

*Approved  
July 21, 2015*

**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**

## **MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING** is made and entered into by and between the **ROUND HILL GENERAL IMPROVEMENT DISTRICT**, hereinafter referred to as the "District" and the **INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY LOCAL 39, AFL-CIO**, hereinafter referred to as the "Union", and has as its purpose the promotion of harmonious labor relations between the District and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rate of pay, hours of work and other conditions of employment.

### **ARTICLE 1 - RECOGNITION**

The District recognizes the Union as the exclusive negotiating agent for all employees. The term employee or employees as used herein shall refer only to employees employed by the District who are within the recognized bargaining unit.

Nothing in this Article shall preclude employees from exercising their individual rights under State and Federal law.

### **ARTICLE 2 - EMPLOYEE RIGHTS**

Any employee, whether or not a member of the Union, but covered by the provisions of this Agreement, has the right to the full benefits and protection of this Agreement as is generally provided or set forth in this contract; except that, any employee dismissed from employment with the District while serving an initial probationary period shall not have the right to appeal such dismissal.

Any employee in a classification covered by this Agreement has the right to join or not join the Union without intimidation, coercion or fear of reprisal by any party to this Agreement.

The District and the Union recognize that employee personnel files should be maintained on a confidential basis. The General Manager or his/her designee shall supervise all access to personnel files. Only duplicate copies of personnel files may be removed from the Personnel Office for review. The employee or their authorized representative, the employee's direct line of supervision and terminated employees or their authorized representatives, shall be permitted access to said copies of their personnel files during working hours.

All items added to an employee's personnel file during the life of this Agreement shall be accompanied by an employee acknowledgment of such entry. Supervisors will review all items intended for placement into the employee file and present the employee a copy of the item and a form indicating that the employee has knowledge of the entry of such documents. The form should contain room for any employee comments and signature. The supervisor will forward said materials to the Personnel Office for filing in the employee personnel file.

**ARTICLE 3 - MANAGEMENT RIGHTS**

All rights, functions and responsibilities of the District not specifically modified by this Agreement shall remain the vested right of the District. Those rights include, but are not limited to, the right to hire, direct, assign or transfer an employee but excluding any right to assign, transfer or direct an employee as a form of discipline. The District also has the right to reduce the workforce or lay off an employee or employees because of the lack of work or lack of funds. In exercising these rights, the District will comply with all applicable provisions of State and Federal laws.

The District reserves the right to determine the appropriate staffing levels, the content of the workday, the quality and quantity of services to be offered to the public, the means and methods of offering those services, the safety of the public and the efficiency of its operations.

Notwithstanding the provisions of this Agreement, the District has the right to take whatever actions that may be necessary to carry out its rights and responsibilities in situations of emergency, such as riot, military action, natural disaster or civil disorder. Nothing herein contained shall affect the rights which the District may have under the law.

The District has drafted a Drug/Alcohol Policy, which has been negotiated with the Union and subsequently adopted by the District. The parties each acknowledge that policy.

**ARTICLE 4 - UNION RIGHTS**

The District agrees to deduct from the semi-monthly wages of each Union member and remit to the Union the authorized deduction for Union dues, assessments and per capita payments. Such authorized deductions must be individually and voluntarily executed in writing by the employee in a format agreed upon by the District and the Union (see Appendix "A"). Such authorized deductions may be executed at any time during the life of this Agreement to become effective on the first full pay period following a five (5) day receipt of said document by the District's Personnel Office.

The total amount to be deducted for Union dues, assessments and per capita will be that amount as designated periodically by the Union. Said deduction will be withheld in equal installments on each of the two pay periods of the month.

Such authorized deductions shall remain in full force and effect during the life of the Agreement between the District and the Union unless canceled in a certified letter signed by the employee. Such cancellation may only be made during a fifteen (15) day period ending on June 30 of any year.

The employee's earnings must be regularly sufficient after required deductions are made, to cover the amount of said deductions. When the employee's wages are not sufficient to cover the full employee withholding, no Union deductions will be made.

The District agrees not to honor any check-off authorizations or dues deduction authorizations executed by any employee covered by this Agreement in favor of any other labor organization or organization representing employees for the purpose of negotiations for wages, hours of work, working conditions, and/or other fringe benefits for its members as long as Local 39 is certified as the bargaining agent for said employees.

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 provisions upon presentation of proper evidence of error or mistake.

#### **ARTICLE 5 - STRIKES AND LOCKOUTS**

The District agrees that it will not, during the life of this Agreement, lockout its employees.

The Union agrees that during the life of this Agreement, neither it, nor its officers, employees nor members will engage in, encourage, sanction or support a strike, work stoppage, boycott, slowdown, mass resignation, mass absenteeism, picketing or any other actions which would involve suspension of, or interference with, the normal work of the District.

#### **ARTICLE 6 - DISCIPLINE AND DISCHARGE**

**A.** The purpose of this Article is to provide for an equitable and expeditious manner for the resolution of disputes arising from the imposition of discipline.

**B.** Any employee involved in a discussion with his/her supervisor or management, who has reason to believe that discipline may result from said discussion, shall have the right to request his/her Steward or Union Representative be present during the discussion. If the employee wishes to have Union representation during such discussions, it shall be his/her responsibility to make such wishes known and the District shall make arrangements for the desired representation.

The District agrees that no employee will be disciplined or discharged without just cause. The District and the Union agree that employee evaluations should not be used in lieu of disciplinary measures.

**C.** Verbal and written reprimands shall only be subject to review through the General Manager or his/her designee and not subject to arbitration. Upon completion of the review, the General Manager may withdraw, modify or affirm a verbal or written reprimand. Within thirty (30) calendar days of the final disposition by the General Manager or his/her designee, the affected employee may submit a written statement responding to the reprimand and such statement shall be included in the employee's official personnel file(s). Such written responses shall remain in the official personnel file(s) for as long as the reprimand remains in the file.

D. Any regular employee being suspended without pay, or discharged, shall not be removed from the payroll until after the completion of a pre-termination hearing before the General Manager. The purpose of a pre-termination hearing is for the employee to respond to the specific charges and present evidence on his/her behalf. The employee will have the right to be represented at this hearing by a Union Representative.

E. A regular employee who has been suspended without pay, discharged or suffers other monetary discipline shall have the right to appeal such discipline through the Grievance and Arbitration Procedure of this Agreement.

## **ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE**

### **A. Purpose**

This Grievance and Arbitration Procedure shall be used to process and resolve grievances arising under this Agreement. The purpose of this procedure is to resolve grievances informally at the lowest possible level and to provide an orderly procedure for reviewing and resolving grievances promptly.

### **B. Definitions**

A "grievance" is a dispute by one or a group of employees, or a dispute between the Union and the District involving the interpretation, application or enforcement of the express terms of this Agreement.

As used in this procedure, the term "party" means an employee, the Union or the District.

### **C. Time Limits**

Each party involved in the grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of all parties the time limitation for any step may be extended. If the grievant fails to respond within the specified or extended time limits, the grievance will be dismissed.

### **D. Representation**

A grievant and his/her Steward, at the request of the grievant, may attend any grievance proceedings while on duty without loss of pay. The grievant may be represented at any step of this grievance procedure by the Union Representative.

### **E. Response**

If the District fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next higher step. At each step of the formal

grievance procedure, a copy of the decision shall be sent to the grievant and Union Representative.

#### **F. Informal Discussion - Step 1**

The grievance shall initially be discussed with the grievant's "immediate supervisor". Within five (5) workdays, the immediate supervisor shall give his/her decision or response. If the immediate supervisor fails to respond to the informal grievance within five (5) workdays, the grievant shall have the right to initiate a formal grievance no later than ten (10) workdays after the event of circumstances occasioning the grievance.

#### **G. Formal Grievance - Step 2**

If the Union or grievant is not satisfied with the decision rendered pursuant to Step 1, he/she or the Union Representative may appeal the decision in writing, within five (5) workdays to the General Manager. Within five (5) workdays of receipt of said appeal, the General Manager will examine the relevant evidence and schedule a meeting with the aggrieved employee and Union Representative for the purpose of resolving the grievance.

The General Manager shall, within five (5) workdays of the meeting, render his/her decision and reasons therefore in writing to the aggrieved employee and the Union.

#### **H. Formal Grievance - Step 3**

If the Union or grievant is not satisfied with the decision rendered pursuant to Step 2, he/she or the Union Representative may appeal the decision in writing, accompanied by all pertinent documents, within ten (10) workdays to the Board of Trustees of the District. Within ten (10) workdays, the Board of Trustees of the District will examine the relevant evidence and schedule a meeting with the aggrieved employee and the Union Representative for the purpose of resolving the grievance. The Board of Trustees of the District shall, within five (5) workdays of the meeting, render its decision and reasons therefore in writing to the aggrieved employee and the Union.

#### **I. Arbitration - Step 4**

If the Board of Trustees of the District fails to respond in writing as provided in Step 3, or if the response is not satisfactory to the grievant, only the Union shall have the right to refer the matter to binding arbitration. Such referral shall be made by written demand submitted to the General Manager within ten (10) workdays of receipt of the decision of the Board of Trustees, or of the Board's failure to make a timely response.

#### **J. Selection of Arbitrator**

Within five (5) workdays after written notice of submission to arbitration, the General Manager and the Union may agree upon a mutually acceptable arbitrator who is experienced, impartial, disinterested and of recognized competence. If the parties are unable to agree upon an arbitrator,

a request for a list of arbitrators shall be made to the American Arbitration Association by either party and the parties shall be bound by the rules and procedures of the American Arbitration Association.

Costs and expenses of arbitration shall be borne equally by the parties; however, each party will pay their own expenses in preparation for any arbitration hearing. Any hearing(s) held by the arbitrator shall be in closed sessions and no news releases shall be made concerning progress of any hearing(s).

#### **K. Expedited Arbitration**

The District and the Union will use expedited arbitration when agreed to by both parties.

Expedited arbitration shall include an agreed upon statement of facts and any stipulations between the parties submitted to the arbitrator at least ten (10) workdays prior to the hearing, and a requirement that the arbitrator selected render a decision within fourteen (14) workdays of the conclusion of the hearing.

Either party to an expedited arbitration hearing shall have the right to have the hearing reported. Both parties shall be entitled to copies of the transcripts, the cost of which will be shared equally. In addition, the parties may agree to wave the use of post hearing briefs.

#### **L. Decision**

The decision of the arbitrator shall be final and binding.

The arbitrator shall have no authority to add to, delete, or alter any provisions of this Agreement, but shall limit his/her decision to the application and interpretation of its provisions.

#### **M. Witnesses**

Prior to the arbitration hearing, the Union shall furnish the District with a list of witnesses it desires to call who would be otherwise working. The parties will be reasonable in the scheduling of time off to accommodate both the operations of the District and the grievant's fair hearing. The District will assume no overtime liability as a result of a grievant's or witness's testimony.

#### **N. District - Initiated Grievance**

In the event that the District initiates a grievance against the Union, it will be forwarded in writing by the General Manager to the Union. Within five (5) workdays, the District and Union will schedule a meeting in an attempt to resolve the grievance. Should the parties not be able to resolve the grievance at this meeting, the Union will have ten (10) workdays to respond in writing. Should no satisfactory agreement be reached, the District may request arbitration pursuant to this Article commencing with Section K, above.

## **ARTICLE 8 - HOURS OF WORK AND OVERTIME**

### **A. Hours of Work**

Employees of the District will normally work eight (8) hours per day, five (5) days, forty (40) hours per week, fifty-two (52) weeks per year, including authorized absences with pay.

A workday is defined as one twenty-four (24) hour period commencing at the employee's reporting time and ending at the completion of their shift, inclusive of two (2) rest periods; but, exclusive of meal periods. Such rest periods shall not be scheduled within one (1) hour of the employee's starting time, quitting time, or meal breaks, unless otherwise agreed to by the District and the Union. Effective July 1, 2007 all employees normally shall be allowed a lunch period of one half (1/2) hour, which shall be normally scheduled from 12:00 p.m. to 12:30 p.m. Normal work hours shall be from 7:30 a.m. to 4:00 p.m.

Employees working a five (5) day, forty (40) hour week shall receive two (2) consecutive days off in the workweek, unless otherwise approved by the employee and the District or due to a regular work scheduled change. For the purpose of this Section, the employee's workweek shall commence with his first regularly scheduled workday.

When an employee is required by the District to attend training, the time spent in training (classroom training and/or compulsory homework assignments) shall be counted as hours worked. Training which takes place during off-duty hours with attendance voluntary is not considered hours worked.

Employees shall be given at least five (5) work days written notice prior to a permanent change in their assigned hours of work, unless mutually agreed to by the District and the Union. The District reserves the right to make temporary changes to assigned work hours due to emergencies to meet District needs. Temporary shall mean not more than five (5) working days. Snow removal may be considered an emergency. Notwithstanding paragraph 1 above, employees may work a modified workweek, subject to approval by the District and the Union.

Nothing contained herein shall be construed as limiting or preventing the District from establishing other work shifts when mutually agreed to by the District and the Union.

### **B. Overtime and Compensatory Time**

The General Manager or his/her designee may require an employee to work overtime.

Employees will be compensated only for overtime ordered by designated supervisory and/or management personnel.

Employees required to work in excess of eight (8) hours in a twenty-four (24) hour period or forty (40) hours per week shall be compensated for such overtime with pay at one and one-half times (1.5x) the employee's regular hourly rate for each quarter (.25) hour or major portion thereof, or, at the request of the employee and with approval of the department supervisor, by



compensatory time off on the basis of one and one-half (1.5) hours off for each hour of overtime worked for each quarter (.25) hour or major portion thereof.

Employees required to work in excess of twelve (12) hours in a twenty-four (24) hour period shall be compensated for such overtime with pay at two and one half times (2.5x) the employee's regular hourly rate for each quarter (.25) hour or major portion thereof or, at the request of the employee and with approval of the department supervisor, by compensatory time off on the basis of two (2) hours off for each hour of overtime worked for each quarter (.25) hour or major portion thereof.

No employee may accrue more than one hundred (100) hours compensatory time off in any fiscal year.

If the District is unable to schedule and grant time off within six (6) months from the date the overtime was performed, cash payment shall be made in lieu of compensatory time. The District will not be unreasonable in the scheduling of compensatory time and will consider the employee's request and the operating demands.

Employees will receive a cash payment for all compensatory time earned, but unused at the time of termination.

Absence with pay shall be counted as time worked.

Employees who work overtime shall promptly and accurately report such time to their supervisor.

The District agrees to make a reasonable effort to distribute overtime equally among employees in the same work unit, insofar as circumstances permit.

If practical the District agrees to make a reasonable effort in assigning overtime work to employees on a voluntary basis.

All overtime work will be assigned at the beginning of the workday whenever reasonable and practical.

Employees required to work on a holiday shall receive, in addition to straight time pay for the holiday, overtime compensation pay at one and one-half times (1.5x) the employee's regular hourly rate for each quarter (.25) hour or major portion thereof.

### **C. Standby and Callback Assignments**

Effective July 1, 2007, any employee who is required to remain on standby for emergency work shall be paid Three Dollars and Sixty Five Cents (\$3.65) per hour for each hour assigned to standby. When a standby assignment falls on a holiday, the employee having the standby assignment shall be paid at the rate of Four Dollars and Fifteen Cents (\$4.15) per hour for all hours assigned. Any employee called in to work while on standby duty shall be compensated for such work performed at the overtime rate.

A minimum of two (2) hours overtime compensation per call shall be paid to an employee who is called in to work, in addition to the standby pay to which such employee is entitled pursuant to Paragraph 1 above, unless the callback merges with the employee's regular shift.

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 4% increase)

	Effective 7/1/12	Effective 7/1/2013	Effective 7-1- 2014	Effective 7-1-2015	
Chief Operator	\$29.37	\$29.37	\$ 30.12	\$31.32	
Operator II	\$27.17	\$27.17	\$ 27.92	\$29.04	
Operator I	\$23.27	\$23.27	\$ 24.02	\$24.98	
Operator in Training	\$20.94	\$20.94	\$ 21.69	\$ 22.56	
Maintenance Mechanic	\$18.95	\$18.95	\$ 19.70	\$20.49	
Administrative Assistant	\$24.28	\$24.28	\$25.03	26.03	

**B. Salary Payment**

All employees shall be paid on the 15th and last day of each month. Compensation will include wages up to and including the 10<sup>th</sup> and 25th of each month of the pay period being completed. Upon separation of employment, the employee shall be paid pursuant to all State and Federal Laws.

**C. Salary Administration - Probationary Period**

The General Manager or his/her designee shall be responsible for the administration of salaries in accordance with the provisions of this Article. Employees defined in Section A above shall have a six (6) month initial probationary period. The six (6) month probationary period may be changed by mutual consent of the District and the Union.

**D. Salary Rate Upon Initial Appointment**

Upon initial appointment, the entry rate will be the minimum rate of the range for the class of the position involved. In exceptional cases where an applicant for a position may have qualifications distinctly above and beyond the minimum qualification requirements for the class, or in cases where recruiting efforts have failed to fill a position at the minimum rate, the General Manager or his/her designee may authorize entrance at a rate above the minimum rate. In cases of inability to recruit at the minimum, any current employees in positions of the same class whose rates are below the rate established as entrance rate shall have their pay adjusted to the rate at which the position was finally filled.

**E. Salary When Assigned In-Charge or Out of Class**

Employees designated in-charge or working out of classification shall be paid fifteen percent (15%) above his or her present rate of pay for all hours worked when so assigned. An employee will return to his or her former rate of pay when assignment terminates. Water Operators designated Operator in Charge shall be paid Twenty Five (25) percent above his or her present rate of pay for all hours worked when so assigned. An employee will return to his or her former rate of pay when assignment terminates. For the purposes of this subsection, Operator in Charge compensatory time off shall be considered time worked.

**ARTICLE 10 - ALLOWANCES AND REIMBURSEMENT**

**A. Uniform Allowance**

Any employee who is required, by virtue of the duty of employment, or by request of his/her supervisor, to wear a uniform designated by the District and which is not furnished by the District, shall be paid a uniform allowance in addition to other compensation. The uniform allowance for such employee in the District shall be at the rate of Three Hundred Dollars (\$300.00) per year, paid semi-annually with the final payroll during the month of December and the month of June each fiscal year. The uniform allowance shall cover the full cost of original

purchase, replacement and upkeep of said uniform during the time of employment with the District.

In lieu of the uniform allowance provided for in this Article, the District may elect to furnish either directly or through contract facilities the required uniform, replacement and upkeep services.

Upon termination from District employment, the supervisor, at this discretion, may require the employee to return to the District any uniform or parts thereof in his/her possession at the time of termination.

Coveralls will be provided to the operators, at the Districts expense on an as needed basis to be determined by the District Manager. These coveralls will be used when operators are working in hazardous and/or unsanitary conditions, and will be laundered by the District at the District Manager's discretion.

#### **B. Tools**

The District shall provide the necessary tools and equipment required for the routine performance of job duties.

#### **C. Mileage**

Any employee required to use personal vehicle for official business shall be reimbursed a mileage allowance equal to the highest per mile reimbursement rate authorized by I.R.S. Use of personal vehicle must be approved in advance by the employee's supervisor.

#### **D. Safety Award**

If an employee works one (1) year with no personal injury, accident or damage to equipment through employee negligence, the employee will receive one (1) day off work with pay or One Hundred Dollars (\$100.00) in cash, at the employee's discretion.

### **ARTICLE 11 - HOLIDAYS**

#### **A. Observance**

Every employee shall be entitled to a day off from work on the following holidays during each year:

- a. **New Year's Day (January 1)**
- b. **Martin Luther King's Day (Third Monday in January)**
- c. **President's Day (Third Monday in February)**
- d. **Memorial Day (Last Monday in May)**
- e. **Independence Day (July 4)**
- f. **Labor Day (First Monday in September)**
- g. **Nevada Day (Last Friday in October)**
- h. **Veteran's Day (November 11)**
- i. **Thanksgiving Day (Fourth Thursday in November)**
- j. **Family Day (Day after Thanksgiving)**
- k. **Christmas Day (December 25)**
- l. **Employees birthday - to be used as a floating holiday.**
- m. **And upon any other day that may be declared a holiday by the General Manager, the State Legislature, the President of the United States or District Board of Trustees.**

To be eligible for holiday pay, an employee must be on the active payroll of the District and must have worked his/her full regularly scheduled workday before and after the holiday, unless excused by the District.

For employees regularly scheduled a Monday-Friday workweek, whenever one of these holidays falls on a Saturday, the preceding Friday will be observed as the holiday. Should it fall on a Sunday, the following Monday will be the holiday.

### **B. Holiday Pay**

Should any employee be required by order of his/her supervisor to work on any of the above-named holidays, if eligible for holiday pay, in addition to this holiday pay he/she shall receive one and one-half times (1.5x) his/her regular hourly rate of pay for each hour or major fraction worked, up to a maximum number of hours equal to the number of hours he/she is regularly scheduled for a normal workday.

Pay for a holiday worked will be added to the payroll for the period within which the holiday falls.

### **C. Holiday Bonus Leave**

An employee may choose to receive holiday bonus leave in lieu of holiday pay for any holiday worked.

The holiday bonus leave will be accumulated at one and one-half times (1.5x) the number of hours worked for each hour or major fraction worked.

Holiday bonus leave must be used within six (6) months of the date earned.

**ARTICLE 12 - VACATIONS**

All employees shall commence to accrue annual leave at the start of the first pay period occurring after thirty (30) days of employment. The earned vacation for all regular full-time employees shall be based on years of service as a regular full-time employee with the District, and shall be as follows:

<b>Years of Continuous Service</b>	<b>Vacation Days Earned Monthly</b>
<b>Less than 3 years</b>	<b>.83</b>
<b>3 years, less than 10 years</b>	<b>1.25</b>
<b>10 years, up to 15 years</b>	<b>1.67</b>

**After 15 years of service, an additional day of vacation will be earned per year up to a maximum of 25 days at 20 years of service.**

Vacation credits shall accrue for each pay period the employee is in full pay status a major portion of his/her regularly scheduled monthly hours.

Vacation shall be charged on the basis of one (1) hour for each full hour or major portion of an hour of vacation taken.

Vacation taken during a monthly period shall be charged after vacation earned during that pay period is credited.

Holidays, as enumerated in this Agreement, occurring within the vacation period will not be counted as vacation days.

Sick leave will not be granted in lieu of vacation time.

When vacations may be taken shall be determined in advance by the Department Head after considering the needs of the District and the wishes and seniority of the employee.

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.

If an employee does not have adequate accrued sick leave time, the supervisor may grant the use of accrued vacation time in lieu thereof.

Whenever possible, an employee shall notify the District in writing of their intention of being absent due to illness, injury or other authorized reason.

The General Manager may require the employee to provide a written doctor's statement before sick leave may be granted when the employee is required to be off work for three (3) or more days, or in the event the employer feels there is cause to believe the employee is abusing his leave. The District may only request a doctor's verification for future use of sick leave, but not for already used leave.

Additional documentation may be required of the employee, depending on the seriousness of the disability at the District's expense. Such documentation shall be HIPAA compliant.

Upon termination of employment, an employee who has completed five (5) years of service to the District shall be compensated for accrued sick leave at the rate of fifty percent (50%) of the employee's straight time hourly rate of pay.

The District shall allow employees to voluntarily donate up to sixty hours of accrued leave per fiscal year, to any other employee of the District who has medical certification that they are unable to work due to an injury or who suffers from a serious illness that requires prolonged and continuing medical treatment. To be eligible for leave donations, the employee must be permanent, non-probationary, and not have more than twenty four hours of accrued leave. For the purposes of this provision, leave is defined as vacation, sick, or compensatory time.

E. When an employee receives State Industrial Insurance System (SIIS) compensation for lost wages, the employee's accrued sick leave will be charged only for that percent of each day's pay which is not compensated by the State Industrial Insurance System (SIIS). The District will pay that portion of the employee's salary, which together with the State Industrial Insurance System (SIIS) payment equals total salary, until accrued sick leave is exhausted.

#### **ARTICLE 15 - SICK LEAVE MATERNITY**

An employee is entitled to use accrued sick leave for maternity regardless of the type of delivery or results of pregnancy if the provisions specified in the following paragraphs, inclusive, are fully complied with.

If, after exhausting her accumulated sick leave, an employee requires additional time off from work, accumulated vacation shall be granted. If additional time is required, leave without pay may be granted by the District if it is considered to be justifiable.

Sick leave for maternity may be taken for six (6) weeks or until released by the physician to return to work. The decision as to when such leave begins or ends shall be made by the employee with the approval of the supervisor, accompanied by the approval of the employee's personal physician or physician designated by the supervisor.



Pregnancy shall not jeopardize an employee's job or seniority except for time spent on leave without pay. She shall be responsible for reporting the pregnancy as soon as it is an established fact so that steps may be taken to protect the employee's health or modify her working conditions and in order that the necessary staffing adjustments may be planned.

The failure to report for assignment at the expiration of a maternity leave shall be considered as a resignation.

In every case, an employee shall submit a written report from her physician to the supervisor as to the anticipated dates of absence and a second report stating that she is physically able to return to work as of a given date.

This Article shall be automatically amended to conform to Federal guidelines to the extent such guidelines now or in the future exceed these benefits.

**ARTICLE 16 - JURY DUTY**

Any employee required by legal process to serve on any jury shall receive his/her regular salary for a period of twenty (20) working days as though he/she were actually on the job during this time, provided that he/she remits such jury fees to the District.

Any employee appearing on jury duty during scheduled days off shall retain any juror fees, but will not receive regular salary.

Any employee working other than a day shift appearing for jury service shall have the jury service time counted as time worked on that workday.

Employees receiving summons for jury service shall immediately notify their supervisor to make the necessary scheduling changes.

If the employee is not selected for jury service or is released early, he/she shall report back to his/her department to resume work for the remainder of the day shift.

**ARTICLE 17 - MILITARY LEAVE**

Any employee who is an active member of any National Guard or any reserve component of the United States Armed Forces shall be relieved from his/her duties, upon request, to serve under orders on training duty without loss of his/her regular compensation for a period not to exceed fifteen (15) working days in any one calendar year.

Any such absence shall not be deducted from the employee's accrued vacation.

**ARTICLE 18 - HEALTH AND WELFARE**

For the term of this Agreement the District will contribute one hundred percent (100%) of the premiums required to maintain Health and Welfare benefits in effect for employees and their

eligible dependents. It is specified during the term of this Agreement that the employee has the choice of health and welfare coverage through the Local 39 I.U.O.E. H&W plan or the State of Nevada plans.

The District shall provide, as part of the coverage provided above a dental plan at the same level of benefits as are provided at the time of the signing of this document.

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

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.

Upon successful completion of a course, the District will pay an additional twenty five (25) percent of the incurred costs. All education expenses shall reflect actual monies paid and non-recoverable from any other source.

When an employee terminates employment with the District, the employee is responsible for reimbursing the District fifty (50) percent of the educational subsidies received during the previous twenty four (24) months toward a major or extended program of education. The District will notify its employees of all job related training courses available and encourage its employees to participate in at least one such program per year.

Employees shall be eligible to receive the following incentive for the following special skills: One special skill shall be 3% of base pay; two special skills shall be 2% of base pay; and 1% of base pay for any additional skills.

- a. Commercial Driver's License, either Class A or B.
- b. Nevada Department of Health, Certification for Grade III Water Treatment.
- c. Nevada Department of Health, Certification for Grade III Water Distribution.
- d. Backflow Specialist Certification
- e. Nevada Department of Health, Certification for Grade IV Water Treatment
- f. Nevada Department of Health, Certification for Grade IV Water Distribution
- g. Backflow Tester Certification

While courses should normally be taken on the employee's own time, exception may be granted by his/her supervisor, in which case hours away from work must be deducted from earned vacation compensatory time or be recorded as an unpaid leave of absence.

## **ARTICLE 22 - LAYOFF AND RECALL**

### **A. Layoff**

Layoff of employee(s) covered by this contract shall be by seniority and qualifications. All regular part-time and probationary employees must be laid off before any regular full-time employee is laid off. The District will provide the Union with a list of employees to be laid off at least thirty (30) working days prior to the effective date of any layoff.

The District and the Union agree to meet to discuss alternatives to any layoff. Such alternatives include reduced workweek, leave of absence, voluntary layoff, and/or other issues, which may minimize mandatory layoffs.

### **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 and shall continue in force until June 30, 2016.

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 \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

\_\_\_\_\_  
**Glen Smith, Chairman**  
**Board of Trustees**  
**Round Hill G.I.D.**

\_\_\_\_\_  
**Tony DeMarco, President**  
**District Manager**

\_\_\_\_\_  
**I.U.O.E. Local 39, AFL-CIO**  
  
**Round Hill G.I.D.**

\_\_\_\_\_  
**Steve Crouch**  
**Director of Public Employees**  
**I.U.O.E. Local 39, AFL-CIO**

\_\_\_\_\_  
**Andrew Hickman**  
**Member / Negotiator**

\_\_\_\_\_  
**Jerry Frederick, Business Representative**  
**I.U.O.E. Local 39, AFL-CIO**

**APPENDIX A**

**ROUND HILL GENERAL IMPROVEMENT DISTRICT  
PAYROLL DEDUCTION AUTHORIZATION**

I, the undersigned, member of the International Union of Operating Engineers, Stationary Local No. 39, hereby request and voluntarily authorize the Employer to deduct from any wages or compensation due me, the regular monthly dues uniformly applicable to the member in accordance with the Constitution and By-Laws of the Union.

This authorization shall remain in effect and shall be irrevocable unless I revoke it by sending written notice to both the Employer and the International Union of Operating Engineers, Stationary Local No. 39, by certified mail during a period of fifteen (15) days immediately preceding the date of termination of the applicable contract between the Employer and the Union, or preceding the anniversary date, and each subsequent anniversary date, of the date on this form, whichever occurs sooner, and shall otherwise be automatically renewed as an irrevocable check-off from year to year unless revoked as herein above provided.

NAME (PRINT) \_\_\_\_\_ HOME PHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

SOCIAL SECURITY # \_\_\_\_\_ WORK PHONE \_\_\_\_\_

CLASSIFICATION \_\_\_\_\_ WORKSITE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE SIGNED \_\_\_\_\_



TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 1 - RECOGNITION.....	1
ARTICLE 2 - EMPLOYEE RIGHTS .....	1
ARTICLE 3 - MANAGEMENT RIGHTS .....	2
ARTICLE 4 - UNION RIGHTS .....	2
ARTICLE 5 - STRIKES AND LOCKOUTS .....	3
ARTICLE 6 - DISCIPLINE AND DISCHARGE.....	3
ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE.....	4
A. Purpose.....	4
B. Definitions.....	4
C. Time Limits.....	4
D. Representation.....	4
E. Response.....	4
F. Informal Discussion - Step 1 .....	5
G. Formal Grievance - Step 2 .....	5
H. Formal Grievance - Step 3 .....	5
I. Arbitration - Step 4.....	5
J. Selection of Arbitrator.....	5
K. Expedited Arbitration .....	6
L. Decision .....	6
M. Witnesses.....	6
N. District - Initiated Grievance .....	6
ARTICLE 8 - HOURS OF WORK AND OVERTIME .....	7
A. Hours of Work.....	7
B. Overtime and Compensatory Time.....	7
C. Standby and Callback Assignments .....	8
ARTICLE 9 - SALARIES .....	9
A. Salaries.....	9
B. Salary Payment .....	10
C. Salary Administration - Probationary Period.....	10
D. Salary Rate Upon Initial Appointment.....	10
E. Salary When Assigned In-Charge or Out of Class .....	10
ARTICLE 10 - ALLOWANCES AND REIMBURSEMENT .....	10
A. Uniform Allowance .....	10
B. Tools .....	11
C. Mileage .....	11
D. Safety Award .....	11
ARTICLE 11 - HOLIDAYS.....	11
A. Observance .....	11
B. Holiday Pay.....	12
C. Holiday Bonus Leave .....	12
ARTICLE 12 - VACATIONS .....	<u>13</u> <del>12</del>
ARTICLE 13 - LEAVES OF ABSENCE .....	<u>14</u> <del>13</del>

**ARTICLE 14 - SICK LEAVE ..... 14**

**ARTICLE 15 - SICK LEAVE MATERNITY..... 15**

**ARTICLE 16 - JURY DUTY ..... 16**

**ARTICLE 17 - MILITARY LEAVE ..... 16**

**ARTICLE 18 - HEALTH AND WELFARE ..... 16**

**RHGID Health and Welfare Contributions - Local 39 Health and Welfare Fund ..... 1716**

**ARTICLE 19 - RETIREMENT PLAN..... 1817**

**ARTICLE 20 - PROTECTIVE GEAR AND EQUIPMENT ..... 18**

**ARTICLE 21 - CAREER DEVELOPMENT..... 18**

**ARTICLE 22 - LAYOFF AND RECALL ..... 2019**

**A. Layoff ..... 2019**

**B. Recall..... 2019**

**ARTICLE 23 - SAVINGS CLAUSE ..... 2019**

**ARTICLE 24 - SUCCESSORS, ASSIGNS AND HEIRS..... 2120**

**ARTICLE 25 - SCOPE, EFFECTIVE DATE AND DURATION ..... 2221**

**A. Scope..... 2221**

**B. Effective Date and Duration ..... 2221**

**C. In Witness Whereof: ..... 2221**

**APPENDIX A..... 2322**