

Agreement

Between
Lovelock Meadows Water District
and
Lovelock Meadows Water District Employees' Association
Operating Engineers Local Union No. 3

2013-2016

Article I. Parties

This agreement is entered into this _day of, by and between the Lovelock Meadows Water District, a political subdivision of the State of Nevada, (hereinafter referred to as "District"), and the Lovelock Meadows Water District Employees' Association (hereinafter referred to as "Association").

Article II. Authorized Agents

For the purpose of administering the terms and provisions of this Agreement, the following agents have been designated:

The District's principal authorized agent shall be: the Chairperson of the Board.

The Association's principal authorized agent shall be: the President of the Association. The board acknowledges that the Association is currently represented by Operating Engineers Local Union No. 3.

Article III. Recognition

The District (Employer) recognizes the Association as the sole collective bargaining agent for all regular Office Personnel and Field Workers of the District who are presently employed and subsequently hired by the District at its location in Nevada. Both parties agree not to discriminate against any employee because of membership or non-membership in the Association.

Article IV. Definitions

- 1.) "Board" as used in this agreement shall be the Lovelock Meadows Water District Board of Trustees.
- 2.) "Day" is calendar day unless otherwise stated.
- 3.) "Year" is calendar year unless otherwise stated.
- 4.) "Year of Service" is twenty-six (26) complete payroll periods of paid, unbroken employment with the District.
- 5.) "Association" as used in this agreement shall mean the Lovelock Meadows Water District Employees' Association, and is the entity know as the Employee Organization in the NRS Chapter 288.
- 6.) The terms "Board and Association" will include authorized offices, representatives, and agents. Each entity reserves the right to act by committees or designated representatives.

- 7.) The term "District" as used in this agreement is the Lovelock Meadows Water District.
- 8.) "Field Workers" will include Utility Workers, Foreman and Distribution Specialists.
- 9.) "Contamination" will include materials that contaminate such as asbestos, lead or lead based paint, silica sand, concrete dust, sewage, or as defined by OSHA.

Article V. Association Rights

- 1.) The District will make available, upon a timely request by the Association, a meeting room or facility.
- 2.) The District agrees to allow limited use of the District's informal interdepartmental mail system by the Association. Such use shall not incur any costs to the District.
- 3.) The District agrees that the Association may use District copy machines provided such use of the same does not interfere with District business.
- 4.) The District recognizes and agrees to deal with accredited employee representatives of the Association on matters covered by this agreement.
- 5.) The Board and Association shall designate one (1) representative as each entity's spokesperson for negotiation purposes. Each party shall provide this list of representation to the other party.
- 6.) Paid release time for an Association representative shall be limited to:
 - a.) Meetings with the District that have a direct impact on the Association.
 - b.) Meetings with District management upon its request.
 - c.) Meetings with management as an employee representative in the grievance or disciplinary procedures.
 - d.) Meetings held pursuant to this Agreement or for negotiations of a subsequent Agreement.
- 7.) The parties agree that for good consideration, the District will provide payroll deduction to the Association on the following terms:
 - a.) The District shall, upon written request of the Association, deduct dues from the salaries of the Association members and remit the total deduction to the designated Association officer on a monthly basis. No deductions shall be made except in accordance with an authorized deduction form individually signed and voluntarily executed by the employee. No stated restriction shall require the employee to remain a member or require the District to withhold dues beyond the end of the calendar month of the employee's action to terminate such status.
 - b.) The Association shall certify to the District in writing the current rate of membership dues and will notify the District of any change in the rate of membership dues at least thirty (30) days prior to the effective date of such change.
 - c.) The Association shall indemnify and hold the District harmless against any and all claims, demands, suits, and all other forms of liability, which shall arise out of or by reason of action taken or not taken by the District at the request of the Association under the provisions of this Article or through the proper execution of this Article.

Article VI. District rights

The District retains, solely and exclusively, all the rights, powers, and authority exercised or held prior to the execution of this Agreement except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the District and not abridged herein, may include but are not limited to the following:

- 1.) To manage and direct its business and personnel.
- 2.) To manage and control its departments, facilities, and operations.
- 3.) To create, change, combine or abolish jobs, departments, and facilities in whole or in part to direct the work force.
- 4.) To increase or decrease the work force and to determine the number of employees needed.
- 5.) To hire, promote, terminate, and maintain the discipline and efficiency of its personnel.
- 6.) To establish work standards, schedules of work, workload, schedules of work hours including overtime, determine type and scope of work to be performed by employees.
- 7.) To classify positions and establish initial salaries of new classifications.
- 8.) To take whatever action necessary to prepare for and operate in an emergency.

Article VII. Employment status

- 1.) **Regular full-time** employees are employed to work forty (40) hours or more on a regular basis.
- 2.) **Regular part-time** employees are employed to work twenty (20) hours or more per week but less than forty (40) hours per week.
- 3.) **Temporary** employees are employed for a specific time period or for the duration of a specific project or group of assignments, but not to exceed one hundred eighty (180) days under any circumstances and are not covered under this Agreement.
- 4.) **Part-time** employees are employed to work less than twenty (20) hours per week on a regular basis and are not covered under this Agreement.
- 5.) **Probationary** employee is any regular full-time or regular part-time employee newly employed and as designated in this Agreement.

All newly hired regular full-time or regular part-time employees of the District will be placed on probation for a period of six (6) months from the date of their hire. Any employee on probationary status may be terminated without cause at any time within the probationary period. Upon successful completion of the probationary period, the employee shall advance to either regular full-time or regular part-time status. Any employee who has fulfilled the probationary period of time is entitled to the grievance procedure as provided in this Agreement.

Article VIII. Wages

Represented employees will receive a two percent (2 %) increase in wages, effective July 1, 2013 , a two percent (2%) increase in wages effective July 1, 2014, a two percent increase in wages effective July 1, 2015 during the Agreement term and expiring July 1, 2016. Effective July 1, 2013 the starting hourly wage for a utility worker will increase

from eleven dollars and fifty cents (\$11.50) to thirteen dollars and fifty cents (\$13.50).

Article IX. Training

Employees who receive a CDL, Distribution Specialist I or Distribution Specialist II license will receive \$1.00/hour per accomplishment, as approved by the Board of Trustees on August 11, 2003. Once an employee achieves a Distribution Specialist III certificate with a CDL, he/she shall be paid \$1.00/hour more than his current rate of pay as a Distribution Specialist II, plus any future board increases received by the District Employees

The District will pay for any training the District requires for employment in the District. Should the Employee choose to be certified in any area related to that employee's direct job duties, upon Manager's approval, the employee will be reimbursed the cost of testing in accordance with Policy 8-01.

Article X. Medical Insurance, Public Retirement System (PERS), and Disability Benefits

- 1.) The Association agrees to participate in a committee comprised of two (2) representatives of the Association and two (2) representatives of the District to review health insurance issues. From time to time, the committee, upon unanimous vote, may make recommendations to the District for changes in the benefit plans or vendors servicing the plan. Thereafter, the District may adopt, modify, or reject the recommendations of the committee.
- 2.) Employees shall be eligible for contribution toward health insurance premiums beginning with the first day of the month following completion of thirty (30) days of continuous employment. For insurance purposes, all persons working for the District are required to be employed on a regular basis in order to be covered by this insurance. Eligibility for District health insurance benefits is only provided to employees that regularly work twenty (20) hours or more per week and who have made application and have been issued a Certificate of Insurance from the provider
- 3.) The District agrees to contribute the total amount due per month toward all regular full-time and regular part-time employees health coverage premiums. The employee may include his/her dependents under the District's group health insurance by arranging for the appropriate payroll deduction to provide coverage. Said contributions and coverage shall be subject to policy restrictions.
- 4.) The District agrees to continue the general levels of health coverage or benefits in the event of a change of providers to the District with no lapse in coverage . If the insurance carrier suffers financial difficulties, the District will not subsidize coverage.
- 5.) The District agrees to pay the Public Employees Retirement System contribution, both employer and employee's portion, in full for all employees covered in this Agreement.
- 6.) The District agrees to pay any future increases required paid by the District as determined by the Legislature or the PERS Board.
- 7.) All employees are covered by PACT insurance (worker's compensation) for on-the-job related injuries or occupational diseases. Applicable laws governing Worker's Compensation benefits shall be adhered to.

- 8.) The District agrees to make available long-term disability insurance coverage and extended life insurance coverage for all employees covered in this Agreement. Coverage shall be made available through the Nevada Insurance Pool or a similar coverage selected by the association. Payment of premiums for such coverage shall be the responsibility of the employee and may be made through authorized payroll deductions provided by the District.

Article XI. Work hours and Payroll periods

- 1.) The normal workweek of all regular full-time employees shall normally consist of five (5) consecutive days consisting of eight (8) hours each, exclusive of a lunch period. Each employee shall be assigned regular starting and quitting times, which shall not be changed without prior notice.
- 2.) The normal workweek of all regular part-time employees shall normally consist of five (5) consecutive days consisting of four (4) hours, excluding a break period. Each employee shall be assigned regular starting and quitting times, which shall not be changed without prior notice.
- 3.) Employees shall be granted a fifteen (15) minute rest period during each work shift consisting of four (4) or more consecutive hours worked. Such breaks shall not be taken within one (1) hour of the employee's starting time, quitting time, or meal period and shall not be accumulated or used to supplement meal periods, arrive at work late or leave work early. Such rest periods shall be taken without loss of pay and the employee shall not be required to make up such time.
- 4.) There shall be twenty-six (26) payroll periods per year.

Article XII. Overtime

Overtime is the time actually worked as authorized and directed by management, which exceeds eight (8) hours per day or forty (40) hours per week. For purposes of the Article; Holidays, Sick Leave and Annual Leave taken by an employee shall be considered as time actually worked.

- 1.) Employees who have worked overtime during a pay period shall receive payment for the overtime at the rate of one and one-half (1½) times their normal base hourly rate. Per overtime occurrence, the first four (4) consecutive hours worked shall be paid at the rate of one and one-half (1½) times their normal base hourly rate and two (2) times the normal base hourly rate for any additional consecutive overtime worked. An employee exceeding five (5) consecutive overtime hours worked shall be compensated one (1) meal equal to the State per diem rate.
- 2.) Overtime worked will be compensated to the nearest fifteen (15) minute interval rounded up to the next quarter hour.
- 3.) Employee may receive compensatory time off (Comp time) at a rate not less than one and one-half (1 ½) hours for each hour of employment for which

overtime compensatory time is required. Use of this compensatory time shall be permitted within a "reasonable period" after making the request if such use does not "unduly disrupt" the operations of the agency. (reasonable period and unduly disrupts as defined in Section 553.25 of FLSA regulations.) No employee shall accumulate more than eighty (80) hours of compensatory time off. If an employee has reached the maximum accumulation of compensatory time and is required to work overtime, such additional overtime shall be paid per item Article XI Sec.1. All employees covered in this Agreement shall designate in red on his/her time card whether overtime worked shall be accrued as compensatory time off or paid as overtime compensation. Time worked but not designated shall be paid as overtime compensation.

- 4.) An employee shall be compensated for a minimum of two (2) hours per occurrence computed at one and one-half (1½) times their normal base hourly rate when called out or called back to work.
- 5.) Call out or Called back time is defined as a request to return back to work after the employee has ended his or her work shift. Call out will be paid for a minimum of two hours and if work exceeds the minimum employees will be compensated to the nearest fifteen (15) minute interval rounded up to the next quarter hour.

Article XIII. Legal Holidays

New Year's Day, Martin Luther King Jr. Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Veteran's Day, Thanksgiving Day, Family Day, Christmas Day shall be paid holidays in addition to any other day that may be appointed by the President of the United States or the Governor of the State of Nevada.

- 1.) If an employee is required to work on a legal holiday as defined, the employee will be paid eight (8) hours at their normal base pay rate plus two (2) times their normal base rate of pay for any hours actually worked computed in fifteen (15) minute intervals rounded up to the nearest quarter hour.
- 2.) Employees shall be given one Personal Holiday per year, which may be used only as a whole day. A notice from the employee requesting the Personal holiday must be made and approved before the holiday may be scheduled. A notice of five days prior to the holiday may not be refused. This time off may not be accumulated nor shall compensation be made in lieu thereof. Personal holidays need to be used before December 31st or they will be forfeited by the employee.
- 3.) If a legal holiday occurs during an employee's leave, it shall not be charged against the employee's leave time.

Article XIV. Annual leave

All regular full time and part time employees covered under this agreement shall be entitled to annual leave. Annual leave will accrue on a prorated per pay period basis according to the following schedule. Employees employed on a continuous basis for a period of six (6) months shall be entitled to annual leave. Regular part time employees who work at least 20 hours per week shall earn annual leave on a prorated basis based on the number of hours worked in the pay period.

Continuous Service

1 st – 5 th year	80 hours per year	3.08 per pay period
6 th – 10 th	104 hours per year	4.00 per pay period
11 th – 15 th	120 hours per year	4.62 per pay period
16 th – 20 th	144 hours per year	5.54 per pay period
21 st – 25 th	160 hours per year	6.16 per pay period
26 th – 30 th	200 hours per year	7.70 per pay period
31 st and after	240 hours per year	9.24 per pay period

- 1.) Employees who have completed at least twelve (12) consecutive months service and leave the District shall be paid for all accumulated annual leave not taken at their current base hourly rate.
- 2.) If an employee dies and was entitled to accumulated annual leave under the provisions of Article XIII, the heirs of such deceased employee shall be paid for all accumulated annual leave not taken at the current hourly base rate for the deceased employee.
- 3.) An employee may carry over a maximum of eighty (80) hours of annual leave time into the next calendar year and forty (40) hours of annual leave for a regular part-time employee.

Article XV. Sick and Bereavement Leave

Sick leave will accrue on a prorated per pay period. Each employee may take their leave as they earn it.

- 1.) All regular full-time employees shall receive sick leave at the rate of 4.62 hours per pay period. All Regular part-time employees who work at least 20 hours per week shall earn sick leave on a prorated basis based on the number of hours worked in the pay period.
- 2.) Sick leave not used during the year may be accumulated and carried over up to a maximum of six hundred (600) hours per employee, three hundred (300) hours for a regular part time employee.
- 3.) Employees using sick leave for three (3) consecutive days may be required to provide a medical doctor's excuse upon returning to work.
- 4.) Upon termination, for any reason, accrued sick leave not used shall be compensated at a rate of twenty-five (25) percent of the employee's current hourly base rate
- 5.) An employee who has more than two hundred (200) hours of sick leave accrued may donate his/her accumulated sick leave beyond that minimum to an employee or employees who are on sick leave for catastrophic illness pursuant to the following restrictions:
 - a. The donation must be totally voluntary by the donor.
 - b. The employee receiving the sick leave must have exhausted all of his/her available paid leave including all sick leave, annual leave, and compensatory leave.
 - c. The employee receiving the sick leave may not be on leave for an on-the-job injury covered by Worker's Compensation Insurance.

- d. The employee giving the sick leave must do so in writing and in increments of eight (8) hours each.
 - e. The grant of sick leave must be irrevocable
 - f. The total hours donated to an employee shall not exceed the number of hours necessary to avoid a loss in pay between the time the employee exhausts his/her paid leave pursuant to subsection 2 and either the employee's return to work or the employee's eligibility for disability insurance.
- 6.) Paid Bereavement Leave will be granted if there is a death in the Employee's family for the following family members: spouse, documented significant other, child, step-child, parent, parent-in-law, daughter or son-in-law, grandparent, brother or sister, grandchild, grandparent-in-law, brother or sister-in-law, great-grandparent, aunt or uncle, niece or nephew, great-grandchild. Three (3) days of bereavement leave will be granted if the death is within 500 miles. Five (5) days will be granted if the death is further than 500 miles.

Article XVI. Investment program

The District will provide participation in a 457 Tax Deferred Investment Program, which will be available for voluntary enrollment by all regular employees.

Article XVII. Safety provisions

- 1.) The District will provide its employees with any and all safety equipment required (i.e. safety glasses, reflective vests, gloves).
- 2.) The District will provide appropriate training/schooling to ensure that it's employees are provided with adequate methods of operation and equipment.
- 3.) The district will provide a washer and dryer at the shop to be used only for clothes that have been contaminated on the job. Use of the washer and dryer for any other purposes other than cleaning of contaminated clothing will result in disciplinary action that may include termination.
- 4.) The District will implement a policy stating chest x-rays will be given annually.

Article XVIII. Uniforms

All field workers, upon completion of their probationary period, will be provided 5 pairs of pants, 1 sweatshirt and 1 safety colored winter coat. The District will replace the uniforms as needed when damaged and non-repairable. The outer layer of the shirt, coat or jacket will be safety colored. Starting July 1, 2010 every field worker will receive 5 new pair of pants. All the pants will be the same color and brand. After July 1, 2010 the pants will only be replaced when damaged and non-repairable.

Article XIX. Grievance Procedure

The District is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from management.

The District strives to ensure fair and honest treatment of all employees. Management and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

If employees disagree with established rules of conduct, policies, or practices; they can express their concern directly to the Board. No employee will be penalized; formally or informally, for voicing a complaint with the District in a reasonable, businesslike manner, or for using the problem resolution procedure as set forth.

If a situation occurs, when an employee believes that a condition of employment or an employment/disciplinary decision affecting them is unjust or inequitable; this is the only method of appeal and all other rules expressed herein apply. A disciplined employee who fails to follow this procedure shall be deemed to have waived his/her rights provided under this agreement.

1.) Informal Discussion:

- A.) Both parties encourage employees covered by this agreement to resolve their problems with the manager. The provisions of this Article are not intended to preclude a potential grievant from informally discussing the problem with the manager prior to filing a formal grievance.
- B.) If a potential grievant requests an informal discussion with the manager concerning any problem, complaint, suggestion, or question, such informal discussion will be held as soon as reasonably possible.
- C.) It is understood and agreed that all aspects of such informal discussion, if any, by any party, will have no bearing or precedential effect on the resolution of that grievance or any similar grievance filed in accordance with this Article.

2.) Formal Procedure:

Level 1: Manager

- A.) The Employee will present the written grievance to the Manager within ten (10) working days after the incident occurs. If the manager is unavailable or the employee believes it would be inappropriate to contact that person, the employee may present the grievance to the Board Chairperson or his designee. The grievance should be on a form containing a statement describing the grievance, the alleged violation and the remedy requested.

- B.) The Manager of Board Chairperson shall meet with the grievant within five (5) working days and within five (5) working days thereafter give a written answer to the grievant. On forms provided.

Level 2: Board

- A.) If the grievant is not satisfied with the written answer from the Manager or the Board Chairperson at Level 1, the grievant may within five (5) working days from the receipt of the answer, file a notice of appeal to the full Board. The notice must be filed with the Chairperson of the Board or his/her designee. A written appeal listing the specifics of the grievance and proposed course of action must be filed within ten (10) working days of the notice of appeal being filed. Failure to file with written appeal shall constitute a waiver of the appeal.
- B.) Within ten (10) working days of receipt of the written appeal, the Board shall review all relevant evidence from the grievant, manager and other concerned parties. The Board shall provide a written decision to the grievant within seven (7) working days. The Board has full authority to make any adjustment deemed appropriate to resolve the grievance. The decision by the Board shall be final and binding unless within seven (7) working days from the receipt of the decision the grievant notifies that Chairperson of the Board or his/her designee in writing that it is his/her intention to go to an arbitration proceeding.

Level 3: Arbitration

- A.) Within five (5) days of the Chairperson of the Board receives the written notice of the grievance intent on going to Arbitration the Chairperson of the Board or his/her designee and the Grievant will agree upon a mutually acceptable arbitrator who is experienced, impartial, disinterested, and of recognized competence. If, within five (5) days, the parties are unable to agree upon an arbitrator, a request for a list of seven arbitrators will be made to the American Arbitration Association (AAA) by either party.
- B.) Within ten (10) days after receipt of the list from the American Arbitration Association (AAA), the parties will select an arbitrator from the list by alternately striking one name until the name of one arbitrator remains who will be the one to hear the dispute in question.
- C.) The arbitrator will not alter or amend in any way any provisions of this a agreement. The arbitrator's decision will be final and binding on all parties to this agreement and will be in accordance with the terms and conditions of the agreement.

- D.) Unless such rules are in conflict with this agreement or any provision of NRS 288, the arbitrator and arbitration proceedings will be governed by the labor arbitration rules of the American Arbitration Association (AAA).
- E.) The expenses of arbitration proceeding will be shared equally by the two parties.

3.) General Provisions:

- A.) A terminated employee is suspended without pay pending the final grievance decision.
- B.) If the Board finds that a termination/suspension was improper, the employee shall be reinstated with full back pay.
- C.) If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent level utilized.
- D.) If the District fails to respond with an answer within the given time period, the grievant may appeal his/her grievance to the next higher level.
- E.) The grievant may be represented by a person of his/her choice at any level of this procedure.
- F.) Time limits at any level may be waived by mutual written consent of the parties.
- G.) Proof of service shall be accomplished by certified mail or personal service.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment, and helps to ensure everyone's job security.

Article XX. Savings provision

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

Article XXI. Non-Discrimination

It is mutually agreed that neither party shall discriminate against any person covered under this Agreement on the basis of race, color, religion, sex, age, physical or visual handicap, national origin or because of political or personal reasons or affiliations.

Article XXII. On Call

The District has adopted an on call policy. An employee who has been approved to be on call shall be paid \$2.00 per hour from designed time after normal working hours until scheduled normal working hours resume. If the on call occurs during a scheduled holiday the pay shall be \$4.00 per hour.

Article XXIII. Sale of Transfer of District

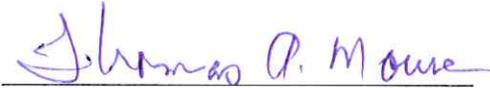
This agreement shall be binding upon the heirs, executors, administrators, successors, purchasers, lessees and assigns of the parties hereto. In the event of the sale or other transfer of the Lovelock Meadows Water District, all provisions of this agreement shall continue to recognize the Lovelock Meadows Employees Association as the proper bargaining representative of the Employees at the facility.

Article XXIV. Term of Agreement

The District and the Association both agree that the term of this Agreement shall commence at 12:00 A.M., July 1, 2013 and expire at 12:00 A.M. July 1, 2016, or until a successor agreement is reached.

The parties hereby indicate their approval of the negotiated terms and conditions of this Agreement by their representatives:

Lovelock Meadows Water District
Board of Trustees



Chairman

Dated: 9/9/13

Lovelock Meadows Water District
Employees Association



**Jerry Munk
President**

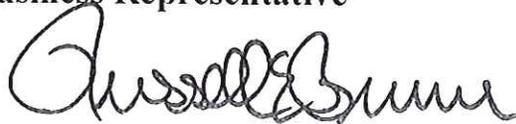
Dated: 9-6-13



**Brian Green
Negotiating Committee**



**Scott Fullerton
Business Representative**



Russ Burns, Business Manager



**James K. Sullivan
Recording Corresponding Secretary**



Rick Davis, Director Public Employees