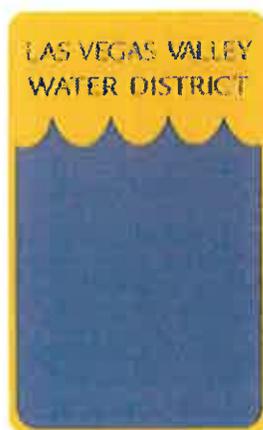


COLLECTIVE BARGAINING AGREEMENT

BETWEEN



and



July 1, 2010 – June 30, 2015

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PREAMBLE

This Agreement is made and entered into this **1st day of July, 2010**, 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**, whose address is Las Vegas, Nevada, 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.

This Agreement is effective July 1, 2010 with the exception of Articles 11, 26, and 40, which are effective January 1, 2011.

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, 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. Summary minutes will be taken by the District during the meeting as to content and conclusions. A copy of these minutes will be provided to the Union within 14 calendar days. 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. Effective not later than September 1, 2000, 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.
- D. The District shall furnish the employees with ice water and tablets for avoidance of dehydration.
- E. The District shall continue its current practices with respect to furnishing protection from the elements.

- F. 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.
- G. 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, or by return receipt telegram 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. Disability leave pay off;
5. Service recognition;
6. Regaining forfeited disability leave, with the following condition: An employee who has been paid for a portion of his/her disability leave accrual balance must repay to the District, the amount of the disability leave pay off in order to be credited for the entire disability leave accrual he/she had prior to separation. In other words, if an employee had 100 hours of disability leave accrual balance at the time of separation, and was paid for 50 of those disability 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 disability leave he/she had at the time of separation.

Repaying the amount of disability 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 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 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 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 leave at separation shall regain the disability 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.

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:

<u>Performance Rating</u>	<u>Percentage of Annual Salary</u>
Distinguished Performance Exceeds	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 "MeetsExpectations" 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** -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 Union representation and the Directors of SNWS 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		MIDDLE ZONE 90 TO 100% OF CONTROL POINT		AT OR ABOVE CONTROL POINT	UPPER ZONE ABOVE CONTROL POINT TO MERIT MAXIMUM	
	Overall Rating	% Increase	Overall Rating	% Increase		Overall Rating	% Increase
DISTINGUISHED PERFORMANCE (3.51 - 4.0)	BASE RATE		BASE RATE		LUMP SUM	BASE RATE	
	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			
			2.00 - 2.07	1.00			
		3 - 4.5%		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, prior to the position being filled. Posting locations will be clearly recognizable as such and shall include, as a minimum, the lunch room at the SNWS treatment and transmission facility. 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. 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 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.

- 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, 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. 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 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.

4. It is the mutual intent of the District and the Union to improve training and inter-departmental opportunities.
- i. When a bargaining unit opening is filled, the District shall notify the Union, in writing, of the employee's name, date of hire, classification and rate of pay

The District shall notify the Union, in writing, of all posted vacancies prior to the position being filled. Such notice shall include the job description.

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.

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. 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 (G) of this Agreement.
2. Compensatory time may be "cashed out" up to four (4) 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, 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 eight (8) or ten (10) hour shift begins between the hours of 12:00 noon and 4:00 a.m.

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 disability 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.
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 eight (8) 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, except that an employee on 4/10s shall be entitled to ten (10) hours of recuperation period if he/she is called out eight (8) hours or more before the beginning of his/her shift. However, 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; however, except for an emergency, exchanges 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 approved in advance. 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 paid to the employee assigned to the standby period.

An employee assigned to standby status on a weekly basis is 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 three (3) days or less, e.g., Friday through Monday or Tuesday through Thursday, 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 2011, 2012, 2013, 2014, Teamster Local 14 employees shall receive a cost-of-living wage adjustment (COLA) equal to the annual increase as of April 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 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 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 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 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:

<u>RATE OF ACCRUAL</u>	<u>FOR YEARS OF SERVICE</u>
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 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 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 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 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, compensatory time and voluntary furlough days. Disability 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 Disability Leave), annual leave shall not be used for disability leave purposes unless all disability 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 – DISABILITY LEAVE

- A. **Disability Leave Accrual** - Disability 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 disability leave accrual. Employees working 5/8's must have at least 64 paid hours during a pay period to earn a disability leave accrual. There shall be no limit to the amount of disability leave that can be accumulated.
- B. **Illness and Injuries** - Any employee is entitled to use accrued disability 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.

Disability 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 disability leave purposes unless all disability 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 Disability Leave** - Disability 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 disability leave, the employee may be required to submit medical certification regarding the reason for such absences or be denied the use of the disability leave. Such certification is binding on the District in the absence of evidence to the contrary. Abuse of disability 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 leave when an employee's disability 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. 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 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 Disability Leave Upon Termination** - An employee shall receive payment for disability leave at his/her current rate of pay upon separation or layoff in accordance with the following formula:

<u>COMPLETED YEARS OF SERVICE</u>	<u>PERCENTAGE OF ACCRUED LEAVE TO BE PAID</u>
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 disability leave not paid off upon termination shall be deemed forfeited.

- i. Note that certain other leaves in this Agreement are charged against accrued disability 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 disability 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 disability 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 disability 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 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 period of income maintenance will be calendar days for specific types of injuries pursuant to the guidelines 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 guidelines, 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 of up to 45 calendar days.

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 disability period established by the guide and the income maintenance period provided by the District, the employee may use accrued disability 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 (Disability 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 15 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

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 employee's 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 employee's needs as well as being financially feasible.

After January 1, 2011, the District and the Teamsters Local 14 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 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 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, 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 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** - 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 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, or by return receipt telegram 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 telegram 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 alleged improper payment, the Union Representative shall present the grievance, in writing, to the Director

of SNWS or his representative. The Director of SNWS or his representative shall arrange for such meetings with the Union and make such investigations as are necessary. The Director of SNWS shall respond in writing to the aggrieved within ten (10) working days of his 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 written response from the Director of SNWS, the Union Representative shall present the grievance, in writing, to the General Manager accompanied by all correspondence and existing evidence on the matter. The General Manager 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 a mutually satisfactory settlement cannot be reached between the General Manager, or designated representative, and the Union, the Union or the District shall have the right to each designate a representative to consider all evidence and within five (5) working days thereafter, render a final and binding decision or refer the matter back to the parties. The party seeking such final determination must notify the other of its decision in writing within five (5) working days from the date of the expiration of the ten (10) working day period for settlement with the General Manager or the grievance shall be deemed withdrawn with prejudice.

SECTION 2 - ARBITRATION

- A. 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.

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.

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

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.

ARTICLE 44 – DURATION

- A. Except as provided in Section (D) below, this Agreement shall remain in full force and effect until June 30, 2015 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 third (3rd) year of this Agreement, either party may select one (1) economic issue to reopen, up to two (2) for the fourth (4th) year, and up to three (3) for the fifth (5th) year. 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, 2010
LAS VEGAS VALLEY WATER DISTRICT

By: The Board of Directors

On: December 21, 2010

TEAMSTERS LOCAL UNION NO. 14

By: [Signature]

On: 5/24/11
Date

APPENDIX A

<u>CLASSIFICATION</u>	<u>RANGE</u>
Communications System Technician.....	28
Corrosion Control Systems Technician	28
Custodian I	8
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 II	27
Senior Planner Scheduler.....	29
Senior Operator	28
Treatment Operator II	27
Utility Driver	11
Water Quality Lab Technician II	19
Water Quality Field Specialist I.....	22
Water Quality 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.

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