COLLECTIVE BARGAINING AGREEMENT

BETWEEN

WATER EMPLOYEES ASSOCIATION OF NEVADA FIELD UNIT

AND

LAS VEGAS VALLEY WATER DISTRICT

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 WATER EMPLOYEES ASSOCIATION OF NEVADA, whose address is Las Vegas, Nevada, hereinafter referred to as the "Association," as a product of the good faith bargaining efforts of both parties and for the purpose of promoting harmonious employer/employee relationships and the efficiency of the District operations.

This Agreement is effective July 1, 2010, with the exception of Articles 15, 27 and 33, which are effective January 1, 2011.

ARTICLE 1 – RECOGNITION

The District recognizes the Association as the exclusive collective bargaining representative for all regular full-time and part-time employees in the classifications listed in Appendix A.

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

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

The Association shall notify the District within ten (10) working days of receipt of notification of any disagreement if the Association believes a classification belongs in the bargaining unit. The District and the Association shall meet and attempt to resolve the disagreement within five (5) working days of the Association's notice to the District. If the parties are unable to agree at that meeting, or at subsequent mutually agreed-upon meetings, the District may post and fill the position, and the dispute shall be resolved by the Local Government Employee-Management Relations Board as provided under NRS 288.170.

If the new position is agreed to be, or determined by the Employee-Management Relations Board to be, a bargaining unit classification, the parties shall meet promptly pursuant to the provisions of Article 15 (Classifications and Rates of Pay).

ARTICLE 2 - NON-DISCRIMINATION

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

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

ARTICLE 3 - RETAINED RIGHTS

A. In order to operate its business and to maintain the efficiency of its operations, the District, at its sole discretion, retains the exclusive right and power to determine, change, discontinue, alter, or modify, in whole or in part, temporarily or permanently, any of the following:

1. The number, location, or types of plants, facilities, equipment, and water conduits, and the personnel and work functions assigned thereto;

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

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

4. The services, tools, equipment, and machinery, except as limited by Article 31 (Safety); the production, maintenance and service standards;

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

6. The selection and hiring of all new employees; the promotion and demotion of all employees, except as limited by Article 8 (Recruitment, Selection, Placement, Promotions and Transfers); and

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

B. Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the rights of the District enumerated in (A) above not expressly limited by the clear and explicit language of this Agreement, or arising out of or in any way connected with the effects of the exercise of any of such above-described rights, is not subject to the grievance and arbitration provisions set forth in Articles 5 (Grievance Procedure) and 6 (Arbitration).

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

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

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

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

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

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

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

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

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

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

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

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

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

13. The number of employees assigned to any particular task, function, machine, equipment, operation, or shift, except as limited by Article 31 (Safety), provided that this right shall not be exercised in an arbitrary or capricious manner.

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

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

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

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

G. None of the rights of the District set forth in this article, or otherwise retained, may be exercised in a manner that is contrary to the provisions set forth in NRS 288.150 2(r), 3(c)(1), and 3(c)(2) regarding safety considerations.

ARTICLE 4 - WORK STOPPAGE

A. Neither the Association nor its members, or agents, or representatives, or the employees, or persons acting in concert with any of them, shall incite, encourage, or participate in any strike, walkout, slowdown, or other work

stoppage of any nature whatsoever or any picketing during the term of this Agreement.

In the event of any strike, walkout, slowdown, work stoppage or picketing, or threat thereof, the Association and its officers will do everything within their power to end or avert the same. The District shall not cause or engage in a lockout.

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

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

ARTICLE 5 - GRIEVANCE PROCEDURE

A. GRIEVANCE DEFINED

1. **Employee Grievance** is a claim by one (1) or more employees covered by this Agreement that the District has violated an expressed term of this Agreement. Employee Grievances may be initiated either singly or jointly. However, for an employee grievance to be initiated jointly, the pertinent facts or circumstances surrounding the grievance must be common to all parties.

2. **Unit Grievance** is a claim by the Association on behalf of an employee, or a designated employee work group or unit, that the District has violated an expressed term of this Agreement. Unit grievances will be processed according to the Employee Grievance Procedure.

3. **Association Grievance** is a claim by the Association alleging a violation of the provisions of this Agreement on matters impacting a group of employees or the bargaining unit as a whole, or when the subject matter in dispute involves a policy affecting one or more employees. Any relief afforded through an Association Grievance shall be prospective; i.e., change or cease and desist, from the date of filing such grievances.

B. GRIEVANCE RIGHTS

1. The grievant may, if desired, be accompanied by a representative of the Association. If the grievant has requested the presence of a

representative, the person conducting the meeting shall schedule the meeting at a time and place to permit the representative to be present.

2. The person conducting the meeting may be accompanied by another member of management or a representative from Human Resources.

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

4. Not more than two (2) Association Representatives shall meet with management at the three (3) levels of processing for Unit Grievances. The Management Representative conducting the meeting may be accompanied by another member of management or a representative from Human Resources.

5. Not more than two (2) Association representatives shall meet with the General Manager or designee at the second step of the Association Grievance Procedure. The General Manager also has the right to have one additional management representative present.

6. All meetings held under these Grievance Procedures shall be scheduled at a time and place to permit all representatives to be present.

7. Association Grievances filed under this Agreement but impacting both units can be processed as one grievance with the results applicable to both units only when there is mutual agreement between the parties to do so.

8. A grievance may be withdrawn by the filing party at any time during the process through notification of such to the other party.

C. EMPLOYEE/UNIT GRIEVANCE PROCEDURE

INFORMAL LEVEL - Both the District and the Association agree that it is mandatory that an employee make a reasonable attempt to resolve matters informally with the appropriate supervisor before filing a formal written grievance. The appropriate supervisor shall be the employee's immediate supervisor or the supervisor/manager who took the action or made the decision giving rise to the grievance. A request for this informal meeting must be made within ten (10) working days after the event giving rise to the grievance or the date the employee (or the Association when the grievance is a Unit Grievance) reasonably should have had knowledge of such event and scheduled as soon as possible thereafter.

The employee may have an Association Representative present for this meeting should he/she so desire.

If a Representative is present, the Representative may present information or argument on behalf of the employee.

The supervisor may be accompanied by another management representative or a representative from Human Resources.

To facilitate the resolution of grievances at the earliest possible point in time, the parties agree to cooperate in and discuss necessary information to insure that any necessary investigation of related matters can be conducted. Both parties will make full disclosure of the information, facts and evidence which bear on the grievance, including but not limited to furnishing copies of evidence, documents, reports, and written statements relied upon to support their basis of action.

FORMAL LEVELS

1. **Step One**: If a problem is not resolved informally, the grievant or Association Representative shall submit to the appropriate manager a signed, written and dated grievance statement, fully setting forth the facts and/or circumstances surrounding the grievance and detailing the specific provisions of the Agreement alleged to have been violated and the remedy sought. The written grievance shall be submitted within ten (10) working days after the conclusion of the informal process. Within five (5) working days from the date the formal grievance is received, the manager will hold a meeting to review and discuss the grievance. The grievant may, if desired, be accompanied by a representative of the Association, and the manager may be accompanied by another member of management. Within five (5) working days following completion of the meeting, the manager will give a written reply (with a copy to the Association), and such reply shall terminate Step One.

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

3. **Step Three**: If the grievance is not settled in Step Two, the written grievance must be presented to the General Manager within five (5) working days after the termination of Step Two. Within five (5) working days from the date the General Manager receives the grievance form, the

General Manager or designee will hold a meeting to review and discuss the grievance. Within five (5) working days following completion of this meeting, the General Manager or designee will give a written reply (with a copy to the Association), and such reply shall terminate Step Three.

D. **ASSOCIATION GRIEVANCE PROCEDURE**

1. **Step One**:

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

Additionally, if the Association believes that the grievance as filed impacts both units but intends to arbitrate under the Field Agreement with the results applicable to both units, this must be so stated in the original filing. If the District disagrees with the Association's position as to the impact being the same for both units, this issue will be discussed during the Step One meeting and the District's position must be stated in the Step One response.

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

c. Within ten (10) working days of receipt of the grievance form, the Director of Human Resources or designee will hold a meeting exclusively for discussion of the grievance. A reasonable number of bargaining unit and District representatives may attend this meeting.

d. Any resolution of the matter shall be reduced to writing and signed by both parties. If there is no resolution, the Director of Human Resources or designee shall issue a Step One response within five (5) working days following the Step One meeting and such reply shall terminate Step One.

2. **Step Two**:

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

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

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

d. Within five (5) working days following this meeting, the General Manager or designee shall give a written reply to the Association and such reply shall terminate Step Two.

E. **TIME LIMITS**: In computing time limits in this article, "working day" shall be defined as a day District main offices are open for business. If a grievance is not processed in accordance with the time limits set forth in this article, it shall not be subject to arbitration and shall be considered settled on the basis of the decision last made by the District. If the District should fail to meet any time limits specified at any step herein, the grievance shall be deemed denied at that step and the grievant may proceed to the next step within the applicable time limits.

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

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

ARTICLE 6 - ARBITRATION

A. Grievances which are not settled pursuant to Article 5 (Grievance Procedure) or Article 7 (Discharge, Discipline and Personnel Files), and which the Association desires to contest further, and which involve the interpretation or application of the express terms of this Agreement (including the interpretation or application of the terms of Article 3 (Retained Rights, Section (B)), shall be submitted to arbitration as provided in this article, but only if the Association gives written notice to the District of its desire to arbitrate the grievance within five (5) working days after the termination of the final step of the Grievance Procedure.

It is expressly understood that the only matters which are subject to arbitration under this article are grievances which were processed and handled in accordance with the Grievance Procedure of Article 5 or the Appeal of Discipline from Article 7, and which are not expressly excluded from arbitration by other provisions of this Agreement.

B. Prior to contacting the Arbitrator, the parties shall participate in a pre-arbitration conference with a mediator from the Federal Mediation and Conciliation Service to attempt to resolve the dispute.

C. As soon as possible, and in any event, no later than five (5) working days after the conclusion of the pre-arbitration conference, the parties shall request a list of seven (7) arbitrators from FMCS. Arbitrator selection shall be made by alternate striking of names until one name remains. The Association shall be the party to strike the first name. Both parties shall make every effort to mutually set forth the issue(s) to be arbitrated in advance of the arbitration hearing date.

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

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

The Arbitrator retains jurisdiction for a period of 120 calendar days from issuance of an award for the limited purpose of clarifying or interpreting the award. Either party, after first having requested the participation of the other party for a joint request, may unilaterally request clarification or interpretation within 60 calendar days of the date the award was issued. The non-moving party then has 15 calendar days to submit any information it wishes to provide for the Arbitrator's consideration. Each party must simultaneously provide to the other party copies of any communications or information submitted to the Arbitrator.

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

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

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

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

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

ARTICLE 7 - DISCHARGE, DISCIPLINE AND PERSONNEL FILES

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

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

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

C. All investigatory interviews or meetings will be conducted consistent with the intent of what is commonly referred to as the "Weingarten Rule" which provides that "An employee is entitled, upon request, to the presence of a union representative at any employer interview if the employee reasonably fears that the interview may result in discipline." An investigatory interview or meeting occurs when a supervisory or management employee questions an employee to obtain information which could be used as a basis for discipline or asks an employee to defend his or her conduct.

The supervisory/management representative must inform the employee as to the subject of any such interview or meeting. If the employee has a reasonable belief that discipline may result from what he or she says, the employee has the right to have a representative present during the meeting. Additionally, if the employee initially declines, or does not request, representation but later determines he/she wants representation, the meeting must be recessed and re-scheduled to allow for the presence of a representative.

D. The District shall notify the Association within five (5) days after the issuance of a written warning.

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

F. The District may not discharge an employee for cause without first giving the employee and the Association written notice and a minimum of ten (10) working days following the transmittal of such information prior to the action being taken. The written notice shall include the following:

1. A statement that discharge is proposed and the specific charges.

2. Copies of any materials or documents upon which the proposed action is based.

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

The employee and an Association Representative shall meet with the District to review the charges and be given an opportunity to state their position as to

whether there are true and reasonable grounds for the proposed action. The discipline may be postponed to allow for consideration of evidence the employee produced or further investigation of the employee's response.

G. In cases of contemplated discharge or suspension concerning misconduct which presents possible harm to persons or property or pending criminal charges which adversely and directly affect the District or substantially disrupts District operations, the District may immediately suspend the employee with pay upon giving the appropriate notice in Sections (E) and (F) above.

H. Any record of disciplinary action, excluding oral warnings, in order to remain effective, must be placed in the employee's official personnel file. The employee shall have access to his or her personnel file, and the employee's representative shall also have access upon prior written authorization of the employee. An employee may insert into the personnel file a rebuttal statement which is directly in response to written warnings or other negative commentary in the file. Also, if two (2) years have passed without any further discipline the warning or suspension record shall be considered null and void and shall be removed from the file. Formal periodic evaluations are exempt from this removal requirement.

I. Any record of discipline not previously provided to the employee will not be used as a basis for subsequent progressive discipline.

ARTICLE 8 - RECRUITMENT, SELECTION, PLACEMENT, PROMOTIONS AND TRANSFERS

A. 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 following: employee lobby, employee lounge (on first floor of main building), east wall across from the atrium on second floor of main building, in the breezeway outside the Production work area, between modulars 1 and 2, between modulars 3 and 4, west wall of Vehicle Maintenance Shop, east wall of the Distribution building, north wall outside Building Maintenance area, Tropical, Montessori and Campbell Station(s). 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. Salary or wage range on hiring date.
3. Work location (general information, subject to change).
4. Minimum qualifications and any necessary or desirable requirements for the classification or position.
5. Selection criteria to be used, eligibility requirements including education, employment, training or experience, and whether equivalent factors will be recognized.
6. Whether there will be competitive testing, and if so, the nature and scope of the test.
7. Address and deadline for filing applications.
8. Number of hours per day (general information, subject to change).
9. Regular assigned work times (general information, subject to change).
10. Statement that the District is an affirmative action equal opportunity employer.

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

D. The District may use a single or combination of selection devices to assist in determining the qualifications of applicants. The form, content and administration of such selection devices shall be at the sole discretion of the District. All examinations shall be under the supervision of the District's Human Resources Department. The District may decide whether there should be only a promotional list, or also an open competitive list established. Applications shall be accepted only during the period stated in a job posting.

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

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

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

G. An equal number of outside applicants and qualified employee applicants, if available, shall be referred to the hiring authority.

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

H. **GENERAL PROVISIONS**

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

2. Nothing in this article will preclude the District's filling positions on a provisional or temporary basis pending completion of the selection process. In the event a vacant position is to be filled temporarily and a qualified employee exists, except when business needs dictate otherwise, the initial vacancy shall be filled through the temporary assignment of a bargaining unit employee. The District is not obligated to continue this process for subsequent vacancies created due to the temporary assignment. The selection process for the temporary assignment is not governed by other provisions of this article, nor is it subject to the provisions of Article 5 (Grievance Procedure) or Article 6 (Arbitration).

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

   Further, such applicants, upon request, shall be granted an interview with the Director of Human Resources or designee to discuss the process and any post-selection review procedures which may be available. Additionally, the Association may request a meeting with the Director of Human Resources or designee for specific inquiries, concerns or issues regarding a recruitment, promotion or reclassification.

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

I. When a bargaining unit opening is filled, the District shall notify the Association, in writing, of the employee's name, date of hire, classification and rate of pay.

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

ARTICLE 9 - ASSOCIATION REPRESENTATION

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

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

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

B. Association Representatives shall be granted release time with pay to attend meetings with the District to adjust employees' work-related problems as set forth in Section (A) above; Article 5 (Grievance Procedure); Article 32 (Labor/Management Committee meetings); Article 7 (Discharge, Discipline and Personnel Files); any meetings effected pursuant to NRS 288.110, 288.190 or 288.200; and any other meetings, including negotiations, which have a direct impact upon the Association. Association Representatives shall not leave their assigned work locations or interrupt their own duties or another employee's duties except as provided under this section and Section (C) of this article. Such meetings shall be scheduled at a mutually convenient time.

C. Association Representatives will also be permitted to use a reasonable amount of release time for the investigation of grievances. Release time will not be unreasonably withheld, but will be granted only upon advance approval by the supervisors involved, and will be scheduled by them so as to minimize interruption of the District's business.

D. Subject to compliance with District rules, an authorized representative of the Association who is not a District employee may have reasonable access to District facilities to view the premises and the operations of the bargaining unit, and to attend grievance meetings pursuant to Article 5 (Grievance Procedure), provided that such representative first notifies management of his presence and does not interfere, in any way, with work in progress.

E. The District shall continue its present practices with respect to the provisions of exclusive bulletin board space to the Association in designated break and work

areas. Any posted material will be signed by an Association officer or board member.

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

ARTICLE 10 - BARGAINING UNIT WORK

Supervisors and other management shall not be permitted to perform duties normally assigned to the employees covered by this Agreement, except as follows:

1. Duties performed for limited instructional purposes;

2. Emergency situations (this is intended to cover situations when the bargaining unit personnel who would normally perform the work are not immediately available, and also situations involving unforeseen and unscheduled requirements);

3. When the performance of such duties is of a casual or incidental nature, or when the performance of such duties is a necessary coincident to the performance of supervisory duties; however, the performing of "incidental or casual" duties shall be restrained in nature and not deny a unit employee a realistic overtime or premium pay opportunity.

The intent of this article is to not displace bargaining unit personnel from overtime or other premium pay opportunities within their normally assigned duties.

ARTICLE 11 - SENIORITY

A. 1. "District Seniority" is defined as the length of an employee's continuous service with the District from the date of hire. An employee who has prior service and is rehired may regain prior seniority subject to the provisions of Section (D) in this article.

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

3. "Classification Seniority" is defined as the length of an employee's cumulative service with the District in appointment to a specific classification or in the event of a term change in class title to the duties of

a current or its predecessor classification. "Classification Seniority" shall be used in making shift assignments (see Article 13, Section H).

4. All references to "seniority" in this Agreement refer to "District Seniority" as defined in (1) and (2) above, unless specifically identified otherwise.

B. 1. The probationary period for new or rehired employees shall be six (6) months of continuous employment. Probationary employees may be discharged for any reason without recourse to the grievance and arbitration process contained in Article 5 and 6. Upon completion of the probationary period, the employees shall accrue seniority retroactively to the date of hire.

2. The qualifying period for newly promoted employees shall be six (6) months. Employees who do not meet the requirements necessary for a satisfactory completion of the qualifying period shall have their employment maintained at the rate of pay earned immediately prior to the promotion. The District shall return the employee to the same classification held prior to the promotion when possible. If a vacancy in the same classification is not available, the District will place the employee in a position which he/she is qualified to perform. When a vacancy occurs in the classification the employee held immediately prior to the promotion, or a comparable classification becomes available, the employee must accept the position. The District may offer and the employee may accept a position outside of the bargaining unit; however, such is not required in fulfilling the intent of this provision. The actions resulting from a failure to successfully complete the qualifying period are not subject to the Grievance and Arbitration Procedures of Articles 5 and 6.

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

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

1. Discharge;

2. Retirement;

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

4. Failure to report for work from layoff within five (5) working days after being notified by telephone, in person, or by return receipt telegram or

certified letter to the employee's last address on record, unless a reason satisfactory to the District is given.

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

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

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

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

1. Layoff requirements;

2. Shift assignments;

3. Annual leave accrual;

4. 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 per hour, that employee would have to repay the $250 (50 hours X $5 per hour) in order to regain the 100 hours of accrued disability 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.

Current employees who have satisfied the conditions and have recaptured their prior service credits shall have two (2) years, from the effective date of this Collective Bargaining Agreement, to repay if they desire to reinstate their disability leave hours.

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 (D) of this article.

ARTICLE 12 - LAYOFF AND RECALL PROCEDURE

A. **LAYOFFS**. If a layoff due to a lack of work or lack of money is found to be necessary, the District shall, except in cases of unusual emergency, provide 30 calendar days' prior written notice to the affected employee and the Association. When a layoff becomes necessary, employees shall be laid off by District seniority from the affected job classifications as follows:

1. Temporary employees;

2. Initial hire probationary employees;

3. Part-time employees;

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

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

B. **BUMPING**. Employees who are subject to layoff, but who have greater District seniority than employees in another lower-paid classification may, if the District concludes that they are qualified, be permitted to bump the least senior employee from the lower-paid classification.

Permanent employees in another bargaining unit represented by the Association and who are subject to layoff may bump into the bargaining unit under the following procedure:

1. The employee must have exhausted all bumping opportunities to avoid layoff within the other bargaining unit;

2. The employee may then bump into the bargaining unit by filling vacancies provided the employee meets the minimum qualifications of the vacancy and if the employee has greater District seniority than other employees within the bargaining unit who have applied for the vacancy;

3. If no vacancies are available to the employee she/he may bump the least senior employee from a lower job classification within the bargaining unit and must meet the minimum qualifications for the position.

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 13 - HOURS, OVERTIME AND PREMIUM PAY

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

For those employees who are assigned to other than the standard workweek, namely a 5/8 workweek, their regular workweek shall consist of eight (8) consecutive hours per day (exclusive of lunch break) during five (5) consecutive days, commencing with the first hour and day of the employee's regularly assigned workweek and shift.

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

For employees who are changed from 4/10's to 5/8's or vice versa, if 48 hours' notice is not given, overtime shall be paid for all hours worked during the first week of such change.

A non-probationary employee who is scheduled and permitted to report to work during any particular workweek shall be provided with work for the balance of that workweek.

B. **CHANGES FROM ONE SHIFT TO ANOTHER** - The employee's regular shift, may be changed by the employer without incurring overtime liability only if 48 hours' written notice is received by the employee prior to commencement of the employee's regularly scheduled workweek.

If the change of an employee's regular shift is initiated by the District without the 48 hours' notice specified above, the District shall pay the employee at the overtime rate plus shift differential (if applicable) commencing on the first irregular shift and continuing through the balance of the workweek. Should the shift change result in more than ten (10) hours being worked in any 24-hour period, or more than eight (8) hours for employees on 5/8's, the shift differential (if applicable) plus overtime rate shall apply for all hours worked in the 24-hour period.

While it is agreed that as much advance notice as possible should be given, temporary shift changes may be made without the notice requirement being met and without incurring the specified overtime liability for the limited purposes of training, District-wide meetings, and jury duty, or at the request of an employee when such is acceptable to the affected supervisor/manager. However, when temporary changes are made for these reasons, the shift differential, where applicable, will continue to be paid.

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

C. **CHANGES TO STARTING TIMES WITHIN THE SAME SHIFT** - Should a temporary change (1 to 7 days) in starting time within the same shift result in more than ten (10) hours being worked, or more than eight (8) hours for employees on 5/8's, in any 24-hour period, the overtime rate shall apply for all

hours worked beyond the regularly assigned hours. In the event of a permanent change in starting times within the same shift or change in days off is instituted without 48 hours' notice, overtime shall be paid for all hours worked in the first workweek of such change.

D. **SEASONAL SHIFT** - If a majority of the affected employees within a given work unit or section requests, through the Association, the District may establish a seasonal work shift for said work unit or section. This seasonal shift shall be in effect from the first Monday in June to the second Friday in September, unless changed by the District and the Association pursuant to the Labor/Management Committee process of Article 32.

1. Unless mutually agreed otherwise, pursuant to the Labor/Management Committee process of Article 32, the seasonal shift for day shift employees shall start one hour prior to the regularly scheduled shift and end one hour prior to the end of the regularly scheduled shift.

2. Unless mutually agreed otherwise, pursuant to the Labor/Management Committee process of Article 32, the seasonal shift for early swing shift employees shall start one hour after the beginning of the regularly scheduled shift and end one hour after the end of the regularly scheduled shift.

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

1. service recognition;
2. standby pay;
3. shift differential;
4. relief shift premiums.

Overtime pay, or any other premium pay, unless listed above, will be excluded from the regular hourly rate when calculating overtime pay. Except in the cases listed below, the "workday" shall commence, for the purpose of computing daily overtime, at the employee's regular assigned starting time and shall end 24 hours thereafter. Exceptions to this workday provision are:

1. Employees working in 24-hour continuous operations divisions and who are regularly assigned to mixed shifts during their workweek;

2. Employees whose shifts are reassigned to provide relief for any reason.

The District has the sole right to require overtime services, to determine when overtime shall be worked, and who shall work overtime. However, the District will endeavor to distribute overtime assignments within the applicable classification as equitably as business demands will permit through methods such as development of skills inventories and assignment tracking. Following each pay period, an overtime roster in each division shall be posted. Any overtime must be authorized by an employee's supervisor prior to the time such work is performed and all overtime shall be compensated to the nearest 1/10th of an hour.

When employees working in a 24-hour continuous operation are required to provide relief to a permanent shift, such relief hours shall be evenly divided between two (2) employees, and neither shall receive recuperation premium under Section (K) of this article.

F. **COMPENSATORY TIME** - The maximum amount of compensatory time an employee may accrue is 160 hours. In lieu of overtime pay, compensatory (comp) time may be accrued at the employee's option if the employee has a balance that will accommodate the additional time without exceeding the 160-hour maximum.

Employee use (taking time off from work) of compensatory time is limited to 60 hours of compensatory time in a payroll year, beginning in 1997.

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

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

1. Requests for use of compensatory time off shall be administered in accordance with Article 17 (Annual Leave), Section (F) of this Agreement.

2. Compensatory time may be "cashed out" up to four times during any payroll year. Requests must be made with a minimum of four (4) working days' written notice for processing and must be for a minimum of 20 hours.

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

G. **RELIEF SHIFT PREMIUMS** - All employees who are temporarily assigned to a shift other than their regular assigned shift (i.e., day, swing or graveyard), for the purposes of providing relief shall be paid a premium of $0.30 per hour (in addition to any applicable shift differentials) for all hours worked outside of their regular assigned shifts. Such employees are exempt from the workday provisions as

provided in Sections (A) and (E) of this article. The District will attempt to schedule the least senior employee for relief shift whenever possible.

H. **SHIFT DIFFERENTIAL** - A shift differential shall be paid for all hours worked to all employees whose regular shift begins between the hours of 12:00 noon and 8:00 p.m. (designated as swing shift). The amount of the swing shift differential shall be four percent (4%) of the employee's hourly rate.

A shift differential shall be paid for all hours worked to all employees whose regular eight (8) hour shift begins between the hours of 8:00 p.m. and 4:00 a.m. (designated as graveyard shift). The amount of graveyard shift differential shall be) six percent (6%) of the employee's hourly rate.

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

Only holidays and hours actually worked will be considered as time worked for the purpose of computing shift differentials. Thus, no shift differential will be paid for time off such as disability leave or annual leave. There shall be no duplication or pyramiding of overtime.

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

In scheduling such overtime, the employee shall be provided a minimum of 16 hours' notice prior to the start of the scheduled overtime and prior to the employee leaving their last shift; otherwise, such work shall be considered a call out subject to the premium pay under Section (J) of this article. It is understood that this provision excludes overtime hours when the employee works as an extension of their regular shift. An extension is defined as a continuation of the subject shift without a break.

If an employee reports for scheduled overtime work, the employee shall receive a minimum of two (2) hours' overtime pay.

J. **CALL OUT AND TRAVEL TIME**

CALL OUT – Off-duty employees who are called out shall be paid on an overtime basis for a minimum of four (4) hours per call out except when the condition(s) in either paragraphs (1) or (2) exist:

1. The period of call out runs into an employee's normal work shift. In this situation he shall be paid at the overtime rate only for the time actually worked outside of his regular shift hours plus the one-half (1/2) hour for travel time.

2. An employee who actually works less than four (4) hours, including the one-half (1/2) hour of travel time on the initial call out and is then called out a second time during the initial four (4) hour period, shall not be entitled to any additional overtime pay unless the aggregate time worked, plus travel time for both occurrences, exceeds four (4) hours.

For employees reporting to District facilities, pay status starts at the time they report to the District facility. For employees with take home vehicles, pay status starts when they report to the job site.

An employee will be eligible for call out pay if he is en route to or arrives at the designated destination prepared to work and the call out is canceled. However, the employee is not eligible for call out pay if he/she is notified of the cancellation of such call out prior to the employee leaving his residence.

The District shall adopt a reasonable system for fairly distributing call out assignments within the applicable classification(s).

TRAVEL TIME – Off-duty employees who are called out shall be paid at the overtime rate for one-half (1/2) hour of travel time for each call out. However, travel time will only be paid in addition to the four (4) hour minimum when the actual time worked for the call out plus the one-half (1/2) hour of travel time exceeds four (4) hours. Travel time will not be paid in addition to the four (4) hour minimum when the actual time worked for the call out plus the one-half (1/2) hour of travel time is less than four (4) hours. For example, for an employee who actually works two (2) hours and 15 minutes, adding the one-half (1/2) hour of travel time still totals less than four (4) hours so the employee only receives the four (4) hour minimum for the call out. However, for an employee who actually works three (3) hours and 45 minutes, the total overtime is four (4) hours and 15 minutes (3 hours 45 minutes + 1/2 hour = 4 hours, 15 minutes). This provision applies regardless of whether the employee reports to District facilities or has a take home vehicle and reports directly to the job site.

K. **RECUPERATION** - Any employee required to work call out or scheduled overtime within the eight (8) hour period immediately preceding his/her regular

scheduled starting time shall be entitled to paid time off from his regular shift as a recuperation period (at his regular straight time hourly rate) for a period of time equal to the time actually worked on the call out, except that an employee on 4/10's shall be entitled to ten (10) hours of recuperation period if he is called out eight (8) hours or more before the beginning of his shift. However, this section is not applicable to call out or scheduled overtime which commences within the three (3) hour period immediately preceding his regular scheduled starting time. If the District fails to provide such a recuperation period, it shall pay the employee on an overtime basis (see Section (E) above) for the time worked within the recuperation period. Employees entitled to recuperation must declare, either prior to or at the beginning of their regular shift, when they will take their recuperation time; i.e., at the beginning or end of the shift.

L. **STANDBY STATUS** - The District may require employees to remain on "standby status" in order to be available for emergencies. When so designated, employees shall be paid a sum equal to 12 hours of pay at their regular hourly rate for each seven (7) calendar days of standby service, or, at the employee's option, 12 hours of annual leave shall be added to the annual leave accrual balance. If one (1) or more paid holidays occurs during a seven (7) calendar day period of standby service, the employee who is on standby will be paid an additional sum equal to eight (8) hours of pay at the regular hourly rate for each such holiday, or, at the employee's option, an additional eight (8) hours of annual leave for each such holiday shall be added to the annual leave accrual balance.

The personnel assigned to standby status shall be those persons normally performing the work and will be selected by seniority among those deemed qualified by the District using the following system:

> Volunteers from the eligible group shall sign up; if volunteers are insufficient to fill the assigned positions, then management shall assign the openings equally among those who remain.
>
> Selection and assignment shall be scheduled at least 30 days in advance, except for emergencies.

Standby status starting time shall commence at the end of the day shift on Tuesday and shall conclude at the end of the day shift on the following Tuesday. For example, if an employee works Monday through Friday, 7:00 a.m. to 3:30 p.m., his standby status runs from 3:30 p.m., Tuesday afternoon to 3:30 p.m. the following Tuesday afternoon.

Employees on an existing standby list may voluntarily exchange weeks on the list. When employees make arrangements for another employee to cover a portion of their standby assignment, as opposed to the entire week, the standby premium will be paid to the employee assigned for the week. All exchanges, whether for full or partial weeks, must be approved, in advance.

The District may place employees on "standby status" for a weekend. Employees so designated will be paid a sum equal to six (6) hours of pay at their regular hourly rate for each weekend of standby or, at the employee's option, six (6) hours of annual leave shall be added to their annual leave balance. In the event that one (1) or more holiday(s) occur in conjunction with a weekend standby assignment, the affected employee shall be paid an additional sum equal to eight (8) hours of pay at the regular hourly rate for each holiday or, at the employee's option, an additional eight (8) hours of annual leave for each such holiday shall be added to the employee's annual leave accrual balance. Weekend standby will commence at the end of shift on Friday and end at the beginning of shift on Monday, or Tuesday if Monday is a holiday.

ARTICLE 14 - LUNCH AND BREAK PERIODS

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

B. An employee who has actually worked four (4) hours of overtime, and is required to continue to work in overtime status thereafter, shall receive a paid meal period of one-half hour at the end of each such four (4) hour period. Exempt from this paid meal requirement are scheduled overtime days worked on the employee's regular days off.

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

ARTICLE 15 - CLASSIFICATIONS AND RATES OF PAY

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

B. **DETERMINING CLASSIFICATION/RATES OF PAY** - Newly created job classifications in the bargaining unit and any changes to the job classifications as set forth in Appendix A are subject to discussion with the Association prior to implementation. The District shall notify the Association, in writing, of any proposed new or modified job classifications. The parties shall meet promptly, but no later than eight (8) working days following notification if the position is vacant, or 30 days if it is not vacant, before any District action is taken.

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

Wage rates for newly created job classifications and for changed classifications shall be comparable, based upon job duties and responsibilities, with the wage assignments contained in this Agreement. Disputes under this article are subject to Grievance and Arbitration (Articles 5 and 6).

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

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

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

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

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

1. **Promotion:**

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

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

are not subject to the Grievance and Arbitration Procedure (Articles 5 & 6) of this Agreement.

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

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

4. **Demotion:** If an employee is demoted, whether voluntarily or involuntarily (including the avoidance of a layoff), the employee will maintain his/her current rate of pay prior to the demotion unless the rate exceeds the control point for the range, in which case he/she shall be paid at the control point of the lower range.

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

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

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

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

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

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

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

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

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

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

1. Should an employee work overtime during the assigned period for which an increment is applicable, such overtime shall be paid at the assignment rate. Previously scheduled appointments or emergencies requiring leave of less than three (3) hours' duration will not cause the loss of "full day" status.

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

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

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

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

Statistical reports regarding merit increases, with organization-wide comparability, will be provided on an annual basis. Individual data/statistics of

the nature provided in the original report will also be provided on an annual basis or upon the request of the Association up to a quarterly basis. The Association may request a meeting with District management to review/discuss this data at any time.

ARTICLE 16 – HOLIDAYS

A. The District shall observe the following scheduled holidays:

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

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

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

Each employee working 4/10's is eligible for a maximum of 90 hours of holiday pay per calendar year. Each employee working 5/8's is eligible for a maximum of 96 hours of holiday pay per calendar year. All holiday hours not used during the calendar year will be lost. There will be no carry-over from year to year.

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

Floating holiday hours may be used in increments of not less than two (2) hours. Each employee is responsible for ensuring that he/she does not use floating holidays hours in excess of the eligible amount. Should this happen the employee will have scheduled holiday time charged to accrued vacation or Leave WithOut Pay (LWOP) for any scheduled holidays for which no paid holiday hours

are available. Calendars for various work schedules showing scheduled and floating holiday amounts for each year are available on the Hydroweb.

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

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

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

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

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

G. There will be no pay-off of unused holiday hours (scheduled or floating) upon separation from employment.

ARTICLE 17 - ANNUAL PAID LEAVE (VACATION)

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

B. One (1) year of credited service as used in this article means the same as the term is used in Article 11 (Seniority).

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

RATE OF ACCRUAL	FOR YEARS OF SERVICE
3.70 hours/pay period	0-3 years
4.62 hours/pay period	4 years - 12 years
6.20 hours/pay period	Over 12 years

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

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

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

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

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

The minimum amount an employee may cash out is 20 hours and a minimum of four (4) working days' written notice must be given to process such request.

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

H. **ELIGIBILITY CRITERIA FOR SELL BACK OR CASH OUT**

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

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

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

For the purpose of qualifying for a sell back or cash out under this provision, the leave taken may include annual leave, floating holidays, 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 holiday on Monday, and annual leave on Tuesday.

I. Annual leave must be scheduled in advance, whenever possible, and will be scheduled by the District so as to minimize interference with normal operations. Annual leave shall not be used for disability leave purposes unless all disability leave is exhausted.

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

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

ARTICLE 18 - 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 19.

Annual leave shall not be used for disability leave purposes unless all disability leave is exhausted.

C. **PHYSICAL EXAMINATIONS** - An employee returning to work after an absence of 30 consecutive calendar days or more due to illness or injury, shall submit certification by a licensed physician of fitness to perform his/her normal work assignments. Any physician examination costs associated with obtaining this certification of fitness shall be borne by the employee.

D. **ABUSE OF DISABILITY LEAVE** - Disability leave is extended to assist District employees when illness prevents them from working. If the District reasonably suspects abuse, it may require a physician's certificate. Such a certificate is binding on the District in the absence of evidence to the contrary. Abuse of disability leave by an employee may result in disciplinary action.

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

F. **LIGHT DUTY WORK/TEMPORARY DISABILITY REASSIGNMENT** - Following the illness or injury of an employee, the District shall provide such employee with available light duty work for which the employee is qualified and able to perform or the employee may be assigned to work less than a full workday within the employee's regular classification. 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.

Light duty work performed under this section shall be limited to a period not to exceed 60 paid days.

G. **PERMANENT DISABILITY REASSIGNMENT** - If, in the opinion of the employee's physician and a District selected physician, the employee cannot

perform, and will not be able to perform, his/her regularly assigned duties due to disability and should be limited to performance of other, less physically demanding duties, the District shall make an effort to reassign the employee to a position for which he/she is qualified and able to perform, provided such an opening exists at that time. Such reassignment is in lieu of termination or disability leave, whichever is appropriate.

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:

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

All 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 19 - INDUSTRIAL INJURY

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

The period of income maintenance will be calendar days for specific types of injuries as agreed upon by the parties. If a dispute arises regarding the diagnosis, because of either medical or clerical error, the District may require the employee to undergo an examination by a District selected physician at District expense. If the injury is clearly not covered in the income maintenance agreement, or, after the above mentioned examination, the nature of the injury is in reasonable dispute between the District and the employee, the income maintenance period will be a maximum of 45 calendar days.

B. The District, under the income maintenance period, shall continue payment of employee group health plan, retirement pension plan contributions and/or any other benefits as though he/she were still on the job. In the event the recovery period is for more than the 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/she shall suffer no loss of net pay.

C. For temporary and/or permanent light duty reassignment, the provisions of Article 18 (Disability Leave) shall control.

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

E. When the 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 SIIS claim.

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

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

I. The District and the Association shall establish a committee consisting of three (3) Association Representatives and three (3) management representatives to review accident reports, unsafe working conditions and develop cost-containment measures.

J. Any employee who falsifies an industrial injury claim, or in any way attempts to receive benefits when the injury was not employment related, shall be subject to discipline up to and including immediate separation.

ARTICLE 20 - CHILD CARE

A. **CHILD CARE**. After the birth or adoption of a child, an employee (male or female) shall, upon written request, be granted disability leave where appropriate, annual leave to the extent accrued or be placed on an unpaid status for purposes of child care. Disability leave shall be used consistent with practice and the provisions of Article 18, Disability Leave, herein.

B. The combined total of the above leaves may not exceed six (6) months. Persons employed to fill positions becoming vacant due to leaves under this article shall hold such positions subject to being reassigned to another position, if available, or terminated upon the return of the employee to the former position.

ARTICLE 21 - BEREAVEMENT LEAVE

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

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

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

ARTICLE 22 - COURT LEAVE

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

1. on a jury;

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

3. in court under subpoena.

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

B. Employees involved in civil or administrative proceedings may utilize accrued annual leave to attend any meetings, hearings or proceedings required.

ARTICLE 23 - MILITARY LEAVE

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

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

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

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

E. In order that no employee shall suffer any loss of income as a result of a reserve status in any of the Branches of the Armed Forces of the United States or the Nevada National Guard, the employee shall, upon presentation of official orders for active duty for training, be granted leave for a period not to exceed three (3) workweeks (120 hours) in one (1) calendar year. In the event that the amount of the employee's military base pay is less than the amount of his/her regular District base pay, the District will make up the difference.

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

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

ARTICLE 24 - SPECIAL LEAVE

An employee's Department Head may, in his/her discretion, grant an employee special leave without pay. If the leave is to extend beyond 30 calendar days, or is to involve full or partial pay, final approval rests with the General Manager. Disputes arising from this article are not subject to Grievance and Arbitration under Articles 5 (Grievance Procedure) and 6 (Arbitration).

ARTICLE 25 - GROUP HEALTH INSURANCE

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

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

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

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

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

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

contribution shall cease and the retiree will become responsible for 100% of the premium cost.

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

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

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

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

ARTICLE 26 - SERVICE RECOGNITION

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

1. All regular, full-time employees shall receive service recognition in the amount of $200.00 per full year of service after seven (7) continuous years of service. For example, an employee would receive $1,400.00 after his/her seventh (7^{TH}) year of continuous service, $1,600.00 after his/her eighth (8^{TH}), $1,800.00 after his/her

ninth (9^{TH}) and so on. Service recognition shall be paid in annual disbursements on each employee's anniversary date each year.

2. Employees who regain service credits pursuant to Article 11 (Seniority), shall also be eligible for service recognition based on the "bridged", or reconstructed, length of service.

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

ARTICLE 27 - PENSION-RETIREMENT

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

The parties agree to the creation of a Pension Committee consisting of up to three (3) representatives from the Field Bargaining Unit and three (3) representatives from District management. The Pension Committee will meet when necessary within the 30 day period prior to Pension Subcommittee meetings for the purpose of discussing proposed changes to the District's Pension Plan document.

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

ARTICLE 28 - PHYSICAL EXAMINATIONS

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

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

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

ARTICLE 29 - PART-TIME AND TEMPORARY EMPLOYEES

The District retains the right to hire part-time and temporary employees. Part-time employees are those whose regular work schedule involves less than 40 hours per week. A temporary employee is one hired without a permanent assigned position, which may or may not fit within the regular classification system.

Temporary employees will be hired for assignments of six (6) months or less except when hired to replace a regular employee on leave or a regular employee on a temporary assignment.

When a regular employee is capable of performing the duties of a classification by working out-of-range for training purposes, except in limited instances when business needs dictate otherwise, the initial vacancy shall be filled through the temporary assignment of a bargaining unit employee, rather than by a temporary employee. The District is not obligated to continue this process for subsequent vacancies created due to the temporary assignment.

Temporary employees shall not be hired when there is a regular employee on layoff who is qualified to perform the work. Where the work in that classification is light duty work and there is a regular employee who is disabled from working a heavier duty job but who is qualified and released for that light duty work in that classification, the District shall make a reasonable effort to utilize those employees before hiring a temporary employee.

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

Part-time employees shall receive one-half of the regular holiday, disability leave and vacation benefits. Part-time employees shall not be entitled to seniority rating, but upon becoming full-time shall receive seniority credit for their part-time service converted to full-time equivalent (e.g., half-time for one (1) year equals one-half (1/2) year of seniority).

ARTICLE 30 - UNIFORMS

A. Due to the nature of their work, certain designated District employees will be furnished a sufficient number of uniforms so that they may report to work in a fresh uniform each day.

B. Laundry service will be provided for employees' uniforms at District expense. Uniformed employees are expected to wear a fresh uniform to work each day. Each employee using the laundry service is responsible for bringing in soiled uniforms on "laundry day" so that fresh uniforms are always available. Any "late wash" charges resulting from employees who take their uniform to the laundry for

cleaning after the prescribed "laundry day" shall be borne by the employee and not the District.

C. The District will provide certain designated groups of employees with District-insignia warm weather T-shirts which are worn during periods prescribed by the District. Proper care and laundry of these shirts shall be the responsibility of the employee. In addition, during hot weather schedules, Meter Readers and Meter Servicemen may wear District-approved shorts.

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

ARTICLE 31 - SAFETY

A. The District shall remain in compliance with state and federal law with respect to the health and safety of the employees during their employment. The District shall furnish at its expense any required personal standard safety and protective devices for which the employees shall thereafter be responsible.

B. Employees shall comply with all safety policies, practices and rules established by the District from time-to-time, and shall cooperate with management in enforcing all safety measures.

C. 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. No employee shall be required to work with an energized electrical potential of 400 volts nominal or more without the assistance of a qualified person as defined by OSHA.

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

ARTICLE 32 - LABOR/MANAGEMENT COMMITTEE

A. A Committee of the District and the Association shall meet every other month. The meetings will be held at mutually agreed times and places and shall be for the purposes of:

1. Discussing the administration of this Agreement;

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

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

B. The District will request a labor/management meeting to discuss any organizational changes; i.e., department reorganizations, contracting with private interests and/or process improvements that will impact Unit employees. Such discussions will take place prior to any plan becoming finalized or implemented so a thorough discovery and disclosure of potential negative impacts as perceived by the Association can be undertaken and such concerns will be considered and discussed.

C. Any issues to be discussed shall be advanced by the requesting party to the other at least 72 hours prior to the scheduled meeting time.

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

ARTICLE 33 - EDUCATION ASSISTANCE

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

A. **CRITERIA FOR REIMBURSEMENT**:

This program is not intended to finance degree programs or enhance an employee's personal growth and development other than as related to an employee's competencies and/or preparation for promotional opportunities within

the District. Therefore, the definitions of "job-related" and "non-job-related" are relative to the opportunities and technology existing, or anticipated to exist, within the District.

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

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

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

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

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

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

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

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

B. **PROCESS FOR SEEKING REIMBURSEMENT**:

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

2. The employee shall submit the application to the department head. The department head will then forward the application to Human Resources with his/her recommendation for final approval. Human Resources will notify the employee as to whether the application has been approved/denied. Denial of approval is not grievable under the grievance resolution procedures of Articles 5 and 6 of this Agreement. However, the employee may appeal the decision to the Director of Human Resources. The decision of the Director of Human Resources will be made after discussions with all parties to the previous decision. If the decision to deny is upheld, it shall be stated in writing to the employee; if approved, the application will be processed without further delay.

3. Upon completion of the class, the employee must present a grade transcript or certificate of successful completion and a receipt for reimbursable costs to Human Resources in order to be reimbursed for each approved class.

C. **GENERAL PROVISIONS**:

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

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

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

ARTICLE 34 - MISCELLANEOUS

A. **MILEAGE** - The District shall reimburse employees at the maximum rate allowed as non-taxable under the IRS regulations for the required use of personal vehicles for District business.

B. **COPY OF CONTRACT** - The District will promptly furnish a copy of the contract to employees in the bargaining unit.

C. **PROTECTION FROM THE ELEMENTS** - The District shall continue its current practices with respect to the furnishing of protection from the elements.

D. **COFFEE AND OTHER HOT BEVERAGES** - The District shall continue its current practices with respect to furnishing coffee and other hot beverages. See Memorandum of Understanding, effective January 31, 2011.

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

F. **FUND RAISING** - The District recognizes that, from time to time, the Association may be involved in fund raising projects. Should such projects involve District time or property, and/or exception to policies, procedures, or the terms of this Agreement, such projects will be a proper subject of discussion under the provisions of the Labor/Management Committee.

ARTICLE 35 - ASSOCIATION DUES DEDUCTIONS

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

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

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

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

E. Said dues deduction will be withheld from the second pay period of each month. The District will not be required to honor for that month's deduction any

authorizations or revocations that are delivered to it later than ten (10) days prior to the second pay period of the month.

ARTICLE 36 - SAVINGS CLAUSE

Should any valid federal or state law or final determination of any administrative agency or court of competent jurisdiction affect any provision of this Agreement, the provision or provisions so affected shall be made to conform to the law or determination, and otherwise this Agreement shall continue in full force and effect. It is agreed that in the event a provision of this Agreement is so judged to be invalid or unlawful, the District and the Association shall meet immediately and commence negotiations to modify and bring the invalidated provision into compliance.

ARTICLE 37 - EFFECT OF AGREEMENT

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

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

ARTICLE 38 - COST-OF-LIVING WAGE ADJUSTMENT

A. Effective with the first full pay period in July 2011, 2012, 2013, and 2014. Field Unit employees shall receive a cost-of-living wage adjustment equal to the annual increase as of April, per the Consumer Price Index, All items, All Urban Consumers, Pacific Cities, West-A.

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

C. This article shall be automatically reopened if the *Consumer Price Index, All Items, All Urban Consumers, Pacific Cities, West-A, as above in A,* is above three percent (3%) or falls below one-and-one-half percent (1.5%). Additionally, should a Consumer Price Index be developed for the Las Vegas Metropolitan area, the parties may discuss its applicability.

ARTICLE 39 - EMPLOYEE ASSISTANCE PLAN

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

This program will:

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

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

3. include procedures for self and supervisory referrals.

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

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

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

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

ARTICLE 40 - LONG-TERM DISABILITY INSURANCE

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

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

Employees hired after the effective date of this Agreement will be eligible for coverage the first of the month coinciding with or next following 60 days of employment.

Current Benefit Level: The District has a benefit level of 67% with an elimination/qualification period of 120 days.

ARTICLE 41 – FAMILY CARE PROGRAM

Under a prior Agreement, the District developed and implemented an on-site day care program for school age children during traditional school and track breaks. The purpose of this program was to assist employees with their day care needs. Recently, the track break system was eliminated and, for this and other reasons, the employees' on-site day care needs lessened significantly resulting in an unsustainable financial condition. However, the District is working to develop programs that are responsive to our current employees' needs as well as being financially feasible.

After January 1, 2011, the District and the WEA representatives will meet and evaluate the current financial situation and any potential options. The existing program will continue and no action will be taken to eliminate the on-site daycare center before the parties meet. Any decisions regarding elimination of the on-site daycare center will be communicated to the employees a minimum of 60 days in advance.

ARTICLE 42 – FLEXIBLE BENEFITS PROGRAM

The District will continue providing a Flexible Benefits Program. Current core benefits (health insurance, long-term disability, life insurance, accidental death and dismemberment, and Employee Assistance Program) will not be affected by this program.

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

determined by the employee's enrollment status in the Group Health Insurance Plan: Employee Only = $200; Employee and Spouse = $60; Employee and Child(ren) = $30; and Family = $20.

The providers and specific product list may vary from year to year but will be designed to the extent possible, to respond to employee needs and maintain a balance of service and value.

ARTICLE 43 - DURATION

A. Except as provided in Section (D) below, this Agreement shall remain in full force and effect until June 30, 2015, unless extended by mutual written agreement.

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

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

D. It is agreed that for the third year of this Agreement, either party may select one (1) economic issue to reopen, two (2) for the fourth year and three (3) for the fifth year. Notice of the desire to negotiate under this provision shall be given prior to February 1 of the applicable year. The opportunities provided for by this paragraph are in addition to the Wage Adjustment re-opener, included in Article 38, Paragraph (C), herein.

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

DATED: JULY 1, 2010
LAS VEGAS VALLEY WATER DISTRICT

By: The Board of Directors

On: December 21, 2010

WATER EMPLOYEES ASSOCIATION OF NEVADA - FIELD UNIT

By: Robert Siqueiros

On: 6/2/11
Date

APPENDIX A

CLASSIFICATION	RANGE
Backflow Technician	24
Custodian I	8
Custodian II	11
Distribution Facility Locator	21
Distribution System Crew Leader	27
Distribution System Operator	27
Distribution System Serviceperson I	19
Distribution System Serviceperson II	23
Distribution Work Planner	29
Electrical/Electronics System Technician I	25
Electrical/Electronics System Technician II	28
Facilities Locator Technician I	21
Facilities Locator Technician II	24
Facilities Maintenance Mechanic I	23
Facilities Maintenance Mechanic II	25
Field System Operator I	21
Field System Operator II	23
Fleet Electronics Technician	25
Fleet Mechanic I	23
Fleet Mechanic II	25
Fleet Paint & Body Mechanic	25
Fleet Parts Technician I	21
Fleet Parts Technician II	23
Fleet Service Worker I	11
Fleet Service Worker II	19
Groundskeeper I	11
Groundskeeper II	19
Heavy Equipment Operator - Distribution	25
Heavy Equipment Operator - Facilities	24
Industrial Engine Mechanic I	25
Industrial Engine Mechanic II	27
Inspector I	23
Inspector II	25
Lead Custodian	21
Lead Facilities Maintenance Mechanic	27
Lead Groundskeeper	22
Lead Material Handler	25
Lead Meter Operations Mechanic	26
Machinist	28

CLASSIFICATION	RANGE
Maintenance Assistant I	10
Maintenance Assistant II	17
Major Construction Project Inspector	29
Material Handler I	21
Material Handler II	23
Meter Mechanic I	21
Meter Mechanic II	24
Meter Service Field AMR Coordinator	27
Meter Service Field Representative I	19
Meter Service Field Representative II	21
Meter Service Field Representative III	24
Meter Service Field Representative Trainee	11
Meter Service Technician I	19
Painter I	21
Painter II	24
Rural System Operator	26
Senior Inspector	27
Senior Planner/Scheduler	29
Survey Technician	22
Tool/Equipment Mechanic	24
Utility Driver	11
Water Quality Monitoring Field Specialist I	22
Water Quality Monitoring Field Specialist II	24
Water Waste Investigator	18
Water Works Mechanic I	24
Water Works Mechanic II	27
Welder I	21
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