

Agreement

Between the

Truckee-Carson Irrigation District Employees Association

And the

Truckee-Carson Irrigation District

2022 – 2027

Includes 2026 Amendments

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Article 1

RECOGNITION EMPLOYEES ASSOCIATION

The Truckee-Carson Irrigation, hereinafter "District" recognizes the Truckee-Carson Irrigation District Employees Association, hereinafter "Association" as the exclusive bargaining representative for all District employees eligible for membership in or association with the Association, within the meaning of NRS 288.01 0 et seq.

The provisions of this agreement are effective during the term of this agreement and for so long as recognition has not been withdrawn in accordance with Chapter 288 of NRS.

The bargaining unit of the District, and, therefore, eligible for membership in the Association, consists of all full-time and permanent non-supervisory employees in the Operations, Maintenance, Shop and Office departments within the District excluding supervisors, administrative personnel as defined in NRS 288.132, and seasonal, part time or temporary employees.

Article 2

NO STRIKE PLEDGE

Pursuant to NRS Chapter 288, the Association agrees that neither it, nor its officers, agents, employees or members will engage in, encourage, sanction, support, or suggest any strike against the Truckee-Carson Irrigation District under any circumstances.

“Strike” is as defined in NRS 288.074.

Article 3

NON-DISCRIMINATION

Under this Agreement, neither party will discriminate against employees on the basis of: religion, age, sex, status as a breastfeeding mother, marital status, race, color, creed, national origin, political affiliation, military status, status as a veteran, sexual orientation, gender expression, gender identity, clothing or traits historically associated with national origin, gender, race, color, or religion, including, but not limited to, hair texture, hair style, or headwear, familial status, any real or perceived sensory, mental, or physical disability, genetic information, status as a victim of domestic violence, sexual assault, or stalking, or because of the participation or lack of participation in Union activities or affiliation, or any other characteristic protected by applicable law. Bona fide occupational qualifications based upon the above traits do not constitute a violation of this Article.

The District agrees to comply with the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), the Family &

Medical Leave Act (FMLA), the Equal Pay Act (EPA), and all other applicable Equal Employment Opportunity laws and Regulations.

Article 4

GENERAL SAVINGS CLAUSE

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

All other provisions not rendered invalid shall remain in full force and effect, and the parties hereto shall enter into negotiations so as to correct the invalid section or sections.

Article 5

ASSOCIATION RIGHTS

A. Payroll Deduction of Dues

1. The Association is responsible for collecting dues from its members.
2. The District agrees not to honor any dues deduction authorization executed by any member of the Association in favor of any other labor organization.

B. Association Communications

1. The Association may use District facilities for meetings with employees it represents, i.e. the use of the "bull room" as long as such room is available after regular working hours.
2. The Association shall be permitted the use of designated bulletin boards located in conspicuous areas within each District facility for the purpose of communicating Association business to its members.

Article 6

APPLICABILITY OF CONTRACT TERMS AND RESERVATION OF MANAGEMENT RIGHTS

This contract and its terms do not apply to seasonal, part time or temporary employees.

Notwithstanding any terms of this contract, management reserves the right to manage the District and make policy in an efficient and economical manner that will meet the needs of the water user and to set policy on all matters not otherwise agreed to herein.

Management reserves the right to develop, change and enforce policy relating to public safety.

For purposes of this agreement, "management" means the Board of Directors, General Manager, his authorized agent or representative, including supervisors.

In addition and without limitation management reserves to itself those matters as set forth in sub-sections 3, 4, 6 and 7 of NRS 288.150.

Article 7

EMPLOYEE RIGHTS

A. General Provisions

Any employee in the bargaining unit recognized under this Agreement pursuant to Article 1, has the right to the full benefits and protections of this Agreement.

B. Association Membership

Employees have the right to join or not join the Association without fear of intimidation, coercion or reprisal by any party.

C. Employee Files

1. The District shall keep a central personnel file for each employee. In addition to the central file, there is a file kept for the Dept. of Transportation for purposes associated with CDL random drug testing and the District's random drug testing program.
2. Upon request, an employee, or his/her designee upon written authorization from the employee, may inspect his/her personnel file, or random drug testing file by the making of an appointment. Such appointment shall be set at a reasonable time during regular business hours of the District.
3. Upon written request, the employee may obtain a copy of materials in the central file or drug testing file within 5 days of the request. If management is unable to accommodate the request within the time line, the employee may make the requested copies at no cost. Personnel files, and their contents, are the confidential property of the District and as such shall not be removed from the office area.
4. Employees shall be notified by management when any document pertaining to job performance or discipline of any type is placed in their files and shall be provided a copy of same.
5. The employee may write a rebuttal to any information in their personnel file up to 10 days of being notified and provided a copy of the document.

Article 8

DISCHARGE AND DISCIPLINE

The District shall not suspend without pay, demote, discipline, or discharge an employee without just cause.

The District and the Association agree that the principles of progressive corrective action are a constructive and advantageous method of dealing with minor or non-serious problems involving employee performance or conduct. Such principals are constructive in that they assist the District and the employee in rectifying the performance or conduct of an employee by providing

warnings and guidance as to the manner in which the performance or conduct can and must be corrected.

Serious infractions or problems involving employee misconduct may lead to corrective action up to and including termination. Some examples of serious misconduct include, but are not limited to, the following: falsification of employment records, employment information or other District records; recording the work time of another employee or allowing any other employee to record your work time, or allowing falsification of any timecard either your own or of another employee; theft; deliberate or careless damage or destruction of any District property or the property of any employee or customer; removing or borrowing District property without prior authorization; unauthorized use of District equipment, time, materials or facilities; provoking a fight or fighting during working hours or on District property; workplace violence; engaging in criminal conduct whether or not related to job performance; insubordination, including but not limited to failure or refusal to follow directives of, or use of inappropriate language toward, a supervisor or member of management; failure to notify a supervisor when unable to report to work; failure to obtain permission to leave work for any reason during normal working hours; harassment, including sexual harassment; failure to comply with Section K: Employee Policies and Procedures found in the Management Policies.

Other than serious infractions, the District will use the principles of progressive discipline with respect to most disciplinary concerns. The steps of progressive discipline include, in order of severity, oral warnings, written warnings, suspension without pay, and termination – commensurate with the infraction.

Three (3) write ups, for any incidents, in a twelve (12) month period may result in discharge. The District will provide copies of all formal written disciplinary actions to the affected employee.

Any objection to or allegations regarding such corrective action or documents by the affected employee may be pursued through the Grievance Procedure (See Article 22).

To dismiss or terminate an employee, after all disciplinary measures have been exhausted or a serious incident has been committed, a recommendation will be made to the General Manager by the affected employee's immediate supervisor. The General Manager, after careful consideration and review of the documentation that supports the supervisor's recommendation, may terminate the employee. All permanent employees have a right to appeal the decision to the Board of Directors of the District. The decision of the Board of Directors is final.

The employee has five (5) calendar days to appeal, in writing, the decision of management to the Board of Directors. The employee must submit all documentation that he/she will use to support their case to the Board before the appeal meeting. The Board of Directors shall, within five (5) days of the submittal of the employee's documentation review the facts of the dismissal and make a decision to accept or reject the employee's discharge. If the Board of Directors reverses management's decision to dismiss the employee, the employee will not be entitled to any back wages for lost time while he was dismissed to when he was reinstated. Written documentation will be included in the employee's file. (See Warning Report, Attachment 1) The decision of the Board of Directors is final.

Attachment 1

EMPLOYEE WARNING REPORT

Employee's Name _____ Date of Warning _____ Dept. _____ Shift _____

Clock or Payroll No. _____

Type Of Violation
Attendance
Safety
Other

Carelessness
Tardiness

Insubordination
Work Quality

WARNING

Violation: Date

Violation: Time

a.m.
p.m.

Place Violation Occurred

Company Statement / Employee Statement / Warning Decision / Approved By

List All Previous Warnings Below When Warned And By Whom
Previous Warning: 1st Warning

I have read this "warning decision" and understand it.

Date:

Verbal:

Written:

Previous Warning:

2nd Warning

Date:

Verbal:

Written:

Previous Warning:

3rd Warning

Date:

Verbal:

Written:

Employee's Signature

Date

Signature of person who prepared warning

Title

Date

Supervisor's Signature

Date

Copy Distribution

Employee

Foreman

Personnel Dept.

Union Rep.

Supervisor

Article 9

SENIORITY

This article applies to all employees of Truckee Carson Irrigation District regardless of bargaining unit membership, permanent, seasonal, temporary, or part-time.

"Seniority" means time in service based upon the employee's hire date as a permanent fulltime employee. Seniority preference is given only as to equally qualified employees applying for the same job.

If an employee voluntarily terminates their employment with the District and he/she is rehired within 6 months, the employee's seniority will be reinstated, adjusted for time not employed by the District. If the employee returns after a six (6) month break in service, his/her seniority will not carry over. Compensation for purpose of seniority would start anew.

Article 10

GENERAL PROVISIONS

A. Pay Periods

The work week starts each and every Sunday at 12:01 am and runs through the following Saturday at midnight. Pay checks are available every other Wednesday. Each such paycheck covers a two (2)-week period.

B. Rest Periods

Each employee will have two (2) paid rest periods of not more than fifteen (15) minutes each day to be taken at times approved by the employee's supervisor.

C. Lunch Periods

Employees shall have, during each workday a one-half (1/2) hour lunch period. The lunch period shall commence at the time the employee leaves the job site. Such employee shall return to the job site at the end of the lunch period. Travel time is considered part of the lunch period.

D. Travel

1. Per Diem Allowance

Each employee scheduled to work out of town will be allowed a per diem based on the following conditions, which may be paid in advance upon request of the employee:

- a) The District will make reservations for lodging unless otherwise approved by the General Manager.
- b) A total of \$50 per day per person for meals will be allowed - \$10.00 for breakfast, \$15.00 for lunch, and \$25.00 for dinner. If the employee is away for less than a full day, then reimbursement would be based on the meals that the employee needed while away. Per diem will not be allowed for meals that are provided as part of an event/conference/training.

E. Vehicle Mileage Allowance

When an employee uses his/her own personal vehicle on District business, the District will reimburse that employee based upon the current mileage rate allowed by the Internal Revenue Service of the United States. An employee may only be reimbursed for using a personal vehicle as allowed by the employee's supervisor .

F. Mailing Lists

The District agrees to put the Association President on all appropriate mailing lists of personnel policies and procedures and District meeting notifications.

G. Other Duties

Other duties may be assigned to an employee for a short term. "Short term" means any continuous period lasting no more than 9 months. At any time during the temporary assignment the employee may request from his or her supervisor, and the General Manager, to evaluate the temporary assignment regarding a change in pay rate or grade and step. A temporary assignment will not result in a reduction of rate of pay or grade and step.

H. Ditchriders

"Ditchrider" means an employee of the District responsible for the delivery of water to a water user.

In order to provide 24-hour service during the water season, in the most efficient and economical way, the Ditchriders will be required to work both day and night schedules. Each such work-day shall consist of a 12-hour work period and a half-hour unpaid lunch period.

Ditchriders are expected to avoid taking time off (annual leave, sick leave, comp time) during the irrigation season and may not receive approval for such leave except under extreme circumstances and as approved by their supervisor at the supervisor's sole discretion.

Article 11

REDUCTION IN FORCE

The provisions of this Article shall apply to all Reduction-in-Force, hereinafter, "RIF" actions affecting bargaining unit employees only.

A. Notice

1. Employee Notification. Employees to be separated from employment will be given a minimum of fifteen (15) working days notice prior to the commencement of the RIF action. The notice shall contain the following:
 - a) The reason for the reduction in force;
 - b) The approximate number of positions that will be affected initially;
 - c) The job areas that will be involved in a reduction in force; and
 - d) The date that the RIF will take effect.
2. Association Notification. At the same time that employees are notified of a RIF action, the Association shall be notified.

B. Association Contact

The Association will appoint a contact person for the purpose of reviewing the implementation of the RIF. The District will provide the following to the contact person:

1. Any vacancy announcements for any and all District jobs;
2. A copy of the RIF notice;
3. Seniority list of all affected employees; and
4. A statement of tentative positions to be affected.

C. Implementation

1. The District will carry out the following actions to provide effective placement of personnel in the RIF and ensure re-promotion and re-employment rights:
 - a) Review all of the following for the purpose of minimizing downgrades and separations:
 - i. The retirement or resignation of any employee in the designated area;
 - ii. The declination of job offers by employees in the designated area; and
 - iii. Any other event which creates a vacant position at or below the current job of a RIFed employee for which he/she may qualify.
2. An employee that has been made subject to a RIF action may bump another employee with lesser seniority provided he/she meets the job qualifications of the position for which he/she is bumping.
3. When an employee being separated fails to fully qualify for a vacant position but he/she has demonstrated special skills and/or abilities to perform the duties of that position in a satisfactory manner, consideration shall be given to the placement of such employee, in that position - subject to a probationary period.
4. The District will consider the following to the extent possible:
 - a) The freezing of vacancies;
 - b) Approval of alternate work schedules for affected employees which meet their needs - consistent with the District's mission during the RIF process;
 - c) The District shall consider, to the extent possible, restructuring unfilled trainee positions so as to provide positions for journeymen employees who may be adversely affected.
 - d) Employees who have been downgraded in their employment by application of the RIF process shall be considered for re-promotion.

D. Re-employment Procedures

When the District decides to begin re-employing RIFed employees, it will develop a Priority List of positions that will be first filled. To be eligible for re-employment, the employee must have been separated through RIF procedures.

Employees who have been separated from work through the RIF procedure shall be returned to work when positions for which they are qualified become open. Eligible employees will first be offered the work, if qualified, in order of seniority. Such qualified employees shall be given the option of first refusal when the position for which he/she is qualified is made available. Employees possessing skills in more than one area may request consideration for vacancies in more than one area. Return to work notices will be mailed to the RIFed employee using the most recent mailing address in the District's files.

Employees subject to the RIF process may apply and interview in the event that there are two or more separated employees that are qualified for the vacancy. Seniority shall be used only in the event of a tie of interview scores.

An employee separated by RIF action shall lose his/her Priority List status one year from the date of dismissal or in the event he/she does not apply for open positions for which he/she is qualified or where he/she turns down a job offer for which he/she is qualified.

Article 12

SAFETY POLICY

It is the policy of the District to provide for the safety of its employees. All reasonable methods, procedures, and equipment necessary to satisfy this policy will be used. No compromise to employee safety is permissible. Any of the following safety related matters may result in an employee's immediate termination: 1) Willfully endangering him/herself or another employee; 2) Tampering with safety equipment and safety devices; or 3) Receiving three separate written safety violations within one year.

A. Safety Awareness

1. The District shall provide a safe working environment for its employees. The District shall comply with applicable statutes, such as the Nevada Occupational Safety and Health Act (Nev. OSHA), and other appropriate laws and regulations. The District shall further provide training and orientation regarding occupational health and safety.
2. The District shall provide training on safety and health issues. Employees shall attend such training while on work time. A Safety Manager appointed by the General Manager will be responsible to report the effectiveness of such training and safety policies.
3. Each employee will be provided appropriate protective headgear for working in areas where there is a potential for injury to the head. The employee, and the employee's supervisor, shall ensure compliance herewith.
4. Employees will immediately inform management of any unsafe or unhealthy working condition. The employee may submit an oral and/or written summary of the problem to the employee's supervisor directly or via the Safety Committee or Safety Manager. The District will eliminate identified safety and health hazards as soon as possible. Remedial action shall include notifications, warnings, and relocation of employees (if needed), providing information to employees exposed to hazardous conditions, and the taking of any action necessary under the circumstances. When an employee is exposed to a condition to which the employee reasonably believes that to perform the duties of his/her job would be detrimental to his/her health and safety, or may present an imminent risk of death or serious bodily harm, the employee may temporarily avoid the hazard and promptly notify his/her supervisor. The supervisor shall inspect the work area or matter in question and determine work place safety so as to ensure that the same is safe (or may be safely handled) before requiring the employee to carry out the work assignment. If any doubt exists regarding the safety of the existing condition by the supervisor, an appraisal shall be obtained from the District's Safety Manager before proceeding. If an employee or group of employees disagree(s) with the assessment by

the Safety Manager, the employee will be permitted to take leave, paid or unpaid, and shall retain the right to file a grievance pertaining to the matter. However, in the event that the belief by the employee(s) is found to be without merit, and the employee thereafter left his/her job without permission from the employee's supervisor, the employee shall be subject to disciplinary action, up to and including dismissal.

B. Violence in the Workplace

An employee shall report to management all incidents of physical threat or violence made to the employee. If, in the judgment of the employee and/or management, the incident warrants official intervention, the proper law enforcement agency shall be notified. The District will take all facts and circumstances into consideration and determine whether further assistance is necessary.

C. Safety Responsibilities of the Employee

It shall be the duty of employees hereafter to do the following:

1. To report prior injuries or physical limitations to ensure that assigned work can be performed safely.
2. To comply with prescribed job procedures and instruction of supervisors.
3. To report ALL accidents and injuries immediately to a supervisor, even if they appear to be minor.
4. To utilize the proper personal protective equipment (hard hats, safety glasses, proper shoes, gloves and appropriate clothing, etc.). There will be no exceptions to this requirement, and failure to comply will result in disciplinary action.
5. To immediately report hazardous conditions and other safety concerns to management.
6. To know what to do in case of an emergency.
7. To attend all safety and health training sessions provided by the District.
8. To consult the Material Safety Data Sheet (MSDS) binder at the employee's work location before using any hazardous material to ascertain proper use and physical or health hazards that are associated with specific materials.
9. To contact a supervisor or the Safety Officer when directly or indirectly exposed to a hazardous material.

D. Head Protection

Each employee shall wear protective headgear when working in areas where the potential for head injury exists. Management shall ensure compliance herewith.

E. Seat Belts

All District employees driving or riding in District vehicles shall wear seat belts if seat belts are installed.

Article 13

WAGE SCALE

The District utilizes two (2) Grade and Step Wage Scales for Employees in all Job Descriptions. One scale is for employees that are Employee/Employer paid in the Public Employees' Retirement System (PERS) and the other scale is for employees that are Employer paid.

Performance awards may be awarded to employees for exemplary performance and may be in the form of a bonus or comp time. However, any such performance award will be given at management's discretion and at any time during the year.

This Agreement specifically contemplates that the compensation package, consisting of insurance (Article 24), wages, and cost of living increase (COL) will be subject to negotiations each and every year hereafter. The parties agree to commence such negotiations on or after the 1st day of January in each year under this Agreement culminating in a new or revised compensation package to be effective the first full pay period of July in each year under this Agreement.

Negotiations relating to the compensation package provided for herein shall be made in good faith. Except in the event of adverse economic conditions imposing budgetary constraints, the parties intend that employees will receive an automatic step in grade, based on merit if eligible, each and every year hereafter until the maximum grade and step is reached by an employee subject to this agreement.

Only employees who receive an overall rating of "Meets Expectations" or better on their annual evaluation and have not reached the end of the grade for their present job description are eligible for the annual merit step increase.

The parties agree that the COL adjustments contemplated herein will take into consideration, but not be bound by, the Consumer Price Index for All Urban Consumers (CPI-U) used by the Federal Government Bureau of Labor Statistics, Table 3, West Urban, Size B/C.

A. Pay Advance

Employees may request an advance on their pay a maximum of 6 times per year. The pay advance must be repaid from the next pay period check. An advance will be limited by the amount of pay earned at the time of the request. See Attachment 2 for Payroll Advance form.

Article 14

NEW EMPLOYEES

A. Probation

1. Probation Status

All full-time, permanent employees (not temporary or part-time employees who are not subject to this agreement) shall serve a probation period of six (6) complete months from actual date of hire, during which time their employment may be terminated without notice, reason or right of appeal. The General Manager may extend the probation period for up to an additional six (6) months.

2. Review During Probation Period

An employee's performance shall be reviewed with the employee as often as determined necessary. Prior to the end of the probation period, management shall make a written recommendation for retention of the employee beyond the probation period. If no such recommendation is received by the General Manager at the end of the employee's probation period, management will be given two (2) weeks to complete an evaluation and the employee's probationary status will be extended until the recommendation is completed.

3. Probation Period Upon Promotion or Transfer

All employees promoted to a position of higher responsibility or transferred to another position, shall serve a probation period of six (6) months in the new position. Employees who have transferred or who have been promoted to another District position who fail to successfully complete their probationary period, will be returned to their previous position if available. If no position is available the employee will be placed on layoff status and will be eligible for later re-hire.

B. Orientation of New Employees

The District agrees to notify the President of the Employees Association of the hiring of a new bargaining unit employee and will also distribute to the same a copy of this Agreement to the new employee.

Article 15

PROCEDURES FOR FILLING VACANCIES

When the District determines that a vacant position will be filled, a vacancy announcement shall be posted at the District five (5) working days prior to advertising such job opening to the public. The District will provide the Association with a copy of the job vacancy announcement at the same time. The announcement shall list the duties, wage range and qualifications for the vacant position. Management may make a request to the Association President to shorten the five day in-house notice period.

District employees interested in being considered for the position shall submit a written application to the department head responsible for filling the vacancy. The District may request all necessary and relevant information about the applicant which will show the applicant's qualifications and fitness for the vacant position.

Defective applications may be returned to the applicant to amend the same and the application may be amended and re-filed providing the time limit for receiving applications has not expired.

Full time, permanent employees of the District who apply for the vacant position will be considered for the vacant position first.

If a District employee is selected to fill a vacant or newly created position that is a higher classification than the employee's current rate, the employee will be placed on the wage scale of the higher position at the rate that is nearest the employee's current hourly rate, but not below. If an employee is selected to fill a vacant or newly created position that is a lower classification than the employee's current position, that employee will be placed on the wage scale at the rate nearest the employee's current rate, but not lower. Based on the employee's skills and experience, they may be placed at a higher step and grade at the discretion of the General Manager. The filling of the position will not affect the leave or seniority of the employee. However, the employee will be subject to the probationary period for the new position.

Article 16

FULL-TIME EMPLOYEES

All full-time employees are required to work 80 hours in a two-week period or use available leave time as described in this agreement.

SICK LEAVE

Full time, permanent employees are eligible to accrue sick leave with pay. Compensation is based upon that employee's current pay rate. Seasonal, part time or temporary employees are not eligible to accrue or use sick leave.

The District provides paid sick leave to full-time permanent employees, which accrues at the rate of 3.68 hours per bi-weekly pay period. Permanent employees working less than 40 hours per week will earn sick leave on a proportionate basis, e.g. 20 hours per week would receive sick leave on a basis of $20/40 \times 12$. Sick leave will continue to accrue during time taken as annual leave.

Sick leave hours accumulated in excess of 480 hours shall be paid at the current rate of pay on the payroll next following the employee's anniversary date of employment. An employee with over five years service will be paid all accumulated sick leave upon voluntary termination of employment. Employees who are terminated for cause will not receive any payout of their sick leave.

Holiday within sick leave period: In the event a holiday observed by the District falls within a sick leave period, the additional day of sick leave created by the holiday will remain available for use at another time.

A. Notification of Sick Leave

It is the employee's responsibility to notify his/her supervisor no later than the scheduled start time that he or she will be unable to report to work. When the employee is able to return to work, the employee should notify his/her supervisor in advance. Lack of notification will

result in denial of sick pay benefits. Once the employee returns to work, he/she shall formally report the sick leave on a form supplied by the supervisor.

It is management's responsibility, so far as he/she is reasonably able, to determine the employee's eligibility for sick leave; the District may require satisfactory evidence of such eligibility. If an employee is sick for five (5) consecutive days they will be required to produce a doctor's release to return to work. If it is found that an employee is abusing sick leave privileges, said employee shall not be paid for the days taken and abused as sick leave and may be subject to disciplinary actions up to and including dismissal.

B. Transfer of Sick Leave

In the event an employee exhausts his or her accumulated sick leave and is not able to resume his or her normal duties, he or she may become the beneficiary of sick leave, comp time, or vacation time voluntarily offered by another employee on their behalf. The donor must submit his/her offer to transfer a specific amount of sick leave, comp time, or vacation time in writing, signed and dated, for District approval. If approved, the sick leave, comp time, or vacation time will be transferred on an hour for hour basis with the donor's sick leave account reduced accordingly. The beneficiary's sick leave account will be increased on an hour for hour basis. All such leave so transferred will be taken under the same conditions as any other sick leave.

Article 17

INJURY ON DUTY

All accidents on the job will be reported immediately to management. Management will be responsible for securing medical treatment for the employee and transporting the employee to and from a treatment facility, if necessary. Employees injured or taken ill while on duty shall be furnished counseling (at their option) concerning their rights with regard to workers compensation. Time spent in obtaining medical attention by employees sick or injured while performing their duties during working hours will be administered according to this Article.

Any employee who suffers an injury while working during the course of employment, may be allowed to return to work on light duty, if so directed by their attending physician and provided that the District determines that it has such work available. Work during this time period shall be at the employee's regular rate of pay.

A. Coordination of Benefits

The intent of this Article is to assure that the employee will continue to receive full wage payment so long as disabled and receiving workers compensation benefits and until sick leave and vacation hours are exhausted. It is understood that the term "full wage" shall only include an employee's base wage.

1. Sick leave, or annual leave if no sick leave is available, will be used for the first forty (40) working hours following an on-the-job injury.
2. After the initial forty (40) working hour period, if the employee is still unable to work, the accumulated sick leave may be used at the rate of one-third (1/3) the amount charged

per shift or day, during which period the employee shall retain the workers compensation benefit payment.

3. When accrued sick leave has expired, if the employee is still unable to work, the employee may utilize accumulated annual leave pay or any accrued comp time at the rate of one-third (1/3) the amount charged per shift or day, during which period the employee shall retain the workers compensation benefit payment.
4. When receiving Workers' Compensation benefits, an employee shall not accrue sick leave or annual leave.

Article 18

OTHER LEAVE

A. Military Leave for Employees

1. Temporary Military Duty: An employee who is an active member of the Nevada National Guard (the "Guard") or any reserve component of the United States Armed Forces (the "Reserve"), shall be temporarily relieved from District duty with pay in such an amount as will in conjunction with his/her reserve pay constitute his/her regular compensation for a period not to exceed fifteen (15) working days in any calendar year, upon request to serve under orders on training duty. Any such absence shall not be deducted from the employee's accrued vacation.
2. USERRA: The District will comply with the provisions of the UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (38 USC§4301)
3. Seniority Benefit: While on Guard or Reserve duty, the employee shall receive seniority and anniversary date benefits in compliance with federal law and/or court precedent pertaining to military service due to members of the Guard or Reserve.
4. Promotion: Except as otherwise provided in this Article, an employee shall not be denied promotion or be adversely affected in job position due to serving in the Guard or Reserve.

B. Leave of Absence Without Pay

An employee, upon written application (Reference Attachment 3), may be granted a leave of absence without pay, subject to approval and authorization by the employee's supervisor and the General Manager. The amount of leave granted will be determined on a case by case basis, but in no circumstances will it exceed six (6) months.

Each full-time employee should have eighty (80) hours of paid time each pay period. Unless Leave of Absence Without Pay is authorized or the employee is subject to leave under FMLA, employees are required to use any available sick leave, comp time or vacation if necessary to reach eighty (80) hours in a pay period. If an employee takes time off without available sick leave, comp time or vacation to cover the hours away from work, the employee must have an approval signed by their supervisor prior to taking the time off. If an employee takes time off from work without available time and without their supervisor's signed approval the employee is subject to disciplinary action.

A leave of absence may be granted to maintain continuity of service in instances where unusual or unavoidable circumstances require an employee's absence. Where leave requests are granted it is presumed that the employee will be available to return to regular employment when the conditions *necessitating* the leave are resolved.

A leave of absence is considered a privilege and is not granted automatically. If a leave of absence without pay is granted to full time employees, arrangements must be made to take care of the employee's duties without undue interference with the normal work routine. The following conditions associated with leaves of absence shall apply:

1. The purpose for which the leave is granted will not lead to the employee's resignation.
2. The employee shall be reinstated to his or her former classification or equivalent upon returning from an authorized leave of absence.
3. The employee must have used all available sick leave, comp time or vacation.
4. Except as provided by law, no employee's benefits shall accrue or accumulate while he or she is on leave without pay. Medical benefits will be discontinued at the end of the month the authorized leave began.

If an employee fails to return immediately on the expiration of the leave of absence or if he/she accepts other employment while on leave, the employee shall thereby forfeit the leave of absence and the District will terminate employment as of the date the leave began.

C. Bereavement Leave

An employee is entitled to up to three (3) days of paid bereavement leave for the death of an immediate family member. Immediate family members include spouse, child, parent, grandparent, grandchild, brother, sister, mother-in-law and father-in-law. An employee will be allowed one day of paid bereavement leave for the death of a brother-in-law, sister-in-law, an aunt, uncle, niece or nephew.

Attachment 3

LEAVE OF ABSENCE AUTHORIZATION FORM

An employee, upon written application, may be granted a leave of absence without pay, subject to approval and authorization by the department head and the General Manager. The amount of leave granted will be determined on a case by case basis, but in no circumstances will it exceed six (6) months.

A leave of absence is granted on the assumption the employee will be available to return to regular employment when the conditions *necessitating* the leave are resolved.

A leave of absence is considered a privilege and is not granted automatically, if a leave of absence without pay is granted to full time employees, arrangements must be made to take care of the employee's duties without undue interference with the normal work routine. The following conditions will apply:

1. The purpose for which the leave is granted will not lead to the employee's resignation.
2. The employee shall be reinstated to his or her former classification or equivalent upon returning from an authorized leave of absence.
3. Except as provided by law, no employee's benefits shall accrue or accumulate while he or she is on leave without pay when such leave is for longer than 30 cumulative days. Medical Benefits for the employee will end at the end of month that the authorized leave begins.

Name: _____ Date: _____

Reason for Leave Request: (Please be specific) _____

Start Date of Leave: _____ End Date of Leave: _____

Total Number of Days Requested: _____

I understand that if I fail to return immediately on the expiration of the leave of absence or if I accept other employment while on leave, I will forfeit the leave of absence and the District will terminate my employment as of the date the leave began.

I understand and agree to the terms of this Leave of Absence:

Signature of Employee: _____ Date: _____

I have reviewed and approved this Leave of Absence:

Signature of Supervisor: _____ Date: _____

Signature of General Manager: _____ Date: _____

Article 19

HOLIDAYS

Employees will be paid their regular rate of pay for all observed holidays. Below is a list of holidays observed by the State of Nevada and the District.

- New Year's Day (January 1)
- Martin Luther King's Birthday (third Monday in January)
- President's Day (third Monday in February)
- Memorial Day (last Monday in May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Nevada Day (last Friday in October)
- Veteran's Day (November 11)
- Thanksgiving Day (fourth Thursday in November)
- Day after Thanksgiving (fourth Friday in November)
- Christmas Day (December 25)
- Any other day declared a holiday, day of thanksgiving or a day of mourning, by the Governor or the President when District offices are closed.

When an observed holiday falls on a Saturday, the preceding Friday will be observed as the holiday. When an observed holiday falls on a Sunday, the following Monday will be observed as a holiday.

An employee who regularly works a schedule other than Monday-Friday and the holiday falls on their day off, that employee will observe the holiday on the work day closest to the holiday in addition to his/her normal days off. Below are examples:

1. An employee is regularly scheduled to work Monday through Thursday. When a holiday falls on Friday, the employee would be off on Thursday for the holiday.
2. An employee is regularly scheduled to work Tuesday through Friday. When a holiday falls on Monday, the employee would be off on Tuesday for the holiday.
3. An employee regularly scheduled to work Monday through Thursday will observe Wednesday and Thursday as the holiday for the two day Thanksgiving holiday.

Employee's holiday time off shall be equivalent to their required shift schedule for one (1) day, not to exceed 10 hours in one day.

An employee will not adjust their work schedule on a holiday week in order to change their day off without prior written approval from the supervisor and the General Manager.

Holidays occurring during an employee's vacation or sick time will not be counted as vacation or sick leave.

For timekeeping purposes, all employees will record the holiday on his or her timesheet as the day observed by the State of Nevada. For instance, in example 1 above, the employee would

take Thursday and Friday off and record Friday as the holiday. In example 2, the employee would take Monday and Tuesday off and record Monday as the holiday.

Full-time, permanent employees required to work on an observed holiday will receive time and a half their regular rate of pay for hours worked in addition to hours paid for the holiday.

Article 20

OVERTIME PAY

If the employee's supervisor authorizes an employee to work overtime, the employee will have the choice of receiving either payment or compensatory time off for overtime worked.

An employee working a 5 day 40 hour week, and required and authorized to work overtime, shall be compensated at an overtime pay rate of time and one-half (1 ½) for hours actually worked in excess of eight (8) per shift or 40 in an official workweek. An employee working a 4 day 40 hour week, and required and authorized to work overtime, shall be compensated at an overtime pay rate of time and one-half (1 ½) for hours actually worked in excess of ten (10) per shift or 40 in an official workweek. An employee working a Ditchrider work schedule, and required and authorized to work overtime, shall be compensated at an overtime pay rate of time and one-half (1 ½) for hours actually worked in excess of twelve (12) per shift or 40 hours in an official workweek.

A. Call Out

Employees who are called back to perform work during other than their regular working hours or without twenty-four (24) hours notice shall be paid at the rate of one and one-half (1 1/2) times the normal hourly rate of the employee unless the employee chooses to accept compensatory time at one and one-half (1 1/2) times the hours worked. An employee who is called to work by the District outside of his regular schedule or without 24 hours notice will be paid a minimum of four (4) hours at one and one-half (1 1/2) times his computed hourly rate.

B. Holiday Work

An employee performing emergency work on an observed holiday shall receive a minimum of four (4) hours pay, or actual hours if more than four (4), at one and one-half (1 1/2) times the normal hourly rate of the employee, whichever is greater, in addition to the straight time pay the employee would receive for holiday pay. An employee will receive holiday pay for observed holidays only (See Article 19).

C. Hazard Pay

Those employees required to work in 1) the Lahontan Dam tower beneath the tower room or over an open shaft in the tower, 2) in the penstock at Lahontan Dam, 3) performing gate maintenance at Gilpin Spill or 4) as the operator of a wheeled crane, will be paid one and one-half (1 1/2) times their computed hourly rate for all such hours worked regardless of whether it is overtime.

D. Compensatory Time Off

1. The granting of compensatory time shall be subject to the following:
 - a) The request is indicated on the employee's timesheets.

- b) The period of earned time is approved by the employee's supervisor.
- 2. Accumulation and use of Compensatory Time
 - a) Comp time must be taken before vacation leave is used and should be taken during the calendar year earned, subject to the approval of the employee's supervisor and the General Manager.
 - b) Accumulated comp time should not exceed two-hundred forty (240) hours, provided that an employee, with the approval of the employee's supervisor and the General Manager, may in unusual circumstances accumulate comp time to a maximum higher than two-hundred forty (240) hours as specifically set forth in the approval.
- 3. Unused Compensatory Time
 - a) Payment for compensatory time shall also be made for unused compensatory time at termination (voluntary or involuntary), retirement or death. Payment shall be at the employee's current rate of pay.

E. Control and Documentation of Overtime and Compensatory Time

It is the duty of the employee and management to ensure that work time is correctly shown on the employee's time record for each pay period.

Article 21

COURT DUTY

An employee summoned to appear as a juror; or as a party to an action arising out of District employment, or as a witness for the purpose of giving testimony as to facts relating to an action arising out of District employment, shall receive full compensation. The employee must present the summons to management as soon as it is received in order that time off may be scheduled.

The employee will be allowed to retain any compensation awarded by the court for jury service. In all circumstances, the employee shall retain mileage allowances as long as the employee uses his/her own vehicle and not a District vehicle.

When an employee who is scheduled to work a shift other than day shift receives a summons to serve on a jury, the supervisor will modify the employee's work schedule in order to ensure the employee is not required to work 8 hours prior to appearing in court. Employees are required to notify their supervisor when they are released from court service who will then make an equitable adjustments to their schedule for returning to work, if needed, based on time spent in court.

All time records will identify the hours spent on court duty.

This Article does not apply to a lawsuit brought by the employee against the District, or any other entity or person, or any other private action.

Article 22

GRIEVANCE PROCEDURES

A. Definitions

Grievance: A grievance is a claimed violation, misapplication, and misinterpretation of a specific provision of this Agreement, which adversely affects the grievant. The exercise or lack of exercise of Employer Rights (Article XX) shall not be grievable.

Grievant: A grievant is a unit member or the Association who is filing a grievance as defined above. Alleged violations, misapplications or misinterpretations which affect more than one (1) employee in a substantially similar manner may be consolidated at the discretion of management or the Association as a group grievance and shall thereafter be represented by a single grievant.

Day: Day shall mean a day in which the District's main administrative office is open for business.

B. Grievance Procedure

1. Informal Resolution: Within seven (7) working days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, the grievant shall orally discuss his/her grievance with his/her supervisor. A supervisor shall have five (5) working days to give an answer to the employee.

2. Formal Resolution:

Level 1: If a grievant is not satisfied with the resolution proposed at the informal level, the grievant may, within ten (10) working days of such receipt of such answer, file a formal written grievance with his/her supervisor containing a statement describing the grievance, the section of this Agreement allegedly violated, and remedy requested. The supervisor shall, within ten (10) working days, have a meeting with the grievant regarding the information provided. The supervisor shall provide a written answer to the grievant within five (5) working days following the meeting.

Level 2: If the grievant is not satisfied with the written answer from Level 1, the grievant may, within five (5) working days from the receipt of such answer, file a written appeal to the General Manager. Within twenty (20) working days of receipt of the written appeal, the General Manager or his/her designee, shall investigate the grievance which may include a meeting with the concerned parties, and shall give written answer to the grievant. The General Manager's answer is final and binding unless within ten (10) working days following receipt of the written answer, the Association notifies the General Manager of its intention to appeal the matter to arbitration.

C. General Provisions

1. Failure to Carry Forward: If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered withdrawn with prejudice.
2. Failure to Respond: If a supervisor or General Manager, or their designee fails to respond with an answer within the given time period, the grievant may appeal his/her grievance to the next higher level as if a negative response had been received on the final day allowed for a management response.
3. Representation: The grievant(s) may have representation at any level of this procedure.
4. Waiver of Time Limits: Time limits and formal levels may be waived by mutual written consent of the parties.
5. Service: Proof of service shall be by certified mail, e-mail or personal service.
6. Copy to Association: The District shall provide the Association with a copy of all grievances filed at the Level 1 step of this grievance procedure, where such grievance is not being processed by the Association.
7. Effect of a Grievance: The making or filing of a grievance shall not prevent the District, the General Manager, or supervisor from taking action deemed appropriate, nor shall it have the effect of suspending action previously taken even though the action may involve or be a part of the subject matter of the grievance.
8. Advancing to Arbitration: No grievance may proceed to arbitration without the signature of the President of the Association. All costs associated with arbitration will be split equally between the parties except for hearing preparation costs which shall be the responsibility of each individual party.

Attachment 4

GRIEVANCE FORM

GRIEVANT INFORMATION

NAME: _____

DATE: _____

Department: _____ Job Title _____ Supervisor _____

Work Phone# _____ Home Phone # _____ Hire Date _____

CONTRACT VIOLATION

Date of incident being grieved: _____

Section of Agreement being grieved: Article: ____

Section: _____

Explanation of grievance: _____

(Use reverse side if more space is needed)

Remedy Requested: _____

Grievant Signature _____

Received by Employer

Date

Date Response is due

DISPOSITION OF GRIEVANCE

Step 1 _____

Employer _____ Date _____

Grievant _____ Date _____

Step 2-Final disposition _____

District Manager _____ Date _____

Grievant _____ Date _____

Notice by Association of intention to appeal to Board of Director's: Date: _____

Step 3 of Final Disposition _____

Article 23

DISTRICT EQUIPMENT AND VEHICLES

The policy of the District provides for a pre- and post-inspection of assigned equipment and vehicles with a set of guidelines for the obligation of the District and the employee with regard to the use, maintenance or damage to the equipment or vehicle. Employees will acknowledge the working status and condition of any equipment assigned by documenting the information on forms provided by the District.

A daily inspection will include and document overall vehicle condition, including but not limited to; body, undercarriage (including anything hanging down), fluid levels, tires, wheels, and attaching parts, engine compartment, interior, and excessive leaks, and engine noises. Any defects will be noted on the form, and reported by completing a shop work order listing all defects. The daily use of such equipment may require repair and routine maintenance. Employees will not be held responsible for the normal wear or failure of equipment that is used properly. Employees shall be responsible for excessive wear and abuse/misuse of equipment, arising from deliberate abuse, improper care or handling of equipment, and/or failure to check and maintain fluid levels.

Employees will not be required to use equipment deemed to be unsafe by the operator of such equipment. If an employee and supervisor disagree about the status of any equipment to be utilized, the matter will be submitted to the General Manager for final resolution.

Employees will be responsible for keeping vehicles and equipment clean by removing trash, accumulated debris, and rinsing off outside as needed. Vehicles will be cleaned once a month during the Preventive Maintenance (PM) schedule at the shop.

Abuse/Misuse may be considered a serious infraction.

Definitions:

Normal Wear & Tear - Normal Tire Wear, Brakes, Shocks, light body scratches, bulbs, spotlights, and any other standard maintenance / normal replacement items relating to normal driving habits.

Abuse/Misuse - Excessive Tire Wear, Body Damage (including bumpers), Undercarriage damage, engine and drive train damage (outside normal mileage failures), excessive /abusive driving, and operating habits.

Article 24

GROUP HEALTH INSURANCE AND RELATED BENEFITS

The District provides, at District expense, health coverage for eligible employees under a group benefit plan with Anthem, Blue Cross/Blue Shield of Nevada, which includes health, dental, vision, life insurance and accidental death and dismemberment. Employees and their dependents are eligible for coverage following 90 days of full-time employment. Provisions of this Article will be subject to negotiations beginning in January of every year to be effective March 1st of every year under this agreement.

In the current insurance year the District will pay the premiums for coverage on all plans for all employees and their dependents using the 2009 premiums as a base rate. Any increases in premiums for dependent coverage over the base rate will be split 50/50 between employees and the District. In all future years under this Agreement the District will continue to pay all premiums for the employee only. Increases to employees with dependent coverage will be deducted from earnings effective March 1st of every year under this agreement.

The District will reimburse the employee for the deductible whether incurred by the employee or the employee's dependents covered under the policy up to \$1,000 per year beginning January 1st and ending December 31st. The medical deductible shall be applied for, on or before January 30th following the year service was rendered. After that point no more additional reimbursements will be paid for the previous year. As proof of payment of medical costs, the District will accept the explanation of benefits, receipts showing date of service and the name of the patient, receipt for prescriptions, or other documents shown to be satisfactory as determined by the General Manager, The reimbursements, as outlined above, to the employee are limited to a maximum of \$1,000 annually and will be paid in increments of \$200 or more as incurred.

Base Rates for Health Insurance:

| | Employee | Employee Child | Employee Spouse | Family |
|------------------------------|----------|----------------|-----------------|------------|
| Medical | \$417.76 | \$751.97 | \$919.07 | \$1,295.05 |
| Dental | \$31.62 | \$61.67 | \$61.67 | \$91.68 |
| Vision | \$4.91 | \$7.86 | \$7.86 | \$12.77 |
| Life/AD&D | \$1.50 | \$1.50 | \$1.50 | \$1.50 |
| Life | \$11.70 | \$11.70 | \$11.70 | \$11.70 |
| Total 2009 Premium Base Rate | \$467.49 | \$834.70 | \$1,001.80 | \$1,412.70 |

It is each employee's responsibility to immediately report changes in dependent's coverage to the Human Resources department.

Application for group health and related coverage is made through the District's office. Booklets describing the insurance coverage and identification cards are provided to the employee upon acceptance in the benefit plan.

Article 25

PUBLIC EMPLOYEES' RETIREMENT

The District is considered to be a "Public Employer" as defined by NRS 286.070. Therefore, all District employees, or the District on behalf of the employee with limited exceptions, must participate in the Public Employees Retirement System (PERS).

Employees have the option to choose between two plans:

1. The District contributes to the Employer Pay Contribution Plan; or

2. The District and the employee jointly contribute to the Employee/Employer Contribution Plan at the rate determined by PERS.

Membership in PERS is not canceled automatically upon termination of employment; it can only be canceled upon refund, retirement, or death of the employee through PERS.

Further information concerning the retirement system is available at the District's office or can be obtained by contacting the Public Employees Retirement System.

Article 26

VACATION LEAVE

Full Time permanent employees are eligible to receive vacations with pay. However, permanent employees who work less than 40 hours in a week will receive vacation leave on a proportionate basis, e.g. 20 hours worked will receive vacation leave by multiplying the appropriate rate by 20/40. Temporary, seasonal, and part-time employees are not eligible.

| <u>Length of Service</u> | <u>Rate per Month</u> | <u>Rate Per Year</u> |
|--------------------------|-----------------------|----------------------|
| 1-5 years | 8 hours | 96 hours |
| Over 5 years | 12 hours | 144 hours |
| Over 10 years | 14 hours | 168 hours |
| Over 15 years | 16 hours | 192 hours |
| Over 25 years | 18 hours | 216 hours |

Vacation hours accumulated in excess of one and a half **(1 1/2)** times the eligible employees rate of accrual **or thirty days (240 hours), whichever is greater,** shall be paid at the current rate of pay on the payroll next following the employees anniversary date of employment. At the onset of implementation of this policy "catch-up" payouts of vacation pay may be in phases determined by management according to budget restrictions.

A. Availability of vacation time

Vacation leave is accrued on the employee's bi-weekly paycheck. Leave accrued is not available until completion of the first six months of employment.

B. Scheduling of vacation time

1. Vacation requests should be submitted two (2) weeks before the requested vacation. A later request for vacation leave may not be guaranteed and may not be allowed depending upon work requirements. Such later vacation leave requests are granted at the discretion of the employee's supervisor and management.
2. Vacation leave may be scheduled in less-than full day increments upon unforeseen situations or if work conditions allow. Such approvals will be at the discretion of the employee's supervisor and management.
3. Employees are to submit requests on a form available from the employee's supervisor.

4. Vacations will be scheduled with operational requirements in mind. In instances where there is a conflict in scheduling vacation time off between employees in the same department, total employment seniority shall prevail.
5. In the event a holiday observed by the District falls within the employee's vacation period, the additional day of vacation will be returned to the employee for use at another time.

C. Termination of Employment

Employees who have at least twelve (12) months eligible service who subsequently leave the employment of the District shall be paid for all accumulated annual leave time at the appropriate pro rata amount per month based upon their length of service. Employees who are terminated for cause shall not be eligible for payoff of unused annual accrual. If any employee dies and was entitled to payment for accumulated annual leave under the provisions of this agreement, the heirs of such employee who are given priority to succeed to that employee's assets under the laws of the intestate succession of this state, or the executor or administrator of that employees estate, upon submission of satisfactory proof to the board of their entitlement, shall be paid such amount.

D. Reinstatement of Employment

Employees who return to full-time permanent employment with the District within six (6) months of termination will be reinstated to their employment seniority status (adjusted for the time) for vacation. Reference Article 9 - Seniority.

Article 27

TERM OF CONTRACT

Contract term will run from official signing of President of the Board of Directors of the Truckee-Carson Irrigation District and the Truckee-Carson Irrigation District Employee Association President for a five (5) year period ending at midnight on the 6th day of November, 2027.

The only exception to this contract is the Compensation package (insurance, wages, COL). The Compensation package will be subject to negotiations beginning in January of every year to be effective the first full pay period of July of that same year.

Article 28

EMPLOYER AND EMPLOYEES ASSOCIATION ACCEPTANCE:

This Agreement has been negotiated with and agreed to between the Board of Directors of the Truckee-Carson Irrigation District and the Association.

Any change or modification to this policy manual shall first be negotiated with and approved by the Employees Association.

PRESIDENT
Truckee-Carson Irrigation District

Date

PRESIDENT
Employees Association

Date