

M E M O R A N D U M

TO: Board of Trustees

THROUGH: Kent L. Walrack
District General Manager

FROM: Heidi White
District Clerk

SUBJECT: **PUBLIC HEARING:** Board of Trustees Consideration to Approve the Proposed One-Year Extension of the Collective Bargaining Agreements with the Operating Engineers Local Union No. 3, Skilled Workforce Bargaining Unit, Supervisors Bargaining Unit, and the Superintendents' Bargaining Unit. (for possible action)
Reference: Nevada Revised Statutes 288.153

DATE: December 11, 2024

Required Public Hearing Script for Board Chair

On December 11, 2024, the Board of Trustees will hold a public hearing on the above subject matter. Following is an outline for the public hearing:

1. Board Chair Schmitz will ask the Board for a motion and a second to officially open the public hearing.
2. Board Chair Schmitz will call for the question and the Board will take a vote to open the public hearing.
3. Once the public hearing is open, Board Chair Schmitz will state that the District is holding a public hearing as required by the Nevada Revised Statutes.
4. Board Chair Schmitz will state the comments made during the public hearing are governed by the Chair and Board Chair Schmitz should state the rules she wants to use.
5. Board Chair Schmitz will then ask for public comment on the rates as included in the Board packet.
6. The duration of the public hearing is at the Board's discretion.

7. After all public comments have been made, a Board member will need to make a motion to close the public hearing, which will need a second, and then Board Chair Schmitz will call for the question and a vote will be taken on this motion.
8. Following the closing of the public hearing, the item is agendaized for action so Board Chair Schmitz will ask for a motion and that motion might be “I move that the Board of Trustees accept all three (3) bargaining unit letters as provided in this Board packet”.

NRS 288.153 Agreement must be approved at public hearing; publication of documents and materials by governing body; report of fiscal impact of agreement.

1. Any new, extended or modified collective bargaining agreement or similar agreement between a local government employer and an employee organization must be approved by the governing body of the local government employer at a public hearing.

2. Not less than 3 business days before the date of the hearing, the governing body shall cause the following documents to be posted and made available for downloading on the Internet website of the local government or, if the local government does not have such a website, deposited with the clerk of the governing body:

(a) The proposed agreement and any exhibits or other attachments to the proposed agreement;

(b) If the proposed agreement is a modification of a previous agreement, a document showing any language added to or deleted from the previous agreement; and

(c) Any supporting material prepared for the governing body and relating to the fiscal impact of the agreement.

3. Any document deposited with the clerk of the governing body pursuant to subsection 2 is a public record and must be open for public inspection pursuant to [NRS 239.010](#).

4. At the hearing, the chief executive officer of the local government shall report to the governing body of the local government the fiscal impact of the agreement.

(Added to NRS by [2009, 2359](#); A [2015, 329](#))

MEMORANDUM

TO: Board of Trustees

FROM: Erin Feore, Director of Human Resources

THROUGH: Kent Walrack, District General Manager

SUBJECT: Review, Discuss, and Possibly Approve the Proposed One-Year Extension of the Operating Engineers Local Union No. 3, for three (3) Bargaining Units through and including June 30, 2025.

NRS STATUTE REFERENCE: NRS 288.153

DATE: December 3, 2024

I. RECOMMENDATION

The Board of Trustees review, discuss and approve the Union contract extensions for the Skilled Labor, Supervisory and Superintendent contracts.

II. BACKGROUND

In August, 2023, the Union requested and the Board approved a contract for a one year extension for the Skilled Labor, Supervisory and Superintendent bargaining agreements; this extended the contract to June 30, 2024.

On April 10, 2024, the Board approved the letter of engagement for labor and employment legal services with Kamer Zuker Abbott law firm. Following this approval, the District management began working with Attorney Scott Abbott to strategize upcoming negotiations.

On June 6, 2024, the District management team with its labor negotiator, Mr. Abbott, began discussions with the represented group and Business Agent from Operating Engineers Local 3. Between June 6th and November 19th, the District and Union met four separate times to negotiate the three bargaining agreements (skilled labor, supervisory and superintendent). Following the November 19th

meeting, the Business Agent notified the District of its request to extend the contract to June 30, 2025, with the following considerations:

- Recognition of 2024 COLA increase of 3.5%
- Recognition of Juneteenth as a paid holiday
- Eight (8) hours of Inclement Weather pay (use it or lose it)

III. FINANCIAL IMPACT AND BUDGET

The requests for all three benefits can be fully absorbed within the existing budgeted amounts for each operating division.

IV. ALTERNATIVES

If the Board does not approve the extension, it could direct staff to reopen negotiations.

VI. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

Approval of the one (1) year extension for the Skilled Labor agreement; and
Approval of the one (1) year extension for the Supervisory Labor agreement; and
Approval of the one (1) year extension for the Superintendent Labor agreement

VII. ATTACHMENTS

1. One (1) Year Extension Request – All Units – with Proposed Changes
2. IVGID Signed – Contract Extension Approval – All Units – 8.9.23
3. Non-Supervisory MOU 7.1.20 – 6.30.23 – Fully Executed
4. Supervisory Unit MOU 2020-2023 – fully executed
5. Superintendent Unit MOU 7.1.20 – 6.30.23 – Fully Executed



To: Erin Feore

11/15/2024

Subject: contract Extension of all three units collective Bargaining Agreement.

1. Proposal for 1 year extension with 3.5% COLA as stated in the current CBA CPI-W all cities March to March 2024 retro to July 1, 2024.

2. The addition of Juneteenth to the holidays observed.

3. 8-hour inclement weather and road closure bank.

Ralph R Handel

PE Business Representative

1290 Corporate Blvd

Reno, NV 89502

Cell: (775) 276-2232

Office: (775)857-4440

rhandel@oe3.org





~Public Employee Division~

1-775-857-4440 (O) ~ 1-775-276-2232(C)

rhandel@oe3.org
dgallagher@oe3.org

November 19, 2024

VIA Email: [Erin Feore \(ekf@ivgid.org\)](mailto:Erin.Feore@ivgid.org)

Human Resources Manager
Erin Feore
893 Southwood Blvd,
Incline Village, NV 89451

RE: OE3 Skilled workforce BARGAINING UNIT
request to extend contract for 1 year with current CPI language.

Director Erin Feore

The Union, on behalf of the Skilled workforce employed by IVGID is prepared to extend the current contract for a period of 1 year. The extension would end on June 30, 2025. All aspects of the CBA will remain in full force and effect with the addition of Juneteenth holiday.

If you have any questions please contact
Ralph Handel, Business Representative at 1-775-276-2232.

Sincerely,

Ralph Handel
Business Representative
Operating Engineers Local Union No. 3
1290 Corporate Blvd
Reno, NV 89502

CC: Dylan Gallagher, District Representative
Gening Liao, House Council



~Public Employee Division~

1-775-857-4440 (O) ~ 1-775-276-2232(C)

rhandel@oe3.org
dgallagher@oe3.org

November 19, 2024

VIA Email: [Erin Feore \(ekf@ivgid.org\)](mailto:Erin_Feore@ivgid.org)

Human Resources Manager
Erin Feore
893 Southwood Blvd,
Incline Village, NV 89451

RE: OE3 Supervisors BARGAINING UNIT
request to extend contract for 1 year with current CPI language.

Director Erin Feore

The Union, on behalf of the Supervisors employed by IVGID is prepared to extend the current contract for a period of 1 year. The extension would end on June 30, 2025. All aspects of the CBA will remain in full force and effect with the addition of Juneteenth holiday.

If you have any questions please contact
Ralph Handel, Business Representative at 1-775-276-2232.

Sincerely,

Ralph Handel

Ralph Handel
Business Representative
Operating Engineers Local Union No. 3
1290 Corporate Blvd
Reno, NV 89502

CC: Dylan Gallagher, District Representative
Gening Liao, House Council



~Public Employee Division~

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rhandel@oe3.org
dgallagher@oe3.org

November 19, 2024

VIA Email: [Erin Feore \(ekf@ivgid.org\)](mailto:Erin.Feore@ivgid.org)

Human Resources Manager
Erin Feore
893 Southwood Blvd,
Incline Village, NV 89451

RE: OE3 SUPERINTENDENTS' BARGAINING UNIT
request to extend contract for 1 year with current CPI language.

Director Erin Feore

The Union, on behalf of the SUPERINTENDENT employed by IVGID is prepared to extend the current contract for a period of 1 year. The extension would end on June 30, 2025. All aspects of the CBA will remain in full force and effect with the addition of Juneteenth holiday.

If you have any questions please contact
Ralph Handel, Business Representative at 1-775-276-2232.

Sincerely,

Ralph Handel

Ralph Handel
Business Representative
Operating Engineers Local Union No. 3
1290 Corporate Blvd
Reno, NV 89502

CC: Dylan Gallagher, District Representative
Gening Liao, House Council



~Public Employee Division~
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rhandel@oe3.org
sfullerton@oe3.org

July 31 2023

VIA Email: Erin Feore (ekf@ivgid.org)

Human Resources Director
Erin Feore
893 Southwood Blvd
Incline Village, NV 89451

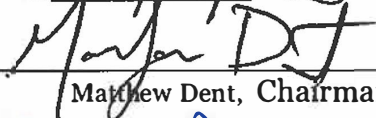
RE: **Memorandum of Agreement** extension to June 30, 2024 between Incline Village General Improvement District and Operating Engineers Local 3 Public Works Operations & Maintenance & Skilled Trades

Mrs. Feore

The Union, on behalf of its Public Works Operations & Maintenance & Skilled Trades employed by **Incline Village General Improvement District** agree to a 1-year extension of the current CBA and a 4.5% COLA retroactive to July 1 2023 based on the language in the CBA.

Incline Village General Improvement District

Date: 08/09/2023


Matthew Dent, Chairman


Dave Noble, Secretary


Mike Bandelin Interim General Manager


Joshua Nelson Legal Counsel

Operating Engineers Local 3

Date: _____

Tim Neep Director of Public Employees

Scott Fullerton District Representative

Ralph Handel Business Representative PE



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rhandel@oe3.org
sfullerton@oe3.org

July 31 2023

VIA Email: Erin Feore (ekf@ivgid.org)

Human Resources Manager
Erin Feore
893 Southwood Blvd
Incline Village, NV 89451

RE: **Memorandum of Agreement** extension to June 30, 2024 between Incline Village General Improvement District and Operating Engineers Local 3 SUPERVISOR' S bargaining unit

Mrs. Feore

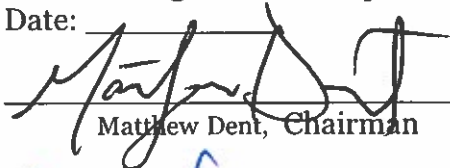
The Union, on behalf of its SUPERVISOR' S bargaining unit employed by **Incline Village General Improvement District** agree to a 1-year extension and a 4.5% COLA retroactive to July 1, 2023 based on the language of the current CBA.

Incline Village General Improvement District

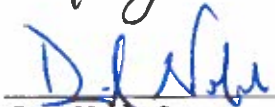
Operating Engineers Local 3

Date: _____

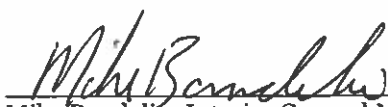
Date: _____


Matthew Dent, Chairman

Tim Neep, Director of Public Employees


Dave Noble, Secretary

Scott Fullerton, District Representative


Mike Bandelm, Interim General Manager

Ralph Handel, Business Representative PE


Joshua Nelson, Legal Counsel



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rhandel@oe3.org
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July 31 2023 .

VIA Email: Erin Feore (ekf@ivgid.org)


Human Resources Manager
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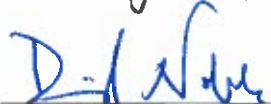
RE: **Memorandum of Agreement** extension to June 30, 2024 between Incline Village General Improvement District and Operating Engineers Local 3 Superintendent bargaining unit

Mrs. Feore

The Union, on behalf of its Superintendent bargaining unit employed by **Incline Village General Improvement District** agree to a 1-year extension and a 4.5% COLA retroactive to July 1, 2023 based on the language of the current CBA.

Incline Village General Improvement District
Date: _____


Matthew Dent, Chairman


Dave Noble, Secretary


Mike Bandelin, Interim General Manager


Joshua Nelson, Legal Counsel

Operating Engineers Local 3
Date: _____

Tim Neep, Director of Public Employees

Scott Fullerton, District Representative

Ralph Handel, Business Representative PE

MEMORANDUM OF UNDERSTANDING

BETWEEN AND FOR

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

AND THE

OPERATING ENGINEERS LOCAL UNION NO. 3

Public Works Operations & Maintenance & Skilled Trades

July 1, 2020 through and including June 30, 2023

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THIS AGREEMENT is by and between INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT, hereinafter called the "Employer," and OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO, hereinafter called the "Union."

WITNESSETH

WHEREAS, the Employer desires to enter into an Agreement in order to assist the Employer to obtain competent and efficient Employees to stabilize conditions of employment, and to foster and maintain harmonious relationships between Employer and its Employees.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. RECOGNITION

1.1 Employer recognized the Union as the sole and exclusive agent of its full-time permanent trades and maintenance employees in the utility, fleet and buildings divisions, Finance/Accounting Department, Information Technology Department (IT) excluding all supervisory personnel, and excluding all temporary, part-time, and seasonal personnel.

2. SUBORDINATION

2.1 It is understood that Employer is a quasi-municipal corporation organized under the provisions of NRS Chapter 318. This Agreement is subject to any applicable provisions of Nevada laws that govern general improvement districts. Any provision of this Agreement in conflict with the laws governing general improvement districts shall be considered null and void.

3. NON-DISCRIMINATION

3.1 No Employee shall be discriminated against by the Employer, the Union, or the Employees because of sex, race, color, religion, age, disability, sexual orientation, or national origin.

4. SHIFTS HOURS OVERTIME AND WORKING CONDITIONS

4.1 A shift shall be defined as forty (40) hours comprised of from eight to ten hours per day consecutively totaling forty hours. By mutual agreement, the Employee may work a different schedule provided the total hours shall not exceed forty (40) hours in any scheduled work week. In the event the starting time is changed for temporary purposes or an emergency that arises, the employer does not need to notify the Union if the temporary changes are less than ten (10) days in duration and no more than thirty (30) days accumulated for the year. The Employer will notify the Union if the starting times are changed for any reason other than temporary purposes and if there is any disagreement, it shall be subject to the Grievance Procedure of this Agreement.

4.2 All authorized overtime in excess of the scheduled day shift as defined above in Section 4.1, or forty (40) hours in any one week, shall be paid at the rate of time and one-half (1-1/2) and shall be calculated on an hourly basis, with the exception of the holidays set forth in Section 5 of this Agreement. Overtime is paid in 15 minute increments.

4.3 Employees not paid when laid off or discharged will be paid for waiting time as per State law.

4.4 The Employer shall furnish uniforms, rain gear, boots and hip boots for the following public works divisions: Public Works Administration, Compliance, Buildings, Fleet, Pipeline and Treatment, which employees shall wear during working hours. Employees shall be responsible for keeping uniforms clean and neat. Upon termination, employees shall return all gear issued to them to the Employer. Employees shall receive \$630.00 towards a clothing allowance per fiscal year.

4.5 All employees covered by this MOU will be entitled to all applicable contagious disease control shots, if so desired, at no cost to the Employee.

4.6 Employer will endeavor to distribute the overtime equally.

4.7 If the Employee is in a higher classification and is required to work on snow removal, Employee shall be paid in his higher classification.

4.8 If an Employee is required to return to work outside his regularly scheduled work period, Employee shall be paid for a minimum of two (2) hours. If there is such a requirement more than once in any eight consecutive hours, only the first such "call-out" shall be for the minimum of two hours, all others shall be at the actual time required. All such time shall be paid at one and one half (1-1/2) times the regular hourly rate of the Employee. Time shall be computed from the time the Employee leaves their place of residence until their return to that place of residence, unless for any reason part of the time is spent in personal pursuits, and in such cases that time spent in those personal endeavors would be deducted.

4.9 An Employee shall be compensated for a minimum of two (2) hours if Employee reports for work at the designated time the work shift commences and if Employee is ready, able, and willing to begin their work shift. The Employer must notify the Employee at least one (1) hour prior to the commencement of the work shift if conditions are such that no work will be required that day. It will be the Employee's responsibility to provide a telephone

number to the District which will be the only one used to notify the Employee that no work will be performed during that work shift.

4.10 Certain personnel may be assigned standby duty and shall be compensated at the following rates, per day:

Effective July 1, 2017 Employees assigned Standby and Snow Watch shall be compensated as the following rates, per day:

4.11 ON CALL:

"On-Call" Employees. All Pipeline Division, Treatment Plant Division, Water Treatment Plant, Water Distribution, Certified Grade I or higher Operators, shall be assigned "ON CALL" status. Employees designated as "ON CALL" shall use their best effort to respond to the lower Sweetwater shop, Treatment Plant, Burnt Cedar Plant or site of emergency within thirty (30) minutes regardless of weather conditions. "ON CALL" personnel will be provided a District vehicle. There shall be one member of the Pipeline Division and one member of the Treatment Division "ON CALL" 24 hours a day, 7 days per week, outside of regular business hours, on a rotating basis. When an employee is assigned "ON CALL", an employee may arrange for a qualified substitute employee, acceptable to the Employer, to fill the assignment. The "ON CALL" employee who is responsible for "ON CALL" duty will notify employer and gain approval of this substitution in advance.

On Call Pay:	\$ 61.87	Weekdays (Mon. _ Fri.)
On Call Pay:	\$ 118.12	Weekends/ Holidays (Sat. — Sun. and actual holiday)

4.12 ON CALL LODGING:

"ON CALL" personnel will be provided with furnished lodging at no cost to the Employee at the discretion of the Employer. "ON CALL" personnel that do not choose to utilize the Employer provided lodging shall secure their own lodging within the thirty minute (30-minute) response time. Carson City, Carson Valley, Truckee Meadows and Reno are considered outside the thirty-minute response time area. Other areas will be evaluated on a case by case basis to see if they meet the thirty-minute response time area.

4.13 EMERGENCY STANDBY:

At the discretion of the Utilities Superintendent, multiple employees may be put on Emergency Standby in addition to the on call personnel. This could occur when a major event or disaster is occurring, or pending, such as a water or sewer emergency, fire, flood, blizzard etc. When an employee is called in outside of their regular scheduled work day for Emergency Standby, that employee shall be paid from emergency portal to portal pay (i.e. paid for time spent traveling to the emergency from point of departure to work and back) at the appropriate overtime rate and receive the current GSA mileage reimbursement rate for transportation if they use a personal vehicle.

Emergency Standby: \$61.87 Weekdays (Mon. — Fri.)
 Emergency Standby: \$118.12 Weekends/Holidays (Sat. — Sun. and actual holiday)

4.14 LEAD SNOW WATCH:

Lead snow watch entails one member of the Pipeline Division and Treatment Division who is responsible for determining the amount of snow that has fallen, calls the appropriate number of employees to remove the snow, starts the equipment, assigns the duties of the employees and participates in snow removal. This may require moving equipment and employees to different venues. The lead Snow Watch employee will check the quality of the snow removal of all venues and make corrections as needed. The Lead Snow Watch employee will be provided a District vehicle.

Lead Snow Watch: \$61.87 Weekdays (Mon — Fri.)
 Lead Snow Watch: \$118.12 Weekends/Holidays (Sat. — Sun. and actual holiday)

4.15 SNOW WATCH STANDBY:

Snow watch standby shall be assigned and/or delegated by the Utilities Superintendent, based on the reasonable probability of snowfall. When significant snowstorms are probable in the opinion of the Utilities Superintendent or delegate, additional personnel may be put on snow watch standby. Employees are to be fit for duty and ready to work outside their regularly scheduled work period to assist in snow removal or related activities and remain within a reasonable response time. When this occurs, these additional employees shall be paid the Snow Watch Standby pay whether they are required to report to work outside of their regular shift or not. These additional employees are not required to remain within a 30-minute response area of their place of work unless, in the opinion of the Utilities Superintendent, an impending storm may restrict their ability to report to work in a timely manner; therefore the District shall provide appropriate temporary housing and meals for these employees.

Employees assigned to Snow Watch Standby cannot be assigned Emergency Standby or On Call at the same time. Snow Watch Standby employees will be paid from portal to portal outside of their regular scheduled work days, at the appropriate overtime rate (time and one half or double time for holidays) and receive the current GSA mileage reimbursement rate for transportation if they use a personal vehicle and would be paid for time spent traveling from point of departure to work.

Snow Watch Standby Pay: \$16.88 Weekdays (Mon. — Fri.)
 Snow Watch Standby Pay: \$35.12 Weekends/Holidays (Sat. — Sun. and actual holiday)

4.16 ON CALL:

On call pay for the Information and Technology (IT) department is as follows:

On call:	Saturday	\$50.00
On Call:	Sunday	\$50.00
Call Out:	Saturday	\$50.00
Call Out:	Sunday	\$50.00

4.17 Employer will provide Employees with an opportunity to eat a meal and drink a beverage at the work site for each four (4) hours of continuous overtime work. Employer will pay an additional \$20.00 in lieu of a meal break, following NRS statute regarding breaks and meal time, for each four (4) hours of continuous unscheduled / emergency overtime worked. Example: Four (4) hours continuous OT = \$20.00, Eight (8) hours continuous OT = \$20.00 etc. Employee can be reimbursed by either submitting through petty cash or completing a check request through the accounting department.

5. HOLIDAYS

5.1 The following shall be considered as paid holidays under this Agreement and when no work is performed on these days, an Employee shall be paid for their regular scheduled shift at their regular straight-time rate of pay: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Nevada Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. Should any of these holidays fall on Sunday, the following Monday shall be considered the observed paid time off for the holiday. Should any of these holidays fall on Saturday, the preceding Friday shall be considered the observed paid time off for the holiday. In the event there is any work performed on any of the above-mentioned holidays, the Employee shall receive two (2) times the straight time hourly rate for all work performed on the **actual holiday** in addition to the paid holiday.

5.2 The employee is eligible for holiday pay when no work is performed. Employee must work the first regular work day immediately following that holiday unless the Employee shall have been unavailable for work because of: illness or injury sustained by a doctor's certificate showing Employee was unable to work for a period not to exceed thirty (30) days; absence (other than leaves of absence) when authorized by the Employer; and serious illness or death in the Employee's immediate family.

5.3 If a holiday for which pay is due falls during an Employee's scheduled vacation, then the Employee shall take the time off as holiday pay. Example: VVVHV.

6. CERTIFICATION

6.1 Certification shall be required for all Operators other than Operator Trainees based on the requirements contained in current job descriptions.

6.2 Employer shall provide training to all existing and future employees sufficient to qualify Employees to take examinations necessary to achieve the required certifications listed in current job descriptions. Employer, with cooperation of Employee, shall maintain official records. Employer will advance or reimburse Employee for all fees for one test for each

certification, Employer will pay all costs for certificate renewal. Employee time in examinations shall be compensated by Employer as on-duty time. Transportation to and from test sites will be provided compensated by Employer.

6.3 For any Employee hired or transferred into any positions within this bargaining unit, maintenance of all of the certifications required for that position shall be a condition of employment. Any Employee who does not maintain all of the certifications required for that position shall be demoted to a position within the same operating division, for which the Employee has all of the required certifications. Once obtaining all of the required Operator I certifications, any employee who does not maintain all of the required certifications for Operator I, may, at management's discretion, be terminated for cause. Operator Trainees shall obtain all of the required certifications for the Operator I position within (18) eighteen months of the date of hire as a trainee. Failure to achieve all of the certifications within (18) eighteen months may, at management's discretion, be cause for termination.

6.4 Any Employee newly hired or transferred to fill a vacancy in Water/Wastewater Operator position or Collection/ Distribution Operator position, shall be assigned the highest classification for which he or she possesses all of the requirements, including certifications for: Operator in Training (OIT), Operator I, Operator II, Operator III. Upon achieving all of the requirements, including certifications for a higher classification, an Employee shall be automatically promoted to that higher classification, provided that no automatic promotions shall occur above Operator III. The Assistant Water/Wastewater Operator III Supervisor (Water Lead), Assistant Water/Wastewater Operator III Supervisor (Wastewater Lead) and Assistant Collections/Distribution Operator III Supervisor (Lead) positions are promotional positions.

6.5 Certification of Mechanics. Mechanics shall be compensated with an annual bonus at the end of the fiscal year of \$50.00 per certification for the following certifications within their respective job classification so long as those certifications are maintained and current, These certifications are promulgated by the Automotive Service Excellence (ASE) organization and may be subject to change from time to time by that organization or by the Fleet Superintendent. Advancement of Mechanics to higher job classifications shall be on a promotional basis with no automatic promotion for having achieved additional certifications.

Car/Truck Suspension/Steering	Medium/Heavy Truck Air Brake	Car/Light Truck Drive Trains
Car and Light Truck Brakes	Car/Light Truck Engine Repair	Medium/Heavy Truck Drive Train
Medium/Heavy Truck Preventive Maintenance Inspection (PMI)	Medium/Heavy Truck Diesel Engines	Medium/Heavy Truck Electrical/Electronic System

6.6 Certification of Buildings Maintenance Workers. Advancement of Buildings Maintenance Workers shall be on a promotional basis with no automatic promotion available.

6.7 Employees who maintain a Class A or Class B license shall be compensated with an annual bonus at the end of the fiscal year at the following rate. There will be no stacking of bonuses if an individual holds both classes. ,

CLASS A - \$350.00

CLASS B - \$250.00

6.8 Employees who maintain a Confined Space Rescue certificate shall be compensated with an annual bonus of \$200.00 at the end of the fiscal year.

6.9 ALL Personnel in a "Safety Sensitive" position as identified by the 2011 Operations and Safety manual and identified as such in their respective job descriptions and /or classification shall be compensated at the end of the fiscal year with a bonus of \$250.00 for holding a District identified "Safety Sensitive" position. Positions to be added to the current District list are: Assistant Mechanic, Mechanic I, and Mechanic II.

7. SALARIES

7.1 The salary ranges listed in Exhibit A is hereby made part of this Agreement, and shall become effective on July 1, 2020.

7.2 Job classifications shall have the salary grades listed in Exhibit B. The Employer will notify the Union in writing when positions listed in Exhibit B are reclassified.

7.3 Upon commencement of full-time permanent work for Employer, a new Employee shall be paid the minimum of the salary grade. At the Employer's discretion, a new Employee with exceptional experience, capabilities or knowledge may be assigned to a rate above the minimum of the salary grade.

7.4 Employees shall hold probationary status for the first twelve months following appointment. Probationary Employees may be terminated without cause. Satisfactory performance during the probationary period, as determined by the Employee's supervisor through a performance evaluation at the completion of the twelve month interval, shall remove the Employee from probationary status. Any probationary Employee receiving an unsatisfactory evaluation may be terminated.

7.5 Upon movement of an Employee from one job classification to another with a higher salary grade, the Employee will move to the greater of (1) the minimum of the new salary grade or (2) to a rate in the new salary grade that provides a salary increase of at least 5% for an upward movement of one grade or 10% for an upward movement of two grades or more. Upon movement of an Employee from one job classification to another with a lower salary grade, the Employee shall receive the commensurate rate in the new salary grade that the Employee had in the former salary grade. No change in anniversary date shall occur.

7.6 Upon achieving all the required certifications for a position, an Employee shall be paid according to the pay scale for the position. Employees who do not have all of the required certifications for their current position, and Employees in positions that do not have certification requirements, shall only be paid according to the pay scale.

7.7 Salary increase:

1. Effective date of Future Salary Increase:

The salary range listed in Exhibit A is hereby made part of this Agreement, and shall become effective on July 1, 2020

July 1, 2020 COLA increase. Retro to July 1, 2020:

The salary increases will be adjusted upward according to the following annual adjustments: Beginning July 1, 2020. The CPI percentage shall be based upon the actual BLS consumer price indexes Pacific Cities and U.S. City Average in the urban wage earners CPI-W in the chart with March 2020 being the baseline to take effect July 1, 2020, with a floor of 1.0%.

A merit salary increase shall be awarded per the matrix, (Exhibit C) on the employee's annual review date, based on performance.

July 1, 2021 COLA

The salary increases will be adjusted upward according to the following annual adjustments: Beginning July 1, 2021. The CPI percentage shall be based upon the actual BLS consumer price indexes Pacific Cities and U.S. City Average in the urban wage earners CPI-W in the chart with March 2021 being the baseline to take effect July 1, 2021, with a floor of 1.0%.

A merit salary increase shall be awarded per the matrix, (Exhibit C) on the employee's annual review date, based on performance.

July 1, 2022: COLA

The salary increases will be adjusted upward according to the following annual adjustments: Beginning July 1, 2022. The CPI percentage shall be based upon the actual BLS consumer price indexes Pacific Cities and U.S. City Average in the urban wage earners CPI-W in the chart with March 2022 being the baseline to take effect July 1, 2022, with a floor of 1.0%.

A merit salary increase shall be awarded per the matrix, (Exhibit C) on the employee's annual review date, based on performance.

If July 1st falls within the first seven days of the pay period, pay will be effective the current pay period. If July 1st falls within the second week of payroll, the pay will be the first of the following pay period.

Example: June 25th through July 1st the increase would take effect the first day of the current pay period.

Once an employee reaches the maximum annual salary based on current position and grade, the performance increases would be awarded as a lump sum check, calculated by multiplying the employee's maximum annual salary based on current position and grade by the percentage earned from their performance per the matrix.

7.8 It is agreed the Employer and Union shall establish a mutually acceptable criteria for conducting a salary survey for use in a subsequent memorandum of understanding.

7.9 It is agreed the Employer and the Union shall establish a joint Labor Management Committee to further communications and problem solve matters of mutual concern.

7.10 – Parties agree to continue discussion on CPI-Mtn successor in current MOU (CPI-W) and to engage in discussion six months to one year before expiration of current MOU.

8. LAYOFFS

8.1 Union and Employer understand and agree that Employer may institute furloughs in lieu of layoffs when necessary to reduce costs. Such decision shall be a management prerogative and may be implemented by Employer at its discretion. If Employer decides to utilize layoffs, it shall follow the provisions of this MOU - Section 6.

8.2 If the Employer determines that it will be necessary to lay off Employees within the bargaining unit, then whenever possible, the Employer will inform Employees thirty (30) days prior to layoff. Employees will be laid off in reverse order of seniority by classification within the bargaining unit, except in cases where the Employer can clearly demonstrate that the Employee lacks the skills or ability to perform the duties of his position. Employees who have been laid off will be rehired in the reverse order of layoff (i.e last laid off, first rehired).

8.3 Employees in higher classifications within the bargaining unit will be given the opportunity to demote to lower classifications within the bargaining unit for which they are qualified, recognizing the fact that this could result in the layoff of Employees in lower classes because of less seniority.

8.4 An Employee who has been laid off has the right to re-employment for a period of one hundred and eighty (180) days, provided he has the necessary qualifications for the position to be filled.

9. LEAVES

9.1 Vacation leave shall accrue from each Employee's original anniversary date, at the following rates:

9.1.a. For each Employee having less than four full years of continuous service to Employer, the employee will accrue six and two-thirds hours per calendar month of employment. The employee will accrue a maximum of 80 hours annually totaling (2 weeks).

9.1.b. For each Employee having at least four full years, but less than nine full years of continuous service to Employer, the employee will accrue ten hours per calendar month of employment. The employee will accrue a maximum of 120 hours annually totaling 3 weeks.

9.1.c. For each Employee having at least nine full years, but less than fourteen full years of continuous service to Employer, the employee will accrue thirteen and one-third hours per calendar month of employment. The employee will accrue a maximum of 160 hours annually totaling 4 weeks. New Employees hired on or after July 1, 2012 will earn up to a maximum of 4 weeks' vacation.

9.1 d. For each Employee having fourteen or more full years of continuous service to Employer, the employee will accrue sixteen and two-thirds hours per calendar month of employment. The employee will accrue a maximum of 200 hours annually totaling (5 weeks).

9.2 The Employer will entertain requests by eligible Employees as to the time at which their vacations will be scheduled, but vacation schedules must necessarily conform to and not unduly interfere with, the operation schedules of the Employer. Preference will be in order of seniority, based on years of service within the bargaining group, provided the remaining Employees are qualified to do the work. Granted leave shall only be revoked under extreme circumstances and not within one month of its commencement.

9.3 Employees must complete six months of employment to be eligible to take vacation. After six months of service, Employer will compensate Employees for accrued vacation which is unused upon termination, at the employee's current wage rate.

9.4 JURY DUTY:

The District will grant court leave to allow benefited employees to serve as juror or a witness in a court proceeding provided that the employee is not a party to the action. Employees need to provide their supervisors with relevant documents verifying the need for court leave as soon as the need becomes known.

9.4.a Jury Duty Compensation: Subject to the following conditions, eligible employees will receive their regular base rate of pay for those hours spent in court, traveling to and from court when such time occurs during employee's regular scheduled work days and hours of work:

1. Court leave will not result in payment of overtime or be considered as hours worked for purposes of determining eligibility for overtime, unless the court leave is related to the employee's job responsibilities.
2. Upon completion of jury/court/witness service for which the employee received his/her regular pay, the employee will forward any compensation received from the court or other party to the District upon receipt. Employee may keep reimbursements received for out-of-pocket expenses such as meals, mileage, and lodging.
3. An employee will not receive pay for the work time missed if s/he is required to miss work because of court appearances in a matter to which the employee is a party or to serve as a witness for a party who has filed an action against the District or the employee is subpoenaed to appear on a matter unrelated to employment. However, the employee may choose to use his/her vacation.

9.5 Sick leave will accumulate at the rate of eight (8) hours per month, with unlimited accrual. A doctor's certificate may be required by the Employer. Employee will be paid for time off for illness up to the limits of time accumulated. Abuses of sick leave may be subject to disciplinary action. Each Employee having unused sick leave on December 1 of each year shall have the opportunity to "sell" back to the District one-half (1/2) of their unused sick leave balance, up to a maximum of forty-eight (48) hours and shall be compensated at their regular hourly rate for such time. That time so paid shall be deducted from Employee's available accumulated sick leave time. Unused sick leave compensation shall be limited to that time which has accrued in the preceding twelve (12) months. Elimination of the December annual 48-hour sick leave buy back for employees hired after July 1, 2011.

Employees who elect to retire after 20 years of service may elect to receive up to 20% of their accrued sick leave hours; adding 2% additional each year to 25 years (30% after 25 years); and 4% additional year thereafter to a maximum sick leave buyout after 30 years of service of 50% of 960 hours. As an alternative, the Employee may elect to convert their accumulated sick leave hours to a non-interest bearing District account for purpose of paying medical insurance coverage and/or out-of-pocket medical expenses such as deductibles and co-payments at double the rates above, with a maximum of 100% of 960 hours of sick leave.

In the event of a death of a member of the Employee's immediate family, the Employee shall be granted a leave of absence, with pay, for a period of up to forty (40) working hours for final arrangements. For the purposes of this Section, the immediate family shall be defined as those within the 3rd degree of consanguinity or affinity. See Exhibit D for consanguinity and affinity chart. Evidence of death may be required by the Employer.

9.6 Nationwide State or Local Emergency

Should the Federal, State, or Local government declare an emergency requiring the shutdown of nonessential service or the complete shutdown of government for any declared emergency, Employees sent home without pay and without the ability to work from home shall have credited to their leave banks the total accrual for one year added to sick leave and annual leave. These leave banks shall be used to continue normal pay and

benefits until exhausted. Leave banks will begin normal accrual on anniversary of banked leaves.

10. UNION RIGHTS

10.1 A duly authorized representative of the Union may be permitted to talk on the job with Employees subject to this Agreement, for the purpose of ascertaining whether or not this Agreement is being observed by all parties, or in adjusting grievances, and for no other reasons. Union agrees that this privilege shall be so exercised as to not interfere with the work in the departments.

Orientation of new employees: When a new employee who is governed under this Collective bargaining agreement is hired, a meeting with the union's business agent or active job steward shall be scheduled. It is the sole responsibility of the union representatives to schedule such meetings. This meeting will not be longer than 10 minutes and be held the same day as the employee orientation.

10.2 The union shall notify the Employer of the selection of the job steward.

10.3 The job steward shall not stop the Employer's work for any reason, or tell any Employee covered by this Agreement that Employee cannot work on the job.

10.4 It is hereby mutually understood and agreed that no person is authorized to act as or is to be deemed to be an authorized agent of either party to this Agreement unless the party appointing such authorized agent has first notified the other in writing of such appointment and the scope of the authority of such an agent.

10.5 It is hereby agreed and understood that the following persons and no other shall be the authorized agents of the respective parties until further notice as provided in Section 10.4 hereof;

Duly authorized agent of the Union shall be: Business Manager or Business Representative designated by the Business Manager.

Duly authorized agent of the Employer shall be the General Manager, or any other person authorized by Employer to act as his agent whose identity and scope of authority has been made known to the Local Union by written communication from said Employer.

11. DISCIPLINE AND DISCHARGE

The purpose of this article is to provide for an equitable and expeditious manner of the resolution of disputes arising from the imposition of discipline. The tenure and status of every employee is conditioned on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be just cause for disciplinary action. In

addition to the causes set forth in the District personnel policies, discipline may be based upon any of the following grounds:

1. Failure to fully perform required duties.
2. Failure to maintain current certifications required by law and by the Job Description, or a certification not required by law will be required following a reasonable period during which employees may obtain such certification,
3. Insubordination,
4. Abuse of employer policies or rules,
5. Unexcused absences,
6. Misuse or abuse of District property or equipment,
7. Substandard job performance,
8. Commission of a crime involving moral turpitude, and
9. Commission of other acts which are incompatible with service to the public. The examples are not exhaustive and the absence of a specific offense from the list of examples shall not be interpreted to mean that any particular conduct or level of performance does not constitute just cause for disciplinary action.

11.1 Any Employee involved in a discussion with their supervisor or management, who has reason to believe that discipline may result from said discussion, shall have the right to request Employee's Steward or Union Representative be present during the discussion. If the Employee wishes to have Union representation during such discussions, it shall be Employee's responsibility to make such wishes known and the Employer shall make arrangements for the desired representation. The Employer agrees that no Employee will be disciplined or discharged without cause. Disciplinary actions may include written warnings, suspensions without pay, demotion, reduction in salary, and discharge. Disciplinary actions may be taken without prior notice of intent and need not be preceded by lesser forms of discipline.

11.2 NOTICE OF INTENT

11.2.1 Written Notice of Intent to suspend for more than ten (10) working days, demote or discharge, shall be given to the employee, either by delivery of the notice to the employee in person, or by placing the Notice of Intent in the United States mail, first class postage paid, in an envelope addressed to the employee at the employee's last known home address.

11.2.2 Such delivery is conclusively presumed to provide actual notice to the affected employee. It shall be the responsibility of the employee to inform the District in writing of any change in such address. Whether delivery is made in person or by mail, the Notice of Intent shall contain a Statement of Delivery or Mailing indicating the date on which the Notice of Intent was personally delivered or mailed. Such date of delivery or mailing shall be the date of issuance of the Notice of Intent.

11.2.3 The Notice shall inform the employee of:

11.2.4 The charge;

11.2.5 The action intended;

11.2.6 The reasons for the intended action; and,

11.2.7 The effective date of the intended action.

11.2.8 The Notice shall also inform the employee of the right to respond to the Notice of Intent prior to the action being taken, the time limit within which the response should be made, the person to whom the response shall be made, and the response options available to the employee.

11.2.9 A copy of the Notice of Intent will be sent to the Union.

12. EMPLOYEE RESPONSE TO THE NOTICE OF INTENT

12.1 No employee is required to respond to the Notice of Intent. Furthermore, the absence of an employee response does not automatically indicate that the employee agrees with the charges in the Notice, nor does it restrict the employee from grieving any Management action which occurs after the employee's deadline for responding has passed.

12.2 If the Notice is to demote or to suspend the employee for more than ten (10) working days, the employee has the right to respond to the Notice, either orally or in writing. Such response must be received within ten (10) work days from the date of issuance of the Notice of Intent. Late responses need not be considered.

12.3 If the Notice of Intent is to discharge, as an alternative to the oral or written response, the employee may request a meeting with the District. Such response or request for a meeting must be received by the District no later than ten (10) work days from the date of issuance of such Notice of Intent. Such a meeting shall be scheduled within five (5) work days after the request is made. If the employee wishes representation in the meeting, the District shall make arrangement for the employee's representative, if an employee of the District, to be excused from work for the meeting. At the meeting, the employee shall be entitled to give a response, orally or in writing before the District decides on the action to be taken. When the employee is represented by the Union, such response must include any and all facts or defenses known to the employee or to the employee's representative. Late responses need not be considered.

12.4 Verbal and written reprimands shall only be subject to review through Step 4 of the Grievance Procedure and shall not be subject to arbitration or litigation. For any action which is not arbitrable, the affected Employee may prepare a written statement responding to the reprimand and such statement shall be included in the Employee's official personnel file(s) if it is submitted within five (5) calendar days of the final disposition by the General Manager or their designee. Such written responses shall remain in the official personnel file(s) for as long as the reprimand remains in file.

13. INVESTIGATORY LEAVE

13.1 The District may place an employee on investigatory leave without prior notice in order to review or investigate allegations of conduct which, at the District's sole discretion, would warrant relieving the employee immediately from work duties. If upon conclusion of the investigation neither suspension without pay nor discharge is determined by the District to be appropriate, the employee shall be paid for the leave. If, as a result of the investigation, the District determines that the allegations against the employee support discharge, then the investigatory leave period shall be without pay. If, as a result of the investigation, the District determines that the allegations against the employee support a suspension, then the appropriate portion of the investigatory leave period shall be applied to the suspension.

13.2 When an employee is placed on investigatory leave, the Union will be sent a notice of such action.

13.3 Any Employee being suspended, involuntarily demoted or discharged shall not be removed from the payroll or otherwise adversely affected until after the completion of a pre-disciplinary hearing before the Department Head or acting Department Head. The purpose of a pre-disciplinary hearing is for the Employee to respond to the specific charges and present evidence on their behalf. The Employee must be timely notified in writing of the dismissal, involuntary demotion or suspension and the reasons therefore. The Employee shall have the right to be represented at this hearing by a Union Representative. After hearing the evidence presented at the hearing, the Department Head shall render a written decision within five (5) working days. Discipline more severe than that described in the Notice of Intent may not be imposed without the issuance of a further Notice of Intent; however, the District may reduce such discipline without the issuance of a further Notice of Intent. A copy of the decision will be provided to the Union.

13.4 Upon receiving the Department Head's written decision, an Employee who has been suspended, involuntarily demoted or discharged, shall have the right to appeal such decision through the Grievance and Arbitration Procedure of this Agreement, beginning at Step 4.

14. GRIEVANCES

14.1 Except where a remedy is otherwise provided for, any Employee shall have the right to present a grievance arising from his employment in accordance with the rules and regulations of this procedure. A grievance shall be defined as a dispute between the District and the Union arising over the interpretation or application of a specific provision of this Agreement which is not a management right. Grievances as defined above shall be resolved pursuant to this Article.

14.2 All parties so involved must act in good faith and strive for objectivity, while endeavoring to reach a solution at the earliest possible step of the procedure. The aggrieved Employee shall have the assurance that the filing of a grievance will not result in reprisal of any nature. The aggrieved Employee shall have the right to be represented or accompanied by a Representative of the Union at all stages of the grievance procedure.

14.3 Certain time limits in the grievance procedure are designed to quickly settle a grievance. It is realized, however, that on occasion the parties concerned may be unable to comply with the established limitations. In such instances, the limitations may be extended upon the mutual agreement of all parties concerned in writing, in advance of the expiration of the time limits. Deadlines which fall on a District non-business day will automatically be extended to the next business day. A business day is Monday through Friday, excluding observed holidays.

14.4 Failure of the aggrieved Employee to file an appeal within the prescribed time limit for any step of the procedure shall constitute abandonment of the grievance. Employer shall abide by prescribed time limits.

14.5 Any person responsible for conducting any conference, meeting or hearing under the formal grievance procedure shall give due and timely notice to all persons concerned.

14.6 When two or more Employees experience a common grievance, they may initiate a single grievance proceeding. The initial hearing of the grievance shall be by the immediate Supervisor, Manager or Department Head who has the prime responsibility for all of the aggrieved Employees.

14.7 The grievance procedure shall be as follows:

Step 1. When an Employee becomes aware that dissatisfaction exists with their work or work situation, Employee should discuss the matter informally with their immediate supervisor. Initial discussion should be sought by the Employee not later than ten (10) working days after the event giving rise to the grievance occurred, or ten (10) working days after the Employee should have had knowledge of the event, whichever is later. The following provisions relating to formal grievance procedure does not restrict the Employee and Supervisor from seeking advice and counsel from Managers and Department Heads when:

a) Mutually consented to by the Employee and Supervisor.

b) It appears that settlement can be reached at this informal level.

Step 2. The Supervisor will hear the grievance and give their written decision within five (5) working days of the receipt of the formal grievance papers.

Step 3. If the written decision of the Supervisor is unsatisfactory to the Employee, the Employee may request that the grievance be presented to the Department Head for review. This request must be made in writing within five (5) working days of the receipt of the Supervisor's decision. The Department Head will hear the grievance and give their written decision within ten (10) working days of the receipt of the formal grievance papers.

Step 4. If the written decision of the Department Head is unsatisfactory to the

Employee, the Employee may request that the grievance be presented to the General Manager for review. This request must be made in writing within five (5) working days of the receipt of the Department Head's decision. The General Manager will hear the

grievance and give their written decision within ten (10) working days of the receipt of the formal grievance papers.

Step 5. If the written decision of the General Manager is unsatisfactory to the Employee, the Union or Employee within ten (10) working days may request the grievance be advanced to arbitration. The arbitrator list will be requested within one-hundred twenty (120) days and the arbitrator from a list of seven (7) names supplied by the Federal Mediation and Conciliatory Service (FMCS), or another arbitration service mutually agreeable to the Employer and Union. The parties shall select the arbitrator by alternately striking names until one name remains. The Union representative shall strike the first name. The decision of the arbitrator shall be final and binding upon both parties.

14.8 The arbitrator shall have no authority to alter, amend, add to or subtract in any way the terms and conditions of this Agreement. The arbitrator shall confine their decision to a determination of the facts and an interpretation and application of this Agreement. The parties agree to each pay one-half the costs of the arbitrator.

14.9 COMPLAINT RESOLUTION PROCEDURE

14.9.1 TERMS

14.9.2 A complaint is defined as a complaint by an employee or the Union regarding the terms and conditions of an employee's employment which are not subject to the Grievance and Arbitration Procedures.

14.9.3 ADJUSTMENT OF COMPLAINTS

14.9.4 The employee shall attempt to resolve complaints with his/her immediate supervisor as soon as practicable. If the complaint is not resolved through informal discussion, the employee may notify the shop steward. The shop steward shall investigate the complaint and make a report to the Union representative.

14.9.5 When the Union has a complaint or when an Employee's complaint has not been resolved, the Union representative may bring the complaint to the attention of the District. The Union representative and the local Personnel Department will meet to discuss the complaint and to attempt to resolve it.

14.9.6 Informal resolutions, although final, shall not be precedent setting unless otherwise agreed to by the parties. Settlement offers made in this informal process shall not be introduced against a party or in grievances or arbitration.

15. CESSATION OF WORK

15.1 Under no circumstances shall any dispute or disagreement be permitted to cause a cessation of work. Employer hereby declares opposition to lookouts and Union hereby declares opposition to strikes, sympathetic or otherwise, and to stoppage or slowdown of work.

16. HEALTH AND WELFARE

16.1 Employer will provide and pay 100% of the insurance premium costs of medical, hospital, dental, prescription, and vision coverage for employees and dependents of all employees hired prior to or on June 30, 2012. Employees hired on or after July 1, 2012 will pay twenty-five percent (25%) of the cost of dependent coverage. The Employer will provide and pay 100% of insurance premium costs for life, accidental death and dismemberment, short term and disability insurances for the employee for the life of the contract.

16.2 The Employer shall provide a long-term disability plan at no cost to the Employees. The current plan will provide a benefit equal to 66 & 2/3% of monthly salary (not to exceed \$7,500.00 a month) commencing on the ninety-first (91) day of a qualifying disability.

17. PENSION

17.1 Pension benefits, as set forth herein, shall be paid after six (6) months of employment for Employees in the bargaining unit who choose to participate in the Operating Engineers Pension Trust Fund.

17.2 The Employer shall pay into the Operating Engineers Pension Trust Fund an amount equal to thirteen and one-third 13.3% percent of the Employee's gross W2 earnings. This amount includes the contribution to the Union's Retiree's Health Care Trust. (Effective after full ratification date is first payroll after full pay period.)

17.3 All Employees who are enrolled in the union pension system shall continue to be eligible for enrollment in the system, as long as they are full-time Employees of Employer, whether or not they are members of the bargaining unit.

17.4 The Employer shall make the payments provided in Section 17.2 at the times and in the manner provided in the Trust Agreement creating the Pension Trust Fund for Operating Engineers, and is bound by all the terms and conditions thereof and any amendment or amendments thereto. Eligibility of Employees shall be determined by the Trustees of said Trust.

17.5 The Employer shall deduct for union dues and make available an automatic payroll deduction for credit union deposits.

17.6 As an alternative to the Operating Engineers Pension Trust Fund, Employees may elect to enroll in another pension plan available through Employer.

17.7 The District will "match" 100% of an employee's contribution into a deferred compensation plan up to 4% of the employee's annual wages effective August 1, 2005.

Effective July 1, 2017 the contribution rate would increase by 0% totaling 2%

Effective July 1, 2018 the contribution rate would increase by 1% totaling 3% Effective July 1, 2019 the contribution rate would increase by 1% totaling 4%.

18. MANAGEMENT RIGHTS

18.1 Incline Village General Improvement District retains the exclusive right, except as expressly stated herein, to operate and direct the affairs of the District in all its various aspects, including but not limited to, the right to direct the work force; to determine the size of the work force and the number of employees, classifications, qualifications, fitness and positions; to plan, direct and control all the operations and services of the District; to determine the methods, means, and organization by which such operations and services are to be conducted; to assign and transfer employees within its operations; to combine, divide, or reorganize its operations; to assign and schedule work; to establish and enforce reasonable work rules; to hire, promote, demote, suspend, discipline, as a possible alternative to layoffs the right to discuss furlough of employees, discharge or relieve employee's due to lack of work or other legitimate reasons; and to change or eliminate existing methods, equipment operation or department/ facilities.

18.2 Union agrees that Employer shall have complete freedom in questions involving termination of employment, transfer, advancement, and layoffs due to lack of work, except that no Employee shall be discharged for Union activities. Union recognizes and agrees that reprimands, suspensions and discharges of Employees for inefficiency, carelessness or insubordination are necessary and proper to the successful operation of Employer's business.

18.3 Nothing in this Agreement shall be construed as abrogating any rights that either party hereto has under the statutes of the State of Nevada.

19. TERMS OF AGREEMENT

19.1 This Agreement shall become effective on the 1st day of July 2020, and remain in effect through the 30th day of June 2023. This Agreement shall continue in effect from year to year thereafter, unless either of the parties hereto gives notice to the other in writing, pursuant to NRS Chapter 288, in each year during which this Agreement may be automatically renewed, either of a desire to terminate or to modify this Agreement, In the event of such a notice, the parties hereto agree: (1) to meet and confer with the other through their authorized agents for the purpose of negotiating a new Agreement or an Agreement containing the proposed modifications; (2) to notify such State and Federal agencies and boards within the time required by any applicable laws, of the existence of such dispute, provided that no agreement has been reached by that time; and (3) to continue in full force and effect without resorting to strikes or lockout³, all the terms and conditions of the existing Agreement for a period of sixty (60) days after such notice is given to such State or Federal board or agency or until the expiration of the existing Agreement, whichever occurs later.

19.2 Reopener Language: This agreement shall be automatically reopened for all negotiation items beginning with FY2018 (July 1, 2017-June 30, 2020) reported on or about November 1, 2018 in annual audit in the event the revenues to the District's General Fund useable in the year received decline from the total revenues received by the District's General Fund for the previous fiscal year, (audited), by 30% or if the unreserved ending fund balance in the District's General Fund has been budgeted for less than 4% of the actual expenditures from the General fund for the previous fiscal year pursuant to NAC

354.650(1), and the District has fully complied with the provisions of NAC 354.650(1). The parties agree to the above procedures constitute compliance with NRS 288.150.

20. AGREEMENT BINDING UPON PARTIES

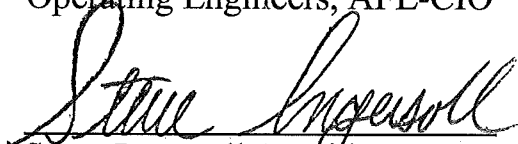
This Agreement shall be binding upon the heirs, executors, administrators, successors, and lessees of the parties hereto. In the event of the reorganization, transfer or change in the method of administering the service provided, the District shall provide the Agreement shall continue in full force and effect with the Union recognized as the proper bargaining representative of the Employees at the facility.

20.1 IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by their respective officers duly authorized to do so this 10 day of March, 2021.

EMPLOYER:
INCLINE VILLAGE
GENERAL IMPROVEMENT
DISTRICT

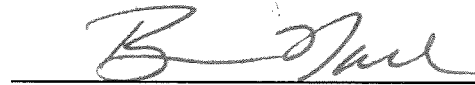
UNION:
OPERATOR ENGINEERS
UNION LOCAL NO. 3
of the International Union of
Operating Engineers, AFL-CIO

Tim Callicrate, Chairman



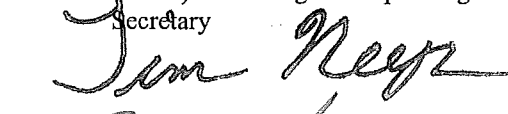
Steve Ingersoll, President

Sara Schmitz, Secretary

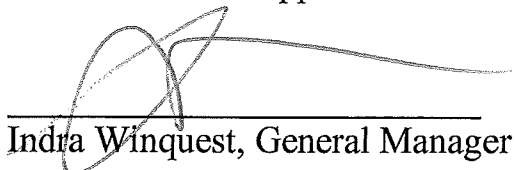


Bruce Noel, Recording Corresponding
Secretary

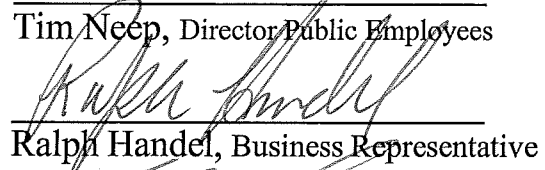
Reviewed and Approved:



Tim Neep, Director Public Employees



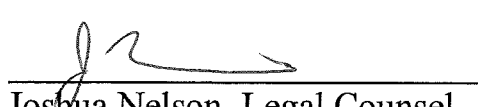
Indra Winqest, General Manager



Ralph Handel, Business Representative




Bob Olsen, Chief Steward



Joshua Nelson, Legal Counsel



Kristine Lebo, Steward



Chris Orton, Steward

EXHIBIT A
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

Union Salary Ranges

Effective July 1, 2020

PAY Scale

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
Union Salary Ranges
Effective July 1, 2020

Uncertified Scale

*Top of Ranges Increased 1.5%
from previous year.
Min to Max 40%*

GRADE	HOURLY			BI-WEEKLY			ANNUAL		
	Minimum	Mid	Max	Minimum	Mid	Max	Minimum	Mid	Max
G3	\$19.91	\$23.89	\$27.87	\$1,593	\$1,911	\$2,230	\$41,410	\$49,692	\$57,974
G4	\$20.92	\$25.11	\$29.29	\$1,674	\$2,009	\$2,343	\$43,521	\$52,225	\$60,929
G5	\$21.97	\$26.36	\$30.75	\$1,757	\$2,109	\$2,460	\$45,692	\$54,831	\$63,969
G6	\$22.72	\$27.27	\$31.81	\$1,818	\$2,181	\$2,545	\$47,261	\$56,713	\$66,165
G7	\$25.22	\$30.27	\$35.31	\$2,018	\$2,421	\$2,825	\$52,463	\$62,956	\$73,449
G8	\$27.64	\$33.17	\$38.70	\$2,212	\$2,654	\$3,096	\$57,500	\$69,000	\$80,500
G9	\$30.16	\$36.19	\$42.22	\$2,413	\$2,895	\$3,378	\$62,733	\$75,279	\$87,826
G10	\$32.62	\$39.14	\$45.66	\$2,609	\$3,131	\$3,653	\$67,845	\$81,414	\$94,983
G11	\$35.08	\$42.10	\$49.12	\$2,807	\$3,368	\$3,929	\$72,972	\$87,567	\$102,161
G12	\$37.57	\$45.08	\$52.60	\$3,006	\$3,607	\$4,208	\$78,145	\$93,773	\$109,402

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
Standard Salary Ranges
Effective July 1, 2020

*Top of Ranges Increased 1.5%
from previous year.
Min to Max 40%*

GRADE	HOURLY			BI-WEEKLY			ANNUAL		
	Minimum	Mid	Max	Minimum	Mid	Max	Minimum	Mid	Max
16	\$18.65	\$22.39	\$26.12	\$1,492	\$1,791	\$2,089	\$38,801	\$46,561	\$54,321
18	\$20.57	\$24.68	\$28.80	\$1,645	\$1,975	\$2,304	\$42,782	\$51,338	\$59,895
20	\$22.67	\$27.20	\$31.74	\$1,814	\$2,176	\$2,539	\$47,155	\$56,586	\$66,017
22	\$25.00	\$30.00	\$35.00	\$2,000	\$2,400	\$2,800	\$51,996	\$62,395	\$72,794
25	\$28.93	\$34.72	\$40.51	\$2,315	\$2,778	\$3,241	\$60,184	\$72,221	\$84,258
26	\$30.38	\$36.46	\$42.54	\$2,431	\$2,917	\$3,403	\$63,200	\$75,840	\$88,480
27	\$31.90	\$38.28	\$44.66	\$2,552	\$3,062	\$3,573	\$66,352	\$79,622	\$92,893
32	\$40.72	\$48.86	\$57.00	\$3,257	\$3,909	\$4,560	\$84,689	\$101,627	\$118,565

EXHIBIT B
JOB CLASSIFICATIONS & GRADES
 IVGID Utilities
 July 1, 2020

Grade	Job Classification
G11	Sr. Electrician/Instrumentation Technician Assistant Water/Wastewater Operator III Supervisor (Water Lead) Assistant Water/Wastewater Operator III Supervisor (Wastewater Lead) Assistant Collections/Distribution Operator III Supervisor Lead
G10	Collections/Distribution Operator III Water/Wastewater Operator III Senior Inspector
G9	Collections/Distribution Operator II Water/Wastewater Operator II Mechanic II Inspector II Electrician/Instrumentation Technician I Utilities Asset Management Technician
G8	Collection/Distribution Operator I Water/Wastewater Operator I Mechanic I Laboratory Analyst I Inspector I Solid Waste & Regulatory Compliance Technician
G7	Meter Reader I Buildings Maintenance III — Electrical Buildings Maintenance III — Finish Carpenter Buildings Maintenance III — Mechanical Technician Inspector I
G6	Buildings Maintenance II Collection/Distribution Operator in Training Water/Wastewater Operator In Training
G5	Buildings Maintenance I Assistant Mechanic
G3	Customer Service Representative

JOB CLASSIFICATIONS & GRADES

IVGID

Finance/Accounting
Information and Technology (IT)

July 1, 2017

Grade	Job Classification
	<u>Finance/Accounting</u>
16	Administration Technician
18	Accounts Payable Technician
22	Payroll Coordinator
25	Accountant
	<u>Information and Technology (IT)</u>
22	IT Technician
26	IT Network Administrator
32	Principle IS & T Analyst

EXHIBIT C

Pay - For - Performance Matrix Fiscal Year 2020 and 2023

If an employee is on a P I P they will not receive an increase for the year.

COLA floor will be no less than 1% and no cap on the ceiling.

Merit Adjustment	Performance Evaluation Rating On Anniversary Date of hire	Performance Increase	Total Pay for Performance Increase
Merit increase	NEEDS IMPROVEMENT	0 %	= PERFORMANCE REVIEW
Merit increase	MEETS REQUIREMENTS	2%	PERFORMANCE REVIEW
Merit increase	EXCEEDS REQUIREMENTS	4 %	PERFORMANCE REVIEW

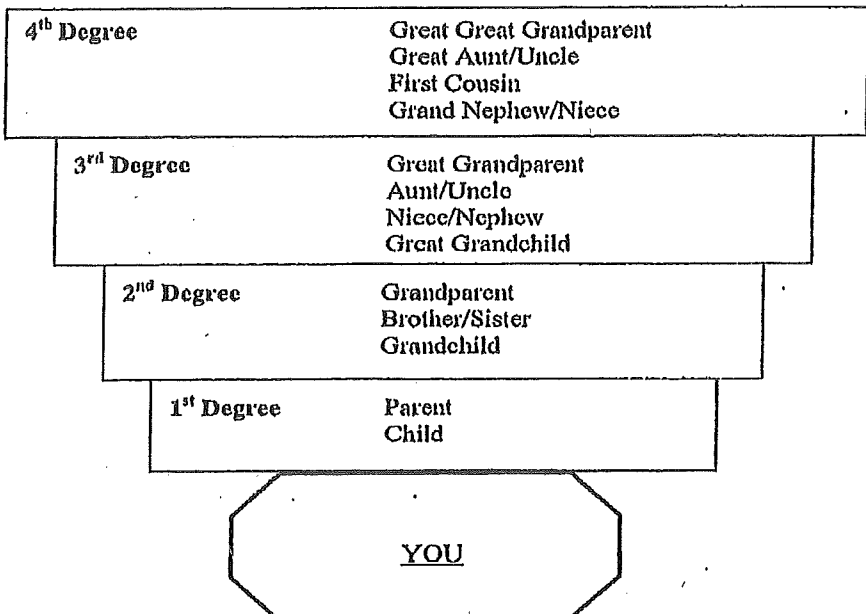
Once an employee reaches the maximum annual salary based on current position and grade, the performance increases would be awarded as a lump sum check, calculated by multiplying the employee's maximum annual salary based on current position and grade by the percentage earned from their performance per the matrix.

(Does not include Working Out of Class increases of pay as those are temporary increases for special circumstances. If those Working out of Classes become permanent to the base annual salary they will be paid out)

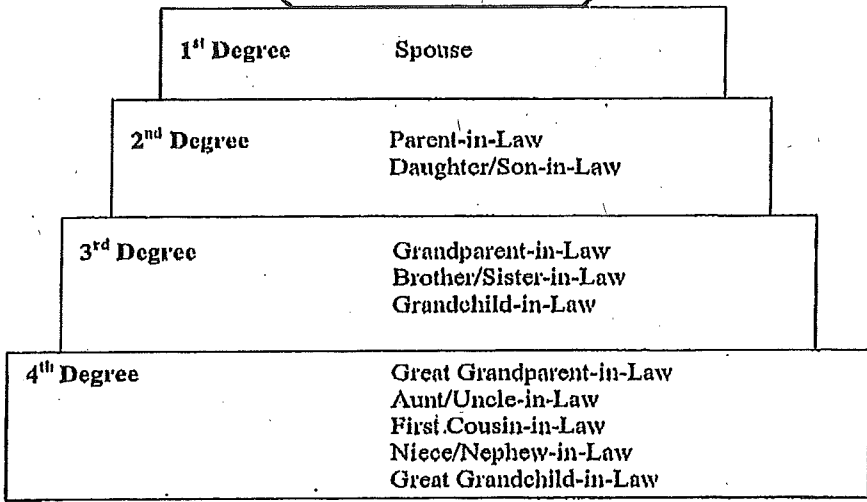
EXHIBIT D.

CONSANGUINITY / AFFINITY CHART

CONSANGUINITY



AFFINITY



YOU

Note: Step relationships (step-brother, step-father, etc.) are considered to be the same as blood relationships. Domestic Partners are considered the same as spouse.

EXHIBIT E

Grievant Name:	Date:
Department:	Work Telephone Number:
Classification:	Date of Incident Giving Rise to Grievance:
Article(s) & Section(s) of Contract Violated:	
Explanation of Grievance: (Attach additional sheets if needed)	
Remedy Sought: (Attach additional sheets if needed)	
Employee Signature:	Date:
Steward Signature: Date: If available.	
Business Representative/Designee Signature:	Date:
TO BE COMPLETED BY THE APPROPRIATE MANAGEMENT REPRESENTATIVE: Date Date of Date of Grievance Received: Meeting: Response: _____	
Step 1 Date Date of Date of Grievance (Attach copy of written response) Received: Meeting: Response:	
Step 2 Date Date of Date of Grievance (Attach copy of written response) Received: Meeting: Response:	
Step 3 Date Date of Date of Grievance (Attach copy of written response) Received: Meeting: Response:	
Step 4 Date Date of Date of Grievance (Attach copy of written response) Received: Meeting: Response:	

GRIEVANCE FORM
 To Be Completed By The Grievant (Please Print or Type)

MEMORANDUM OF UNDERSTANDING

BETWEEN AND FOR THE

INCLINE VILLAGE GENERAL
IMPROVEMENT DISTRICT

AND THE

OPERATING ENGINEERS LOCAL UNION NO. 3

SUPERVISOR'S BARGAINING UNIT

July 1, 2020 through and including June 30, 2023

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THIS AGREEMENT is by and between INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT, hereinafter called the "Employer," and OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO, hereinafter called the "Union."

WITNESSETH

WHEREAS, the Employer desires to enter into an Agreement in order to assist the Employer to obtain competent and efficient Employees to stabilize conditions of employment, and to foster and maintain harmonious relationships between Employer and its Employees.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. RECOGNITION

1.1 Employer recognizes the Union as the sole and exclusive agent of its full-time regular supervisory personnel, which oversee the trades and maintenance employees in the utility pipeline, utility plant, utility equipment, and fleet divisions, and excluding all temporary, part-time, and seasonal personnel. This agreement shall only apply to the supervisory positions listed in Exhibit B.

2. SUBORDINATION

2.1 It is understood that Employer is a quasi-municipal corporation organized under the provisions of NRS Chapter 318. This Agreement is subject to any applicable provisions of Nevada laws that govern general improvement districts. Any provision of this Agreement in conflict with the laws governing general improvement districts shall be considered null and void.

3. NON-DISCRIMINATION

3.1 No Employee shall be discriminated against by the Employer, the Union, or the Employees because of sex, race, color, religion, age, disability, sexual orientation or national origin.

4. SHIFTS, HOURS, OVERTIME, AND WORKING CONDITIONS

4.1 All Employees will be entitled to all applicable contagious disease control shots if so desired, at no cost to the Employee.

5. HOLIDAYS

5.1 The following shall be considered as paid holidays under this Agreement and when no work is performed on these days, an Employee shall be paid for his regular scheduled shift at his regular straight-time rate of pay: New Year's Day, Martin

Luther King, Jr. Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Nevada Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. Should any of these holidays fall on Sunday, the following Monday shall be considered a paid holiday. Should any of these holidays fall on Saturday, the preceding Friday shall be considered a paid holiday.

- 5.2 In order to be eligible for holiday pay when no work is performed, an Employee must work or be available for work on the last regular work day immediately prior to a holiday and the first regular work day immediately following that holiday unless the Employee shall have been unavailable for work because of: illness or injury sustained by a doctor's certificate showing Employee was unable to work for a period not to exceed thirty (30) days; absence (other than leaves of absence) when authorized by the Employer; and serious illness or death in the Employee's immediate family.
- 5.3 To be eligible for pay for holidays not worked, an Employee must be in the regular employ of the Employer immediately prior to said holiday. If a holiday for which pay is due falls during an Employee's scheduled vacation, then the Employee shall receive an additional day off with pay.

6. SALARIES

- 6.1 The salary range listed in Exhibit A is hereby made part of this Agreement, and shall become effective on July 1, 2020. Notwithstanding annual adjustments in accordance with Subsection 6.6, these salary ranges shall be established so that a ten percent (10%) minimum differential is maintained between the Supervisor-level position and the highest-grade position under that Supervisor's direct supervision, as identified in Exhibit B. The differential shall be calculated at the mid-points of the respective ranges.
- 6.2 Job classifications shall have the salary grades listed in Exhibit B.
- 6.3 Upon commencement of full-time, permanent work for Employer, a new Employee shall be paid the minimum of the salary grade. At the Employer's discretion, a new Employee with exceptional experience, capabilities or knowledge may be assigned to a rate above the minimum of the salary grade.
- 6.4 Employees shall hold probationary status for the first twelve months following appointment. Probationary Employees may be terminated without cause. Satisfactory performance during the probationary period, as determined by the Employee's immediate superior through a performance evaluation at the completion of the twelve-month interval, shall remove the Employee from probationary status. Any probationary Employee receiving an unsatisfactory evaluation may be terminated.

6.5 Upon movement of an Employee from one job classification to another with a higher salary grade, the Employee will move to the greater of (1) the minimum of the new salary grade or to (2) a rate in the new salary grade that provides a salary increase of at least 5% for an upward movement of one grade or 10% for an upward movement of two grades or more. Upon movement of an Employee from one job classification to another with a lower salary grade, the Employee shall receive the commensurate rate in the new salary grade that the Employee had in the former salary grade. No change in anniversary date shall occur.

6.6 Salary increase:

6.6.1. Effective date of Future Salary Increase:

The salary range listed in Exhibit A is hereby made part of this Agreement, and shall become effective on July 1, 2020:

July 1, 2020 COLA increase. Retro to July 1, 2020:

The salary increases will be adjusted upward according to the following annual adjustments: Beginning July 1, 2020. The CPI percentage shall be based upon the actual BLS consumer price indexes Pacific Cities and U.S. City Average in the urban wage earners CPI-W in the chart with March 2020 being the baseline to take effect July 1, 2020, with a floor of 1.0%.

A merit salary increase shall be awarded per the matrix, (Exhibit C) on the employee's annual review date, based on performance.

July 1, 2021 COLA

The salary increases will be adjusted upward according to the following annual adjustments: Beginning July 1, 2021. The CPI percentage shall be based upon the actual BLS consumer price indexes Pacific Cities and U.S. City Average in the urban wage earners CPI-W in the chart with March 2021 being the baseline to take effect July 1, 2021, with a floor of 1.0%.

A merit salary increase shall be awarded per the matrix, (Exhibit C) on the employee's annual review date, based on performance.

July 1, 2022: COLA

The salary increases will be adjusted upward according to the following annual adjustments: Beginning July 1, 2022. The CPI percentage shall be based upon the actual BLS consumer price indexes Pacific Cities and U.S. City Average in the urban wage earners CPI-W in the chart with March 2022 being the baseline to take effect July 1, 2022, with a floor of 1.0%.

A merit salary increase shall be awarded per the matrix, (Exhibit C) on the employee's annual review date, based on performance.

If July 1st falls within the first seven days of the pay period, pay will be effective the current pay period.

If July 1st falls within the second week of payroll, the pay will be the first of the following pay period.

Example: June 25th through July 1st the increase would take effect the first day of the current pay period.

Once an employee reaches the maximum annual salary based on current position and grade, the performance increases would be awarded as a lump sum check, calculated by multiplying the employee’s maximum annual salary based on current position and grade by the percentage earned from their performance per the matrix.

- 6.7 No Employee shall receive a salary that is higher than the maximum of the appropriate salary grade.
- 6.8 It is agreed, the Employer and the Union shall establish a mutually acceptable criteria for conducting a salary survey for all bargaining unit positions for use in a subsequent memorandum of understanding.

7. CERTIFICATIONS

- 7.1 Intentionally left blank.
- 7.2 Critical Infrastructure of Essential Workers: Operations of essential critical infrastructure requires all employees and support staff involved in operations, maintenance, and compliance to ensure these institutions remain operational and in compliance with Federal, State and local regulatory requirements.

8. LAYOFFS

- 8.1 If the Employer determines that it will be necessary to lay off Employees within the bargaining unit, then whenever possible, the Employer will inform Employees thirty (30) days prior to layoff. Employees will be laid off in reverse order of seniority by classification within the bargaining unit, except in cases where the Employer can clearly demonstrate that the Employee lacks the skills or ability to perform the duties of his position. Employees who have been laid off will be rehired in the reverse order of layoff (i.e., last laid off, first rehired).
- 8.2 Employees in higher classifications within the bargaining unit will be given the opportunity to demote to lower classifications within the bargaining unit for which

they are qualified, recognizing the fact that this could result in the layoff of Employees in lower classes because of less seniority.

- 8.3 An Employee who has been laid off has the right to re-employment for a period of one hundred and eighty (180) days, provided he has the necessary qualifications for the position to be filled.
- 8.4 Nationwide State or Local Emergency Leave: Should the Federal, State, or Local government declare an emergency requiring the shutdown of nonessential service or the complete shutdown of government for any declared emergency, Employees sent home without pay and without the ability to work from home shall have credited to their leave banks the total accrual for one year added to sick leave and annual leave. These leave banks shall be used to continue normal pay and benefits until exhausted. Leave banks will begin normal accrual on anniversary of banked leaves.

9. LEAVES

- 9.1 Vacation leave shall accrue from each Employee's original anniversary date, at the following rates:
 - 9.1.a. For each Employee having less than four full years of continuous service to Employer, the employee will accrue six and two-thirds hours per calendar month of employment. The employee will accrue a maximum of 80 hours annually totaling (2 weeks).
 - 9.1.b. For each Employee having at least four full years, but less than nine full years of continuous service to Employer, the employee will accrue ten hours per calendar month of employment. The employee will accrue a maximum of 120 hours annually totaling (3 weeks).
 - 9.1.c. For each Employee having at least nine full years, but less than fourteen full years of continuous service to Employer, the employee will accrue thirteen and one third hours per calendar month of employment. The employee will accrue a maximum of 160 hours annually totaling (4 weeks). New Employees hired on or after July 1, 2012 will earn up to a maximum of 4 weeks' vacation.
 - 9.1.d. For each Employee having fourteen or more full years of continuous service to Employer, the employee will accrue sixteen and two-thirds hours per calendar month of employment. The employee will accrue a maximum of 200 hours annually totaling (5 weeks).

Effective July 1, 2013 employees may carry up to 240 hours of accrued leave into the next calendar year.

- 9.2 The Employer will entertain requests by eligible Employees as to the time at which their vacations will be scheduled, but vacation schedules must necessarily conform to and not unduly interfere with, the operation schedules of the Employer.

Preference will be in order of seniority provided the remaining Employees are qualified to do the work. Granted leave shall only be revoked under extreme circumstance and not within 1 month of its commencement.

9.3 Employees must complete six months of employment to be eligible to take vacation. After six months of service, the Employer will compensate Employees for accrued vacation, which is unused upon termination, at current wage rate.

9.4 Jury Duty:

The District will grant court leave to allow benefited employees to serve as juror or a witness in a court proceeding provided that the employee is not a party to the action. Employees need to provide their supervisors with relevant documents verifying the need for court leave as soon as the need becomes known.

9.4.a. Jury Duty Compensation: Subject to the following conditions, eligible employees will receive their regular base rate of pay for those hours spent in court, traveling to and from court when such time occurs during employee's regular scheduled work days and hours of work.

Court leave will not result in payment of overtime or be considered as hours worked for purposes of determining eligibility for overtime, unless the court leave is related to the employee's job responsibilities.

Upon completion of jury/court/witness service for which the employee received his/her regular pay, the employee will forward any compensation received from the court or other party to the District upon receipt. Employee may keep reimbursements received for out of pocket expenses such as meals, mileage, and lodging.

An employee will not receive pay for the work time missed if he/she is required to miss work because of court appearances in a matter to which the employee is a party or to serve as a witness for a party who has filed an action against the District or the employee is subpoenaed to appear on a matter unrelated to employment. However, the employee may choose to use his/her vacation.

Sick leave will accumulate at the rate of eight (8) hours per month, with unlimited accrual. A doctor's certificate may be required by the Employer. Employees will be paid for time off for illness up to the limits of time accumulated. Abuses of sick leave may be subject to disciplinary action. Each Employee having unused sick leave on December 1 of each year shall have the opportunity to sell back to the District one-half (1/2) of their unused sick leave balance, up to a maximum of forty-eight hours and shall be compensated at Employee's regular hourly rate for such time. That time so paid shall be deducted from Employee's accumulated sick leave time

available. Unused sick leave compensation shall be limited to that time which has accrued in the preceding twelve (12) months. Elimination of the December annual 48-hour sick leave buy back for employees hired after July 1, 2011.

Employees who elect to retire after 20 years of service with the District may receive up to 20% of their accrued sick leave hours; adding 2% additional each year to 25 years (30% at 25 years) and 4% additional each year thereafter to a maximum sick leave buyout of 50% of up to 960 hours after 30 years of service.

As an alternative, employees retiring after 20 years or more of service may elect to convert their eligible sick leave hours with the same limitations identified above to a non-interest bearing District account for the purpose of paying medical insurance coverage and/or out-of-pocket medical expenses such as deductibles and co-payments at double the rate to a maximum of 100% of up to 960 hours after 30 years of service.

The non-interest bearing District account will be assigned a present value as of the date of retirement equal to the number of hours of sick leave times the employee's base hourly salary at the time of retirement. The District will debit said account on a dollar-for-dollar basis. This benefit is non-transferable and does not survive the retiree.

Employees participating in this plan will receive a nonemployee IRS Form 1099-MISC annually.

In the event of a death of a member of the Employee's immediate family, the Employee shall be granted a leave of absence, with pay, for a period of up to forty (40) working hours to make final arrangements. For the purposes of this Section, the immediate family shall be defined as within the 3rd degree of consanguinity or affinity. See Exhibit E for consanguinity and affinity chart Evidence of death may be required by the Employer.

Employees shall receive 40 hours of Personal Time off (PTO) per calendar year. Unused PTO may not be carried over and no employee may accrue more than 40 hours of PTO.

10. UNION RIGHTS

- 10.1 A duly authorized representative of Union may be permitted to talk on the job with Employees subject to this Agreement, for the purpose of ascertaining whether or not this Agreement is being observed by all parties, or in adjusting grievances, and for no other reasons. Union agrees that this privilege shall be so exercised as to not interfere with the work in the departments.

- 10.2 The Union shall notify the Employer of the selection of the job steward.
- 10.3 The job steward shall not stop the Employer's work for any reason, or tell any Employee covered by this Agreement that Employee cannot work on the job.
- 10.4 It is hereby mutually understood and agreed that no person is authorized to act as or is to be deemed to be an authorized agent of either party to this Agreement unless the party appointing such authorized agent has first notified the other in writing of such appointment and the scope of the authority of such an agent.
- 10.5 It is hereby agreed and understood that the following persons and no other shall be the authorized agents of the respective parties until further notice as provided in Section 9.4 hereof:

Duly authorized agent of the Union shall be: Business Manager or Business Representative designated by the Business Manager.

Duly authorized agent of the Employer shall be the General Manager, or any other person authorized by Employer to act as his agent whose identity and scope of authority has been made known to the Local Union by written communication from said Employer.

11. DISCIPLINE AND DISCHARGE

- 11.1 The purpose of this article is to provide for an equitable and expeditious manner for the resolution of disputes arising from the imposition of discipline. The Employer and the Union acknowledge all steps of the progressive disciplinary process. It is further acknowledged that feedback received during an annual performance evaluation may supplement the disciplinary process. All actions beyond Step 1 in the referenced process shall be documented by the Employer and shall become part of the permanent personnel record.
- 11.2 Any Employee involved in a discussion with Employee's immediate superior or management, who has reason to believe that discipline may result from said discussion, shall have the right to request Employee's Steward or Union Representative be present during the discussion. If the Employee wishes to have Union representation during such discussions, it shall be Employee's responsibility to make such wishes known and the Employer shall make arrangements for the desired representation. The Employer agrees that no Employee will be disciplined or discharged without cause.
- 11.3 Verbal and written reprimands shall only be subject to review through Step 4 of the Grievance Procedure and shall not be subject to arbitration or litigation. Provided, however, that a written reprimand that is repeated and which is accompanied by a statement that more severe disciplinary action could follow is subject to arbitration. For any action which is not arbitrable, the affected Employee may prepare a written

statement responding to the reprimand and such statement shall be included in the Employee's official personnel file(s), if it is submitted within five (5) calendar days of the final disposition by the General Manager of his/her designee. Such written responses shall remain in the official personnel file(s) for as long as the reprimand remains in file.

- 11.4 Any Employee being suspended, involuntarily demoted or discharged shall not be removed from the payroll or otherwise adversely affected until after the completion of a pre-disciplinary hearing before the department head or acting department head. The purpose of a pre-disciplinary hearing is for the Employee to respond to the specific charges and present evidence on his/her behalf. The Employee must be timely notified in writing of the dismissal, involuntary demotion or suspension and the reasons therefore. The notice must precede the hearing by at least forty-eight (48) hours, and may be delivered personally to the Employee or mailed to Employee at the Employee's last known address, by registered or certified mail, return receipt requested. If the notice is mailed, the effective date of the notice shall be the date of delivery, or if the letter is returned to the sender, three (3) calendar days after mailing. The Employee shall have the right to be represented at this hearing by a Union Representative. After hearing the evidence presented at the hearing, the department head shall render a written decision within five (5) working days.
- 11.5 If the department head determines that IVGID is in jeopardy if an Employee is not relieved of duties pending a pre-disciplinary hearing under Section 10.4 hereof, the department head may order, as part of the pre-discipline notice, that the Employee shall take an immediate involuntary leave of absence without pay, which leave shall expire on the date of the department head's written decision under Section 10.4 hereof. Such leave shall be without prejudice to the Employee. If the department head determines, based upon the evidence presented at the hearing, that the appropriate disciplinary action involves a demotion or a suspension of a shorter period of time than the leave of absence, then the Employer shall provide back pay to the Employee for the difference at the end of the same pay period. If the department head determines, based upon the evidence presented at the hearing, that the appropriate disciplinary action involves a suspension of a greater period of time than the leave of absence, or a discharge, then no back pay shall be due and, in the event of a suspension, the beginning date of the suspension shall be the same as the beginning date of the leave of absence.
- 11.6 Upon receiving the department head's written decision, an Employee who has been suspended, involuntarily demoted or discharged, shall have the right to appeal such decision through the Grievance and Arbitration Procedure of this Agreement, beginning at Step 4.

12. GRIEVANCES

- 12.1 Except where a remedy is otherwise provided for, any Employee shall have the right to present a grievance arising from Employee's employment in accordance with the rules and regulations of this procedure.
- 12.2 All parties so involved must act in good faith and strive for objectivity, while endeavoring to reach a solution at the earliest possible step of the procedure. The aggrieved Employee shall have the assurance that filing of a grievance will not result in reprisal of any nature. The aggrieved Employee shall have the right to be represented or accompanied by a Representative of the Union at all stages of the grievance procedure.
- 12.3 Certain time limits in the grievance procedure are designed to quickly settle a grievance. It is realized, however, that on occasion the parties concerned may be unable to comply with the established limitations. In such instances, the limitations may be extended upon the mutual agreement of all parties concerned.
- 12.4 Failure of the aggrieved Employee to file an appeal within the prescribed time limit for any step of the procedure shall constitute abandonment of the grievance. Employee shall abide by prescribed time limits.
- 12.5 Any person responsible for conducting any conference, meeting or hearing under the formal grievance procedure shall give due and timely notice to all persons concerned.
- 12.6 When two or more Employees experience a common grievance, they may initiate a single grievance proceeding. The initial hearing of the grievance shall be by the immediate superior or Department Head who has the prime responsibility for all of the aggrieved Employees.
- 12.7 The grievance procedure shall be as follows:
- Step 1. When an Employee becomes aware that dissatisfaction exists with Employee's work or work situation, Employee should discuss the matter informally with their immediate superior. Initial discussion should be sought by the Employee not later than ten (10) working days after the event giving rise to the grievance occurred, or ten (10) working days after the Employee should have had knowledge of the event, whichever is later. The following provisions relating to formal grievance procedure do not restrict the Employee and immediate superior from seeking advice and counsel from Superiors and Department Heads when:
Mutually consented to by the Employee and Immediate Superior.
It appears that settlement can be reached at this informal level.

Step 2. The Immediate Superior will hear the grievance and provide written decision within five (5) working days of the receipt of the formal grievance papers.

Step 3. If the written decision of the Immediate Superior is unsatisfactory to the Employee, the Employee may request that the grievance be presented to the Department Head for review. This request must be made in writing within five (5) working days of the receipt of the Immediate Superior's decision. The Department Head will hear the grievance and provide written decision within ten (10) working days of the receipt of the formal grievance papers.

Step 4. If the written decision of the Department Head is unsatisfactory to the Employee, the Employee may request that the grievance be presented to the General Manager for review. This request must be made in writing within five (5) working days of the receipt of the Department Head's decision. The General Manager will hear the grievance and provide written decision within ten (10) working days of the receipt of the formal grievance papers.

Step 5. If the written decision of the General Manager is unsatisfactory to the Employee, the Union or Employee within ten (10) working days may request the grievance be advanced to arbitration. The arbitrator list will be requested within one-hundred twenty (120) days and the arbitrator from a list of seven (7) names supplied by the Federal Mediation and Conciliatory Service (FMCS), or another arbitration service mutually agreeable to the Employer and Union. The parties shall select the arbitrator by alternately striking names until one name remains. The Union representative shall strike the first name. The decision of the arbitrator shall be final and binding upon both parties.

- 12.8 The arbitrator shall have no authority to alter, amend, add to or subtract in any way the terms and conditions of this Agreement. The arbitrator shall confine their decision to a determination of the facts and an interpretation and application of this Agreement. The parties agree to each pay one-half the costs of the arbitrator.

13. CESSATION OF WORK

- 13.1 Under no circumstances shall any dispute or disagreement be permitted to cause a cessation of work. Employer hereby declares opposition to lockouts and Union hereby declares opposition to strikes, sympathetic or otherwise, and to stoppage or slowdown of work.

14. HEALTH AND WELFARE

- 14.1 Employer will provide and pay 100% of the insurance premium costs of medical, hospital, dental, prescription, and vision coverage, for employees and dependents for employees hired prior to or on June 30, 2012. Employees hired on or after July 1, 2012 will pay twenty-five percent (25%) of the cost of dependent coverage. The Employer will provide and pay 100% of the insurance premium costs for life, accidental death and dismemberment, short term and disability insurances for the employee for the life of the contract.

- 14.2 The Employer shall provide a long-term disability plan at no cost to the Employees. The current plan will provide a benefit equal to 66 2/3% of monthly salary (not to exceed \$7,500.00 a month) commencing on the ninety-first (91) day of a qualifying disability.

15. PENSION

- 15.1 Pension benefits, as set forth herein, shall be paid after six (6) months of employment for Employees in the bargaining unit who choose to participate in the Operating Engineers Pension Trust Fund.
- 15.2 The Employer shall pay into the Operating Engineers Pension Trust Fund an amount equal to thirteen and three tenths (13.3) percent of the Employee's gross W2 earnings. This amount includes the contribution to the Union's Retiree's Health Care Trust.
- 15.3 All Employees who are enrolled in the union pension system shall continue to be eligible for enrollment in the system, as long as they are full-time Employees of Employer, whether or not they are members of the bargaining unit.
- 15.4 The Employer shall make the payments provided in Section 15.2 at the times and in the manner provided in the Trust Agreement creating the Pension Trust Fund for Operating Engineers, and is bound by all the terms and conditions thereof and any amendment or amendments thereto. Eligibility of Employees shall be determined by the Trustees of said Trust.
- 15.5 The Employer shall deduct for union dues and make available an automatic payroll deduction for credit union deposits.
- 15.6 As an alternative to the Operating Engineers Pension Trust Fund, Employees may elect to enroll in another pension plan available through Employer with a contribution rate of 13.3%.
- 15.7 The District will "match" 100% of an employee's contribution into a deferred compensation plan up to 5% of the employee's annual wages. Effective plan date October 1, 2015.

Effective July 1, 2021, the contribution rate would increase by 1% totaling 6%.

16. MANAGEMENT RIGHTS

- 16.1 Incline Village General Improvement District retains the exclusive right, except as expressly stated herein, to operate and direct the affairs of the District in all its various aspects, including but not limited to, the right to direct the work force; to determine the size of the work force and the number of employees, classifications,

qualifications, fitness and positions; to plan, direct and control all the operations and services of the District; to determine the methods, means, and organization by which such operations and services are to be conducted; to assign and transfer employees within its operations; to combine, divide, or reorganize its operations; to assign and schedule work; to establish and enforce reasonable work rules; to hire, promote, demote, suspend, discipline, as a possible alternative to layoffs the right to discuss furlough of employees, discharge or relieve employee's due to lack of work or other legitimate reasons; and to change or eliminate existing methods, equipment operation or department/ facilities.

- 16.2 Union agrees that Employer shall have complete freedom in questions involving termination of employment, transfer, advancement, and layoffs due to lack of work, except that no Employee shall be discharged for Union activities. Union recognizes and agrees that reprimands, suspensions and discharges of Employees for inefficiency, carelessness or insubordination are necessary and proper to the successful operation of Employer's business.
- 16.3 Nothing in this Agreement shall be construed as abrogating any rights that either party hereto has under the statutes of the State of Nevada.

17. TERMS OF AGREEMENT

- 17.1 This Agreement shall become effective on the 1st day of July 2020, and remain in effect through the 30th day of June 2023. This Agreement shall continue in effect from year to year thereafter, unless either of the parties hereto gives notice to the other in writing, pursuant to NRS Chapter 288, in each year during which this Agreement may be automatically renewed, either of a desire to terminate or to modify this Agreement. In the event of such a notice, the parties hereto agree:
 - 17.1.1. to meet and confer with the other through their authorized agents for the purpose of negotiating a new Agreement or an Agreement containing the proposed modifications;
 - 17.1.2 to notify such State and Federal agencies and boards within the time required by any applicable laws, of the existence of such dispute, provided that no agreement has been reached by that time; and
 - 17.1.3 to continue in full force and effect without resorting to strikes or lockouts, all the terms and conditions of the existing Agreement for a period of sixty (60) days after such notice is given to such State or Federal board or agency or until the expiration of the existing Agreement, whichever occurs later.
- 17.2 Reopener Language - This agreement shall be automatically reopened for all negotiation items beginning with FY 2023 (July 1, 2020 - June 30, 2023) reported on or about December 1, 2021 in annual audit in the event the revenues to the District's General Fund useable in the year received decline from the total revenues received by the District's General Fund for the previous fiscal year, (audited), by 30% or if the unreserved ending fund balance in the District's General Fund has

been budgeted for less than 4% of the actual expenditures from the General fund for the previous fiscal year pursuant to NAC 354.650(1), and the District has fully complied with the provisions of NAC 354.650(1). The parties' agreement to the above procedures constitute compliance with NRS 288,150(2)(w).

17.3 Health Care compliance: In an effort to remain compliant with the requirements of the Affordable Care Act (ACA), the parties agree upon written notification from either party, to reopen the agreement based on any of the following:

- 17.3.1 A change in regulation which in turn causes a reduction to the District's General Fund to fall below 4% pursuant to NAC 354.650(1).
- 17.3.2. A change in premiums exceeding an increase or decrease greater than 25%.
- 17.3.3. A change in policy that, upon review of both parties, may cause significant changes to the plan in regards to coverage, deductibles etc.

18. AGREEMENT BINDING UPON PARTIES

This Agreement shall be binding upon the heirs, executors, administrators, successors, and lessees of the parties hereto. In the event of the reorganization, transfer or change in the method of administering the service provided, the District shall provide the Agreement shall continue in full force and effect with the Union recognized as the proper bargaining representative of the Employees at the facility.

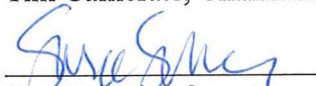
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by their respective officers duly authorized to do so this 12th day of May 2021.

EMPLOYER:

INCLINE VILLAGE GENERAL
IMPROVEMENT DISTRICT




Tim Callicrate, Chairman 11/17/21



Sara Schmitz, Secretary 11-17-21

Reviewed and Approved:



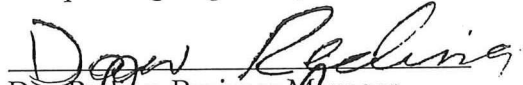
Indra Winquest, General Manager



Joshua Nelson, Legal Counsel

UNION:


OPERATOR ENGINEERS UNION
LOCAL NO. 3 of the International Union
of Operating Engineers, AFL-CIO



Dan Reding, Business Manager



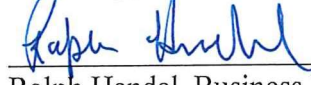
Steve Ingersoll, President



Bruce Noel, Recording-Corresponding
Secretary



Tim Neep, Director Public Employees



Ralph Handel, Business Representative



Jeff Bendorf, Chief Steward

EXHIBIT A
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
Union Salary Ranges
Effective July 1, 2020
PAY Scale

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
Union Salary Ranges
Effective July 1, 2020

Uncertified Scale

*Top of Ranges Increased 1.5%
 from previous year.
 Min to Max 40%*

GRADE	HOURLY			BI-WEEKLY			ANNUAL		
	Minimum	Mid	Max	Minimum	Mid	Max	Minimum	Mid	Max
G3	\$19.91	\$23.89	\$27.87	\$1,593	\$1,911	\$2,230	\$41,410	\$49,692	\$57,974
G4	\$20.92	\$25.11	\$29.29	\$1,674	\$2,009	\$2,343	\$43,521	\$52,225	\$60,929
G5	\$21.97	\$26.36	\$30.75	\$1,757	\$2,109	\$2,460	\$45,692	\$54,831	\$63,969
G6	\$22.72	\$27.27	\$31.81	\$1,818	\$2,181	\$2,545	\$47,261	\$56,713	\$66,165
G7	\$25.22	\$30.27	\$35.31	\$2,018	\$2,421	\$2,825	\$52,463	\$62,956	\$73,449
G8	\$27.64	\$33.17	\$38.70	\$2,212	\$2,654	\$3,096	\$57,500	\$69,000	\$80,500
G9	\$30.16	\$36.19	\$42.22	\$2,413	\$2,895	\$3,378	\$62,733	\$75,279	\$87,826
G10	\$32.62	\$39.14	\$45.66	\$2,609	\$3,131	\$3,653	\$67,845	\$81,414	\$94,983
G11	\$35.08	\$42.10	\$49.12	\$2,807	\$3,368	\$3,929	\$72,972	\$87,567	\$102,161
G12	\$37.57	\$45.08	\$52.60	\$3,006	\$3,607	\$4,208	\$78,145	\$93,773	\$109,402

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
Standard Salary Ranges
Effective July 1, 2020

*Top of Ranges Increased 1.5%
 from previous year.
 Min to Max 40%*

GRADE	HOURLY			BI-WEEKLY			ANNUAL		
	Minimum	Mid	Max	Minimum	Mid	Max	Minimum	Mid	Max
16	\$18.65	\$22.39	\$26.12	\$1,492	\$1,791	\$2,089	\$38,801	\$46,561	\$54,321
18	\$20.57	\$24.68	\$28.80	\$1,645	\$1,975	\$2,304	\$42,782	\$51,338	\$59,895
20	\$22.67	\$27.20	\$31.74	\$1,814	\$2,176	\$2,539	\$47,155	\$56,586	\$66,017
22	\$25.00	\$30.00	\$35.00	\$2,000	\$2,400	\$2,800	\$51,996	\$62,395	\$72,794
25	\$28.93	\$34.72	\$40.51	\$2,315	\$2,778	\$3,241	\$60,184	\$72,221	\$84,258
26	\$30.38	\$36.46	\$42.54	\$2,431	\$2,917	\$3,403	\$63,200	\$75,840	\$88,480
27	\$31.90	\$38.28	\$44.66	\$2,552	\$3,062	\$3,573	\$66,352	\$79,622	\$92,893
31	\$38.78	\$46.54	\$54.29	\$3,102	\$3,723	\$4,343	\$80,663	\$96,796	\$112,928
32	\$40.72	\$48.86	\$57.00	\$3,257	\$3,909	\$4,560	\$84,689	\$101,627	\$118,565

EXHIBIT B

Exhibit B

Incline Village General Improvement District Effective July 1, 2018 Union Salary Grid and Supervisory Responsibility Supervisory Bargaining Unit				
Supervisor Pay Grade	Job Classification			Highest Position Supervised
32	Fleet Superintendent	Utilities Maintenance Specialist		G-10
31	Chief Chemist			G-9
31	Collection/Distribution Supervisor	Water/Wastewater Supervisor		G-11
30	Compliance Supervisor/ Chief Inspector			G-10
29				
28				
27				
26				
25				

EXHIBIT C
 Pay - For - Performance Matrix
 Fiscal Year 2020 to 2023

If an employee is on a P I P they will not receive an increase for the year.

COLA floor will be no less than 1% and no cap on the ceiling.

Merit Adjustment	Performance Evaluation Rating On Anniversary Date of hire	Performance Increase	Total Pay for Performance Increase
Merit increase	NEEDS IMPROVEMENT	0 %	= PERFORMANCE REVIEW
Merit increase	MEETS REQUIREMENTS	2%	PERFORMANCE REVIEW
Merit increase	EXCEEDS REQUIREMENTS	4 %	PERFORMANCE REVIEW

Once an employee reaches the maximum annual salary based on current position and grade, the performance increases would be awarded as a lump sum check, calculated by multiplying the employee’s maximum annual salary based on current position and grade by the percentage earned from their performance per the matrix.

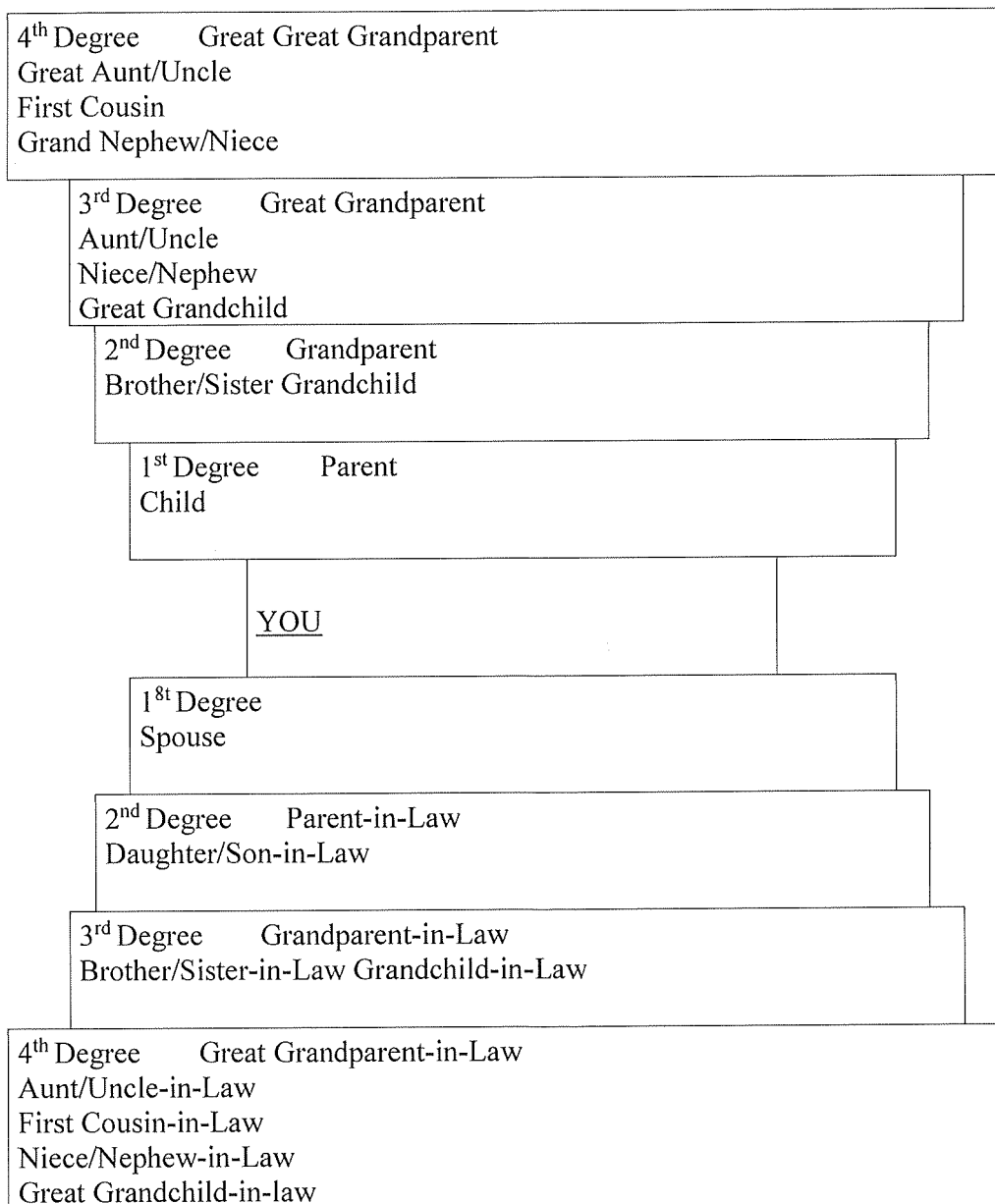
(Does not include Working Out of Class increases of pay as those are temporary increases for special circumstances. If those Working out of Classes become permanent to the base annual salary they will be paid out)

EXHIBIT D
 GRIEVANCE FORM

<u>Grievant Name</u>	<u>Date</u>
<u>Department</u>	<u>Work Telephone Number</u>
<u>Classification</u>	<u>Date of Incident Giving Rise</u>
<u>Article(s) & Section(s) of Contract Violated</u>	
<u>Explanation of Grievance (Attach additional sheets if needed)</u>	
<u>Remedy Sought (Attach additional sheets if needed)</u>	
<u>Employee Signature Date</u>	
<u>Steward Signature Date</u> <u>If available</u>	
<u>Business Representative/Designee Signature Date</u>	
<u>TO BE COMPLETED BY THE APPROPRIATE MANAGEMENT REPRESENTATIVE</u> <u>Date Received Date of Meeting Date of Grievance Response</u>	
<u>Step 1 Date Received Date of Meeting</u> <u>(Attach copy of written response)</u>	<u>Date of Grievance Response</u>
<u>Step 2 Date Received Date of Meeting</u> <u>(Attach copy of written response)</u>	<u>Date of Grievance Response</u>
<u>Step 3 Date Received Date of Meeting</u> <u>(Attach copy of written response)</u>	<u>Date of Grievance Response</u>
<u>Step 4 Date Received Date of Meeting</u> <u>(Attach copy of written response)</u>	<u>Date of Grievance Response</u>

GRIEVANCE FORM
 To Be Completed by The Grievant (Please Print or Type)

EXHIBIT E
CONSANGUINITY/AFFINITY CHART



Note: Step relationships (step-brother, step-father, etc.) are considered to be the same as blood relationships. Domestic Partners are considered the same as spouse.

**MEMORANDUM OF UNDERSTANDING
BETWEEN AND FOR
INCLINE VILLAGE GENERAL IMPROVEMENT
DISTRICT
AND THE
OPERATING ENGINEERS LOCAL UNION NO. 3**

SUPERINTENDENTS' BARGAINING UNIT

July 1, 2020 through and including June 30, 2023

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THIS AGREEMENT is by and between INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT, hereinafter called the "Employer," and OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO, hereinafter called the "Union."

WITNESSETH

WHEREAS, the Employer desires to enter into an Agreement in order to assist the Employer to obtain competent and efficient Employees, to stabilize conditions of employment, and to foster and maintain harmonious relationships between Employer and its Employees.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. RECOGNITION

1.1 Employer recognized the Union as the sole and exclusive agent of its full-time, regular Utilities Superintendent.

2. SUBORDINATION

2.1 It is understood that Employer is a quasi-municipal corporation organized under the provisions of NRS Chapter 318. This Agreement is subject to any applicable provisions of Nevada laws that govern general improvement districts. Any provision of this Agreement in conflict with the laws governing general improvement districts shall be considered null and void.

3. NON-DISCRIMINATION

3.1 No employee shall be discriminated against by the Employer, the Union, or the Employees because of sex, race, color, religion, disability, sexual orientation or national origin.

4. HOLIDAYS

4.1 The following shall be considered as paid holidays under this Agreement and when no work is performed on these days, an Employee shall be paid for their regular scheduled shift at their regular straight-time rate of pay: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Nevada Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. Should any of these holidays fall on Sunday, the following Monday shall be the observed paid time off for the holiday. Should any of these holidays

fall on Saturday, the preceding Friday shall be the observed paid time off for the holiday. In the event there is any work performed on any of the above-mentioned holidays, the Employee shall receive an additional day off in lieu of the holiday worked.

4.2 In order to be eligible for holiday pay when no work is performed. An Employee must work or be available for work on the last regular work day immediately prior to a holiday, and the first regular work day immediately following that holiday, unless the Employee shall have been unavailable for work because of: illness or injury sustained by a doctor's certificate showing Employee was unable to work for a period not to exceed thirty (30) days; absence (other than leaves of absence) when authorized by the Employer; and serious illness or death in the Employee's immediate family.

4.3 If a holiday for which pay is due falls during an Employee's scheduled vacation, then the Employee shall receive an additional day off with pay.

5. SALARIES

5.1 The salary range listed in Exhibit A is hereby made part of this Agreement, and shall become effective on July 1, 2020. This salary range shall be established equal to the District range number 36.0.

5.2 Job classification shall have the salary grade listed in Exhibit B.

5.3 Upon commencement of full-time, regular work for Employer, a new Employee shall be paid the minimum of the salary grade. At the Employer's discretion, a new Employee with exceptional experience, capabilities or knowledge may be assigned to a rate above the minimum of the salary grade.

5.4 Employees shall hold probationary status for the first twelve months following appointment. Probationary Employees may be terminated without cause. Satisfactory performance during the probationary period, as determined by the Employee's immediate superior through a performance evaluation at the completion of the twelve-month interval, shall remove the Employee from probationary status. Any probationary Employee receiving a below target evaluation may be terminated.

5.5 It is agreed, the Employer and the Union shall establish a mutually acceptable criterion for conducting a salary survey for use in a subsequent memorandum of understanding.

- 5.6 It is agreed the Employer and the Union shall establish a joint Labor Management Committee to further communications and problem solve matters of mutual concern.

Effective date of Future Salary Increase

July 1, 2020 COLA increase. Retro to July 1, 2020:

The CPI percentage shall be based upon the actual BLS consumer price indexes Pacific Cities and U.S. City Average in the urban wage earners CPI-W in the chart with March 2020 being the Year 1 baseline to take effect July 1, 2020, with a floor of 1.0%

A merit salary increase shall be awarded per the matrix, (Exhibit D) on the employee's annual review date, based on performance.

July 1, 2021 COLA

The CPI percentage shall be based upon the actual BLS consumer price indexes Pacific Cities and U.S. City Average in the urban wage earners CPI-W, in the chart with March 2021 being the baseline to take effect July 1, 2021, with a floor of 1.0%

A merit salary increase shall be awarded per the matrix, (Exhibit D) on the employee's annual review date, based on performance.

July 1, 2022 COLA

The CPI percentage shall be based upon the actual BLS consumer price indexes Pacific Cities and U.S. City Average in the urban wage earners CPI

-W, in the chart with March 2022 being the baseline to take effect July 1, 2022, with a floor of 1.0%

A merit salary increase shall be awarded per the matrix, (Exhibit D) on the employee's annual review date, based on performance.

If July 1st falls within the first seven days of the pay period, pay will be effective the current pay period. If July 1st falls within the second week of payroll, the pay will be the first of the following pay period.

Example: June 25th through July 1st the increase would take effect the first day of the pay period.

6. LAYOFFS

- 6.1 If the Employer determines that it will be necessary to layoff the Employee of the bargaining unit, then whenever possible, the Employer will inform the Employee thirty (30) days prior to layoff.

- 6.2 An Employee who has been laid off has the right to re-employment for a period of one hundred and eighty (180) days, provided Employee has the necessary qualifications for the position to be filled.
- 6.3 Nationwide State or Local Emergency Leave: Should the Federal, State or Local government declare an emergency requiring the shutdown of nonessential service or the complete shutdown of government for any declared emergency, Employees sent home without pay and without the ability to work from home shall have credited to their leave banks the total accrual for one year added to sick leave and annual leave. These leave banks shall be used to continue normal pay and benefits until exhausted. Leave banks will begin normal accrual on anniversary of banked leaves.
- 6.4 Critical Infrastructure of Essential Workers: Operations of essential critical infrastructure requires all employees and support staff involved in operations, maintenance, and compliance to ensure these institutions remain operational and in compliance with Federal, State and local regulatory requirements.

7. LEAVES

7.1 Vacation leave shall accrue from each Employee's original anniversary date, at the following rates:

7.1.a. For each Employee having less than four full years of continuous service to Employer, employee will accrue ten (10) hours per calendar month of employment. Employee will accrue a maximum of 120 hours annually (totaling 3 weeks).

7.1.b. For each Employee having at least four full years, but less than nine full years of continuous service to Employer, employee will accrue thirteen and one-third (13.3) hours per calendar month of employment. Employee will accrue a maximum of one hundred and sixty (160) hours annually (totaling 4 weeks). New employees hired on or after July 1, 2012 will earn up to a maximum of 4 weeks' vacation.

7.1.c. For each Employee having at least nine or more full years of continuous service to Employer, employee will accrue sixteen and two-thirds (16.66) hours per calendar month of employment. Employee will accrue a maximum of two hundred (200) hours annually totaling (5 weeks). Employees may maintain up to six weeks (240 hours) of vacation in their leave bank.

7.1.d. Employees must complete six months of employment to be eligible to take vacation. After six months of service, Employer will compensate Employees for

accrued vacation which is unused upon termination, at the Employee's current wage rate.

7.2 Paid Time Off: Employees shall receive forty (40) hours of Personal Time Off (PTO) per calendar year. Unused PTO may not be carried over and no Employee may accrue more than forty (40) hours of PTO. If the Employee is promoting from a previous PTO-eligible position, their current PTO balance shall remain intact and the next forty (40) hours of accrual will occur with the next calendar year.

7.3 Jury Duty: The District will grant court leave to allow benefited Employees to serve as juror or a witness in a court proceeding provided that the Employee is not a party to the action. Employees need to provide their supervisors with relevant documents verifying the need for court leave as soon as the need becomes known.

7.3a Jury Duty Compensation: Subject to the following conditions, eligible Employees will receive their regular base rate of pay for those hours spent in court, traveling to and from court when such time occurs during employee's regular scheduled work days and hours of work.

Court leave will not result in payment of overtime or be considered hours worked for purposes of determining eligibility for overtime, unless the court leave is related to the employee's job responsibilities.

Upon completion of jury/court/witness service for which the employee received his/her regular pay, the employee will forward any compensation received from the court or other party to the District upon receipt. Reimbursements received for out-of-pocket expenses such as meals, mileage, and lodging may be kept by employee.

An employee will not receive pay for the work time missed if s/he is required to miss work because of court appearances in a matter to which the employee is a party or serve as a witness for a party who has filed an action against the District or the employee is subpoenaed to appear on a matter unrelated to employment. However, the employee may choose to use his/her vacation.

7.4 Sick Leave

7.4.a. Sick leave will accumulate at the rate of eight (8) hours per month, with unlimited accrual. A doctor's certificate may be required by the Employer. Employee will be paid for time off for illness up to the limits of time accumulated. Abuses of sick leave may be subject to disciplinary action. Each Employee having unused sick leave on December 1 of each year shall have the opportunity to "sell" back to the District one-half (1/2) of their unused sick leave balance, up to a maximum of forty-eight (48) hours and shall be compensated at their regular hourly rate for such time. That time so paid shall be deducted from Employee's

accumulated, available sick leave time. Unused sick leave compensation shall be limited to that time which has accrued in the preceding twelve (12) months. Elimination of December annual 48-hour sick leave buy back for employees hired after July 1, 2011.

7.4.b. Employees who elect to retire after 20 years of service with the District may receive up to 20% of their accrued sick leave hours; adding 2% additional each year to 25 years (30% at 25 years) and 4% additional each year thereafter to a maximum sick leave buyout of 50% of up to 960 hours after 30 years of service.

As an alternative, employees retiring after 20 years or more of service may elect to convert their eligible sick leave hours with the same limitations identified above to a non-interest bearing District account for the purpose of paying medical insurance coverage and/or out-of-pocket medical expenses such as deductibles and co-payments at double the rate to a maximum of 100% of up to 960 hours after 30 years of service.

The non-interest bearing District account will be assigned a present value as of the date of retirement equal to the number of hours of sick leave times the employee's base hourly salary at the time of retirement. The District will debit said account on a dollar-for-dollar basis. This benefit is non-transferable and does not survive the retiree. Employees participating in this plan will receive a non-employee IRS Form 1099-MISC annually.

7.5 In the event of a death of a member of the Employee's immediate family, the Employee shall be granted a leave of absence, with pay, for a period of up to forty (40) working hours for final arrangements. For the purposes of this Section, the immediate family shall be defined as within the 3rd degree of consanguinity or affinity. See Exhibit C for consanguinity and affinity chart. Evidence of death may be required by the Employer.

8. UNION RIGHTS

- 8.1 A duly authorized representative of the Union may be permitted to talk on the job with Employees subject to this Agreement, for the purpose of ascertaining whether or not this Agreement is being observed by all parties, or in adjusting grievances, and for no other reasons. Union agrees that this privilege shall be so exercised as to not interfere with the work in the departments.
- 8.2 It is hereby mutually understood and agreed that no person is authorized to act as or is to be deemed to be an authorized agent of either party to this Agreement unless the party appointing such authorized agent has first notified the other in writing of such appointment and the scope of the authority of such an agent.

8.3 It is hereby agreed and understood that the following persons and no other shall be the authorized agents of the respective parties until further notice as provided in Section 8.2 hereof: Duly authorized agents of the Union shall be: Business Manager or Business Representative designated by the Business Manager.

Duly authorized agent of the Employer shall be the General Manager, or any other person authorized by Employer to act as his agent whose identity and scope of authority has been made known to the Local Union by written communication from said Employer.

9. DISCIPLINE AND DISCHARGE

9.1 Any Employee involved in a discussion with their immediate superior or management, who has reason to believe that discipline may result from said discussion, shall have the right to request their Steward or Union Representative be present during the discussion. If the Employee wishes to have Union representation during such discussions, it shall be the Employee's responsibility to make such wishes known and the Employer shall make arrangements for the desired representation.

The Employer agrees that no Employee will be disciplined or discharged without cause.

9.2 Verbal and written reprimands shall only be subject to review through Step 4 of the Grievance Procedure and shall not be subject to arbitration or litigation. Provided, however, that a written reprimand that is repeated and which is accompanied by a statement that more severe disciplinary action could follow is subject to arbitration. For any action which is not arbitrable, the affected Employee may prepare a written statement responding to the reprimand and such statement shall be included in the Employee's official personnel file(s), if it is submitted within five (5) calendar days of the final disposition by the General Manager or his/her designee. Such written responses shall remain in the official personnel file(s) for as long as the reprimand remains in file.

9.3 Any Employee being suspended, involuntarily demoted or discharged shall not be removed from the payroll or otherwise adversely affected until after the completion of a pre-disciplinary hearing before the department head or acting department head. The purpose of a pre-disciplinary hearing is for the Employee to respond to the specific charges and present evidence on his/her behalf. The Employee must be timely notified in writing of the dismissal, involuntary demotion or suspension and the reasons therefore. The notice must precede the hearing by at least forty-eight (48) hours, and may be delivered personally to the Employee or mailed to Employee at the Employee's last known address, by registered or certified mail, return receipt requested. If the notice is mailed, the effective date of the notice shall

be the date of delivery, or if the letter is returned to the sender, three (3) calendar days after mailing, The Employee shall have the right to be represented at this hearing by a Union Representative. After hearing the evidence presented at the hearing, the department head shall render a written decision within five (5) working days.

- 9.4 If the department head determines that Incline Village General Improvement District is in jeopardy if an Employee is not relieved of duties pending a pre-disciplinary hearing under Section 9.3 hereof, the department head may order, as part of the pre-discipline notice, that the Employee shall take an immediate involuntary leave of absence without pay, which leave shall expire on the date of the department head's written decision under Section 9.3 hereof. Such leave shall be without prejudice to the Employee. If the department head determines, based upon the evidence presented at the hearing, that the appropriate disciplinary action involves a demotion or a suspension of a shorter period of time than the leave of absence, then the Employer shall provide back pay to the Employee for the difference at the end of the same pay period. If the department head determines, based upon the evidence presented at the hearing, that the appropriate disciplinary action involves a suspension of a greater period of time than the leave of absence, or a discharge, then no back pay shall be due and, in the event of a suspension, the beginning date of the suspension shall be the same as the beginning date of the leave of absence.
- 9.5 Upon receiving the department head's written decision, an Employee who has been suspended, involuntarily demoted or discharged, shall have the right to appeal such decision through the Grievance and Arbitration Procedure of this Agreement, beginning at Step 4.

10. GRIEVANCES

- 10.1 Except where a remedy is otherwise provided for, any Employee shall have the right to present a grievance arising from his employment in accordance with the rules and regulations of this procedure.
- 10.2 All parties so involved must act in good faith and strive for objectivity, while endeavoring to reach a solution at the earliest possible step of the procedure. The aggrieved Employee shall have the assurance that filing of a grievance will not result in reprisal of any nature. The aggrieved Employee shall have the right to be represented or accompanied by a Representative of the Union at all stages of the grievance procedure.
- 10.3 Certain time limits in the grievance procedure are designed to quickly settle a grievance. It is realized, however, that on occasion the parties concerned may be

unable to comply with the established limitations. In such instances, the limitations may be extended upon the mutual agreement of all parties concerned.

10.4 Failure of the aggrieved Employee to file an appeal within the prescribed time limit for any step of the procedure shall constitute abandonment of the grievance. Employer shall abide by prescribed time limits.

10.5 Any person responsible for conducting any conference, meeting or hearing under the formal grievance procedure shall give due and timely notice to all persons concerned.

10.6 The grievance procedure shall be as follows:

Step 1. When an Employee becomes aware that dissatisfaction exists with their work or work situation, Employee should discuss the matter informally with their department head. Initial discussion should be sought by the Employee not later than ten (10) working days after the event giving rise to the grievance occurred, or ten (10) working days after the Employee should have had knowledge of the event, whichever is later.

Step 2. The Immediate Superior will hear the grievance and give their written decision within five (5) working days of the receipt of the formal grievance papers.

Step 3. If the written decision of the department head is unsatisfactory to the Employee, the Employee may request that the grievance be presented to the General Manager for review. This request must be made in writing within five (5) working days of the receipt of the department head's decision. The General Manager will hear the grievance and give their written decision within ten (10) working days of the receipt of the formal grievance papers.

Step 4. If the written decision of the General Manager is unsatisfactory to the Employee, the Union or Employee within ten (10) working days may request the grievance be advanced to arbitration. The arbitrator list will be requested within one-hundred twenty (120) days and the arbitrator from a list of seven (7) names supplied by the Federal Mediation and Conciliatory Service (FMCS), or another arbitration service mutually agreeable to the Employer and Union. The parties shall select the arbitrator by alternately striking names until one name remains. The Union representative shall strike the first name. The decision of the arbitrator shall be final and binding upon both parties.

10.7 The arbitrator shall have no authority to alter, amend, add to or subtract in any way the terms and conditions of this Agreement. The arbitrator shall confine their decision to a determination of the facts and an interpretation and application of this Agreement. The parties agree to each pay one-half the costs of the arbitrator.

11. CESSATION OF WORK

- 11.1 Under no circumstances shall any dispute or disagreement be permitted to cause a cessation of work. Employer hereby declares opposition to lockouts and Union hereby declares opposition to strikes, sympathetic or otherwise, and to stoppage or slowdown of work.

12. HEALTH AND WELFARE

- 12.1 Employer will provide and pay 100% of the insurance premium costs of medical, hospital, dental, prescription, and vision, for employees and dependents for all employees hired prior to June 30, 2012. All new employees hired after July 1, 2012 will pay twenty-five percent (25%) of dependent coverage. The employer will provide and pay 100% of the insurance premium costs for life, accidental death and dismemberment, and short term disability insurance for the employee through June 30, 2023.
- 12.2 The Employer shall provide a long-term disability plan at no cost to the Employees. The current plan will provide a benefit equal to 66 2/3% of monthly salary (not to exceed \$7,500.00 a month) commencing on the ninety-first (91) day of a qualifying disability.

13. PENSION

- 13.1 Pension benefits, as set forth herein, shall be paid after six (6) months of employment for Employees in the bargaining unit who choose to participate in the Operating Engineers Pension Trust Fund.
- 13.2 The Employer shall pay into the Operating Engineers Pension Trust Fund an amount equal to thirteen and three tenths (13.3) percent of the Employee's gross W2 wages. This amount includes the contribution to the Union's Retiree's Health Care Trust.
- 13.3 All Employees who are enrolled in the union pension system shall continue to be eligible for enrollment in the system as long as they are full-time Employees of Employer, whether or not they are members of the bargaining unit.
- 13.4 The Employer shall make the payments provided in Section 13.2 at the times and in the manner provided in the Trust Agreement creating the Pension Trust Fund for Operating Engineers, and is bound by all the terms and conditions thereof and any amendment or amendments thereto. Eligibility of Employees shall be determined by the Trustees of said Trust.
- 13.5 The Employer shall deduct for union dues and make available an automatic payroll deduction for credit union deposits.

- 13.6 As an alternative to the Operating Engineers Pension Trust Fund, Employees may elect to enroll in another pension plan available through Employer.
- 13.7 The District will "match" 100% of an employee's contribution into a deferred compensation plan up to 6% of the employee's annual wages, effective July 1, 2020.

14. VEHICLE USE AGREEMENT

The District will ensure the Utilities Superintendent has the available use of a District vehicle while at work and working. This vehicle will not be available for use outside of working hours.

15. MANAGEMENT RIGHTS

- 15.1 Incline Village General Improvement District retains the exclusive right, except as expressly stated herein, to operate and direct the affairs of the District in all its various aspects, including but not limited to, the right to direct the work force; to determine the size of the work force and the number of employees, classifications, and positions; to plan, direct and control all the operations and services of the District; to determine the methods, means, and organization by which such operations and services are to be conducted; to assign and transfer employees within its operations; to combine, divide, or reorganize its operations; to assign and schedule work; to establish reasonable work rules; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; and to change or eliminate existing methods, equipment or facilities.
- 15.2 Union agrees that Employer shall have complete freedom in questions involving termination of employment, transfer, advancement, and layoffs due to lack of work, except that no Employee shall be discharged for Union activities. Union recognizes and agrees that reprimands, suspensions and discharges of Employees for inefficiency, carelessness or insubordination are necessary and proper to the successful operation of Employer's business.
- 15.3 Nothing in this Agreement shall be construed as abrogating any rights that either party hereto has under the statutes of the State of Nevada.

16. TERM OF AGREEMENT

- 16.1 This Agreement shall become effective on the 1st day of July 2020, and remain in effect through the 30th day of June 2023. This Agreement shall continue in effect from year to year thereafter, unless either of the parties hereto gives notice to the other in writing, pursuant to NRS Chapter 288, in each year during which this Agreement may be automatically renewed, either of a desire to terminate or to modify this Agreement. In the event of such a notice, the parties hereto agree: (1) to

meet and confer with the other through their authorized agents for the purpose of negotiating a new Agreement or an Agreement containing the proposed modifications; (2) to notify such State and Federal agencies and boards within the time required by any applicable laws, of the existence of such dispute, provided that no agreement has been reached by that time; and (3) to continue in full force and effect without resorting to strikes or lockouts, all the terms and conditions of the existing Agreement for a period of (60) days after such notice is given to such State or Federal board or agency or until the expiration of the existing Agreement, whichever occurs later.

- 16.2 Reopener Language - This agreement shall be automatically reopened for all negotiation items beginning with FY 2020(July 1,2020-June 30,2023) reported on or about November 1, 2021 in-annual audit in the event the revenues to the District's General Fund useable in the year received decline from the total revenues received by the District's General Fund for the previous fiscal year, (audited), by 30% or if the unreserved ending fund balance in the District's General Fund has been budgeted for less than 4% of the actual expenditures from the General fund for the previous fiscal year pursuant to NAC 354.650(1), and the District has fully complied with the provisions of NAC 354,650(1).The parties agree to the above procedures constitute compliance with NRS 288.150(2) (w).


17. AGREEMENT BINDING UPON PARTIES

17.1 This Agreement shall be binding upon the heirs, executors, administrators, successors, and lessees of the parties hereto. In the event of the reorganization, transfer or change in the method of administering the service provided, the District shall provide the Agreement shall continue in full force and effect with the Union recognized as the proper bargaining representative of the Employees at the facility.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by their respective officers duly authorized to do so this 5 day of May 2022, 2021.

EMPLOYER:

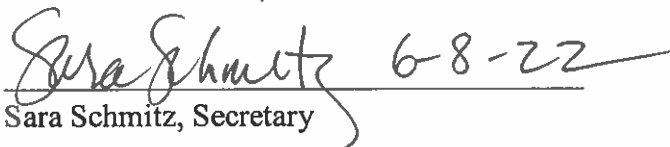
UNION:



Tim Callicrate, Chairman



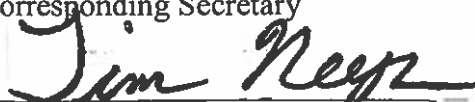
Dan Redding, Business Manager



Sara Schmitz, Secretary




Bruce Knoll, recording
corresponding Secretary




Tim Neep, Director of Public
Employees

Reviewed and Approved:



Indra Winqest, General Manager
Representative



Ralph Handel, Business



Joshua Nelson, Legal Counsel



James Youngblood

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by their respective officers duly authorized to do so this 5 day of 2022 May, 2022.

Exhibit A

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
Union Salary Ranges Pay Scale
Effective July 1, 2020

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT									
Standard Salary Ranges									
Effective July 1, 2021									
<i>Top of Ranges Increased 3% from previous year. Min to Max 40%</i>									
GRADE	HOURLY			BI-WEEKLY			ANNUAL		
	Minimum	Mid	Max	Minimum	Mid	Max	Minimum	Mid	Max
36	\$50.97	\$61.16	\$71.36	\$4,078	\$4,893	\$5,709	\$106,018	\$127,222	\$148,425

Exhibit B

<p>Incline Village General Improvement District Effective July 1, 2020 Union Salary Grid and Supervisory Responsibility Superintendent Bargaining Unit</p>

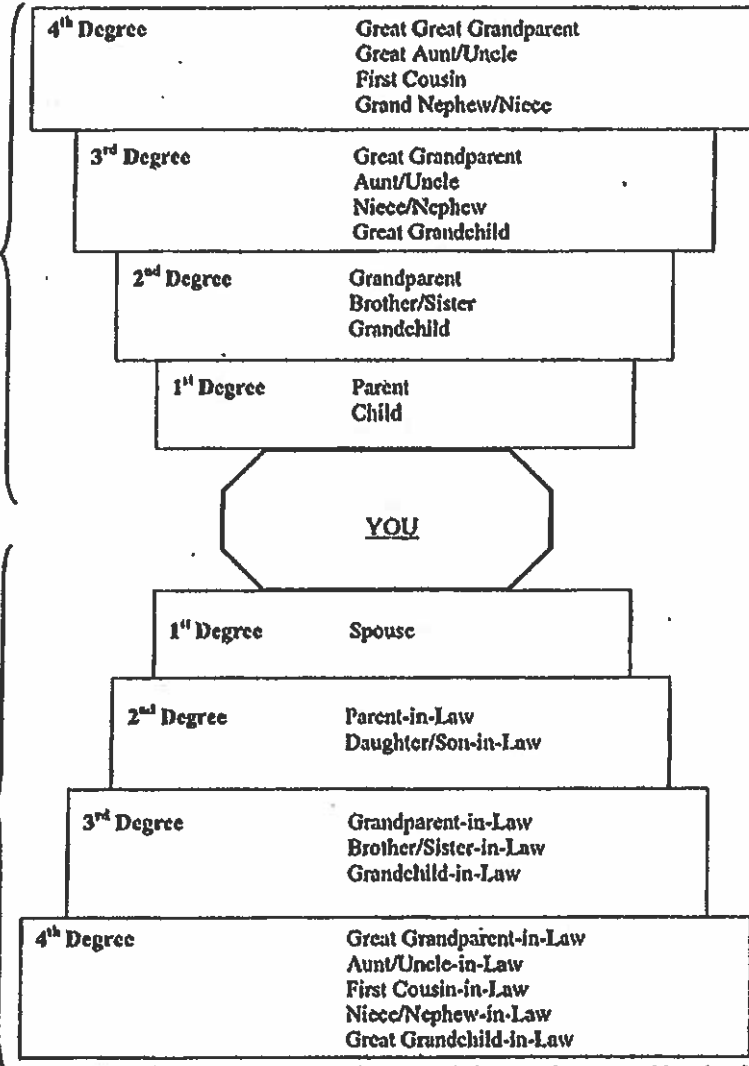
Supervisor Pay Grade	Job Classification	Highest Position Supervised
32	Fleet Superintendent	G10
32	Utilities Maintenance Supervisor	G10
31	Chief Chemist	G9
31	Collection/Distribution Supervisor	G11
31	Water/Waste Water Supervisor	G11

Exhibit C

CONSANGUINITY / AFFINITY CHART

CONSANGUINITY

AFFINITY



YQIZ

Note: Step relationships (step-brother, step-father, etc.) are considered to be the same as blood relationships. Domestic Partners are considered the same as spouse.

EXHIBIT D
Pay - For - Performance Matrix
Fiscal Year 2020 to 2023

If an employee is on a P I P they will not receive an increase for the year.

COLA floor will be no less than 1% and no cap on the ceiling.

Incline Village General Improvement District Effective July 1, 2020 Pay For Performance Matrix Superintendent Bargaining Unit
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Merit Adjustment	Performance Evaluation Rating on Anniversary Date of Hire	Performance Increase %
0%	Needs Improvement	COLA + Merit
2%	Meets Requirements	COLA + Merit
4%	Exceeds Requirements	COLA + Merit

Once an employee reaches the maximum annual salary based on current position and grade, the performance increases would be awarded as a lump sum check, calculated by multiplying the employee's maximum annual salary based on current position and grade by the percentage earned from their performance per the matrix.

This does not include Working out of Class increases of pay, as those are temporary increases for special circumstances. If those Working out of Classes become permanent to the base annual salary, they will be paid out.

EXHIBIT E
GRIEVANCE FORM

<u>Grievant Name</u>	<u>Date</u>
<u>Department</u>	<u>Work Telephone Number</u>
<u>Classification</u>	<u>Date of Incident Giving Rise</u>
<u>Article(s) & Section(s) of Contract Violated</u>	
<u>Explanation of Grievance (Attach additional sheets if needed)</u>	
<u>Remedy Sought (Attach additional sheets if needed)</u>	
<u>Employee Signature Date</u>	
<u>Steward Signature Date</u> <u>If available</u>	
<u>Business Representative/Designee Signature Date</u>	
<u>TO BE COMPLETED BY THE APPROPRIATE MANAGEMENT REPRESENTATIVE</u>	
<u>Date Received Date of Meeting Date of Grievance Response</u>	
<u>Step 1 Date Received Date of Meeting</u> <u>(Attach copy of written response)</u>	<u>Date of Grievance Response</u>
<u>Step 2 Date Received Date of Meeting</u> <u>(Attach copy of written response)</u>	<u>Date of Grievance Response</u>
<u>Step 3 Date Received Date of Meeting</u> <u>(Attach copy of written response)</u>	<u>Date of Grievance Response</u>
<u>Step 4 Date Received Date of Meeting</u> <u>(Attach copy of written response)</u>	<u>Date of Grievance Response</u>

GRIEVANCE FORM
To Be Completed by The Grievant (Please Print or Type)