

MEMORANDUM OF UNDERSTANDING

between

Nevada Irrigation District

and

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

July 1, 2017 – June 30, 2020



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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 ORGANIZATIONS

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 Office 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 his 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 his/her supervisor, leave his/her work station during working hours for reasonable periods to investigate pending grievances and to present said grievances to representatives of the District. No steward shall leave his/her job site without first obtaining the permission of his/her supervisor, which permission may be withheld by the supervisor if, at the sole discretion of the supervisor, his/her 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 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 Office unit hires 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

EMPLOYEE STATUS

1. A "Regular Employee" is an employee who has completed his/her probationary period and fills a regularly established classification.
2. There are three (3) specific designations that define a "Probationary Employee." The following definitions explain the different types of probationary employees.
 - a. A "Probationary Employee" is defined as a newly hired employee in a classification that has been regularly established.
 - b. A "Promotional Probationary Employee" is defined as an employee promoted into a new classification that is at least five percent (5%) above the salary range of their current classification.
 - c. A "Transferred Probationary Employee" is an employee who voluntarily transfers into a regularly established classification that is not within his or her job series.

A promoted or transferred employee, including probationary employees, retains all rights as established in Article IV, Section 4.d.

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

A non-probationary employee who already has completed his or her initial six-month probationary period, and successfully bids on an open position, will be required to complete a new 90-day probationary period in the new position. If such employee has more than five years of service with the District, the employee will be entitled to return to his or her former position during the 90-day probationary period, as provided in Article IV, section 4.d.

In the case of a new outside hire, upon completion of six (6) months' continuous service with the District, a probationary employee will be given the status of a regular employee. During this probationary period, the employee may be terminated without cause, and his/her termination will not be subject to the Grievance or Discipline Procedures. 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.

3. 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.
4. 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 12 consecutive months. After 12 consecutive months have passed, a brief written explanation for the extension will be provided by the District

ARTICLE III

SALARY AND OTHER COMPENSATION

1. Classifications and Wage Rates: A current list of Office 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 Office 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. Annual Review: Review of the status of all employees for salary and job classifications at grades below the top grade of a salary range will be made annually. After employees reach the top grade of the salary range, reviews shall be made every two years, unless the employee requests an annual review.

The employee may write a response that will be attached to the review and included in the personnel file.

4. 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 his/her current rate of pay, whichever is greater, for each day so worked. Employees will not be required to assume supervisory responsibilities for less than forty (40) consecutive hours.

When an employee is temporarily required to work in a classification that is not a supervisory role but is higher than his/her regular classification for work performed of four (4) hours or more in any one day, the employee will be paid as set forth in section 5 herein.

- 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.

5. 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 his/her 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.
6. Temporary Work in a Lower Classification: When an employee is temporarily required to work in a classification lower than his/her regular classification, his/her rate of pay shall not be reduced.
7. 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.

8. 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 \$76.95 per normal workday and \$115.44 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;
- To be reachable by telephone;
- To remain within a reasonable distance of the work location; and
- To 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).

9. Market Adjustment: Effective the first full pay period in January 2018, all current employee wage rates as set forth in Exhibit A will be increased by two percent (2.0%).
10. Designated Consumer Price Index: The parties agree that the Consumer Price Index for all urban consumers (CPI-U), San Francisco-Oakland-San Jose category, published by the U.S. Bureau of Labor Statistics, shall be the basis for all salary increases that are tied to Consumer Price Indexes.

When a salary increase is to be based on the CPI-U, the salary ranges for classifications represented by this MOU shall be adjusted by the percentage of year-to-year change in the CPI-U, San Francisco-Oakland-San Jose category, reported for the previous twelve (12) months August to August, rounded to the nearest one-tenth of one percent (1/10%).

11. Cost of Living Adjustment:
Effective the first full pay period in January 2018, 2019, and 2020, employees shall receive a cost of living adjustment (COLA) in accordance with Section 10 above, and such COLA will not be less than one and a half (1.5%) percent and not more than a three and one-half (3.5%) percent increase. Exhibit A will be updated on or about January of each year to include the new COLA.
12. Compensation Survey
Not later than sixty (60) calendar days after this MOU is ratified by the District's Board of Directors and executed by the parties, the District will initiate efforts to retain a suitable consultant to perform a compensation survey designed to compare the wage rates and benefits (i.e. total compensation) paid by the District to its employees represented by the Union with wage rates and benefits paid by reasonably comparable irrigation districts or similar agencies - that operate under similar circumstances as the District - for the same or comparable work. The District will consider input from the Union as to proposed comparable agencies and why the Union believes they are comparable. The decision as to which agencies will be deemed comparable will be made by the District with input from the consultant. The District will require that the survey be completed by the end of the first quarter of 2019. The results of the survey will be communicated to the Union. It is understood and agreed that the survey results will be considered by the parties in negotiations for a new MOU, but any changes to wage rates or benefits will be the result of negotiations between the parties, and will not be dictated by the salary survey. The parties will be free to consider all pertinent factors in negotiating compensation and benefits.

ARTICLE IV

PROMOTION AND TRANSFER PROCEDURES

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 promoting an employee in the Department to a higher position for which the employee is qualified when the Department's budget so permits. A "promotion" means an employee is moving up in a job title series (such as Equipment Manager I to Equipment Manager II) within his or her department, while a "transfer" means an employee is taking a position in another department and/or job title series. In the case of a promotion, the hiring Department manager has sole discretion to promote an employee into a higher classification within the job title series 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

- 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 he or she 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. Two of the members shall be 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.
- d. An internal applicant selected for a position for promotion or transfer who has at least five (5) years of service with the District and whose performance in the new position shows an inability to fulfill the duties of the position, shall within ninety (90) days of their promotion or transfer be entitled to return to their former position and pay. During that 90 days their former position may be filled by a temporary worker or other resource as determined by the Department manager. The Department manager, may at their sole discretion decide to extend the probationary period, but no more than a total of six (6) months. In such a case, the decision to extend the probationary period shall be communicated in writing to the employee.

ARTICLE V

LAYOFF AND DISPLACEMENT (BUMPING) RIGHTS

1. Policy: At any time, if the District determines that one or more positions 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 no less than two (2) weeks' notice upon a final determination by the Board.
3. Classification Definition: Classification is defined as a job title. For this article only, job titles with I/II/III and/or senior designations will be considered one (1) classification for purposes of seniority.
4. Order of Layoff: The order of layoff shall be by inverse seniority within the below indicated groupings. Seniority is defined as length of service within a classification within a designated department. Layoffs shall be by group in the following order:
 - a. Temporary Employees
 - b. Probationary Employees
 - c. Part-time Regular Employees
 - d. Full-time Regular Employees

If there are two (2) or more employees to be laid off who have identical seniority in a group, the order of layoff shall be by total length of continuous District service. In case of a tie, a random selection will be made by lot (e.g., names out of a hat, etc.).

5. Layoff or Displacement Options: An employee notified of layoff or displacement must elect one (1) of the following
 - a. Layoff
 - b. Displace (bump) another employee, if applicable (see Section 7)
 - c. Request in writing to be placed in any open position for which the employee meets the minimum qualifications. (see Section 8)

If an employee is unable to displace (bump) another employee or was not placed in an open position, the employee will be laid off.

6. Displacement Rights (Bumping)
 - a. Full-time regular employees who are designated to be laid off or displaced (bumped) shall have the right to return to a formerly held regular position within their current department, provided they meet the current minimum job qualifications and have

greater seniority within the job classification. If two (2) or more employees have identical seniority, overall seniority with the District will be the tie breaker. In case of a tie in overall seniority, a random selection will be made by lot (e.g., names out of a hat, etc.).

- b. If an eliminated position is reestablished within two (2) years, the displaced employee retains first return rights to the reestablished position. Recalled employees will be restored to their seniority date and accrual rate at the time of the layoff.

7. Placement in an Open Position

- a. Open positions will be made available to any employee notified of layoff prior to filling the position in another manner. The employee will have 7 days to accept or reject the position. If two (2) or more employees facing layoff request the same open position, the employee with overall District seniority will be placed in the position. In case of a tie, a random selection will be made by lot (e.g., names out of a hat, etc.).
- b. Should the employee be placed in an open position, a 90 day probationary period will be served. 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 his/her displacement rights as provided in 6(b) above.

ARTICLE VI

VACATION

1. Accrual

- a. Each full-time employee, beginning after their first (1st) six (6) months of continuous service with the District will receive vacation with pay in accordance with the following schedule and will continue to accrue vacation with pay.

Years of Service	Accrued Hours per Pay Period	Max Accrued Days	Max Accrued Hours
0-4	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

Each part-time employee will accrue vacation using the following formula.

(Hours worked per pay period divided by 80 hours per pay period) x (Accrued Hours per Pay Period) = number of accrued hours per pay period.

- b. Employees who reach their maximum vacation accrual shall not accrue additional days until vacation is used. In the event work requirements prohibit employees from using vacation, the General Manager may authorize the employee to retain those days. This review is 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. The District will not require an employee to take vacation in lieu of sick leave or leave of absence on account of illness.
- b. 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 be compensated for the holiday.

- c. Employees should submit written requests for vacations to their Department Manager, or his/her designee, at least one week prior to the requested vacation and in compliance with the Department's workload scheduling procedures. 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.
- d. Regular employees whose employment with the district is terminated for any reason will, at the time of termination, receive any unused vacation pay previously earned.
- e. Newly hired probationary employees shall not accrue vacation pay during the probationary period; however, if a probationary employee shall become a regular employee of the District, after six (6) months of employment with the District, the period which the employee occupied probationary status shall be included in calculating his/her entitlement to vacation with pay.
- f. Employees who are on a leave of absence without pay will not accrue vacation leave.

ARTICLE VII

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, or any relative or ward residing in the same house.
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 supervisor may require a doctor's certificate, and 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 out on a medical or personal leave of absence and are on a leave of absence without pay with the District 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 for any unused accrued sick leave upon the termination of an employee for cause.

ARTICLE VIII

LEAVE OF ABSENCE AND OTHER LEAVES

1. General: Leave of Absence without pay may occur when an employee is unable to report to work for very substantial reasons AND vacation or sick leave is inappropriate or unavailable. A Department Manager may grant a leave without pay in writing for any amount of time up to sixty (60) days. Leave without pay is for the purpose of short-term absences from work. More than sixty (60) days in such status will require a request in writing for approval by the General Manager.
2. Criteria: A leave of absence may be granted to regular employees by the General Manager in his/her discretion, provided satisfactory arrangements can be made to perform the employee's duties during this period without undue interference with the normal routine work.
3. Duration: The leave will be specified in writing and will commence on and include the first workday on which the employee is absent and terminate with and include the workday preceding the day the employee returns to work.
4. 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. All applications for leave of absence shall be made in writing.
5. Accruals While on Leave: An employee's sick leave, CalPERS service credits, seniority, and vacation will not accrue while on leave of absence without pay. However, an employee's status as a regular employee will not be impaired by such leave of absence.
6. Absent Without Leave (AWOL): If an employee fails to return immediately upon the expiration of the leave of absence, fails to report to their work site, and has not notified their direct supervisor, the employee shall be considered absent without leave (AWOL). If an employee is absent without leave for three (3) consecutive workdays, such an employee shall be considered to have voluntarily resigned. 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.
7. Leave of Absence Without Pay: The following conditions should be considered in each application for leave of absence without pay:

- a. The purpose of leave of absence without pay should be limited to necessary absences, such as family or health emergencies. (Refer to the Family Care and Medical Leave policy)
 - b. Leave of absence without pay is not a substitute for vacation.
 - c. The employee's performance and attendance records should be indicators for approval or disapproval.
 - d. Any leave of absence without pay will be authorized in writing only at the convenience of the authorizing department; workload, seasonal demands, and staffing levels must be considered.
8. Jury Duty: A regular employee who is summoned for jury duty and is thus unable to perform his/her regular duties will be given a leave of absence with pay for the duration of his/her jury duty, provided that he/she:
- a. Returns to work upon his/her dismissal each day, unless the hours spent at jury duty, including travel time, exceed the actual work day, and
 - b. Completes his/her normal workday, and
 - c. Turns 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.
9. 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, 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 step-parent 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 IX

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.
2. Definition - Continuous service with the District will start with the date of employment and will consist of the period of employment. Continuous service will be broken upon separation of employment.
3. 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.
4. Rehired Employees - Previous employees who are rehired will have their employment service records restored to include previous earned length of service, after completion of their probationary period.

ARTICLE X

HOURS AND OVERTIME

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

2. Alternative Schedules: An employee may work an alternative work schedule with the written permission of the employees Department Manager. The alternative work schedule may be ended by the Department Manager and the employees 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. Work hours for 9/80, 4/10s, and 3/12 (as described below) will be between 6:30 a.m. and 5:30 p.m. with a half-hour or hour lunch. Starting and ending times, as well as lunch periods, will be at the discretion of the Department Manager.
 - b. The District will pay 5% night shift differential for all hours worked between 6pm and 6am for employees regularly assigned to the night shift work schedule.
 - c. The Department Manager or his/her 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 period.</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 work day 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>

3. Full Time Employment: All regular employees will receive full time employment for each workweek employed, provided they report to duty in accordance with the policy, terms and conditions established by the District, and are capable of performing their work. This is not to be interpreted that the District does not have the right to layoff or release employees on account of lack of work or other valid reason.
4. Overtime Definition: Overtime is defined as
 - a. Time worked in excess of forty (40) hours in a workweek, unless an alternate work week is established in accordance with section 2,
 - b. Time worked in excess of eight (8) hours on a scheduled workday, unless an alternate work week is established in accordance with section 2,
 - c. Time worked on a non-scheduled workday,

- d. Time worked outside of regular hours on a workday, for those periods and under those conditions specified in paragraphs 7 and 8 hereafter, and
 - 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 their 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 6 b 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 (1 ½) times the regular straight time rate, or b) Compensatory Time Off (CTO) at one and one-half (1 ½) times the hours worked, at the request of the employee.
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. 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 the CTO bank at any one time. The employee will be compensated with pay for any overtime worked when his/her 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. 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 his/her CTO hours, in his/her CTO bank. The maximum amount of CTO hours that can be rolled over into the next fiscal year will be sixty (60). The employee shall be paid for any remaining CTO hours that are not rolled over.
 - b. Pay Option: An employee may cash out all or a portion of his/her CTO hours, in his/her CTO bank, during the last full payroll period in June and the last full payroll period in December. In addition, at the sole discretion of the General Manager, the General Manager may, at any time during the fiscal year, authorize a CTO cash payout to an employee experiencing a severe financial hardship.

13. Flextime: With the prior approval of the Department Manager, 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 hours will not be considered overtime.

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

ARTICLE XI

HOLIDAYS

Regular employees will receive a maximum annual allowance of 104 holiday hours.

1. Regular and probationary employees will receive the following observed holidays off with pay at a rate of eight (8) hours per holiday:

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

The above holidays shall fall on the days specified in State or Federal law.

2. Regular and Probationary employees will receive an additional sixteen (16) hours of floating holiday pay per calendar year:
 - a. Holiday time will consist of an 8 hour day. Work schedules at the time the holidays identified in paragraph 1 will require the use of floating holiday to make up the balance in the event of alternate schedules.
 - b. If not used or needed for purposes of paragraph 3.a) above the remaining eight (8) hours may be used in minimum increments of one (1) hour at the employees discretion with prior approval of their Department Manager.

Unused holiday hours will not be paid upon separation from the District nor will they be carried over from calendar year to calendar year.

3. Part-time employees shall be eligible for paid District-observed legal holidays and floating holiday hours, which will coincide with the number of work hours scheduled. Upon completion of the probationary period, regular part-time employees shall be eligible for any unused annual floating holiday hours.
4. Definition of Actual Holidays: Any of the above holidays that fall on a workday in the basic workweek, or the true calendar date.
5. Definition of Observed Holidays: When any of the above holidays fall on a Sunday, the Monday following will be observed as a holiday. When any of the above holidays fall on a Saturday, the Friday preceding shall be observed as a holiday.

6. Holiday Work: Employees may be required to work on holidays that fall on their workdays, in which event any such employee shall, in addition to the holiday pay, be compensated at the overtime rate of pay for all time worked on such days, or have the day added to the vacation time.

If any of the above holidays fall on a Saturday or Sunday (Observed Holiday in effect) and on a regular workday for the employee, the Actual Holiday will be treated as a holiday worked. If the employee works both the Observed Holiday and the Actual Holiday they are only entitled to treat one of those days as a Holiday Worked.

7. Weekday Holidays and Days Off: When any of the above holidays fall during the period of Monday through Friday, but the day which the holiday occurs upon is 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) added to Vacation time.
8. Holiday Hours Converted to Vacation Time: Any holiday hours converted to vacation time will be counted as holiday hours received for purposes of the maximum annual allowance of 104 hours.

ARTICLE XII

BENEFITS

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 any plan 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 \$8,720.00 for “employee plus dependent coverage” and, \$4,720.00 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:
 - (i) HRA contributions to the individual’s account will cease, and
 - (ii) 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 sixty (60) months from the date of the last HRA contribution or it is forfeited.
- g. Regular Employees: Beginning January 1, 2018, the District will make monthly contributions to an eligible employee HRA accounts as follows:
 - (i) The amount equal to the monthly contribution in the previous year for the purchase of the “employee only” Bay Area PERSChoice premium, except that in plan year 2018 only, the monthly contribution in the previous year for the purchase of the “employee only” Anthem Blue Cross Select HMO – Bay Area; plus,
 - (ii) 75% of the increase between the previous year monthly premium to the current year monthly premium (at the “employee only” Bay Area PERSChoice PPO rate) except that in plan year 2018 only, the employee only Anthem Blue Cross Select HMO – Bay Area rate shall be used; plus,

- (iii) \$850.00 to offset dependent premiums, out-of-pocket expenses, deductibles, etc. except that in plan year 2018 only, the amount will be \$450.00 for employee only, \$1,000.00 for employee plus one dependent, and \$1,100.00 for employee plus family.
 - (iv) For benefits plan year 2018 only, eligible employees waiving District medical coverage will receive a monthly, post-tax contribution via payroll equivalent to (50%) of the employee plus one dependent premium of the Anthem Blue Cross Select HMO – Bay Area plan.
- h. Newly Hired Regular Employees: The District will fund individual newly-hired regular employees’ HRA accounts as follows:
- (i) Individual accounts will be set up for each “newly-hired regular employee” upon their successful completion of probation.
 - (ii) Newly hired regular employees will be eligible for an additional 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:
 - (aa) Upon the establishment of each individual account, a one-time District contribution of \$1,000.00 will be made; PLUS
 - (bb) The number of eligible months times the amount identified in paragraph 4(g)(i), and 4(g)(ii) for those eligible months preceding the completion of the probationary period; PLUS
 - (cc) The number of eligible months times \$850.00 to offset dependent premiums, out-of-pocket expenses, deductibles, etc.; LESS
 - (dd) Any premiums paid directly by the District to CalPERS on behalf of the employee for dependent care coverage during the employee’s probationary period.
 - (ee) In no event will the newly hired regular employee’s total initial contribution exceed \$4,720.00 for any employee who has “employee only” coverage.

BENEFITS FOR RETIREES FROM NEVADA IRRIGATION DISTRICT

5. This section applies to employees hired prior to May 10, 2012, who are eligible for District paid group insurance plan coverage and who separate their employment with the District after January 1, 2009 and before the close of business on June 30, 2014. Receipt of retiree benefits is available only to employees who are working for the Nevada Irrigation District at the time of retirement and begin receiving (PERS) pension benefits within 120 days of separation from the District. Retirees may choose any plan offered to employees, and any additional costs for premium shall be borne by the retiree.
 - a. The District will pay, directly to CalPERS, the minimum monthly premium contribution required by CalPERS for the retiree only; and
 - b. HRA contributions to that individual's account in the amount of the retiree premium at the CalPERS Choice Bay Area Rate minus the direct minimum contribution to PERS.
 - c. The individual will retain the ability to draw on their HRA account; and,
 - d. Individuals who retire from the District and convert their coverage from "employee plus one dependent" to "employee only" will retain their account balance, even if the balance exceeds the cap for "employee only".

6. Retirement Health and Pension Benefits for Employees Hired before May 10, 2012:

This section applies to employees hired prior to May 10, 2012 and who are eligible for District paid group insurance plan coverage. Receipt of retiree benefits is available only to employees who are working for the Nevada Irrigation District at the time of retirement and begin receiving (PERS) pension benefits within 120 days of separation from the District. Retirees may choose any plan offered to employees, and any additional cost for premium shall be borne by the retiree.

 - a. Retiree Medical and Health Reimbursement Account: The District will contribute to medical coverage for the employee only, under the plans and coverage available.
 - (i) Direct Contribution: The District will pay, directly to CalPERS, the minimum monthly premium contribution required by CalPERS for the retiree only; and,
 - (ii) Retiree HRA Plan: The District will make monthly contributions to the retiree's individual HRA account according to the vesting schedule in paragraph 6(b). Retired employees will retain the ability to draw on their HRA account and claim reimbursement for qualifying medical expenses for themselves and their eligible dependents.

b. HRA Vesting Schedule:

Employees with ten (10) years of continuous service with the District and who are at least 55 years of age will receive a District contribution in the amount of the cost of the employee only medical premium at the PERS Choice Bay Area rate, in place at the time the employee retires, minus the minimum contribution paid directly to CalPERS, as a monthly contribution to the retiree's HRA.

c. Retirement Pension Benefits for Employees Hired before May 10, 2012:

(i) The District is a participant in the California Public Employees' Retirement Plan, currently CalPERS 2.5 % @ 55 retirement plan. One-year Final Compensation (1 yr. FAC).

(ii) Employees will pay one hundred percent (100%) of the employee contribution, which is 8% of base salary.

7. Retirement Health and Pension Benefits for Employees Hired on or after May 10, 2012 and "Classic" CalPERS Members hired on or after January 1, 2013:

This section applies to employees who are eligible for District paid group insurance plan coverage, hired on or after May 10, 2012 through December 31, 2012, and eligible employees hired on or after January 1, 2013 that are considered "Classic" Members as defined by CalPERS. Receipt of retiree benefits is available only to employees who are working for the Nevada Irrigation District at the time of retirement and begin receiving (PERS) pension benefits within 120 days of separation from the District. Retirees may choose any plan offered to employees, and any additional cost for premium shall be borne by the retiree.

a. The District is a participant in the California Public Employees' Retirement Plan. Effective May 10, 2012, the retirement benefit for all newly hired employees will be the CalPERS 2.0 % @ 55 retirement plan, three-year Final Compensation (3 yr. FAC).

b. Employees will pay one hundred percent (100%) of the employee contribution, which is 7% of base salary.

c. Employees shall receive retiree health benefits as follows:

(i) The District will pay the eligible retiree's minimum contribution for the retiree's medical premium directly to CalPERS in accordance with PERS regulations; and

(ii) The District will make monthly contributions to the eligible retiree's

HRA in accordance with the Vesting Schedule in paragraph 7(d).

d. HRA Vesting Schedule:

Employees with ten (10) years of continuous service with the District and who are at least 55 years of age will receive a District contribution in the amount of 25% of the cost of the employee only medical premium at the PERS Choice Bay Area rate, in place at the time the employee retires, minus the minimum contribution paid directly to CalPERS, as a monthly contribution to the retiree's HRA.

- (i) Eligible employees shall earn an additional 2.5% for each subsequent year of service with the District.
- (ii) The maximum District contribution will be achieved in the 20th year of continuous service and equal 50% of the premium in place at the time the employee retires, minus the minimum contribution paid directly to CalPERS.

8. Retirement Health and Pension Benefits for Employees Hired on or after January 1, 2013:

This section applies to employees hired on or after January 1, 2013 and who are eligible for District paid group insurance plan coverage. Receipt of retiree benefits is available only to employees who are working for the Nevada Irrigation District at the time of retirement and begin receiving (PERS) pension benefits within 120 days of separation from the District. Retirees may choose any plan offered to employees, and any additional cost for premium shall be borne by the retiree.

- a. The District is a participant in the California Public Employees' Retirement Plan. Effective January 1, 2013, the retirement benefit for all newly hired employees will be the CalPERS 2.0 % @ 62 retirement plan, three-year Final Compensation (3 yr. FAC).
- b. Employees will pay one hundred percent (100%) of the employee contribution, which is 6.75% of base salary.
- c. Employees shall receive retiree health benefits as follows:
 - (i) The District will pay the eligible retiree's minimum contribution for the retiree's medical premium directly to CalPERS in accordance with PERS regulations; and
 - (ii) The District will make monthly contributions to the eligible retiree's HRA in accordance with the Vesting Schedule in paragraph 8(d).

- d. HRA Vesting Schedule:
 - (i) Employees with ten (10) years of continuous service with the District and who are at least 55 years of age will receive a District contribution in the amount of 25% of the cost of the employee only medical premium at the PERS Choice Bay Area rate, in place at the time the employee retires, minus the minimum contribution paid directly to CalPERS, as a monthly contribution to the retiree's HRA.
 - (ii) Eligible employees shall earn an additional 2.5% for each subsequent year of service with the District.
 - (iii) The maximum District contribution will be achieved in the 20th year of continuous service and equal 50% of the premium in place at the time the employee retires, minus the minimum contribution paid directly to CalPERS.
- 9. Individuals who retire from the District and convert their coverage from "employee plus dependent" to "employee only" will retain their account balance, even if the balance exceeds the cap from "employee only."
- 10. In all cases, retirees who are eligible for Medicare will only be permitted to participate in District sponsored health insurance plans as retirees only if their participation in District plans is secondary to Medicare coverage.
- 11. At least ninety (90) days prior to the planned retirement date, notification of the intent of the employee should be given in writing to the District.
- 12. Any balance in an HRA account at the time of death of the retiree must be used by the retiree's eligible dependents within sixty (60) months from the date of the last HRA contribution, or it is forfeited.
- 13. The District's contract with CalPERS includes Section 21023.5 Public Service Credit for Peace Corps or AmeriCorps: VISTA Service; and Section 21024 Military Service Credit as Public Service. The cost of these service credits will be borne by the employee.

OTHER BENEFITS

- 14. Life Insurance for Active and Retired Employees: The District's group life insurance plan includes coverage at two times (2X) the employee's current annual base salary for all active employees at no cost to the employee. Future retirees up to age 65 will receive coverage at \$50,000 at no cost to the retiree. 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. The District agrees to offer an optional supplemental life plan for employees and dependents, at the employee's expense. This plan will be available only if 25 percent (25%) of the District's employees enroll in the plan. The District agrees to offer an optional supplemental life plan for employees and dependents, at the employee's expense. This plan will be available only if 25 percent (25%) of the District's employees enroll in the plan.

15. 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.
16. 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.
17. Dental Plan: The District will contribute 100% of premiums for dental insurance coverage for employees and their eligible dependents.
18. Vision Plan: The District will contribute 100% of premiums for vision insurance coverage for employees and their eligible dependents.
19. IRS 125 Flexible Spending Plan: The District provides an IRS 125 Flexible Spending Plan for employees in order to pay for other insurance, childcare, etc. The District offers training related to the flexible spending plan. An employee can contribute up to the maximum amount allowed by law.
20. Employee Assistance Program: The District provides an independently administered Employee Assistance Program. Educational materials will be provided to employees explaining the program and periodic reminders about the program will be provided by the District.
21. Part-Time Employees: Part-time employees will not receive dental, vision, or long-term disability benefits. Health and HRA benefits 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.

22. Disability Insurance: The District will continue to provide long term disability coverage. The District will contribute 100% for premiums for such coverage for employees. The District also agrees to offer a short term disability plan for employees, at a cost to employees of half the premium. This plan will be available only if 25 percent (25%) of the District's employees enroll in the plan.
23. Air Ambulance: The District agrees to provide air ambulance coverage. The District will pay 100% of the annual membership cost for employees and families.

ARTICLE XIII

GRIEVANCE PROCEDURE

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 any other conditions of employment. 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 his/her choice, or the employee may represent him/herself 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 twenty-one (21) 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 not later than fourteen (14) calendar days after the supervisor's written reply at the informal level it may be presented in writing to the Department Manager. The grievance shall set forth the alleged facts or circumstances giving rise to the grievance; the applicable section of the Agreement, and any other conditions of employment 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 grievance at his/her level. The Department Manager shall respond to the grievant 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 not later than fourteen (14) calendar days after the Department Manager's written reply it may be presented in writing to the General Manager. The General Manager 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 his/her level. The General Manager 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), then not later than fourteen (14) calendar days after the General Manager's written reply mediation may be requested in writing to the Human Resources Manager. 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 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), then not later than fourteen (14) calendar days after the mediation meeting, arbitration may 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.

- 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.

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. The parties may mutually agree, in writing, to extend any grievance timelines.
- d. Upon resolution of any formal grievance, the employee, his/her designated representative and the Union shall be given written notice of the terms of the resolution within twenty-eight (28) calendar days.

ARTICLE XIV

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 XV

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 take the lowest appropriate level of action warranted by the employee's performance, behavior and/or actions.

Disciplinary action should have the purpose of teaching and goal setting for the employee. The goal is not to punish an employee, but to train and coach them to be an effective employee of the District.

2. Just Cause for Disciplinary Action
 - a. 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

3. Types of Disciplinary Action

a. Not subject to arbitration:

Suspensions of less than three (3) days are not subject to arbitration, however, they may be appealed to the General Manager by filing a letter within fourteen (14) calendar 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.

b. Subject to arbitration / Other disciplinary actions:

An employee subject to suspensions of three (3) or more days, demotion, reduction in pay, termination, or any other loss of property right due to discipline may appeal such actions to arbitration.

4. Employee Rights During Fact Finding: 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 he/she is required to attend.

5. Progressive Discipline

a. First Offense – Verbal Warning

When a violation of District rules and/or standards of conduct occurs, a meeting will be scheduled with the employee to advise him or her of a violation. During the meeting, the supervisor will provide an explanation of, and ensure an understanding of, the rule and/or standard of conduct. The supervisor will also verbally warn the employee of the consequences of repeated and/or future violation of the rule and/or standard of conduct. A written record of the verbal warning (i.e., date, time, place and circumstance) is recommended, but will not be placed in the employee's official personnel file.

b. Second Offense –Letter of Reprimand

An employee will receive a Letter of Reprimand for a violation of District rules and/or standards of conduct. In addition to stating the violation, the reprimand will 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 subject of the Letter of Reprimand. Suspensions shall be removed from the employee's personnel file after two (2) years from the date of suspension, provided there has been no recurrence of the conduct forming the subject of the suspension.

c. Pre-Disciplinary Due Process (Skelly Hearing Process)

i. If the District's investigation indicates that formal disciplinary action is warranted, the employee shall be notified in writing of the District's intent to take 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 fourteen (14) calendar days after receipt of the Notice of Proposed Disciplinary Action to respond either in person or 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 his/her pre-disciplinary due process rights (Skelly Hearing), the Department Manager shall issue a final decision letter which may uphold, modify, or rescind the letter of intended disciplinary action. Such letter shall be issued within fourteen (14) calendar 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 the employee receives the notice.

d. Appeal Rights –

Should the District's decision be to impose disciplinary action for just cause, the employee shall have the right to appeal such action pursuant to the provisions as stated below:

- i. Mediation: If the parties are unable to reach a mutually satisfactory resolution at the Skelly Hearing, then not later than fourteen (14) calendar days after the final order of discipline is issued, mediation may be requested in writing to the Human Resources Manager. Mediation shall only occur if both parties agree to participate. In the absence of such an agreement, the appeal shall proceed directly to binding arbitration as set forth in (d)(ii) below. 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 is not satisfactorily resolved following mediation, then not later than fourteen (14) calendar days after the mediation meeting, arbitration may 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 Office 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. An employee shall be free to request and designate a 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.
- b. 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.
- c. The parties may mutually agree, in writing, to extend any discipline timelines.

ARTICLE XVI

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 within two (2) weeks 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 XVII


TERM

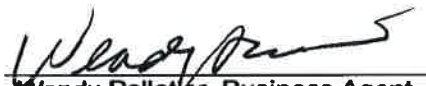
Term and Reopener: The term of this Memorandum of Understanding shall be from the date of ratification by the Board of Directors of the Nevada Irrigation District up to and including June 30, 2020; provided however that either party may reopen this MOU for the limited purpose of negotiating with respect to any aspect of the Health Reimbursement Arrangement (June 30, the terms of which are set forth in Article XII. A party wishing to reopen the MOU for this purpose must serve written notice of reopening on the other party not later than sixty (60) days prior to June 30, 2018.

Signed this 8th day of December, 2017


Remleh Scherzinger, MBA, PE
General Manager
Nevada Irrigation District


Chris Ribble, Chapter President
American Federation of State, County
and Municipal Employees, Local 146
AFL-CIO


Ken Hart, Chapter Vice-President
American Federation of State, County
and Municipal Employees, Local 146
AFL-CIO


Wendy Pelletier, Business Agent,
American Federation of State, County
and Municipal Employees, Council 57


Desiree Ince, Office Unit Representative

OFFICE UNIT

Exhibit A – Wage Schedule And Office Unit Job Classifications

CLASSIFICATIONS

Business Services Technician I
Business Services Technician II
Buyer
Cashier
Customer Service Representative I
Customer Service Representative II
Dispatcher I
Dispatcher II
Engineering Technician I [Drafting]
Engineering Technician II [Drafting]
Engineering Technician I [Encroachment]
Engineering Technician II [Encroachment]
Finance Assistant I
Finance Assistant II
GIS Technician I
GIS Technician II
Hydroelectric Compliance Technician I
Hydroelectric Compliance Technician II
Management Assistant
Office Assistant I
Office Assistant II
Operations Technician I
Operations Technician II
Recreation Assistant I
Recreation Assistant II
Right of Way Agent I
Right of Way Agent II
Safety Technician I
Safety Technician II
Senior Customer Service Representative
Senior Engineering Technician [Drafting]
Senior Engineering Technician [Encroachment]
Senior Operations Technician
Water Efficiency Technician I
Water Efficiency Technician II

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

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

Both the District and the Union agree to amend the following provisions of Article XII, Section 4 of the MOU so that they read as follows:

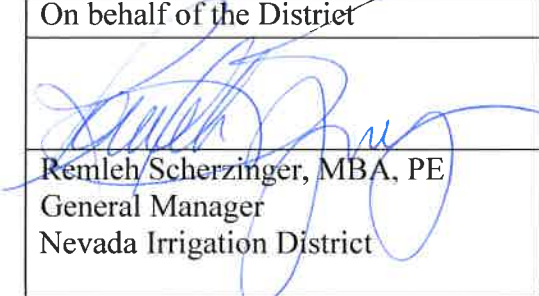
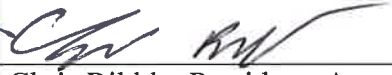

4. Health Reimbursement Arrangement for Active Employees:

- g. Regular Employees: Beginning January 1, 2018, the District will make monthly contributions to eligible employee HRA accounts as follows:
 - (i) The amount equal to the monthly contribution in the previous year for the purchase of the “employee only” Anthem Blue Cross Select HMO-Bay Area premium; plus,
 - (ii) 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-Bay Area premium; plus,
 - (iii) To offset dependent premiums, out-of-pocket expenses, deductibles, etc. in plan years 2019 and 2020, the amount will be \$472.50 for employee only coverage, \$1,050.00 for employee plus one dependent coverage, and \$1,155.00 for employee plus family coverage.
 - (iv) For benefits plan years 2018, 2019 and 2020, eligible employees waiving District medical coverage will receive a monthly, post-tax contribution via payroll equivalent to (50%) of the employee plus one dependent premium of the Anthem Blue Cross Select HMO-Bay Area plan.

- h. Newly Hired Regular Employees: The District will fund individual newly-hired regular employees’ HRA accounts as follows:
 - (i) Individual accounts will be set up for each “newly-hired regular employee” upon their successful completion of probation.

- (ii) Newly hired regular employees who will be eligible for an additional one-time lump sum contribution on the first day of the month following the successful completion of their probationary period as follows:
 - (aa) Upon the establishment of each individual account, a one-time District contribution of \$1,000.00 will be made;
 - (bb) In no event will the total initial contribution exceed \$4,720.00.

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

On behalf of the District	On behalf of the Union
 Remleh Scherzinger, MBA, PE General Manager Nevada Irrigation District	 Chris Ribble, President, American Federation of State, County and Municipal Employees, Local 146 AFL-CIO
	
	Desiree Ince, Office Unit Representative, American Federation of State, County and Municipal Employees, Local 146 AFL-CIO

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

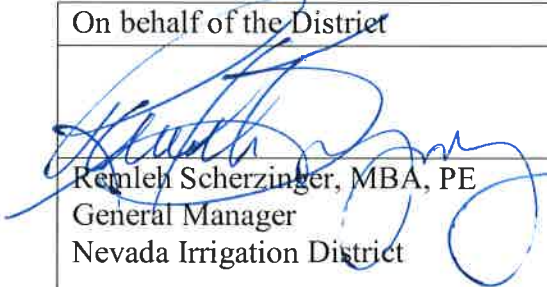

This Side Letter is to memorialize an agreement between the Nevada Irrigation District (“District”) and the American Federal of State, County and Municipal Employees, Local 146, AFL-CIO (“Union”) and reflects agreed upon changes, corrections or clarifications to the Memorandum of Understanding between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

Both the District and the Union agree to amend the following provision of Article X, Section 12.b. of the MOU so that it reads as follows:

12. Rollover/Pay Option:

b. Pay Option: An employee may cash out all or a portion of his/her CTO hours, in his/her CTO bank, during the last full payroll period in June and either the first pay date in December or 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.

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

On behalf of the District	On behalf of the Union
 Remleh Scherzinger, MBA, PE General Manager Nevada Irrigation District	 Desiree Ince, President, American Federation of State, County and Municipal Employees, Local 146 AFL-CIO

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

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

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

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

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

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

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

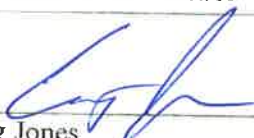
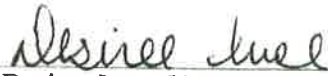
Article XII, Section 4.g.(iii) of the MOU will be amended to include reference to plan years 2019, 2020 and 2021.


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

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

On behalf of the District	On behalf of the Union
	
Greg Jones Interim General Manager Nevada Irrigation District	Desiree Ince, Chapter President, American Federation of State, County and Municipal Employees, Local 146 AFL-CIO
Dated: 9/24/20	Dated: 8/20/2020

On behalf of the Union

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