing evidence on the matter. The Director or designated representative, after consultation with the aggrieved employee and/or Union Representative, will then make a determination within ten (10) working days from the date of submission to him.

Step 3:

If the grievance is not settled in Step Two, the written grievance must be presented to the General Manager or designee within five (5) working days after the Step Two written response. Within five (5) working days from the date the General Manager or designee receives the grievance, the General Manager or designee will hold a meeting with the grievant and the Union Representative to review and discuss the grievance. Within five (5) working days following completion of this meeting, the General Manager or designee shall give a written reply to the Union (with a copy to the grievant), and such reply shall terminate Step Three.

SECTION 2 - ARBITRATION

A. If a grievance has not been satisfactorily resolved at Step Three, a written intent of notice to arbitrate must be filed with the Human Resources Director or designee by the Union within five (5) working days of receipt of the Step Three response.

B. The parties may participate in mediation with a mediator from the Federal Mediation and Conciliation Service to attempt to resolve the dispute by mutual agreement.

In the event the District and Union Representative cannot agree within five (5) working days after the receipt of the "Notice" to arbitrate, the parties shall jointly request the Federal Mediation and Conciliation Service for the names of five (5) arbitrators experienced in the field to be arbitrated. One arbitrator shall be selected by alternately striking names from the list and the dispute shall be submitted to the arbitrator then remaining. The party to strike first shall be determined by lot. Such arbitration shall be under the rules of the Federal Mediation and Conciliation Service, or the American Arbitration Association as prescribed by the arbitrator selected.

B. The Arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement or to rule on any matter after this Agreement terminates.

C. The Arbitrator retains jurisdiction for a period of 120 calendar days from issuance of an award for the limited purpose of clarifying or interpreting the award. Either party, after first having requested the participation of the other party for a joint request, may unilaterally request clarification or interpretation within 60 calendar days of the date the award was issued. The non-moving party then has 15 calendar days to submit any information it wishes to provide for the Arbitrator's consideration. Each party must simultaneously provide to the other party copies of any communications or information submitted to the Arbitrator.

D. If the Arbitrator finds that the District has discharged an employee without cause and orders reinstatement with back pay, all earnings received by the employee and all wages for any comparable employment refused by the employee shall be credited against back pay. The employee will provide such evidence regarding the aforementioned terms as is required by the District.

E. The arbitrator's decision shall be final and binding, and the losing party, as to all issues submitted for resolution, shall pay the fee and related expenses of the arbitration. The parties shall bear their own expenses for attorneys, court reporters, and other related arbitration expenses.

SECTION 3 - TIME LIMITS

Grievances not filed, processed, or responded to within the time limits set forth above and not extended by agreement in writing, shall be deemed waived or admitted, and the grievance shall be irrebuttably presumed denied or sustained, as the case may be. However, in no instance will a grievance remedy be implemented that is not consistent with or directly related to a term or condition of this Agreement. Additionally, any grievance waived or admitted through this "default" provisions will NOT be considered precedent setting and will have no significance in future matters of same or similar nature.

In computing time limits in this article, "working day" shall be defined as a day District main offices are open for business.

Any time limits in this article may be extended by mutual written consent.

SECTION 4 – WRITTEN NOTICES

Any references in this agreement to the requirement for a written response will be agreed to include the use of electronic mail (e-mail) for that purpose. The Employer and Union will provide either party with the official email contact(s) that will be utilized. It is the responsibility of both parties to update the other of any change in the official e-mail recipient(s).

ARTICLE 38 – CHECK-OFF

A. The District agrees to deduct from the paycheck of each employee within the bargaining unit who has signed an authorized payroll deduction card, such amount as has been designated by the Union as Union dues and initiation fees and is so certified to the District, in writing, the current rate of membership dues. The District will be notified of any change in the rate of membership dues 30 calendar days prior to the effective date of such change.

B. Such funds shall be remitted by the District to the Treasurer of the Union within 15 calendar days after such deductions. The employee's authorization for such deduction is revocable subject to the conditions outlined on the check-off authorization or upon termination of employment.

C. The Union agrees to indemnify and hold the District harmless against any and all claims, suits, orders, or judgments brought or issued against the District as a result of any action taken or not taken by the District under the provisions of this Article.

D. The District will not be required to honor any monthly deduction authorizations that are delivered to the payroll section after the beginning of the pay period during which the deductions should start.

E. The Union agrees to refund to the District any monies paid to it in error on account of the payroll deduction provisions herein upon presentation of proper evidence thereof.

F. The employer agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck for all pay periods worked. The phrase “periods worked” excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to: National D.R.I.V.E., P.O. Box 758637, Baltimore, MD 21275.

Send on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee’s social security number and the amount deducted from the employee’s paycheck. No such authorization shall be recognized if in violation of State and Federal law. No deductions shall be made which is prohibited by applicable law. Further, the Union will provide a copy of the employee’s authorization for deduction to D.R.I.V.E.

ARTICLE 39 – UNIFORMS

A. Certain job classifications at the District have been identified for uniforms. When an employee is in a job classification that requires a uniform, the employee is expected to report to work in a fresh uniform each day. Laundry service, repair, and replacement is available for District provided uniforms with each employee being responsible for bringing in soiled uniforms on "laundry day" so that fresh uniforms are always available. Employees may also launder their own uniforms. Employees shall use prudent care not to carelessly damage uniforms.

The style, or type, of uniform to be worn varies according to job classification and weather conditions. In addition to the uniforms, District insignia T-shirts may be worn. Additionally, employees have the option of wearing blue jeans instead of the uniform pants. These will be at the employee's expense and must be of a quality to allow for a presentable appearance. Guidelines for exemption from wearing a uniform and shorts, particularly as applicable to "dress-down Thursday" will be developed through the Labor-Management process.

B. The District will provide insignia jackets for those employees whose regular duties require working outside. Proper laundering and care of these jackets shall be the responsibility of the employee. Replacement jackets will be issued based on

Manager approval, but not more frequently than every three (3) years, except when the need is due to unusual circumstances.

ARTICLE 40 – EDUCATION ASSISTANCE

Education Assistance is available to employees who enroll in approved classes offered by accredited institutions of higher learning or offered through recognized industry professional organizations for the purpose of either acquiring or maintaining professional certifications and which meet the criteria as established in this article.

A. **CRITERIA FOR REIMBURSEMENT**:

This program is not intended to finance degree programs or enhance an employee's personal growth and development other than as related to an employee's competencies and/or preparation for promotional opportunities within the District. Therefore, the definitions of "job-related" and "non-job-related" are relative to the opportunities and technology existing, or anticipated to exist, within the District.

1. "Job-related" is defined as increasing an employee's abilities, knowledge, and skills to directly improve performance in the present job or to enhance one's opportunity for jobs in their immediate line of progression.

2. Employees receiving a grade of C or better or, in those instances where grades are not given, the accompanying certification or certificate of successful completion will be reimbursed for 100% of the eligible costs/fees for an approved "job-related" course subject to the maximum allowable.

3. "Non-job-related" is defined as water-industry-related or related to a profession or career field existing at the District.

4. Employees receiving a grade of C or better or, in those instances where grades are not given, the accompanying certification or certificate of successful completion, will be reimbursed for 75% of the eligible costs/fees for an approved "non-job-related" course subject to the maximum allowable.

5. The maximum allowable reimbursement per employee for tuition, course fees and lab fees is 12 semester hours, or the equivalent thereof, per calendar year.

    a. Classes taken through institutions of higher learning (whether on-line or on-site) for which credit or semester hours are earned will be reimbursed at a rate not to exceed the applicable resident undergraduate or graduate rate in effect at UNLV for the semester when first enrolled.

    b. Education or training for which continuing education units (CEU's) or certificates are awarded will be reimbursed at the rate paid up to a

maximum equivalent to the dollar amount established through the undergraduate rate in paragraph (a) above.

B. **PROCESS FOR SEEKING REIMBURSEMENT**:

1. Prior to taking a course, the employee must complete the application for tuition reimbursement and receive the identified approvals. Reimbursement may be approved when applications are submitted after enrollment, but the employee is "at risk" as to meeting established criteria and/or receiving approval.

2. The employee shall submit the application to their immediate supervisor. Promptly thereafter the department head will forward the application to Human Resources with a recommendation for approval/denial. Human Resources will notify the employee as to whether the application has been approved/denied. Denial of approval is not grievable under the grievance resolution procedures of Article 37 of this Agreement. However, the employee may appeal the decision to the Director of Human Resources. The decision of the Director of Human Resources will be made after discussions with all parties to the previous decision. If the decision to deny is upheld, it shall be stated in writing to the employee; if approved, the application will be processed without further delay.

3. Upon completion of the course, the employee must present a grade transcript and a receipt for costs/fees to Human Resources in order to be reimbursed for each approved course.

C. **General Provisions**:

1. If the employee voluntarily separates employment for any reason within 12 months of receiving reimbursement as provided herein, the amount shall be deducted from the final paycheck.

2. If an employee receives Veteran's Administration benefits applied to the costs/fees of the approved course; the District shall not reimburse the employee for the amount paid by the Veteran's Administration. An employee who receives Veteran's Administration benefits for an approved course must notify Human Resources in writing when submitting their grade transcript and receipt for reimbursement.

3. The employee must arrange to attend the course outside of their work hours or receive approval to use annual leave.

ARTICLE 41 - STRIKES, LOCKOUTS AND PICKETING

A. There shall be no lockouts by the District, or strikes or suspension of work, slow-downs, or sick-outs, excluding bona fide illness, by the Union or by the employees. This Agreement is a guarantee by the parties that for its duration there will be no

lock-outs, strikes, suspension of work, slow-downs, or sick-outs, and that all complaints, grievances or disputes arising out of the interpretation or application of this Agreement will be settled pursuant to the grievance machinery. The Union shall not picket at District-owned and/or operated facilities.

B. Unless otherwise prohibited by federal or Nevada law, notwithstanding any other provision of this Article, it shall not be a violation of this Agreement, or cause of discharge or other disciplinary action, if an employee refuses to enter upon any property involved in a lawfully constituted picket line, sanctioned by the Union. The only exception to this shall be in cases of emergency or need to maintain essential services.

C. Nothing contained herein is intended to require performance of duties under circumstances in which there is a reasonable likelihood of injury to the employee.

ARTICLE 42 – MISCELLANEOUS

A. **MILEAGE** - The District shall reimburse employees at the maximum rate allowed as non-taxable under the IRS regulations for the required use of personal vehicles for District business.

B. **COPY OF CONTRACT** - The District will promptly furnish a copy of the contract to employees in the bargaining unit.

C. **COFFEE AND OTHER HOT BEVERAGES** - The District shall continue its current practices with respect to furnishing coffee and other hot beverages.

D. **BLOOD DRIVE** - The District shall make a reasonable effort to cooperate with the needs of employees in connection with their donations of blood during District-sponsored or authorized blood drives, including the provision of a reasonable rest/recovery period, if needed.

ARTICLE 43 – SAVINGS CLAUSE

It is understood and agreed that this Agreement is subject to all current and future applicable Federal and State laws and regulations. Should any valid federal or state law or final determination of any administrative agency or court of competent jurisdiction affect any provision of this Agreement, the provision or provisions so affected shall be made to conform to the law or determination, and otherwise this Agreement shall continue in full force and effect. It is agreed that in the event a provision of this Agreement is so judged to be invalid or unlawful, the District and the Union shall meet immediately and commence negotiations to modify and bring the invalidated provision into compliance. The parties hereto agree to refrain from initiating any legal action or taking individual or collective action that would invalidate Articles of this Agreement. This prohibition does not prevent either party from seeking to take legislative action that might alter or invalidate any Articles in this Agreement.

ARTICLE 44 – DURATION

A. Except as provided in Section (D) below, this Agreement shall remain in full force and effect until June 30, 2026 unless extended by mutual written agreement.

B. It is agreed that each party may select three (3) non-economic issues to reopen each year.

C. On or before February 1 of each year, either party may give notice of its desire to negotiate under the provision in Section (B) above. Such reopened items to become effective upon agreement, but not earlier than July 1 of the year during which the notice is given, and to remain effective until the end of the Agreement.

D. It is agreed that for the second (2nd) year (2023) of this Agreement, either party may select one (1) economic issue to reopen, up to two (2) for the third (3rd) year (2024), and up to three (3) for the fourth (4th) year (2025). Notice of the desire to negotiate under this provision shall be given anytime during the statutory notice period but in any event no later than prior to February 1, of the applicable year. The opportunities provided for by this paragraph are in addition to the Wage Adjustment reopener, included in Article 17, Paragraph C, herein.

E. It is agreed that any re-opener negotiations, including any cost-of-living wage adjustment re-opener, and any statutory impasse procedures will be limited solely to the items reopened for negotiation, and that all other terms and conditions of this Agreement shall remain in full force and effect for the entire duration hereof as provided in Section (A).

DATED: JULY 1, 2021

LAS VEGAS VALLEY WATER DISTRICT	**TEAMSTERS LOCAL UNION NO. 14**
By: The Board of Directors	**By: _____**
On: July 7, 2021	**On: _____**
	Date

APPENDIX A

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Custodian II	11
Electrical/Electronics System Technician I	25
Electrical/Electronics System Technician II	28
Facilities Maintenance Mechanic I	23
Facilities Maintenance Mechanic II	25
Fleet Mechanic I	23
Fleet Mechanic II	25
Fleet Service Worker I	11
Fleet Service Worker II	19
Groundskeeper I	11
Groundskeeper II	19
Lead Material Handler	25
Machinist	28
Maintenance Assistant I	10
Maintenance Assistant II	17
Material Handler I	21
Material Handler II	23
Operator I	23
Painter I	21
Painter II	24
Mechanical Systems Technician I	24
Mechanical Systems Technician II	27
Production Operator I	23
Production Operator II	27
Senior Planner Scheduler	29
Senior Operator	28
Treatment Operator Trainee	19
Treatment Operator I	23
Treatment Operator II	27
Utility Driver	11
Water Quality Lab Assistant	17
Water Quality Monitoring Field Specialist I	22
Water Quality Monitoring Field Specialist II	24
Water Quality Monitoring Coordinator I	22
Water Quality Monitoring Coordinator II	25

LETTER OF UNDERSTANDING

ALCOHOL AND SUBSTANCE ABUSE

The District and the Union are committed to providing a safe and healthy workplace that is free of the influence of alcohol and substance abuse and/or any illegal activity associated with such. The District has developed policies and procedures to carry forward the intent of this commitment and the Union has been involved in this process.

The policies and procedures are explicit, identify rights, authorities, mutual responsibilities and the consequences of abuse; ensure equitable treatment while safeguarding privacy, due process and confidentiality; and comply with the current Collective Bargaining Agreement, as well as applicable federal, state and local statutes and regulations.

It is the responsibility of the District and the Union to thoroughly communicate the policies and procedures to all employees and to encourage employees to seek help through an Employee Assistance Program. It is the District's responsibility to train and educate management employees in objective enforcement.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
LAS VEGAS VALLEY WATER DISTRICT
AND
THE TEAMSTERS LOCAL 14

This Memorandum of Understanding ("MOU") is entered into by the LAS VEGAS VALLEY WATER DISTRICT ("District") and the TEAMSTERS LOCAL 14 ("Teamsters") for the duration of the agreement beginning July 1, 2015.

In order to ensure that the bargaining unit has the information it needs to demonstrate fairness and that the proper process of the EPDS system is being utilized, the Teamsters and District have agreed to meet once every six months to review any issues that come up and discuss the ratings that have been given during that time period.

The District will provide EPDS data from the previous six months of for one member of the Teamsters along with its representative to discuss with the District.

LAS VEGAS VALLEY WATER DISTRICT

By: _____

Date: 6/3/15

TEAMSTERS LOCAL 14

By: _____

Date: 6/3/15

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SAVINGS CLAUSE *46*
SENIORITY *5*
SERVICE RECOGNITION *32*
SPECIAL LEAVE *32*
STRIKES, LOCKOUTS AND PICKETING *45*
TEMPORARY EMPLOYEES *22*
UNIFORMS *43*
UNION REPRESENTATION *2*

ATTACHMENT III
TEAMSTERS LOCAL UNION NO. 14
FISCAL IMPACT ASSESSMENT SUMMARY

Article Number	Article Title	No Change Item	Language Change Only	Cost/(Savings) Item
Preamble			X	
Article 1	Recognition	X		
Article 2	Effect of Agreement	X		
Article 3	Union Representation	X		
Article 4	Management Rights	X		
Article 5	Non-Discrimination	X		
Article 6	Labor/Management Committee		X	
Article 7	Safety			X
Article 8	Bargaining Unit Work	X		
Article 9	Seniority	X		
Article 10	Probationary and Qualifying Period	X		
Article 11	Classifications and Rates of Pay		X	
Article 12	Recruitment, Selection, Placement, Promotions and Transfers		X	
Article 13	Hours, Overtime and Premium Pay			X
Article 14	Part-Time Employees	X		
Article 15	Temporary Employees	X		
Article 16	Lunch and Break Periods	X		
Article 17	Cost-of-Living Adjustments			X
Article 18	Holidays	X		
Article 19	Annual Paid Leave (Vacation)		X	
Article 20	Family and Medical Leave	X		
Article 21	Court Leave	X		
Article 22	Sick Leave		X*	
Article 23	Bereavement Leave	X		
Article 24	Military Leave	X		
Article 25	Special Leave	X		
Article 26	Service Recognition	X		
Article 27	Industrial Injury	X		
Article 28	Group Health Insurance	X		
Article 29	Flexible Benefits Program	X		
Article 30	Family Care Program		X	
Article 31	Employee Assistance Program	X		
Article 32	Long-Term Disability Insurance	X		
Article 33	Pension-Retirement		X	
Article 34	Physical Examinations	X		
Article 35	Layoff and Recall Procedure	X		
Article 36	Discharge, Discipline, and Personnel Files	X		
Article 37	Grievance and Arbitration Procedure		X	
Article 38	Check-Off	X		
Article 39	Uniforms	X		
Article 40	Education Assistance	X		
Article 41	Strikes, Lockout and Picketing	X		
Article 42	Miscellaneous	X		
Article 43	Savings Clause		X	
Article 44	Duration		X	
Appendix A	Class Listing	X		
LOU	Alcohol and Substance Abuse Policy	X		
MOU	EPDS	X		
*	Universal change throughout the contract			

ATTACHMENT IV
TEAMSTERS LOCAL UNION NO. 14
FISCAL IMPACT SUMMARY

Article #	Article Description	New Benefit or Change in Benefit	Summary of New Benefit or Change in Benefit	Current Contract Cost	Year 1 Contract Cost/(Savings)	Cost or Percentage Increase/(Decrease)
13	Hours, Overtime and Premium Pay	Change	Increase shift differential for employees who work graveyard shift by 1% for a total of 6% for all hours worked.	$589,600	$5,896	1%
17	COLA	Change	All employees will receive a 2.3% wage increase effective the first full pay period in July.	$11,740,934	$270,042	2.3%

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM

June 1, 2021

Subject: Wage Adjustments for Non-Represented Employees
Petitioner: John J. Entsminger, General Manager
Recommendations: That the Board of Directors approve annual cost-of-living adjustments for non-represented employees to correspond with adjustments for represented employees under the proposed collective bargaining agreements effective July 1, 2021, through June 30, 2026, if approved.

Fiscal Impact:
If approved, payroll cost is estimated to increase by approximately $1,601,201 for Fiscal Year 2021/22, which is available in the District's Operating Budget.

Background:
Non-represented employees exist throughout the District. They include professional employees such as engineers, scientists, information technology staff, and hourly employees, as well as management.

Annual cost-of-living adjustments for represented employees, if approved under the proposed collective bargaining agreements with the District's four employee associations, will be calculated based on increases in the Consumer Price Index for Pacific Cities, West A as of March of each year. Upon approval, this item would provide the same cost-of-living adjustments over the next five years for non-represented employees.

This action is authorized pursuant to Section 9(1) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved this item.

Respectfully submitted:

John J. Entsminger, General Manager
JJE:DLJ:MEM:sm

AGENDA ITEM # **8**

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM

June 1, 2021

Subject: Presentation
Petitioner: Colby N. Pellegrino, Deputy General Manager, Resources
Recommendations: That the Board of Directors receive a presentation on Southern Nevada's water resources, water use, regional conservation initiatives, and water conservation programs and direct staff accordingly.

Fiscal Impact:
None by approval of the above recommendation.

Background:
Southern Nevada relies on the Colorado River to meet approximately 90 percent of the community's water demands. The Colorado River has been subject to ongoing and severe drought conditions for more than two decades, leading to water level declines that exceed 130 feet in Lake Mead. This year's Colorado River unregulated inflow has been among the lowest levels in recorded history and will likely result in a declared federal shortage, punctuating the need for the efficient use of limited water resources.

Despite significant strides made early in the drought, annual water use has been increasing in recent years. With threats like climate change affecting water supplies and projected demands increasing, water conservation remains the easiest and most cost-effective means to address water shortages. Water conservation is the entire community's responsibility and community-wide efforts are needed to ensure our region's water resources are used efficiently.

At this time, the Board is being asked to receive a presentation about our community's water resources, water use, and water conservation programs.

The office of the General Counsel has reviewed and approved this agenda item.

Respectfully submitted:

John J. Entsminger, General Manager
JJE:CNP:AMB:KH

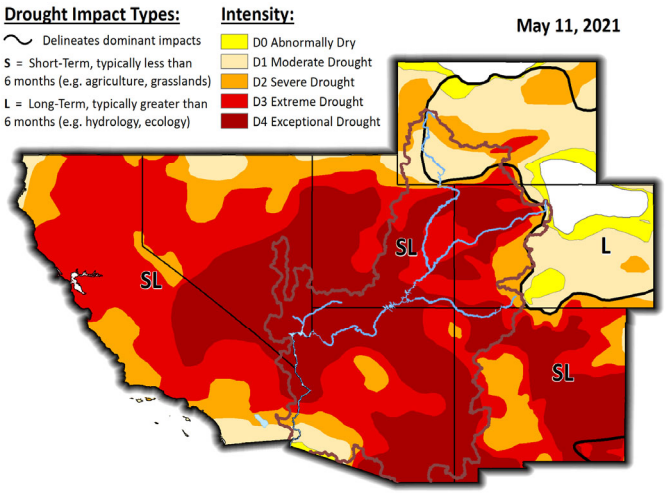
AGENDA ITEM # **9**

RESOURCE AND CONSERVATION UPDATE

LAS VEGAS VALLEY WATER DISTRICT

1

DROUGHT MONITOR



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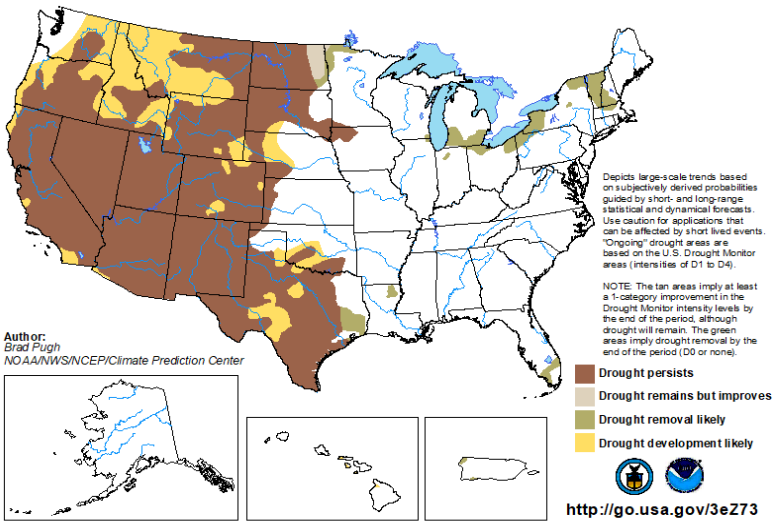
DROUGHT UPDATE



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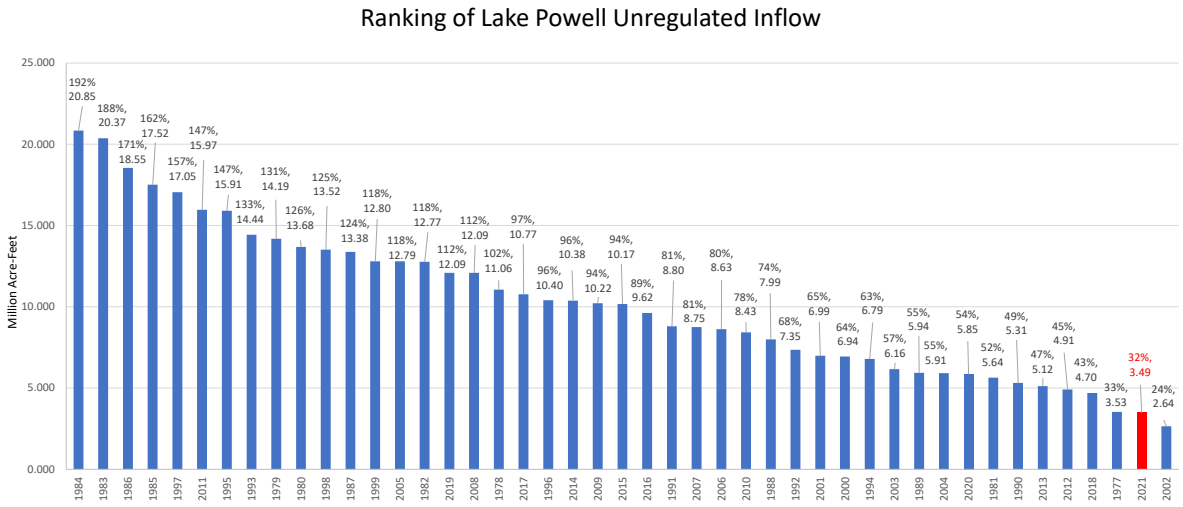
DROUGHT UPDATE



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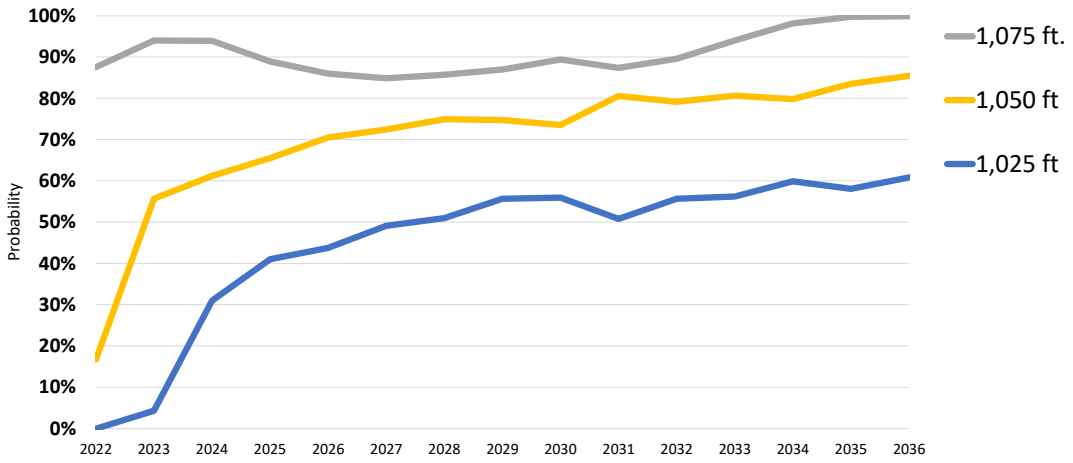
LAKE MEAD ELEVATION PROBABILITIES



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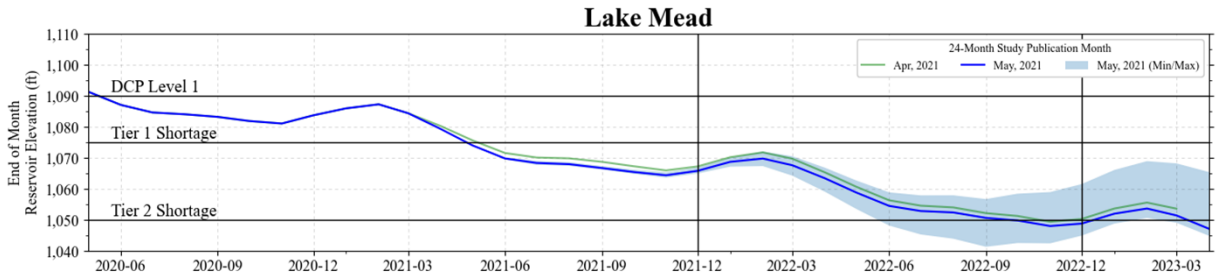
LAKE MEAD ELEVATION PROBABILITIES



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LAKE MEAD SHORTAGE LEVELS

Lake Mead Elevation	Shortage Reduction	Available
1,090+ feet	0	300,000 AFY
1,075 – 1,090 feet	-8,000 AF	292,000 AFY
1,050 – 1,075 feet	-21,000 AF	279,000 AFY
1,045 – 1,050 feet	-25,000 AF	275,000 AFY
1,025 – 1,045 feet	-27,000 AF	273,000 AFY
< 1,025 feet	-30,000 AF	270,000 AFY

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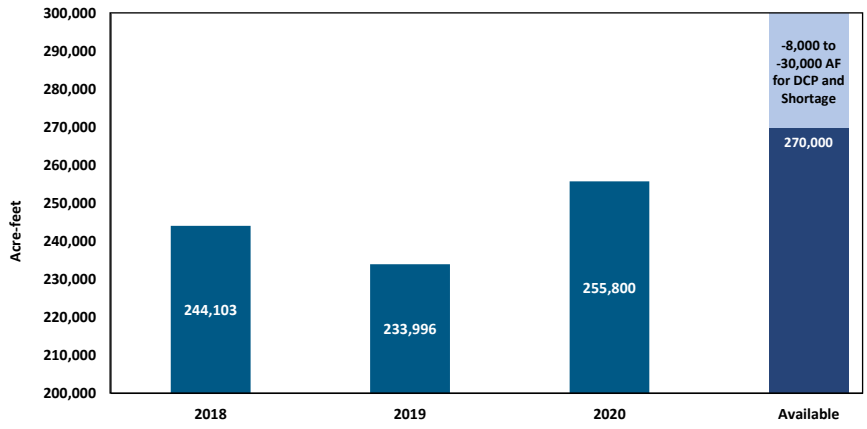
COLORADO RIVER WATER USE

Consumptive use is up significantly for 2020.
The current trajectory is not sustainable.



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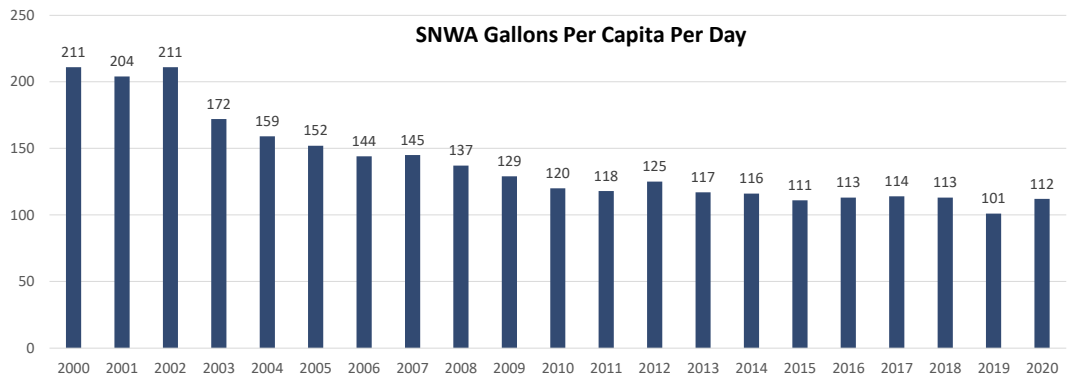
WATER USE

Conservation progress has stalled.



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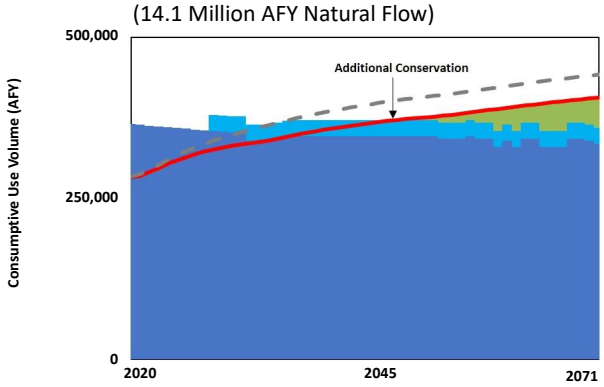
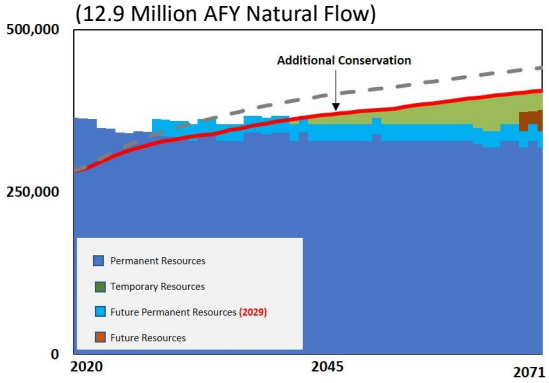
RESOURCE PLANNING

SNWA's Water Resource Plan considers scenarios with increased conservation efforts.

Dry Hydrology Scenario
(14.1 Million AFY Natural Flow)



Climate Change Hydrology Scenario
(12.9 Million AFY Natural Flow)



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Water conservation remains Southern Nevada's most effective means to maintain reliable water supplies.

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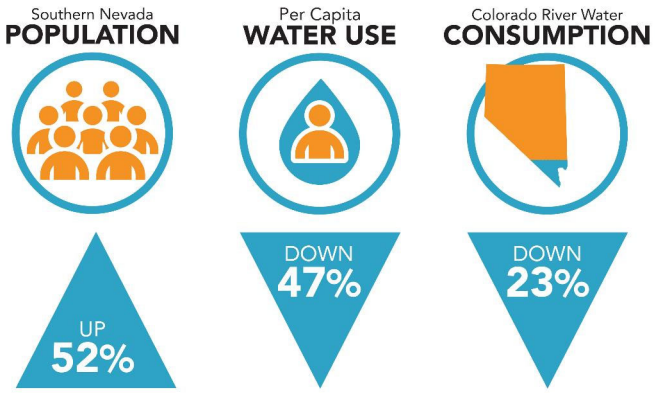
CONSERATION

Current conservation initiatives have achieved considerable water savings since 2002.



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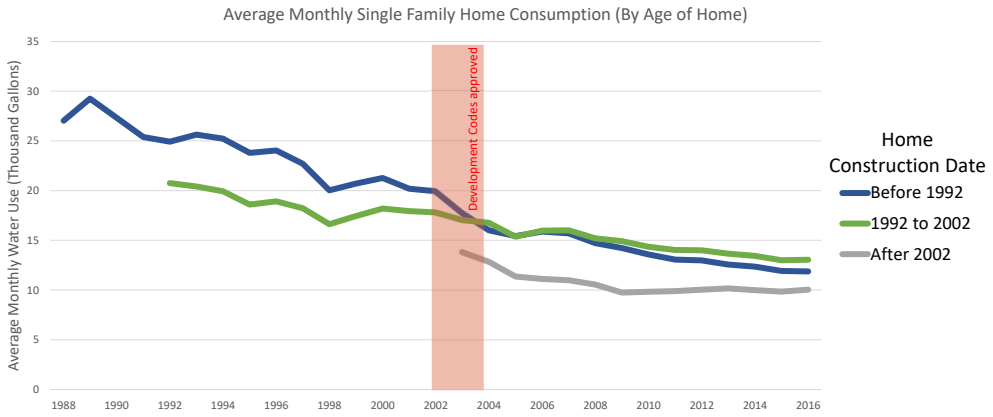
DEVELOPMENT REGULATIONS

The introduction of development regulations prohibiting turf in front yards and limiting to 50% of backyards made our community more sustainable.



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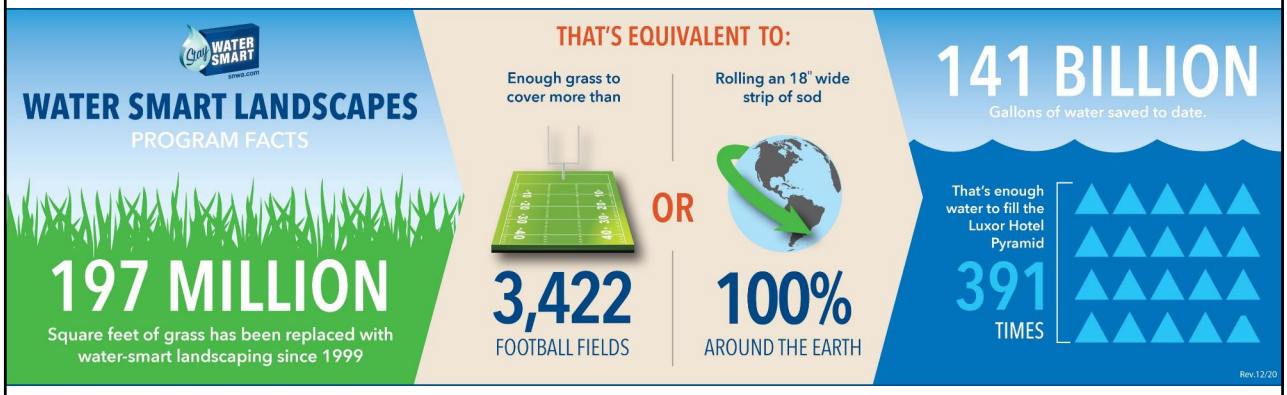
WATER SMART LANDSCAPES PROGRAM

The Water Smart Landscapes Program ensures our community's landscapes matches our desert environment and saves water.



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WATER WASTE

Water waste enforcement reinforces conservation restrictions to our customers.

LVVWD maintains 10 full-time employees providing 24/7 coverage of service area.

YTD Figures*:

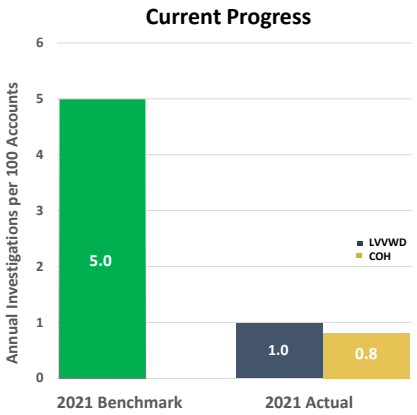
- 4,537 investigations
- 1,763 formal notices issued
- $113,120 fees assessed

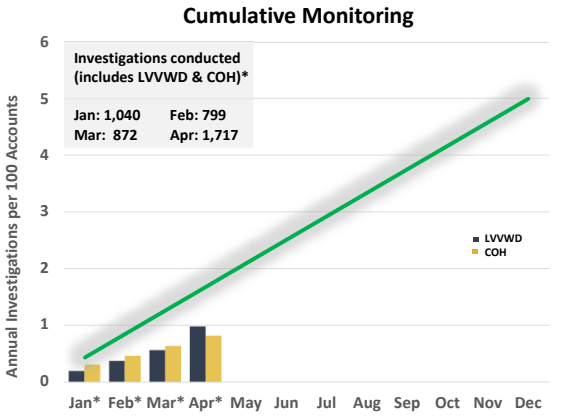
* Info current as of May 15

15

WATER WASTE

Water waste investigations are still trending below benchmark, but we are picking up pace with staffing additions.





* Participation affected by COVID-19 pandemic response

16

WATERING RESTRICTIONS

Mandatory watering restrictions ensure water is used efficiently.

An overall improvement in compliance of 15% could yield an estimated 16,000 acre-feet (5 billion gallons) per year of water savings.

17

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REBATES & INCENTIVES

Incentives reduce the cost of being more efficient.

SMART IRRIGATION CONTROLLER REBATE
$100 or 50% off purchase price (whichever less)

WATER SMART CAR WASH COUPONS
Dollars off car washes throughout the valley

SMART LEAK DETECTOR REBATE
$200 or 50% off purchase price (whichever less)

INDOOR WATER AND RETROFIT KITS
Free kits available to test efficiency of fixtures

18

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BUSINESS INCENTIVES

Businesses can reduce water use while saving money through SNWA Conservation programs.

The Water Efficient Technologies program offers rebates to businesses who install water-efficient devices and technologies.

- **Cooling tower retrofits**
- **Sport field conversions**
- **Custom technology incentives**

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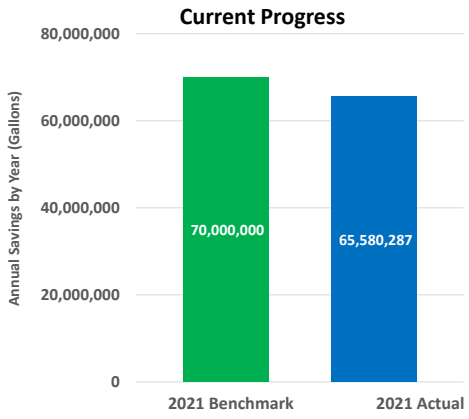
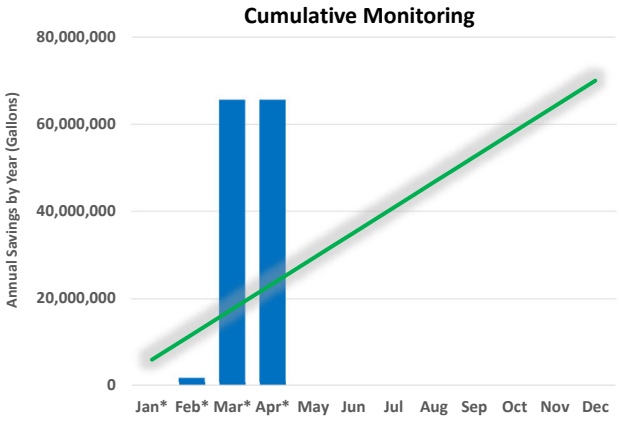
WATER EFFICIENT TECHNOLOGIES PROGRESS

WET program participants have already saved more than 65.5 million gallons of water.





* Participation affected by COVID-19 pandemic response

20

MARKETING

Marketing efforts remind customers to take action.

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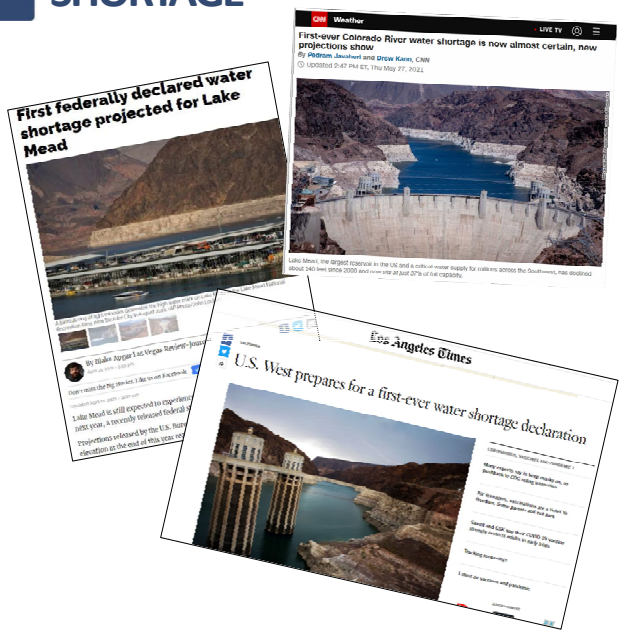
SHORTAGE



Impending water shortages punctuate the need to keep conserving.

22

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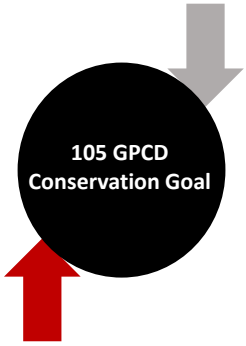
CONSERVATION

Warming climates and an aging system adds to the challenge.

Climate Change & Aging System

Increasing consumptive water demands due to warmer temperatures, drier soils lower precipitation, and increased system loss due to aging infrastructure.



Adaptive Management

Significant additional effort will be required to reduce consumptive water use to meet our conservation goal and maximize the availability of water supplies.

23

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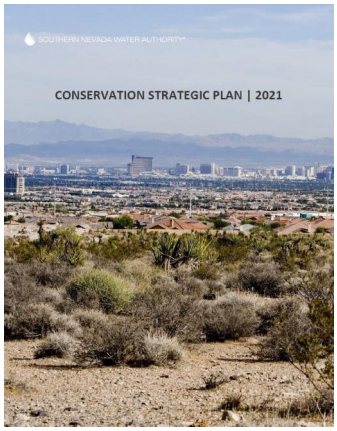
SNWA CONSERVATION STRATEGIC PLAN



The SNWA's Conservation Strategic Plan sets goals and priorities to reduce water use throughout the valley.

Consumptive Use Focus Areas:

- Non-functional turf
- New development
- Compliance with watering restrictions
- Cooling efficiency
- Leaks
- Asset Management

24

24

RECOMMENDATIONS

Last fall, the SNWA Board of Directors approved recommendations from an advisory committee on conservation-related initiatives to further drive down water use in Southern Nevada.

- Reduce existing non-functional turf
- Limit future installations of cool season turf in public spaces
- Implement smart controller technology to automate landscape compliance
- Implement advanced metering infrastructure
- Reduce losses from evaporative cooling
- Develop a Large Water Users Policy

25

25

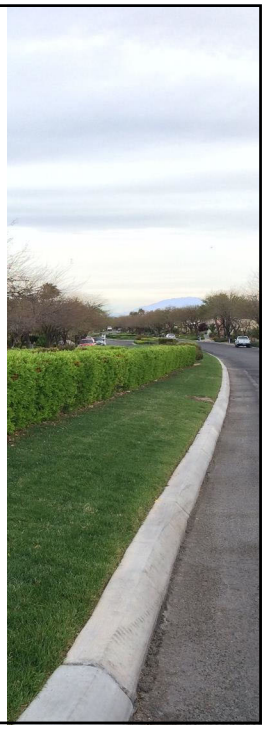
NON-FUNCTIONAL TURF

Unused turf is wasted water

(72 gallons per square foot used each year; 55 gallons wasted)

- **Medians**
- **Roundabouts**
- **Neighborhood entries**
- **Pocket parks**
- **Front yards**
- **Unused back yards**

Non-functional turf is aesthetic only and has no recreational value.



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NON-FUNCTIONAL TURF

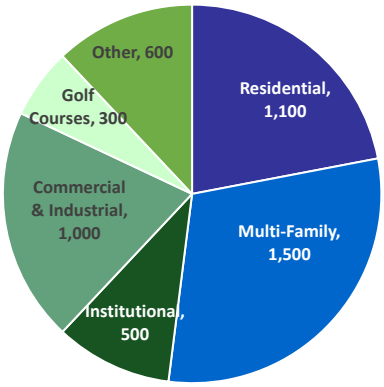
A new law passed during the 81st Legislative Session prohibits our community's water supplies from watering existing unused grass by 2027.

Single family residential homes excluded.

REMAINING NON-FUNCTIONAL TURF:
5,000 acres (218 million sq. ft)

POTENTIAL WATER SAVINGS:
12.2 billion gallons (37,400 acre-feet)

Non-Functional Turf Eligible for Removal (Acres)



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OTHER CONSERVATION EFFORTS

SEPTIC CONVERSION PROGRAM

Offering rebates for septic customers to abandon their septic systems and connect to municipal system.

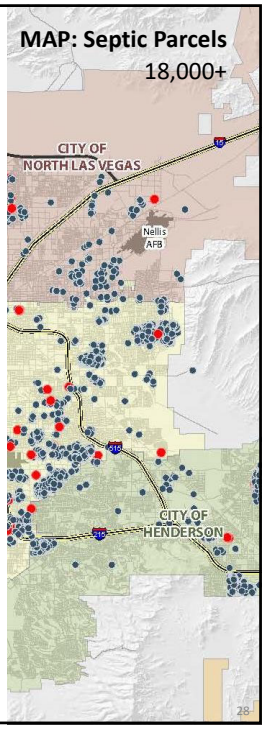
ARTIFICIAL TURF INCENTIVE

Offering cash incentives to install artificial turf instead of irrigated grass for functional recreational areas.

LARGE WATER USERS POLICY

Working with member agency planning representatives to develop a policy to address potential large water users before they develop.

MAP: Septic Parcels
18,000+



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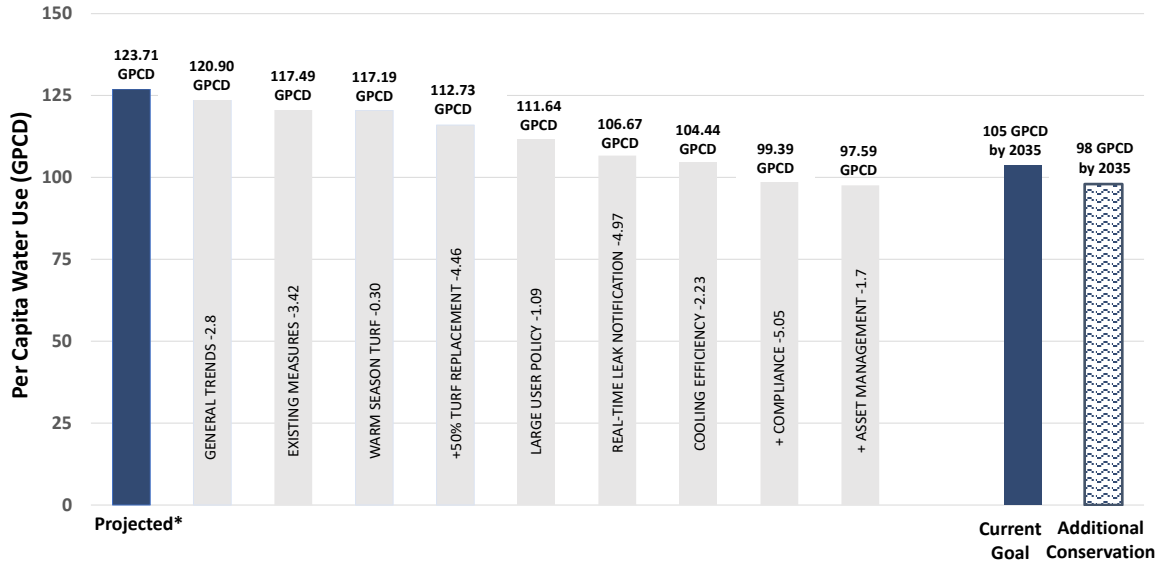
ACHIEVING THE CONSERVATION GOAL



*With climate change & system loss

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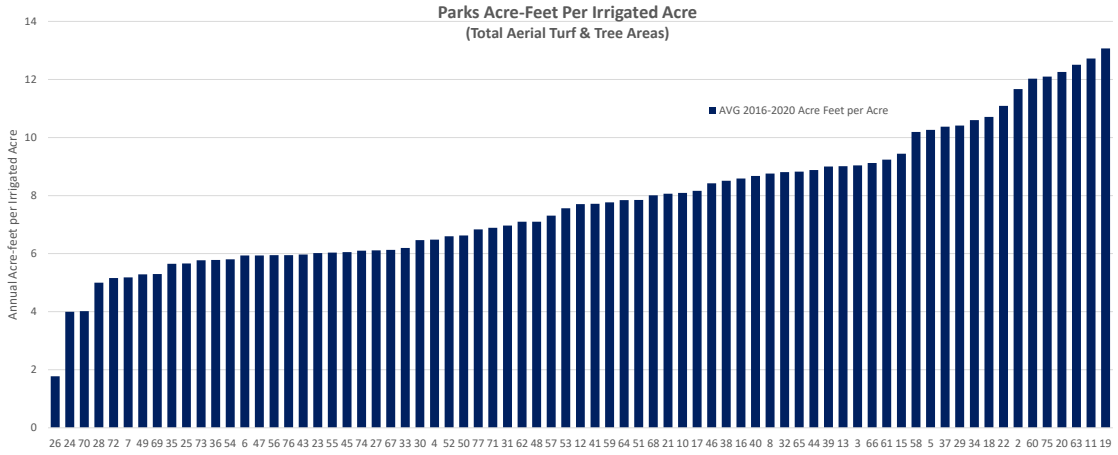
OPPORTUNITY: PARK WATER BUDGETS

Staff is evaluating the feasibility of implementing a water budget for parks.



Vegetative area determined from 2016 aerial data; information could change pending 2020 data

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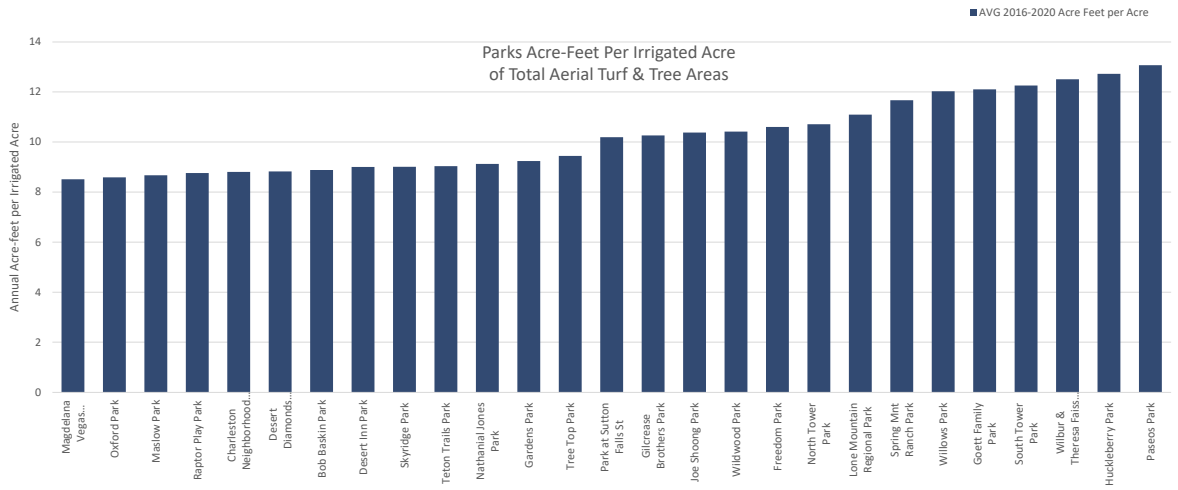
OPPORTUNITY: **PARK WATER BUDGETS**

Analyses indicate some parks are consuming more water than needed to maintain turf.



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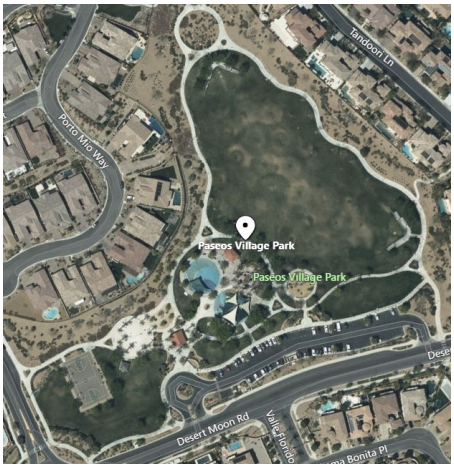
OPPORTUNITY: **PARK WATER BUDGETS**



PARK ACREAGE: 9.33 acres
WATER USE: 13.07 acre-feet per irrigated acre
ANNUAL IRRIGATION USE: 121.9 acre-feet per year

Water Use Per Acre-Foot Comparisons:

Paseos Park:	13.07 AF per irrigated acre
California Rice Patty:	5.10 AF per irrigated acre
Spanish Trails Golf Course:	3.89 AF per irrigated acre

RAINFALL:

Paseo Park:	156.8 inches per acre
Kauai:	41.2 inches of rainfall

Paseos park irrigation uses the equivalent of 3.8 times the annual rainfall in Kauai

32

OPPORTUNITY: **EQUALIZING SFR WATER THRESHOLDS**

A 2003 Advisory Committee recommended taking steps towards charging all residential customers the same rate for the same amount of water used, regardless of meter size.

Meter Size	Tier 1 Volume (1,000 Gallons)	Tier 2 Volume (1,000 Gallons)	Tier 3 Volume (1,000 Gallons)	Tier 4 Volume (1,000 Gallons)	Monthly Service Charge
Rate Per 1,000 Gal	$1.34	$2.39	$3.55	$5.27	
5/8"	0 – 5	5.01 – 10	10.01 – 20	>20	$11.57
¾"	0 – 6.8	6.81 – 13.5	13.51 – 27	>27	$13.32
1"	0 – 10.1	10.11 – 20.32	20.33 – 57.5	> 57.5	$16.82
1.5"	0 – 18.6	18.61 – 37.2	37.21 – 175.7	> 175.7	$25.58
2"	0 – 28.71	28.72 – 57.43	57.44 – 385.26	> 385.26	$36.10

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OPPORTUNITY: **EVALUATE NON-SFR TIERS**

Meter Size	Tier 1 Volume ($1.34/Kgl)	Tier 2 Volume ($2.39/Kgl)	Tier 3 Volume ($3.55/Kgl)	Tier 4 Volume (5.27/Kgl)	Monthly Service Charge
1"	0 – 12.5 Kgl	12.51 – 25 Kgl	25.01 – 75 Kgl	>75 Kgl	$16.82
1.5"	0 – 25Kgl	25.01 – 50 Kgl	50.01 – 250 Kgl	>250 Kgl	$25.58
2"	0 – 40 Kgl	40.01 – 80 Kgl	80.01 – 560 Kgl	> 560 Kgl	$36.10
3"	0 – 80 Kgl	80.01 – 160 Kgl	160.01 – 1,440 Kgl	> 1,440 Kgl	$64.15
4"	0 –125 Kgl	125.01 – 250 Kgl	250.01 – 4,000 Kgl	> 4,000 Kgl	$95.70
6"	0 – 250 Kgl	250.01 – 500 Kgl	500.01 – 12,500 Kgl	> 12,500 Kgl	183.34
8"	0 – 400 Kgl	400.01 – 800 Kgl	800.01 – 24,000 Kgl	> 24,000 Kgl	288.51
10"	0 – 575 Kgl	575.01 – 1,150 Kgl	1,150.01 – 40,250 Kgl	> 40,250 Kgl	411.20
12"	0 – 850 Kgl	850.01 – 1,700 Kgl	1,700.01 – 59,500 Kgl	> 59,500 Kgl	604.01

34

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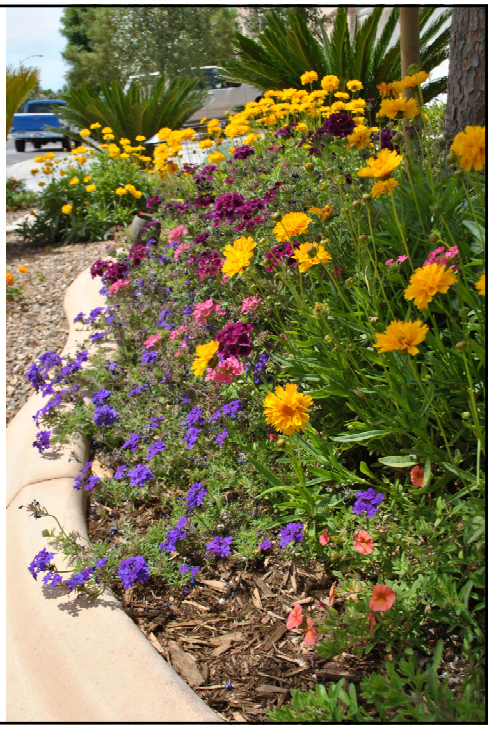
CURRENT PRIORITIES

Continue to drive down water use:

- **Convert non-functional turf**
- **Make new development as efficient as possible**
- **Ensure all wastewater is returned to Lake Mead**
- **Adhere to the watering schedule**
- **Address water waste**



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