



P.O. Box 976, Zephyr Cove, NV 89448

A. Gregory Reed,  
District Manager

May 3, 2016

Jerry Frederick  
International Union of Operating Engineers  
Stationary Local 39  
1150 Greg Street  
Sparks, NV 89431

Re: 2016 Collective Bargaining Tentative Agreement

Dear Jerry:

Round Hill General Improvement District proposes the following adjustments to the current Collective Bargaining Agreement between the District and our covered employees.

1. The duration of the contract shall be three years, from July 1, 2016 through June 30, 2019.
2. Eliminate the last paragraph of Article 12 – Vacations. At this time, RHGID will not entertain the creation of Personal Time Off in lieu of the vacation time and sick time Articles currently in place.
3. Article 18 – Health and Welfare shall be re-written as follows:
  - A. For the term of this Agreement, the District will contribute 100% of the premiums required to maintain Health and Welfare benefits in effect for all employees and their eligible dependents. Health and Welfare benefits include Health, Life, Dental and Vision insurances. The health insurance plan shall be the Aetna Silver PPO 2600 1000/70 HSA or approved equal if that plan is no longer available.

For the term of this agreement, the District will contribute 100% of the applicable deductible to each employee – owned Health Savings Account (HSA), up to the annual maximum allowed by the IRS. The District will make contributions to the employees' HSA twice per year, accompanying the first paycheck distribution in July and the first paycheck distribution in January of each year.

If the cost of the deductible of the plan offered by the District exceeds the allowable IRS H.S.A. contribution, the District will compensate employees to make up the difference, payable at the time that the higher deductible goes into effect.

Phone: (775)588-2571

Fax: (775) 588-5030

[www.rhgid.org](http://www.rhgid.org)

4. Salaries shall be adjusted as follows:

July 1, 2016: 2 %

July 1, 2017: 1 ½%  
or the amount of inflation recorded by the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers – (CPI – U), U.S. City Average, All Items, 1982 – 84 = 100, for the period of January through December of 2016, whichever is greater.


July 1, 2018: 1 ½%  
or the amount of inflation recorded by the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers – (CPI – U), U.S. City Average, All Items, 1982 – 84 = 100, for the period of January through December of 2017, whichever is greater.

All other provisions of the current contract shall remain in effect unless altered by this tentative agreement. Please do not hesitate to call if you have any questions. I look forward to working with you to create a new contract for our employees.

Sincerely,



ROUND HILL GENERAL IMPROVEMENT DISTRICT  
A. Gregory Reed  
District Manager

T/A  
  
5-3-16

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**ROUND HILL GENERAL IMPROVEMENT  
DISTRICT**

**and**

**THE INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
STATIONARY LOCAL 39, AFL-CIO**

**July 1, 2015 to June 30, 2016**  
**July 1, 2016 to June 30, 2019**

Any employee not on standby who is called in to work shall be compensated a minimum of two (2) hours pay at the overtime rate unless the callback merges with the employee's regular shift.

Any employee called in to work shall only be compensated for the actual hours worked at the overtime rate if the work assignment exceeds the two (2) hour minimum.

As far as practical, all pay earned shall be added to the payroll for the period during which the work was performed.

"Standby" means the ability of the employee to respond to the worksite within thirty (30) minutes after notification.

**ARTICLE 9 - SALARIES**

**A. Salaries**

Effective July 1, 2012, the following classifications shall be paid at the following base rates of pay for all straight time work performed. (The following rates reflect a 42% increase in 2016, and a 1 ½% increase in 2017 and 2018).

Actual adjustments in 2017 will be 1 ½% or the amount of inflation recorded by the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers – (CPI – U), U.S. City Average, All Items, 1982 – 84 = 100, for the period of January through December of 2016, whichever is greater.

Actual adjustments in 2018 will be 1 ½% or the amount of inflation recorded by the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers – (CPI – U), U.S. City Average, All Items, 1982 – 84 = 100, for the period of January through December of 2017, whichever is greater.

	Effective 7/1/12	Effective 7/1/2013-2017	Effective 7-1- 2014-2018	Effective 7-1-2015	
Chief Operator	\$29.3731.95	\$29.3732.43	\$ 30.1232.92	\$31.32	
Operator II	\$27.1729.62	\$27.1730.07	\$ 27.9230.52	\$29.04	
Operator I	\$23.2725.48	\$23.2725.86	\$ 24.0226.25	\$24.98	
Operator in Training	\$20.9423.01	\$20.9423.36	\$ 21.6923.71	\$ 22.56	
Maintenance Mechanic	\$18.9520.90	\$18.9521.21	\$ 19.7021.53	\$20.40	
Administrative Assistant	\$24.2826.55	\$24.2826.95	\$25.0327.35	26.03	

Regular full-time employees who have completed their initial probationary period who leave the employment of the District for any reason shall be compensated for earned vacation benefits accrued at the time of such departure from the District's employment. Probationary employees will only be compensated for hours worked.

An employee's vacation accrual shall be the maximum vacation he/she can earn in a two (2) year period. ~~The District agrees to allow employees to convert to Personal Time Off (PTO), should a majority of the employees vote to do so, for the following successor Collective Bargaining Agreement for a one year trial basis. The one year trial basis shall automatically expire on June 30, 2017 at 11:59 p.m., unless mutually extended in writing by both parties. In the event PTO is not extended, vacations and sick leave shall automatically revert to the language contained in Articles 12 and 14 of the 2015 / 2016 Collective Bargaining Agreement.~~

**ARTICLE 13 - LEAVES OF ABSENCE**

Leave of absence without pay may only be granted if recommended by the supervisor and subsequently approved by the General Manager. If the leave of absence is not approved by the General Manager, there shall be no appeal.

**ARTICLE 14 - SICK LEAVE**

A. All employees shall be entitled to accrue sick leave at the start of the first pay period occurring after thirty (30) days of employment without limitation at the following rates:

<b>Regularly Scheduled Hours Per Week</b>	<b>Sick Leave Earning Rate</b>
<b>40 hours</b>	<b>1.25 days per month</b>

B. Sick leave credits shall accrue for each pay period the employee is in full pay status for a minimum of one-half (.5) of his/her regularly scheduled semi-monthly hours. On the first pay period of each calendar year, the District will buy back at fifty percent (50%) of the employee's straight time hourly rate of pay all accrued sick leave in excess of sixty (60) days, four hundred and eighty (480) hours.

C. Sick leave shall be an absence from work by reason of illness, injury or death. Sick leave may be granted only as a result of; illness or injury of the employee, or illness, injury or death of any relative within the third degree of consanguinity or affinity (consanguinity is defined as kinship to include blood relationship, whereas affinity is the connection existing in consequence of marriage), i.e., spouse, parent, child, grandparent, brother, or sister, or grandchild, adopted child and step-child that reside with the employee.

In the event of a death in the immediate family as defined above, an employee shall be granted consecutive days off with pay to attend the funeral or services. If attending services in town, up to three (3) days may be taken as Bereavement Leave and shall not be deducted from the employee's sick leave. If attending services out-of-town beyond one hundred (100) miles, up to five (5) days may be taken with the understanding that the additional two (2) days will be charged to sick leave.

D. Sick leave shall be charged on an hourly basis for each full hour or major portion of an hour of sick leave taken. Holidays occurring during sick leave periods shall not be counted as sick leave. Sick leave taken during a weekly pay period shall be charged after sick leave earned during that pay period is credited.

**RHGID Health and Welfare Contributions - Local 39 Health and Welfare Fund**

A. For the term of this Agreement, the District will contribute 100% of the premiums required to maintain Health and Welfare benefits in effect for all employees and their eligible dependents. Health and Welfare benefits include Health, Life, Dental and Vision insurances. The health insurance plan shall be the Aetna Silver PPO 2600 1000/70 HSA or approved equal if that plan is no longer available.

For the term of this agreement, the District will contribute 100% of the applicable deductible to each employee – owned Health Savings Account (HSA), up to the annual maximum allowed by the IRS. The District will make contributions to the employees' HSA twice per year, accompanying the first paycheck distribution in July and the first paycheck distribution in January of each year.

If the cost of the deductible of the plan offered by the District exceeds the allowable IRS H.S.A. contribution, the District will compensate employees to make up the difference, payable at the time that the higher deductible goes into effect.

~~The Employer agrees to contribute into the Stationary Engineers Local 39 Health and Welfare Trust Fund, at its respective office in San Francisco, California, or such other designated place of payment as the Trustees of said Trust Fund may determine, the below listed amounts, per month, for each eligible employee as defined by this Agreement, for the purpose of providing such employee and his/her dependents with group life insurance, hospitalization, prescription drug, medical, vision, and dental benefits as are now in effect, or as may hereafter be specified by the Trustees of said Trust Fund. The Employer further agrees to accept, assume and be bound by all of the obligations imposed upon Individual Employers by that certain Trust Agreement referred to for convenience as the "Stationary Engineers Local 39 Health and Welfare Trust Agreement" as said Trust Agreement may now exist or may hereafter be amended (a copy of which has been delivered to the Employer and receipt of which is expressly acknowledged) and further agrees to be bound by any amendments, modifications, changes or mergers with respect to said Trust Agreement made by the parties thereto. Effective July 1, 2015, the monthly contribution shall be the amount of One Thousand Eight Hundred and Eighty One Dollars (\$1,881.00), plus \$25.00 for life insurance.~~

~~The above contributions shall be made on or before the tenth (10th) day of each month, for each employee employed for a period of not less than eighty (80) hours during the preceding calendar month.~~

~~The undersigned further agrees that he or it does irrevocably designate and appoint the Employers mentioned in said Health and Welfare Trust as his or its attorneys in fact for the selection, removal and substitution of trustees, as provided for in said Trust Agreements and as may be hereinafter provided by or pursuant to said Trust Agreements.~~

~~In the event that the Trustees of the Stationary Engineers Local 39 Health & Welfare Trust determine that the current contribution amount or the amount referred to in this Agreement is insufficient to provide the benefits then in effect, the Employer herein agrees to pay such further amount as may be necessary in the decision of the Trustees to maintain the then current level of benefits for the life of the Agreement as determined by the Board of Trustees.~~

~~In the event the individual Employer herein fails to pay the amounts of Trust Fund contributions due and owing for the period in which they are due and owing, the individual Employer shall pay, in addition to~~

~~the amounts due as contributions, such additional liquidated damages and/or attorney's fees as are set forth in the Trust Agreement to which the individual Employer is bound.~~

In the event of accident, illness, or layoff of any employee with ninety (90) days or more of employment, the Employer will continue the monthly payments for the employee and his dependents for a period not to exceed three (3) months.

#### **ARTICLE 19 - RETIREMENT PLAN**

The District will continue to make those contributions to the State of Nevada, Public Employee Retirement System as may be required by Nevada Revised Statutes.

The District shall provide health care coverage so as to comply with its policy. In that regard, all employees and dependents medical coverage shall be paid by the District.

#### **ARTICLE 20 - PROTECTIVE GEAR AND EQUIPMENT**

When it is determined by the District that specific protective devices, wearing apparel, and other equipment necessary to protect an employee from injury or exposure is reasonable and prudent, the District shall furnish such devices, apparel and/or equipment, which may include, but shall not be limited to, coveralls, safety boots, safety glasses and rain gear. District agrees to provide one pair of insulated bib overalls.

In lieu of furnishing the specified items of safety boots and safety glasses, the District may elect to reimburse covered employees up to Two Hundred Dollars (\$200.00) per purchase for safety boots and to provide non-safety glasses as governed by the replacement provisions below. In order to be eligible for reimbursement as provided in this paragraph, the employee must submit proof of purchase with his/her claim.

When replacement of any item provided pursuant to this Section is required due to normal wear, such replacement shall be at the District's expense. When replacement of any item is required as a result of an employee's negligence or misconduct, such replacement shall be at the employee's expense.

#### **ARTICLE 21 - CAREER DEVELOPMENT**

An employee will be reimbursed for educational training courses pursuant to the following conditions:

To assist employees of the District in improving and expanding their knowledge and skills, the District will initially pay seventy five (75) percent of the incurred costs of books and tuition for any District approved course taken by an employee from a college, vocational school, or correspondence school. Employees within their initial evaluation period will have the initial payment deferred until successful completion of their initial evaluation period.

All courses subsidized by the District must be approved in advance by the District. An employee wishing to have a course subsidized by the District must submit a request in writing for approval, listing the name and the cost of the course. Payment before management approval is made at the employee's risk of assuming full cost if the course is not approved.

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**B. Recall**

The District shall maintain a list of all employees affected by layoffs. An employee who has been placed in layoff status shall be given priority based on seniority and ability to perform the job when a vacancy occurs. If the employee refuses an offer of re-employment, the employee shall be removed from the list.

**ARTICLE 23 - SAVINGS CLAUSE**

In the event that any provision of this Contract is or shall be rendered invalid by applicable legislation or be declared invalid by any court or regulatory agency of competent jurisdiction, such action shall only invalidate that provision of the Contract.

It is the express intention of the District and the Union that all other provisions not rendered invalid shall remain in full force and effect, and that the parties shall enter into negotiations to bring the invalid section or sections into compliance.

**ARTICLE 24 - SUCCESSORS, ASSIGNS AND HEIRS**

This Agreement shall be binding upon the successors, assigns and heirs of the parties hereto. The District will notify any prospective buyer, in writing, prior to the conclusion of a sale of the existence of this collective bargaining agreement and will furnish the Union with a copy of this notification.

The signatory District shall make all payments which are due or shall be due as of the date of transfer of the business for wages and for fringe benefit contributions required to be paid under the terms of this Agreement to established trust funds, where applicable. In addition, the District shall be responsible for vacation pay accrued to the date of transfer for each employee covered by this Agreement.

**ARTICLE 25 - SCOPE, EFFECTIVE DATE AND DURATION**

**A. Scope**

This contract sets forth the full and entire understanding of the parties regarding rates of pay, hours of work, and other conditions of employment.

**B. Effective Date and Duration**

This Contract shall be in full force and effect July 1, ~~2015-2016~~ and shall continue in force until June 30, ~~2016~~2019.

This contract shall be automatically renewed from year to year thereafter, unless amended by mutual agreement of both parties or reopened for negotiations pursuant to NRS 288.

**C. In Witness Whereof:**

The District and the Union have caused these presents to be duly executed by their authorized representatives this ~~24<sup>st</sup>~~ ~~25<sup>th</sup>~~ day of ~~July~~ ~~May~~, ~~2015~~2016.

Formatted: Superscript

\_\_\_\_\_  
Jerry Kalmar, Business Manager  
I.U.O.E. Local 39, AFL-CIO

\_\_\_\_\_  
Glen Smith, Chairman  
Board of Trustees