



RESOLUTION No. 2017-30

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 -
FIELD, SUPERVISORY AND OFFICE 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 2014 MOU had a term expiring on June 30, 2017, and in accordance with its terms has been continued in force and effect pending negotiations; and,

WHEREAS, following numerous negotiating sessions, NID and representatives of the AFSCME agreed to terms and conditions for a successor Memorandum of Understanding regarding wages, hours and terms and conditions of employment for Field, Supervisory and Office Units, for the period after expiration of the 2014 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 Field, Supervisory and Office Units for the successor MOU are set forth in Attachments A, B & C.

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

BE IT FURTHER RESOLVED that the General Manager is hereby authorized to finalize and execute the 2017-2020 MOU with all necessary exhibits, as a successor Memorandum of Understanding, to be effective July 1, 2017.

PASSED and **ADOPTED** this 25th day of October 2017, at Grass Valley, California, the following Directors voting thereon:

AYES: Directors: Weber, Drew, Miller, Morebeck, Wilcox
NOES: Directors: None
ABSENT: Directors: None
ABSTAIN: Directors: None



President of the Board of Directors

Attest:



Secretary to the Board of Directors

ATTACHMENT "A"

FIELD UNIT

LAST AND FINAL OFFER

FROM THE NEVADA IRRIGATION DISTRICT TO LOCAL 146,
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO
FOR A THREE YEAR MEMORANDUM OF UNDERSTANDING
EXPIRING ON JUNE 30, 2020

This last, best and final offer settles all negotiations for a new three year Memorandum of Understanding effective on the date of ratification by the Board of Directors of the Nevada Irrigation District up to and including June 30, 2020, except for the specific reopener included herein. Set forth below are the changes to the July 1, 2014 to June 30, 2017 Memorandum of Understanding.

Article I – Recognized Employee Organizations

Art. I, Sec. 1: Revise AFSCME recognition language to read: “Recognition: The District recognizes American Federation of State, County and Municipal Employees, Local 146, AFL-CIO (hereafter referred to as Union) as the exclusive representative of employees in the Field unit.”

Art. I, Sec. 2: Substitute “The Union” for “Representatives of the American Federation of State, County and Municipal Employees, Local 146, AFL-CIO (hereafter referred to as Union).”

Art. I, Sec. 7: Substitute “Field” for “field and supervisory.”

Art. I, Sec. 7: Delete “The District will provide the new employees with Union supplied orientation packets.” Replace with: “The Union’s Business Representative or designee shall be given the opportunity to make a membership presentation to a new employee within ten (10) days of employee’s start date.”

Article II – Employee Status

Art. II, Sec. 2: Delete sentence stating: “Employees must complete their probationary period before applying for another position.” Replace with:

“An employee who has not completed his or her initial six-month probationary period shall not be permitted to apply for an open position unless there are no other internal candidates for the position, or none of the other internal candidates for the position have been selected, and the vacancy has been opened up to external candidates. In the event a probationary employee is selected to fill the position, the probationary employee will be required to complete a full probationary period in the new position (which will not be reduced by time spent as a probationary employee in the former position).

A non-probationary employee who already has completed his or her initial six-month probationary period, and successfully bids on an open position, will be required to complete a new 90-day probationary period in the new position. If such employee has more than five years of service with the District, the employee will be entitled to return to his or her former position during the 90-day probationary period, as provided in Article IV, section 3.”

Art. II, Sec. 4: Substitute "Temporary Worker" for "Temporary Employee."

Art. II, Sec. 4 (last paragraph): Revise to read: "Temporary Workers working in a regularly scheduled classification governed by this MOU can be in place for 12 consecutive months."

Article III – Salary And Other Compensation

Art. III, Sec. 1: Replace "job classifications" with "Field job classifications."

Art. III, Sec. 2: Replace "classifications" with "Field classifications."

Art. III, Sec. 4a: Delete sentence: "This provision does not apply to supervisory personnel listed under Article X, Section 13." Add new sentence to Sec. 4a: "A driver who performs Class A driving work in a higher classification for four hours or more on any one day will receive a 5% increase to his or her hourly wage."

Art. III, Sec. 9 (Market Adjustment): Revise paragraph as follows: "Market Adjustment: Effective the first full pay period in January 2018, all current employee wage rates as set forth in Exhibit A will be increased by two percent (2.0%)."

Art. III, Sec. 10 (Designated Consumer Price Index): Revise first paragraph to read: "The parties agree that the Consumer Price Index (CPI), San Francisco-Oakland-San Jose category, published by the California Department of Industrial Relations, shall be the basis for all salary increases that are tied to Consumer Price Indexes."

Art. III, Sec. 11 (Cost of Living Adjustment): Delete paragraph 11a. Revise paragraph 11b to read as follows: "Effective in the first full pay period in January 2018, 2019, and 2020, employees shall receive a cost of living adjustment (COLA) in accordance with Section 10 above, and such COLA will be not less than a one and one-half percent (1.5%) increase and not more than a three and one-half percent (3.5%) increase. Exhibit A will be updated on or about January of each year to include the new COLA."

Art. III, Sec. 12 (Compensation Survey): Not later than sixty (60) calendar days after this MOU is ratified by the District's Board of Directors and executed by the parties, the District will initiate efforts to retain a suitable consultant to perform a compensation survey designed to compare the wage rates and benefits (i.e. total compensation) paid by the District to its employees represented by the Union with wage rates and benefits paid by reasonably comparable irrigation districts or similar agencies - that operate under similar circumstances as the District - for the same or comparable work. The District will consider input from the Union as to proposed comparable agencies and why the Union believes they are comparable. The decision as to which agencies will be deemed comparable will be made by the District with input from the consultant. The District will require that the survey be completed by the end of the fourth quarter of 2019. The results of the survey will be communicated to the Union. It is understood and agreed that the survey results will be considered by the parties in negotiations for a new MOU, but any changes to wage rates or benefits will be the result of negotiations between the parties, and will not be dictated by the salary survey. The parties will be free to consider all pertinent factors in negotiating compensation and benefits.

Article IV – Promotion And Transfer Procedures

Art. IV, Sec. 2a: Add the following locations for posting employment announcements: Human Resources Office; North Auburn Field Office; and modify: “Maintenance Shop Area” to “Mechanic Shop Area”; “Gold Hill Yard (Lincoln)” to “Placer Maintenance Yard”; “Purchasing Department” to “Purchasing Office”; and “Hydroelectric Department” to “Hydroelectric Field Office.”

Art. IV, Sec. 4: Add to Art. IV, Sec. 4:
“including the candidate’s length of service with the District.”

Art. IV [Entire Article]: Replace entire Article with revised Article IV (attached).

Article V – Layoff And Displacement (Bumping Rights)

Art V, Sec. 2: Change “effected” to “affected.”

Article VI - Vacation

Art. VI, Sec. 2c: Revise first sentence to read: “Employees should submit written requests for vacations to their Department Manager, or his/her designee, at least one week prior to the requested vacation and in compliance with the Department’s workload scheduling procedures.” Revise second sentence to read: “Whenever possible, vacations will be approved by the Department within five days of submitting.”

Article VII – Sick Leave

No changes.

Article VIII – Leave Of Absence And Other Leaves

Art. VIII, Sec. 5: Change “while” to “While.”

Art. VIII, Sec. 9: Add: “domestic partner.”

Article IX – Continuity

Art. IX, Sec. 1: Delete sentence: “Length of service will be considered in promotions and protection against demotions and layoffs.”

Article X – Hours And Overtime

Art. X, Sec. 1: Revise paragraph to read: “Standard Workweek Definition: Except for those employees working an alternative work schedule as described in this Article, the basic workweek for District employees will be five consecutive eight-hour workdays. A workday shall run from 12:00 midnight to 12:00 midnight. As a general rule, the regular hours of work for Field employees, as set by the Department, shall be from 7:30 a.m. to 4:00 p.m., with one-half (1/2) hour for lunch. The lunch period will begin at 11:30 a.m., but may be advanced or delayed one (1) hour when work must be performed during the regular lunch period. The Department Manager, at his/her discretion may set different work schedules for some or all of the employees in the Department, and may change work schedules as

necessary for the proper operation of the Department. The Department Manager or his/her designee will inform the employees of their work schedules and any changes thereto.”

Art. X, Sec. 1a: Revise to read: “Work hours for 9/80, 4/10s, and 3/12 hour schedules (as described below) will be between 6:30 a.m. and 5:30 p.m. with a half hour or hour lunch. Starting and ending times, as well as lunch periods, will be at the discretion of the Department Manager.

Art. X, Sec. 5: Revise introductory sentence to read: “District may schedule employees to work for periods other than their regular or scheduled work hours in any of the following situations.”

Art. X, Sec. 6: Revise introductory sentence to read: “Time worked outside of regular or scheduled work hours on a workday shall be compensated as follows.”

Art. X, Sec. 6a: Substitute “their regular or scheduled work hours” for “between 7:30 a.m. and 5:00 p.m.”

Art. X, Sec. 11 [Paragraph on CTO balance]: Revise paragraph to read:

“Accrual Limit: Accrual is the total number of overtime hours converted to CTO and placed in the CTO bank during the fiscal year. A maximum annual accrual limit of one hundred sixty (160) CTO hours will be allowed. The employee will be compensated with pay for any overtime worked after the accrual limit has been reached. The General Manager, or designee, may establish a more restrictive Balance limit when and if necessary.”

Art. X, Sec. 12: Revise as follows:

“Rollover/Pay Option:

- a. Rollover: Prior to the last full payroll period of each fiscal year end, the employee will be given a one-time option to rollover, all or a portion of his/her CTO hours, in his/her CTO bank. The maximum amount of CTO hours that can be rolled over into the next fiscal year will be sixty (60). The employee shall be paid for any remaining CTO hours that are not rolled over.
- b. Pay Option: An employee may cash out all or a portion of his/her CTO hours, in his/her CTO bank, during the last full payroll period in June and the last full payroll period in December. In addition, at the sole discretion of the General Manager, the General Manager may, at any time during the fiscal year, authorize a CTO cash payout to an employee experiencing a severe financial hardship.

Art. X, Sec. 13 and Sec. 14: Delete these sections from the Field MOU.

Art. X, Sec. 14: Add new paragraph on rest periods: “Rest Periods: A maximum of two rest breaks are usually permitted each work day. These breaks shall occur about midway through each four (4) hour period and each break shall not exceed fifteen (15) minutes. Under normal circumstances, an effort will be made to not interrupt employees during their rest breaks.”

Article XI - Holidays

Art. XI, Sec. 1: Reorder list of holidays so Labor Day is listed after Independence Day.

Art XI, Sec. 1: In second sentence, eliminate “of order.”

Article XII – Benefits

Art. XII, Sec. 4g (i) (HRA): Revise (i), (ii), and (iii) as follows:

- (i) The amount equal to the monthly contribution in the previous year for the purchase of the “employee only” Bay Area PERChoice premium, *except that in plan year 2018 only*, the monthly contribution in the previous year for the purchase of the “employee only” Anthem Blue Cross Select HMO – Bay Area; plus,
- (ii) 75% of the increase between the previous year monthly premium to the current year monthly premium (at the “employee only Bay Area PERChoice PPO rate, *except that in plan year 2018 only*, the employee only Anthem Blue Cross Select HMO- Bay Area rate shall be used); plus,
- (iii) \$850.00 to offset dependent premiums, out-of-pocket expenses, deductibles, etc. (*except that in plan year 2018 only*, the amount will be \$450.00 for employee only, \$1,000.00 for employee plus one dependent, and \$1,100.00 for employee plus family).

Art. XII, Sec. 4 (iv) (Waiver of Coverage): Add: (iv) For benefits plan year 2018 only, eligible employees waiving District medical coverage will receive a monthly, post-tax contribution via payroll equivalent to fifty percent (50%) of the employee plus one dependent premium of the Anthem Blue Cross Select HMO – Bay Area plan.

Art. XII, Sec. 14 (Life Insurance): Add sentence: “The District agrees to offer an optional supplemental life plan for employees and dependents, at the employee’s expense. This plan will be available only if 25 percent (25%) of the District’s employees enroll in the plan.”

Art. XII, Sec. 17 (Dental Plan): Revise to delete reference to ACWA dental plan. Add: “The District will contribute 100% of premiums for dental insurance coverage for employees and their eligible dependents.”

Art. XII, Sec. 18 (Vision Plan): Revise to delete reference to ACWA Vision Service Plan. Add: “The District will contribute 100% of premiums for vision insurance coverage for employees and their eligible dependents.”

Art. XII, Sec. 22 (Disability Insurance): The District will continue to provide long term disability insurance coverage. The District will contribute 100% of premiums for such coverage for employees. The District also agrees to offer a short term disability plan for employees, at a cost to employees of half the premium. This plan will be available only if 25 percent (25%) of the District’s employees enroll in the plan.

Art. XII, Sec. 23 (Air Ambulance): The District agrees to provide air ambulance coverage. The District will pay 100% of the annual membership cost for employees and families.

Article XIII – Grievance Procedure

No changes.

Article XIV – Employee Training

Art. XIV, Sec. 2: Replace existing language with the following sentence: “Where training is required by the District, expenses incurred by employees that have been approved in advance by the Department Manager or General Manager will be reimbursed.”

Article XV – Disciplinary Actions

Art. XV, Sec. 4: Add “(i.e. an investigatory interview)” following the words “disciplinary action.”

Art. XV, Sec. 5b: Replace “REO” with “Union.”

Art. XV, Sec. 5d (ii)(cc): Replace “REO” with “Union.”

Article XVI - Miscellaneous

Art. XVI, Sec. 2: Replace first paragraph with new language: “Boot Allowance: The District will pay \$180 toward the purchase and/or repair of work boots for District Employees listed in the District’s Work Apparel Policy and/or at the discretion of the employee’s department manager. Payment will be made within two (2) weeks of the employee’s date of hire and annually thereafter.”

Art. XVI, Sec. 4: Delete following sentence: “The parties agree that during the 1st quarter of the 2015 calendar year, they will meet to discuss potential classification adjustments for exempt employees identified in Article X.”

Article XVII – Term

Art. XVII, (Term of MOU): Replace with following: “Term and Reopener: 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, 2020; provided however that either party may reopen this MOU for the limited purpose of negotiating with respect to any aspect of the Health Reimbursement Arrangement (“HRA”), the terms of which are set forth in Article XII. A party wishing to reopen the MOU for this purpose must serve written notice of reopening on the other party not later than sixty (60) days prior to June 30, 2018.”

Exhibit A – Wage Schedule And Field Unit Job Classifications

CLASSIFICATIONS

Assistant Engineer
Associate Engineer
Construction Inspector I
Construction Inspector II
Electrical Systems Technician I
Electrical Systems Technician II
Equipment Mechanic I
Equipment Mechanic II

Equipment Operator
Hydraulic Technician I
Hydro Electrical Machinist I
Hydro Electrical Machinist II
Senior Hydro Electrical Machinist
Hydro Plant Operator I
Hydro Plant Operator II
Senior Hydro Plant Operator
Hydro Plant Operator I – Resident
Hydro Plant Operator II – Resident
Hydro Systems Technician I
Hydro Systems Technician II
Senior Hydro System Technician
Hydro Utility Worker
Hydrographer I
Hydrographer II
Meter Reader I
Meter Reader II
Senior Facility Ranger
Senior Park Ranger
Senior Right of Way Agent
Storekeeper
Senior Storekeeper
Utility Worker I
Utility Worker II
Senior Utility Worker
Vegetation Control Worker I
Vegetation Control Worker II
Senior Vegetation Control Worker
Water Distribution Operator I
Water Distribution Operator II
Senior Water Distribution Operator
Water Treatment Operator I
Water Treatment Operator II
Water Treatment Operator III
Chief Water Treatment Operator
Welder I
Welder II
Senior Welder

ATTACHMENT "B"

SUPERVISORY UNIT

LAST AND FINAL OFFER

FROM THE NEVADA IRRIGATION DISTRICT TO LOCAL 146,

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO

FOR A THREE YEAR MEMORANDUM OF UNDERSTANDING

EXPIRING ON JUNE 30, 2020

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Article I – Recognized Employee Organizations

Art. I, Sec. 1: Revise AFSCME recognition language to read: "Recognition: The District recognizes American Federation of State, County and Municipal Employees, Local 146, AFL-CIO (hereafter referred to as Union) as the exclusive representative of employees in the Supervisory unit."

Art. I, Sec. 2: Substitute "The Union" for "Representatives of the American Federation of State, County and Municipal Employees, Local 146, AFL-CIO (hereafter referred to as Union)."

Art. I, Sec. 3: Revise last sentence to read as follows: "No steward shall leave his/her job site without first obtaining the permission of the superintendent or manager to whom he or she reports, which permission may be withheld by the superintendent or manager if, at the sole discretion of the superintendent or manager, his/her presence is necessary for the safe conduct and efficiency of the operations; however, permission will not be unreasonably withheld."

Art. I, Sec. 7: Substitute "Supervisory" for "field and supervisory."

Art. I, Sec. 7: Delete "The District will provide the new employees with Union supplied orientation packets." Replace with: "The Union's Business Representative or designee shall be given the opportunity to make a membership presentation to a new employee within ten (10) days of employee's start date."

Article II – Employee Status

Art. II, Sec. 2: Delete sentence stating: "Employees must complete their probationary period before applying for another position." Replace with:

"An employee who has not completed his or her initial six-month probationary period shall not be permitted to apply for an open position unless there are no other internal candidates for the position, or none of the other internal candidates for the position have been selected, and the vacancy has been opened up to external candidates. In the event a probationary employee is selected to fill the position, the probationary employee will be required to complete a full probationary period in the new position (which will not be reduced by time spent as a probationary employee in the former position).

A non-probationary employee who already has completed his or her initial six-month probationary period, and successfully bids on an open position, will be required to complete a new 90-day probationary period in the new position. If such employee has more than five years of service with the District, the employee will be entitled to return to his or her former position during the 90-day probationary period, as provided in Article IV, section 3."

Art. II, Sec. 3: Substitute "Regular Part-time Supervisory Employee" for "Regular Part-time Employee."

Art. II, Sec. 4 (last paragraph): Revise to read: A "Temporary Supervisory Employee" is defined as an employee who is hired on a temporary basis to perform supervisory work on a seasonal basis and/or to supervise special projects. A Temporary Supervisory Employee can be in place for 12 consecutive months. After 12 consecutive months have passed, a brief written explanation for the extension will be provided by the District to the union."

Article III – Salary And Other Compensation

Art. III, Sec. 1: Replace "job classifications" with "Supervisory job classifications."

Art. III, Sec. 2: Replace "classifications" with "Supervisory classifications."

Art. III, Sec. 4b, 5, 6, 7, 8: Replace "employee" with "Supervisory employee."

Art. III, Sec. 7: Rewrite to read: "A call-out shall occur when a Supervisory employee is required to be available after normal work hours, during weekends or holidays."

Art. III, Sec. 9 (Market Adjustment): Revise paragraph as follows: "Market Adjustment: Effective the first full pay period in January 2018, all current employee wage rates as set forth in Exhibit A will be increased by two percent (2.0%)."

Art. III, Sec. 10 (Designated Consumer Price Index): Revise first paragraph to read: "The parties agree that the Consumer Price Index (CPI), San Francisco-Oakland-San Jose category, published by the California Department of Industrial Relations, shall be the basis for all salary increases that are tied to Consumer Price Indexes."

Art. III, Sec. 11 (Cost of Living Adjustment): Delete paragraph 11a. Revise paragraph 11b to read as follows: "Effective in the first full pay period in January 2018, 2019, and 2020, employees shall receive a cost of living adjustment (COLA) in accordance with Section 10 above, and such COLA will be not less than a one and one-half percent (1.5%) increase and not more than a three and one-half percent (3.5%) increase. Exhibit A will be updated on or about January of each year to include the new COLA."

Art. III, Sec. 12 (Compensation Survey): Not later than sixty (60) calendar days after this MOU is ratified by the District's Board of Directors and executed by the parties, the District will initiate efforts to retain a suitable consultant to perform a compensation survey designed to compare the wage rates and benefits (i.e. total compensation) paid by the District to its employees represented by the Union with wage rates and benefits paid by reasonably comparable irrigation districts or similar agencies - that operate under similar circumstances as the District - for the same or comparable work. The District will consider input from the Union as to proposed comparable agencies and why the Union believes they are comparable. The decision as to which agencies will be deemed comparable will be made by the District with input from the consultant. The District will require that the survey be completed by the end of the

fourth quarter of 2019 . The results of the survey will be communicated to the Union. It is understood and agreed that the survey results will be considered by the parties in negotiations for a new MOU, but any changes to wage rates or benefits will be the result of negotiations between the parties, and will not be dictated by the salary survey. The parties will be free to consider all pertinent factors in negotiating compensation and benefits.

Article IV – Promotion And Transfer Procedures

Art. IV, Sec. 2a: Add the following locations for posting employment announcements: Human Resources Office; North Auburn Field Office; and modify: “Maintenance Shop Area” to “Mechanic Shop Area”; “Gold Hill Yard (Lincoln)” to “Placer Maintenance Yard”; “Purchasing Department” to “Purchasing Office”; and “Hydroelectric Department” to “Hydroelectric Field Office.”

Art. IV, Sec. 4: Add to Art. IV, Sec. 4:
“including the candidate’s length of service with the District.”

Art. IV [Entire Article]: Replace entire Article with revised Article IV (attached).

Article V – Layoff And Displacement (Bumping Rights)

Art V, Sec. 2: Change “effected” to “affected.”

Art. V, Sec. 3: Delete second sentence, which reads: “For this article only, job titles with I, II, III and/or senior designations will be considered one (1) classification for purposes of seniority.”

Article VI - Vacation

Art. VI, Sec. 2c: Revise first sentence to read: “Employees should submit written requests for vacations to their Department Manager, or his/her designee, at least one week prior to the requested vacation and in compliance with the Department’s workload scheduling procedures.” Revise second sentence to read: “Whenever possible, vacations will be approved by the Department within five days of submitting.”

Article VII – Sick Leave

No changes.

Article VIII – Leave Of Absence And Other Leaves

Art. VIII, Sec. 5: Change “while” to “While.”

Art. VIII, Sec. 9: Add: “domestic partner.”

Article IX – Continuity

Art. IX, Sec. 1: Delete sentence: “Length of service will be considered in promotions and protection against demotions and layoffs.”

Article X – Hours And Overtime

Art. X, Sec. 1: Revise paragraph to read: “Standard Workweek Definition: Except for those employees working an alternative work schedule as described in this Article, the basic workweek for District

employees will be five consecutive eight-hour workdays. A workday shall run from 12:00 midnight to 12:00 midnight. As a general rule, the regular hours of work for Supervisory employees, as set by the Department, shall be from 7:30 a.m. to 4:00 p.m., with one-half (1/2) hour for lunch. The lunch period will begin at 11:30 a.m., but may be advanced or delayed one (1) hour when work must be performed during the regular lunch period. The Department Manager, at his/her discretion may set different work schedules for some or all of the employees in the Department, and may change work schedules as necessary for the proper operation of the Department. The Department Manager or his/her designee will inform the employees of their work schedules and any changes thereto."

Art. X, Sec. 2a: Revise to read: "Work hours for 9/80, 4/10s, and 3/12 hour schedules (as described below) will be between 6:30 a.m. and 5:30 p.m. with a half hour or hour lunch. Starting and ending times, as well as lunch periods, will be at the discretion of the Department Manager.

Art. X, Sec. 2b and 3: Add "Supervisory" before "employees."

Art. X, Sec. 5: Revise introductory sentence to read: "District may schedule employees to work for periods other than their regular or scheduled work hours in any of the following situations."

Art. X, Sec. 6: Revise introductory sentence to read: "Time worked outside of regular or scheduled work hours on a workday shall be compensated as follows."

Art. X, Sec. 6a: Substitute "their regular or scheduled work hours" for "between 7:30 a.m. and 5:00 p.m."

Art. X, Sec. 11 [Paragraph on CTO balance]: Revise paragraph to read:

"Accrual Limit: Accrual is the total number of overtime hours converted to CTO and placed in the CTO bank during the fiscal year. A maximum annual accrual limit of one hundred sixty (160) CTO hours will be allowed. The employee will be compensated with pay for any overtime worked after the accrual limit has been reached. The General Manager, or designee, may establish a more restrictive Balance limit when and if necessary."

Art. X, Sec. 12: Revise as follows:

"Rollover/Pay Option:

- a. Rollover: Prior to the last full payroll period of each fiscal year end, the employee will be given a one-time option to rollover, all or a portion of his/her CTO hours, in his/her CTO bank. The maximum amount of CTO hours that can be rolled over into the next fiscal year will be sixty (60). The employee shall be paid for any remaining CTO hours that are not rolled over.
- b. Pay Option: An employee may cash out all or a portion of his/her CTO hours, in his/her CTO bank, during the last full payroll period in June and the last full payroll period in December. In addition, at the sole discretion of the General Manager, the General Manager may, at any time during the fiscal year, authorize a CTO cash payout to an employee experiencing a severe financial hardship.

Art. X, Sec 14: Compensation in lieu of overtime for the following designated positions shall be in the form of sixty (60) hours of administrative leave per calendar year. On approval of the General Manager with consideration to the needs of the District, this leave may be taken as paid time away from work

and/or cashed out up to 20 hours per year at the last pay date of each calendar year. Unused time will be paid upon separation.

Art. X, Sec. 15: Add “Supervisory” before “employees.”

Art. X, Sec. 16: Add new paragraph on rest periods: “Rest Periods: A maximum of two rest breaks are usually permitted each work day. These breaks shall occur about midway through each four (4) hour period and each break shall not exceed fifteen (15) minutes. Under normal circumstances, an effort will be made to not interrupt employees during their rest breaks.”

Article XI - Holidays

Art. XI, Sec. 1: Reorder list of holidays so Labor Day is listed after Independence Day.

Art XI, Sec. 1: In second sentence, eliminate “of order.”

Article XII – Benefits

Art. XII, Sec. 4g (i) (HRA): Revise (i), (ii), and (iii) as follows:

- (i) The amount equal to the monthly contribution in the previous year for the purchase of the “employee only” Bay Area PERSChoice premium, except that in plan year 2018 only, the monthly contribution in the previous year for the purchase of the “employee only” Anthem Blue Cross Select HMO – Bay Area; plus,
- (ii) 75% of the increase between the previous year monthly premium to the current year monthly premium (at the “employee only Bay Area PERSChoice PPO rate, except that in plan year 2018 only, the employee only Anthem Blue Cross Select HMO – Bay Area rate shall be used); plus,
- (iii) \$850.00 to offset dependent premiums, out-of-pocket expenses, deductibles, etc. (except that in plan year 2018 only, the amount will be \$450.00 for employee only, \$1,000.00 for employee plus one dependent, and \$1,100.00 for employee plus family.

Art. XII, Sec. 4(iv) (Waiver of Coverage): Add: (iv) For benefits plan year 2018 only, eligible employees waiving District medical coverage will receive a monthly, post-tax contribution via payroll equivalent to fifty percent (50%) of the employee plus one dependent premium of the Anthem Blue Cross Select HMO – Bay Area plan.

Art. XII, Sec. 14 (Life Insurance): Add sentence: “The District agrees to offer an optional supplemental life plan for employees and dependents, at the employee’s expense. This plan will be available only if 25 percent (25%) of the District’s employees enroll in the plan.”

Art. XII, Sec. 17 (Dental Plan): Revise to delete reference to ACWA dental plan. Add: “The District will contribute 100% of premiums for dental insurance coverage for employees and their eligible dependents.”

Art. XII, Sec. 18 (Vision Plan): Revise to delete reference to ACWA Vision Service Plan. Add: “The District will contribute 100% of premiums for vision insurance coverage for employees and their eligible dependents.”

Art. XII, Sec. 22 (Disability Insurance): The District will continue to provide long term disability insurance coverage. The District will contribute 100% of premiums for such coverage for employees. The District also agrees to offer a short term disability plan for employees, at a cost to employees of half the premium. This plan will be available only if 25 percent (25%) of the District’s employees enroll in the plan.

Art. XII, Sec. 23 (Air Ambulance): The District agrees to provide air ambulance coverage. The District will pay 100% of the annual membership cost for employees and families.

Article XIII – Grievance Procedure

Art. XIII, Sec. 3b: Replace “supervisor” with “superintendent or manager.”

Article XIV – Employee Training

Art. XVI, Sec. 1 and 3: Replace “employees” with “Supervisory Employees.”

Art. XIV, Sec. 2: Replace existing language with the following sentence: “Where training is required by the District, expenses incurred by employees that have been approved in advance by the Department Manager or General Manager will be reimbursed.”

Article XV – Disciplinary Actions

Art. XV, Sec. 1, 2, 3, 5b, 5d (ii)a: Add language to clarify that the “Supervisory” employee” is the recipient of the discipline.

Art. XV, Sec. 4: Add “(i.e. an investigatory interview)” following the words “disciplinary action.”

Art. XV, Sec. 5b: Replace “REO” with “Union.”

Art. XV, Sec. 5d (ii)(cc): Replace “REO” with “Union.”

Article XVI – Miscellaneous

Art. XVI, Sec. 1: Substitute “Supervisory employees” for “employees.”

Art. XVI, Sec. 2: Replace first paragraph with new language: “Boot Allowance: The District will pay \$180 toward the purchase and/or repair of work boots for District Employees listed in the District’s Work Apparel Policy and/or at the discretion of the employee’s department manager. Payment will be made within two (2) weeks of the employee’s date of hire and annually thereafter.”

Art. XVI, Sec. 4: Delete following sentence: “The parties agree that during the 1st quarter of the 2015 calendar year, they will meet to discuss potential classification adjustments for exempt employees identified in Article X.”

Article XVII – Term

Art. XVII, (Term of MOU): Replace with following: “Term and Reopener: 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, 2020; provided however that either party may reopen this MOU for the limited purpose of negotiating with respect to any aspect of the Health Reimbursement Arrangement (“HRA”), the terms of which are set forth in Article XII. A party wishing to reopen the MOU for this purpose must serve written notice of reopening on the other party not later than sixty (60) days prior to June 30, 2018.”

Exhibit A – Wage Schedule And Supervisory Unit Job Classifications

CLASSIFICATIONS

Water Treatment Supervisor
Assistant Water Superintendent
Water Superintendent
Customer Service Administrator
Electrical Systems Superintendent
Equipment Mechanic Supervisor
Hydroelectrical Maintenance Supervisor
Hydro Generation Superintendent
Land Surveyor
Maintenance Supervisor
Assistant Maintenance Superintendent-Vegetation Control
Maintenance Superintendent
Purchasing Supervisor
Senior Engineer (Registered)
Water Distribution Supervisor
Treated Water Superintendent
Water Resources Superintendent

ATTACHMENT "C"

OFFICE UNIT

LAST BEST AND FINAL OFFER

FROM THE NEVADA IRRIGATION DISTRICT TO LOCAL 146,

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO

FOR A THREE YEAR MEMORANDUM OF UNDERSTANDING

EXPIRING ON JUNE 30, 2020

This last, best and final offer settles all negotiations for a new three year Memorandum of Understanding effective on the date of ratification by the Board of Directors of the Nevada Irrigation District up to and including June 30, 2020, except for the specific reopener included herein. Set forth below are the changes to the July 1, 2014 to June 30, 2017 Memorandum of Understanding for the Field unit, which has been used in the negotiations as a template for the Office MOU.

Article I – Recognized Employee Organizations

Art. I, Sec. 1: Revise AFSCME recognition language to read: “Recognition: The District recognizes American Federation of State, County and Municipal Employees, Local 146, AFL-CIO (hereafter referred to as Union) as the exclusive representative of employees in the Office unit.”

Art. I, Sec. 2: Substitute “The Union” for “Representatives of the American Federation of State, County and Municipal Employees, Local 146, AFL-CIO (hereafter referred to as Union).”

Art. I, Sec. 7: Substitute “Office” for “field and supervisory.”

Art. I, Sec. 7: Delete “The District will provide the new employees with Union supplied orientation packets.” Replace with: “The Union’s Business Representative or designee shall be given the opportunity to make a membership presentation to a new employee within ten (10) days of employee’s start date.”

Article II – Employee Status

Art. II, Sec. 2: Delete sentence stating: “Employees must complete their probationary period before applying for another position.” Replace with:

“An employee who has not completed his or her initial six-month probationary period shall not be permitted to apply for an open position unless there are no other internal candidates for the position, or none of the other internal candidates for the position have been selected, and the vacancy has been opened up to external candidates. In the event a probationary employee is selected to fill the position, the probationary employee will be required to complete a full probationary period in the new position (which will not be reduced by time spent as a probationary employee in the former position).

A non-probationary employee who already has completed his or her initial six-month probationary period, and successfully bids on an open position, will be required to complete a new 90-day probationary period in the new position. If such employee has more than five

years of service with the District, the employee will be entitled to return to his or her former position during the 90-day probationary period, as provided in Article IV, section 3.”

Art. II, Sec. 4: Substitute “Temporary Worker” for “Temporary Employee.”

Art. II, Sec. 4 (last paragraph): Revise to read: “Temporary Workers working in a regularly scheduled classification governed by this MOU can be in place for 12 consecutive months.”

Article III – Salary And Other Compensation

Art. III, Sec. 1: Replace “job classifications” with “Office job classifications.”

Art. III, Sec. 2: Replace “classifications” with “Office classifications.”

Art. III, Sec. 4a: Delete sentence: “This provision does not apply to supervisory personnel listed under Article X, Section 13.”

Art. III, Sec. 9 (Market Adjustment): Revise paragraph as follows: “Market Adjustment: Effective the first full pay period in January 2018, all current employee wage rates as set forth in Exhibit A will be increased by two percent (2.0%).”

Art. III, Sec. 10 (Designated Consumer Price Index): Revise first paragraph to read: “The parties agree that the Consumer Price Index (CPI), San Francisco-Oakland-San Jose category, published by the California Department of Industrial Relations, shall be the basis for all salary increases that are tied to Consumer Price Indexes.”

Art. III, Sec. 11 (Cost of Living Adjustment): Delete paragraph 11a. Revise paragraph 11b to read as follows: “Effective in the first full pay period in January 2018, 2019, and 2020, employees shall receive a cost of living adjustment (COLA) in accordance with Section 10 above, and such COLA will be not less than a one and one-half percent (1.5%) increase and not more than a three and one-half percent (3.5%) increase. Exhibit A will be updated on or about January of each year to include the new COLA.”

Art. III, Sec. 12 (Compensation Survey): Not later than sixty (60) calendar days after this MOU is ratified by the District’s Board of Directors and executed by the parties, the District will initiate efforts to retain a suitable consultant to perform a compensation survey designed to compare the wage rates and benefits (i.e. total compensation) paid by the District to its employees represented by the Union with wage rates and benefits paid by reasonably comparable irrigation districts or similar agencies - that operate under similar circumstances as the District - for the same or comparable work. The District will consider input from the Union as to proposed comparable agencies and why the Union believes they are comparable. The decision as to which agencies will be deemed comparable will be made by the District with input from the consultant. The District will require that the survey be completed by the end of the fourth quarter of 2019 . The results of the survey will be communicated to the Union. It is understood and agreed that the survey results will be considered by the parties in negotiations for a new MOU, but any changes to wage rates or benefits will be the result of negotiations between the parties, and will not be dictated by the salary survey. The parties will be free to consider all pertinent factors in negotiating compensation and benefits.

Article IV – Promotion And Transfer Procedures

Art. IV, Sec. 2a: Add the following locations for posting employment announcements: Human Resources Office; North Auburn Field Office; and modify “Maintenance Shop Area” to “Mechanic Shop Area”; “Gold Hill Yard (Lincoln)” to “Placer Maintenance Yard”; “Purchasing Department” to “Purchasing Office”; and “Hydroelectric Department” to “Hydroelectric Field Office.”

Art. IV, Sec. 4: Add to Art. IV, Sec. 4:
“including the candidate’s length of service with the District.”

Art. IV [Entire Article]: Replace entire Article with revised Article IV (attached).

Article V – Layoff And Displacement (Bumping Rights)

Art V, Sec. 2: Change “effected” to “affected.”

Article VI - Vacation

Art. VI, Sec. 2c: Revise first sentence to read: “Employees should submit written requests for vacations to their Department Manager, or his/her designee, at least one week prior to the requested vacation and in compliance with the Department’s workload scheduling procedures.” Revise second sentence to read: “Whenever possible, vacations will be approved by the Department within five days of submitting.”

Article VII – Sick Leave

No changes.

Article VIII – Leave Of Absence And Other Leaves

Art. VIII, Sec. 5: Change “while” to “While.”

Art. VIII, Sec. 9: Add: “domestic partner.”

Article IX – Continuity

Art. IX, Sec. 1: Delete sentence: “Length of service will be considered in promotions and protection against demotions and layoffs.”

Article X – Hours And Overtime

Art. X, Sec. 1: Revise paragraph to read: “Standard Workweek Definition: Except for those employees working an alternative work schedule as described in this Article, the basic workweek for District employees will be five consecutive eight-hour workdays. A workday shall run from 12:00 midnight to 12:00 midnight. The regular hours of work for all Office employees will be from 8:00 a.m. to 5:00 p.m., with one (1) hour for lunch; however, at the discretion of the Department Manager, the hours of work and length of time of the lunch hour may be adjusted to fall somewhere between 7:00 a.m. to 5:00 p.m. with a half hour (1/2) or one (1) hour for lunch to be scheduled by their supervisor. The Department Manager, at his/her discretion may set different work schedules for some or all of the employees in the Department, and may change work schedules as necessary for the proper operation of the Department.

The Department Manager or his/her designee will inform the employees of their work schedules and any changes thereto.”

Art. X, Sec. 1a: Revise to read: “Work hours for 9/80, 4/10s, and 3/12 hour schedules (as described below) will be between 6:30 a.m. and 5:30 p.m. with a half hour or hour lunch. Starting and ending times, as well as lunch periods, will be at the discretion of the Department Manager.

Art. X, Sec. 5: Revise introductory sentence to read: “District may schedule employees to work for periods other than their regular or scheduled work hours in any of the following situations.”

Art. X, Sec. 6: Revise introductory sentence to read: “Time worked outside of regular or scheduled work hours on a workday shall be compensated as follows.”

Art. X, Sec. 6a: Substitute “their regular or scheduled work hours” for “between 7:30 a.m. and 5:00 p.m.”

Art. X, Sec. 11 [Paragraph on CTO balance]: Revise paragraph to read:

“Accrual Limit: Accrual is the total number of overtime hours converted to CTO and placed in the CTO bank during the fiscal year. A maximum annual accrual limit of one hundred sixty (160) CTO hours will be allowed. The employee will be compensated with pay for any overtime worked after the accrual limit has been reached. The General Manager, or designee, may establish a more restrictive Balance limit when and if necessary.”

Art. X, Sec. 12: Revise as follows:

“Rollover/Pay Option:

- a. Rollover: Prior to the last full payroll period of each fiscal year end, the employee will be given a one-time option to rollover, all or a portion of his/her CTO hours, in his/her CTO bank. The maximum amount of CTO hours that can be rolled over into the next fiscal year will be sixty (60). The employee shall be paid for any remaining CTO hours that are not rolled over.
- b. Pay Option: An employee may cash out all or a portion of his/her CTO hours, in his/her CTO bank, during the last full payroll period in June and the last full payroll period in December. In addition, at the sole discretion of the General Manager, the General Manager may, at any time during the fiscal year, authorize a CTO cash payout to an employee experiencing a severe financial hardship.

Art. X, Sec. 13 and Sec. 14: Delete these sections from the Office MOU.

Art. X, Sec. 14: Add new paragraph on rest periods: “Rest Periods: A maximum of two rest breaks are usually permitted each work day. These breaks shall occur about midway through each four (4) hour period and each break shall not exceed fifteen (15) minutes. Under normal circumstances, an effort will be made to not interrupt employees during their rest breaks.”

Article XI - Holidays

Art. XI, Sec. 1: Reorder list of holidays so Labor Day is listed after Independence Day.

Art XI, Sec. 1: In second sentence, eliminate “of order.”

Article XII – Benefits

Art. XII, Sec. 4g (i) (HRA): Revise (i), (ii), and (iii) as follows:

- (i) The amount equal to the monthly contribution in the previous year for the purchase of the “employee only” Bay Area PERSChoice premium, except that in plan year 2018 only, the monthly contribution in the previous year for the purchase of the “employee only” Anthem Blue Cross Select HMO – Bay Area; plus,
- (ii) 75% of the increase between the previous year monthly premium to the current year monthly premium (at the “employee only Bay Area PERSChoice PPO rate, except that in plan year 2018 only, the employee only Anthem Blue Cross Select HMO – Bay Area rate shall be used); plus, \$850.00 to offset dependent premiums, out-of-pocket expenses, deductibles, etc. (except that in plan year 2018 only, the amount will be \$450.00 for employee only, \$1,000.00 for employee plus one dependent, and \$1,100.00 for employee plus family.

Art. XII, Sec. 4(iv)(Waiver of Coverage): Add: (iv) For benefits plan year 2018 only, eligible employees waiving District medical coverage will receive a monthly, post-tax contribution via payroll equivalent to fifty percent (50%) of the employee plus one dependent premium of the Anthem Blue Cross Select HMO – Bay Area plan.

Art. XII, Sec. 14 (Life Insurance): Add sentence: “The District agrees to offer an optional supplemental life plan for employees and dependents, at the employee’s expense. This plan will be available only if 25 percent (25%) of the District’s employees enroll in the plan.”

Art. XII, Sec. 17 (Dental Plan): Revise to delete reference to ACWA dental plan. Add: “The District will contribute 100% of premiums for dental insurance coverage for employees and their eligible dependents.”

Art. XII, Sec. 18 (Vision Plan): Revise to delete reference to ACWA Vision Service Plan. Add: “The District will contribute 100% of premiums for vision insurance coverage for employees and their eligible dependents.”

Art. XII, Sec. 22 (Disability Insurance): The District will continue to provide long term disability insurance coverage. The District will contribute 100% of premiums for such coverage for employees. The District also agrees to offer a short term disability plan for employees, at a cost to employees of half the premium. This plan will be available only if 25 percent (25%) of the District’s employees enroll in the plan.

Art. XII, Sec. 23 (Air Ambulance): The District agrees to provide air ambulance coverage. The District will pay 100% of the annual membership cost for employees and families.

Article XIII – Grievance Procedure

No changes.

Article XIV – Employee Training

Art. XIV, Sec. 2: Replace existing language with the following sentence: “Where training is required by the District, expenses incurred by employees that have been approved in advance by the Department Manager or General Manager will be reimbursed.”

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Art. XV, Sec. 4: Add “(i.e. an investigatory interview)” following the words “disciplinary action.”

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Art. XV, Sec. 5d (ii)(cc): Replace “REO” with “Union.”

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Exhibit A – Wage Schedule And Office Unit Job Classifications

CLASSIFICATIONS

- Business Services Technician I
- Business Services Technician II
- Buyer
- Cashier
- Engineering Technician I [Drafting]
- Engineering Technician II [Drafting]
- Engineering Technician I [Encroachment & Survey]
- Engineering Technician II [Encroachment & Survey]

Senior Engineering Technician [Encroachment & Survey]

Finance Assistant I

Finance Assistant II

Office Assistant I

Office Assistant II

Management Assistant

Operations Technician I

Operations Technician II

Senior Operations Technician

Recreation Assistant I

Recreation Assistant II

Right of Way Agent II

Water Efficiency Technician I

Water Efficiency Technician II

