COLLECTIVE BARGAINING AGREEMENT

BETWEEN

LAS VEGAS VALLEY PUBLIC EMPLOYEES ASSOCIATION

AND

LAS VEGAS VALLEY WATER DISTRICT

JULY 1, 2026 – JUNE 30, 2031

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PREAMBLE

This Agreement is made and entered into this 1st day of July, 2026, by and between the LAS VEGAS VALLEY WATER DISTRICT, whose address is 1001 South Valley View Boulevard, Las Vegas, Nevada, hereinafter referred to as the "District," and the LAS VEGAS VALLEY PUBLIC EMPLOYEES ASSOCIATION, hereinafter referred to as the "Association," as a product of the good faith bargaining efforts of both parties, and for the purpose of promoting harmonious employer/employee relationships and the efficiency of the District operations.

ARTICLE 1 - RECOGNITION

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

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

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

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

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

ARTICLE 2 - NON-DISCRIMINATION

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

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

ARTICLE 3 - EMPLOYER RETAINED RIGHTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4 – COST-OF-LIVING WAGE ADJUSTMENTS

A. Effective with the first full pay period in July 2026, 2027, 2028, 2029 and 2030, LVVPEA unit employees shall receive a cost-of-living wage adjustment (COLA) equal to the annual increase as of March, per the Consumer Price Index, All items, All Urban Consumers, Pacific Cities, West-A.

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

C. This article shall be automatically reopened if the Consumer Price Index, All Items, All Urban Consumers, Pacific Cities, West-A, as above in A, is above four and one-half percent (4.5%) or falls below one and one-half percent (1.5%).

ARTICLE 5 – HOLIDAYS

A. The District shall observe the following scheduled holidays:

New Year's Day (January 1)
Martin Luther King, Jr.'s Birthday (3rd Monday in January)
Presidents' Day (3rd Monday in February)
Memorial Day (Last Monday in May)
Juneteenth (June 19)
Independence Day (July 4)
Labor Day (1st Monday in September)
Nevada Day (Last Friday in October)
Veterans Day (November 11)
Thanksgiving Day (4th Thursday in November)
Day after Thanksgiving (4th Friday in November)
Christmas Day (December 25)

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

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

Unless the Governor declares an additional legal holiday, each employee working 4/10's is eligible for a maximum of 100 hours of holiday pay per calendar year. Each employee working 5/8's is eligible for a maximum of 104 hours of holiday pay per calendar year. All holiday hours not used during the calendar year will be forfeited.

During some years the scheduled holidays that fall during an employee's established workweek may not total the 100 or 104 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 100 or 104 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 they do 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 With Out 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 they are in paid status on the last working day before, and on their first working day after, the holiday.

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

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

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

ARTICLE 6 - ANNUAL PAID LEAVE (VACATION)

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

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

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

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

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

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

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

F. **Sell Back**: An employee is eligible to "sell back" accrued leave in excess of 280 hours prior to their service date if the eligibility criteria outlined in paragraph (H) has been met.

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

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

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

H. **Eligibility Criteria For Sell Back Or Cash Out:** An employee working 4/10's may sell back or cash out accrued leave on their service date if, during the preceding 12 months, the employee was permitted, after a timely request to do so, to take a minimum of 70 hours of leave, including one full week off.

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

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

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

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

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

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

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

ARTICLE 7 - SICK LEAVE

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

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

1. Incapacitated by illness, pregnancy, termination of pregnancy, or childbirth;
2. Prevented from working by public health requirements;
3. Receiving required medical or dental service or examinations; or
4. There is illness in the employee's immediate family or stepfamily where such illness requires the employee's attendance.

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

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

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

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

E. **Additional Leave**: Upon written request to their Department Head, a leave of absence without pay up to a maximum of six (6) months may be granted by the District for purposes normally covered by sick leave when an employee's sick leave has been exhausted. During such a leave of absence, the District may require the employee to undergo examination by a District selected physician at the expense of the District. The District will compensate employees who are legitimately ill or injured at their regular rate of pay for the time spent for such physical examinations. If, on the other hand, the examination indicates abuse on the part of the employee, they 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 their physician that they are able to return for light duty work, the employee shall notify their supervisor of their release for light duty work pending their 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 their supervisor. The employee shall remain in available light duty assignment until they are 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 they are qualified and able to perform if a vacancy exists, or the employee shall remain on sick leave until light duty work becomes available or the employee is fully released to work.

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

G. **Permanent Disability Reassignment**: If, in the opinion of the employee's physician and a District selected physician, the employee cannot perform, and will not be able to perform, their 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 they are qualified and able to perform, provided such an opening exists at that time. Although the District is under no obligation to make a reassignment, such reassignment is in lieu of termination or sick leave, whichever is appropriate.

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

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

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

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

ARTICLE 8 - SPECIAL LEAVE

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

ARTICLE 9 – FAMILY AND MEDICAL LEAVE

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

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

ARTICLE 10 – BEREAVEMENT LEAVE

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

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

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

ARTICLE 11 – COURT LEAVE

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

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

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

ARTICLE 12 – MILITARY LEAVE

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

B. During the period of military service, the employee shall retain all rights to which they are entitled under the provisions of this Agreement, provided that during a

period of military leave in excess of 30 calendar days annual or sick leave shall not accrue. Their salary upon their return shall be the same as they were receiving at the time they went on leave, plus any economic adjustment accruing during the period of such leave, and they 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 their former position.

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

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

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

ARTICLE 13 - GROUP HEALTH INSURANCE

A. The District shall pay 100% of the full premium cost for employee coverage for each full-time regular employee and 50% of the premium cost for each permanent part-time employee who works at least 30 hours per week subject to the eligibility requirements of the group insurance plan.

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

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

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

C. Employees retiring or going into unpaid leave status may continue coverage beyond the end of the month by arranging for personal payment of the full premiums, subject to the limitations of the group insurance plan, or as otherwise

provided for or limited by law; e.g., the Family and Medical Leave Act of 1993. Employees who quit or are terminated shall be covered by applicable federal and/or state law; i.e., COBRA.

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

It is fully understood that both the premium rates and the benefit levels are subject to change from time to time. There are no guarantees, stated nor implied, as to either the levels of coverage or the premium rates.

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

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

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

ARTICLE 14 – LONG-TERM DISABILITY INSURANCE

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

This Plan will include a pre-existing condition limitation; an income benefit of not less than 60% (subject to offset from SSA, Workers' Compensation, retirement, and other such incomes); a standard qualification (elimination) period of not more than 180 days; and

benefits payable at least to age 65 with certain usual exceptions (such as mental/nervous disorders).

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

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

ARTICLE 15 – EMPLOYEE ASSISTANCE PROGRAM

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

This program will:

1. provide confidential consultation, assessment, referral, and follow-up services, including a limited amount of counseling without charge to assist the employee and their 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 their problems by actively participating in any program and attendance and/or job performance continues to be adversely affected, the District may administer discipline as is appropriate. However, both parties agree that this is not to be interpreted as impacting any of the rights and protections contained in the provisions of the current Collective Bargaining Agreement.

ARTICLE 16 – FLEXIBLE BENEFITS PROGRAM

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

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

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

ARTICLE 17 - FAMILY CARE PROGRAM

The District currently offers a voluntary on-site daycare program at the Valley View campus. Any decisions regarding elimination of the on-site daycare center will be communicated to the employees a minimum of 60 days in advance.

ARTICLE 18 – PHYSICAL EXAMINATIONS

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

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

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

ARTICLE 19 – INDUSTRIAL INJURY

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

B. The District, under the income maintenance period, shall continue payment of employee group health plan, retirement pension plan contributions and/or any other benefits as though they were still on the job. In the event the recovery period is for more than the income maintenance period provided by the District, the employee may use accrued sick leave and then accrued annual leave to insure they shall suffer no loss of net pay.

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

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

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

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

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

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

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

ARTICLE 20 – SAFETY

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

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

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

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

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

ARTICLE 21 – UNIFORMS

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

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

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

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

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

F. In the event an employee loses or damages any uniform items as a result from negligence, they may be responsible for the cost of the replacement.

ARTICLE 22 - MISCELLANEOUS

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

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

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

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

ARTICLE 23 – PENSION-RETIREMENT

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

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

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

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

ARTICLE 24 – EDUCATION ASSISTANCE

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

maintaining professional certifications and which meet the criteria as established in this article.

A. **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 for 100% of the tuition for an approved "job-related" course subject to the maximum allowable.

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

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

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

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

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

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

B. **Process for Seeking Reimbursement:**

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

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

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

C. **General Provisions:**

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

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

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

ARTICLE 25 – SERVICE RECOGNITION

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

1. All regular, full-time employees shall receive service recognition in the amount of $200.00 per full year of service after seven (7) continuous years of service. For example, an employee would receive $1,400.00 after their

seventh (7^{th}) year of continuous service, $1,600.00 after their eighth (8^{th}), $1,800.00 after their 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 33, Section (D) (Seniority) shall also be eligible for service recognition based on the "bridged", or reconstructed, length of service.

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

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

ARTICLE 26 – HOURS, OVERTIME AND PREMIUM PAY

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

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

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

If a non-standard work week is considered for other work groups, a pilot schedule will first be implemented. At least 30 days prior to the pilot beginning, the District will meet with the Association and engage in the same discussions as described in the paragraph above. The purpose of the pilot is to determine if the cost savings, efficiency and/or customer service objectives envisioned by the District will be achieved before a permanent schedule is implemented.

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

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

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

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

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

C. **Permanent Changes in Starting Time, Shift or Workweek**: A permanent change in an employee's 1) starting time within the same shift, 2) regular shift (i.e., day, swing, or graveyard), or 3) workweek (i.e., 4/10's, 5/8's, or days off) may be made by the employer without incurring overtime liability only if written notice is received by the employee 48 hours prior to commencement of the employee's regularly scheduled workweek.

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

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

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

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

the exception of the additional premium pay as provided under Section (K). When applicable, the following pays shall be added to the regular hourly rate:

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

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

1. The "workday," for the purpose of computing daily overtime, shall be as defined in paragraph (A) above. For employees assigned to irregular schedules, overtime is applicable only for more than ten (10) hours (eight (8) hours for employees on 5/8's) during a shift or more than 40 hours in a workweek except as provided in Sections (I) and (J) below.

2. The District has the sole right to require overtime services, to determine when overtime shall be worked, and who shall work overtime. However, the District will endeavor to distribute overtime assignments within the applicable classification as equitably as business demands will permit through methods such as development of skills inventories and assignment tracking.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For example:

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

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

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

5-1/2 hours overtime.

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

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

K. **Recovery Time**: Any employee who is required to work more than 16 consecutive hours (actual work) in any 24-hour period shall be entitled to an eight (8) hour period of recovery time without pay. To ensure the employee receives this recovery period, it may be necessary to adjust the starting time for their next shift. This

adjustment is not subject to the provisions of (B) and (C) above, however, the employee will be provided a minimum of ten (10) hours or eight (8) hours work that next workday as appropriate to their schedule (i.e., 4/10's or 5/8's).

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

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

M. **Bilingual Pay**: The District shall designate certain positions as requiring bilingual capabilities. For those District designated positions, a differential pay of a flat $100.00 per pay period shall be given for those bilingual services where the employee passes a bilingual assessment, is working in the designated position, and is providing bilingual services for more than 50% of the pay period. This differential will not be included for purposes of calculating overtime.

ARTICLE 27 - LUNCH AND BREAK PERIODS

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

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

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

ARTICLE 28 - CLASSIFICATIONS AND RATES OF PAY

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

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

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

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

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

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

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

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

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

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

1. **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 rate of pay and the control point of the new range is not sufficient to permit a five percent (5%) increase, the employee will be paid at the control point of the new range.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Statistical reports regarding merit increases, with organization-wide comparability, will be provided on an annual basis. Individual/unit data/statistics of the nature provided in the original report will be provided upon the request of the Association

up to a quarterly basis. The Association may request a meeting with District management to review/discuss this data at any time.

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

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

A. Notice of all bargaining unit vacancies shall be posted on Workday Hydroweb, for not less than eight (8) calendar days prior to the position being filled. Should Workday become inaccessible for any reason, the District will increase the posting period one day for each day of inaccessibility. The District also agrees to post non-bargaining unit vacancies below the level of department head, but none of the remainder of this article applies to such postings.

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

1. Title and job description of the position.
2. Salary or wage range on date.
3. Work location (general information, subject to change).
4. Minimum qualifications and any necessary or desirable requirements for the classification or position.
5. Selection criteria to be used, eligibility requirements including education, employment, training or experience, and whether equivalent factors will be recognized.
6. Whether there will be competitive testing and, if so, the nature and scope of the test.
7. Address and deadline for filing applications.
8. Number of hours per day (general information, subject to change).
9. Regular assigned work times (general information, subject to change).
10. Statement that the District is an equal opportunity employer.

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

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

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

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

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

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

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

H. **GENERAL PROVISIONS:**

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

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

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

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

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

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

ARTICLE 30 - PROBATIONARY AND QUALIFYING PERIODS

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

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

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

ARTICLE 31 - PART-TIME AND TEMPORARY EMPLOYEES

The District retains the right to hire part-time and temporary employees. Part-time employees are those whose regular work schedule involves less than eight (8) hours per day or less than 40 hours per week. A temporary employee is one hired without a permanent assigned position which may or may not fit within the regular classification system. The District shall notify the Association in writing at the time the District suspects a temporary position is needed for more than six (6) months with the exception of temporary positions in Customer Care which are utilized for up to two (2) years. Temporary employees shall not be hired in a classification in which there is a regular employee on layoff who is qualified to perform the work. Where a regular employee in the same department is capable of performing the duties of the classification in that department by working out-of-range for training purposes, or where the work in that classification is light duty work and there is a regular employee who is disabled from working a heavier duty job but who is qualified and released for that light duty work in that classification, the District shall make a reasonable effort to utilize those employees before hiring a temporary employee. However, it is recognized that the District may utilize temporary employees without first offering the assignment to a permanent employee when such assignment involves special, one-time projects.

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

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

ARTICLE 32 - BARGAINING UNIT WORK - LVVPEA

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

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

ARTICLE 33 - SENIORITY

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

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

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

1. Discharge;

2. Retirement;

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

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

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

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

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

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

1. Layoff requirements;

2. Shift assignments;

3. Annual leave accrual;

4. Sick leave pay off;

5. Service recognition (pursuant to Article 25);

6. Regaining forfeited sick leave, with the following condition: An employee who has been paid for a portion of their sick leave accrual balance must repay to the District the amount of the sick leave pay off in order to be credited for the entire sick leave accrual they had prior to separation. In other words, if an employee had 100 hours of sick leave accrual balance at the time of separation, and was paid for 50 of those sick leave hours at $5 per hour, that employee would have to repay the $250 (50 hours X $5 per hour) in order to regain the 100 hours of accrued sick leave they had at the time of separation.

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

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

ARTICLE 34 - LAYOFF AND RECALL PROCEDURE

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

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

1. Temporary employees;

2. Initial hire probationary employees;

3. Part-time employees;

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

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

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

bump the least senior employee from the lower-paid classification, if the District concludes that they are qualified.

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

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

ARTICLE 35 - LABOR/MANAGEMENT COMMITTEE

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

1. Discussing the administration of this Agreement;

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

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

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

C. Any conclusions or mutual recommendations of this Committee shall be reduced to writing. It is understood that this Agreement cannot be amended except by decision of the District's Board of Directors following mutual agreement between

the parties hereto. However, matters of interpretation and clarification can be resolved by written agreement between designated representatives of the District and the Association.

ARTICLE 36 - DISCHARGE, DISCIPLINE AND PERSONNEL FILES

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

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

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

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

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

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

The written notice shall contain the following:

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

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

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

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

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

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

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

ARTICLE 37 - GRIEVANCE PROCEDURE

A. **Grievance Defined:**

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

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

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

B. **Grievance Rights:**

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

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

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

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

C. **Employee Grievance Procedure:**

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

1. **Informal Level**: Within five (5) workings day of the event giving rise to the grievance or of the date the employee had reasonable knowledge of such event, the employee will schedule a meeting with their immediate level of supervision to discuss the matter. The employee shall identify that this meeting is requested as an informal grievance resolution meeting. The supervisor (or the manager, if they are the first level of supervision for the employee) will schedule the discussion without delay. If a meeting cannot be held within five (5) working days after the employee's request is made,

the supervisor or manager will provide a written extension of time within which the meeting will take place. Employees are encouraged to meet and resolve the problem at this level without representation; however, if the employee believes circumstances warrant, the employee may be accompanied by a representative. The supervisor or manager shall render a written decision to the employee (with a copy to the Association) within five (5) working days after the meeting. The grievance presented is not required to be in writing at this level, although the informal step is mandatory.

2. **Formal Level:**

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

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

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

c. **Step Three**: If the grievance is not settled in Step Two, the written grievance must be presented to the General Manager or designee within five (5) working days after the termination of Step Two. Within five (5) working days from the date the General Manager or designee receives the grievance, the General Manager or designee will hold a meeting to review and discuss the grievance. Within five (5) working

days following completion of this meeting, the General Manager or designee shall give a written reply to the grievant (with a copy to the Association), and such reply shall terminate Step Three.

D. **Association Grievance Procedure:**

1. **Step One:**

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

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

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

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

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

2. **Step Two:**

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

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

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

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

E. **District Grievance Procedure:**

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

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

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

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

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

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

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

F. **Time Limits:**

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

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

G. **Trainees:**

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

ARTICLE 38 - ARBITRATION

A. Grievances which are not settled pursuant to Article 37 (Grievance Procedure), and which the Association desires to contest further, and which involve the

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

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

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

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

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

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

E. The decision of the Arbitrator shall be based solely upon the evidence and arguments presented to them 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 they consider it their function to decide any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The Arbitrator shall not give any decision which in practical or actual effects modifies, revises, detracts from or adds to any of the terms or provisions of this Agreement. The Arbitrator shall not render any decisions or award, or fail to render any decision or award, merely because in their opinion such decision or award is fair or equitable. The Arbitrator shall have no power to render an award on any grievance occurring before the effective date of this Agreement.

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

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

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

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

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

ARTICLE 39 - ASSOCIATION REPRESENTATION

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

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

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

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

C. The Association has repeated its representation to the District that granting some release time to Association Representatives for the investigation of grievances would lead to the more expeditious resolution of problems, and would improve the efficiency of District operations. Release time will not be unreasonably withheld, but will be granted only upon advance approval by the supervisors in- volved, and will be scheduled by them so as to minimize interruption of the District's business.

If at any time the District determines that release time has been abused, or has proven not to have been a productive use of District time, it shall consult with the Association. If the situation does not thereafter improve, the District may discuss with the Association the limit of the privilege.

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

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

ARTICLE 40 - ASSOCIATION DUES DEDUCTIONS

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

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

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

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

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

ARTICLE 41 - WORK STOPPAGE

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

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

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

ARTICLE 42 - PROVISIONS OF LAW

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

ARTICLE 43 - EFFECT OF AGREEMENT

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

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

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

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

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

ARTICLE 44 - DURATION

A. Except as provided in Section (D) below, this Agreement shall remain in full force and effect until June 30, 2031 unless extended by mutual written agreement.

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

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

D. It is agreed that for the second (2nd) year of this Agreement (2028), either party may select one (1) economic issue to reopen, one (1) for the third (3rd) year of this Agreement (2029) and up to two (2) for the fourth (4th) year (2030). Notice of the desire to negotiate under this provision shall be given anytime during the statutory notice period but in any event no later than prior to February 1, of the applicable year. The opportunities provided for by this paragraph are in addition to the Wage Adjustment reopener, included in Article 4, Paragraph C, herein.

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

LAS VEGAS VALLEY WATER DISTRICT	LAS VEGAS VALLEY PUBLIC EMPLOYEES ASSOCIATION
BY: ***The Board of Directors***	**By:** _____
	Its: _____
Date: _____	**Date:** _____

DISTRICT POLICY – ALCOHOL AND SUBSTANCE ABUSE

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

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

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

APPENDIX A

CLASSIFICATION	RANGE
Accounting Assistant	19
Accounting Technician	23
Accounts Payable Technician	22
Administrative Assistant	22
Administrative Secretary	24
CC&FS Data Support Assistant	23
CC&FS Data Support Associate	23
CC&FS Dispatcher	23
CC&FS Program Associate	27
CC&FS Technology Technician	24
Computer Operator	21
Conservation Aide	21
Customer Care Associate I	19
Customer Care Associate II	21
Customer Care Associate III	23
Development Services Associate	22
Engineering Plans Examiner I	26
Engineering Plans Examiner II	28
Engineering Technician I	25
Engineering Technician II	27
Geospatial Technician	24
Graphics Artist	24
Inspection Work Scheduler	24
Inventory Management Technician I	21
Inventory Management Technician II	23
IT Customer Support Technician	26
Office Assistant	11
Purchasing Assistant	21
Purchasing Technician	23
Secretary	22

CLASSIFICATION	RANGE
Senior Administrative Assistant	24
Senior Customer Care Associate	25
Senior Development Services Associate	25
Senior Engineering Technician	28
Senior Geospatial Technician	27
Senior Inventory Management Technician	25
Senior Office Assistant I	19
Senior Office Assistant II	21
Technical Assistant	24
Work Scheduling Assistant I	19
Work Scheduling Assistant II	21

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