



RESOLUTION NO. 2020-20
OF THE BOARD OF DIRECTORS OF THE NEVADA IRRIGATION DISTRICT

**AUTHORIZING CHANGES IN WAGES, HOURS,
AND TERMS AND CONDITIONS OF EMPLOYMENT FOR
EMPLOYEES REPRESENTED BY AFSCME -
OFFICE, FIELD AND SUPERVISORY UNITS**

WHEREAS, Nevada Irrigation District (hereafter "NID") and the recognized bargaining representatives representing employees within American Federation of State, County and Municipal Employees, Local 146 (hereinafter "AFSCME") have been engaged in meet and confer sessions regarding wages, hours, and terms and conditions of employment that are set out in the Comprehensive Memorandum of Understanding, July 1, 2017 to June 30, 2020, Governing Wages, Terms, and Conditions of Employment (hereafter "2014 MOU"); and,

WHEREAS, the 2017 MOU had a term expiring on June 30, 2020, and in accordance with its terms has been continued in force and effect pending negotiations; and,

WHEREAS, following several negotiating sessions, NID and representatives of the AFSCME agreed to temporarily suspend negotiations due to the COVID-19 pandemic; and,

WHEREAS, NID and AFSCME met and conferred virtually to consider an extension of each Unit's current MOU and agreed to terms and conditions by a Side Letter for the current MOU regarding wages, hours and terms and conditions of employment for Office, Field and Supervisory Units, for the period after expiration of the 2017 MOU for one year, expiring June 30, 2021 (hereafter, collectively, "2020-2021 MOU"); and

WHEREAS, the Board of Directors has authorized and approved such agreements and directed that a resolution be prepared incorporating such changes in a successor Memorandum of Understanding; and,

WHEREAS, the agreed upon wages, hours, and terms and conditions of employment for employees in the Office, Field and Supervisory Units for the successor MOU and Side Letters are set forth in Attachments A, B and C.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Nevada Irrigation District, that Attachment A and all attachments thereto, are hereby approved.

BE IT FURTHER RESOLVED that the Interim General Manager is hereby authorized to finalize and execute the 2020-2021 MOU Side Letters with all necessary exhibits, as a successor Memorandum of Understanding, to be effective July 1, 2020.

PASSED AND ADOPTED by the Board of Directors of the Nevada Irrigation District at a regular meeting held on the 23rd day of September 2020, by the following vote:

AYES:	Directors: Wilcox, Peters, Bierwagen, Heck
NOES:	Directors: Miller
ABSENT:	Directors: None
ABSTAIN:	Directors: None



President of the Board of Directors

Attest:



Secretary to the Board of Directors

ATTACHMENT A

**Side Letter to the
Memorandum of Understanding
Between
All Office Employees Represented by
American Federation of State, County and Municipal Employees, Local 146, AFL-CIO
July 1, 2017 – June 30, 2020**

This Side Letter is to memorialize an agreement between the Nevada Irrigation District (“District”) and the American Federal of State, County and Municipal Employees, Local 146, AFL-CIO (“Union”) and reflects agreed upon changes, corrections or clarifications to the Memorandum of Understanding between the District and the Union applicable to employees in the Office unit which has a term of July 1, 2017 to June 30, 2020 (“MOU”). The parties hereby agree to the following:

1. To extend the term of the MOU and hereby do so by amending the following provision of Article XVII of the MOU so that it reads as follows:

Term: The term of this Memorandum of Understanding shall be from the date of ratification by the Board of Directors of the Nevada Irrigation District up to and including June 30, 2021.

2. To amend Article III of the MOU to add the following paragraph to the end of Section 11:

“Effective on the first day of the first full pay period in January 2021, the 2020 salary schedule shall be adjusted to provide for a one percent (1%) cost of living adjustment. Exhibit A will be updated on or around January 2021 to reflect this adjustment.”

3. To amend the Side Letter which amended Article XII, Section 4 of the MOU (Health Reimbursement Arrangement) to include the following:

Article XII, Section 4.g.(iii) of the MOU will be amended to include reference to plan years 2019, 2020 and 2021.

Article XII, Section 4.g.(iv) of the MOU will be amended to include reference to plan years 2018, 2019, 2020 and 2021.

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In WITNESS WHEREOF, the parties hereto have executed this Side Letter of Agreement effective upon ratification by both parties.

On behalf of the District	On behalf of the Union
	<i>Desiree Ince</i>
Greg Jones Interim General Manager Nevada Irrigation District	Desiree Ince, Chapter President, American Federation of State, County and Municipal Employees, Local 146 AFL-CIO
Dated:	Dated: <i>8/20/2020</i>

On behalf of the Union
<i>Roland A. Becht</i>
Roland Becht, Business Agent, American Federation of State, County and Municipal Employees, Council 57
Dated: <i>8-18-20</i>

ATTACHMENT B

Side Letter to the

Memorandum of Understanding

Between

All Field Employees Represented by

American Federation of State, County and Municipal Employees, Local 146, AFL-CIO

July 1, 2017 – June 30, 2020

This Side Letter is to memorialize an agreement between the Nevada Irrigation District (“District”) and the American Federal of State, County and Municipal Employees, Local 146, AFL-CIO (“Union”) and reflects agreed upon changes, corrections or clarifications to the Memorandum of Understanding between the District and the Union applicable to employees in the Field unit which has a term of July 1, 2017 to June 30, 2020 (“MOU”). The parties hereby agree to the following:

1. To extend the term of the MOU and hereby do so by amending the following provision of Article XVII of the MOU so that it reads as follows:

Term: The term of this Memorandum of Understanding shall be from the date of ratification by the Board of Directors of the Nevada Irrigation District up to and including June 30, 2021.

2. To amend Article III of the MOU to add the following paragraph to the end of Section 11:

“Effective on the first day of the first full pay period in January 2021, the 2020 salary schedule shall be adjusted to provide for a one percent (1%) cost of living adjustment. Exhibit A will be updated on or around January 2021 to reflect this adjustment.”

3. To amend the Side Letter which amended Article XII, Section 4 of the MOU (Health Reimbursement Account) to include the following:


Article XII, Section 4.g.(iii) of the MOU will be amended to include reference to plan years 2019, 2020 and 2021.


Article XII, Section 4.g.(iv) of the MOU will be amended to include reference to plan years 2018, 2019, 2020 and 2021.

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In WITNESS WHEREOF, the parties hereto have executed this Side Letter of Agreement effective upon ratification by both parties.

On behalf of the District	On behalf of the Union
	
Greg Jones Interim General Manager Nevada Irrigation District	Chris Ribble, Chapter Vice- President, American Federation of State, County and Municipal Employees, Local 146 AFL-CIO
Dated:	Dated:

On behalf of the Union

Roland Becht, Business Agent American Federation of State, County and Municipal Employees, Council 57
Dated: 8-18-20

ATTACHMENT C

Side Letter to the Memorandum of Understanding Between

All Supervisory Employees Represented by
American Federation of State, County and Municipal Employees, Local 146, AFL-CIO
July 1, 2017 – June 30, 2020

This Side Letter is to memorialize an agreement between the Nevada Irrigation District (“District”) and the American Federal of State, County and Municipal Employees, Local 146, AFL-CIO (“Union”) and reflects agreed upon changes, corrections or clarifications to the Memorandum of Understanding between the District and the Union applicable to employees in the Supervisory unit which has a current term of July 1, 2017 to June 30, 2020 (“MOU”). The parties hereby agree to the following:

1. To extend the term of the MOU and hereby do so by amending Article XVII of the MOU so that it reads as follows:

Term: The term of this Memorandum of Understanding shall be from the date of ratification by the Board of Directors of the Nevada Irrigation District up to and including June 30, 2021.

2. To amend Article III of the MOU to add a new Section 11.b which states:

“b. Effective on the first day of the first full pay period in January 2021, the 2020 salary schedule shall be adjusted to provide for a one percent (1%) cost of living adjustment. Exhibit A will be updated on or around January 2021 to reflect this adjustment.”

3. To amend the Side Letter which amended Article XII, Section 4 of the MOU (Health Reimbursement Account) to include the following:

Article XII, Section 4.g.(iii) of the MOU will be amended to include reference to plan years 2019, 2020 and 2021.


Article XII, Section 4.g.(iv) of the MOU will be amended to include reference to plan years 2018, 2019, 2020 and 2021.

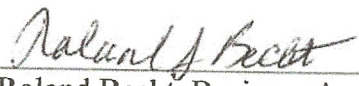
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In WITNESS WHEREOF, the parties hereto have executed this Side Letter of Agreement effective upon ratification by both parties.

On behalf of the District	On behalf of the Union
	
Greg Jones Interim General Manager Nevada Irrigation District	Matthew Halvorson, Supervisor's Unit Representative, American Federation of State, County and Municipal Employees, Local 146 AFL-CIO
Dated:	Dated: 8-18-2020

On behalf of the Union

Roland Becht, Business Agent, American Federation of State, County and Municipal Employees, Council 57
Dated: 8-18-20