

MEMORANDUM OF UNDERSTANDING

between

Nevada Irrigation District

and

all Supervisor Unit employees represented by
American Federation of State, County and Municipal Employees, Local 146, AFL-CIO

July 1, 2021 – December 31, 2023



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PREAMBLE

1. The NEVADA IRRIGATION DISTRICT is a public agency formed and existing under the laws of the State of California.
2. California Government Code Sections 3500 through 3510 apply to and govern the employee-employer relations in the Nevada Irrigation District, and this Memorandum of Understanding (MOU) is entered into pursuant to the provisions thereof.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees, have freely exchanged information, opinions and proposals, and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This MOU is a product of the meet and confer process between the designated representatives of Nevada Irrigation District (District) and the designated representatives of the American Federation of State, County and Municipal Employees, Local 146 (AFSCME).

Terms and conditions of employment for those employees are established in this MOU.

ARTICLE I
RECOGNIZED EMPLOYEE ORGANIZATION

1. 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 Supervisor Unit.
2. Access: The Union will be permitted access to District property to confer at reasonable times with District employees on matters of employer-employee relations, but such representatives shall not interfere with the work in progress, and shall request and receive authorization of the District's General Manager or their representative, before entering the premises. At times when authorization card and/or election procedures are in progress, the District may prohibit all access to District property relating to the authorization card or election procedures. However, access for purposes of discussing these procedures with management and for the purposes of processing grievances shall be permitted during this period.
3. Stewards: The District recognizes the right of the Union to appoint shop stewards. The Union shall notify the District in writing as to such shop stewards' identities and of subsequent appointments, if any. Employees appointed as shop stewards shall be required to and shall work full time in their respective classifications and shall not interrupt the work of other employees. A steward may, with the permission of their supervisor, leave their workstation during working hours for reasonable periods to investigate pending grievances and to present said grievances to representatives of the District. No steward shall leave their job site without first obtaining the permission of their supervisor, which permission may be withheld by the supervisor if, at the sole discretion of the supervisor, their presence is necessary for the safe conduct and efficiency of the operations; permission by the supervisor will not be unreasonably withheld.
4. Bulletin Boards: The District shall provide and permit the Union to use bulletin boards at the District Office, the Placer and Grass Valley Yards, the Placer Office and the Hydroelectric Department Office and the Scotts Flat Recreation Division Office for the purpose of posting notices pertaining to Union business. However, at times when authorization card and/or election procedures are in process, District may prohibit all use of bulletin boards by employee organizations.
5. Dues Deduction: The District shall, upon receipt of written and voluntary authorization, and until rescission of such authorization, deduct from their wages, the regular membership dues of employees who are members of the Union and who authorize such deduction in writing in accordance with the provisions of Section 1157.3 of the Government Code of the State of California. In the event statutory requirements for an agency shop arrangement are satisfied, the parties agree to reopen this article to address deduction of dues.

The Union shall specify, in writing, the address and payee to whom such dues are to be

remitted. Deduction for dues shall be made from the first payroll period of each month, and shall be accompanied with a list of the employees covered and for whom deductions are being made.

The form of dues deduction authorization shall be approved by both the District and the Union.

6. Advance Notice: Except in cases of emergency, reasonable advance written notice shall be given to the Union if it is affected by the ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the District Board of Directors, by any board or commission of the District or by any department, and the Union shall be given the opportunity to meet with such body prior to adoption. In cases of emergency when the District determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with the Union, the District shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution or regulation. (Section 3504.5 of the Government Code of the State of California.)

7. Orientation: The District will provide the Union with a list of all new hires in the bargaining unit and their classifications five (5) days in advance of the new employees' start date. 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
DEFINITIONS

1. "Class" or "Classification". A position or group of positions that are sufficiently similar in duties, authority, responsibility, and qualifications to warrant combining them under the same job title.
2. "Position": A group of duties and responsibilities assigned and delegated by competent authority and requiring the employment of one person on either a full-time or part-time basis. A position may be occupied or vacant.
3. A "Probationary Employee" is an employee who has not completed their probationary period and fills a regularly established classification.
4. "Promotion" is defined as the movement of an employee from one regularly established classification to another regularly established classification that has a higher maximum base rate of pay.
5. A "Regular Employee" is an employee who has completed their probationary period and fills a regularly established classification.
6. A "Regular Part-time Employee" is an employee who is hired by the District to fill a regularly established classification that warrants year-round employment at no more than thirty (30) hours per week and no less than twenty (20) hours per week.
7. A "Temporary Worker" is defined as an employee who is hired on a temporary basis to perform seasonal work and/or work on special projects. A temporary employee may work in a regularly established classification for certain reasons, such as:
 - a. Extended leaves of absence of regular employees
 - b. Vacancies due to promotions, transfers, recruitment, or re-organization of a department
 - c. Short-term Work Load Requirements: Temporary Workers working in a regularly established classification governed by this MOU can be in place for up to twelve (12) consecutive months. The District may extend the term of a Temporary Worker for an additional six (6) months. If the District anticipates that a Temporary Worker's term may be extended beyond 12 months, the District will provide the Union with a brief written explanation for the extension.
8. "Transfer" means either: (a) the movement of an employee from one position in a regularly established classification to another position in the same classification; or (b) the movement of an employee from a position in a regularly established classification to a position in another regularly established classification that is comparable or the same in salary range and qualifications.

ARTICLE III
PROBATIONARY PERIOD

1. Any person appointed to a regularly established classification shall complete a probationary period of no less than six-months of actual active duty service in the regularly established classification. Any initial probationary period in a position may be extended by the Department Manager for a period of up to six months. Notice of any extension of the probationary period will be provided in writing to the employee prior to the end of the normal probationary period. If no extension is proposed before the end of the initial probationary period, the employee will be considered to have passed probation.
2. The probationary period of an employee who is absent from work, temporarily reassigned to work in another classification, or temporarily assigned to perform modified or light duty work may be extended by the same amount of time as the absence, reassignment, or modified/light duty assignment, so as to result in a probationary period of active working duty in the regular position for the required minimum of six-months of active duty service in the position.
3. An employee who has not completed their initial six-month probationary period will be permitted to apply for an open position for which they meet minimum qualifications. 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 (e.g., the probationary period will not be reduced by time spent as a probationary employee in the former position).
4. Employees who transfer to another position in the same classification shall not be required to undergo a new probationary period in the position into which the employee is transferring, providing the employee has completed the probationary period for the classification at the time of transfer. Employees who transfer to a position in another classification or who promote to another classification will be required to complete the probationary period for the new classification.
5. During the probationary period, an employee may be rejected at any time by the Department Manager, with or without cause, and with or without prior notice to the employee. Notification of rejection on probation by shall be served on the probationary employee. An employee who has been rejected during the probationary period has no right to appeal or grieve the decision to reject.
6. Any employee who has previously completed the requisite probationary period for their initial position, who has completed five years of service with the District and who is rejected during a subsequent probationary period associated with a promotional appointment or a transfer appointment shall be reinstated to the position from which the employee was promoted or transferred unless charges are filed and the employee is

discharged in a manner provided under the Disciplinary Process provided in this Agreement.

7. During the probationary period, new hires will be eligible for most District benefits herein, including observed holidays as specified in Article XII and vacation, as specified in Article VII. New employees are eligible for vacation after six (6) months of employment. A probationary employee will receive no less than the minimum rate of pay for the job.

ARTICLE IV
SALARY AND OTHER COMPENSATION

1. Classifications and Wage Rates: A current list of Field job classifications and applicable wage rates for the Nevada Irrigation District are set forth in the District Wage Schedule.
2. Establishment and Revision of Classification: The District may from time to time during the year establish new and/or revise existing Field classifications and/or wage rates due to changes in operations or requirements as determined by the District in accordance with the Meet and Confer Process as provided in the Government Code of the State of California.
3. Work Out of Classification:

- a. When an employee is temporarily required to work in a supervisory role for a minimum of forty (40) consecutive hours, the employee will be paid at not less than the minimum rate established for the higher classification, or at one (1) step above their current rate of pay, whichever is greater, for each day so worked. Generally, employees required to assume supervisory responsibilities will be assigned such responsibilities for at least forty (40) consecutive hours, however the Department Manager may authorize less hours depending on the specific situation.

When an employee is temporarily required to work in a classification that is not a supervisory role but is higher than their regular classification and performs such work for four (4) hours or more in any one day, the employee will be paid as set forth in section 4 herein.

A driver who performs Class A driving work in a higher classification for four (4) hours or more on any one day will receive a 5% increase to his or her hourly wage.

- b. An employee will not work out of class longer than six (6) months in one position without approval from the General Manager. The District will determine within the six (6) month period whether or not the position will be filled on a regular basis. This will not apply to an employee working out of class in a position that is covering an employee who is out on an authorized leave of absence. If out of class pay is extended beyond the six (6) consecutive months a brief written explanation for the extension will be provided by the District to the Union.
4. Rate of Pay: In the event an employee is working out of class, in accordance with this Article and Section, the employee will receive a 5% increase to their hourly wage or be paid at the starting rate of the higher classification, whichever is greater.
 - a. For the duration that an employee works in an out of class position, the employee will receive the out of class rate of pay for holidays, vacation, sick leave, CTO, and

administrative leave taken by the employee during the period of such out of class work.

- b. When an employee is required to work in a higher classification, the employee must possess the minimum qualifications of the higher classification.
5. Temporary Work in a Lower Classification: When an employee is temporarily required to work in a classification lower than their regular classification, their rate of pay shall not be reduced.
6. Emergency Call-Out: A call-out shall occur when supervisory personnel specifically require an employee to perform emergency work outside the regular scheduled hours. All employees shall be paid two (2) times the regular rate of pay for all time worked during a call-out for a minimum of two (2) hours up to a maximum of three (3) hours. All additional time worked over the three (3) hours emergency call-out shall be at the regular overtime rate of pay of the employee.

Anytime an employee on standby is monitoring the work of others they shall receive emergency call-out pay.

7. Standby: Standby time shall be time an employee is designated by the Department Manager or Supervisor to be available after normal work hours, during weekends or holidays. Standby pay shall be paid at \$86.00 per normal workday and \$129.00 per day on weekends and holidays. The weekend is considered to begin following the last hour of an employee's regularly scheduled workweek. If a cost of living adjustment is made to salaries, standby pay rates will be adjusted accordingly.

Standby duty requires the employee so assigned to:

- Be ready to respond immediately to call for service;
- Be reachable by telephone;
- Remain within a reasonable distance of the work location; and
- Refrain from activities that might impair their ability to perform assigned duties.

Anytime an employee on standby is called to perform work duties or to monitor the work of others they shall receive call-out pay in the amount specified above (in Emergency Call-Out).

8. Market Adjustment: The District commissioned a salary survey, which was completed by Ralph Anderson & Associates in May of 2021 ("Survey"). Effective the first full pay period in January 2022, the District agrees to provide a market adjustment to those classifications identified as having a top step salary that is more than 5 percent below the median salary listed in the Survey. The amount of any market adjustment to be provided will be equal to the difference between the current salary for the position and a value that is 5 percent

below the median. Eligibility for and the amount of any market adjustment will be determined after application of the cost of living adjustment provided by Section 9 below.

9. Cost of Living Adjustment:

- a. Effective on the first day of the first full pay period after July 1, 2021, the District will apply a two percent (2%) cost of living adjustment to the salary ranges for all classifications in the unit.
- b. Effective the first full pay period in January 2022, the District will apply a two percent (2.0%) cost of living adjustment to the salary ranges for all classifications in the unit.
- c. Effective the first full pay period in January 2023, the District will apply a two percent (2%) cost of living adjustment to the salary ranges for all classifications in the unit.

10. Compensation Survey: The District will retain a third party 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 final 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 no later than six (6) months prior to the expiration of this MOU. 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 V
PROMOTIONS AND TRANSFER PROCEDURES

This article covers promotion and transfer procedures for current employees of the District.

1. Position Vacancies – Promotional and Transfer Opportunities

The District may from time to time have position vacancies. The District endeavors to find the most qualified candidate for a vacancy. The District will accept applications for position vacancies from active, regular District employees, provided they meet the minimum qualifications of the job classification and follow the procedure for application as outlined on the job vacancy posting.

The District shall determine the scope and area of recruitment for a vacancy that will yield the most qualified candidate pool.

When there is a temporary vacancy due to an internal organizational change, the District may assign an employee to fill the position on an interim basis. Filling a temporary vacancy on an interim basis is not subject to this article's procedures until the hiring Department manager approves a job vacancy posting for the position in question.

The procedures in this article for filling position vacancies do not prevent a hiring Department Manager from assigning an employee in the Department to a higher position in a flexibly staffed job classification for which the employee is qualified when the Department's budget so permits (such as an assignment from Utility Worker I to Utility Worker II). In the case of a reassignment within a flexibly staffed classification in the department, the hiring Department manager has sole discretion to reassign an employee into a higher classification notwithstanding the job posting and interviewing provisions of this article.

2. Posting of Vacancies and Internal Applications

a. The District will post vacancies in the job classifications as outlined in Attachment A in the following District locations directly by the Human Resources department:

- Main Office (downstairs hallway)
- Main Office reception display
- Human Resources Office
- Water Operations bulletin board
- Maintenance Shop Area
- Mechanic Shop Area
- Placer Maintenance Yard
- Purchasing Office

- Warehouse area
 - Hydroelectric Field Office
 - North Auburn Field Office
 - Recreation Field Office (Scotts Flat)
- b. Vacancies that are considered a promotional or transfer opportunity will be posted internally only for 7 continuous calendar days.
 - c. Vacancies that are considered entry level may be posted internally concurrently with external postings. An entry level vacancy is the first level of an established job classification series with no experience required.
 - d. Internal applications are available on the District's website or in the Human Resources office.
 - e. A job posting will include an application deadline, and all applications must be submitted in the manner outlined in the job vacancy posting. It is at the sole discretion of the hiring Department manager together with the Human Resources Manager to accept minimally qualified applications after any vacancy's posted application deadline.
 - f. Internal applicants who want to withdraw their applications for a posted vacancy may request that their original application be pulled from Human Resources and must provide a brief explanation in writing.
 - g. All applications for posted vacancies are retained by the District, but an applicant may request a copy of an application that they submitted.

3. Candidate Interview Process

- a. The hiring Department Manager and the Human Resources Manager will review all minimally qualified applicants for vacancies and determine which ones will be invited for an interview panel.
- b. Internal applicants selected for interview will be notified in writing of the date and time of the interview and if a written test is included.
- c. The Human Resources department, along with the hiring Department manager will determine the composition of interview panels to allow for the most fair and objective assessment of candidates. Normally, a panel will consist of four District employees that includes two members from the hiring department, one from another department, and one from the Human Resources department. Panelists from outside agencies may be substituted for District employees if necessary and if approved by the hiring Department Manager and the Human Resources Manager.

- d. Interview questions and any written test questions established for the interview panel shall be relevant to the specific job classification's qualifications, experience and education guidelines and any applicable District policies, practices or procedures.
- e. Internal applicants may inquire with the hiring Department Manager and their staff to schedule a "ride along" or other activity which may familiarize them with a department and/or vacancy. They may also inquire with the Human Resources department for general information and guidance on successful interviewing. In such situations, no District employee shall divulge the exact interview panelist questions or test information for an upcoming interview panel or past interview panel.

4. Candidate Selection Process

- a. The interview panelists will recommend their most qualified candidate(s) to the hiring Department Manager. The hiring Department Manager will make the final determination of which candidate will be offered the position after confirming with the Human Resources Manager. The Department Manager will take into consideration all of the information gathered during the interview panel, written test results if any, and the entirety of the application of each individual including the candidate's length of service with the District; however, no one factor will be relied upon exclusively. The decision to select an internal applicant for promotion or transfer is the District's prerogative, and is not grievable.
- b. Once an applicant has been selected, the hiring Department Manager will inform any internal applicants not selected. The Human Resources Department will notify all other applicants.
- c. If an internal applicant who is not selected disputes the hiring Department Manager's decision, the applicant may submit the dispute in writing to the Human Resources Manager within 15 days of the hiring Department Manager's decision. The Human Resources Manager will then conduct interviews with the panelists and consider the entire selection process, and will provide the results to the General Manager who may take whatever appropriate action may be warranted.

ARTICLE VI
LAYOFF AND DISPLACEMENT (BUMPING) RIGHTS

1. Policy: At any time, if the District determines that one or more positions in a classification are to be eliminated due to lack of work, lack of funds, reorganization, or other reasons of economy, efficiency or lack of need, an employee filling such a position may be laid off or may voluntarily demote, if applicable.
2. Notice: The District will provide the Union with a copy of any recommendation for layoff upon posting the agenda for the Administrative Practices Committee. Employees affected by a layoff will be given at least two (2) weeks' prior notice.
3. Seniority Defined: For purposes of layoff, seniority shall be defined as an employee's tenure in a classification. When an employee retreats to a lower classification, seniority for that lower classification shall include tenure in all higher classes. Seniority includes time accrued in regular full-time and regular part-time service. For purposes of calculating seniority, length of service for regular part-time employment is calculated on a pro-rata basis. Employment in a temporary appointment position does not count in calculating seniority.

In cases where there are two (2) or more employees with the same employment status and the same seniority date in the classification, such employees will be laid off based on total length of continuous District service. If the employees also have the same total length of continuous District service, such employees will be laid off on the basis of the last evaluation rating in the class, providing such rating has been on the file for at least ninety (90) days, with the employee with the lowest rating being laid off first.

4. Order of Layoff: In each class, employees shall be laid off in the inverse order of their seniority and according to employment status in the following order:
 - a. Temporary Workers
 - b. Employees on Probationary status
 - c. Part-time Regular Employees who have completed probation
 - d. Full-time Regular Employees who have completed probation
5. Layoff or Displacement Options: An employee notified of layoff or displacement shall have the following options:
 - a. Displace (bump) another employee, if applicable. If a regular full-time employee has held status in a lower classification, the employee may retreat to that lower classification if the employee meets the current minimum job qualifications and has more seniority than at least one of the incumbents in the lower class. If an employee has not held status in a lower class, then no bumping rights accrue to the employee.

An employee exercising bumping rights must provide written notice of such to the Human Resources Manager within seven (7) days of receipt of notice of layoff. An employee bumping to a lower class will be placed on the salary step representing the least loss of pay. An employee who does not timely exercise bumping rights will forfeit the ability to bump to a lower class and will be laid off.

- b. Accept a transfer, if applicable. If an employee has not held status in a lower classification, or if such lower classification is occupied by a more senior employee, the employee may be eligible for transfer to a vacant position if the employee is qualified and capable of performing the duties of the vacant position, as determined by the General Manager or designee.

An employee accepting an offered transfer must provide written notice of such to the Human Resources Manager within seven (7) days of receipt of notice of layoff. An employee who does not timely provide notice of acceptance of a transfer opportunity will forfeit the ability to transfer and will be laid off. An employee transferred in lieu of layoff will be paid at the rate of pay for the new position at a step to be determined by the General Manager and shall serve a 90-day probationary period. The employee will be given an interim evaluation at 90 days to discuss and determine the status of the employee's performance. An employee that is unsuccessful in an open position and released will not lose their placement on the reinstatement list for the classification from which they were laid off.

- c. Be Laid Off. If an employee is unable to displace (bump) another employee or was not transferred to an available open position, the employee will be laid off.

6. Reinstatement List:

- a. The names of all employees in regular positions who are laid off or who are demoted in lieu of layoff (either through a transfer or through bumping) shall be placed on a reinstatement list. Such reinstatement list shall remain in effective for two (2) years, unless exhausted sooner.
- b. If a position is reestablished, then employees on the reinstatement list will be offered the position in the order of their seniority date. Failure to promptly respond to and accept a reinstatement offer within seven (7) days of the date of the offer shall result in removal of the employee from the reinstatement list. It shall be the employee's responsibility to notify the District of any change to the employee's contact information.
- c. Reinstatement will result in removal from the reinstatement list, except when reinstatement is in a lower class.

**ARTICLE VII
VACATION**

1. Accrual:

Regular employee upon the start of employment and as they perform work. A regular full-time employee will accrue vacation with pay based on the employee's continuous years of service and in accordance with the following schedule:

| Years of Service | Accrued Hours per Pay Period | Max Accrued Days | Max Accrued Hours |
|---------------------------|-------------------------------------|-------------------------|--------------------------|
| Date of hire - up 4 years | 3.079 | 20 | 160 |
| Greater than 4 years | 3.692 | 24 | 192 |
| Greater than 9 years | 4.615 | 30 | 240 |
| Greater than 14 years | 6.166 | 40 | 320 |
| Greater than 19 years | 7.691 | 50 | 400 |
| Greater than 24 years | 8.012 | 52 | 416 |

A part-time regular employee will accrue vacation on a pro-rata basis according to their full-time equivalency.

Eligible employees will accrue vacation as they work up according to the rates provided above, except that the maximum number of hours in an employee's vacation bank shall not exceed the maximum hours listed above. Unused vacation hours carryover from year to year but are subject to the applicable maximum hours cap listed above. Employees who reach their maximum vacation accrual shall not accrue additional days until vacation is used. Employees in an unpaid status do not accrue vacation.

In the event work requirements prohibit employees from using vacation, the General Manager may authorize the employee to retain those days. This review is on a case by case basis and will only be authorized by the General Manager. The General Manager's decision is not subject to the Grievance Procedure.

2. Usage and Scheduling:

- a. An employee is eligible to begin using vacation time after completing their initial probationary period. Although an employee may accrue vacation before completing the initial probationary period, the employee is not eligible to use accrued hours prior to completing the initial probationary period.

- b. If an employee has exhausted sick leave and has a medical need to be absent from work, the District may require that the employee use vacation hours to remain in paid status.
- c. If an employee falls ill while on a pre-approved period of vacation leave, the employee may request to use sick leave hours in lieu of vacation time during the period of the employee's illness. Any such request must be submitted at the time that the employee falls ill and will be denied if submitted after the employee returns from vacation. Requests must be made to the employee's supervisor using the call out procedures that would have applied if the employee had been scheduled to be at work and needed to be absent due to illness. An employee may be required to provide documentation in support of a request to use sick leave under this provision.
- d. If a holiday falls on a workday within an employee's vacation period, such employee will not be charged with a day of vacation for the holiday and will receive holiday pay instead.
- e. Employees should submit written requests for vacations to their Department Manager, or their designee, at least two weeks prior to the requested vacation and in compliance with the Department's workload scheduling procedures. Whenever possible, vacations will be approved by the Department within five business days of submitting. If the vacation request is denied due to District needs, the Department will work with the employee to find alternative dates that are acceptable to both parties. Vacations may be scheduled at any time from the first of the year to the end of the year with the approval of the Department. However, employees occupying positions that require their presence on the job during certain parts of the year will not be permitted to take their vacations during those periods.
- f. Vacation may be used in minimum increments of at least 1 hour. Vacation is paid at an employee's base hourly rate.

3. Vacation Upon Separation

- a. An employee may not use vacation to delay their separation date.
- b. A regular employee who has not completed their initial probationary period and whose employment with the District is terminated for any reason is not eligible to receive payment for any accrued vacation hours.
- c. A regular employee who has completed the initial probationary period and whose employment with the District is terminated for any reason will receive payment for any previously accrued and unused vacation pay as part of their final paycheck.

ARTICLE VIII
SICK LEAVE

1. Accrual: After completion of one (1) month of continuous service with the District, a regular employee shall be allowed one (1) workday of sick leave and shall accrue sick leave using the following formula.

(Hours worked per pay period divided by 80 hours per pay period) x (3.69 hours of sick leave) = number of accrued hours per pay period.

2. Definition: Sick leave is defined as absence from duty due to illness, non-industrial injury, industrial injury or quarantine due to exposure to a contagious disease.
3. Attendance on Immediate Family: The District agrees to provide employees with a better benefit than that which is required by law and will allow each employee to utilize their sick leave balance up to a maximum of nine (9) days per calendar year to attend to the illness of a child, parent, spouse, domestic partner, grandparent, grandchild, sibling or any relative or ward residing in the same house. The terms used in this paragraph to define various types of family members shall have the same meaning as provided under the California Family Rights Act.
4. Doctor's Certificate: If absence from duty by reason of illness or injury extends beyond a period of three (3) consecutive working days, the District requires a doctor's certificate be provided to Human Resources. If the absence exceeds five (5) consecutive working days, a release from the doctor to return to work may be required. Cost of obtaining a doctor's report will be borne by the employee.
5. Integration of Benefits: During the time an employee is drawing both sick leave pay from the District, and sick or accident benefits from any insurance carried by the District, the sick leave pay rate will be reduced by the amount of insurance benefits received during such sick leave period, and the employee's available total accrued sick leave will be debited for the reduction related to sick leave used by the employee. Employees who are absent due to a medical or personal leave of absence without pay will not accrue sick leave. Once an employee's sick leave balance is exhausted, other leave balances may be used.
6. Holidays and Sick Leave: If a holiday occurs on a workday during the time an employee is absent on such sick leave with pay, he/she shall receive pay for the holiday and it shall not be counted as a day of sick leave. If an employee receives insurance benefits for that holiday, holiday pay shall be reduced by the amount of insurance benefits received, if any.
7. Payout Upon Separation: Upon voluntary termination, retirement or death of an employee an amount equal to 50% of accumulated sick leave will be paid to the employee or the estate of said employee. At the discretion of the employee or the estate of the employee,

the accumulated sick leave may be paid in a single lump sum, or may be deferred as deferred earnings at the rate of earnings in effect at the time of death, retirement or voluntary termination. The District shall not pay the employee for any unused accrued sick leave upon the termination of an employee for cause.

**ARTICLE IX
LEAVE OF ABSENCE AND OTHER LEAVES**

1. General: The provisions of this Article shall be read and administered in accordance with applicable provisions of federal and state laws and regulations. To the extent the provisions of this section conflict with applicable law and the conflict results in a more favorable benefit to the employee, the law will take precedence. Otherwise, the provisions of this article shall govern. If, during the term of this agreement, judicial, legislative or regularly changes invalidate provisions of this section, the parties shall, as soon as it can be mutually arranged, meet and confer to address the impact of any invalidated provision on existing terms and conditions of employment.
2. Family and Medical Leaves: District employees may be eligible to receive a leave of absence under the Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA). In order to receive FMLA/CFRA leave, an employee must have been employed by the District for at least 1 year and must have actually worked at least 1,250 hours in the one-year period immediately preceding the leave. FMLA/CFRA leave will be administered in accordance with the District's Family Care and Medical Leave Policy. To the greatest extent allowed by law, any FMLA/CFRA leave provided will run concurrently with other leaves provided under this agreement or any other District policy.
3. Pregnancy Disability Leave: The District shall provide eligible employees with leave in accordance with the provisions of the California Pregnancy Disability Leave Law. Eligible employees may receive up to four months of unpaid leave when they are disabled by pregnancy, childbirth or related medical condition.
4. Personal Leaves: This section shall cover leaves of absences which are in excess of or not covered by the District's Family Care and Medical Leave Policy or Pregnancy Disability Leave policy.
 - a. Requests for Leave. An employee who needs a leave of absence from work shall submit a written request for leave to the Human Resources Department. The request must include the employee's name, job title, beginning and ending dates for the requested leave, and a statement explaining the reason for the need for leave. The request shall be made on forms prescribed by the District. A request for leave should normally be initiated by the employee but may be initiated by the employee's supervisor or Department Head.
 - b. Reasons for Leave. A personal leave may be granted for the following reasons:
 1. Illness or disability, including pregnancy beyond or in lieu of that covered by PDL leave;
 2. Education or training that will benefit the District; or
 3. Other personal reasons, such as family care emergencies, provided the needs of

the District are considered.

A personal leave is not a substitute for vacation.

- c. Authorization: The General Manager or designee may grant a regular employee a personal leave for a period not to exceed twelve months. Absences of more than twelve months require the approval of the Board of Directors. Any personal leave will be authorized in writing only and at the convenience of the authorizing department. Workload, seasonal demands, and staffing levels must be considered. A leave that results in an undue hardship, including the incurring of excessive overtime costs to provide coverage and to ensure the continuation of services to the public, may be denied.
 - d. Pay While on Leave: As a condition of receiving a personal leave of absence, an employee will be required to use all available paid leave accruals before being permitted to take unpaid leave.
 - e. Conditions on Return: The conditions under which an employee will be restored to employment on the termination of leave of absence shall be clearly stated by the District in writing in conjunction with the granting of said leave of absence. An employee returning from a personal leave may be required to provide medical documentation indicating the employee's fitness to return to work and to perform essential job duties, with or without reasonable accommodation.
 - f. Accruals While on Leave: An employee's sick leave, CalPERS service credits, seniority, and vacation will not accrue while on an approved personal leave and in an unpaid status. However, an employee's status as a regular employee will not be impaired by such leave of absence.
5. Absent Without Leave (AWOL): If an employee fails to return immediately upon the expiration of any leave of absence, or fails to report to the work site without notifying their direct supervisor, or is on an unauthorized absence, the employee shall be considered absent without leave (AWOL). If an employee is AWOL for three (3) consecutive workdays, such an employee shall be considered to have voluntarily resigned. Nothing in this section shall limit the District's authority to discipline an employee due to an unauthorized absence.

After the third (3rd) consecutive workday of AWOL, a notice of automatic resignation shall be sent by certified mail/return receipt to the employee's last known address. The last known address shall be deemed the address on record in the employee's personnel file at Human Resources. The resignation becomes effective at close of business on the third (3rd) consecutive workday of AWOL. An employee who is provided with a notice of automatic resignation under this section will be given an opportunity to be heard before the resignation is deemed final. An employee who is separated under this provision is not entitled to a disciplinary appeal or to otherwise grieve such a resignation.

6. Jury Duty: A regular employee who is summoned for jury duty and is thus unable to perform their regular duties will be given a leave of absence with pay for the duration of their jury duty (up to a maximum of 30 days), provided that they:
 - a. Return to work upon their dismissal each day, unless the hours spent at jury duty, including travel time, exceed the actual workday, and
 - b. Complete their normal workday, and
 - c. Turn over to the District any compensation received as a juror not including any travel allowance received.
 - d. Jury pay will not exceed the employee's daily rate of pay.

7. Bereavement Leave: In the event of the death of a mother, father, brother, sister, son, daughter, wife, husband, domestic partner, father-in-law, or mother-in-law or any relative or ward residing in the same home as the employee, time off with pay will be allowed until after the funeral service, to a maximum of three (3) working days and no more than 24 hours, after which sick leave with pay may be taken to attend to a member of the immediate family to a maximum of an additional three (3) workdays. Sick leave may be used in the event of the death of a grandparent or stepparent not residing in the same home as the employee. At the discretion of the General Manager, permission may be granted to attend the funerals of other relatives and coworkers and to subtract the time expended from sick leave. This permission shall be given only if proper prior application is made to the General Manager, and the granting of permission will be at the sole discretion of the General Manager.

ARTICLE X
CONTINUITY

1. Application: Length of service with the District will be used for the basis of determining such benefits as sick leave and vacations for regular employees of the District. Continuous service with the District will start with the date of regular employment and will consist of the period of employment. Continuous service will be broken upon separation of employment.

2. Continued Accrual: Continuity of a regular employee's service will not be broken by absence for the following reasons, and length of service will accrue for the period of such absence:
 - a. Absence by reason of industrial disability;
 - b. Authorized absence or leave of absence without pay for less than thirty (30) days in a calendar year;
 - c. Applicable state and federal laws shall govern absence due to military or National Guard service.

3. Rehired Employees: Previous employees who are rehired and who have completed the applicable probationary period will have their employment service records restored to include previously earned length of service when calculating seniority for purposes of layoffs only. No credit for former employment shall be granted to a rehired employee for purposes of computing salary adjustments, vacation accruals or other benefits for employees rehired after more than one (1) year of separation. A rehired employee shall be placed at no lower than the same salary step held at the time of separation from District service.

ARTICLE XI
HOURS AND OVERTIME

1. Standard Workweek Definition: Except for those employees working an alternative work schedule as described in this Article, the standard work schedule for a full-time District employee will be five consecutive eight-hour workdays. For purposes of calculating overtime, the work week or work period for employees assigned a standard work schedule begins on Monday at 12:00 am and ends on Sunday at 11:59 pm.

2. Standard workday: Except for those employees working an alternative work schedule, the standard workday shall run from 12:00 midnight to 11:59 pm. As a general rule, the regular hours of work for employees will be between 7:30 a.m. to 6:00 p.m., with non-exempt employees receiving a thirty (30) minute unpaid lunch period. The Department Manager, at their 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 their designee will inform the employees of their work schedules and any changes thereto.”

3. Alternative Schedules: An employee may work an alternative work schedule with the written permission of the employee’s Department Manager. The alternative work schedule may be ended by the Department Manager and the employee’s schedule changed to a different alternative work schedule or the standard work schedule. The District may change the employees work period when an employee begins and/or ends working an alternative schedule. The alternative work schedules are listed in the table below.
 - a. General working hours for 9/80, 4/10s, and 3/12 schedules (as described below) will be between 6:30 a.m. and 6:00 p.m. with non-exempt employees receiving either an unpaid 30 to 60 minute lunch period. Starting and ending times, as well as lunch periods, will be at the discretion of the Department Manager.
 - b. The District will pay a 5% night shift differential for all hours worked between 6:00 pm and 6:00 am for employees regularly assigned to the night shift work schedule.
 - c. The District will pay a 5% weekend differential for hours worked between 6:00 pm Friday through 6:00 am Monday for employees regularly assigned to work on a weekend day. This differential is not in addition to any night shift differential. Employees will either receive a night shift differential or a weekend differential, but not both.
 - d. The Department Manager or their designee will consider employee’s seniority within the classification in establishing priority for shift work scheduling.

| Work Schedules | Overtime Compensation | Sick leave, Vacation, | Holiday |
|--|---|--|---|
| <p>9/80s The work schedule is eight 9-hour days and one 8-hour day per pay period.(2a)</p> | <p>Non- exempt employees shall be compensated at the overtime rate for all hours worked in excess of 9 hours in a single day, or excess of 8 hours on the scheduled 8 hour day, or in excess of 80 hours in a pay</p> | <p>9 Hours per day off, or 8 hours on the scheduled 8-hour day</p> | <p>8 Hours per holiday. The balance will be made up with floating holiday, vacation, or CTO hours</p> |
| <p>4/10s The workday is 10 consecutive hours of work. The work schedule is four days per seven-day workweek.(2a)</p> | <p>Non-exempt employees shall be compensated at the overtime rate for all hours worked in excess of 10 in a single workday, or in excess of 40 hours in a workweek.</p> | <p>10 Hours per day off</p> | <p>8 Hours per holiday. The balance will be made up with floating holiday, vacation, or CTO hours</p> |
| <p>12-hour shift The workday is 12 consecutive hours of work. The schedule is three 12-hour workdays during a seven-day workweek on the short week, followed by three 12-hour workdays and one 8-hour workday during the alternating seven-day workweek (long week) for a total of 80 hours during two consecutive weeks. (2b)(2c)</p> | <p>Non-exempt employees shall be compensated at the overtime rate for all hours worked in excess of 12 in a single workday, or in excess of eight on the single 8 hour workday during the long week, or in excess of forty four 44 in the long week or in excess of 36 in the short week.</p> | <p>12 Hours per day, or 8 hours on the scheduled 8-hour day</p> | <p>8 Hours per holiday. The balance will be made up with floating holiday, vacation, or CTO hours</p> |

4. Overtime Definition: Non-exempt employees are eligible to receive overtime compensation. Overtime is defined as:
- a. Time worked in excess of forty (40) hours in an employee’s designated workweek;
 - b. Time worked in excess of eight (8) hours on a scheduled workday, unless an alternate workweek is established in accordance with section 3;
 - c. Time worked on a non-scheduled workday;
 - d. Time worked in excess of the number of regularly scheduled hours in the workday for those on an alternative work schedule (e.g., in excess of 10 hours for those on a 4-10 schedule); or
 - e. Time worked on a holiday.

5. Temporary Schedule Change: District may schedule employees to work for periods other than their regular or scheduled work hours in any of the following situations:
 - a. Emergency conditions involving the maintenance, construction or repair of District facilities.
 - b. Installation of new or additional facilities or repair of existing facilities of such character that work thereon reasonably requires work to be performed at times other than regular work hours.
 - c. Work involving cleaning debris from the intake of plants and trash racks where extra precautionary measures are required to protect such District property or the property owned by others.
 - d. Ice breaking and/or removal from water systems in order to maintain water flow.
 - e. Conditions which require the manning of a plant or station which is normally unattended or is to be unattended upon completion.

6. Overtime and Schedule Changes: Time worked outside of regular or scheduled work hours on a workday shall be compensated as follows:
 - a. Whenever other legally responsible public authority directs, or the needs for providing proper service to the public require the regular hours of work for employees may be scheduled at times other than between regular or scheduled work hours. In such an event, the regular hours of work shall consist of consecutive hours and shall include time to eat a meal near the midpoint of such shift. This mealtime shall be compensated for by the District. Such work periods may overlap or be scheduled in shifts. If the District gives less than seventy-two (72) hours' notice to the employee prior to the commencement of a new work period or shift, the provisions of Section 6b of this Article shall apply. If the District provides seventy-two (72) hours or more notice prior to the commencement of a new work period or shift, such work period or shift for an employee may be established by the District without payment of any overtime compensation.
 - b. Overtime shall be paid for the time actually worked outside of regular work hours during the first two (2) days (forty-eight [48] hours) after commencement of alteration of the work hours. Commencement of alteration of work hours shall be defined as the first hour of the shift worked outside of regular work hours. The alteration of work hours after the elapse of the two (2)-day period specified above shall not entitle the employee to further overtime pay for time worked outside of regular work hours. If the employee returns to the normal hours of work for four (4) workdays or more, the provisions of this section shall again become operative and overtime shall be paid for any time actually worked outside of the regular work hours during the first two (2) days

after commencement of alteration of work hours.

7. Scheduling and Approval of Overtime: The District will attempt to schedule work and personnel to minimize overtime. When necessary, and at the sole discretion of the supervisor, overtime may be required.
8. Compensation Rate: Compensation for overtime work will be at either a) one and one-half (1½) times the regular straight time rate, or b) Compensatory Time Off (CTO) at one and one-half (1½) times the hours worked, at the request of the employee. Calculation of overtime is only based upon hours worked.
9. Compensatory Time Accrual Limit: If, in the judgment of the District, CTO is granted when work is required in excess of the number of hours normally assigned during any workweek, the following provisions will apply. All CTO to be used will be approved by the Department Manager.
10. CTO Balance Limit: The CTO Balance is the number of hours in the employee's CTO bank at a specific point in time. A maximum balance limit of eighty (80) CTO hours will be allowed in an employee's CTO bank at any one time. The employee will be compensated with pay for any overtime worked when their CTO balance is at or above eighty (80) hours. Once the CTO balance is below eighty (80) hours, accrual may occur again. The General Manager, or designee, may establish a more restrictive balance limit when and if necessary.
11. CTO 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.
12. 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 their CTO hours, in their 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 their CTO hours, in their CTO bank, during the last full payroll period in June and by 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.
 - c. Employees who promote to a classification that is exempt from overtime will receive

a cash out of all accrued and unused CTO hours. This cash out will be effective prior to the employee's date of promotion.

13. Flextime: With the prior approval of the Department Manager or designee, non-exempt employees may take personal time off during the workday and such time may be made up by working an equivalent number of hours outside the normal workday during the course of the same workweek. Such flex time (or make-up) hours will not be considered overtime.
14. Rest Periods: A maximum of two rest breaks are usually permitted each workday for a non-exempt employee. These breaks shall occur about midway through each half of the workday 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.
15. Exempt Employees. Exempt employees are not eligible to receive overtime compensation. Employees in the following classifications are considered exempt from overtime:
 - Customer Account Administrator
 - Treated Water Superintendent
 - Water Superintendent
 - Maintenance Superintendent
 - Water Resources Superintendent
 - Hydroelectric Maintenance Superintendent
 - Hydroelectric Generation Superintendent
 - Electrical Systems Superintendent
 - Senior Engineer (Registered)
 - Information Technology Administrator

Any other classification in the supervisory unit designated as exempt by the District.

16. Administrative Leave. Exempt employees who are not eligible to receive overtime will be eligible to accrue up to 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. Alternatively, an exempt employee may cash out up to 20 hours of accrued administrative leave during the first full pay period in December. Administrative leave is earned at the rate of 2.3077 hours per pay period and may be accumulated up to a maximum of fifteen (15) days. Once an employee reaches this accrual cap, no further administrative leave shall accrue until some time is used. Unused administrative leave hours will be paid upon separation.

**ARTICLE XII
HOLIDAYS**

1. All regular full-time employees are eligible to receive eight (8) hours of pay at their straight time rate for each of the following holidays:

| | |
|-------------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King's Birthday | Columbus Day |
| President's Day | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Juneteenth | Day after Thanksgiving |
| Independence Day | Christmas Day |

Regular employees will receive a maximum annual allowance of 112 holiday hours.

2. Regular full-time employees will receive an additional sixteen (16) hours of floating holiday at their straight time rate at the time of hire and once thereafter at the beginning of each calendar year:
 - a. Holiday time will consist of an 8-hour day for a full-time employee. If an employee is on an alternate work schedule, the employee will be required to use a floating holiday hours to make up the difference between the holiday hours provided and the employee's regularly scheduled hours. Employees who exhaust floating holiday hours will be required to use vacation leave to make up any difference.
 - b. If not used or needed for purposes of paragraph 2.a above floating holiday hours may be used in minimum increments of at least one (1) hour at the employee's discretion with prior approval of their Department Manager.
 - c. Floating holiday hours must be used and recorded for payroll purposes by the last pay date of the calendar year in which they were accrued.
 - d. Unused holiday hours, including unused floating holiday hours, will not be paid upon separation from the District nor will they be carried over from calendar year to calendar year.
 - e. Employees who begin employment after the start of the year will receive a pro-rated number of floating holiday hours at the time of employment.
3. Part-time employees shall be eligible for paid District-observed legal holidays and floating holiday hours, on a pro-rated basis and in an amount which coincides with their full-time equivalency. Regular part-time employees may use floating holiday hours after completion of their probationary period.

4. Observed Holidays: If an employee is required to work on a holiday, the actual holiday will be considered the date on which the holiday is observed. For employees who are given time off for the holiday, the holiday will be observed as follows:
 - a. If the holiday falls on a Sunday, the Monday following will be observed as the holiday.
 - b. If the holiday falls on a Saturday, the Friday preceding shall be observed as the holiday.
 - c. In all instances, an observed holiday will be observed in the calendar year in which it occurs.

5. Holiday Work: An employee required to work on an observed holiday shall, in addition to the holiday pay, be compensated at the overtime rate of pay for all time worked on the holiday, or have the day banked to be used at a later time during the calendar year in which the holiday occurred. Any banked holidays that are not used in the calendar year in which the hours are banked will be paid out in the first full pay period in the subsequent calendar year.

6. Weekday Holidays and Days Off: When any of the above holidays fall during the period of Monday through Friday, but the day on which the holiday is observed occurs on a non-workday of an employee, that employee shall be compensated at the straight time rate of pay for that day, or have the Holiday (8 hours) banked to be used at a later time during the calendar year in which the holiday occurred. Any banked holidays that are not used in the calendar year in which the hours are banked will be paid out in the first full pay period in the subsequent calendar year.

**ARTICLE XIII
BENEFITS FOR EMPLOYEES**

1. Industrial Accidents: On-the-job accidents are covered under the District's Worker's Compensation insurance policy. It shall be the duty of all employees to make an immediate report of an on-the-job accidental injury to their Supervisor or the Assistant General Manager. Employees who are on a Worker's Compensation leave of absence are required to exhaust all available accrued sick leave. Once sick leave is exhausted, the employee has the option to use any other available leave balances, prior to being placed on leave of absence without pay. While on leave of absence without pay, employees will not accrue sick leave, vacation leave, administrative leave, seniority, or CalPERS service credits.

2. Group Insurance Plan: The carriers, coverage, and terms and conditions of participation under the District's Group Insurance Plan are subject to change in accordance with the applicable provisions of Title I, Division 4, Chapter 10 of the California Government Code (Section 3500 et seq.) (Meyers-Milias-Brown Act).
 - a. The District contracts with CalPERS for health plan coverage for all regular and newly hired employees (eligibility to be defined by the "CalPERS health plan"). Booklets on the insurance plans will be available to all participants.

 - b. Employees may choose from the available plans offered by CalPERS. Additional premiums will be borne by the employee through payroll deductions and paid to CalPERS by the District each month; and the additional cost for monthly premiums will be deducted evenly from the first and second payroll period of each month. To the extent allowed by law, the District will attempt to deduct the employee's premium contribution from pre-tax dollars.

3. Direct Health Care Premium Contributions for Active Employees:

The District will pay the minimum premium contribution directly to CalPERS, as required by CalPERS regulations for each eligible employee.

4. Health Reimbursement Arrangement for Active Employees:

On January 1, 2009, a Health Reimbursement Arrangement (HRA) was established by the District and includes, but is not limited to, the terms and conditions set forth below:

 - a. Calendar year-end rollovers of individual account balances are allowed; and,

 - b. Individual account "caps" for "employee plus dependent coverage" and "employee only coverage" shall be as follows:

No contribution to an individual account shall be due when the balance in the individual employee account reaches the “cap” of \$8,000.00 for “employee plus dependent coverage” and, \$4,000 for “employee only.” Once expenditures reduce the account balance below the cap, contributions will resume. Amounts not paid during the period of suspension shall be retained by the District and shall not accrue to the employee.

- c. Eligible participants are regular employees enrolled in a District offered health care plan, eligible dependents, and others as defined by the Nevada Irrigation District Health Reimbursement Arrangement; and,
- d. Eligible medical care expenses are defined by Internal Revenue Code Section 213(d); and,
- e. Eligible medical care expenses that are common to both an HRA and a Flexible Spending Account (FSA) will be required to be reimbursed from the FSA before expenses are reimbursed from an individual’s HRA account; and,
- f. Upon the death of an employee:
 - (1) HRA contributions to the individual’s account will cease, and
 - (2) Any balance in an HRA account at the time of the death of the employee must be used by the employee’s eligible dependents within twelve (12) months from the date of the last HRA contribution or it is forfeited.

5. HRA Contribution Amount:

- a. For calendar year 2021, the District will provide employees eligible to participate in District sponsored health insurance programs with the following monthly HRA contributions, based on their plan participation:
 - Employee only \$1,231.56 per month
 - Employee plus 1 dependent - \$1,809.06 per month
 - Employee plus 2 or more dependents: \$1,914.06
- b. Beginning January 1, 2022, the District’s monthly contribution on behalf of an eligible employee will be calculated as follows:
 - The amount equal to the monthly contribution in the previous year for the purchase of the “employee only” Anthem Blue Cross Select HMO –Region 1; plus,

- 75% of the increase between the previous year monthly premium to the current year monthly premium (at the “employee only” Anthem Blue Cross Select HMO – Region 1); plus,
 - \$350.00 for employee only, \$1,050.00 for employee plus one dependent, or \$1,200.00 for employee plus family.
- c. Eligible employees waiving District medical coverage will receive a monthly contribution via payroll equivalent to fifty percent (50%) of the employee only premium of the Anthem Blue Cross Select HMO – Region 1 plan.
6. Newly Hired Regular Employees: The District will fund individual newly-hired regular employees’ HRA accounts as follows:
- a. Individual accounts will be set up for each “newly-hired regular employee” upon their successful completion of probation.
 - b. Newly hired regular employees will be eligible for a one-time lump sum contribution on the first day of the month following the successful completion of their probationary period. Such contribution will be calculated based upon the number of months the employee was eligible to participate in the District’s health insurance program during their probationary period as follows:
 - (i) Upon the establishment of each individual account, a one-time District contribution of \$500.00 will be made; PLUS
 - (ii) The number of eligible months times the amount identified in paragraph 4(g) for those eligible months preceding the completion of the probationary period less any premiums paid directly by the District to CalPERS on behalf of the employee for dependent care coverage during the employee’s probationary period.

In no event will the newly hired regular employee’s one-time contribution exceed the applicable HRA cap provided above.
7. Basic Life Insurance: The District’s group life insurance plan includes coverage at two times (2X) the employee’s current annual base salary up to the insurers cap at no cost to the employee. The District will pay the cost of life insurance coverage for the employee only, under the plans available to all District employees, which may change from time-to-time thereafter.
8. Supplemental Life Insurance: The District offers an optional supplemental life plan for employees and dependents, at the employee’s expense.
9. Medicare Benefits: The District has taken steps to implement Medicare coverage for non-covered employees on a voluntary basis. See Exhibit B Resolution 2005-28 adopted on May

25, 2005. Upon implementation, the District agrees to pay the employee's share of the Medicare contribution, 1.45% of payroll as required to meet the forty (40) quarter minimum, for each employee not currently enrolled who enrolls in the plan. After the minimum forty (40) quarters have been met by the District, the employee will be responsible for the employee's share of Medicare contributions. Eligible employees must provide their annual social security administration notification to the District's accounting department.

10. 457 Deferred Compensation Plan: The District will contract with a minimum of 3 contract plan administrators to provide a 457 Deferred Compensation Plan, which is employee paid.
11. Dental Plan: The District will contribute 100% of premiums for dental insurance coverage for employees and their eligible dependents.
12. Vision Plan: The District will contribute 100% of premiums for vision insurance coverage for employees and their eligible dependents.
13. IRS 125 Flexible Spending Plan: The District provides an IRS 125 Flexible Spending Plan for employees who wish to defer pre-tax payroll contributions for health and/or childcare expenses. An employee can contribute up to the maximum amount allowed by law.
14. Employee Assistance Program: The District provides an independently administered Employee Assistance Program.
15. Part-Time Employees: Part-time employees will not receive dental, vision, or long-term disability benefits. Health and HRA contributions will be provided on a pro-rated basis. Retirement, life insurance, and other benefits will be restricted to those benefits or participation permitted under its terms, or carrier provisions, if any benefits or participation are available.
16. Disability Insurance: The District provides long term disability insurance. The District will contribute 100% for premiums for such coverage for employees. The District also provides a voluntary short-term disability plan for employees, at a cost to employees of half the premium.
17. 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 XIV
BENEFITS FOR RETIREES

1. Pension Benefits: The District participates in the California Public Employees' Retirement System (CalPERS) Plan. Pension benefits and plan participation are determined in accordance with applicable law and are generally based on an employee's date of hire and any previous membership in CalPERS. The District contracts with CalPERS to make the following pension plans available to eligible employees:
 - a. Employees Hired before May 10, 2012:
 - (i) 2.5 % @ 55 retirement plan. One-year Final Compensation.
 - (ii) Employees will pay one hundred percent (100%) of the employee contribution, which is 8% of base salary.
 - b. Employees Hired on or after May 10, 2012 through December 31, 2012 and "Classic" CalPERS Members hired on or after January 1, 2013:
 - (i) 2.0 % @ 55 retirement plan, three-year Final Compensation.
 - (ii) Employees will pay one hundred percent (100%) of the employee contribution, which is 7% of base salary.
 - c. Employees Hired on or after January 1, 2013 ("PEPRA" Members):
 - (i) 2.0 % @ 62 retirement plan, three-year Final Compensation.
 - (ii) Employees will pay one hundred percent (100%) of the employee contribution, which is 6.75% of base salary.
2. Retiree Health Benefits: The District contracts with CalPERS for the purpose of providing employees and retirees with access to health insurance benefits. Participation in CalPERS Health insurance programs is determined in accordance with applicable law.

The District provides all retirees who participate in CalPERS health insurance plans and who qualify as District "annuitants" with a minimum contribution towards health insurance benefits offered by CalPERS. This minimum contribution is determined by CalPERS and will be paid by the District directly to CalPERS.

3. Retiree HRA Accounts
 - a. Conversion Upon Retirement. The HRA Account of any employee who retires from District service will be converted to a retiree HRA account. District retirees will continue to retain the ability to draw on their HRA Account and claim reimbursement for qualifying medical expenses for themselves and their eligible dependents. To be considered a retiree, an employee must separate from District service and begin drawing pension benefits from CalPERS within 120 days of their date of separation.

b. HRA Contributions. Retirees from District service may be eligible to receive post-employment contributions to their retiree HRA accounts. The amount of any such contribution will be determined based on the retiree's date of hire, date of retirement and length of service, as follows:

(i) Employees Hired before May 10, 2012: Employees who were hired before May 10, 2012 and who retire from the District (either a disability retirement or a service retirement) after completing at least ten (10) years of service are eligible to receive a monthly District contribution to their retiree HRA in an amount equal to the cost of the employee only premium for the PERS Choice Plan Region 1, as determined on the date of the employee's retirement, minus any minimum contribution paid directly to CalPERS, as a monthly contribution to the Retiree's HRA Account.

(ii) Employees Hired on or after May 10, 2012: Employees who were hired on or after May 10, 2012 and who retire from the District after completing at least ten (10) years of service (either a disability or service retirement) are eligible to receive a monthly District contribution to their HRA in an amount equal to 25% of the cost of the employee only medical premium for the PERS Choice Region 1 rate, as determined on the date of the employee's retirement, minus the minimum contribution paid directly to CalPERS, as a monthly contribution to the retiree's HRA.

Eligible employees shall receive an additional 2.5% of the employee only medical premium for each year of service in excess of ten years, up to a maximum of twenty years, resulting in a maximum formula calculation equal to 50% of the cost of the employee only medical premium for the PERS Choice Region 1 rate, as determined on the date of the employee's retirement, minus the minimum contribution paid directly to CalPERS.

(iii) Employees Hired on or after January 1, 2022: Employees hired on or after January 1, 2022 are not eligible to receive a post-employment District contribution to a retiree HRA account.

c. HRA Cap. Individual account caps for a retiree HRA account shall be equal to \$4,000. No contribution to a retiree account shall be due when the balance in the retiree's account reaches the "cap." An employee whose Active HRA Account balance exceeds the Retiree cap on the effective date of their retirement, will still be permitted to draw down on those amounts in excess of the cap. However, once the retiree's balance is at or below the cap, the cap will be enforced.

d. Termination of Contributions. District retiree HRA contributions will cease upon the date of death of the retiree. The balance in a retiree HRA account will be available for

use by the Retiree's eligible dependents for qualified claims and according plan terms and applicable law. Any HRA account balance remaining 12 months after the retiree's date of death will be forfeited.

- e. Effect of Medicare. Upon attaining eligibility to participate in Medicare Part B benefits, the formula used to calculate the District's contribution to an eligible retiree's HRA will be adjusted to be based on the premium for participation in a Medicare supplement plan, minus any minimum contribution paid directly to CalPERS. For employees who retired on or prior to June 30, 2021, the Medicare supplement plan rate used for this calculation will be no greater than the PERS Choice Medicare supplement plan rate that was in effect on the date of the employee's retirement from District service. For employees who retire on or after July 1, 2021, the Medicare supplement plan rate used for this calculation will be no greater than the PERS Choice Medicare supplement plan rate in effect on the date on which the retired employee becomes eligible for Medicare.
4. Life Insurance: Employees who retire from the District after completing ten (10) years of service are eligible to receive District provided life insurance benefits from their date to retirement through age 65. Coverage will be \$50,000 and is subject to the Plan's benefit reduction by age.

**ARTICLE XV
GRIEVANCE PROCEDURE**

1. Grievance Defined:
 - a. A grievance shall be defined as any dispute between the Union and the District or an employee (or employees) and the District, relating to actions (or inactions) of the District in its application, meaning, interpretation, or enforcement of this MOU, and excludes those items which are excluded from the grievance procedure and/or for which the decision of the General Manager is final. Performance evaluations are not subject to the grievance procedure.
 - b. An employee(s) or the Union shall have the right to present a grievance pursuant to this procedure. The employee(s) may be represented by the Union, an individual of their choice, or the employee may represent themselves in the steps of this procedure. Employee(s) who present a grievance shall not be subjected to reprisal or other punitive action by the District or the Union for exercising their right to present or appeal a grievance. With prior approval from their Supervisor, Superintendent, Department Manager, or Human Resources Manager, an employee(s), or their designated Union representative, who files a grievance shall be given reasonable time off without loss of pay or benefits to investigate the grievance. "Reasonable time off" is defined as two (2) hours; however, upon approval of the Human Resources Manager, additional time may be granted. Both employee(s) and their designated Union representative shall be given time off without loss of pay or benefits to attend grievance meetings as outlined below.
2. Intent: It is the intent of the parties to this MOU to anticipate and diminish causes of grievances and to settle any that arise at the lowest practicable level of supervision as fairly and promptly as possible. The parties agree that it is in the best interest of the process to bring forward all available relevant facts and information at the earliest possible step in the grievance procedure. Any new relevant information that is obtained by either party after any grievance meeting but before the receipt of the response will be immediately shared with the affected parties.
3. Procedure: Grievances will be processed in the following manner and within the stated time limits. Grievances shall be initiated within fourteen (14) calendar days from the event giving rise to a grievance or from the date the employee/ Union could reasonably have been expected to have had knowledge of such event. Both the informal grievance step and/or Step 1 may be waived by mutual agreement of the parties.
 - a. Informal Grievance: The initial step in the consideration of a grievance shall be a discussion between the employee and, at the employee's request, the designated representative, and the supervisor, following the employee's/ Union's request for an informal grievance meeting. The supervisor shall respond to the grievant in writing

within fourteen (14) calendar days after the informal meeting. The meeting shall take place at such time as not to interfere with the work-in-progress.

- b. Step 1—Formal Grievance: If the grievance is not satisfactorily resolved at the informal grievance level above, then the grievant may request that the grievance be advanced to Step 1 of the grievance procedure by presenting a formal grievance in writing to the Department Manager. Any request to advance to Step 1 must be made no later than fourteen (14) calendar days after the supervisor's written reply at the informal level. If no written reply is given, the formal grievance must be made within fourteen (14) calendar days after the timeline for providing a response to the informal grievance has expired.

The formal grievance shall set forth the alleged facts or circumstances giving rise to the grievance; the applicable section of the Agreement asserted to have been violated, if applicable; and the remedy or correction requested. The Department Manager shall meet with the grievant, the Supervisor, Human Resources Manager, and at the employee's request the designated representative, to discuss the facts no later than fourteen (14) calendar days after the receipt of the formal grievance. The Department Manager shall respond to the grievance in writing within fourteen (14) calendar days after the meeting.

- c. Step 2—Formal Grievance: If the grievance is not satisfactorily resolved at Step 1 of the formal process (above), then the grievant may request that the grievance be advanced to Step 2 of the grievance procedure by presenting a Formal grievance in writing to the General Manger. Any request to advance to step 2 must be made no later than fourteen (14) calendar days after the Department Manager's written reply at Step 1. If no written reply is given, the request to advance to Step 2 must be made within fourteen (14) calendar days after the timeline for providing a response to Step 1 has expired.

The General Manager or designee shall meet with the grievant, the Department Manager, Human Resources Manager, and at the employee's request the designated representative, to discuss the facts no later than fourteen (14) calendar days after the receipt of the grievance at their level. The General Manager or designee shall respond to the grievant in writing within fourteen (14) calendar days after the meeting.

- d. Step 3—Mediation: If the grievance is not satisfactorily resolved at Step 2 of the formal process (above), the grievant may request that the parties participate in mediation. A request for mediation must be made in writing to the Human Resources Manager. Any request for mediation must be presented no later than fourteen (14) calendar days after the Step 2 written reply. If no written Step 2 reply is given, the request for mediation must be made within fourteen (14) calendar days after the timeline for providing a response to Step 1 has expired.

Participation in mediation is voluntary. If both parties agree to participate in mediation, the District's Human Resources Manager will contact the California State Mediation & Conciliation Services to arrange for the services of a mediator. As soon as practicable, or as otherwise agreed to by the parties, a mediator shall hear the grievance. The mediation process and any opinion expressed by the mediator shall be informal, confidential, and shall be considered advisory. Any cost for the mediator will be shared equally by the parties.

- e. Step 4—Binding Arbitration: If the grievance is not satisfactorily resolved at Step 3 of the formal process (above), or if the parties decline to participate in Step 3 above, then the Union may request that a grievance be submitted to arbitration. A request for arbitration must be requested in writing to the Human Resources Manager. A request for arbitration must be presented no later than fourteen (14) calendar days after the completion of the mediation or the date on which a request for mediation is declined.

An arbitrator shall be selected by mutual agreement between the parties. Should the parties fail to agree upon an arbitrator within a reasonable period, they shall jointly request a list of seven (7) qualified arbitrators from the American Arbitration Association. The parties shall each alternately strike names until one (1) name remains. The party that strikes the first name from the list of arbitrators shall be determined by a toss of a coin.

- (i) In the arbitration of any dispute involving the application or interpretation of this MOU, any rule, regulation, policy, manual, practice, or procedure of the District, the arbitrator shall only interpret the MOU, rule, regulation, policy, manual, practice, or procedure and shall not add to, delete from or modify their terms.
- (ii) The arbitrator's decision shall be in writing and shall be final and binding on the District, the grievant, and the grievant's representative/ Union. All fees and costs of the arbitrator, including the cost of a court reporter, if the arbitrator desires one, shall be shared equally between the parties to the arbitration. Each party shall bear their own attorney's/representative's and consultant's fees, and costs incurred.
- (iii) Both the grievant and their designated Union representative shall be given time off without loss of pay or benefits to participate in an arbitration hearing. Witnesses called to provide testimony at arbitration shall not suffer loss of pay or benefits for time spent at a hearing held pursuant to this MOU. The number of witnesses requested shall be reasonable. The scheduling of witnesses shall be coordinated in advance of the hearing, whenever possible.
- (iv) Grievance arbitration hearings will not be open to the public.
- (v) Arbitration is only available to resolve disputes between the Union and the

District. The District has no obligation to participate in arbitration involving a grievance brought solely by an individual employee and not the Union.

4. Miscellaneous:

- a. An employee shall be free to request and designate a representative/ attorney at any step of the grievance procedure. Such a request or designation at any step of the grievance procedure shall not prevent an employee from requesting or designating a different representative/attorney to appear on the employee's behalf at a subsequent step in the grievance procedure.
- b. Any party to the grievance/arbitration process may obtain information in the possession of (or which may reasonably be obtained) by the other party or their representative, except for any material that in the District's discretion must, in the public interest, be kept confidential.
- c. Time deadlines for proceeding through the grievance procedure are jurisdictional if a grievance is not timely advanced at any stage, then the last grievance reply provided shall be deemed final and binding on the parties and all further steps in the grievance procedure are waived. If no reply was given at the last step, the grievance shall be deemed denied. The parties may mutually agree, in writing, to extend any grievance timelines.

ARTICLE XVI
PERFORMANCE EVALUATIONS

1. Timing of Evaluations. All regular employees who have completed their probationary period should be evaluated once every twelve (12) months. In addition, an employee may also be evaluated at any time at the discretion of the department head, or when the performance of the employee has been rated at or below the “Improvement Needed” level on the most recent evaluation.
2. Form of Evaluation. Performance evaluations are expected to be conducted using the form prescribed by the Human Resources Department. Where an employee has worked under several supervisors, each supervisor should contribute to the evaluation.

Each performance evaluation shall be discussed with the employee. The employee shall sign the report as a means of acknowledging its content. Such signature shall not necessarily mean the employee agrees in total with the contents of the evaluation report. After the evaluation has been completed and signed, a copy shall be given to the employee and the supervisor. In addition, a copy is to be filed with the Human Resources Department.

3. Ratings of Less Than Standards An employee who receives an overall performance rating of less than meets minimum requirements should be rated at a more frequent interval. An employee who receives an overall rating of less than meets minimum requirements shall not be eligible for any salary step advancement or to participate in any promotional examinations until at least an overall meets minimum requirements rating has been established.
4. Employee Response to Evaluation. Employees may attach a reasonable amount of rebuttal material to any evaluation with which they disagree. Written statements in response to an evaluation must be submitted within fourteen (14) days of when the evaluation is provided to the employee in order to be included with the evaluation in the employee’s personnel file. Evaluations are not subject to any form of appeal or grievance.

ARTICLE XVII
EMPLOYEE TRAINING

1. The District may require employees to attend job related training. Employees will be expected to attend and complete the assigned training.
2. 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.
3. Employees will be paid their standard daily rate of pay, as determined by their current work schedule, for training, plus travel time.
4. If a meal is not provided with the training, employees will be paid meal allowances in accordance with The General Services Administration (GSA) per diem rates.
5. District vehicles shall be used to commute to training. If the Department Manager determines that using a District vehicle is not practical, mileage reimbursement will be paid in accordance with the current IRS rates.
6. Nothing in this Article shall preclude an employee from requesting training. In the case of an employee request, the specific training course must be pre- approved by the employee's Department Manager.

**ARTICLE XVIII
DISCIPLINARY ACTIONS**

1. General Purpose: The parties endorse the concept of progressive discipline. They further agree that the goal of any individual disciplinary process should be to improve and sustain conduct and performance at a satisfactory level. Disciplinary action should be constructive and corrective. In any situation where an employee's conduct warrants correction, the supervisor/manager will issue an appropriate level of action warranted by the employee's performance, behavior and/or actions, which may include any of the types of disciplinary action described below.

2. Employee Right to Representation: When an employee is required to meet with a supervisor or manager and the employee reasonably anticipates that such meeting will involve questioning leading to disciplinary action (i.e. an investigatory interview), the employee shall be entitled to have a steward or other representative present if the employee so requests. Upon request, the employee shall further be entitled to know the general subject of any meeting the employee is required to attend. Employees shall also have the right to such representation at all procedural stages of this Disciplinary Actions procedure.

An employee shall be free to request and designate their representative/attorney at any step of the discipline procedure. Such a request or designation at any step of the discipline procedure shall not prevent an employee from requesting or designating a different representative/attorney to appear on the employee's behalf at a subsequent step in the discipline procedure.

3. Just Cause for Disciplinary Action: The District may discipline employees for just cause only, and in accordance with this article. Wherever appropriate, discipline shall be progressive. Some actions may be so serious or severe that they merit bypassing some or all of the steps in the progressive discipline process.

No disciplinary action shall be taken against a regular employee without just cause. "Just cause" is defined as any facts that, based on relevant circumstances, may be reasonably relied on by District management in the exercise of reasonable discretion as a basis for disciplinary action. "Just cause" includes, but is not limited to:

- Misstatement of facts during the hiring process
- Incompetence, inefficiency, or unsatisfactory job performance
- Inexcusable neglect of duty
- Insubordination or willful disobedience
- Dishonesty
- Being under the influence of illegal drugs or alcohol, or possessing illegal drugs, while

on District property or on official business

- Inexcusable absence without leave
- Conviction of a felony or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of the employee's position. A plea of guilty or a conviction following a plea of *nolo contendere* is deemed to be a conviction within the meaning of this section.
- Discourteous treatment of the public or other employees during the course of District business
- Political activity prohibited by state or federal law
- Violation of any District rule, policy or procedure
- Any behavior either during or outside of duty hours that causes public discredit to the District
- Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's position specification
- Theft, misuse, or unauthorized use of District property
- Intentional or negligent falsification of documents

4. Types of Disciplinary Action

a. Informal Corrective Actions

Informal corrective action is not considered discipline for the purposes of this Article. It consists of either verbal or written reminders relating to policy of the District and represents notice and an effort on the part of the District to assist employees with improving performance. Informal corrective action may include confirmations of discussion, documented coaching and counseling meetings with written policy reminders, counseling memoranda, or performance improvement plans (PIP). Informal corrective actions may or may not be given before written reprimands, or other discipline depending on the nature or severity of the rule violation. Informal corrective actions may not be appealed. Informal corrective action should have the purpose of teaching and goal setting for the employee and to train and coach the employee to be an effective employee by the District.

b. Written Reprimands. Written reprimands are disciplinary in nature, do not involve a loss of pay, and may be issued to any employee for an established violation of workplace rules. Written Reprimands may or may not be given before a discipline up to and including termination depending on the nature or severity of the rule violation.

c. Lesser Discipline. Lesser Discipline involves a loss of pay equivalent to less than three

(3) days suspension without pay. Lesser Discipline is subject to completion of pre-disciplinary procedures and may be appealed up to the level of the District's General Manager (discussed below). Lesser Discipline may be appealed as provided below.

- d. Major Discipline. Major Discipline includes suspensions of three (3) or more days, demotion, reduction in pay, or termination. Major Discipline is subject to completion of pre-disciplinary procedures and may be appealed as provided below.

5. Procedures

a. Informal Corrective Action

When an employee is provided with informal corrective action as defined in this section, a meeting may be scheduled with the employee to advise them of a violation of District policy or a performance deficiency. During the meeting, the supervisor will provide an explanation of, and ensure an understanding of, applicable workplace rules and/or expectations/standards of conduct/performance. The supervisor will also warn the employee of the consequences of repeated and/or future violations of the rules and/or standards of conduct. A written record of informal corrective action is recommended, and may be used for evaluation purposes but will not be placed in the employee's official personnel file.

b. Written Reprimand

A written reprimand is the lowest form of disciplinary action and does not involve any loss of pay to the employee. Written reprimands must state the basis for the violation, and shall inform the employee that another infraction could result in more severe discipline, up to and including termination. Copies of the Letter of Reprimand will be given to the employee, the Union, and the Human Resources Manager for placement in the employee's official personnel file. The Letter of Reprimand will be removed from the employee's personnel file after one (1) year from the date of the Letter of Reprimand, provided there has been no recurrence of the conduct forming the basis for the Written Reprimand. An employee may submit a written response to the reprimand within thirty (30) days of it becoming final. Written responses shall be attached to the reprimand in the personnel file and shall be considered along with the reprimand.

c. Pre-Disciplinary Due Process (Skelly Meeting Process) for Lesser and Major Disciplinary Actions

When the District proposes to impose Lesser or Major Discipline as defined in this section, the employee shall first be notified in writing of the District's intent to take such action. The notice shall set forth the grounds for the Proposed Disciplinary Action in sufficient detail to permit the employee to understand them and to respond to them. The notice shall also include:

- The employee's right to respond before such discipline is imposed,
- The deadline for responding orally and/or in writing,
- The person who has been designated by management to hear or receive the employee's response,
- The employee's right to representation in such proceedings, and
- All materials, documents, records, other evidence, etc., on which the action is based.

This notice shall be given either in person or sent certified/return receipt U.S. Mail to the address on file in the employee's HR file, and shall be deemed given on the date the employee receives the notice. The employee will have up to seven (7) business days after receipt of the Notice of Proposed Disciplinary Action to respond either in person or in writing unless a longer period is agreed upon in writing.

Due consideration shall be given to any response by the employee and/or the employee's representative. Upon the employee's response, or if the employee does not respond and thus waives their pre-disciplinary due process rights (Skelly Meeting), the person designated to hear the response shall issue a final decision letter which may uphold, modify, or rescind the letter of intended disciplinary action. Such letter shall be issued within seven (7) business days of the employee's response unless a longer period is agreed. This notice shall be given either in person or sent certified/return receipt U. S. Mail to the address on file in the employee's HR file, and shall be deemed given on the date of mailing.

d. Post-Disciplinary Action Appeal Rights –

1. An employee who receives a Lessor Discipline may appeal that Lessor Discipline to the General Manager by filing a letter within seven (7) business days of receipt of the final order of discipline. If an employee files an appeal, the suspension will be held in abeyance until after the appeal process has been completed. The decision of the General Manager or designee shall be final and is not subject to mediation or arbitration.
2. An employee who receives a Major Discipline shall have the right to appeal such action pursuant to the provisions as stated below:
 - i. Mediation: Not later than seven (7) business days after the decision letter is issued, an employee may request mediation in writing to the Human Resources Manager. Mediation shall only occur if both parties agree to participate. If Mediation is agreed to, the District's Human Resources Manager will contact the California State Mediation Conciliation Services to arrange for mediation. As soon as practicable, or as otherwise agreed to by

the parties, a mediator shall hear the disciplinary appeal. The mediation process and any opinion expressed by the mediator shall be informal, confidential, and shall be considered advisory. Any cost for the mediator will be shared equally by the parties.

- ii. Binding Arbitration: If the final notice of disciplinary action for a Major Discipline, as defined in this Article, is not satisfactorily resolved following mediation, or if mediation is not agreed to by the parties, then not later than seven (7) business days after the mediation meeting or the date of notice that mediation is not agreed to, the Union may request an appeal to an arbitrator. Requests for arbitration must be requested in writing to the Human Resources Manager. An arbitrator shall be selected by mutual agreement between the parties. Should the parties fail to agree upon an arbitrator within a reasonable period, they shall jointly request a list of seven (7) qualified arbitrators from the American Arbitration Association. The parties shall each alternately strike names until one (1) name remains. The party that strikes the first name from the list of arbitrators shall be determined by a toss of a coin.
 - a. The arbitrator's decision shall be in writing and shall be final and binding on the District and the employee.
 - b. All fees and costs of the American Arbitration Association and arbitrator, including the cost of a court reporter, if the arbitrator desires one, shall be shared equally between the parties to the arbitration. Each party shall bear their own attorney's/representative's and consultant's fees, and costs incurred.
 - c. Both the employee and their designated Union representative shall be given time off without loss of pay or benefits to participate in an arbitration hearing. Witnesses called to provide testimony at arbitration shall not suffer loss of pay or benefits for time spent at a hearing held pursuant to this MOU. The number of witnesses requested shall be reasonable. The scheduling of witnesses shall be coordinated in advance of the hearing, whenever possible.
 - d. In the arbitration of any dispute involving disciplinary action, the arbitrator may affirm, modify, or set aside the order of disciplinary action imposed by the District.
 - e. Discipline arbitration hearings will not be open to the public.

6. Miscellaneous

- a. Any party to the discipline/arbitration process may obtain information in the possession of or which may reasonably be obtained by the other party or their representative, except for any material that at the District's discretion must, in the public interest, be kept confidential.
- b. Time deadlines for appeals are jurisdictional if an appeal at any stage is not filed within the required time period, all further appeal steps are waived. The parties may mutually agree, in writing, to extend any discipline timelines.

**ARTICLE XIX
MISCELLANEOUS**

1. Outside Employment: It is the general policy of the District to discourage employees of the District from accepting employment from any other party. It is recognized by the District that in certain circumstances outside employment may not conflict with any interest of the District. Those employees wishing to work outside jobs or to hold employment with other parties while employed by the District will submit written requests for approval to the General Manager and request the District's approval prior to performing such work. No outside work shall be performed by a District employee without prior written approval of the General Manager.


2. 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 by the first full paycheck of the employee's date of hire and annually thereafter.

Boots must meet applicable OSHA standards for the duties assigned.

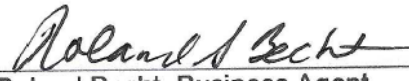
3. Labor Management Meetings: The parties agree to meet upon request of either party to discuss issues concerning labor/management relations.

ARTICLE XX
TERM

The term of this Memorandum of Understanding shall be from July 1, 2021 through December 31, 2023.



Jennifer Hanson,
General Manager
Nevada Irrigation District



Roland Becht, Business Agent,
American Federation of State, County
and Municipal Employees, Council 57

SUPERVISOR UNIT

Supervisor Unit Job Classifications

Assistant Maintenance Superintendent – Vegetation Control
Assistant Water Superintendent
Construction Inspection Supervisor
Customer Service Administrator
Electrical Systems Superintendent
Equipment Mechanic Supervisor
Hydroelectric Generation Superintendent
Hydroelectric Generation Supervisor
Hydroelectric Maintenance Superintendent
Hydroelectric Maintenance Supervisor
Land Surveyor
Maintenance Superintendent
Maintenance Supervisor
Purchasing Supervisor
Recreation Facility Superintendent
Senior Administrative Analyst
Senior Engineer (Registered)
Senior Right of Way Agent
Supervising Electrical Systems Technician
Supervising Mechanical / Civil Foreman
Supervising Operator
Treated Water Superintendent
Water Distribution Supervisor
Water Resources Superintendent
Water Superintendent
Water Treatment Supervisor

**SIDE LETTER AGREEMENT BETWEEN
NEVADA IRRIGATION DISTRICT AND
ALL FIELD UNIT EMPLOYEES REPRESENTED BY AMERICAN FEDERATION of STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, LOCAL 146, AFL-CIO, ALL SUPERVISOR UNIT EMPLOYEES REPRESENTED BY
AMERICAN FEDERATION of STATE, COUNTY, AND MUNICIPAL EMPLOYEES, LOCAL 146, AFL-CIO, AND
ALL OFFICE UNIT EMPLOYEES REPRESENTED BY AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, LOCAL 146, AFL-CIO**

1. This Side Letter Agreement is between the Nevada Irrigation District (hereafter referred to as the District) and all Field Unit Employees represented by American Federation of State, County, and Municipal Employees, Local 146, AFL-CIO, all Supervisory Unit Employees represented by American Federation of State, County, and Municipal Employees, Local 146, AFL-CIO, and all Office Unit Employees represented by American Federation of State, County, and Municipal Employees, Local 146, AFL-CIO (hereafter referred to as the Union).
2. The District and the Union have three existing Memorandum of Understandings (MOUs) that expire December 31, 2023.
3. The intent of this Side Letter Agreement is to revise Article XIII.5.C. as follows:

Eligible employees hired prior to October 27, 2021, waiving District medical coverage will receive a monthly contribution via payroll equivalent to fifty percent (50%) of the employee plus one dependent premium of the Anthem Blue Cross Select HMO- Region 1 plan.

Eligible employees hired October 27, 2021 or later, waiving District medical coverage will receive a monthly contribution via payroll equivalent to fifty percent (50%) of the employee only premium of the Anthem Blue Cross Select HMO- Region 1 plan.

4. The terms and conditions set forth in this Side Letter Agreement have been mutually agreed upon by the designated bargaining representatives of the District and the Union, and will apply to all employees covered by the three MOUs between the District and the Union. All other terms and conditions remain unchanged.
5. This Side Letter is subject to ratification by the Union membership and the Nevada Irrigation District Board of Directors. Upon ratification and adoption, this Side Letter will amend the three MOUs between the District and the Union.

[Handwritten signature]
10/27/21

Roland Becht
10/19/21

For the District



Jennifer Hanson
General Manager

10/27/2021

For the Union

Roland Becht 10/19/21

Roland Becht, Business Agent
American Federation of State, County, and
Municipal Employees, Council 57

SIDE LETTER AGREEMENT BETWEEN
NEVADA IRRIGATION DISTRICT AND

ALL FIELD UNIT EMPLOYEES REPRESENTED BY AMERICAN FEDERATION of STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 146, AFL-CIO, ALL SUPERVISOR UNIT EMPLOYEES REPRESENTED BY AMERICAN FEDERATION of STATE, COUNTY, AND MUNICIPAL EMPLOYEES LOCAL 146, AFL-CIO, AND ALL OFFICE UNIT EMPLOYEES REPRESENTED BY AMERICAN FEDERATION of STATE, COUNTY, AND MUNICIPAL EMPLOYEES, LOCAL 146, AFL-CIO

1. This Side Letter Agreement is between the Nevada Irrigation District (hereafter referred to as the District) and all Field Unit Employees represented by American Federation of State, County, and Municipal Employees, Local 146, AFL-CIO, all Supervisory Unit Employees represented by American Federation of State, County, and Municipal Employees, Local 146, AFL-CIO, and all Office Unit Employees represented by American Federation of State, County, and Municipal Employees, Local 146, AFL-CIO (hereafter referred to as the Union).
2. The District and the Union have three existing Memorandum of Understandings (MOUs) that expire December 31, 2023.
3. The intent of this Side Letter Agreement is to revise Exhibit A to add new job classifications as approved by the Board of Directors.
4. The terms and conditions set forth in this Side Letter Agreement have been mutually agreed upon by the designated bargaining representatives of the District and the Union, and will apply to all employees covered by the three MOUs between the District and the Union. All other terms and conditions remain unchanged.
5. This Side Letter is subject to ratification by the Union membership and the Nevada Irrigation District Board of Directors. Upon ratification and adoption, this Side Letter will amend the three MOUs between the District and the Union.

For the District



Jennifer Hanson
General Manager

5/16/22

(date)

For the Union



Ronald Slaven, Union Representative
American Federation of State, County, and
Municipal Employees, Council 57

5/12/22

(date)