

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**KINGSBURY GENERAL  
IMPROVEMENT DISTRICT**

**And**

**THE INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
STATIONARY LOCAL 39, AFL-CIO**

**July 1, 2022 to June 30, 2024**

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## COLLECTIVE BARGAINING AGREEMENT

**THIS AGREEMENT** is made and entered into by and between the **KINGSBURY GENERAL IMPROVEMENT DISTRICT**, hereinafter referred to as the “District”, and the **INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY LOCAL 39, AFL-CIO**, hereinafter referred to as the “Union”, and has as its purpose the promotion of harmonious labor relations between the District and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

WHEREAS, the District provides public services essential to the health, safety, and welfare of the residents of the Kingsbury General Improvement District; and

WHEREAS, the employees of the District recognize their responsibility to provide such public services to the community; and

WHEREAS, it is the duty of the District to negotiate in good faith with the employees who have voluntarily chosen to be represented by the Union which is a party to this Agreement, and it is the duty of the Union to negotiate in good faith with the District concerning wages, hours, and other terms and conditions of employment.

### ARTICLE 1 - RECOGNITION

1.1.1 The District recognizes the Union as the exclusive bargaining agent for employees in an occupation, which is included in the recognized bargaining unit. Occupations, which are included in the recognized bargaining unit, are listed in Appendix “B” to this Agreement.

1.1.2 The term “employee” or “employees” as used in this Agreement shall refer only to employees employed by the District who perform the functions of an occupation which is included in the recognized bargaining unit.

1.1.3 The term “full time employee” as used in this Agreement shall apply only to employees who are employed to work forty (40) hours or more per week.

1.1.4 The term “regular employee” as used in this Agreement shall apply only to full or part time employees other than seasonal employees. “Seasonal Employees” are employed full time for seasonal work, which is not, or cannot, be performed all year, and which is usually performed during specific seasons.

1.1.5 Nothing in this Article shall preclude any employee from exercising his/her individual rights under State and/or Federal Law.

1.1.6 The parties agree that the title of Supervisor does not currently meet the statutory definition for “supervisory employee” set forth in NRS 288.075, and therefore, it is allowable and appropriate for these employees to be included within the same bargaining agreement as

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non-supervisory employees. However, in the event that the duties for any of these positions change, both parties reserve the right to seek a determination from the Employee Management Relations Board concerning whether any, or all, of these positions come within the definition of supervisory employee set forth in NRS 288.075. In the event that the EMRB determines that any of these positions meet the statutory definition of supervisory employee, then the employees in these positions shall no longer be a part of this Agreement, but shall have a new Agreement immediately go into effect which incorporates the provisions of this Agreement, and thereafter, shall negotiate as a separate bargaining unit with a separate bargaining Agreement.

#### 1.1.7 District Personnel Policy

The parties hereby recognize and agree that the District has adopted Personnel Policies and may amend said policies from time to time. The parties further recognize and agree that this Agreement is supplementary to said policies and shall in no way be construed to incorporate the District's adopted Personnel Policies into this Agreement, with the exception of District Policy Performance Management and Disciplinary Actions (as amended).

### **ARTICLE 2 - EMPLOYEE RIGHTS**

2.1.1 Any employee employed in an occupation included in the bargaining unit has the right to the full benefits and protection provided by the expressed written terms of this Agreement, whether or not the employee is a member of the Union; except that an employee dismissed from employment while serving an initial probationary period shall not have the right to appeal such dismissal through the grievance procedure or disciplinary appeals process of this Agreement.

2.1.2 Every employee has the right to join or not to join the Union without intimidation, coercion or fear of reprisal by any party to this Agreement

2.1.3 The District and the Union recognize that employee personnel files should be maintained on a confidential basis. The General Manager or his/her designee shall supervise all access to personnel files. Only duplicate copies of personnel files may be removed from the Office for review. An employee, or an employee who has been terminated, his/her authorized representative, or the employee's supervisor, shall be permitted access to copies of the employee's or terminated employee's personnel files during working hours.

2.1.4 All items added to an employee's personnel file during the life of this Agreement shall be accompanied by the employee's acknowledgment of such entry. The employee's supervisor and the District's General Manager will review all items intended for placement into the employee file, and the supervisor will present the employee a copy of the item, and a form to be signed by the employee, indicating that the employee has knowledge of the entry of the item in the personnel file. The form shall contain a space for any employee comments, and for the employee's signature. The supervisor will forward said materials to the office for filing in the employee's personnel file. In addition, the employee may, within twenty (20) days, prepare a

document in rebuttal to, or explanation of, the original entry, and such rebuttal or explanation shall then be appended to the original entry and made a part of the personnel file.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

3.1.1 All rights, functions and responsibilities of the District not specifically modified or limited by the express written terms of this Agreement, shall remain the vested right of the District. Included in the rights specifically retained by the District and established pursuant to NRS 288.150; including but not limited to: the right to direct the work force and to assign the work to be performed; to select and determine the number of any type or classification of employees required; to hire, promote, and lay off employees for lack of work or lack of funds; and to suspend, discipline and terminate employees for just cause. In exercising these rights the District will comply with all applicable provisions of this Agreement, or of State and Federal Law, and will not transfer or assign employees as a form of discipline.

3.1.2 The District reserves the right to determine the appropriate staffing levels, the work schedules and the content of the work day, the quality and quantity of services to be offered to the public, the means and methods of offering those services, as may be necessary for the safety of the public and the efficiency of its operations.

3.1.3 Notwithstanding the provisions of this Agreement, the District has the right to take whatever actions that may be necessary to carry out its rights and responsibilities in situations of emergency, such as riot, military action, natural disaster, or civil disorder. Nothing contained herein shall affect the rights, which the District may have under law.

3.1.4 The purpose of this Article is to establish the chain of command. The corresponding chain of command is that the Operators and Street Maintenance Specialist shall report to the Operations Superintendent, the Clerical Staff shall report to the Business & Contracts Manager.

### **ARTICLE 4 - UNION RIGHTS**

#### **A. Union Dues**

4.1.1 The District agrees to deduct from the wages of each Union member and remit to the Union the authorized deduction for Union Dues, assessments and per capita payments. Such authorized deductions must be individually and voluntarily executed in writing by the employee in a format agreed upon by the District and the Union (see Appendix "A" to this Agreement). Such authorized deductions may be executed at any time during the life of this Agreement to become effective on the first full pay period following a five (5) day period after receipt of said document by the District.

4.1.2 The total amount to be deducted for Union dues, assessments and per capita will be that amount as designated periodically by the Union. Said deductions shall be withheld in two equal installments from the first two pay periods of each month.

4.1.3 Such authorized deductions shall remain in full force and effect during the life of this Agreement, unless canceled in a certified letter signed by the employee. Such cancellation may only be made during a fifteen (15) day period ending on June 30 of any year.

4.1.4 The employee's earnings must be regularly sufficient after required deductions are made, to cover the amount of said deductions. When the employee's wages are not sufficient to cover the full employee withholding, no Union deductions will be made.

4.1.5 The District will not honor any check-off authorizations executed by any employees covered by this Agreement in favor of any other labor organization or organization representing employees as long as the Union is the recognized bargaining agent for said employees; nor honor any check-off authorization from anyone who is not employed in an occupation which is part of the recognized bargaining unit. The Union will not use check-off authorizations as a substitute for authorization by anyone not covered by the bargaining unit, to be represented by the Union.

4.1.6 The Union 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 any action taken by the District in reliance upon any dues deduction authorization cards submitted by the Union to the District. The Union 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.

## **B. Union Representation**

4.2.1 The District recognizes and agrees to deal with the designated Stewards and Representatives of the Union with respect to all grievances regarding the interpretation and/or application of the express written terms of this Agreement.

4.2.2 The Union will furnish the District with the names of any officers, representatives, and the designated Stewards immediately after their designation, election, or appointment. Stewards will not be recognized by the District until such a list is received in writing by the General Manager.

4.2.3 At the request of the Union or the Stewards, the Stewards may be allowed reasonable time off (release time), not to exceed ten (10) straight time hours per Steward per fiscal year, without loss of pay to represent the Union at meetings with the General Manager or his/her designee, or to attend negotiation meetings in the Tahoe Basin. Such release time shall be during normal working hours, when the Stewards are present and available for duty. In addition, the General Manager will not unreasonably deny release time for up to an additional ten (10) hours per year per Steward, as needed.

4.2.4 At the request of the Union the Stewards will be granted an excused absence from work to participate in Union activities away from the workplace. Such excused absences will be granted by the General Manager when work schedules permit, but will not be unreasonably

denied. Such excused absences will be without pay, unless otherwise agreed to between the Union and the District.

## **ARTICLE 5 - DISCRIMINATION**

5.1.1 No longer covered under this agreement.

## **ARTICLE 6 - STRIKES AND LOCKOUTS**

6.1.1 The District agrees that it will not lockout its employees.

6.1.2 The Union agrees that neither it, nor its officers, employees, or members will engage in, encourage, sanction, or support a strike, work stoppage, boycott, slowdown, mass resignation, mass absenteeism, picketing, or any other actions which would involve suspension of, or interference with, the normal work of the District, for any reason whatsoever.

## **ARTICLE 7 - DISCIPLINE AND DISCHARGE**

### **A. Purpose**

7.1.1 The purpose of this Article is to provide for an equitable and expeditious manner for the resolution of disputes arising from the imposition of discipline.

7.1.2 The District agrees that no employee will be disciplined or discharged without just cause.

### **B. Employee Representation**

7.2.1 Any employee who has reason to believe that discipline will result from a discussion with his/her supervisor, or with the General Manager, shall have the right to request and be provided with Union Representation during the discussion. When requested, the District shall make arrangements for the desired representation.

### **C. Reprimand Review**

7.3.1 Verbal and written reprimands shall only be subject to review through the immediate Supervisor or his/her designee, and shall not be subject to arbitration. The District may, at its option, require the attendance of a witness during any meeting with the subject employee.

If the employee is not satisfied with the response of the immediate Supervisor he/she may request a review with the General Manager. Upon completion of the review, the Supervisor/General Manager may withdraw, affirm, or modify a verbal or written reprimand. Within thirty (30) calendar days of the final disposition by the Supervisor/General Manager or his/her designee, the affected employee may submit a written statement responding to the reprimand and such statement shall be included in the employee's official personnel file(s).



Such written response shall remain in the official personnel file for as long as the reprimand remains in the file.

#### **D. Suspension or Discharge Hearing**

7.4.1 Any regular employee being suspended without pay or discharged shall not be removed from the payroll until after the completion of a hearing before the General Manager. The purpose of this hearing is for the employee to respond to the specific charges, and to present evidence on his/her behalf. The employee will have the right to be represented at this hearing by a Union Representative.

#### **E. Right of Appeal**

7.5.1 An employee who has been suspended without pay or discharged, or the Union Representative, shall have the right within ten (10) days after the suspension without pay, or the discharge, to appeal such discipline starting with Step 2 of the Grievance and Arbitration Procedure of this Agreement.

### **ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE**

#### **A. Purpose**

8.1.1 This Grievance and Arbitration Procedure shall be used to process and resolve grievances arising under this Agreement. The purpose of this procedure is to resolve grievances informally at the lowest possible level; to provide an orderly procedure for reviewing and resolving grievances promptly.

#### **B. Definitions**

8.2.1 A “grievance” is a dispute by one or a group of employees, or a dispute between the Union and the District involving the interpretation, application, or enforcement of the express written terms of this Agreement.

8.2.2 As used in this procedure, the term “party” means an employee, the Union or the District.

8.2.3 As used in the Agreement, the term “day” is defined as a calendar day.

8.2.4 As used in this Agreement, the term “working day” is defined as a regular work day, Monday – Friday, excluding holidays listed in Article 12.

#### **C. Time Limits**

8.3.1 Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in this grievance procedure, but with the written consent of all parties the time

limitation for any step may be extended. If the grievant fails to respond within the specified or extended time limits, the grievance will be dismissed.

#### **D. Representation**

8.4.1 A grievant and his/her Steward, at the request of the grievant, may attend any grievance proceeding while on duty, without loss of pay. The grievant may be represented at any step of this grievance procedure by the Union Representative.

#### **E. Response**

8.5.1 If the District fails to respond to a grievance within the time limits specified for that step, the grievance shall be deemed denied at said step, and the grievant shall have the right to appeal to the next higher step. At each step of this grievance procedure, a copy of the decision shall be sent to the grievant and the Union Representative.

#### **F. Grievance Steps**

##### **Step 1 – Informal Discussion**

8.6.1 The grievance of an employee shall initially be discussed with the grievant's "immediate supervisor." Within ten (10) workdays, the immediate supervisor shall give his/her decision or response. If the immediate supervisor fails to respond to the informal grievance within ten (10) workdays, the grievant shall have the right to initiate a formal grievance no later than ten (10) workdays after the event or circumstances occasioning the grievance.

##### **Step 2 – Formal Grievance**

8.6.2 (1) If the Union or the grievant is not satisfied with the decision rendered pursuant to Step 1, or if the grievant's immediate supervisor fails to respond to the informal grievance, he/she, or the Union Representative, may appeal in writing within ten (10) workdays to the General Manager. Within ten (10) workdays of receipt of said appeal, the General Manager will examine the relevant evidence and schedule a meeting with the aggrieved employee and the Union Representative for the purpose of resolving the grievance.

8.6.2 (2) The General Manager shall, within ten (10) workdays of the meeting, render his/her decision and reasons therefore in writing to the aggrieved employee and the Union.

##### **Step 3 – District Board of Trustees**

8.6.3 If the Union or the grievant is not satisfied with the decision rendered pursuant to Step 2, he/she or the Union Representative may appeal the decision in writing, accompanied by all pertinent documents, within ten (10) workdays to the Board of Trustees of the District. Within ten (10) workdays the Board of Trustees of the District will examine the relevant evidence and schedule a meeting with the aggrieved employee and the Union Representative for the purpose of resolving the grievance. The Board of Trustees of the District shall, within ten (10) workdays of

the meeting, render a decision and its reasons therefore in writing to the aggrieved employee and the Union.

#### **Step 4 – Arbitration**

8.6.4 If the Board of Trustees of the District fails to respond in writing as provided in Step 3, or if the response is not satisfactory to the grievant, only the Union shall have the right to refer the matter to binding arbitration. Such referral shall be made by written demand submitted to the General Manager within ten (10) workdays of receipt of the decision of the Board of Trustees, or of the Board's failure to make a timely response.

#### **G. Selection of Arbitrator**

8.7.1 Within ten (10) workdays after written notice of submission to arbitration, the District and the Union may agree upon a mutually acceptable arbitrator who is experienced, impartial, disinterested and of recognized competence.

8.7.2 If the parties are unable to agree upon an arbitrator, a request for a list/panel of arbitrators shall be made to the Federal Mediation and Conciliation Services (FMCS) by the grievant. Thereafter, the parties shall meet and confer regarding the list/panel of arbitrators, and shall strike names until an arbitrator is selected. The grieving party shall strike the first name.

8.7.3 Costs and expenses of arbitration shall be borne equally by the parties; however, each party will pay their own expenses in preparation for any arbitration hearing. Any hearing(s) held by the arbitrator shall be in closed session and no news releases shall be made concerning progress of any hearing(s).

#### **H. Arbitrator's Decision Binding**

8.8.1 The decision of the arbitrator shall be final and binding.

8.8.2 The arbitrator shall have no authority to add to, delete, or alter any provisions of this Agreement, but shall limit his/her decision to the application and interpretation of its expressed written provisions.

#### **I. Witness Use**

8.9.1 Prior to the arbitration hearing, the Union shall furnish the District with a list of witnesses it desires to call who would be otherwise working. The parties will be reasonable in the scheduling of time off to accommodate both the operations of the District and the grievant's fair hearing. The District will assume no overtime liability as a result of a grievant's or witnesses testimony.

#### **J. Expedited Arbitration**

8.10.1 The District and the Union will use expedited arbitration when agreed to by both parties.

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8.10.2 Expedited arbitration shall include an agreed upon statement of facts and any stipulations between the parties submitted to the arbitrator at least ten (10) workdays prior to the hearing, and a requirement that the arbitrator selected render a decision within fourteen (14) days of the conclusion of the hearing.

8.10.3 Either party to an expedited arbitration hearing shall have the right to have the hearing transcribed by a court reporter. Both parties shall be entitled to copies of the transcript, the cost of which will be shared equally. In addition the parties may agree to waive the use of post hearing briefs.

## **ARTICLE 9 – HOURS OF WORK AND OVERTIME**

### **A. Hours of Work**

9.1.1 Employees of the District will normally work eight (8) hours per day, five (5) days per week, forty (40) hours per week, fifty-two (52) weeks per year, including authorized absences with pay.

9.1.2 A workday is one twenty-four (24) hour period commencing at midnight inclusive of two (2) rest periods, but exclusive of meal periods. Such rest periods shall not be scheduled within one (1) hour of the employee's starting time, quitting time, or meal breaks, unless otherwise agreed to by the District and the Union. All employees normally shall be allowed a lunch period of one-half (1/2) hour, which shall be generally in the middle of the work shift.

9.1.3 Employees working a five (5) day, forty (40) hour week receive two (2) consecutive days off in the workweek unless otherwise approved by the employee and the District or due to a regular work schedule change. For the purpose of this Section, the employee's workweek shall commence with his first regularly scheduled workday.

9.1.4 When an employee is required by the District to attend training, the time spent in training (classroom training and/or compulsory homework assignments) shall be counted as hours worked. Training which takes place during off-duty hours with attendance voluntary is not considered hours worked.

9.1.5 Employees shall be given at least five (5) workdays written notice prior to a permanent change in their assigned hours of work, unless the change in assigned hours of work results due to an emergency or unless mutually agreed to by the District and the Union. Notwithstanding paragraph 9.1.1 above, employees may be assigned to work a modified workweek, subject to approval by the District and the Union.

9.1.6 Nothing contained herein shall be construed as limiting or preventing the District from establishing other work shifts when mutually agreed to by the District and the Union. That the District and the Union will develop and implement a "9/80" schedule for employees that provides adequate coverage for the District. The "9/80" reflects a schedule where the employee works 9 days and 80 hours in a two-week period.

## **B. Overtime and Compensatory Time**

9.2.1 The General Manager or his/her Designee may require an employee to work overtime.

9.2.2 Employees shall be compensated for all overtime worked.

9.2.3 Employees required to work in excess of eight (8) hours in a twenty-four (24) hour period or forty (40) hours per week shall be compensated for such overtime with pay at one and one-half (1.5) times the employees regular hourly rate, as calculated in accordance with the Fair Labor Standards Act, for each quarter (.25) hour or major portion thereof or, at the request of the employee and with approval of the department supervisor, by compensatory time off on the basis of one and one-half (1.5) hours off for overtime worked for each quarter (.25) hour or major portion thereof.

9.2.4 Employees working more than 3 hours of overtime in one continuous shift will have a meal purchased for their consumption.

9.2.5 Compensatory time off must be used within six (6) months of when it is earned. Unused compensatory time shall be cashed out on a semiannual basis the first pay period of January and July each year. The District will not be unreasonable in the scheduling of compensatory time off and will consider the employee's request and the operating demands.

9.2.6 Employees will receive a cash payment for all compensatory time earned but unused at the time of termination.

9.2.7 Absence with pay, including compensatory time off, shall be counted as time worked.

9.2.8 Employees who work overtime shall promptly and accurately report such time to their supervisor.

9.2.9 The District agrees to make a reasonable effort to distribute overtime equally among qualified employees in the same work unit, insofar as circumstances permit and unless the employee is on sick or other approved leave under this Agreement. If practical, the District agrees to make a reasonable effort in assigning overtime work to employees on a voluntary basis.

9.2.10 All overtime work will be assigned at the beginning of the workday whenever reasonable and practical.

9.2.11 Employees required to work on any holiday, except New Year's Day, Thanksgiving Day, Family Day, and Christmas Day, shall receive, in addition to straight time pay for the holiday, overtime compensation pay at one and one-half (1.5) times the employee's regular hourly rate for each quarter (.25) hour or major portion thereof.

9.2.12 Employees required to work on New Year's Day, Thanksgiving Day, Family Day, or Christmas Day, shall receive, in addition to straight time pay for the holiday, overtime

compensation pay at one and one-half (1.5) times the employee's regular hourly rate for each quarter (.25) hour or major portion thereof for the first eight (8) hours worked and shall receive overtime compensation at two and one-half (2.5) times the employee's regularly hourly rate for each quarter (.25) hour or major portion thereof worked over eight (8) hours.

**C. Standby, Snow Removal Standby, and Call Back Assignments**

9.3.1. **Snow Removal Standby:** Any employee who is required to remain on snow removal standby to deal with District issues by telephone shall be paid twelve and one-half percent (12.50%) of his/her base pay per hour for each hour assigned to standby. Any employee who is called in to work while on snow removal standby duty shall be compensated for such work performed at the appropriate overtime rate. The District will use personal consideration and professional courtesy when assigning standby.

9.3.2 Any employee on snow removal standby will be provided with a cell phone by the District for use and is to respond to call-ins within thirty (45) forty- five minutes of receipt. There shall be no personal calls on the District provided cell phone.

9.3.3 In the event no bargaining unit employee can be contacted to respond to a snow removal call-out, the District may utilize non-bargaining unit employees to respond without violating the contract. A log of such responses will be kept by the District for inspection by the Union.

9.3.4 **Standby:** Any Water Treatment/Distribution Operator who is required to remain on standby for emergency work shall be paid twelve and one-half percent (12.5%) premium of base pay per hour assigned to standby. Employees on sick or other approved leave under this agreement are not available for standby assignments or pay. Any employee called in to work while on standby duty shall be compensated for such work performed at the overtime rate.

Any Water Treatment /Distribution Operator who may be required to remain on standby for emergency work shall be able to respond to the District for emergencies within a reasonable period of time.

9.3.5 Water Treatment/Distribution Operators on standby will be provided with a laptop computer to be used by the Operator for necessary and required adjustments and for troubleshooting from the Operator's home. For the performance of this duty Operators on standby will be paid one hour's (1) pay at one and one-half (1.5) times regular pay per hour, as calculated in accordance with the Fair Labor Standards Act requirements.

9.3.6 Necessary and required adjustments and troubleshooting consist of responses to calls from the District answering service, or contact by the central computer. Other operational changes, adjustments, or corrections will be deemed necessary and required only if there exists a condition which requires response in order to correct or to avoid system malfunction, or when such action has been directed or approved by the Operations Superintendent. The Operator shall use his best judgment whether to make adjustments or corrections, subject to later approval by the Operations Superintendent, which shall not be unreasonably denied.

9.3.7 If necessary and required adjustments and troubleshooting cannot be performed from the Operator's home, and the at-home call assignment results in a call-in or call-back, then the Operator shall be paid pursuant to Section 9.3.9 below, starting from the time of the original at-home call assignment, in lieu of the one (1) hour "at-home call" pay, but not both.

9.3.8 If an Operator obtains approval from the Operations Superintendent to respond directly to the central computer without the use of the laptop computer, then adjustments and troubleshooting which could have been performed with the laptop computer will be paid at the same rate as other necessary and required functions, that is, at the rate of one (1) hour of one and one half (1.5) times hourly regular pay, as calculated in accordance with the Fair Labor Standards Act.

9.3.9 **Call Back Assignments:** A minimum of two (2) hours overtime compensation per call shall be paid to an employee who is called in to work, in addition to the standby pay to which such employee is entitled pursuant to paragraph 9.3.1. & 9.3.5 above, unless the call-back merges with the employee's regular shift. Additional call assignments started within the two (2) hour guaranteed minimum do not start an additional two (2) hour guaranteed minimum; however, the time worked beyond the two (2) hour minimum will be paid at the applicable overtime rate plus the standby time rate. All callback time shall be portal-to-portal and shall be paid at the applicable overtime rate.

## **ARTICLE 10 – COMPENSATION**

### **A. Base Pay**

10.1.1 Employees shall be paid the straight time rates of pay applicable to their classification as listed in Appendix C attached hereto.

### **B. Pay Periods and Pay Rates**

10.2.1 All employees shall be paid on the 15<sup>th</sup> and last day of each month. Compensation will include wages up to and including the 15<sup>th</sup> and the last day of each month of the pay period being completed.

10.2.2 FY 2023 (July 1, 2022 – June 30, 2023) – For fiscal year 2023, the base hourly rates of pay in effect on June 30, 2022, shall increase by five percent (5%). (This raise is retroactive to July 1, 2022).

10.2.3 FY 2024 (July 1, 2023 – June 30, 2024) – For fiscal year 2024, the base hourly rates of pay in effect on June 30, 2023, shall increase by three percent (3%).

### **C. Merit Increases**



10.3.1 During the term of this Agreement, each permanent employee will receive a formal performance evaluation completed by the District on or before May 31<sup>st</sup>.

10.3.2 In FY 2024 (July 1, 2023 - June 30, 2024) employees who received a standard/average or better evaluation in their May 31<sup>st</sup> evaluations will receive a two percent (2.0%) merit increase effective the first full pay period of the following fiscal year. Merit increases will be calculated using the employee's base salary as of the first pay period of the fiscal year in which it will be applied. For instance, if an employee receives a standard or better evaluation on his or her May 31, 2023 evaluation, he or she will receive a two percent (2.0%) merit increase which will be applied to his or her pay effective the first full pay period following July 1, 2023, and the increase will be calculated on his or her base rate of pay effective July 1, 2023. An employee who receives a below standard/average evaluation will receive no merit increase in the following fiscal year. An employee's evaluation is not subject to grievance under this Agreement. The merit benefit expires June 30, 2024, unless extended in writing by the parties.

10.3.3 A merit increase received by an employee impacts an employee's hourly rate for the contract year in question, but the increase does not impact that employee's base hourly rate reflected on the District's salary schedule, i.e., merit is not compounding from year to year.

#### **D. Compensation Administration – Probationary Period**

10.4.1 The General Manager or his/her Designee shall be responsible for compensation administration in accordance with the provisions of this Article. Employees defined in Appendix B hereto shall have a one (1) year probationary period. During the first six (6) months of employment, probationary employees shall be paid eighty percent (80%) of the appropriate rate. The next six (6) months of employment, probationary employees shall be paid ninety percent (90%) of the appropriate rate. After one (1) year, employees shall be paid one hundred percent (100%) of the appropriate rate. Employees promoted to a higher classification may be placed upon promotional probation at the sole discretion of the General Manager for a period not to exceed six months. This probationary period may be extended for an additional three months in the sole discretion of the General Manager. In the event other employee fails to meet the requirements of the promotional probation including any extension, the employee shall voluntarily demote to their former position if otherwise remains qualified for the position. If not qualified or does not voluntarily demote the employee will be terminated for failing the promotional probationary period. The employee filling the former position will voluntarily demote to his/her former position if otherwise remains qualified for the position or may be terminated if the employee is in his/her initial hire one (1) year probationary period.

#### **E. Base Pay Rate Upon Initial Appointment**

10.5.1 Upon initial appointment, the entry rate will be the minimum rate for the class of the position involved. In exceptional cases where an applicant for a position may have qualifications distinctly above and beyond the minimum qualification requirements for the class, or in cases where recruiting efforts have failed to fill a position at the minimum rate, the General Manager or his/her Designee may authorize entrance at a rate above the minimum rate. In cases of inability to recruit at the minimum rate, any current employee in positions of the same class



whose rates are below the rate established as entrance rate shall have their pay adjusted to the rate at which the position was finally filled.

#### **F. Compensation for “In Charge” Assignments**

10.6.1 A Grade II or higher Water Operator who is assigned in charge of another employee and/or the water system during regular working hours shall be paid a five percent (5%) premium when so assigned in place of the Operations Superintendent starting with the fifth (5<sup>th</sup>) hour of such assignment unless the Operations Superintendent is on a scheduled leave at which time the premium would begin with the first hour.

A Grade II or higher Water Operator who is assigned in charge of the water system and/or other employees outside of regular work hours shall be paid a ten percent (10%) premium when not on standby and a five percent (5%) premium when on standby. If this employee is in charge over two weeks continuously, this rate will increase to ten percent

(10%). An employee will return to his/her former rate of pay when the "in charge" assignment terminates.

#### **G. Selection for “In Charge” Assignments**

10.7.1 The selection of an employee to be in charge in the absence of the Operations Supervisor shall be made as follows:

a. **Step One** – The Operations Superintendent will post a notice for one (1) week seeking applicants who wish to be considered for in-charge duty in the absence of the Operation’s Superintendent. The posting shall include the duties which could be covered, such as monitoring, and directing other employees in the performance of their duties, and making decisions regarding emergency work to be performed.

b. **Step Two** – Any Grade II or above qualified employee wishing to apply will submit their name for consideration.

c. **Step Three** – The District shall select the employee through a selection process and notify the employee within one (1) week.

10.7.2 The in-charge selection process will take place once every six (6) months, with the selected person(s) to serve as needed during the following six (6) month period.

#### **H. “Lead” Assignments**

“Lead” assignments for Street Maintenance Specialist are defined as any employee providing direct oversight of one (1) or more co-workers. Any employee assigned as “lead” shall receive ten percent (10%) compensation above base pay. All “lead” assignments shall be paid for all hours worked in increments of one-half (½) hour when so assigned, with a minimum of one (1) hour “lead” compensation per assignment.

## **I. Special Skills Pay**

10.8.1 Each employee will receive additional compensation, from presentation of proof to the District, for the duration of this contract, as long as the employee maintains the special skill, for the following additional skills:

**One percent (1%) additional compensation per skill:**

- a. Backflow Tester certification only

**Two and one-half percent (2.5%) additional compensation per skill:**

- a. Commercial Driver's License, either Class A or B
- b. Cross Connect/Backflow Tester Certification and Specialist Certification
- c. Passing a course in Telemetry systems satisfactory to the District General Manager
- d. Grade III Water Treatment Certificate. Individual 2.5% incentives for Grade III Water Treatment Certificate and Grade III Water Distribution Certificate ceases when required for the Water Treatment/Distribution Operator III job description.
- e. Grade III Water Distribution Certificate. Individual 2.5% incentives for Grade III Water Treatment Certificate and Grade III Water Distribution Certificate ceases when required for the Water Treatment/Distribution Operator III job description.
- f. Building/construction inspection Certificate
- g. GIS Certificate. Successful completion of GIS 109 & 205 from Western Nevada College or equivalent as determined by the District satisfies special skills requirement.
- h. Promotion to Grade III Operator results in increase of 12.5% of base pay.

Grade III treatment and Grade III distribution certification must be achieved before more than four of the above additional compensation skills will be paid.

**One percent (1%) additional compensation per skill for employees currently holding the following additional skills:**

- a. Nevada Department of Health Grade II Water Treatment Certificate
- b. Nevada Department of Health Grade II Water Distribution Certificate

## **ARTICLE 11 – ALLOWANCES AND REIMBURSEMENT**

### **A. Uniform Allowance**

11.1.1 Any employee who is required by virtue of the duty of employment, or by request of his/her supervisor, to wear a uniform designated by the District, and which is not furnished by the District, shall be paid a uniform allowance in addition to other compensation. The uniform allowance for such employees in the District shall be at the rate of Three Hundred Dollars (\$300.00) per year paid semiannually with the final payroll during the month of December and the month of June each fiscal year. This uniform allowance shall cover the full cost of original purchase, replacement, and upkeep of said uniform during the time of employment with the District.

11.1.2 In lieu of the uniform allowance provided for in this Article, the District may elect to furnish either directly or through contract facilities the required uniform, replacement, and upkeep services.

11.1.3 Upon termination from District employment, the supervisor, at his discretion, may require the employee to return to the District any uniform or parts thereof in his/her possession at the time of termination.

11.1.4 Any employee showing up for work in a dirty, damaged or unserviceable uniform as determined by the General Manager or designee may be immediately relieved from work without pay until the employee returns to work with a clean, undamaged, or serviceable uniform. Employees so relieved shall return to work within one (1) hour unless allowed a greater amount of time. Repeated instances shall be a basis for additional disciplinary action.

### **B. Tools**

11.2.1 The District shall provide the necessary tools and equipment required for the routine performance of job duties.

### **C. Mileage**

11.3.1 Any employee required to use their personal vehicle for official business shall be reimbursed a mileage allowance at the U.S. Internal Revenue Service rate per mile in effect during the life of this contract. Use of their personal vehicle must be approved in advance by the employee's supervisor.

## **ARTICLE 12 - HOLIDAYS**

### **A. Observance**

12.1.1 Every employee shall be entitled to a day off from work on the following holidays during each year:

- a. **New Year's Day (January 1)**
- b. **Martin Luther King's Day (Third Monday in January)**
- c. **President's Day (Third Monday in February)**
- d. **Memorial Day (Last Monday in May)**
- e. **Juneteenth (June 19)**
- f. **Independence Day (July 4)**
- g. **Labor Day (First Monday in September)**
- h. **Nevada Day (October 31 or the state declared day)**
- i. **Veteran's Day (November 11)**
- j. **Thanksgiving Day (Forth Thursday in November)**
- k. **Family Day (Day after Thanksgiving)**

**l. Christmas Day (December 25)**

**m. And upon any other day that may be declared a holiday by the General Manager, the State Legislature, the President of the United States or District Board of Trustees.**

12.1.2 To be eligible for holiday pay, an employee must be on the active payroll of the District and must have worked his/her full regularly scheduled workday before and after the holiday, unless excused by the District.

12.1.3 For employees regularly scheduled a Monday-Friday workweek, whenever one of these holidays falls on a Saturday, the preceding Friday will be observed as the holiday. Should it fall on a Sunday, the following Monday will be the holiday.

**B. Holiday Pay**

12.2.1 Pay for a holiday worked will be added to the payroll for the period within which the holiday falls.

**C. Holiday Bonus Leave**

12.3.1 An employee may choose to receive compensatory time off in lieu of holiday overtime pay for any holiday worked.

12.3.2 The compensatory time off will be accumulated at one and one-half (1.5) times the number of hours worked for each hour or major fraction worked.

12.3.3 All compensatory time off must be used within six (6) months of the date earned.

**ARTICLE 13 – VACATIONS**

13.1.1 Regular full-time employees shall commence to accrue annual vacation at the start of the first pay period occurring after thirty (30) days of employment. The earned vacation for all regular full-time employees shall be based on years of service as a regular full-time employee with the District, and shall be as follows:

<u>Years of Continuous Service</u>	<u>Vacation Days Earned Monthly</u>
Less than three years	.83- 10 days yearly
Three years, less than ten years	1.25- 15 days yearly
Ten years, less than twenty years	1.66- 20 days yearly
Twenty years or more	2.08- 25 days yearly

13.1.2 Vacation time off shall accrue for each pay period. The accrual shall be prorated based on hours worked divided by hours available within pay period when the employee has any unpaid leave for the pay period.



13.1.3 Vacation shall be reported and charged in one-quarter (1/4) hour increments for vacation taken.

13.1.4 Holidays, as enumerated in this Agreement, occurring within the vacation period will not be counted as vacation days.

13.1.5 Sick leave will not be granted in lieu of vacation time.

13.1.6 When vacations may be taken shall be determined in advance by the employee's supervisor, after considering the needs of the District and the wishes and seniority of the employee.

13.1.7 Regular full-time employees who have completed their initial probationary period who leave the employment of the District for any reason other than dishonesty against the District shall be compensated for earned vacation benefits accrued at the time of such departure from the District's employment.

13.1.8 An employee's "vacation accrual" shall be unused vacation, limited to the maximum vacation he/she can earn in a two (2) year period.

#### **ARTICLE 14 – LEAVE OF ABSENCE**

14.1.1 Except as provided in Article 4, paragraphs 4.2.3 and 4.2.4 leave of absence without pay may only be granted if recommended by the supervisor and subsequently approved by the General Manager. If the leave of absence is not approved by the General Manager, there shall be no appeal.

#### **ARTICLE 15 – SICK LEAVE**

##### **A. Accrual**

15.1.1 All employees shall be entitled to accrue sick leave at the start of the first pay period occurring after thirty (30) days of employment without limitation at the following rates:

15.1.2 Four (4) hours per pay period, twelve (12) days per year.

15.1.3 Sick leave shall accrue for each pay period. The accrual shall be prorated based on hours worked divided by hours available within pay period when the employee has any unpaid leave for the pay period.

##### **B. Buy Back**

15.2.1 On the first regular pay day of each calendar year the District will buy back at fifty percent (50%) of the employee's straight time hourly rate of pay for all accrued sick leave in excess of sixty days (480 hours).

**15.2.2 Bonus Sick Leave:** Any employee's sick leave in excess of the maximum accrual of four hundred and eighty (480) hours of regular sick leave shall have an option, which must be stated in writing prior to the first regular payday of each calendar year, the ability to have those additional hours or any portion (in increments of one-quarter (1/4) hour) credited to bonus sick leave. Bonus sick leave shall have a maximum accrual of four hundred and eighty (480) hours. Pursuant to Section 15.5.6. bonus sick leave shall be compensated at twenty five percent (25%) of the employee's straight time hourly rate. Paid sick leave of sixteen (16) hours or less shall be charged to the employee's regular sick leave account. Paid sick leave of more than sixteen (16) hours shall be charged to the employee's bonus sick leave account.

### **C. Definition**

15.3.1 Sick leave shall be an absence from work by reason of medical appointments, illness, injury, or death. Sick leave may be granted only for medical appointments, illness or injury of the employee, or illness, injury or death of any relative within the third degree of consanguinity or affinity (consanguinity is defined as kinship to include blood relationship, whereas affinity is the connection existing in consequence of marriage), i.e., spouse, parent, child, grandparent, brother, or sister, or grandchild, adopted child and stepchild.

15.3.2 In the event of a death in the family as defined above, an employee shall be granted consecutive days off with pay to attend the funeral or services. If attending services within 100 miles of employee's home, up to three (3) days may be taken as Bereavement Leave and shall not be deducted from the employee's sick leave. If attending services out-of-town beyond 100 miles, up to five (5) days may be taken with the understanding that the additional two (2) days will be charged to sick leave. Vacation leave or compensatory leave shall be used for time off in excess of five (5) days.

### **D. How Charged**

15.4.1 Sick leave shall be reported and charged in one-quarter (1/4) hour increments or sick leave taken. Holidays occurring during sick leave periods shall not be counted as sick leave. Sick leave taken during a weekly pay period shall be charged after sick leave earned during that pay period is credited.

15.4.2 If an employee does not have adequate accrued sick leave time, the employee may utilize either accrued vacation time or accrued compensatory time off in lieu thereof. The choice is the employee's in each case of such use.

15.4.3 Whenever possible, an employee shall notify the District in writing of their intention of being absent due to illness, injury or other authorized reason.

15.4.4 The General Manager may require the employee to provide a written doctor's statement when the employee is off work for three (3) or more days, or in the event the District has cause to believe the employee is abusing his leave.



15.4.5 The General Manager will require the employee to provide a written doctor's statement which confirms with any and all HIPAA requirements when the employee is required to be off work due to injury, illness or disability. Such documentation will include a statement that the illness or condition prevents the employee from completing his or her essential job functions (For instance, a statement that the condition and/or illness prevents the employee from returning to work), a prognosis for recovery (i.e., the expected duration of the illness or condition), and any work limitations that result from the employee's illness or condition (i.e., employee should be placed on light / desk duty because he/she is unable to stand for more than five minutes at a time), or a recommendation for any accommodation which would allow the employee to complete the essential functions of his or her job. Prior to the employee returning to work, a doctor's written statement will be required releasing the employee back to work and shall include any required limitations.

15.4.6 Additional documentation may be required of the employee, depending on the seriousness of the disability at the District's expense. Such documentation will include a statement of the general impact of the illness and/or condition, a prognosis for recovery, and any work limitations. The District shall have the authority to seek a second opinion from an independent doctor at the District's expense.

15.4.6 Upon termination of employment, an employee who has completed five (5) years of service to the District shall be compensated for accrued sick leave at the rate of fifty percent (50%) of the employee's straight time hourly rate of pay. Bonus sick leave shall be compensated in accordance with 15.2.2.

#### **E. Worker's Compensation Deduction**

15.4.7 When an employee receives either Employer's Insurance Company of Nevada (EICN) or the District's designated administrator, compensation for lost wages, the employee's accrued sick leave will be charged only for that percent of each day's pay which is not compensated by the Employer's Insurance Company of Nevada (EICN) or the District's designated administrator. The District will pay that portion of the employee's salary which together with the Employer's Insurance Company of Nevada (EICN) or the District's designated administrator payment, equals total salary, until accrued sick leave is exhausted.

#### **ARTICLE 16 – SICK LEAVE MATERNITY**

16.1.1 An employee is entitled to use accrued sick leave for maternity regardless of the type of delivery or results of pregnancy if the provisions specified in the following paragraphs, inclusive, are fully complied with.

16.1.2 If, after exhausting her accumulated sick leave, an employee requires additional time off from work, accumulated vacation shall be granted. If additional time is required, leave without pay may be granted by the District if it is considered to be justifiable.

16.1.3 Sick leave for maternity may be taken for six (6) weeks or until released by a physician to return to work. The decision as to when such leave begins or ends shall be made by the employee with the approval of the supervisor, accompanied by the approval of the employee's personal physician or physician designated by the supervisor.

16.1.4 Sick leave for maternity shall not be used for infant care or for the conditions of pregnancy which do not incapacitate the employee for duty.

16.1.5 Pregnancy shall not jeopardize an employee's job or seniority except for time spent on leave without pay. She shall be responsible for reporting the pregnancy as soon as it is an established fact so that steps may be taken to protect the employee's health or modify her working conditions and in order that the necessary staffing adjustments may be planned.

16.1.6 The failure to report for assignment at the expiration of a maternity leave shall be considered as a resignation.

16.1.7 In every case, an employee shall submit a written report from her physician to the supervisor as to the anticipated dates of absence and a second report stating that she is physically able to return to work as of a given date.

16.1.8 This Article shall be automatically amended to conform to Federal guidelines to the extent such guidelines now or in the future exceed these benefits, to include but not limited to the Family Medical Leave Act.

## **ARTICLE 17 – JURY DUTY**

17.1.1 Any employee required by legal process to serve on any jury shall receive his/her regular salary for a period of twenty (20) working days as though he/she were actually on the job during this time, provided that he/she remits such jury fees to the District.

17.1.2 Any employee appearing on jury duty during scheduled days off shall retain any juror fees, but will not receive regular salary.

17.1.3 Any employee working other than a day shift appearing for jury service shall have the jury service time counted as time worked on that workday.

17.1.4 Employees receiving summons for jury service shall immediately notify their supervisor to make the necessary scheduling changes.

17.1.5 If the employee is not selected for jury service or is released early, he/she shall report back to his/her department to resume work for the remainder of the day shift.

## **ARTICLE 18 – MILITARY LEAVE**



18.1.1 Any employee who is an active member of the National Guard or any reserve component of the United States Armed Forces shall be relieved from his/her duties, upon request, to serve under orders on training duty without loss of his/her regular compensation for a period not to exceed fifteen (15) working days in any one (1) calendar year.

18.1.2 Any such absence shall not be deducted from the employee's accrued vacation.

## **ARTICLE 19 – HEALTH AND WELFARE**

### **A. Coverage Provided**

19.1.1 During the term of this Agreement the District will provide Health and Welfare Benefits for regular employees and each employee's eligible dependents, at the same level of benefits as are currently provided.

19.1.2 The District shall reimburse each regular employee up to One Hundred Dollars (\$100.00) per fiscal year that this Agreement is in effect, for eye examinations and glasses when such benefits are not provided under the group medical plan.

### **B. Eligibility**

19.2.1 During the term of this Agreement regular employees of the District shall be eligible for Health and Welfare coverage.

19.2.2 Dependents of a regular employee shall be eligible for Health and Welfare coverage provided by the District.

19.2.3 Health and Welfare coverage for regular employees of the District and their dependents shall commence in accordance with the plan chosen by the employee.

### **C. KGID Health and Welfare Contributions - Local 39 Health & Welfare Fund**

19.3.1 The Employer agrees to contribute into the Stationary Engineers Local 39 Health and Welfare Trust Fund, at its respective office in San Francisco, California, or such other designated place of payment as the Trustees of said Trust Fund may determine, the below listed amounts, per month, for each eligible employee as defined by this Agreement, for the purpose of providing such employee and his/her dependents with group life insurance, hospitalization, prescription drug, medical, vision, and dental benefits as are now in effect, or as may hereafter be specified by the Trustees of said Trust Fund. The Employer further agrees to accept, assume and be bound by all of the obligations imposed upon Individual Employers by that certain Trust Agreement referred to for convenience as the "Stationary Engineers Local 39 Health and Welfare Trust Agreement" as said Trust Agreement may now exist or may hereafter be amended (a copy of which has been delivered to the Employer and receipt of which is expressly acknowledged) and further agrees to be bound by any amendments, modifications, changes or mergers with respect to said Trust Agreement made by the parties thereto. Effective January 1, 2019, the monthly

contribution shall be the amount of Two Thousand One Hundred Thirty One and No/100 Dollars (\$2,131.00) plus \$25.00 per month.

The above contributions shall be made on or before the tenth (10th) day of each month, for each employee employed for a period of not less than eighty (80) hours during the preceding calendar month.

The undersigned further agrees that he or it does irrevocably designate and appoint the Employers mentioned in said Health and Welfare Trust as his or its attorneys-in-fact for the selection, removal and substitution of trustees, as provided for in said Trust Agreements and as may be hereinafter provided by or pursuant to said Trust Agreements.

In the event that the Trustees of the Stationary Engineers Local 39 Health & Welfare Trust determine that the current contribution amount or the amount referred to in this Agreement is insufficient to provide the benefits then in effect, the Employer herein agrees to pay such further amount as may be necessary in the decision of the Trustees to maintain the then current level of benefits for the life of the Agreement as determined by the Board of Trustees.

In the event the individual Employer herein fails to pay the amounts of Trust Fund contributions due and owing for the period in which they are due and owing, the individual Employer shall pay, in addition to the amounts due as contributions, such additional liquidated damages and/or attorney's fees as are set forth in the Trust Agreement to which the individual Employer is bound.

In the event of accident, illness, or layoff of any employee with ninety (90) days or more of employment, the Employer will continue the monthly payments for the employee and his dependents for a period not to exceed three (3) months.

#### **D. State of Nevada and Local 39 Health and Welfare Fund**

19.3.2 For the term of this Agreement the District will contribute one hundred percent (100%) of the premiums required to maintain Health and Welfare benefits in effect for eligible employees and their eligible dependents.

19.3.3 It is specified during the term of this Agreement that the employee has the choice of health and welfare coverage through the Local 39 I.U.O.E. H&W plan or the State of Nevada H&W P.P.O. or HMO plans.

#### **ARTICLE 20 – RETIREMENT PLAN**

**A.** All employees covered by this agreement shall participate in the Public Employees Retirement System (“PERS”) of the State of Nevada in accordance with the rules of that system as set forth in NRS Chapter 286.

- B.** The District agrees that it will contribute, for each employee covered by this agreement, to the PERS for the term of this agreement the PERS contribution rate paid as of July 1, 2018. Increases in the contribution rate, above the rate in effect on July 1, 2018, which are mandated by the Nevada Legislature shall be paid for by the party or parties designated in such action.
- C.** If the Nevada Legislature fails to designate whether the District or the employee is to pay for the increase in the PERS contribution rate, increases above the rate in effect on July 1, 2018, the District and the employee shall each pay one half (1/2) of the increased contribution. Payment of the employee's portion of the PERS contribution increase shall be made in lieu of equivalent basic salary increase or cost of living increases, or both, in accordance with NRS Chapter 286.
- D.** If the Nevada Legislature reduces the PERS contribution rate and fails to designate the distribution of the decreased rates, if any, decreases in the contribution rate shall be equally shared and shall be credited by increasing the pay schedule by an amount equal to one half (1/2) the prescribed reduction, up to a reduction that renders the PERS contribution rate equivalent to the July 1, 2018 PERS contribution rate. Any decrease below the July 1, 2018 contribution rate will credited to the District.
- E.** The PERS contribution rate as of July 1, 2018, is twenty-eight percent (28%).
- F.** The following benefit is grandfathered and applicable to all employees employed by the District prior to January 1, 2019:

Effective July 1, 1995, at the end of each calendar month for the duration of this agreement, the District will contribute a total of fifteen and two tenths percent (15.2%) of regular pay to the combination of a SEP-IRA account and the Nevada PERS system for each bargaining unit employee who has completed the SEP-IRA qualification period.

#### **ARTICLE 21 – PROTECTIVE GEAR AND EQUIPMENT**

21.1.1 When it is determined by the District that specific protective devices, wearing apparel, and other equipment necessary to protect an employee from injury or exposure are reasonable and prudent, the District shall furnish such devices, apparel and/or equipment, which may include, but shall not be limited to, coveralls, safety boots, safety glasses and rain gear.

21.1.2 In lieu of furnishing the specified items of safety boots and safety glasses, the District may elect to reimburse covered employees up to Four Hundred Dollars (\$400.00) per year for purchase of safety rated boots and safety glasses as governed by the replacement provisions below. In order to be eligible for reimbursements as provided in this paragraph, the employee must submit proof of purchase with his/her claim.

21.1.3 When replacement of any item provided pursuant to this Section is required due to normal wear, such replacement shall be at the District's expense. When replacement of any item

is required as a result of an employee's negligence or misconduct, such replacement shall be at the employee's expense.

## **ARTICLE 22 – CAREER DEVELOPMENT**

22.1.1 An employee will be reimbursed for educational training courses pursuant to the following conditions:

- a. The training must be directly related to the required skill or education for the employee's current position, not reimbursement merely for promotion preparation, and must be approved in advance by the General Manager.
- b. Only a regular full-time employee who has been so employed for at least one (1) year will be eligible for reimbursement.
- c. Reimbursement will not occur for any portion of the cost assumed by any other source.
- d. Reimbursement expenses shall be restricted to tuition, course fees, and required textbooks.
- e. A course must be taken from a recognized and accredited school.
- f. Presentation of evidence of a passing grade.

22.1.2 While courses should normally be taken on the employee's own time, exception may be granted by his/her supervisor, in which case hours away from work must be deducted from earned vacation, compensatory time, or be recorded as an unpaid leave of absence.

## **ARTICLE 23 – LAYOFF AND RECALL**

### **A. Layoff**

23.1.1 Layoff of employee(s) covered by this contract shall be by seniority and qualifications. All regular part-time and probationary employees must be laid off before any regular full-time employee is laid off. The District will provide the Union with a list of employees to be laid off at least thirty (30) working days prior to the effective date of any layoff.

23.1.2 The District and the Union agree to meet to discuss alternatives to any layoff. Such alternatives include reduced workweek, leave of absence, voluntary layoff, and/or other issues, which may minimize mandatory layoffs.

### **B. Recall**

23.2.1 The District shall maintain a list of all employees affected by layoffs. An employee who has been placed in layoff status shall be given priority based on seniority and ability to perform the job when a vacancy occurs. If the employee refuses an offer of re-employment, the employee shall be removed from the list.

#### **ARTICLE 24 – SAVINGS CLAUSE**

24.1.1 In the event that any provision of this Agreement is or shall be rendered invalid by applicable legislation or be declared invalid by any court or regulatory agency of competent jurisdiction, such action shall only invalidate that provision of the Agreement.

24.1.2 It is the express intention of the District and the Union that all other provisions not rendered invalid shall remain in full force and effect, and that the parties shall enter into negotiations to bring the invalid section or sections into compliance.

#### **ARTICLE 25 – SCOPE, EFFECTIVE DATE AND DURATION**


##### **A. Scope**

25.1.1 This Agreement sets forth the full and entire understanding of the parties regarding rates of pay, hours of work, and other conditions of employment.


##### **B. Effective Date and Duration**

25.2.1 This Agreement shall be in full force and effect July 1, 2022, and shall continue in force until June 30, 2024.


**IN WITNESS WHEREOF**, the District and the Union have caused these presents to be duly executed by their authorized representatives, this \_\_\_\_\_ day of September 2022.


  
\_\_\_\_\_  
**Bart Florence, Business Manager**  
**I.U.O.E. Local 39, AFL-CIO**


  
\_\_\_\_\_  
**Sandy Parks, Chairman**  
**Board of Trustees, Kingsbury GID**

  
\_\_\_\_\_  
**Jeff Gladieux, President**  
**I.U.O.E. Local 39, AFL-CIO**

  
\_\_\_\_\_  
**Mitchell S. Dion, General Manager**  
**Kingsbury GID**

  
\_\_\_\_\_  
**Brandy Johnson, Director of Public Employees**  
**I.U.O.E. Local 39, AFL-CIO**

  
\_\_\_\_\_  
**Jerry Frederick, Business Representative**  
**I.U.O.E. Local 39, AFL-CIO**

  
\_\_\_\_\_  
**Joe Esenarro, Steward**  
**Member/Negotiator**

**APPENDIX A**

**KINGSBURY GENERAL IMPROVEMENT DISTRICT  
PAYROLL DEDUCTION AUTHORIZATION**

I, the undersigned, being a member of the International Union of Operating Engineers, Stationary Local 39, and required by the Constitution and Bylaws of that organization to contribute dues, per capita and assessments in a specified amount, hereby authorize the compensation, in conformity with the agreement between the Parties, and effective the first pay period following the date hereof. It is further directed that the Kingsbury General Improvement District will then remit said monies to the above organization in the manner prescribed.

**NAME (PRINT)** \_\_\_\_\_

**HOME TELEPHONE** \_\_\_\_\_

**STREET ADDRESS** \_\_\_\_\_

**CITY** \_\_\_\_\_ **STATE** \_\_\_\_\_ **ZIP** \_\_\_\_\_

**SOCIAL SECURITY NUMBER** \_\_\_\_\_

**WORK PHONE** \_\_\_\_\_

**CLASSIFICATION** \_\_\_\_\_

**WORKSITE** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

**DATE SIGNED** \_\_\_\_\_

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**APPENDIX B**

**APPENDIX C**

**Rates of Pay**

Fiscal Year 2023 is effective the first full pay period following July 1, 2022, and Fiscal Year 2024 is effective the first full pay period following July 1, 2023. The base hourly rates of pay for Fiscal Years 2022-2024 shall increase based on the United States All-Cities All Urban Consumer's Price Index (CPI-U) for the year (12 months) ending in January and released in February of each applicable Fiscal Year as identified in Article 10 – Compensation, Section 10.2.2-10.2.5 of the Collective Bargaining Agreement effective July 1, 2022 to June 30, 2024.

