

ATTACHMENT II Non-Supervisory

ARTICLE 1 Agreement

This Agreement became effective on the date of ratification by the Board of Trustees on July 1, 2026, whichever is later, by and between the Nevada Service Employees Union, SEIU Local 1107, hereinafter referred to as the "Union" and the Clark County Water Reclamation District, a special district of the State of Nevada, hereinafter referred to as the "District".

ARTICLE 2 Intent

It is the purpose of this Agreement to promote and provide a responsible labor relations policy between the District and the employees covered herein; to secure an orderly and equitable disposition of grievances which may arise under the Agreement; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours, and other specified conditions of employment of the employees covered hereby. It is intended by the provisions of this Agreement that there be no abrogation of the duties, obligations or responsibilities of the District expressly provided for by federal law, state statutes, and/or local ordinances, except as expressly limited herein. It is the mutual intent of the parties that the District, Employees, and Union representatives conduct themselves with respect, dignity, and courtesy.

ARTICLE 3 Recognition

1. The District hereby recognizes the Union as the sole and exclusive collective bargaining representative of the District employees assigned to the classifications listed in Appendix A who are eligible to be represented by the Union except as limited by Section 2 of this Article. The Union shall be notified of additions to the list of classifications (Appendix A), within seven (7) days of posting for the position classification and shall receive thirty (30) days advance notice of any deletions. Upon written request by the Union, the parties shall meet and confer regarding deletions within the thirty (30) day notification period referenced herein. Both parties recognize that the Union retains its right to appeal under the provisions of NRS 288.170.
2. District employees who are excluded from the bargaining unit are as follows:
 - a. Those employees certified to another bargaining unit under the provisions of NRS Chapter 288.

- b. Elected officials, if excluded by law.
 - c. Administrative employees.
 - d. Employees of District Human Resources and all other confidential employees.
 - e. Employees exempted in accordance with NRS 245.216.
 - f. Probationary employees.
 - g. Temporary employees.
 - h. Part-time hourly employees.
 - i. Volunteers.
3. Subject to the provisions of NRS 288, the District reserves the right to withdraw recognition of the Union in the event the Union:
- a. Fails to present a copy of each change in its constitution or bylaws, if any, or to give notice of any change in the roster of its officers, if any, and representatives;
 - b. Disavows its pledge not to strike against the local government employer under any circumstances;
 - c. Ceases to be supported by a majority of the local government employees in the bargaining unit for which it is recognized;
 - d. Fails to negotiate in good faith with the local government employer.
- Such action shall only be taken if the District first receives the written permission of the Local Government Employee-Management Relations Board.
4. On a monthly basis, the District shall provide to the Union, in Excel compatible electronic format the following related to District employees eligible for inclusion within the unit:
- a. New hires by name, home address, classification, Service Group/Section, date of hire and hourly wage.
 - b. Employees separated from employment. The report shall indicate the classification, Service Group/Section, and the date of the action.
 - c. Employees being transferred or promoted. The report shall indicate the date of the action as well as the classification and Service Group/Section prior to and at

the completion of the action.

- d. Rehires by name, home address, classification, employment status, Service Group/Section, date of rehire, and hourly wage.

On a monthly basis, the District shall provide to the Union, in Excel compatible electronic format, a complete list of District employees eligible for inclusion in the unit, and shall indicate current classification, Service Group/Section, current address, dues paying status, date of hire, benefit accrual date, and current hourly wage for each employee listed. All information is furnished for the exclusive use of the Union and shall not be used for any other purpose or be given to any other person or organization without the express written approval of the employee involved. The District shall allow the Union forty-five (45) minutes at least two hours prior to the end of the orientation to present information at each New Employee Orientation. The District and the Union will work together to accommodate different times for the presentation as may be needed. The District agrees that employees will not be dismissed to avoid the Union presentation.

ARTICLE 4

Discrimination Clause

The District, the Union, and any other party bound by this Agreement shall each apply the provisions of this Agreement equally to all employees in the Union without discrimination as to race, color, religion, sex, sexual orientation, gender identity or expression, age, physical or visual handicap, national origin or because of political or personal reasons or affiliations.

ARTICLE 5

Anti-Strike Clause

The Union agrees not to strike, nor to endorse, support, assist or encourage in any way any individual employee or group of employees to participate in any strike against the District.

ARTICLE 6

Management Rights

1. Intent

All rights and responsibilities of the District granted by applicable Federal, State, or Local laws or regulations that are not specifically modified by this agreement will remain the exclusive management rights of the District.

2. The District is entitled, without negotiation, to the sole right and authority to operate and direct the affairs of the District in all its various aspects. Those rights include but are not limited to the following:

- a. To hire, direct, promote, assign, transfer, coach, take disciplinary action against any employee, but excluding the right to assign or transfer as a form of discipline. Transfers and reassignments for the improvement of personnel staffing and utilization shall not be deemed a form of discipline.
 - b. To reduce in force or lay off any employee because of lack of work or lack of funds. In exercising this right, the local government employer shall comply with all other applicable provisions of NRS, if any.
 - c. To determine:
 - (1) Appropriate staffing levels and work performance standards, except for safety considerations;
 - (2) The content of the workday, including without limitation workload factors, except for safety considerations;
 - (3) The quality and quantity of services to be offered to the public;
 - (4) The means and methods of offering those services; and
 - (5) The supplier of goods and services. No permanent employee will be laid off as a result of contracting goods or services.
 - d. To maintain the efficiency of its operations.
 - e. To determine the methods, means, and personnel by which its operations are to be conducted; and
 - f. To take whatever actions may be necessary to carry out its responsibilities in situations of emergency.
3. All rights and responsibilities of the District not specifically modified by the Agreement shall remain the functions of the District. The above enumerated management rights shall not contravene the expressed terms of this Agreement and shall be subject thereto.

ARTICLE 7

Employee Rights

1. The District and the Union agree that employees eligible for membership in the Union shall have and shall be protected in the exercise of their right freely and without fear of penalty and reprisal, to form, join, and participate in authorized and appropriate Union functions. The freedom of such employees to assist the Union shall be recognized as extending to participation in the management of the Union in the capacity of a Union officer or steward,

including, following notification of the appropriate management representatives, presentation of its views to the officials of the District. The District shall not interfere, restrain, or discriminate against any employee exercising their rights under this Section.

2. The District shall provide bulletin boards of at least 24 x 36 inches for use by the Union to enable employees in the bargaining unit to see notices posted thereon when reporting to or leaving their workstations or during their break periods.
3. The Union may send three (3) mass emails per month to the bargaining unit. Mass emails will be provided to District Human Resources for approval and distribution via the District email system and shall be sent within two (2) working days from the time of receipt. The content of mass emails shall adhere to restrictions as set forth in Section 5. The parties shall meet within sixty (60) days of ratification concerning the details of the email distribution list and process by which emails will be distributed. ~~The parties agree that the mass email shall be sent by the Union, not by the District.~~
4. All notices which appear on the Union's bulletin boards shall be posted by the highest ranking local Union official or their designee, as identified in writing and shall relate to items of interest to the members.
5. It is also understood that no material may be posted on Union bulletin boards at any time which contain the following:
 - a. Personal attacks upon any other member or any other employee;
 - b. Scandalous, scurrilous or derogatory attacks upon the District, including elected officials, administration, or other employees;
 - c. Attacks on any other employee organization, regardless of whether the organization has local membership; and
 - d. Attacks on and/or favorable comments regarding a candidate for a political office within County, State, or Federal government.

ARTICLE 8

Union Rights

1. Union stewards will be designated by the Union. The Union may designate a minimum of one steward for every thirty (30) eligible employees.

Within thirty (30) days of the signing of this Agreement, the Union shall provide the District Human Resources, in writing, a complete list of stewards and elected officers, and indicate their assignments. The Union will notify the District, in writing, within ten (10) working days of any change regarding stewards or elected

officers.

2. All stewards shall submit a leave request form to notify and receive approval for release from duty from their immediate supervisors/managers each time they need to conduct a Union activity or business. A report of all request(s) approved for the release of duty for Union activities and business shall be maintained by the District Human Resources and sent to the Union. Stewards shall be relieved of duty unless operational demands prohibit granting the request. Use of steward time shall not be abused by the employee and use of said time will not be unreasonably withheld by the immediate supervisor. An alternate Union steward may serve in the absence of the Service Center/Group steward(s) or the chief steward who is on authorized leave or is otherwise unavailable.
3. The parties agree that they will work cooperatively to ensure that representational activities of steward(s) do not unreasonably hinder effective working relationships, productivity, or services.
4. Union business during working hours shall include the representation of employees at the following:
 - a. Meetings scheduled and held with the Service Center AGM/DGM or designee;
 - b. Grievance review hearings, arbitration, discipline, demotion, suspension, termination hearings, attendance at contract committee(s) meetings and the monthly Union steward meetings.

Any other Union related activities shall be deducted from the hours defined in Section 8.
5. Only one (1) steward shall be allowed to represent an employee at a meeting or hearing during any one shift. In the case of a newly elected or duly appointed steward, that steward shall have the opportunity to accompany a steward at a meeting or hearing as an observer. A newly elected or duly appointed steward shall be considered a steward who is within ~~ninety (90) days~~ **ONE (1) YEAR** of being elected or appointed. **NO MORE THAN TWO (2) UNION REPRESENTATIVE WILL ATTEND A MEETING.**
 - a. A steward's attendance at such meetings or hearings shall be subject to the terms of this Agreement.
 - b. An employee is entitled to be represented by a Union steward at all meetings where discipline is given in writing.
 - c. After being notified of an impending investigatory interview, or a meeting at which discipline is to be given in writing, the affected employee may elect to have a Union representative present.

- d. In addition, if during the course of a meeting an employee has reasonable belief that disciplinary action will result from a meeting with management then an employee may request a Union steward attend the meeting as their representative.
 - e. Monthly Union steward meetings shall be held no earlier than 4:00 p.m. The Union shall furnish the District Human Resources AGM/DGM a copy of the record of attendance of the steward meeting.
- 6. Two (2) non-employee representatives of the Union may meet with an employee on District work premises for the purpose of preparing for a grievance or arbitration hearing during the employee's work hours once the employee has requested to be released from duty through the leave request attendance process. Other Union business conducted by non-employee representatives must be conducted during the employee's work breaks or lunch period.
- 7. Union activities and business shall not interfere with any employee's duties. All non-employee representatives must notify and obtain permission from District Human Resources before entering the work area during working hours to meet with an employee(s) or otherwise conduct Union business. Upon entering the work area during breaks or lunch periods, non-employee representatives must identify themselves and make arrangements through District Human Resources to meet with a particular employee. Permission granting access will not be unreasonably denied.
- 8. For each separate fiscal year covered by the term of this Agreement, the Union will be allocated a total of 300 hours leave without loss of pay for designated Union members to investigate grievances, attend conferences, legislative sessions or conventions, and other Union business not specified in Section 4. If a District employee serves as President of the Union, the Union will be allocated an additional 300 hours for a total of 600 hours leave without loss of pay, during the Presidential term.
 - a. Per Diem and/or travel shall not be provided by the District.
 - b. Such leave shall not be cumulative from fiscal year to fiscal year. The District shall not be responsible for any industrial injury claims resulting from activities performed on behalf of the Union away from District work locations during normal duty hours.
- 9. If the Union President is an employee of the District, they shall be scheduled twenty (20) hours paid time off per calendar week to accomplish general Union business. As a practical matter for employment record keeping, the Union President will be assigned to the AGM/DGM of the Service Center in which they are employed. The Union President will keep their AGM/DGM informed of their whereabouts and activities and will continue to follow vacation and sick leave request, approval and usage policies. If the Union Executive Vice President is an employee of the District, they shall be scheduled four (4)

hours paid time off per calendar week to accomplish general Union Business.

10. One chief steward(s), as designated by the Union, shall be scheduled for one (1) paid shift off per calendar week to accomplish general Union business. Once appointed, the chief stewards shall be scheduled by the Union and such schedule shall not be changed, unless thirty (30) days advance notice of the change is given by the Union to the District. The Union shall notify the District Human Resources AGM/DGM, in writing, of the chief stewards' schedules and changes related thereto. The chief stewards will be assigned to their supervisor and will be required to adhere to their established schedules for work and Union business. Chief stewards will continue to follow vacation and sick leave request, approval and usage policies. The scheduling of such leave will be at the discretion of the chief steward's supervisor and must be approved in writing before it is used.
11. Union business, as defined in Section 4 of this Article, shall be coordinated between the District and the chief stewards to encourage their participation in such meetings when on paid leave status. In the event the employer schedules a meeting or hearing at a date or time when the chief stewards are on duty, a chief steward shall be permitted to attend such meeting and such attendance shall not be charged to the bank hours under Section 8 of this Article.
12. An employee will not be compensated for participating in Union activities, business or attendance at negotiation meetings outside of their scheduled shift.
13. The Union President, if a District employee, shall be exempt from a reduction in force.

ARTICLE 9

Employee Deductions

1. The District shall deduct from the wages of those employees who occupy a position listed in Appendix A and pay over to the proper officers of the Union any monies which the Union advises may be due it from such employees, provided that the employee has individually and voluntarily authorized such deductions to be made. Payroll deductions shall commence on the first pay period following the District's receipt of a completed Authorization Form.
2. The District agrees not to honor any check off authorizations or dues deduction authorizations executed by any employee in the bargaining unit in favor of any other labor organization or organization representing employees for purposes of negotiation for wages, hours, and working conditions, and other fringe benefits for its members unless otherwise authorized by the Local Government Employee-Management Relations Board.
3. The Union agrees to indemnify, defend and hold the District harmless against any and all claims or suits that may arise out of or by reason of action taken by the District in reliance

upon any authorization cards submitted by the Union to the District. The Union agrees to refund to the District any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence of error or mistake.

4. The Union will certify to District Human Resources, in writing, the current rate of membership dues. The District will be notified of any change in the rate of membership dues thirty (30) days prior to having to make the change to the payroll deduction. Dues shall be remitted per pay period to the Union by District. Along with the remittance, the District will provide the Union, in electronic format, a listing of the bargaining unit employees with social security numbers and the dues amount paid. The Union will advise the District when employees elect to withdraw membership. The District will stop dues deductions within 30 days after receipt of notification from the union.
5. The District will not be required to honor for any month's deduction any authorizations that are delivered to it later than seven (7) days prior to the second payday of the month.
6. If an employee-member transfers to another bargaining unit position from one District Service Center to another, they shall be continued on the dues deduction rolls.
7. Execution of a dues membership form, does not determine employee eligibility for inclusion in the bargaining unit. The scope of the bargaining unit is reflected in Article 3, Recognition.

ARTICLE 10

Labor/Management and Safety Committees

1. The District subject to this Agreement shall establish a Committee, within thirty (30) calendar days of ratification of this Agreement, as follows:
 - a. A twelve (12) member Labor/Management Committee, which shall be comprised of a minimum of six (6) employees, equally seated between the Supervisory and/or Non-Supervisory units, and six (6) Management representatives comprised of employees in separate Service Centers representing Supervisory and/or Non-Supervisory units,
 - b. A Safety Committee, which shall be composed of a minimum of six (6) employees, equally seated between Union and Management with Union Representatives will comprised of employees in separate Service Centers representing Supervisory and/or Non-Supervisory units.
2. Union Committee members shall be appointed by the Union designated representative within thirty (30) calendar days of ratification of this Agreement and Management Committee members shall be appointed by the Service Center AGM/DGM or designee within thirty (30) calendar days of ratification of this Agreement. Members of these

Committees shall serve at the pleasure of the appointing party. Each Committee shall meet monthly, on mutually agreed dates and times, unless a majority votes to cancel the meeting, or as needed for situations requiring immediate attention, and shall be for the purposes of:

- a. Exchanging general information of interest to the parties;
- b. Giving the Union representatives the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members; and
- c. These Committees will request information or provide recommendations arising from their deliberations in writing and forward to the Service Center AGM/DGM for consideration utilizing the following process:
 - i. The Service Center AGM/DGM or designee shall evaluate the written request/recommendation in good faith and inform the recommending Committee verbally or in writing of their decision within forty-five (45) calendar days of receipt of the request/recommendation. If the request/recommendation is approved, it shall be implemented within ninety (90) calendar days unless otherwise specified by the Service Center AGM/DGM or designee. If the request/recommendation is rejected, the Service Center AGM/DGM or designee shall provide detailed, written justification for the rejection within forty-five (45) calendar days of receipt of the request/recommendation.
 - ii. The Committee may amend its request/recommendations and resubmit to the Service Center AGM/DGM or designee for approval and implementation. The Service Center AGM/DGM or designee shall evaluate the resubmitted request/recommendation in good faith and inform the recommending Committee in writing of their decision within thirty (30) calendar days of receipt of the request/recommendation. If the request/recommendation is approved, it shall be implemented within sixty (60) calendar days unless otherwise specified by the Service Center AGM/DGM or designee. If the request/recommendation is rejected a second time, the Service Center AGM/DGM or designee shall provide detailed, written justification for the second rejection. within thirty (30) calendar days of receipt of the request/recommendation.
 - iii. After the second rejection, the Committee may submit its request/recommendation for consideration to the General Manager or designee. The General Manager or designee shall issue a written decision within forty-five (45) calendar days of receipt of the request/recommendation. For purposes of this Article only, the decision of

the General Manager or designee shall be final and not subject to the grievance process as outlined in Article 11 of this Agreement.

- d. Discuss and make recommendations on the maintenance of proper safety standards, the responsibility of employees concerning safety practices, and to give input in the development of overall accident prevention programs and elements.
3. The Committees established under this Article shall develop mutually acceptable ground rules which do not conflict with any provisions of the Collective Bargaining Agreement and include, but not be limited to:
 - a. Provide an agenda at least three (3) calendar days prior to each meeting;
 - b. Allow Committee members to make changes to the agenda;
 - c. Post minutes and/or recordings in a manner accessible by District employees
4. Neither of these Committees, the AGM/DGM, nor the General Manager or designee shall have the authority to:
 - a. Alter the meaning/intent of the Collective Bargaining Agreement or make any decisions binding the parties;
 - b. Bargain for the parties on any issue or formalize policies on matters subject to collective bargaining; or,
 - c. Determine disposition of any grievance(s).
5. All issues discussed within the purview of these Committees will be limited to District matters. The Committees may not address issues beyond the scope of the District.
6. The District shall continue to undertake all reasonable efforts to provide for employee health and safety in accordance with all laws applicable to its operations concerning the safety of employees covered by this Agreement. All such employees shall comply with all safety rules and regulations established by the District.
7. To facilitate the adjustment of work schedules, the Committees shall notify all members and their immediate supervisors of the dates and times of Committee meetings immediately upon the parties reaching mutual agreement as to the date of any such meeting.
8. Union Committee members shall not lose pay for time spent in any meetings authorized by the provisions of this Article. Time spent in any meeting authorized by the

provisions of this Article shall be counted as time worked for the purpose of computing overtime only if the time spent falls within the employee's regularly scheduled work hours.

ARTICLE 11

Dispute Resolution Procedures

1. Intent of this Article is to provide an exclusive procedure for the resolution of certain disputes between and employee(s) and the District. The Union and District should make every possible effort to settle differences without making use of the procedure contained in this article.
2. A grievance is defined as a filed dispute between the Union, on behalf of an employee(s), and the District over the interpretation and/or application of the express terms of this Agreement or a dispute over the issuance of discipline as defined herein. A grievance shall not be defined to include any matter or action taken by the District or its representatives for which the Equal Employment Opportunity Commission (EEOC) or Nevada Equal Rights Commission (NERC) has jurisdiction or any matter specifically excluded from grievance and arbitration by other provisions of this Agreement. However, the fact that the EEOC or NERC may have jurisdiction shall not prevent the filing of a grievance by the Union to preserve other rights of the Union or an employee covered by this Agreement. The parties may agree in writing to suspend grievance deadlines while an EEOC or NERC proceeding is pending. Disputes specifically excluded in other Articles of this Agreement from the dispute resolution procedures shall not be construed as within the purview of this Article.
3. Time Limitations
 - a. If mutually agreed, either party may request, in writing, a waiver of the time limitations set forth in this Article.
 - b. A grievance shall be considered abandoned if not filed and processed by the Union on behalf of the employee, where indicated in accordance with the time limitations. The District shall notify the Union Executive Director or designee in writing when a grievance is considered abandoned.
 - c. Failure on the part of the District to respond to a grievance in accordance with the time limits set forth in this Agreement shall result in the grievance advancing to the next step of the procedure. The failure on the part of management to process a grievance will be given serious weight in the resolution or retroactivity of an award. A waiver of timelines requested by the Union or District will be taken into consideration in the determination of any retroactive award.

4. No prejudicial, discriminatory or retaliatory action may be taken, at any time, by the Union or the District against any person for their participation in or statements made in the investigation or settlement of a grievance.
5. For resolving grievances at the earliest possible point in time, both parties shall make full disclosure of any and all the facts and evidence which bear on the grievance, including but not limited to furnishing copies of evidence, documents, reports, written statements and witnesses relied upon to support their basis of action. Both parties agree to share such facts and evidence at least three (3) working days prior to Step 1 or Step 2 meetings. If the produced information requires further investigation, the non-disclosing party may request an additional three (3) working days to collect and submit additional information. Both parties agree to share such facts and evidence at least five (5) working days prior to a Step 3 Hearing. For terminations, the Union may request reasonable information up to two (2) working days prior to any step of the grievance process. An arbitrator will not consider any evidence from a party who willfully failed to produce such evidence. If an arbitrator chooses to consider information not disclosed during a Step 1 or Step 2 hearing, the arbitrator should consider the circumstances of the untimely disclosure in giving weight to the information disclosed.

Section 1 - Discipline

1. Discipline is defined as an employee's documented oral warning, admonishment, written reprimand, final written warning, suspension, demotion, or involuntary termination from District service. Any matters for which the NERC, EEOC, or District Human Resources has jurisdiction will be handled through a procedure identified in this Article, Section 3, NERC/EEOC Procedure.
2. Prior to formal progressive discipline, supervisors or managers shall engage in coaching and counseling of an employee. If an employee is given a coaching and counseling a written record must be provided to the employee summarizing the coaching and counseling and will not be maintained in the official employment file. Prior to issuing progressive discipline, Management will consider if additional coaching and counseling is warranted based on the nature of the action and time frame since the last coaching, if applicable, utilizing a 180-day guideline. A coaching and counseling or an issue resulting in a coaching and counseling will only be referenced in the evaluation in the review period in which it occurred. The Union recognizes the need for more severe initial disciplinary action in the event of major violation of established rules, regulations or policies of the District or its operating Service Centers.

Progressive discipline based on performance shall not be issued without providing the employee at least thirty (30) calendar days to improve performance between each disciplinary step from the documented oral warning, up to the final written warning. An eligible employee that has been issued a final written warning that continues to

demonstrate performance deficiencies may be suspended up to five (5) days without pay. Upon return from suspension the employee shall be given a final thirty (30) calendar days to correct performance deficiencies. Failure to correct these deficiencies within this period may result in termination.

With each step of discipline for performance issues the District shall provide the employee with written corrective action expectations to be attained over the thirty (30) day period. The District shall also complete its investigation of any alleged employee violation within a reasonable time period.

Arbitrators used for written reprimands, final written warnings, suspensions, demotions, and involuntary terminations of this Article shall be jointly selected by the parties. The arbitrators must meet the requirements established in the Arbitrator Guidelines.

3. The arbitrator shall conduct a grievance proceeding adhering to the mutually developed guidelines governing the process. The arbitrator will consider the incident and the discipline in terms of severity of the action, evidence of progressive discipline and appropriateness of the disciplinary action. Progressive discipline includes a documented oral warning, an admonishment, one (1) or more written reprimand(s), a final written warning, suspension, and, thereafter, termination. The Union recognizes the need for more severe initial disciplinary action in the event of major violation of established rules, regulations or policies of the District. The decision to uphold the disciplinary action will be based on the reasonableness of the discipline imposed by the supervisor in response to the actions taken or not taken by the employee.
4. All appeals of disciplinary action for written reprimands, final written warnings, suspensions, demotions and involuntary termination of employees covered by this Agreement shall be handled solely in accordance with the procedure set forth in this Section, with the decision of the arbitrator being final and binding on the parties. The District shall provide written notice to the Union of all disciplinary actions within five (5) calendar days.
5. No employee who has satisfactorily completed probation may be disciplined without just cause. Just cause may include, but not be limited to inefficiency, incompetence, insubordination, moral turpitude, habitual or excessive tardiness or absenteeism, abuse of sick leave or authorized leaves, withholding services as a result of a strike, or a violation of established District work rules or procedures.
6. Employee's will be notified when discipline information is placed in their employment file. Upon written request of the employee to the District Human Resources AGM/DGM, the employee or their Union representative shall have the right to review items in their employment file. The employee may provide rebuttal comments to be attached to original documents where the employee believes appropriate. Such rebuttal comments must be restricted to the document in question.

7. Although documented oral warnings and admonishments are not subject to the full disciplinary procedure, an employee who receives an oral warning or admonishment may, within five (5) working days of receipt of the oral warning or admonishment, submit a rebuttal in writing, which shall be attached to the warning or admonishment. Such rebuttal comments must be restricted to the specific warning or admonishment in question.
8. Upon written request by the employee to the District Human Resources AGM/DGM, the employee shall have all documented oral warnings removed from their employment file that were issued more than six (6) months prior to the request, admonishments removed that were issued more than twelve (12) months prior to the request, written reprimands that were issued more than eighteen (18) months prior to the request, and final written warnings that were issued twenty-four (24) months prior to the request, and all suspensions, with the exception of suspensions issued as a result of discrimination or NERC/EEOC findings, that were issued more than thirty-six (36) months prior to the request, provided that no ensuing discipline occurred. Suspensions resulting from a discrimination and/or harassment investigation shall be removed from the employment file after sixty (60) months provided no additional discipline for discrimination and/or harassment has been issued. Upon removal, the documented oral warning or admonishment will be sent to the employee and shall not be used or referenced in any future disciplinary proceeding or performance evaluations, as defined herein. The District will expunge any electronic copies of the specific discipline in compliance with the above referenced timelines. In the event an employee fails to make the written request as referenced above, the expired discipline(s) will not be used in any future proceedings. Department of Homeland Security Violations which result in a final written warning and are upheld by an arbitrator or not grieved, will remain in the employee's employment file permanently.
9. Upon written request or authorization by an employee involved in a disciplinary hearing, the employee or their Union representative may obtain data that is necessary from the employment file of the employee subject to the discipline in preparation of a grievance meeting or arbitration.
10. An eligible employee who is to be issued discipline as defined herein this Article shall be given the discipline, in writing, at a meeting with management. The employee may request a Union representative to be present at the meeting. An employee shall be given at least twenty-four (24) hours' notice of the meeting and advised of the purpose, time, date, and site of the meeting, except when an employee's continued presence in the workplace is unsafe for co-workers, the public, or other District resources.
11. An eligible employee who is recommended for demotion shall be given a written statement setting forth the reasons upon which the proposed demotion is based. The statement shall include an identification of the specific reasons against the employee and an explanation of the evidence. Grievances regarding demotions shall be initiated at

Step 2 of the disciplinary procedure within five (5) working days of the effective date of the demotion.

12. An eligible employee who is recommended for termination, unless the employee is in a leave without pay status or has violated their last chance agreement, will be placed on paid administrative leave pending the Step 1 pre-termination meeting and shall receive written notification of such recommendation. The Step 1 meeting shall take place no sooner than three (3) working days from the effective date of the proposed termination but within five (5) working days after receipt of the notification unless extended by the Human Resources AGM/DGM or designee in which case the employee will remain on paid leave status until the Step 1 meeting is held, unless the employee is in a leave without pay status or has violated their last chance agreement. An employee who grieves the termination decision of the General Manager as a result of the Step 1 pre-termination meeting may initiate the grievance at Step 2 within five (5) working days from the date of receipt of the Step 1 decision. In the event a termination is overturned by the arbitrator at the Step 3 hearing, the arbitrator has the ability to mitigate the final outcome to the employee by imposing a lesser penalty, as defined in the progressive discipline process, including a leave without pay provision.
13. Employees party to an investigation will be given notice of the investigation and their role as a witness or subject of the investigation. Upon request of an employee or their Union representative, Human Resources will provide the status of a Labor Relations investigation to which the employee is a party. Excluding discrimination and harassment, investigations shall be completed within ninety (90) days and discipline, if any, imposed within fifteen (15) business days of the conclusion of an investigation. The District may request additional time to complete an investigation.

Section 2-Arbitration Procedures for Contract Interpretation/Discipline.

Grievances relating to the interpretation and application of the express terms of the agreement shall be initiated at Step 2 of this procedure and shall be initiated within ten (10) working days of the employee's knowledge of the contract violation. The grievance shall state the violation and cite the article and section.

Step 1 – General Manager (designee) Response

The Union, on behalf of an employee, who believes that the employee has a grievance relating to the issuance of discipline, shall reduce the grievance to writing and submit it to the Human Resources office within ten (10) working days. Within ten (10) working days of receipt of the grievance, the General Manager or their designee, a Human Resources representative, a Union representative, and the affected employee will meet to try to resolve the problem. If desired, both parties may choose an additional representative who may attend the meeting. A notification of the meeting time, date, and location will be sent via email to the Union hall, Union representative, and the employee prior to the meeting. If the problem is not resolved at the

meeting, the General Manager, or their designee, shall have five (5) working days from the date of the meeting to respond, in writing, to the grievance. The response shall be sent by email to the Union Executive Director. Copies of the response shall be sent to the District Human Resources representative, the Union representative, and the affected employee.

Step 2 – General Counsel (designee) Response

If the grievance is not settled at Step 1, the Union, on behalf of an employee(s), may, within five (5) working days of the receipt of the Step 1 decision, file an appeal of the decision with the Human Resources office as representative of the District, as defined in Section 1. Within ten (10) working days of receipt of the request for appeal, the General Counsel, or their designee, will meet with the affected employee, a Union representative, and a Human Resources representative to try to resolve the problem. If desired, both parties may choose an additional representative who may attend the meeting. A notification of the meeting time, date, and location will be sent via email to the Union hall, Union representative, and the employee prior to the meeting. If the problem is not resolved at the meeting, the General Counsel or designee shall have five (5) working days to respond in writing to the grievance giving their decision. The response shall be sent by email to the Union Executive Director. Copies of the response shall be sent to the affected employee, Human Resources, and the Union representative. As referenced in Article 8, Paragraph 5, one additional steward may attend a meeting as a steward in training.

Step 3 - Arbitration

1. If the Step 2 decision is deemed unacceptable, the Union, on behalf of an employee, may make a written request for arbitration within fifteen (15) working days of receipt of the Step 2 decision. The District shall hold the arbitration request in abeyance pending the presentation of the case to the SEIU Arbitration Council. The SEIU Arbitration Council must make a decision on the matter within sixty (60) calendar days of receipt of the Step 2 decision. If the Human Resource (HR) AGM/DGM has not received a written confirmation that the Union is moving the case to arbitration within the designated sixty (60) calendar days, the matter will be considered abandoned.
2. In such event, the parties shall select an arbitrator from a panel of arbitrator provided through the Federal Mediation and Conciliation Services (FMCS). A new panel of arbitrators will be obtained for every arbitration. The arbitrators will be selected by having a representative from each party meet and strike names from the panel. The Union is entitled to the first strike. Then the parties will rotate. The parties will split the costs of obtaining each arbitration panel from FMCS. The District shall notify the Union whenever a non-member invokes arbitration, the date the non-member invokes arbitration, and the arbitrator selected.

3. The arbitrator's decision shall be final and binding on all parties to this Agreement as long as the arbitrator does not exceed their authority as set forth below and as long as the arbitrator performs their functions in accordance with the case law regarding labor arbitration, the provisions of the U.S. Uniform Arbitration Act, and where applicable, NRS. The parties shall not be required to supply a Court Reporter to transcribe a Step 3 hearing. The District will make an audio recording of the arbitration and furnish a copy of the same to the Union within a reasonable time after the hearing has been conducted. The fees of the Arbitrator shall be borne by the losing party.
4. Only one (1) grievance may be decided by the arbitrator at any hearing unless it is shown that the grievance being considered is related to another grievance pending a Step 3 hearing for the same employee and for a similar infraction. It shall be the arbitrator's sole determination to consolidate the grievances into one hearing. The arbitrator shall within a reasonable period of time prior to the hearing date inform both parties of their decision regarding consolidation.
5. The arbitrator shall not have the authority to modify, amend, alter, ignore, add to, or subtract from any of the provisions of this Agreement. The arbitrator is without power to issue an award inconsistent with the governing statutes and/or ordinances of the jurisdiction. The arbitrator, in the absence of expressed written agreement of the parties to this Agreement, shall have no authority to rule on any dispute between the parties which is not within the definition of a grievance set forth in this Article. The arbitrator shall consider and decide only the particular issues presented by the Union and the District, and the decision and award shall be based solely on their interpretation of the application of the express terms of this Agreement. Any and all settlements or awards issued by the arbitrator shall be limited in retroactivity to the date of alleged violation or date of the filing of the grievance as decided by the arbitrator.
6. Subject to the provisions of Paragraph 2 of this Article, the arbitrator shall not have the authority to excuse a failure by the employee, the Union, or the District to comply with the time limitations set forth above unless mutually agreed by both parties.
7. If the parties disagree about the arbitrability of a grievance, the arbitrator shall decide this issue prior to hearing the merits of the case.
8. Prior to invoking arbitration, the parties, by mutual agreement, may agree to submit any dispute to mediation. The mediator may be selected from FMCS or other mutually agreed upon third party. If the parties, by mutual agreement, agree to mediation, all grievance timelines shall be stayed until the mediation is completed.

Section 3 - NERC/EEOC Procedure

1. Investigations on those matters for which the Nevada Equal Rights Commission (NERC) or the Equal Employment Opportunity Commission (EEOC), has jurisdiction will be referred to

and processed by the District's Human Resources investigation staff. The employee(s) being investigated shall have the right to Union representation in a discrimination investigation commencing at this level and continuing throughout the entire procedure. If discipline results from the investigation, employees are eligible for Step 1 and Step 2 meetings, and Step 3 arbitrations as defined in Section 2 of this Article. However, 1) if the General Manager chooses not to conduct the Step 1 meeting within the time frames, then the case will be heard at the next level; 2) if the matter proceeds to the arbitration process, then in addition to satisfying the standard requirements and qualifications for an arbitrator, the individual hearing matters covered in this Section must have training or expertise in the application and interpretation of civil rights laws. Nothing in this Section shall preclude an employee from seeking redress through the disciplinary grievance process and/or a state or federal agency.

2. Investigations conducted by the Nevada Equal Rights Commission (NERC) or Equal Employment Opportunity Commission (EEOC) are beyond the scope of this agreement. In the event of a NERC or EEOC investigation, all employees shall cooperate with the District and the investigating agency.
3. District Human Resources will investigate all matters for which it has jurisdiction as set forth in the District's Equal Opportunity Non-Discrimination policy. An employee shall have the right to request Union representation during such investigations.
4. If an employee is recommended for discipline as a result of a discrimination investigation, the discipline and disciplinary process set forth in this Article 11 will be followed.
5. Nothing in this agreement waives an employee's right to assert harassment and discrimination claims in a Court of competent jurisdiction.

ARTICLE 12

Certification Pay/Bilingual Pay

SECTION 1 - Certification Pay

1. The District General Manager will authorize certification pay for any employee provided:
 - a. The District requests exclusively in writing, that the employee obtain the certification(s); (any other forms of notification shall not be considered valid; and,
 - b. The employee possesses and maintains the certification(s) requested; and,
 - c. The certification(s) are not required under the employee's position classification; or,
 - d. In the event a job description is later revised to require a certification, employees

in that position classification at the time of revision, who possess a certification and receive certification pay will continue to be eligible for certification pay provided sections 1a. and 1b. above are met.

2. Certification pay shall be paid at a rate of four percent (4%) of base salary, and shall not be limited by the maximum salary designated for an employee's salary schedule.
3. An employee who occupies a CDL classification shall be paid at a rate of four percent (4%) of base salary and shall not be limited to the maximum salary designated for an employee's salary schedule.
4. The District will pay for CDL physical examinations for those employees who are required to maintain a CDL as outlined in their job description. The District will designate the provider to perform the physical examination.

SECTION 2- Bilingual Pay

1. Upon the recommendation of their AGM/DGM and the approval of the District General Manager, an employee will be eligible to receive Bilingual Pay provided the following conditions are met:
 - a. The employee's assigned duties require them to communicate in a second language a minimum of fifteen percent (15%) of their time; and
 - b. As a prerequisite to receiving Bilingual Pay, the employee must successfully complete the District's Bilingual Oral Proficiency Examination. The need for a written proficiency examination will be determined by District Management on a case-by-case basis. Competency testing requires fluency in English and the required foreign language or languages.
2. The parties further recognize and agree that:
 - a. Award of bilingual pay to an employee will not occur simply because the employee is bilingual and occasionally use bilingual skills in the course of their work.
 - b. Positions in which the use of a second language is a requirement are not eligible for bilingual pay;
 - c. Bilingual testing will be scheduled by the District;
 - d. Bilingual premium pay shall be \$100.00 per pay period in a stipend form for each employee determined to be eligible pursuant to Section 1 herein. When an employee begins or ends eligibility for bilingual pay in the middle of a pay period, the stipend will be prorated. The stipend will not be included in the base pay and

is not used in the calculation of PERS or longevity; and

- e. Approved bilingual pay may be subject to annual re-authorization according to the conditions specified in Section 1 herein, with the exception of bilingual proficiency examinations which shall not be required under the re-authorization process.
- 3. Bilingual pay will cease when the employee is transferred, promoted, or demoted to a position which does not meet the requirements of Section 1 (a) and 1 (b) herein, as determined by the employee's AGM/DGM.
- 4. Nothing in this agreement shall prevent the District from using interpreter services where deemed appropriate. The District will not create classifications solely to circumvent bilingual pay, but maintains the right to create classifications that include a requirement for a second language as operational needs or statute dictate.

ARTICLE 13

Personnel Layoff, Recall and Appeal Procedure

Layoff is defined as any involuntary separation wherein management eliminates a position without prejudice to the incumbent.

The determination of the number of positions, classifications and Service Centers to be affected by a layoff is a management right. The District and the Union agree that layoff and recall of personnel and appeals of these actions as they pertain to employees covered under this Agreement shall be as prescribed below.

Section 1 - Layoff

- 1. Temporary, part-time and probationary District-funded employees in the Service Center shall be eliminated first. Seasonal programs supported by part-time or temporary employees shall be exempt from the provisions of this article.
- 2.
 - a. Additional layoffs in the Service Center shall be done according to the inverse order of the seniority of the employee based upon total continuous District service in the affected classification series, which will be prorated for permanent intermittent or job share positions. If an employee's classification was changed as a result of a classification study or through a management reclass or as a result of an involuntary action, that employee shall be given full credit for service in their classification.
 - b. When promoted from one classification series to another, the seniority of the employees' last previously held classification series shall be bridged with the

current classification series.

- c. Except as otherwise prohibited by law, any Service Center that has employee(s) on layoff status will not contract-out any work specifically performed by employee(s) at the time of their lay-off so long as any of the employee(s) remain(s) on the recall list.
3. Seniority will be based on continuous service with the District in accordance with this Article. Creditable service for seniority must be in a permanent or permanent- intermittent position with the District.
4.
 - a. To provide for the continued operation of the District, each AGM/DGM may exempt 4% of the total number of positions authorized in the current budget within their Service Center and retain them regardless of seniority. In the event that the 4% does not equal an exact number of employees, the fraction shall be rounded off to the next higher whole number. Any exemption that is necessary because of any affirmative action program or laws pertaining to equal employment opportunity shall not be deemed a part of the above 4% but shall be in addition thereto.
 - b. Each Service Center AGM/DGM electing to exempt employees from layoff in accordance with Article 13, Section 1 paragraph (4) (a), shall provide the Layoff Review Committee, the Union, and the District Human Resources AGM/DGM with a complete list of exemptions five (5) business days prior to the notification of those employees to be laid off. Each Service Center AGM/DGM shall update the list of exemptions whenever the District General Manager's Office determines layoffs are required within a Service Group, but shall not be updated more than one (1) time each 12 months.
5. As a result of the application of this layoff procedure, the District shall attempt to find a vacant position for any eligible employee scheduled to be laid off by evaluating the reassignment, transfer, reduction in grade, or any combination thereof for the employee. The employee must meet the minimum qualifications and/or specific skill sets of any position being considered.
6. All permanent status personnel who are affected by layoff shall be afforded an opportunity, based upon their respective seniority as defined in sections 2 (a) and 2(b), to be considered for a lateral or have the right to elect a reduction in grade to a lower classification: 1) within the same classification series; or, 2) in a classification in the same Service Center if:
 - a. employee has completed a probationary/qualifying period;
 - b. the classification still exists;
 - c. the Service Center has a vacant position;

- d. and the Service Center AGM/DGM determines the employee meets the minimum qualifications and abilities (i.e., license, physical fitness, job skills, etc.) of the position so long as such position continues to exist and is not otherwise subject to an exemption. A vacant position need not exist if an employee exercises their bump rights within the same classification series.
7. No employee will have the right to bump to a position in another Service Center or to bump a position of a higher salary grade than they currently fill. A permanent employee to be laid off may bump a temporary or probationary employee of the same classification in the Service Center if the employee voluntarily agrees to commute or relocate at no expense to the District.
8. An employee reduced in grade may have their salary reduced and in no event shall exceed the maximum for the class, but shall not have their anniversary date adjusted.
9. The assignment of an employee to a position within a classification will be at the discretion of the Service Center AGM/DGM.
10. Separation due to layoff shall require the giving of at least thirty (30) days' notice to the employee, or payment in lieu of notice, of an equivalent amount of the employee's base salary by the District.
11. No permanent employee initially hired into and serving in a grant-funded position or a term position may initiate a bump into an unlimited District-funded position unless they are displaced by someone who has bumped them. Employees electing to bump into grant-funded positions or term positions have no property right to the position or District service if the funding ceases or the position ends.

Section 2 - Recall

1. Any permanent status employee reduced in grade or laid off under this Article shall, based on seniority, have their name placed on a District recall list(s) for a period of three (3) years. Laid-off employees must update Human Resources on all addresses and e-mail changes. Recall-Eligible employees shall be notified by certified mail or electronic mail, return receipt requested, at their last known address and shall, within ten (10) calendar days of receipt, respond affirmatively, by certified mail or in person, that they are accepting the offer of recall. Failure to respond in a timely manner will mean that the person has refused the offer of recall and the person will be removed from the recall list(s). An employee must be available for work within two (2) weeks of acceptance of the offer.
2. When positions become available in a class, personnel who have been laid off or reduced

in grade in that class shall be recalled in inverse order of layoff provided the employee meets the minimum qualifications for that position. The order of recall shall be:

- a. Employees who are reduced in grade based on the same criteria in Section 1, Paragraph 2.
- b. Former (laid off) employees who held a position in the same class based on the same criteria in Section 1, Paragraph 2.
- c. Former employees who held a position in the same series.

If there are no applicants from the recall list, the Service Center will fill the vacancy from an open or promotional eligibility list. In the event that a classification has only had a change in title but the related job duties are similar, employees on the old recall list(s) shall be placed on the new respective list(s).

3. Upon recall after layoff, the time that the person was on layoff shall be counted as a break in service.
4. Upon an employee's return from a recall to their title held at layoff, an employee's pay will resume at the same pay rate at the time of separation, minus any applicable contractually mandated salary decreases. Additionally, the pay will not exceed the top of the range.
5. Employees who are recalled may be required to serve a qualifying period at the discretion of the hiring Service Center AGM/DGM, unless returning to the same classification and Service Center held when laid off.
6. An employee who is recalled must meet the minimum qualifications for the position and must be capable of performing the specific requirements of the position (including any special skills) within thirty (30) days. The thirty (30) daytime period is for orientation. It is not a training period. If the employee is not successful within the thirty (30) day period, or the employee requests, the employee will be returned to the recall list for the period of time remaining on their recall eligibility. Separating and returning an employee to the recall list will not be grievable or arbitrable. The employee returning to the recall list shall not be referred for the same position if future vacancies occur.

Section 3 – Appeal

1. The District and the Union shall each appoint two (2) permanent status employees to serve on the standing Layoff Review Committee. These representatives shall select a permanent status District employee as the fifth member who shall serve as the Chairperson. A majority vote of the Committee will be necessary to uphold an appeal. The Committee shall develop a procedure for the layoff review process prior to conducting any review.

2. Any appeal of the application of the procedure must be signed by the employee and Union and submitted to the affected Service Center AGM/DGM within five (5) working days of the receipt of notice of layoff or the alleged violation of the recall procedures. A copy of the appeal must be sent to the District Human Resources AGM/DGM. The District Human Resources AGM/DGM will schedule an informal meeting before the Layoff Review Committee within five (5) working days. This Committee will hear all appeals affecting layoffs and recalls to determine whether the procedure was appropriately followed. The decision of the Layoff Review Committee will be final and will not be reviewed by an arbitrator, unless a decision of the Layoff Review Committee is alleged to have violated a specific, existing contractual provision.
3. The District and the Union agree that the current District/SEIU Local #1107 Layoff Review Committee (LRC) process agreement shall apply to LRC proceedings.

ARTICLE 14

Basic Workweek

1. The official workweek at the District begins at 12:01 a.m. on each Monday and shall end at 12:00 midnight on Sunday. The official workday shall begin at 12:01 a.m. and shall end at midnight. Except as may be otherwise provided, an employee who occupies a full-time permanent position shall work 40 hours exclusive of meal breaks, but including rest breaks, in each workweek.
2. Employees will be assigned to work one of the following three work schedules:
 - a. Five (5) 8-hour shifts per workweek (5/40);
 - b. Four (4) 10-hour shifts per workweek (4/10);
 - c. Eight (8) 9-hour shifts and one (1) eight (8) hour shift for a total of 80 hours per pay period (9/80).

Employee work schedules will be determined by the AGM/DGM or designee.

Employee work schedules shall not be changed more than once every six (6) months.

3. Designated days off for the shifts shall apply as follows:
 - a. Employees working a 5/40 workweek shall receive two (2) consecutive "24-hour periods off."
 - b. Employees working a 4/40 workweek shall receive three (3) consecutive (3) "24-hour periods off'.

- c. Employees working a 9/80 workweek shall work eight (8) nine (9) hour workdays and one (1) eight (8) hour workday. The hours between the end of an employee's last regularly scheduled shift and the beginning of an employee's first regular scheduled shift following their scheduled two or three "24-hour periods off" shall be considered their weekend.
- 4. An employee(s) may request a different work schedule from their AGM/DGM. A reasonable effort will be made to accommodate the employee's request based on operational need and staffing resources.
- 5. Employees shall be granted one (1) 15-minute work break for each period encompassing four (4) hours of work during the course of their shifts. Such breaks shall not be scheduled by the supervisor within one (1) hour of the employee's starting time, quitting time, or meal breaks. The District and the Union shall meet to address any needed changes to break periods, in the event of construction, new facilities, or temporary disruption of an assigned break area.
- 6. Meal breaks are neither time worked nor time on pay status unless an employee is required by the District to remain on the job at a work station or the employee is interrupted by their supervisor to perform substantial duties during such period. An employee who remains at a work station during their meal break, but is not required to do so by the District, shall not be compensated for the meal break. In the event an employee is required to work four (4) hours or more beyond the end of their scheduled shift, that employee shall be granted an additional meal break.
- 7. Subject to the provisions of NRS 288.150 (4), nothing herein shall be construed to limit the authority of the District to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies.
- 8. Within 30 calendar days of request, the AGM/DGM or designee(s) shall meet with the requesting employees to determine and identify those work sections within the requesting employees' Service Group/Section wherein the majority of the employees desire a schedule change as listed in section 2 above. Such discussion may also be included as a topic in the Labor/Management and Safety committee as provided for in Article 10 of this agreement.
 - a. Where it is determined by the AGM/DGM or designee and the employees that the conditions and circumstances allow for an adjustment in work schedule, the affected AGM/DGM shall have the authority subject to the approval of the District General Manager to effect such change, including the discretion to institute a "trial" period for the purpose of evaluating same based on agreed upon performance standards and objectives.
 - b. No permanent employee shall be assigned to a regular schedule that requires

them to work more than two (2) different shifts in a 40-hour workweek.

- c. Each Service Center may establish an alternative workweek schedule to comply with the Fair Labor Standards Act definition of workweek, Section 778.105 (FLSA Regulations 29 CFR, July 1985) and any amendments that define the workday.
9. For regular short term special events (i.e. New Years, 4th of July, parades, and street closures), the District and the Union shall provide all affected employees with at least thirty (30) calendar days' notice of a schedule change to accommodate the special event.
 - a. For temporary special projects and improvements that are expected to last over thirty (30) days, but less than ninety (90) days, the District shall provide the Union and all affected employees at least forty-five (45) days' notice of the upcoming project or improvement. The Union and the District shall meet and confer for adjusted scheduling to cover the project or improvement.
 - b. For longer term special projects or improvements such as road improvements and District Projects that are expected to last more than ninety (90) days, the District shall provide the Union and all affected employees with at least ninety (90) days' notice of the upcoming project or improvement. The Union and the District shall meet and confer for adjusted scheduling to cover the project or event.
 - c. Events and/or projects that do not allow for thirty (30), forty five (45), or ninety (90) day notice, the District shall attempt to notify the employees with at least fourteen (14) business days except in an emergency situation.
 - d. All other articles of this agreement regarding scheduling, overtime, and shift assignments shall be applicable to the special projects or improvements covered by this article unless modified in writing by the District and the Union.
10. Employees working mandatory overtime that results in four (4) consecutive days of twelve (12) or more hour shifts shall be granted leave by the District for safety concerns upon request.

ARTICLE 15

Compensation

Effective ~~July 1, 2024~~, or upon approval by the District Board of Trustees ~~whichever is later~~, and for each successive fiscal year beginning July 1 thereafter, the salary schedules for all employees covered in Appendix A will be adjusted by the annual percentage increase to CPI-U all items in ~~West-Size Class B/C, All Urban Consumers, PACIFIC CITIES, WEST-A (SERIES ID CUURS400SA0), AS OF MARCH OF EACH YEAR.~~ ~~not seasonally adjusted (Series ID CUURN400SA0) from the immediately preceding completed full calendar year.~~ The adjusted percentage increase in

salary schedules shall be a minimum of 2.0% and a maximum of 3.0%. The adjusted percentage increase is based on U.S. Bureau of Labor Statistics data (<https://data.bls.gov/timeseries/CUURN400SA0>) (https://data.bls.gov/timeseries/CUURS400SA0&output=VIEW=PCT_12MTHS)

In the event that the increase to the annual percentage to CPI-U all items in ~~West-Size Class B/C, All Urban Consumers, PACIFIC CITIES, WEST-A (SERIES ID CUURS400SA0)~~ not seasonally adjusted (~~Series Id CUURN400SA0~~), is equal to or greater than 5%, the adjusted percentage increase in salary schedules shall be 4.5%.

In the event that the increase to the annual percentage to CPI-U all items in ~~West-Size Class B/C, All Urban Consumers, PACIFIC CITIES, WEST-A (SERIES ID CUURS400SA0)~~ not seasonally adjusted (~~Series Id CUURN400SA0~~), is equal to or less than 0%, the adjusted percentage increase in salary schedules shall be 1%.

The following is an example of the calculation:-

2023 ANNUAL CPI	188.941
LESS 2022 ANNUAL CPI	181.312
ANNUAL INCREASE	7.63
DIVIDED BY 2022 CPI	181.312
ANNUAL PERCENTAGE INCREASE IN CPI	4.2%
SALARY SCHEDULE ADJUSMENT	3.0%

ARTICLE 16

Initial Appointment, Rehire, Promotion, Transfer and Demotion

1. Initial appointment to positions shall be made at the entrance rate for the class except as approved by the General Manager or designee.
 - a. Upon initial appointment to a District position, an employee shall serve a probationary period. The District will provide a written training period plan and performance factors to help the employee successfully complete probation. The probationary period will normally be 1,040 hours worked but may not be less than 520 hours worked nor longer than 2,080 hours worked as determined by the AGM/DGM. The AGM/DGM may extend the probationary period in intervals of 520 hours. An employee's probation may not be extended more than twice. The District will advise the Union when employees' probationary periods are completed and/or if the probationary period has been extended.
2. When a former employee is rehired after a break in service of no more than one (1) year from the date of separation, to a position in the same class held at the time of separation, they may be paid at, or below, the same hourly rate, including across the

board schedule adjustments provided by this Agreement, they held at the time of separation.

If the former employee is being rehired after a layoff within a three (3) year period, they shall be entitled to the same hourly rate held at the time of the layoff, not to exceed the top of the new salary schedule.

3. When an employee is promoted, they shall be entitled to a four percent (4%) salary increase or the minimum rate of the salary schedule to which the employee is promoted, whichever is greater.
 - a. A promoted employee shall serve a qualifying period. The qualifying period will normally be 1,040 hours worked but may not be less than 520 hours worked nor longer than 2,080 hours worked unless otherwise determined by the AGM/DGM. Halfway through the qualifying period, or after at least 1,040 hours worked, whichever occurs sooner, the employee shall be given a performance review. At that review, if the employee's work performance to date is such that they would likely be rejected for the position, they shall be notified of the specific areas that need improvement in order to be accepted for the position. At the conclusion of the qualifying period, the employee shall be given a performance evaluation. Based on the evaluation, the employee will either be accepted or rejected for the position. If rejected, the employee will be allowed to return to their prior position if vacant. If the position is not vacant, every effort will be made to place the employee in another District position for which they qualify. If such a placement is not possible and termination of their employment is recommended, the employee will be given at least three (3) weeks' notice of their termination. The employee retains the right of appeal under the terms of Article 11 of this Agreement.
 - b. An employee promoted or transferred into a District flex position, shall serve an initial qualifying period no less than 1040 hours worked but not to exceed 2080 hours worked.
 - c. When an employee is promoted, they shall retain the right, during the first three (3) weeks worked of the qualifying period, to voluntarily demote to their previously held position. The employee shall have their salary reduced to the hourly rate, including across the board schedule adjustments provided by this Agreement, held prior to being placed on the qualifying period.
5. When an employee transfers to a position in another Service Center, they shall be entitled to the same hourly rate held at the time of the transfer. A voluntary transfer may result in the transferring employee serving a new qualifying period and upon completion, the employee may receive a salary increase as provided for in Article 21 of this Agreement provided the employee is not at the top of the schedule for the class and the performance

evaluation report so justifies.

6. When an employee is demoted, their salary will not exceed the top of the new salary schedule unless the demotion was a result of a reclassification. Demotions, except for reclassifications, initiate a new anniversary date. Employees failing a qualifying period and demoted shall have their salary reduced to the hourly rate, including across the board schedule adjustments provided by this Agreement, held prior to being placed on the qualifying period.
7. Employees in the District flex position will be non-competitively reclassified to the next level classification after the employee has met the minimum requirements of the higher classification, this includes any certifications and/or professional licensure as outlined in the job description of the higher classification. The employee will not serve a qualifying period upon being flexed to the higher classification. Employees who do not successfully complete their training program are entitled to the provisions of the agreement.
8. For the purpose of this Article "hours worked" shall be defined as any paid straight time hours.
9. Employees who elect to resign from the District and are in pay status shall be afforded the opportunity to rescind such resignations within three (3) business days of giving written notice of resignation and be placed into their original position without loss of pay or benefits, and their seniority and anniversary date shall not be affected.

ARTICLE 17

Posting of Vacancies

1. The Union acknowledges that the District has the exclusive right to fill vacancies and make reassignments in accordance with the District Merit Personnel System as revised and adopted by the District Board of Trustees. The methods used to classify employees in the bargaining unit shall be established in the District Merit Personnel System.
2. When a new position is created or an existing position becomes vacant in a classification in the bargaining unit, the District Human Resources, after consulting with the appointing authority, shall determine, in accordance with the District Merit Personnel System, how the vacancy is to be filled. The District will announce an upcoming open position no less than seven (7) calendar days prior to posting a recruitment. Copies of all job announcements shall be forwarded to the Union electronically and posted in areas readily available to employees which includes the classification for which the eligibility list will be created and the duration of such list.
3. The District shall encourage promotion within the competitive service on the basis of ability and efficiency, and the equality of opportunity for all qualified employees to vie for promotions in the competitive service. The District agrees to certify the top two ranking

employees. Upon conclusion of the final step in the interview process, if two (2) or more employees have similar job related knowledge, skills and abilities (KSA's) and demonstrated performance records (DPR's), the employee with the greatest class seniority shall be given first consideration. An open recruitment shall be defined as an examination process which has the potential of resulting in an eligibility list containing names of District employees and applicants from outside District employment.

4. The decision to fill permanent full-time vacancies on a temporary basis pending the completion of selection procedures will not be grievable. A vacancy filled by a demotion, transfer, management reassignment, rehire, or recall in a position that is equal to or less than the employee's previous position does not require posting.
5. The Union will be furnished a copy of all job announcements; promotional announcements; monthly reports of vacancies; and if the position is within the bargaining unit, the name of the person filling the vacancy, the position filled, and the type of list from which the person filling the vacancy is selected. When the District modifies any job description listed in Appendix A, the District shall provide the notice of the changes fourteen (14) calendar days prior to implementation. The Union shall be notified in advance when classifications are added to or deleted from Appendix A in accordance with this agreement.

ARTICLE 18

Overtime, Call Back, and Standby Pay

1. Overtime Pay - An employee working a 5/40 week, as defined in Article 14, and required and authorized in writing to work overtime, shall be compensated at an overtime pay rate of time and one-half (1 ½) for hours worked in excess of eight (8) per shift or 40 in an official workweek. An employee working a 4/40 week, as defined in Article 14, and required and authorized in writing to work overtime, shall be compensated at an overtime pay rate of time and one-half (1 ½) for hours worked in excess of ten (10) per shift or 40 in an official workweek. An employee working some other established work schedule as provided in Article 14, and required and authorized in writing to work overtime, shall be compensated at an overtime pay rate of time and one-half (1 ½) for hours worked in excess of nine (9) per shift or 40 hours in an official workweek.
2. Scheduled Overtime Pay - An employee required to return to their work site for duty at any time other than during their scheduled weekend, as defined in Article 14, with at least 12 hours' notice, shall be compensated at an overtime pay rate of time and one-half (1 ½) for hours worked outside of their scheduled shift.
3. Scheduled Weekend Overtime Pay - An employee required to return to their work site for duty during their scheduled weekend, as defined in Article 14, with at least 12 hours'

notice, shall be compensated at an overtime pay rate of time and one-half (1 ½) for all hours worked or shall be compensated for a minimum of three (3) hours at time and one-half (1 ½)(4 ½ hours pay), whichever is greater.

4. Overtime Pay For Holidays Worked - If an employee is required to work on a holiday, compensation shall be made as stipulated in Article 22 of this Agreement.
5. Call Back Pay - When required, the AGM/DGM or designee may call back to duty one or more employees. Call back pay is defined as compensation earned for returning to their work site for duty after the employee has completed their shift, departed from the work site and is off duty for a period of time and is requested to return to their work site with less than 12 hours' notice. When an employee is called back, the employee shall receive overtime pay for all hours worked on call back or shall be compensated for a minimum of three (3) hours at time and one-half (1 ½) (4 ½ hours pay), whichever is greater. Call back pay shall only be paid for hours worked outside an employee's shift. An employee's regularly scheduled shift shall not be changed to accommodate a call back.
6. Overtime Pay/Compensatory Time Pay and Accruals - Overtime pay provided in this Article is at the rate of time and one-half (1 ½) and shall be made in compensatory time off or overtime cash payment at the discretion of the employee and approval of the service group/section head based on financial or operational needs. All requests to use compensatory time must be approved at least twenty-four (24) hours in advance of the time off in accordance with service group/section policy, except in cases of emergency as determined by the service group/section head or designee. An emergency shall not include absences for which sick leave is to be used as defined in Article 24, Section 1, unless all sick leave has been exhausted.

Compensatory time off should be used in the following ninety (90) days, but may be accumulated to a maximum of one hundred forty (140) hours. Any compensatory time accumulated above one hundred forty (140) hours shall automatically be paid to the employee in cash.

- a. Employees may not work overtime without the approval of their supervisor. All overtime must be approved in writing by the employee's supervisor before the overtime is worked and must indicate whether payment is to be made in cash or in compensatory time. Employees working at a remote assignment may be given the written overtime approval at the beginning of the employees' next shift after verbal approval by their supervisor before the overtime is worked.
- b. Upon separation of a person in the employ of the District, a lump-sum payment for compensatory time accrued shall be made to the employee.
- c. Upon the death of a person in the employ of the District, a lump-sum payment for compensatory time accrued to their credit shall be made to the employee's

beneficiaries or estate.

7. Standby Time Pay - Due to staff limitations, it may be necessary for an AGM/DGM or designee to issue written assignments to employees to be on standby, to handle overtime work which may arise during other than normal working hours. Standby is defined as time in which an employee is required to be available to respond to a notification and be within thirty (30) minutes response capability so that they may immediately respond to any calls received. An employee will be compensated for standby time at the rate of one-fourth (1/4) hour pay at their regular hourly rate for each one (1) hour period of standby time. Employees on standby called to perform work will be compensated for actual hours worked in accordance with Section 1 of this Article and shall not be subject to the provisions of Section 5.
8. Overtime and standby pay will be added to the payroll for the period during which work is performed and will not be paid for overtime work of less than fifteen (15) minutes per day.
9. Overtime and standby pay shall not be paid more than once for the same hours worked.
10. For purposes of this Article, accumulated standby time will not qualify for premium or overtime pay.
11. All employees covered under this Agreement, except those titles contained within Appendix A, and any amendments thereto, as of March 27, 2009, which are exempt from the provisions of the Fair Labor Standards Act (FLSA); i.e. all class codes beginning with an "E," shall be entitled to overtime pay or compensatory time.
12. If a Service Group requires overtime it shall create a voluntary overtime list, based on classification. Mandatory overtime shall be enacted after the voluntary overtime list is utilized. Employees may be mandated to work overtime, in lieu of, the voluntary overtime list based on specific knowledge, skills and abilities that may be required for the overtime assignment at the AGM/DGM's or designee's discretion. The procedures for the implementation and development of voluntary overtime shall be developed under the provisions set forward in Article 10, Labor/Management and Safety Committee. Management shall be reasonable and fair in determining excused reasons for employees unable to work mandatory overtime. Employees shall not be disciplined for excused reasons for not working mandatory overtime. Employees may refuse mandatory overtime provided it is of an emergent nature as determined by the AGM/DGM or designee.

ARTICLE 19

Shift Differential

1. Shift differential is defined as the premium authorized to be paid to an employee above their regular straight-time hourly rate of pay for working a regularly scheduled shift other

than a day shift. A regularly scheduled shift is a shift created by the Service Group that is the same schedule for at least a month. A day shift is defined as any regularly scheduled work shift that begins no earlier than 5:00 a.m., or ends no later than 7:00 p.m. Only regularly scheduled shifts that begin or end outside the 5:00 a.m. to 7:00 p.m. time period shall be eligible for shift differential pay. The amount of shift differential shall be computed as four percent (4%) of base salary for the shift worked. Shift differential will be paid on annual leave and holidays but shall not be paid for sick leave hours or on buy out at the time of separation from the District.

2. If an employee scheduled to work a regularly scheduled day shift works two (2) complete shifts in a row (day and swing shifts), they shall receive shift differential and overtime pay for the second shift.
3. If an employee scheduled to work a regularly scheduled day shift works overtime past 7:00 p.m. into a regularly scheduled swing shift but does not complete a second shift, they shall receive shift differential pay and overtime pay for all overtime hours worked in the regularly scheduled swing shift.
4. If an employee scheduled to work a regularly scheduled swing shift works overtime into the graveyard shift, they shall receive shift differential pay and overtime pay for the overtime hours worked.
5. If an employee scheduled to work regularly scheduled graveyard shift works overtime into the day shift, they shall not receive shift differential pay for the hours worked in the day shift but shall receive overtime pay.
6. If an employee scheduled to work regularly scheduled day shift works overtime in the regularly scheduled preceding graveyard shift of their scheduled shift, they shall receive shift differential pay and overtime pay for all overtime hours worked in the regularly scheduled graveyard shift.
7. Irregular or emergency hours worked which do not constitute an entire regularly scheduled shift eligible for shift differential shall not be compensated with shift differential.
8. Shift differential shall not be paid for standby hours.

ARTICLE 20

Acting Pay

To be eligible for acting pay, a permanent status employee must be directed in writing and temporarily accept the duties and responsibilities of a classification of a higher salary than the employee's for a period in excess of five (5) consecutive 8-hour shifts or four (4) consecutive 10-

hour shifts worked, or as of the date it was determined by Human Resources through the audit process defined in Article 40, Paragraph 1, that the employee was performing the duties of a higher classification. In the latter case, the employee shall receive acting pay only from the date that Human Resources makes its written determination. The acting employee shall be paid at a rate of four percent (4%) above their regular hourly rate or the minimum rate of the classification in which the employee is working, whichever is greater, for the entire period they perform such duties. Acting pay is not paid when the employee acting in a higher capacity is off for a holiday or is in leave status. Acting pay for periods up to 30 calendar days requires the written approval of the AGM/DGM or designee and may not exceed 30 calendar days without the approval of the District General Manager or appropriate AGM/DGM. No acting pay will be given without the appropriate written approval. In addition, the employee has the right to refuse the acting position.

ARTICLE 21

Salary Adjustment

1. Employees will be eligible for consideration for a salary adjustment within their salary ranges upon:
 - a. Successful completion of a probationary period for probationary employees, or successful completion of a qualifying period for promoted permanent or permanent-intermittent employees. Employees successfully completing their probationary or qualifying period shall only be eligible to receive a three percent (3%) salary adjustment; and
 - b. Each anniversary date of their employment in such class annually thereafter until the top of the salary range is reached in that class. An employee shall be eligible for this adjustment whether occurring at the same or separate time as the probation or qualifying adjustment prescribed above. The anniversary date is normally considered to be that date an employee commences work in that classification to which they have been most recently appointed. In the event of an early salary adjustment, the employee's anniversary date will be changed to the effective date of the salary adjustment. Annual reviews shall be conducted annually as close to an employee's anniversary date as possible.
2. For the purpose of determining eligibility for annual salary adjustments, employees shall meet expected performance standards as described in Section 3. Upon meeting such requirements, employees shall then be eligible for a salary adjustment. Approved salary adjustments shall be processed for payment within 90 calendar days following approval.

Employees shall receive their annual salary adjustment of a four percent (4%) increase unless the employee (1) has received a final written warning or a suspension during the

evaluation period, or (2) has a violation of Article 36 of this agreement that results in suspension of leave without pay during the evaluation period, or (3) has a Homeland Security Act Violation during the evaluation period, or (4) is in leave without pay status for over six (6) months of the evaluation period. An employee must receive an interim evaluation if they are to be denied a salary adjustment. The maximum time period for a loss of a salary adjustment shall be one evaluation period for a final written warning and/or suspension.

An employee shall be informed in writing of the specific reason(s) for the denial of a salary adjustment. In the event an employee has not been advised that they are to be denied a salary adjustment within forty-five days from the date they are eligible for such adjustment, that employee shall receive a four percent (4%) adjustment retroactive to their respective review date.

3. Employees shall receive salary adjustments based on the following prescribed levels of performance "Meets Performance Standards." Probationary and qualifying employees shall only be eligible for a three percent (3%) increase.
4. The following shall not be considered as breaks in creditable service necessary to qualify for salary adjustments:
 - a. Authorized military leave, provided that the person is reinstated within ninety (90) calendar days following other than dishonorable or bad conduct discharge from military service;
 - b. Authorized educational leave;
 - c. Time during which employee is receiving compensation from the District for an injury or disease arising out of and in the course of their employment;
 - d. Authorized leaves of absence without pay of twenty-one (21) consecutive calendar days or less within any calendar year;
 - e. Authorized leaves of absence with pay;
 - f. Periods of qualifying service which immediately precede a layoff or authorized leave of absence; and,
 - g. Authorized Union leave.
5. When a salary adjustment is delayed solely through administrative delay or clerical error or is miscalculated in error, the proper adjustment shall be made effective retroactive to the date it was due.

6. An employee's salary adjustment will be effective the first day of the pay period during which the review date occurs.

Rewards and Incentives Not Included in the Base Salary:

1. The District and Union agree to explore the development and implementation of new Rewards and Incentives Programs, and improve existing Programs, for implemented suggestions and accomplishments by individuals and/or teams for measured cost savings, and improved quality and customer service. Such rewards may be monetary or non-monetary.
2. The program may include, but is not limited to, the following rewards:
 - a. Bonuses and/or benefits for team and/or individual accomplishments;
 - b. Implemented suggestions resulting in cost savings;
 - c. Certificates of appreciation and/or accomplishments;
 - d. Additional compensation for career accomplishments; and
 - e. Reimbursements as an educational incentive.

ARTICLE 22

Holidays

1. For the purposes of this Article, "Holiday Pay" shall be defined as a premium paid to eligible employees for time not worked for the following holidays:
 - January 1 (New Year's Day)*
 - Third Monday in January (Martin Luther King, Jr's Birthday)
 - Third Monday in February (Washington's Birthday)
 - Last Monday in May (Memorial Day)
 - June 19 (Juneteenth)
 - July 4 (Independence Day)*
 - First Monday in September (Labor Day)
 - Last Friday in October (Nevada Day)
 - November 11 (Veterans Day)*
 - Fourth Thursday in November (Thanksgiving Day)
 - Friday following the fourth Thursday in November (Family Day)
 - December 25 (Christmas Day)*
 - Employee's Birthday

- Any day the District is required by state law to close for a legal holiday.

The pay for each holiday shall be equal to the employee's work shift (eight (8), nine (9) or ten (10) hours) at the employee's regular straight-time hourly rate. For employees scheduled to work Monday through Friday, holidays shall be observed on the days specified in this Section except when a holiday marked with an asterisk (*) falls on a Saturday or a Sunday. A marked holiday falling on a Saturday will be observed the day before on Friday, and when it falls on a Sunday it will be observed the day after on Monday. For employees working a schedule other than Monday through Friday, holidays shall be observed on the days specified in this Section.

2. The Birthday Holiday is earned on the employee's birthday. The Birthday Holiday shall be taken off on an employee's birthday or during the year following their birthday. Employees are not entitled to accumulate Birthday Holidays from year to year.
3. If an employee is scheduled but not required to work the day they are to observe a holiday, the employee shall be paid for the holiday as prescribed in Section 1 of this Article. If an employee is required to work on the day they are to observe a holiday, the employee shall receive payment at the rate of time and one-half (1 ½) for all hours worked between the hours of 12:01 a.m. and 12:00 midnight in addition to holiday pay at the employee's regular straight-time hourly rate of pay for their regularly scheduled shift. In those instances where an employee's regularly scheduled shift crosses midnight and the majority of the shift worked falls on a holiday, payment at the rate of one and one-half (1 ½) will be paid for all hours worked in the shift including those hours of the shift that fall outside the actual holiday worked. At no time will this result in overtime for working the holiday in excess of one (1) shift for that holiday.
4. For an employee working a schedule other than Monday through Friday, when a holiday falls during the employee's weekend, the employee shall receive holiday leave of (8), nine (9) or ten (10) hours (depending on their work shift schedule). Holiday leave will accrue to a holiday leave balance for use before ~~the end of the last full pay period in June following the holiday~~ **JUNE 30TH**. ~~On the day following the end of the last full pay period in June~~ **JUL1ST** all unused holiday leave for the preceding year will be forfeited, with the exception of Memorial Day and Juneteenth. All holiday leave requests must be approved at least 24 hours in advance of the leave.
5. Except as provided below, an employee is eligible for holiday pay if they are in pay status for the entire shift prior to and the next shift following the day they are to observe a holiday. If an employee calls in sick a day they are to observe a holiday, they will not be eligible for holiday pay. If an employee leaves work for a sick leave reason, the employee shall be charged sick leave for the remainder of their shift and holiday pay shall be prorated based on the length of time actually worked.
6. Overtime payment provided in this Article at the rate of time and one-half (1 ½) shall be

made in compensatory time off or cash payment upon the request of the employee and approval of the AGM/DGM. It is understood that an AGM/DGM's approval will not be unreasonably withheld recognizing, however, the financial constraints of cash payment.

7. Holiday bank time will not be paid to an employee upon separation for any reason except for a reduction in force with less than two weeks' notice.

ARTICLE 23

Vacation

1. Accrual of Vacation Leave:

- a. Eligible employees hired or rehired and working on a full-time permanent basis shall earn vacation leave based on months of service at the following rates for each pay period:

MONTHS SERVICE	HOURS PER PAY PERIOD ACCRUED
0-24	3.08
25-96	4.62
97-180	5.54
181 and over	6.15

- b. Vacation leave may not be accumulated to exceed 240 hours at the beginning of any calendar year. Prior to the end of the calendar year, employees with more than 240 hours of leave will be given the option of placing the hours above 240 in the catastrophic leave bank in accordance with Article 24, Sick Leave, Section 3, Catastrophic Leave Program, sell - back vacation leave subject to the conditions outlined in Section 4 (b) herein, or lose the leave. If an employee selects none of the options, then the excess hours will automatically be placed in the catastrophic leave bank.
2. Vacation Eligibility: An employee is not entitled to take accumulated vacation leave until they have successfully completed six (6) months of employment with the District. Only employees who have successfully completed probation shall be eligible for payment of accumulated vacation leave upon separation.
3. Vacation Leave Use: The purpose of vacation benefits is to allow each employee time away from their job for rest, recreation, and the pursuit of non-employment objectives. The time when vacation leave shall be taken will be determined by the AGM/DGM or designee after considering operational needs and the seniority and wishes of the employees. Vacation leave requests must be approved at least twenty-four (24) hours in advance of the leave in accordance with Article 35, except in cases of **AN** emergency as

determined by the AGM/DGM or designee **IN ACCORDANCE WITH ARTICLE 35.** An emergency shall not include absences for which sick leave is to be used as defined in Article 24, Section 1, unless all sick leave has been exhausted. ~~Vacation requests for one (1) shift or less may be granted without the 24-hour notification requirement referred to in this Section.~~ Once a request for vacation leave is submitted to the AGM/DGM or designee, every effort will be made to approve or deny the request in a timely manner.

EMERGENCY VACATION: AN EMPLOYEE SHALL BE GRANTED ONE (1) EMERGENCY VACATION ABSENCE PER CALENDAR YEAR. THIS LEAVE WILL BE CONSIDERED EXCUSED AND WITH NO INCIDENT ACCRUED. THIS LEAVE CAN BE FOR AN ENTIRE OR PART OF A SHIFT AND REQUIRES TO PRIOR APPROVAL, HOWEVER REQUIRES APPROPRIATE NOTICE IN ACCORDANCE WITH ARTICLE 35. WHEN USING THIS LEAVE, IT MUST BE DECLARED AS EMERGENCY VACATION LEAVE WHEN NOTIFYING THEIR IMMEDIATE SUPERVISOR. EMERGENCY VACATION WILL BE DEDUCTED FROM THE EMPLOYEE'S VACATION ACCRUAL BALANCE AND WILL NOT ACCRUE AS A NEW BENEFIT. EMERGENCY VACATION LEAVE WILL RESET TO ONE (1) WHETHER OR NOT IT WAS USED OR NOT IN THE PREVIOUS YEAR.

4. Payment for Vacation Leave:
 - a. Except as provided in Article 23, Section 2, upon separation from service for any cause, an employee shall be paid a lump sum payment for any unused or accumulated vacation earned through the last day worked. If this is earlier than the last day of the pay period, the vacation shall be prorated. Payment for unused vacation leave will be at the employee's base hourly rate on the last day worked prior to separation.
 - b. Any employee ~~with ten (10) years or more of creditable service~~ is eligible in November of each year to ~~submit a written request to the Director of Human Resources to be paid for twenty (20) hours~~ SELL BACK UP TO FORTY (40) VACATION HOURS, ~~of vacation leave, provided the employee has used at least eighty (80) hours of vacation leave or compensatory time or any combination thereof from December 1st through November 30th~~ and carries a minimum accumulated balance of two hundred (200) hours. **SUBMISSION OF THE REQUEST FORM SHALL TAKE PLACE IN THE FIRST FULL PAY PERIOD OF NOVEMBER.** Payment will be paid in December of that year and taxed at the current supplemental tax rate.
5. Death of an Employee: Upon the death of a person in the employ of the District a lump sum payment for vacation time accrued to their credit will be made to the employee's beneficiaries or estate.
6. Vacation leave shall not accrue to employees classified as temporary, or part-time hourly.

7. Vacation leave shall be considered only to be time off with pay. Payment for time accrued in lieu of vacation leave will not be allowed except as provided in Sections 4 and 5 immediately above.

ARTICLE 24

Sick Leave

Section 1 - Use of Sick Leave

1. Paid sick leave may be used by employees who:
 - a. Receive treatment for a mental or physical illness, injury or health condition;
 - b. Attend a medical provider appointment for medical diagnosis or medical care;
 - c. Receive preventative medical or dental care;
 - d. Provide caregiving for an immediate family member;
 - e. Need to be absent from work due to illness;
 - f. Need to be absent when because of pregnancy or childbirth.
 - g. Need to be absent to care for newborn, foster, or recently adopted child(ren); or
 - h. Are prevented by public health requirements from being at work.
2. Upon approval of the AGM/DGM or designee, sick leave may be granted for other reasons where the use of sick leave will have a beneficial effect on an employee's morale and welfare.
3. No District employee shall be entitled to sick leave while absent from duty because of an injury purposely caused by willful or grossly negligent misconduct.
4. Employees shall be subject to the following requirements for the use and payment of sick leave:
 - a. Employees who become ill prior to the start of the workday shall call in as required by Article 35 at the beginning of their shift.
 - b. Employees shall complete an unscheduled sick leave request in the timekeeping system immediately upon their return to work, in accordance with Article 35.
 - c. Employees shall complete a sick leave request in the timekeeping system to

schedule sick leave for health care treatment, in accordance with Article 35.

- d. Any employee who reports absent at the start of a shift because of illness or injury who recovers sufficiently during the course of the shift to report to work is required to do so. In such a situation, the employee involved shall only be charged for actual sick leave used to the nearest one-fourth (1/4) of an hour. At all times during a sick leave use period, employees shall be at their place of residence, a medical facility, or a doctor's office or shall notify their AGM/DGM or designee of their whereabouts. The District shall not contact the employee at home once the employee provides the District with their location during the course of the illness, unless such contact is necessary in order to obtain information from the employee that is essential to the operational needs.
- e. An employee may request the use of annual leave, compensatory time or leave without pay be granted in lieu of sick leave. Vacation leave shall be approved in accordance with the approval provisions of Article 23. The use of compensatory time shall be approved in accordance with the approval provisions of Article 18. Leave without pay shall be approved in accordance with the approval provisions of Article 25. The practice of advancing sick leave shall not be permitted.
- f. Upon written request from the AGM/DGM or their designee, a certificate of illness from a state licensed health care provider in an appropriate discipline may be required when there is one (1) absence in excess of three (3) consecutive scheduled workdays or whenever there is substantiated reason to believe that sick leave benefits are being abused. Additional documentation may be required depending on the seriousness of the health care condition. If an employee's attendance requires them to be placed on a certificate of illness requirement, the certificate of illness requirement shall not exceed six (6) months. If their attendance does not improve within that six (6) month period, the certificate of illness shall be extended in three (3) month increments.
- g. If an employee's fitness for duty is questioned by the AGM/DGM or designee, the employee may be required to submit a certificate of fitness.
- h. Any medical or dental reports or examinations that the District requires of the employee beyond those normally provided to the employee by the employee's usual medical or dental provider shall be paid for by the District.

Section 2 - Sick Leave Accrual and Payment

1. Eligible permanent employees working on a full-time basis shall earn sick leave at the rate of 3.7 hours for each pay period. For accrual purposes, employees who were hired prior to July 1, 2024 and have County service credit will retain the original hire date. Employees who have been employed by the District for ten (10) cumulative years of service or longer

will receive an additional 0.92 hours of sick leave per pay period. Eligible permanent employees working half- time or more (at least 40 hours per pay period) shall earn such leave on a prorated basis. There will be no limit on sick leave accumulation.

2. Employees shall be paid their current straight-time hourly rate for each hour of sick leave used.
3. For payout purposes, employees who were hired prior to July 1, 2024 and have County service credit will retain the original hire date. If a permanent employee separates from the service of the District after three (3) consecutive years of employment, the employee shall receive payment for one-half ($\frac{1}{2}$) of their sick leave accumulation. An employee's sick leave payoff upon separation shall increase above fifty percent (50%) at the rate of one and one-half percent ($1\frac{1}{2}\%$) for each additional year of consecutive service above ten (10) through twenty (20) years of service. An employee's sick leave payoff upon separation shall increase above sixty-five percent (65%) at the rate of three and one-half percent ($3\frac{1}{2}\%$) for each additional year of consecutive service above twenty (20) up to a maximum of one hundred percent (100%) at thirty (30) years of service. Payment for unused sick leave will be at the employee's base hourly rate on the last day worked prior to separation. If a non-probationary employee is laid off from the service of the District with less than three (3) years of consecutive employment, the employee shall receive payment for one half($\frac{1}{2}$) of their sick leave accumulation.
4. In the event of the death of an employee, their death shall be treated as a separation and a lump sum payment for sick leave accrued to their service credit will be made to their beneficiary or estate in accordance with paragraph 3 above.

Section 3 - Catastrophic Leave Program

1. Employees holding permanent status may donate leave into the District catastrophic leave bank by completing a leave donation form and submitting it to District Human Resources. Leave donations may be in a lump sum or on a periodic leave deduction basis. Donations may be made from vacation leave and/or compensatory time balances. A maximum of forty (40) hours of unused sick leave can be donated if the employee retains a balance of 120 hours to 480 hours after the donation of sick leave. A maximum of up to eighty (80) hours of unused sick leave can be donated if the employee retains a balance in excess of 480 hours after the donation of sick leave. Employees must have a vacation leave balance of at least forty (40) hours after the donation of annual leave. There shall be reciprocity between the SEIU supervisory and nonsupervisory units, in that employees from both units shall be able to both donate to, and withdraw from, this bank.
2. Donated time will be converted to dollars at the hourly rate of the donor. When a recipient is identified, an appropriate amount of dollars will be converted to sick leave at the hourly rate of the recipient.

3. Eligibility for Employee Catastrophic Sick Leave:

- a. An employee must have successfully completed six (6) months of employment with the District and their probationary period.
- b. An employee must meet the following definition of catastrophic illness/injury. "Catastrophic illness/injury is an illness or injury that requires inpatient care at a medical or mental health facility or that renders an employee bedridden at home. Bedridden is defined as limiting an individual's ambulatory status to home allowing attention to in-home personal care needs, attend physicians' appointments, and receive necessary medical treatment related to their catastrophic illness. The illness or injury cannot be a result of an illegal act, nor can it be purposely self-inflicted."
- c. An employee absent due to an approved service connected disability is not eligible to participate in the Catastrophic Leave Program.
- d. An employee must have exhausted all accrued paid leave before catastrophic leave may be used.
- e. In the event of incapacitation or the employee's inability to communicate, a family member may submit the catastrophic leave application on behalf of the employee.

4. Eligibility for Family Catastrophic Sick Leave:

- a. An employee must have successfully completed six (6) months of employment with the District and their probationary period.
- b. An employee's immediate family shall include the employee's spouse, domestic partner, child, or parent and must meet the following definition of catastrophic illness/injury. "Catastrophic illness/injury is an illness or injury that requires inpatient or outpatient care at a medical or mental health facility or that renders an employee's family member bedridden at home" as defined in Section 3 (b) of this Article. A medical certification from the attending State Licensed Health Care Provider stating the necessity of the employee's presence to care for the family member is required as part of all requests for Family Catastrophic Sick Leave.
- c. Requests for Family Catastrophic Leave from immediate family members employed by the District shall be combined for the purpose of granting leave hours as provided for under Subsection 6 herein.

5. Once an eligible employee has exhausted all accrued paid leave (sick leave, compensatory time and vacation time) as a result of the catastrophic illness or injury, the

employee may file a written request with District Risk Management for Catastrophic Sick Leave. The written request must specify the length of time the employee wishes to be covered by Catastrophic Sick Leave and must be accompanied by: 1) a medical statement from the attending State Licensed Health Care Provider explaining the nature of the illness/injury, and an estimated amount of time the employee, or their family member, will be receiving care or will be bedridden at home; 2) evidence that the employee has notified their AGM/DGM or designee in writing of their requested absence for the necessary length of time as estimated by the health care provider; and 3) a schedule of the dates and times the employee will be off from work, as approved by the AGM/DGM or designee, if the employee is requesting intermittent time off to care for a family member.

6. District Risk Management will review the request and verify the employee's eligibility for Catastrophic Sick Leave. If determined eligible, District Risk Management shall grant to the employee an appropriate amount of Catastrophic Sick Leave from the leave bank, provided the balance of the leave bank is sufficient. The eligible employee may take up to 320 hours of Employee Catastrophic Leave or eighty (80) hours of Family Catastrophic Leave. Family Catastrophic Leave shall be used within twenty (20) working days of the date approved. If the employee needs additional hours to get through the elimination period for long term disability, then and only then, under such extraordinary circumstances, the employee may be granted additional hours of Employee Catastrophic Sick Leave. For each occurrence that catastrophic leave is approved, any unused hours will be returned to the Catastrophic Leave Bank. Catastrophic leave benefits will not be available to any employee currently receiving disability income benefits from the District's long term disability insurance carrier.
7. Any donations made to the Catastrophic Leave Program may be targeted to a specific employee at the donating employee's request. Any hours already donated to the Catastrophic Leave Program remain there, including any unused hours for a targeted employee, and may not be returned to the donating employee.

ARTICLE 25

Miscellaneous Leaves

1. Court and Jury Leave: Employees required by legal process or required by the District to appear in any court or before the Grand Jury as a juror or witness in a criminal or civil case during their work shift shall receive full compensation as though they were actually on the job during such time. They shall claim any jury, witness, or other fee to which they may be entitled by reason of such appearance and pay such fees, except mileage, to the District Human Resources office within three (3) working days of receipt, to be deposited in the applicable fund of the District. An employee working other than a day shift appearing in court for the stated reasons for four (4) hours or more will be given their next regular shift off with pay providing that the employee meets all other conditions of this Section. Employees appearing in court for the stated reasons on scheduled twenty-four (24) hour

periods off shall retain any and all remuneration as may be authorized for such appearances. Notation will be made on the time and attendance report for the shifts of court leave granted to the employee while absent from their regular scheduled duties. If the employee is not selected for jury duty or is released from testimony, they shall return to duty if released during scheduled work shift hours. In those cases where an employee elects to retain jury duty or witness fees such time shall not be counted as time worked for the purpose of determining overtime, and the employee will not be considered on court leave for the time absent from work.

No civil case, personal court case, or personal business shall be covered by this Article in which the employee has an interest.

In accordance with NRS 6.190, a person is summoned to appear for jury duty, the employer and any employee, agent or officer of the employer shall not, as a consequence of the person's service as a juror or prospective juror:

- a. Require the person to use sick leave or vacation time; or
- b. Require the person to work;
 - i. Within eight (8) hours before the time at which the person is to appear for jury duty; or
 - ii. If the person's service has lasted for four (4) hours or more on the day of their appearance in a jury duty, including the person's time going to and returning from the place where court is held, between 5 p.m. on the day of their appearance for jury duty and 3 a.m. the following day.

2. Military Leave: Any permanent employee who is a member of the organized U.S. Army, Navy, Air Force, Coast Guard, Nevada National Guard or Marine Reserves shall continue to receive their regular pay from the District as prescribed by NRS 281.145, and any benefits as provided in the Uniformed Services Employment and Reemployment Rights Act of 1994.
3. Leave Without Pay: Upon written application to the Assistant General Manager/Deputy General Manager (AGM/DGM), a permanent status employee may, in the District's sole discretion, be granted a leave of absence without pay for a period not to exceed ninety (90) calendar days, without prejudice to their status, but no vacation or sick leave credits shall accrue during any such leave period. Without approval of the employee's AGM/DGM and the AGM/DGM of Human Resources, leave without pay may not be granted until all accumulated annual leave is used. Disciplinary leave without pay may be imposed when annual leave is still available. Any additional leave must be recommended by the AGM/DGM and approved by the Human Resources.
4. Parental Leave: Upon written application to the AGM/DGM, an employee shall be granted

a leave of absence of up to three (3) months for the purpose of caring for newborn children up to six (6) months old or legally adopting a child(ren). No vacation or sick leave credits shall accrue during the duration of any period of leave without pay. Employees are not required to use up annual leave and sick leave benefits before taking parental leave without pay. Any unpaid leave shall be taken as one (1) continuous leave period. Employees, at their discretion, may use none, any or all of their sick leave and/or annual leave in the 3-month parental leave period. Parental leave of more than three (3) months is at the discretion of the AGM/DGM, and if approved, the employee may use annual leave, sick leave, or leave without pay under the provisions of Article's 23, 24, and 25 of this Agreement.

In addition to these provisions, the District shall provide benefits in accordance with the Family and Medical Leave Act of 1993.

5. Blood Donor Leave: Employees will be granted the necessary time off, up to four (4) hours during their work shift, for the purpose of donating blood when participating in a District authorized and/or sponsored blood donation drive. In no event shall an employee be eligible for overtime as a result of donating blood.
6. Education Leave: Upon written application to the AGM/DGM, an employee may, in the District's sole discretion, be granted educational leave without pay for a period not to exceed 90 calendar days, without prejudice to their status, but no vacation or sick leave credits shall accrue during any such leave period.
7. Application and Examination Leave: An employee shall be permitted reasonable time off with pay during their shift to submit an application and/or take a scheduled examination a promotional or transfer opportunity. In no case shall an employee become eligible for overtime as a result of competing for a promotional or transfer opportunity. An employee shall notify their supervisor immediately upon receiving a letter from Human Resources of the date and time that they are scheduled to attend an interview or examination.
8. Bereavement Leave: An employee shall be granted a leave of absence of up to six (6) days for the purpose of bereavement and to attend the funeral of a member of the employee's immediate family (immediate family shall be defined as the employee's spouse, domestic partner, mother, father, brother, sister, child, foster child, stepchild, grandchild, and grandparent, or any in-law of the employee's bearing any of the previously specified relationships). Employees, at their discretion, may use sick, vacation, and/or compensatory time during the authorized bereavement leave period.

ARTICLE 26

Benefit Eligibility

1. Eligibility for increased entitlements to sick leave, vacation and longevity shall be

determined by the total amount of service commencing with appointment to a permanent budgeted position. District employees hired on or before June 30, 2024, who have prior years of service with Clark County, shall retain their current County hire date, longevity date (if applicable), accrual date, and sick and vacation leave balances will transfer from the County.

2. Should an employee who left District service in permanent status, worked three (3) consecutive years, and gave, when applicable, two (2) weeks termination notice be rehired, that employee may regain all previously unused sick leave, provided the employee reimburses the District for whatever unused sick leave was paid the employee at the time of separation. Such reimbursement shall be paid before an employee is entitled to use such sick leave. The District must give the employee notice of this option upon rehire and the employee must either accept or decline this option within sixty (60) days following the successful completion of their probationary or qualifying period. If the employee accepts the repayment option, the repayment must be completed within six (6) months following the successful completion of their probationary period.
3. Increased entitlements will include all previous employment that ceased under honorable conditions or as a result of an involuntary layoff as provided in Article 13.

ARTICLE 27

Service Connected Disability

All eligible members shall be covered by a Workers Compensation Program of the District's choice that conforms with the provisions of the Nevada Industrial Insurance Act (NRS Chapter 616) and the Nevada Occupational Diseases Act (NRS Chapter 617) and that provides for payment of industrial accident benefits and compensation for partial and total disability arising from industrial injuries and occupational diseases.

1. In the event an employee is absent from work due to a service-connected disability, approved pursuant to NRS Chapter 616 or 617, they may receive, in addition to the compensation as provided by NRS Chapter 616 or 617, a supplemental amount from the District which would cause the total amount received by the employee from the service-connected disability and the District to equal their salary at the time of their disability. The supplemental compensation will start from the first day of absence or illness, but shall not exceed 340 work hours for the same incident. During this period, the employee shall not forfeit any accrued sick leave. Successful completion of the probationary period is required in order to qualify for the supplemental compensation from the District.
2. It is the intent of the District to pay the on-the-job injured employee (as outlined in this Section) the difference between full biweekly salary and that provided pursuant to NRS Chapter 616 or 617 as salary continuance. Therefore, the employee shall return to the District all temporary total disability payments received which were made under NRS Chapter 616 or 617 covering the period enumerated in Section 1 of this Article. No

supplemental benefit shall be paid until after the employee's lost-time benefit check has been deposited with the District Finance.

3. If an employee entitled to disability compensation has not completed their probationary period, or if an employee who has received supplemental compensation for the maximum 340 work hours is unable to return to work, they may elect to utilize accrued sick leave, during which period the employee shall receive compensation from the District as provided in NRS Chapter 281.390. If the employee is receiving no compensation for time missed from work through the Worker's Compensation Program, the employee must use leave benefits to fully account for any absence.
4. When accrued sick leave has expired, if the employee is still unable to work and the employee is receiving compensation for time missed from work through the Worker's Compensation Program, they will be permitted to use their accrued vacation leave as sick leave. Subsequent to the expiration of both the employee's sick and vacation leave, provided that the employee has so elected to use their vacation leave as sick leave, the employee's compensation will be limited to that provided by NRS Chapter 616 or 617 and the employee will be placed in a leave without pay status. However, through written justification to the District Human Resources DGM, exceptions to this Article may be approved by the General Manager.
5. If, as a result of a licensed physician's evaluation and prognosis, it appears that the employee will not return to their regular District job within a 12-month period, the District may require a medical separation. Medical separation appeals of employees covered by this Agreement shall be handled in accordance with the procedure set forth in Article 11, Section 2.

ARTICLE 28

Retirement Contribution

1. The District will pay the employee's portion of the retirement contribution under the employer-pay contribution plan in the manner provided for by NRS Chapter 286. Any increase in the percentage rate of the retirement contribution above the rate set forth in NRS Chapter 286 on May 19, 1975, shall be borne equally by the District and the employee and shall be paid in the manner provided by NRS Chapter 286. Any decrease in the percentage rate of the retirement contribution will result in a corresponding increase to each employee's base pay equal to one-half (1/2) of the decrease. Any such increase in pay will be effective from the date the decrease in the percentage rate of the retirement contribution becomes effective.
2. The term "retirement contribution" does not include any payment for the purchase of previous credit service on behalf of any employee.

ARTICLE 29
Group Insurance

1. To be eligible for group insurance, an employee must occupy a permanent budgeted position and work at least twenty (20) hours per week and meet the necessary qualifying periods associated with the insurance program. The District will then be responsible for the prorated share of the premium based on hours worked as a percentage of forty (40) hours per week. Any employee who is on an authorized leave without pay status over thirty (30) consecutive calendar days will be responsible as of the 31st day for reimbursing the District for the employee's insurance premium, the total dependent coverage insurance premium and the total long-term disability insurance premium from that day forward. If the leave without pay status does not coincide with the premium payments, then any such premiums shall be prorated.
2. Employees who elect to have group insurance shall pay the following percentage of the total health and dental insurance premium per month.

PERCENTAGE

Employee Only	5.5%
Employee & Spouse	10.0%
Employee & Children	7.0%
Employee & Family	10.5%

All employees hired after April 19, 2011, will pay 10% of the total health and dental insurance premium per month.

3. Should the District seek to leave the Clark County, Nevada Health Insurance and Benefit Plan, The District shall give the Union six (6) months notice of an intent to do so. The District and Union agree to promptly create a Health Benefits Committee to evaluate healthcare coverage options and benefits levels. The committee will consist of six (6) members and be represented by three (3) District members and three (3) Union members, representing both the Supervisory and Nonsupervisory units. The committee will select a health care plan with benefit levels similar to those provided through the Clark County Nevada Health Insurance Benefit Plan.

ARTICLE 30
Life Insurance

1. The District shall pay 100% of the premium cost of a group life insurance policy providing, to each employee, an amount of coverage of no less than \$15,000 or no more than \$20,000.

2. The Union, at its discretion, may offer additional supplemental insurance benefits to members of the bargaining unit the cost of which shall be borne by the member. Neither the Union nor its authorized agent shall have the right to solicit enrollment during normal working hours. The Union agrees to comply with all accounting and payroll deduction procedures as established by the District.

ARTICLE 31

Long Term Disability Insurance

1. The District will provide long-term disability insurance to employees who occupy a permanent budgeted position and work at least twenty (20) hours per week. Employees must meet the qualifying requirements associated with the plan.
2. Through December 31, 2002, the District will pay a maximum premium of \$12.70 per month for each eligible employee toward the LTD plan. Effective January 1, 2003, the District will pay a maximum premium of \$18.75 per month for each eligible employee toward the LTD Plan. The initial benefits of the plan will be determined based on the maximum premium in effect as of January 1, 2003. Effective January 1, 2004, the District will increase the premium by five percent (5%) annually through the term of this agreement to maintain the initial benefits of the plan. This contribution in no way guarantees a specific level of benefits, nor once a plan is adopted, for those benefit levels to continue if the premium exceeds the maximum monthly contribution.

ARTICLE 32

Longevity

1. Creditable Service for Longevity Computation: Periods of permanent full-time employment with the District shall be considered as creditable service for the purpose of computing longevity eligibility. Any period in which an employee, while employed by the District, is called into the active military service of the United States Armed Forces involuntarily will be considered as creditable service for computation of longevity pay. All current employees prior to August 25, 2015, shall be entitled to longevity pay in addition to their base salary upon completion of eight (8) full years of creditable service. Employees hired into District service under this agreement on or after August 25, 2015, shall be ineligible for the longevity benefit. All other employees covered by this agreement prior to the date of August 25, 2015, shall remain eligible for the longevity benefit. Specifically, employees' eligible but not receiving payment as of the date of August 25, 2015, shall receive the longevity benefit after eight (8) full years of creditable service. The longevity benefit and eligibility for such shall be maintained upon promotion, transfer or demotion into a non-union position and in the event an employee is recalled to District employment in accordance with Article 13. Furthermore, the parties agree that for a period of eight (8) years from the date of August 25, 2015, Article 32 (Longevity) shall not be subject to negotiation without the express written consent of both parties.

- a. Longevity shall be paid annually, in a lump sum amount, during the first pay period following the employee's anniversary hire date, as adjusted for below conditions where applicable. Longevity payments shall be prorated from the anniversary hire date, as adjusted, for employees separated for any reason. Longevity rates for eligible employees shall be paid at the rate of .57 of 1% per year for each year of creditable service. Overtime pay or compensatory time shall not be considered in the calculation of longevity pay.

2. Non-Creditable Service for Longevity Computation:

- a. Any period that an employee is on any leave of absence without pay over a period of twenty-one (21) consecutive calendar days in a calendar year will be deducted from the creditable service for longevity pay.
- b. Period or periods of service in the active military service of the United States Armed Forces in which the employee enlisted voluntarily for active service other than period of war time or national emergency.
- c. Suspension periods as a result of disciplinary action.

ARTICLE 33

Private Automobiles

1. Where an employee is required by a supervisor to use their private automobile in the performance of District business, they shall be reimbursed at the rate as established by NRS for each mile actually traveled in the performance of such District business. If an employee is required to use a passenger vehicle in the performance of their job, the District will make every effort to provide a District vehicle for use. In the event the employee is required to transport a client for any purpose the District must provide an appropriate vehicle.

ARTICLE 34

Tools and Uniforms

1. Each eligible permanent employee required to provide tools for their job and holding a classification listed below shall receive a tool allowance of \$1,000 on their first paycheck in January:
 - ~~Auto & Equipment Specialist~~ **UTILITY HEAVY EQUIPMENT/AUTO SPECIALIST**
 - ~~Auto & Equipment Technician I~~ **UTILITY HEAVY EQUIPMENT/AUTO TECHNICIAN I**
 - ~~Auto & Equipment Technician II~~ **UTILITY HEAVY EQUIPMENT/AUTO TECHNICIAN II**

*Corresponding classifications designated as CDL will be eligible for the tool

allowance as outlined in the article.

The Service Center AGM/DGM or their designee will provide these employees a list of tools required for their positions. The Service Center AGM/DGM shall notify, by December 31, District Human Resources and the Union of these employees required to provide tools and the list of tools they are required to provide.

2. All Service Centers that currently supply tools to employees not serving in classifications in Section 1 shall continue to provide tools at no cost to the employee.
 - a. Pneumatic equipment (and all related accessories) required by the District employees designated in section 1 shall be purchased by the District.
3. Any eligible employee leaving District employment between January and July must reimburse the District an amount equal to nineteen (\$19) dollars for each biweekly pay period remaining in the year.
4. The District reserves the right to determine the employees who are required to wear uniforms and to designate the uniform to be worn. The District will either provide a sufficient number of uniforms or provide for a uniform allowance.
5. Uniforms provided by the District must be returned to the District upon the employee's separation from the District.
6. Employees are required to wear District-issued safety equipment during their assigned shifts.

ARTICLE 35

Time and Attendance

Purpose

To provide uniform guidelines and procedures for monitoring and evaluating acceptable Clark County Water Reclamation District (District) employee attendance.

Definitions

1. Scheduled absences

- a. Scheduled absences occur when an employee's use of vacation leave, compensatory time off, catastrophic leave, holiday leave, court leave, military leave, leave without pay, parental leave, blood donor leave, education leave, and application/examination leave has been requested, and authorized in writing by an

employee's manager or general manager's designee at least 24 hours in advance of the leave.

- b. For purposes of scheduled sick leave, advance notice is defined as, approval in writing by the employee's division manager or their designee no later than the previous work shift (shift operations), workday (m-f 5/8s), or day (relates to days off variations).
- c. Vacation requests for one (1) shift or less may be granted without the 24-hour notification requirement by the division manager or their designee, **EXCEPT FOR A CALL OUT AFTER THE END OF THE PREVIOUS WORK SHIFT.**

2. Unscheduled absences

Unscheduled leave occurs when an employee is absent without appropriate prior leave approval in accordance with one (1) above.

3. Tardiness

An employee is considered tardy when the employee is not at their designated work station/site at the start of their designated shift. **IN ADDITION, TARDINESS OF FIFTEEN (15) OR MORE MINUTES SHALL BE REPORTD AS LEAVE WITHOUT PAY ROUNDED TO THE NEAREST ONE-FOURTH (1/4) OF AN HOUR, IF AN EMPLOYEE DID NOT CALL IN PRIOR TO THE START OF THEIR SHIFT IN ACCORDANCE TO SECTION 1.A BELOW.** Tardiness of **MORE THAN** 15 minutes ~~or more~~ after the start of ~~you're the~~ **EMPLOYEE'S** work shift may be covered by appropriate leave, for pay purposes only, as approved by the ~~division manager~~ **AGM/DGM OR DESIGNEE IN ACCORDANCE TO SECTION 1.A BELOW.**

4. Incident

An incident is any unscheduled leave or unscheduled tardiness.

I. Procedural guidelines

1. Reporting unscheduled leave

- a. Employees are required to call in prior to the start of their shift and shall notify their immediate supervisor of what leave they are requesting to take. Employees must contact their immediate supervisor at their designated district telephone extension or cell phone. Voice mail left on an employee's immediate supervisor's district extension will provide an acceptable record of employee contact.

- b. If requested vacation leave is denied by the supervisor, the employee may proceed to have the denial reviewed by the Service Center/Group manager, who will review and resolve the matter.
- c. An employee who is incapacitated and/or unable to call within the aforementioned time frame shall provide acceptable written documentation to their immediate supervisor upon their return to work.

2. Employee Assistance Program

An employee who feels personal problems may be contributing to an unsatisfactory attendance record may contact the ~~Clark County~~ **DISTRICT'S** Employee Assistance Program.

3. Acceptable leave usage

- a. Sick leave & tardiness: ~~eight (8)~~ **SEVEN (7)** or less combined unscheduled incidents.
- b. Unauthorized leave: no unauthorized leave shall be considered as acceptable leave usage. Unauthorized leave is defined as any unauthorized early departure or failure to report to work (no call, no show) and leave without pay that has not been approved by the general manager or his **THEIR** designee.

4. Incident removal process

- a. For each 30 day period (calendar days) without unscheduled leave, for the purpose of tracking incidents of unscheduled leave, the earliest incident shall be removed from an employee's leave usage spreadsheet.
- b. Payroll leave documentation will be maintained by district management as a permanent record of all employee leave requested/approved and shall serve as the basis for possible disciplinary action.

5. Progressive discipline for incidents

- a. Unscheduled sick leave and tardiness shall be tracked collectively.
- b. ~~8~~ **7** incidents = documented coaching and counseling
~~9~~ **8** incidents = documented oral warning
~~10~~ **9** incidents = admonishment
~~11~~ **10** incidents = written reprimand

~~12~~ **11** incidents = Final written warning

~~13~~ **12** incidents = suspension with pay pending termination

- c. For purposes of administering progressive discipline in (b) above, employees whose incident frequency returns to an incident level requiring discipline shall progress to the next level of progressive discipline, e.g., employee reaches ~~9~~ **8** incidents and is issued a documented oral warning then goes 30 days without an unscheduled incident which drops to ~~8~~ **7**. At the point where the employee reaches ~~9~~ **8** incidents again, ~~s/he is~~ **they are** issued an admonishment.
6. An employee's attendance record over the last twelve (12) months shall be one of the factors included in a formal performance appraisal but shall not be used as the decisive factor in a salary adjustment decision unless disciplinary action has been taken.

ARTICLE 36

District's Substance Abuse Policy

POLICY ON DRUG AND ALCOHOL FREE WORKPLACE

It is the policy of District and the Union to foster and provide a drug and alcohol free workplace for all employees. A drug and alcohol free workplace protects the safety of the public as well as the District's valuable workforce.

While the District will be supportive of those who seek help voluntarily, the District will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help.

1. Guiding Principles:

There are four (4) guiding principles underlying the adoption of this policy.

They are:

- a. Education - The District and Union believe that education and training of all employees in the effects and treatment of substance abuse will contribute to a safer and more efficient workplace for everyone.
- b. Deterrence - The District and Union are committed to eliminating the effects of substance abuse in the workplace. All employees are prohibited from using, possessing, buying or selling drugs or alcohol in the workplace, and are prohibited from reporting to work or being subject to work (specifically on standby or on break) with prohibited drugs active in their systems or while under the influence

of alcohol.

- c. Enforcement - The substance abuse policy will be strictly enforced. Violations of the policy or procedures will be cause for discipline, up to and including termination of employment.
- d. Treatment - The District and Union are committed to helping employees with admitted substance abuse problems overcome those problems, and encourage voluntary rehabilitation options.

2. Policy Purposes:

The purposes of the substance abuse policy are:

- a. To implement a fair and balanced approach to eliminating substance abuse and its effects on the job;
- b. To protect the public and employees; and
- c. To provide a strong incentive for voluntary rehabilitation and return to work.

2. Rules:

The District and Union have formulated clear rules and penalties to ensure compliance with the substance abuse policy. The primary rules are:

ALCOHOL

- a. The consumption of an alcoholic beverage by an employee on duty will result in immediate termination with no Last Chance Agreement. The possession of an open alcoholic beverage by an employee on duty shall be cause for disciplinary action up to and including termination. The only exception to disciplinary action for the possession of an open alcoholic beverage while on duty is when the handling of an open alcoholic beverage is incidental to the employee's assigned duties.
- b. An employee will also be subject to the disciplinary procedures described in the article when the consumption of alcoholic beverages occurred at a time proximate to their work time, has an adverse effect on their work performance, causes impairment while on duty or on standby, or creates a risk of harm to self, others, or District or private property.
- c. If an employee who is required to drive as part of their assigned duties has their driver's license suspended, revoked, temporarily or permanently, due to a substance related offense, the employee must notify their supervisor of these circumstances when next reporting to duty. Failure to do so shall be cause for disciplinary action up to and including

termination.

- d. The felony conviction of an employee as a result of alcohol while off District premises and not on duty shall be cause for disciplinary action up to and including termination.

DRUGS

- a. The unlawful manufacture, distribution, dispensation, possession, or use of an illegal drug or controlled substance by an employee in the workplace or during work hours is prohibited. Employees in violation of this policy will be terminated with no Last Chance Agreement.
- b. The use of any drug which negatively affects performance or the ability of an employee to work in a safe manner may be cause for discipline where the employee knew or should have known that the drug would adversely diminish their capabilities to perform the job. For the purpose of this policy, the term "drug" shall include but not be limited to sedatives, stimulants, hallucinogens, cocaine, crack, cannabinoids, opiates, phencyclidine, and volatile solvents.
- c. Whenever an employee is prescribed a drug by a licensed health care provider or uses an over-the-counter medication which may negatively affect their performance or ability to perform in a safe manner, the employee shall notify their supervisor. An employee who fails to notify their supervisor may be subject to disciplinary action up to and including termination and may be placed on a Last Chance Agreement when the use of drugs by that employee contributes to an accident or incident that results in property damage or injury to a person. Supervisors shall ensure that employees are not placed in capacities that may jeopardize the safety of others.
- d. The possession or use of illegal drugs while off District premises and while not on duty may be cause for discipline up to and including termination, where such conduct can be shown to have a direct and material adverse effect on the District's interests, including public image.
- e. If an employee who is required to drive as part of their assigned duties has their driver's license suspended, revoked temporarily or permanently, due to a substance related offense, the employee must notify their supervisor of these circumstances when next reporting to duty. Failure to do so shall be cause for disciplinary action up to and including termination.
- f. The felony conviction for the possession or being under the influence of illegal drugs while off District premises and while not on duty shall be cause for disciplinary action up to and including termination.
- g. The conviction of an employee for the sale or possession with intent to sell illegal drugs

is cause for immediate termination with no Last Chance Agreement.

- h. Employees must notify their immediate supervisor of any personal criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such conviction. Failure to notify the immediate supervisor shall result in disciplinary action.

DRUG AND ALCOHOL TESTING

The District may require an individual to submit to a drug and alcohol test under the following circumstances.

1. Pre-Employment:

District Human Resources will identify specific job classifications that require an applicant selected as a new hire to take and pass a drug and alcohol screening. A positive result from the drug and/or alcohol screening may result in the applicant not being hired where the applicant's use of drugs and/or alcohol could affect requisite job standards, duties and responsibilities. If a legal drug screen is positive, the applicant must provide, within 24 hours of request, bona fide verification of a valid current prescription for the drug identified in the drug screen and it must be in the applicant's name. If the prescription is not in the applicant's name or the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant will not be hired.

2. Reasonable Cause:

An employee will be required to undergo immediate drug and blood alcohol testing in accordance with the following procedures if there is reasonable cause that the employee is under the influence of a drug and/or alcohol. Reasonable cause that an employee is under the influence of a drug and/or alcohol will be based on specific facts and/or reasonable inferences derived from those facts. Examples of circumstances, although not inclusive, which constitute a basis for determining reasonable cause are specified on the "Observation/Incident Report" included as part of this policy in Appendix G.

3. Post-Accident:

If an employee is on duty and involved in an accident as the driver of the vehicle, the District may require the employee to undergo immediate drug and blood alcohol testing. Testing under this circumstance will follow the procedures set forth in Section 4 of this article.

4. Testing Procedures for Reasonable Cause and Post-Accident:

- a. Any supervisor evaluating an employee for reasonable cause shall complete the District "Observation/Incident Report" Appendix G. The Observation/Incident Report shall be sent to the appropriate AGM/DGM and the Employee Relations Division of District Human Resources. Supervisors and managers will not be permitted to use this policy as a vehicle to harass employees. Supervisors and managers shall be subject to the disciplinary process up to and including termination if they engage in harassing behavior towards employees.
- b. Except for post accident testing, the suspected employee shall be afforded the right, if they so desire, to request that, in addition to the first supervisor, another on-duty supervisor provide a second opinion as to reasonable cause in accordance with Appendix G. If another supervisor is not able to report to observe the suspected employee within thirty (30) minutes due to the distance a second supervisor would have to travel to observe the employee, the employee's request for a second opinion will not be granted. For remote locations, the time period for a second supervisor's opinion shall be sixty (60) minutes.
- c. If the employee is an eligible member of a bargaining unit, the first supervisor advises them of their right to have a Union representative prior to testing and allow the same thirty (30) minutes for a Union representative to appear. If mitigating circumstances warrant, the supervisor may wait up to a maximum of one (1) hour for a Union representative.
- d. The employee shall be relieved of duty and transported to a drug testing specimen collection site for a drug and alcohol screening. Once the test sample is collected, arrangements will be made to have the employee transported home. The sample will be tested and confirmed and chain of custody maintained by a Substance Abuse Mental Health Services Administration (SAMHSA) certified laboratory facility. A sufficient amount of a sample will be taken so that, at an employee's request and expense, an alternative SAMHSA testing facility may be used to test the same sample; chain of custody will be maintained between testing facilities. An employee who is incapacitated to the point that they cannot provide a sample at the time of the incident shall later provide the necessary authorization for releasing hospital or medical reports that would indicate whether or not the employee was under the influence of a drug and/or alcohol.
- e. Advise the employee that they will remain on paid status until the test sample is collected. After the sample is collected the employee will be placed on leave in the following order as leave benefits are exhausted (sick leave, compensatory time, vacation leave, leave without pay) until the District receives the test results. If the test is negative, the District will make the employee whole.
- f. The results will be delivered by mail or carrier to the Employee Relations Division

of District Human Resources, who will then immediately notify and make a copy of the report available to the employee. The employee's AGM/DGM or designee will be notified whether the test results are positive or negative. A drug test will be considered positive if the confirmation cutoff levels established by the SAMHSA are exceeded. An alcohol test will be considered positive if the blood alcohol content is equal to or greater than the legal limit as specified in NRS or other applicable laws.

- g. Refusal to submit to a drug and alcohol test or to provide the necessary authorization for releasing hospital or medical reports that would indicate whether or not the employee was under the influence of a drug and/or alcohol shall be considered a positive test result and the employee shall be placed on a Last Chance Agreement.

DISCIPLINARY PROCEDURES FOR A POSITIVE DRUG AND/OR ALCOHOL TEST

1. A positive drug and/or alcohol test will be cause for disciplinary action in accordance with Section 3 below.
2. A test resulting in a positive outcome for a legal drug will result in the following actions:
 - a. The employee may be disciplined for the performance or behavior that established reasonable cause to test the employee.
 - b. The employee will provide, within twenty-four (24) hours of request, a bona fide verification of a valid, current prescription for the drug identified. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified their supervisor, the employee will be subject to disciplinary action in accordance with Section 3 below.
 - c. Before the employee may return to work, the employee must provide the Service Center AGM/DGM with a certificate of fitness/return-to-duty form from the prescribing physician/state certified health care provider. The certificate of fitness must be a signed statement indicating whether or not an employee is medically able to perform regularly assigned job duties without restriction or limitation. If the employee is restricted from performing regularly assigned duties, the certificate must also identify the employee's restrictions.
3. A test resulting in a positive screen for an illegal substance or the abuse and/or misuse of a legal drug or controlled substance will result in the following action:

- a. First offense: Unless previously specified as an infraction resulting in immediate termination, the employee will receive a suspension without pay for a period of time based on the severity of the infraction and shall be required to sign and successfully complete the conditions of a Last Chance Agreement which includes rehabilitation and aftercare.
 - b. Before the employee may return to work, the employee must provide the Service Center AGM/DGM with a certificate of fitness/return-to-duty form from the prescribing physician/state certified rehabilitation and treatment program provider releasing the employee to return to work. The certificate of fitness must be a signed statement indicating whether or not an employee is medically able to perform regularly assigned job duties without restriction or limitation. If the employee is restricted from performing regularly assigned duties, the certificate must also identify the employee's restrictions. This must occur within sixty (60) days of the drug test date. Failure to provide a return-to-duty form with respect to their substance abuse problem within sixty (60) days will result in disciplinary action up to and including termination.
 - c. Second offense: The employee will be suspended without pay pending termination.
4. A test resulting in a positive screening for alcohol will result in the following action:
- a. First offense: Unless previously specified as an infraction resulting in immediate termination, the employee will receive a suspension without pay for a period of time based on the severity of the infraction and will be required to seek assistance through the Employee Assistance Program. The employee will be required to provide a certificate of fitness/return-to-duty form from the prescribing physician/State certified rehabilitation and treatment program provider releasing the employee to work. The certificate of fitness must be a signed statement indicating whether or not an employee is medically able to perform regularly assigned job duties without restriction or limitation. If the employee is restricted from performing regularly assigned duties, the certificate must also identify the employee's restrictions. This must occur within sixty (60) days of the drug test date. Failure to provide a return-to-duty form with respect to their substance abuse problem within sixty (60) days will result in disciplinary action up to and including termination.
 - b. Second offense: Unless previously specified as an infraction resulting in immediate termination, the employee will receive a suspension without pay for a period of time based on the severity of the infraction and will be required to sign and successfully complete the conditions of a Last Chance Agreement which includes a rehabilitation and aftercare program.

- c. Third offense: The employee will be suspended pending termination, unless the employee's AGM/DGM decides not to terminate the employee based on mitigating circumstances. If the AGM/DGM chooses not to terminate the employee, the AGM/DGM shall follow the second offense procedure in this Section.

LAST CHANCE AGREEMENT

Refusal to sign a Last Chance Agreement shall be considered just cause for termination. The Last Chance Agreement shall be the final step before termination in the disciplinary process. The treatment and aftercare portion of the Last Chance Agreement will be monitored for compliance by the Employee Assistance Program (EAP). The Last Chance Agreement shall require at least the following:

1. The employee to contact the Employee Assistance Program within five (5) working days of employee notification of a positive drug or alcohol test.
2. Compliance with and satisfactory completion of treatment by a Bureau of Alcohol and Drug Abuse certified rehabilitation/program or provider. The Employee Assistance Program will assess, determine and recommend the appropriate level of treatment and provider options. The program/provider may be selected by the employee.
3. Enrollment and continued attendance in an aftercare program, as necessary.
4. Certificate of fitness/return-to-duty form signed by the prescribing physician/state certified rehabilitation and treatment program provider releasing the employee to return to work. This must occur within sixty (60) days of the drug test date. Failure to provide a return-to-duty form with respect to their substance abuse problem within sixty (60) days will result in disciplinary action up to and including termination.
5. A minimum of four (4) random tests over a period of one (1) year from the date of returning to duty. An employee's AGM/DGM or immediate supervisor, as approved by the AGM/DGM, may require testing at any time the employee is on duty.

At that time an employee signs a Last Chance Agreement, or otherwise voluntarily seeks assistance, they shall be advised that EAP counseling is available through the off-site District EAP. Alternative EAP is available through the University Medical Center EAP upon request. The availability of this alternative is predicated upon the employee having a bona fide conflict with District's EAP and the alternative Employee Assistance Program has the ability to accept the employee based on their availability of resources.

CONFIDENTIALITY

With the exception of the laboratory testing facility, the Employee Relations and Employee Assistance Division of District Human Resources, the tested individual, and the Risk Management Division for workers' compensation incidents, the medical record shall not be

released to anyone without express written authorization of the tested individual unless ordered by means of proper legal procedure and appropriate legal authority, such as court ordered subpoena, or in connection with a disciplinary proceeding.

To ensure the confidentiality of employees' medical records, laboratory reports, test results, and Observation/Incident Reports shall not appear in an employee's personnel file. Information of this nature will be contained in a separate confidential medical record that will be securely kept under the control of District Human Resources.

TRAINING

Training is an essential element in assuring the effectiveness of the drug and alcohol free workplace program. Supervisors and employees must be kept informed of not only the policy and procedures of this drug and alcohol program but of the programs available to them, which promote wellness and safety. Supervisor training will be made available; individual consultation by the District Human Resources staff will be available upon request.

1. Supervisor Training:

Topics include:

- a. Developing working knowledge of drug and alcohol policy and drug testing procedures.
- b. Developing working knowledge of impact of substance abuse in the workplace.
- c. Developing working knowledge on identification of possible impaired employees through symptom recognition and job performance standards.
- d. Developing skill in application of procedures to effectively approach and appropriately handle questionable behavior with employees.
- e. Becoming knowledgeable in available resources and procedures for referral such as the Employee Assistance Program.
- f. Learning effective participation in monitoring a Last Chance Agreement.
- g. Learning the critical issues regarding confidentiality and employee rights.

2. Employee Awareness Training:

Topics include:

- a. The drug and alcohol policy and drug testing procedures.

- b. Impact of drugs and alcohol in workplace.
- c. Available resources for assistance including the Employee Assistance Program.
- d. Effects, signs and symptoms of alcohol and the drugs tested for.
- e. The Last Chance Agreement.
- f. Confidentiality and its application in the drug and alcohol policy.

OTHER LAWS, STATUTES OR REGULATIONS

Clark County Water Reclamation District is committed to providing reasonable accommodation to those employees whose drug and/or alcohol problem qualifies them under the Americans with Disabilities Act.

The provisions of any applicable law, statute, regulation or ordinance (i.e. The Omnibus Transportation and Employee Testing Act of 1991 and the Federal Highway Administration and Service group/section of Transportation rules of February, 1994) shall control in the event of any conflict with the provisions of this policy.

DEFINITIONS

DRUG AND ALCOHOL TEST: For the purposes of this policy, drug and alcohol test means a test for the detection of at least the following: alcohol, amphetamines, barbiturates, cocaine, propoxyphene, benzodiazepines, marijuana, methadone, methaqualone, opiates, and phencyclidine (PCP).

FIRST SUPERVISOR: A supervisor from any Service Group, who has been through the Supervisor Training Program specified in this policy, who first observes different or abnormal behavior of an employee.

ILLEGAL DRUGS: Any drug (a) which is not legally obtainable; or (b) which is legally obtainable but has not been legally obtained. The term includes prescribed drugs not legally obtained and prescribed drugs not being used for prescribed purposes.

LEGAL DRUG: Prescribed drugs and over-the-counter drugs, which have been legally obtained and are being used for the purpose for which they were prescribed or manufactured.

ON DUTY: Assigned work hours excluding paid and unpaid leaves.

SECOND SUPERVISOR: A supervisor from any Service Group, who has been through the

Supervisor Training Program specified in this policy, who is called in to assist in the assessment of the different or abnormal behavior of an employee.

SAMHSA: Substance Abuse Mental Health Services Administration.

SUBSTANCE ABUSE: The misuse or illicit use of alcohol and/or drugs including controlled substances.

ARTICLE 37

Entire Agreement

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein. However, all other provisions contained in and through existing rules, policies, regulations and practices which may provide benefits applicable to this bargaining unit will continue to be granted to bargaining unit employees unless specifically modified by the terms of this Agreement.

ARTICLE 38

Conflicting Agreements

1. This Agreement supersedes all personnel rules heretofore in effect by the District relating to those subjects addressed by the provisions of this Agreement to the extent such rules are in conflict with the terms of this Agreement. This Agreement does not preclude the District from formulating new or additional rules and guidelines which are consistent with the terms of this Agreement or the provisions of the NRS, subject to the procedures of this Article 38.
2. Every employee not excluded from the bargaining unit shall be given a copy of the District Merit Personnel System Manual and the SEIU Agreement. Additions and amendments to the District Merit Personnel System Manual will be forwarded to the Union for review at least forty-five (45) calendar days prior to the effective date of adoption.
3. It is the District's intention that rules, policies, procedures and directives are to be interpreted and applied uniformly to all employees in this bargaining unit under similar circumstances. This in no way precludes the individual Service Center from promulgating their own rules and procedures providing that such rules and/or procedures are not inconsistent with the terms of this Agreement and the District Merit Personnel System. In the event of a conflict between the District Merit Personnel System and the provisions of this Agreement, the provisions of this Agreement shall prevail. Service Center rules and policies will be reviewed and approved by District Human Resources for consistency with the District Merit Personnel System and this Agreement before implementation. The Union will be provided with a copy of all Service Center rules and policies approved by District Human Resources prior to implementation within the Service Center. The Service

Center will provide each employee with a copy of Service Center rules and policies. A copy of all approved Service Center rules and policies will be kept on file in District Human Resources.

ARTICLE 39

General Savings Clause

1. If any provision of this document or any application of the document to any person or persons covered herein be found contrary to federal law or the NRS, then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions thereof shall continue in full force and effect. If there is any change in federal law or the NRS that would invalidate or supplement any provision of this Agreement, excluding changes in NRS Chapter 288, the parties will meet to negotiate any change in the Agreement relative to the affected provisions only.
2. In the event NRS Chapter 288 is amended, the District and Union, through a committee of not more than five (5) representatives each, will meet within thirty (30) days of such passage to informally discuss the ramifications, if any, on the current negotiated Agreement.

ARTICLE 40

Methods of Employee Classification

1. Position Classification Audits
 - a. An audit process, as described herein, will be available to an employee upon written request to Human Resources.
 - b. Written requests by the employee(s) must include an explanation of the changes that have evolved in the classification, additional job responsibilities, and the scope of those responsibilities
2. Classification review
 - a. Human Resources shall request the employee(s) complete a position description questionnaire (PDQ). An employee must demonstrate that those new or expanded responsibilities are of a nature that are compensated at a higher salary level within the existing District salary ranges.
 - b. Human Resources will interview the employee(s) and/or conduct a field

audit to clarify and confirm the employee(s) has included all the pertinent information.

- c. Human Resources will make a written recommendation based on the information gathered from the audit.
- d. Human Resources will send the written recommendation to the Union via email. The union has fourteen (14) days to provide a written response, and the scope of the Union's response shall be as follows:
 - i. Recommend, but not impose changes in the District's system of classification.
 - ii. Review but not impose any changes to the methodology employed to establish newly created or existing classifications within the jurisdiction of the collective bargaining agreement.
- e. All recommendations and the Union's responses shall be forwarded to the Position Review Committee (PRC) for final determination. A copy of the request and the audit materials, including the PDQ and field audit, will be provided to the PRC upon request.
- f. Human Resources shall respond to the employee(s) advising them of the disposition of the PRC's recommendation within thirty (30) days.
- g. The parties further recognize that the decisions of the PRC are final and not subject to the grievance process as outlined in Article 11 of this agreement.

ARTICLE 41

Shift Assignment

- 1. The District and the Union agree that a bid shift procedure based on seniority shall be implemented. The bid shift procedures shall apply to any position classification in any Service Center where Employees occupying those positions are scheduled to day and non-day shifts, as defined in Article 19. At the discretion and approval of the AGM/DGM, shift bidding for day schedules with different regular days off may be included under the purview of this Article. The procedure is as follows:
 - a. No less than once every twelve-month period, all permanent Employees covered under this agreement that occupy a position classification in a service group/section where employees work both day and non-day shifts shall be allowed to submit a bid for the purpose of expressing a shift preference and days off (as days off are part of a posted shift). Bids should be submitted to the employee's AGM/DGM or their designee in accordance

with the procedures as outlined within that Service Center.

- b. The District shall schedule Employees to available shifts and days off (as days off are part of a posted shift) according to the bids submitted and the seniority of the employees, and shall advise the Union and affected employees of the schedules.
2. Seniority shall be determined according to an employee's length of service in a position classification within a Service Center and organized into a Seniority List. If two or more eligible Employees have identical seniority levels, the employee with the greater length of service with the District, as determined by the employee's hire date, shall be given bid preference. If a tie still remains, preference will be given based on the last four (4) digits of the employee's social security number with the smaller number being first.
3. Prior to scheduling employees to available shifts, pursuant to Section 1 (b) herein, the AGM/DGM shall have the exclusive right to exempt specific employees from the bid shift procedure noted herein on the basis of operational requirements. This provision will not be utilized to exempt entire classifications.
4. Employees exempted from the bid shift process, along with the Union, shall be notified in writing of their exemption from the bid shift process. Any employee exempted from the bid shift process may request that the District General Manager reconsider (sustain or overturn) their exemption from the process on the basis of operational requirements.

ARTICLE 42
Terms of Agreement

1. This Agreement shall be effective July 1, ~~2024~~ **2026** or upon approval of the District Board of Trustees whichever is later and shall remain in effect until the last day of June 30, 2026, unless the District and the Union agree to change, amend, modify or terminate this Agreement pursuant to the provisions of NRS Chapter 288. **THERE WILL BE A REOPENER IN YEAR 2029 OR 2030 AT WHICH TIME EACH PARTY CAN OPEN ONE (1) ARTICLE OF THEIR CHOOSING.**
2. Consistent with Article 38 herein, this Article does not preclude informal discussion between the parties of any matter which is not subject to negotiation or contract. Any such informal discussion is exempt from all requirements of notice or time schedule.

ARTICLE 43
District Merit Personnel

The District and the Union recognize the District will maintain a Merit Personnel System for District workers. In the event any conflict exists between this agreement and Merit Personnel Policies and Procedures, the terms and conditions of this agreement shall prevail.

APPENDIX F

Definitions

Unless the context otherwise requires, the words and terms used in this Agreement shall have the meanings ascribed to them below. Any words or terms not ascribed below shall be interpreted in their context as such appears in this Agreement and, if no context is apparent, shall be given their plain and ordinary meaning.

SECTION 1

1. **Actual Service** The number of days actually worked on the job. Sick leave with pay, vacation with pay, injury or illness incurred in the District Service during the period the employee is receiving compensation from the District and absence on temporary military duty or Union leave shall be considered time worked for the purposes of determining actual service.
2. **Administrative Employee** Any employee whose primary duties consist of work directly related to formulating and administering management policies and programs, who regularly exercises discretion and independent judgment. In addition, it includes the District General Manager, their AGM/DGM and immediate assistants, attorneys, all classifications assigned to the Management Compensation Plan and others who are primarily responsible for formulating and administering management policy and programs. Administrative employees are not covered by this Agreement.
3. **AGM/DGM** Appointed or elected official directly responsible to the Deputy General Manager, Assistant General Manager(s), or the electorate for the overall administration of a Service Centers.
4. **Appointing Authority** An official having authority to legally make appointments to positions in the District service.
5. **Arbitrator** An impartial third party chosen in accordance with the provisions of the Agreement for the purpose of deciding appropriate grievances submitted in accordance with such Agreement.
6. **Base Salary** That rate of pay provided to an employee as compensation reflected in the salary appendices in exchange for services provided exclusive of any cash or non-cash benefits.
7. **Break in Service** Those periods during which an employee is not in pay status and is ineligible to accrue annual leave, sick leave, longevity and other benefits unless otherwise delineated in the Agreement.

8. Certificate of Fitness A signed statement from a state licensed health care provider indicating whether an employee is medically able to perform regularly assigned job duties without restriction or limitation.
9. Certificate of Illness A statement signed by a state licensed health care provider describing the type and extent of disability causing absence from job duties. Such statement shall, if possible, also include the provider's opinion as to when and if an employee is able to return to assigned job duties.
10. Compensatory Time Paid time off due an employee in lieu of overtime pay.
11. Confidential Employee An employee occupying a position which by the nature of its duties has access to decisions of management affecting employee relations and has been designated confidential by the District General Manager. In addition, it includes any employee occupying a position in the District Office or Human Resources. Confidential employees are not covered by this Agreement.
12. Continuous Service That service commencing with appointment to a permanent budgeted position and continuing until separation from District service minus any breaks in service.
13. Demotion The movement of an employee from one classification to another classification with a lower salary range.
14. Division Head A subordinate to the Service Center AGM/DGM who has administrative responsibility for a major functional unit within the Service Group/Section.
15. Emergency A situation during which the needs of the Service Group/Section require a position to be filled immediately due to operational needs and the delay would cause substantial problems in completing the mission of the Service Group/Section.
16. Grant Employee An employee occupying a position funded by grant monies. Such employees accrue fringe benefits in the manner set forth in this Agreement. However, the term of employment is subject to the continuance of grant funds and such employees shall be terminated without rights of appeal when such funds are no longer available.
17. Initial Appointment First position held by an individual in the competitive service of the District.
18. Job Vacancy A budgeted position in the competitive service to which an appointment has not been made.
19. Local Government Employee Management Relations Act Chapter 288 of the Nevada Revised Statutes and the Nevada Administrative Code, along with any amendments

thereto and judicial interpretations thereof.

20. Local Government Employee Any person employed by the Clark County Water Reclamation District.
21. Local Government Employer Clark County Water Reclamation District.
22. Negotiations The process of collective bargaining between the District and the Union in determining the relationship between both parties, conditions of employment, and compliance with such conditions.
23. Overtime Pay Money due an employee for the hours they are required by their supervisor to work overtime.
24. Part Time Hourly Employee One who is hired to fill a part-time hourly position and normally works 20 hours or less per week. Such employees are paid only for the actual hours worked and are not eligible for any other benefits of employment. Part- time hourly employees are not covered by this Agreement.
25. Part-Time Hourly Position A position in the non-competitive service having an irregularly scheduled workweek (normally 20 hours or less per week).
26. Permanent Employee One who has successfully completed their initial probationary period in a permanent position.
27. Permanent-Intermittent Employee One who has successfully completed their initial probationary period in a permanent-intermittent position and works a regularly scheduled workweek of 21 hours or more but less than 40 hours. Such employees accrue all fringe benefits as set forth in the Agreement on a prorated basis.
28. Permanent-Intermittent Position A permanent position in the competitive service which requires 21 hours or more but less than full-time employment.
29. Permanent Position A budgeted position in the competitive service with a normally - scheduled workweek of 40 hours or more.
30. Privileged Documents Those documents that pertain to security checks, reference materials from past employers or schools, and subjective evaluations elicited during the selection process.
31. Probationary Employee One who is hired to fill a budgeted position but who has not completed the probationary period. Probationary employees are not covered by this Agreement.
32. Probationary Period That period of time after initial appointment during which the

employee has not attained permanent status in that classification.

33. Promotion The movement of an employee from one classification to another classification with a higher salary range.
34. Qualifying An initial period served in a position by a permanent employee as a result of a promotion. Transferred employees may be required to serve a qualifying period.
35. Reassignment Any non-disciplinary movement of an employee from one position to another position having the same salary range within the same Service Center.
36. Recall The procedure under the provisions of Article 13 of this Agreement for the return of employees who have been laid off.
37. Rehire The appointment of a former permanent or permanent-intermittent employee who separated from District service in good standing.
38. Reinstatement The restoring of a permanent or permanent-intermittent employee to their previous position under the provisions of Article 11 (dispute resolution procedure).
39. Service Connected Disability Physical or mental incapacity resulting from an injury by accident or an occupational disease arising out of and in the course of employment which prevents an employee from engaging in assigned job duties and for which they are eligible for State Industrial Insurance System benefits.
40. Salary Adjustment The progression from a lower pay level in a salary range to a higher pay level within the same salary range.
41. Strike A concerted:
 - (a) Stoppage of work, slowdown or interruption of operations by local government employees;
 - (b) Absence from work by local government employees upon any pretext or excuse, such as illness, which is not founded in fact; or
 - (c) Interruption of the operations of the District by the Union.
42. Supervisor An employee occupying a position, which is responsible for directing the work of other employees.
43. Temporary Employee One who is hired to fill a budgeted or a non-budgeted position not to exceed six (6) months. If a temporary employee applies for and is hired to fill a budgeted permanent or permanent-intermittent position, their probationary period shall

be retroactive to the date of employment in the temporary position if in the same class. However, benefits eligibility and accrual shall begin on the date of initial appointment into the permanent or permanent-intermittent position. Temporary employees are not covered by this Agreement.

44. Temporary Position A budgeted or non-budgeted position in the noncompetitive service approved for a limited period of time, not to exceed six (6) months.
45. Term Employee An employee occupying a position limited in duration to more than six (6) months. Such employees accrue fringe benefits in the manner set forth in this Agreement. When the position ends, such employees shall be terminated without rights of appeal.
46. Term Position A budgeted position in the competitive service approved for a limited period of time of more than six (6) months.
47. Transfer The movement of an employee from a position in one District Service Center to a position in another District Service Center having the same salary range.
48. Volunteer A person in a non-budgeted position who performs assigned duties without compensation. Volunteers are not covered by this Agreement.
49. Workday As referred to in all Articles excluding Article 11, Article 12 and Article 24 of this Agreement, the official workday shall begin at 12:01 a.m. and end at midnight each day of the week.
50. Working Day As referred to in Article 11 and Article 24 of this Agreement, a working day shall begin at 12:01am and shall end at midnight. District offices are normally open for business, which is Monday through Thursday, 7:00 a.m. until 5:00 p.m. excluding holidays. In computing any period of time prescribed or allowed by Article 11, Article 12 and Article 24, the day of the act, event, or default from which the designated period of time begins to run shall not be included.

APPENDIX G
District Substance Abuse Program
Observation/Incident Report

Reasonable Cause ☐ ☐ ☐ Post-Accident ☐ (check one)

Date of Report _____ Time of Day _____

Name of Observed Employee _____

Location of Observation _____

Observer _____

Name

Signature

Position

1st 2nd Other
(Supervisor)

Reasonable Cause Testing:

Reasonable cause for testing is a belief that an employee is under the influence of a drug and/or alcohol based on specific facts and/or reasonable inferences derived from those facts.

An observing supervisor shall describe and document the following:

- Specific observations concerning the appearance, behavior, speech or performance of the employee; and/or
- Violation of safety rule or other unsafe work incident which, after investigation, leads the supervisor(s) to believe that drug and/or alcohol use may be a contributing factor; and/or
- Other physical, circumstantial, or immediate indicators of drug and/or alcohol use.

Post-Accident Testing:

An employee involved in an accident while on duty may be required to undergo a drug and alcohol test.

REASONABLE CAUSE INDICATORS OR ACCIDENT SUMMARY:

Associated with reasonable cause indicators and/or accidents are a variety of "warning signs" which usually appear on the job. **Check the symptom or symptoms you have observed in the employee.**

☐	Drowsiness	☐	Watery, glassy, red eyes
☐	Constricted/Dilated pupils	☐	Hallucinations
☐	Euphoria (elevated mood)	☐	Relaxed inhibitions
☐	Extreme mood changes	☐	Disoriented behavior
☐	Poor time/distance perception	☐	Slurred Speech
☐	Exaggerated sense of ability	☐	Excessively talkative
☐	Poor hand/eye coordination	☐	Wanders aimlessly
☐	Excessive irritability	☐	Depression
☐	Rapid or slow breathing	☐	Rapid speech
☐	Stares off into space	☐	Staggering walk
☐	Drunk behavior with or	☐	Violent behavior
☐	Without odor of alcohol	☐	Other

ACTIONS TAKEN:

COMMENTS BY EMPLOYEE:

CONTINUATION FROM FIRST PAGE IF NECESSARY:

TESTING PROCEDURES CHECKLIST:

Complete and send Observation/Incident Report (Section 3 (a))
Advise employee of right to request second supervisor (Section 3 (b))
Advise employee of right to Union representation (Section 3 (c))
Advise employee of leave procedures (Section 3 (e))
Advise employee of refusal to test policy (Section 3 (g))
Transport employee to collection site and make arrangements for transporting the employee home (Section 3 (d))

cc: AGM/DGM
District Human Resources

MEMORANDUM OF UNDERSTANDING

SUBCONTRACTING

The parties hereby agree to the establishment of an equally seated (6) six-member committee to discuss the process and the reasons why the District contracts out certain services.

Within 30 days from the full ratification of this agreement, the Union shall appoint three (3) members to the committee, the District shall appoint three (3) members.

The Committee shall meet upon request from the Union and no more than once every quarter unless otherwise agreed to by both parties. The employees shall be compensated at their regular rate of pay.

The purpose of the committee is to discuss the Union's questions and/or concerns regarding subcontracting of work currently performed by bargaining unit employees. The District will provide information regarding requests for proposal/bids on a monthly basis and provide specific contracts upon request from the Union. The Committee members can request that in contracts going forward, the District simply add a question on all RFPs that requests a statement of the pay and benefits of employees who will perform any services.

CONTINUITY OF CRITICAL WASTEWATER OPERATIONS

The District and Union recognize that (a) the District's facilities are recognized as critical infrastructure by the U.S. Department of Homeland Security, and is essential to modern life and the nation's economy; (b) it is vital that the District maintain its wastewater collection and treatment operations to protect public health and safety; (c) water reclamation provides an essential water resource in the form of return flow credits for water returned to Lake Mead; and (d) the continuity of the District's unique operations rely on a highly specialized and skilled workforce with limited staffing resources.

The District and Union further agree that work performed within the wastewater treatment industry involves a challenging set of circumstances. Wastewater is odiferous and unsightly. Collection and treatment operations must continue 24 hours a day, 7 days a week. Effective treatment is a "balancing act" between flowrate and time, and constant care afforded a biological process that can be easily disrupted by external factors (i.e. weather, wastewater constituents, wastewater volume, etc.) beyond the control of the District. A constant onslaught of over 100 million gallons per day of wastewater means the smallest disruption to collection or treatment is addressed as a state of emergency.

To ensure the continuity of the District's unique, critical wastewater operations, the District and Union agree to implement the following programs, all of which are aimed at attracting, hiring, and retaining highly specialized and skilled workforce and promoting employee attendance.

4. **Attendance Award.** An annual attendance award for every District employee shall be given to ensure minimum staffing levels are maintained and the continuity of wastewater operations are not impacted. The attendance award will be available to every employee as an annual lump sum ~~to be~~ **PAYMENT AND CALCULATED** annually **FROM AUGUST 20 TO AUGUST 19.** ~~on anniversary of contract ratification.~~

Calculation is as follows:

- i. At least 1830 regular hours worked per year from contract ratification date will be calculated at 1% of the employee's base salary.
- ii. At least 1768 but less than 1830 regular hours worked per year from contract ratification date will be calculated at 0.50% of the employee's base salary.
- iii. Circumstances that will disqualify employees from participating in this pilot program include but are not limited to the following:
 - (i) Has received formal discipline during the annual evaluation period; or
 - (ii) Has Leave Without Pay (LWOP) for more than 6 months.

- iv. For the purposes of this award, “regular hours worked” shall be defined as any actual hours worked, paid as straight time, and shall not include **LEAVE**, overtime and/or standby hours.
- 2. **Attendance Incentive.** To ensure minimum staffing levels are maintained and the continuity of wastewater operations are not impacted, and employees qualify for the above Attendance Award, the District will provide employees the option to:
 - a) Holiday Worked: employees who work on a recognized holiday in accordance with Article 22, may choose to bank their holiday or be paid for the time earned.
 - b) On the day following the last full pay period in April, all unused holiday accruals for the preceding year may, upon request, be paid out in the next pay period.
 - c) Birthday Holiday is excluded from this incentive.
- 3. **Retention Incentive.** To improve retention of the District's trained and skilled employees:
 - a) All employees hired by the District on or after August 25, 2015, will be eligible for a retention bonus.
 - i. \$3,000 after three (3) accumulated service years with the District; and
 - ii. \$3,000 after seven (7) accumulated service years with the District
 - b) Payment will be made in a lump sum amount during the first pay period following the employee’s District current hire date.
 - c) Employees receiving longevity are ineligible.
 - d) Non-creditable Service for Retention Bonus Computation:
 - i. Any period that an employee is on any leave of absence without pay over a period of twenty-one (21) consecutive calendar days in a calendar year.
 - ii. Period(s) of service in the active military service of the United States Armed Forces in which the employee enlisted voluntarily for active service other than period of war time or national emergency.
 - iii. Suspension periods as a result of disciplinary action.
- 4. **Equity Adjustments.** To improve the retention of the District's trained and skilled employees, the General Manager may approve an equity salary adjustment at times other than the official salary review date.

5. Recovery Time.

- a) An employee required to work overtime within the eight (8) hour period immediately prior to their next regular scheduled shift, shall be entitled to paid time off equal to the number of hours worked as a recovery period (at the regular straight time hourly rate) for the next shift.
 - i. This does not apply if the overtime commences within three (3) hours or less immediately prior to the employee's regular shift.
 - ii. If recovery time is not provided, time worked beyond the regular shift will be paid overtime.
 - iii. An employee who intends to take recovery time must receive authorization from their supervisor prior to the beginning of their regularly scheduled shift.
 - iv. With supervisory approval, employees may use vacation, banked holiday hours or compensatory time in addition to earned recovery time to cover their normal shift hours.
- b. An employee who works overtime before the start of their regularly scheduled shift may request to be released early after working the minimum of their regularly scheduled shift hours (i.e. 8, 9, or 10), with no overtime obligation.
 - i. An employee who intends to modify their shift must receive authorization from their supervisor prior to the beginning of their regularly scheduled shift.
 - ii. An employee who chooses to work the remainder of their regularly scheduled shift, or be required to for operational purposes, would be entitled to overtime per the CBA.
 - iii. An employee who chooses to modify their shift will not be eligible for standby for the remaining rotation of that assignment and loses their rotation on the overtime list.