

# **AGREEMENT**

**between**

**TRUCKEE MEADOWS  
WATER AUTHORITY  
Reno, Nevada**

**and**

**LOCAL UNION 1245**

**of the**

**INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS**

**Affiliated with the  
American Federation of Labor  
and The Congress Of Industrial Organizations  
AFL-CIO**

**June 11, 2003 – June 10, 2006**

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**June 11, 2001**

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## AGREEMENT

THIS AGREEMENT, made and entered into this eleventh day of June, 2003, by and between TRUCKEE MEADOWS WATER AUTHORITY of Reno, Nevada, its successors or assigns, together with such other properties of a public utility character as may hereafter be acquired, hereinafter referred to as Company, and LOCAL UNION No. 1245 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (affiliated with the American Federation of Labor-Congress of Industrial Organizations), hereinafter referred to as Union. (Amended 6/11/01)

WITNESSETH that:

WHEREAS, the Truckee Meadows Water Authority (TMWA) was formed by a cooperative agreement between the City of Reno, the City of Sparks, and Washoe County, as a Joint Powers Authority consistent with Nevada State Law, to purchase the water assets of Sierra Pacific Power Company;

WHEREAS, the parties to this agreement recognize the existence of NRS Chapter 288 and NAC Chapter 288 and their legal implications. If any of the provisions of this agreement conflict with the NRS or the NAC, the provisions in the NRS or the NAC shall prevail;

WHEREAS, pursuant to NRS 288.160, IBEW Local 1245 has applied to TMWA for recognition by presenting a copy of its constitution, a copy of its bylaws, a roster of its officer and representatives, and a pledge in writing not to strike against TMWA under any circumstances, and has provided TMWA with a verified membership list showing that it represents a majority of the employees in this bargaining unit. TMWA officially recognized IBEW Local 1245 by approval of its Board of Directors on May 23, 2001;

WHEREAS, the parties hereto desire to facilitate the peaceful adjustment of differences that may from time to time arise between them, to promote harmony and efficiency to the end that Company, Union and the general public may benefit therefrom, and to establish wages, hours and working conditions for certain hereinafter designated employees of Company;

WHEREAS, the parties hereby recognize that their industry is quickly transitioning into a competitive environment, and that they will be faced with competitive threats, expanding customer requirements, and related implications that must be addressed during the transition. Both parties agree that the magnitude of the possible changes are currently unknown; however, the Union and Company both agree to meet these challenges jointly as committed partners with the end result being the Company and Union that the customers choose. (Added 1/1/98)

NOW THEREFORE, the parties hereto do agree as follows:

### TITLE 1 RECOGNITION

- 1.1 Company recognizes Union as the exclusive bargaining agent of the Company employees in the bargaining unit. Such employees shall not include confidential employees (as defined in NRS 288.170(6)). Heads of departments, administrative employees (as defined in NRS 288.025) and supervisory employees (as defined in NRS 288.075) shall not be members of the same bargaining unit as the employees under their direction. (NRS 288.170) (Amended 6/11/01)
- 1.2 Provisions of this Agreement shall be limited in their application to employees of Company as described in 1.1 of this Title. When the words "employee" and "employees" are used in this Agreement they shall be construed to refer only to employees described in said 1.1 unless otherwise noted.

- 1.3 Any employee, except for those employees listed in 1.1 above has the right to join or not join the Union without fear of intimidation, coercion, or reprisal by any party. Company shall deduct from their wages and pay over to the proper officers of Union, the membership dues of the members of the Union who individually and voluntarily authorize such deductions in writing. The form of check-off authorization shall be approved by Company and Union. (Amended 6/11/01)
- 1.4 It is the policy of the Company and the Union not to discriminate against any employee because of race, creed, sex, age, color, national origin, or mental or physical impairment. It is further agreed that wherever in this Agreement the masculine term is used, it shall be considered applicable to both sexes.
- 1.5 If the Company hires employees whose duties are not covered under this Agreement but whose duties are significantly the same duties covered under Attachment II, Exhibit "B" (1) of the Agreement between Sierra Pacific Power Company and Local Union 1245 of the IBEW which was effective January 1, 1998, then the Company shall notify the Union of this circumstance and, upon request by the Union:
- (a) Allow representatives of the Union reasonable access to the business of the Company for the purpose of informing such employees of their rights to form and join organizations of their own choosing for the purpose of representation with their employer with respect to wages, hours, and other terms and conditions of employment: and to explain the benefits of membership in and representation for such purposes by the Union. "Reasonable access" shall include the right to meet with employees on at least three (3) occasions at the business of the Company on non-work time (e.g., lunch hour) during normal business hours.
  - (b) The Company shall supply the Union with a list of such employees. Such list shall contain the names, home addresses and home phone numbers of such employees. The Union shall at all times maintain the confidentiality of any such list.
  - (c) The Company shall submit to a card check election to determine the desires of such employees to be represented for the purpose of collective bargaining by the Union. If a majority of such employees have signed cards authorizing the Union to act as their collective bargaining representative, and such authorization card majority is verified by the Federal Mediation and Conciliation Service, then the Company shall recognize the Union as the exclusive bargaining representative of such employees.
  - (d) If the Union is selected by a majority of such employees as their collective bargaining representative, then the Company shall, immediately upon the request by the Union, bargain in good faith with the Union for the purpose of concluding a collective bargaining agreement. NRS Chapter 288.160 and NAC Chapter 288 shall apply. (Amended 6/11/01)
  - (e) At all times the Company shall remain neutral with regard to any question concerning the representation of such employees by the Union. "Neutral" shall mean that the Company or Affiliate shall take no official position, nor shall it direct or condone any of its agents or representatives, including any attorneys or consultants to take any position against the exercise by its employees of their right to select the Union as their collective bargaining representative or to oppose the selection of the Union as the employees' collective bargaining representative.

So long as the Company complies with the terms and conditions of this section, the Union will not defame, slander, libel or otherwise make derogatory statements concerning the Company's business practices. Nothing in this section is intended to limit the right of the Union to discuss the benefits of joining the Union or comparing the benefits that employees of Company currently receive with the benefits that the Union will seek to obtain for such employees. (Added 6/11/01)

**TITLE 2**  
**CONTINUITY OF SERVICE**

- 2.1 Company is engaged in rendering public utility services to the public and Union and Company recognize that there is an obligation on each party for the continuous rendition and availability of such services.
- 2.2 Strikes and Lockouts
- (a) No lockout of employees shall be instituted by the Company during the term of this Contract.
  - (b) The Union agrees that during the term of this Contract neither it nor its officers, employees or members will engage in, encourage, sanction, support, or suggest any strikes, work stoppages, boycotts, slow downs, mass resignations, mass absenteeism, picketing or any other similar actions which would involve suspension of, or interference with the normal work of the Company.
  - (c) In the event that Union members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. (Amended 6/11/01)
- 2.3 Any employee in a Bargaining Unit classification shall perform loyal and efficient work and service, and shall use their influence and best efforts to protect the properties of Company and its service to the public, and shall cooperate in promoting and advancing the welfare of Company and in preserving the continuity of its service to the public at all times.
- 2.4 Consistent with the Provisions of this Title, the parties recognize that Union, Company, and all employees are mutually obligated to promote efficiency in Company's operations and harmony among Company's employees.
- 2.5 Consistent with the provisions of this Title which pertain to continuity of service to the public and duties essential to the operation of the utility, after May 1, 1979 all employees shall be required by Company to either report to work on a call out basis within 45 minutes or reside within a thirty-five (35) mile radius of the Company headquarters to which they regularly report. An employee, who is unable to report for work on a call-out basis within forty-five (45) minutes, will be exempt from the provisions of Section 10.3 of the Agreement. (Amended 1/1/98)

Any employee who must change his place of residence as provided herein shall be given a reasonable period of time to move in order to avoid personal hardship.

Incumbent employees who on May 1, 1979 reside within the present district or sub-district of the Company headquarters to which they regularly report, shall not be affected by the above provisions, until such time as they voluntarily change their residence, or job classification, or reporting headquarters.

**TITLE 3**  
**DEFINITIONS**

- 3.1 Employees shall be known as "Regular," "Provisional", "Temporary," "Part-Time" and "Probationary." (Amended 6/11/01)
- 3.2 For the purpose of the contract, a regular employee is defined as an employee who has completed six (6) months of continuous service with the Company, excluding those hired as provisional employees. (Amended 6/11/01)

3.3 (a) A temporary employee is defined as an employee hired by the day for occasional or seasonal work, or for a limited time. A temporary employee shall not be eligible for sick pay, holiday pay, vacation pay, insurance coverage, pension coverage or items of similar nature, except as herein specifically provided. If a temporary employee should in the course of continuous employment, be reclassified to probationary or regular, he shall be credited with all continuous service in determining eligibility for such benefits that may accrue to him in his new status. A temporary employee shall receive not less than the minimum rate for the job except in the case of laborers. Temporary laborers, as defined in Exhibit A, may be hired for a period of not more than three (3) months at the special temporary labor rate.

(b) A provisional employee is defined as an employee whose employment is intended to last more than six (6) months but less than two (2) calendar years. The work performed is linked to specific projects or is in anticipation of future events with a specific date at which the position will be eliminated, The use of the provisional employee will not impede the opportunities of regular employees or by-pass the bidding procedure as defined under Title 16 of the Collective Bargaining Agreement and are not subject to Title 23 nor Sections 19.8 or 19.9. Provisional employees will be required to remain in the position for the duration of their term with no bidding rights. They will accrue benefits equivalent to a regular employee for sick leave, vacation, medical insurance coverage, pension coverage and be subject to Section 3.6 of Title 3 for the duration of their assignment. They will be eligible for a Team Incentive Award payout as described in Attachment I, Exhibit "A" (1). For purposes of overtime work, preference will be extended to "regular" Company employees, and the Company is under no obligation to balance overtime for provisional employees as specified under Section 10.3 of Title 10. A provisional employee will not receive less than the minimum rate for the job and will progress through the appropriate classification wage progression in accordance with the Collective Bargaining Agreement. If employment of a provisional employee extends beyond two (2) calendar years, the employee will be reclassified to "regular" with a hire date and seniority date equivalent to the start date of his/her provisional time. (Added 6/11/01)

3.4 A probationary employee is defined as an employee hired for a position that has been regularly established and is of indeterminate duration. A probationary employee shall receive sick pay, vacation pay, insurance coverage, pension coverage or items of a similar nature as he shall become eligible, but in all other respects shall be equivalent to a regular employee, subject to the provision of 3.6 of this Title. A probationary employee shall receive not less than the minimum rate for the job.

3.5 (a) A part-time employee is one scheduled to work less than five (5) days per week or less than eight (8) hours per day. A limited number of part-time employees may be assigned to work covered by the Bargaining Agreement, provided that such assignment shall not result in the loss of regular employment for regular employees, nor shall the employees so assigned affect the status of or impede the promotional opportunities of regular employees. Part-time employees shall be paid the wage rates established in Exhibit A for the work performed. In determining allowances for vacations, sick leave, and other benefits hereunder, such allowance shall be prorated in direct ratio that the number of hours worked per week bears to forty (40). (Amended 1/1/95)

(b) The number of part-time employees in all "Clerical" classifications will not exceed 15% of the aggregate number of employees in all "Clerical" classifications. (Amended 6/11/01)

Schedules will be established in full hour increments and the employee's classification, i.e., one-half (1/2) time or three-quarter (3/4) time will be based on the established schedule at the time they are hired and an annual (payroll year) review of hours actually worked (excluding non-productive time) thereafter. Status changes will apply prospectively only. (Amended 1/1/98)

3.6 The retention of temporary, provisional and probationary employees is at the sole discretion of the Company, and termination of employment of such employees shall not be subject to review through the grievance procedure. (Amended 6/11/01)

3.7 (a) Continuous service with Company shall start with the date of employment and consist of the entire period of employment. Continuous service will be broken when (a) an employee is discharged for cause; (b) an employee voluntarily terminates employment; (c) an employee has been laid off for more than twelve (12) consecutive months; (d) an employee has violated the provisions of 8.4; (e) an employee has taken a leave of absence of over thirty (30) calendar days as defined in Section 8.1. (Amended 5/1/88)

(b) Employees who transfer from Sierra Pacific Power Company (SPPC) to the Truckee Meadows Water Authority (TMWA) on June 11, 2001 shall be credited with continuous service with Company from their SPPC hire dates. These hire dates shall not apply for purposes of PERS as explained more fully in Title 22, but shall apply towards service for post retirement medical. (Added 6/11/01)

#### **TITLE 4** **WAGES**

4.1 The wage to be paid employees of the Company covered by this Agreement shall be at the rates specified in the schedule hereto attached, numbered Exhibit A, and made a part hereof.

4.2 All employees shall be placed on an hourly rate of pay and shall be paid on alternate Fridays for all time worked during the two (2) week period ending the previous Sunday midnight; exclusive of overtime worked during the second week of the two week period. Any such deferred payment shall be included with the paycheck for the payroll period next succeeding the period in which such overtime was worked. In order to spread the payroll work the Company reserves the right to divide the payroll into two groups, paying each group on alternate Fridays. If a payday falls on a holiday, the day next proceeding such holiday shall be payday. However, if a payday falls on the Day after Thanksgiving the following Monday shall be payday. Payroll deductions for employees shall occur semi-monthly (first and second paycheck each month) including, but not limited to, Employee-only/Dependent Medical premium payments, Long-term Disability Insurance premiums, Life Insurance premiums, Union Dues, and Credit Union deposits or payments. (Amended 6/11/01)

4.3 (a) An employee who temporarily assumes the duties and responsibilities of a classification having a higher minimum rate shall be paid not less than the minimum rate of the higher classification for the time worked, meal and travel time, as applicable, computed to the next quarter (1/4) hour. (Amended 5/1/83)

1. Any upgrade position lacking an incumbent employee and continuing for a cumulative period of 1500 straight-time hours in a 12-month period shall require posting of the position. This provision does not apply to those classifications designated as "upgrade only". Exceptions to this provision can be made by mutual agreement between the Company and Union, i.e., training positions and special projects. (Added 1/1/98)

(b) When an employee is temporarily reassigned to work in a classification higher than his regular classification, he shall be paid, upon such reassignment, the rate of pay he last received in such higher classification, plus any general wage increase or adjustments subsequently made therein.

(c) When an employee is temporarily assigned or reassigned to work in a classification lower than his regular classification, his rate of pay will not be reduced.

(d) Where automatic progression between classification or within the pay rate range of a classification is provided by the Agreement, it is understood that the employee's performance must be satisfactory to qualify for advancement. Where an employee's performance is unsatisfactory and an automatic progression wage step has been withheld, the Investigating

Committee, provided for in Section 21.2 of the Agreement, may review the employee's performance.

(e) Where automatic progression in any classification is provided by the Agreement, an automatic progression wage step will be withheld after an employee is off work for sixty (60) calendar days or more. (Amended 5/1/83)

4.4 Company and Union may agree to additional classifications inclusive of those referred to in Title 1, Section 1.5 and/or revisions of existing classifications and wages and lines of progression with respect thereto, during the term of this Agreement. Pending negotiations with respect to such classifications, wage rates and lines of progression, the Company may establish temporary classifications and wage rates. (Amended 6/11/01)

The Company will promptly notify the Union of any such temporary classifications and/or revisions and wage rates, which are established. When the Company and Union reach agreement on the wage rate for the new classification and/or revised classification, it shall be retroactive to the date when the classification was first temporarily established or revised.

## **TITLE 5 TRANSPORTATION**

5.1 Company or public transportation shall be furnished all employees requiring, at the discretion of the Company, transportation in the performance of their duties. In the event an employee is asked to use his own automobile for Company business, he shall be reimbursed at the current rate sanctioned by the Internal Revenue Code, Section 274, Treasury Regulations and Administrative Interpretations. (Amended 1/1/95)

5.2 (Deleted 6/11/01)

5.3 (a) Any employee who may be required to operate Company vehicles and/or equipment while performing duties pertinent to his job classification must possess and maintain the appropriate licenses or permits required by applicable laws and/or Company policy. (Amended 5/1/82)

(b) An employee, incumbent in any such job who is unable to maintain the necessary driver's license, shall be returned to his former classification and rate of pay or, by mutual agreement between the Company and Union, shall be placed in another classification. (Amended 5/1/82)

In the specific event of where an employee is unable to maintain the necessary driver's license for driving under the influence or controlled substance abuse, the following shall apply: (Added 1/1/98)

1. Said employee for a 1st occurrence shall retain his rate of pay but may be required to work in another classification by mutual agreement between the Company and Union. However, a return to work agreement will be made between the Company, Union and employee specifically addressing terms and conditions of continued employment. (Added 1/1/98)

2. In the event of a 2nd occurrence, within 5 years of the 1st, said employee will not be accommodated in existing position. The Company and Union will endeavor to place the employee; however, if no vacancies exist, this could result in termination. (Added 1/1/98)

3. In the event of a 3rd occurrence, within 5 years of the 1st, the Company is not obligated for any reason whatsoever to accommodate said employee in any position. (Added 1/1/98)

(c) A successful bidder on any job requiring vehicle and/or equipment operation, will be given a thirty (30) day period beyond the date of the job award to obtain the proper licenses and/or permits. Additional training must be arranged through Department Management. Bidder must

be trained and/or evaluated prior to receiving approval to operate Company vehicles and/or equipment. (Amended 1/1/98)

(d) Any employee who is considered for an upgrade to a position requiring the operation of Company vehicles or equipment must be qualified by training or experience prior to upgrade. Employee will be subject to the provisions of Section (a) and (b) above. (Added 5/1/83)

(e) The provisions of Sections (a), (b) and (c) shall also apply to any employee operating a personal vehicle while being compensated by the Company for its use. (Added 5/1/82)

5.4 Employees shall be authorized to utilize Company vehicles only for the purpose of performing their assigned duties. Use of such vehicles for personal reasons is prohibited.

## **TITLE 6 WORKING HOURS**

6.1 All regular employees shall receive full-time employment for each work week employed provided they physically report for duty at their regularly assigned reporting place in accordance with the terms and conditions of this Agreement and are in condition to perform their work. This is not interpreted to mean that the Company does not have the right to lay off or release employees on account of lack of work or any other valid reason at the end of the work week.

6.2 (a) Each employee shall have a regular reporting place, a regularly established schedule of work hours and work days. Such schedule shall indicate the starting and quitting times, the regularly scheduled meal period and the scheduled non-work days. The arrangement of such schedule shall be in accordance with the provisions hereafter contained for the classification in which the employee is regularly employed. Schedules with work periods providing for starting times after 12:00 noon or before 6:00 a.m. shall provide eight (8) consecutive hours of work.

(b) Employees who are assigned to work away from their regular assigned reporting place will be required to report to work at the established starting time and at the temporary-reporting place designated by Company. When board and lodging is provided by Company, the reporting place will be the lodging designated by Company. It is understood that the temporary-reporting place designated by the Company may change from time to time due to changes in Company's operational requirements. When necessary, Company shall provide water and sanitation facilities for the employee's use at the temporary reporting place. When the change of temporary reporting place occurs, the Union will be notified as far in advance as practicable. (Amended 1/1/95)

6.3 The workweek shall be defined to be that period of 168 hours comprising seven (7) consecutive calendar days. For all employees but those in classifications listed in Section 6.13 the work week shall be that period beginning one (1) minute after 11:59 p.m. Saturday and ending 168 hours later.

6.4 A change in the regularly scheduled lunch period for any reason shall be deemed to require the payment of overtime for work performed during the regular lunch period and the employees may eat their lunch on Company time. Lunch periods may be advanced or delayed one-half (1/2) hour without the payment of overtime.

6.5 Employees, including those on out-of-town assignment, who are required to report for work on their non-work days, or on holidays which they are entitled to have off, or outside their regular work hours on work days, shall be paid overtime compensation for the actual work time, commencing at the time they physically report at their regularly assigned reporting place, and travel time in the amount of fifteen (15) minutes each way in connection therewith. An employee who is called out for such work shall be paid overtime compensation for travel time in the amount of thirty (30) minutes from his home and fifteen (15) minutes to return home. If an employee who is called out for such work outside of his regular work hours on a work day

continues to work into or beyond his regular work hours, he shall be paid overtime compensation for actual travel time in the amount of thirty (30) minutes only from his home. (Amended 1/1/95)

The portion of this Title relating to travel time shall not apply to the following situation:

(a) Prearranged extended work schedules on regular workdays. (Amended 5/1/81)

6.6 (a) If an employee is instructed by his Supervisor to report for prearranged overtime on a non-work day, or on a holiday which he is entitled to take off with pay, and the employee reports for work as instructed, the employee shall be paid overtime compensation for a minimum of four (4) hours provided, however, this will not apply to cases in which the employee is prevented from completing the assignment or earning the minimum through no fault of the Company, for reasons such as inclement weather, accidents, illness, or other reasons beyond the control of the Company. In such cases the employee shall be paid overtime compensation for the actual time worked, but in no event less than the two (2) hour minimum. (Amended 5/1/81)

(b) In the event an employee is instructed to report for prearranged overtime as provided in 6.6(a) above, and such work is canceled, the employee shall be paid overtime compensation for a minimum of four (4) hours, if he has not had notice of such cancellation at least eight (8) hours prior to the designated reporting time. (Amended 5/1/81)

(c) If an employee is instructed by his Supervisor to report for prearranged overtime prior to his regular starting time on a scheduled work day, the employee reports for work as instructed and for any reason the work is canceled, the employee shall be paid overtime compensation for actual time worked, but in no event less than a two (2) hour minimum time. (Added 5/1/91)

6.7 For the purposes of application of the provisions of this Title, all employees not specifically denoted by Sections 6.13, 6.14 and 6.15 shall be considered to be day employees. Sections 6.13, 6.14 and 6.15 shall determine the designation of all others.

6.8 (a) Day employees' hours of work shall be regularly scheduled as either 7:00 a.m. to 11:00 a.m. and 11:30 a.m. to 3:30 p.m. or 7:30 a.m. to 11:30 a.m. and 12:00 noon to 4:00 p.m. or 8:00 a.m. to 12:00 noon and 12:30 to 4:30 p.m. or 8:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m. and the regular work days shall be Monday through Friday.

Working hours will be the same for all employees within an occupational group at their specific reporting place. If Company desires to split starting times for employees within the same occupational group it shall be established by mutual agreement between Company and Union.

(b) When by reason of an emergency in connection with ice fighting, it is necessary to work employees on a shift schedule at hours outside of their regular work hours; Company shall be exempt from the penalties provided under Section 10.1(a)(5) after paying two (2) days of such penalty. Upon the third day, the employees will assume the hours of the new schedule at the straight-time rate of pay for the duration of such assignment. When employees are assigned to such shift schedules, the newly scheduled hours shall become their "regular work hours" in applying the other provisions of this Title.

In connection with ice fighting work assignments as provided for above, the following rules will be applicable to "Day Employees" with a normal workweek of Monday through Friday, and employees classified as Operator, Hydro/Generation.

1. When an emergency arises in connection with ice fighting, the Company may reschedule the hours of certain "Day Employees" and employees classified as Operator, Hydro/Generation to the hours of a shift schedule.
2. The starting time for a shift schedule is 0800, 1600, or 2400.

3. The workday of a shift schedule consists of eight (8) consecutive hours.
4. When "Day Employees" and employees classified as Operator, Hydro/Generation are assigned ice fighting on a shift schedule, they assume the hours of a shift schedule beginning with the first day of the assignment, but the work days and non-work days remain the same as their normal work week.
5. The shift premium is applicable to the hours in these schedules as provided for in Title 7, beginning with the first day of the assignment.
6. No notice is necessary to start a shift schedule to fight ice. However, as much notice as possible should be given both going on and coming off the shift schedule to allow the employees sufficient time to readjust their sleep and rest routine.
7. Meals at Company expense are limited to those where the Supervisor has not allowed sufficient time for the employees to eat breakfast and prepare lunch before reporting to work.
8. On days the provisions of Section 10.1(a)(1), (2), (3), and (4) are applicable, such day or days shall not be counted as one (1) of the days where penalty is paid under Section 6.8(b).
9. The two (2) day penalty provided in Section 6.8(b) is not considered overtime in applying the rest period provisions.

(c) The regular hours of work established herein may be changed by Company at the request or direction of public authorities, provided, however, that before any such change is made Company shall discuss it with Union. Company shall not be required to pay overtime compensation by reason of any change made as provided in this Section.

6.9 (a) Company may schedule employees to work for periods of eight (8) hours at other than their regular hours in any of the following situations:

1. The maintenance or repair of any generating plant or substations, and emergency repairs to hydro plant canal systems. A generating plant or substation shall be defined as any facility that has high voltage apparatus, including OCBs and disconnects. (Amended 5/1/87)
2. Work involving cleaning debris from the water intake of a hydro or power plant.
3. (Deleted 6/11/01)
4. To provide relief in a regularly scheduled job which has been temporarily vacated by absence of an incumbent.
5. To provide public safety and the protection of Company facilities underground which may be exposed to possible damage by excavating operations performed by other than Company employees.
6. Work involving emergency repairs to or the cleaning of sand and debris from all raw water delivery systems. (Amended 1/1/98)
7. (Deleted 6/11/01)
8. At the request of the customer, special project construction or unique maintenance requirements of facilities where customer impacts must be minimized. (Added 1/1/98)

(b) In the event such assignment is for four (4) regular work days or less, the employees shall be paid at the rate of one and one-half (1 1/2) times the applicable straight-time rate for all such work except that if the schedule continues beyond four (4) regular work days, the employee shall be paid one and one-half (1 1/2) times the applicable straight-time rate only for the first two (2) days of any such situation, and shall upon the third day, be paid at the straight-time rate for the duration of the assignment. Where the provisions of Title 10.1(a), (1), (2), (3), and (4) or the paragraph (c) next following are applicable, such day shall not be counted as one (1) of the premium days under this Section 6.9.

(c) In the event the employee is required to begin work in a temporary "off schedule" assignment with less than forty-eight (48) hours notice he shall be paid at the applicable overtime rate for all work performed on the "off schedule" assignment between the time of notice and the expiration of the forty-eight (48) hour period. Wherever possible, assignment to an "off schedule" status and return to the regular schedule shall be made in such a manner as to provide the same number of hours off between work periods as is provided by the employee's regular schedule. Where this is not possible and a change is made with less than the required time interval, the difference between the amount of time off and the required time interval shall require the payment of an additional one-half (1/2) times the straight-time or overtime rate which may be applicable.

(d) Upon completion of the temporary off schedule assignment, which may include scheduled days off, the employee shall be returned to his regular status and schedule. In all cases an assignment to an "off schedule" status shall not operate to deprive an employee of a forty (40) hour workweek.

(e) Except for operating employees who are assigned to supplement maintenance employees as provided in (a) above, and for employees who are assigned to relief as provided in (a) above, the employees' regular schedules of days of work shall not be changed.

(f) If any such situation extends beyond four (4) weeks, Company and Union may agree to rotate the shift assignments without additional payment of overtime for such change.

(g) The application of this Section shall in no way limit the right of the Company to establish schedules which would provide for work hours in excess of eight (8) on a work day, or more than five (5) days in a work week.

6.10 "Operations Center" employees shall have work schedules as follows:

(a) They may be regularly scheduled to work any eight (8) consecutive hours, exclusive of meal period, between 6:00 a.m. and 7:00 p.m., Monday through Friday.

(b) Operations Center employees, other than those working hours as provided in Section 6.10(a) above, may be assigned to work any eight (8) consecutive hours between 1:00 p.m. and 12 midnight.

(c) Group schedules when required shall be developed to provide rotation of assignments and equalization of conditions. Schedules may be established or revised during the term of the Agreement, provided however that such arrangements shall be first mutually agreed upon by Company and Union.

6.11 (a) This section means that except as noted below, there is an absolute prohibition against requiring an employee to work more than three (3) consecutive weeks without having two (2) consecutive days off. There is no penalty provided for a violation of the provisions of this section since the ban is absolute.

If an employee has performed work on twenty-one (21) straight days, the employee must be granted the next two (2) days off. If the next two (2) days off occur on regular workdays for that

employee, such employee shall, nonetheless, be granted the days off at the straight-time rate of pay. (Added 1/1/95)

(b) Employees may work beyond the twenty-one (21) day limit only under the following condition:

1. Any work situation involving an immediate hazard to life or property. This does not include situations limited to a loss of money or revenue only. (Added 1/1/95)

6.12 The work week and work hours of part-time employees shall be governed by the following rules:

(a) Company shall notify Union of all part-time employees hired, the work being performed and the schedule of work hours and workdays, if any, for such employees.

(b) Schedules of work hours and workdays for part-time employees who would fall within the regular work hours and workdays established in Section 6.8(a) may be established at the convenience of the Company.

(c) Schedules of work hours or workdays for part-time employees who would fall wholly or in part outside the regular work hours and workdays established in Section 6.8(a) shall be established by mutual agreement between Company and Union.

6.13 "Shift" employees are as listed below:

Foreman, Hydro/Peaking, Working  
Foreman, Shift, Working, Water Treatment  
Operator, Hydro/Peaking  
Operator, Hydro/Peaking, Assistant  
Operator, Apprentice, Water Plant  
Operator, Water Plant  
Specialist, Equipment, Water Treatment  
(Amended 6/11/01)

(a) The workweek for shift employees shall be regularly scheduled but may be any seven (7) consecutive days. The normal work week of shift employees may start on any day of the week and at any hour of the day, and shall consist of one (1) eight (8) hour shift for five (5) days. The five (5) work days and two (2) non-work days may be arranged in one, two, three or four (4) week cycles. The shift employee's workday shall consist of eight (8) consecutive hours. The starting time of such shifts are presently established at 8:00 a.m., 4:00 p.m., and 12:00 midnight. During the term of the Agreement, present shifts may be changed or additional shifts added, provided however, that such arrangements shall be first mutually agreed upon by Company and Union. The term "shift" shall be defined as a schedule of employee's work days, non-work days, working hours, and the arrangement of work week cycles.

(b) (Deleted 6/11/01)

(c) (Deleted 6/11/01)

(d) (Deleted 6/11/01)

6.14 "Service" employees are as listed below:

Apprentice, Technician, Electrical, Plant  
Helper  
Serviceman, Water  
Specialist, Water Supply  
Technician, Electrical, Plant  
(Amended 6/11/01)

(a) The normal workweek for each Service Employee shall be regularly scheduled and may be any five (5) consecutive days, starting on any day of the week. The arrangement of work hours, work days, non-work days and work week cycles, where applicable, shall be considered as the employee's work schedule and shall be developed to provide rotation of assignments and equalization of conditions.

(b) Working hours for Service Employees assigned to work schedules providing for one-shift operations shall be either 7:00 a.m. to 11:00 a.m. and 11:30 a.m. to 3:30 p.m., or 7:30 a.m. to 11:30 a.m. and 12:00 noon to 4:00 p.m. or 8:00 a.m. to 12:00 noon and 12:30 p.m. to 4:30 p.m. or 8:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m.

(c) Schedules for two-shift operations shall be as follows: First shift shall consist of any eight (8) consecutive hours between 7:00 a.m. and 5:00 p.m., exclusive of a thirty (30) minute meal period. Second shift shall consist of any eight (8) consecutive hours between 1:00 p.m. and 12 midnight. Employees assigned to the No. 2 shift shall be allowed necessary time to eat a meal on the job on Company time.

The Company agrees to schedule Service Employees on the No. 1 shift to take lunch four (4) hours after his regular starting time.

(d) Group schedules when required shall be developed to provide rotation to assignments and equalization of conditions. Schedules may be established or revised during the term of the Agreement, provided however, that such arrangements shall be first mutually agreed upon by Company and Union.

(e) New work schedules may be established and present schedules may be revised during the terms of the Agreement, provided, however, that such arrangements shall be first mutually agreed upon by Company and Union.

6.15 (a) "Office Service" employees are listed below: These employees may be regularly scheduled to work any eight (8) consecutive hours, exclusive of a meal period, between 6:00 a.m. and 12:00 midnight, Monday through Friday.

Foreman, Customer Services, Working  
Representative, Customer Services  
Representative, Customer Services, Senior  
(Amended 6/11/01)

(b) The Company will schedule Office Service employees to take lunch during the period from three (3) hours after the employee's regular starting time to five (5) hours after his regular starting time. Office Service employees, with consent of the Supervisor, may exchange lunch periods on any given day.

(c) The provisions of Section 6.4 shall not apply to employees covered by this section. Schedules of Office Service Employees may be established or revised during the term of the Agreement, provided, however, that such arrangements shall be first mutually agreed upon by Company and Union. (Amended 5/1/80)

(d) Office Service employees may change their working hours and/or lunch period, with prior supervisory approval, by up to two (2) hours within the same work day with no penalty to the Company. This allows the employee to schedule personal time off while maintaining their regularly scheduled number of work hours, i.e. making time up within the same day of no more than two hours.

A request to change an employee's work schedule must be arranged with the supervisor at least one day prior to the change, other than for emergency situations.

When an employee has requested personal time off, the employee has the option to make up time within the same day by adjusting his or her work schedule, or may use vacation or floating holiday hours, or sick leave (under Title 15 or Family Sick Leave guidelines), or may elect time off without pay. A minimum of 1/2 hour lunch period must be taken in accordance with Section 6.15, unless required by operational needs.

## **TITLE 7** **SHIFT PREMIUM**

- 7.1 All eight (8) hour work periods regularly scheduled to begin at 4:00 a.m. or thereafter, but before 12:00 noon shall be designated as first shifts. All eight (8) hour work periods regularly scheduled to begin at 12:00 noon or thereafter, but before 8:00 p.m., shall be designated as second shifts. All eight (8) hour work periods regularly scheduled to begin at 8:00 p.m. or thereafter, but before 4:00 a.m., shall be designated as third shifts. No shift premium shall be paid for the first shift. A premium of \$1.10 shall be paid for work performed in the second shift. A premium of \$2.00 effective 6/11/03, (\$2.40 effective 6/11/04, and \$2.80 effective 6/11/05) shall be paid for work performed in the third shift. (Amended 6/11/03)
- 7.2 When a shift premium is applicable to time worked at the overtime rate of pay, the overtime rate shall be applied to the applicable shift premium.
- 7.3 Shift premiums shall be payable only for hours actually worked, and shall not be paid for non-work time such as holidays, sick leave, vacations, etc.
- 7.4 Shift premium shall be paid for meal and travel time at the applicable overtime rate. (Added 5/1/83)

## **TITLE 8** **LEAVES OF ABSENCE**

- 8.1 "Leaves of Absence" and "Leaves" signifies approved absence without pay. A leave shall commence on and include the first work day on which an employee is absent and shall terminate upon the agreed-to date of expiration of the leave of absence. An individual's seniority shall not be affected, except for personal leaves of thirty (30) or more calendar days. The employee's status as a regular employee shall not be impaired by a leave of absence and the conditions of the leave shall be governed by the provisions herein applicable to the type of leave granted. Any demotion of an employee caused by a reinstatement of an employee who has been absent on an approved leave of absence shall be governed by the Demotion and Layoff Procedure. (Amended 1/1/95)

### **Military Leave**

- 8.2 A leave of absence shall be granted to employees who enter the Armed Forces of the United States, provided, however, that any such leave of absence and the reinstatement of any such employee shall be subject to the terms of any Act of Congress, which provides for re-employment. The seniority rights for employees who are members of the Armed Forces shall accrue while they are absent on military duty.

### **Union Leave**

- 8.3 Company shall, at the written request of Union, grant a leave of absence without pay to an employee who is appointed or elected to any office or position in the Union and whose services are required by the Union, provided adequate arrangements can be made to take care of the

employee's duties, without undue interference with the normal routine of work. Such Union leave shall be subject to the following conditions:

1. The term shall be for a fixed period not to exceed three (3) years. The period shall be stated in the request for leave.
2. The employee shall be returned to employment in his same classification held at the time the leave was granted and at the same headquarters at which he was last employed, or at the nearest headquarters to that location in which a vacancy exists.
3. The seniority of an employee who is granted a leave of absence under the provisions of this Title shall accrue during the period of such leave.  
(Amended 1/1/98)

### **Personal Leave**

8.4 Leaves of absence for urgent, substantial personal reasons may be granted to regular employees provided that mutual agreement is reached thereon by Company and employee, and subject to the following conditions:

1. The leave will not exceed a period of six (6) months, or a six (6) month extension thereof, but in no case shall any leave or extension be granted which extends the total leave of absence beyond a period of one (1) year.
2. The purpose for which the leave is granted will not lead to the employee's resignation.
3. If an employee fails to return immediately on the expiration of the leave of absence, or if he makes application for unemployment benefits, or if he accepts other employment while on leave, he shall thereby forfeit the leave of absence and terminate his employment with the Company.
4. An employee returning from an authorized leave of six (6) months or less shall be reinstated to his former classification and headquarters location.
5. An employee returning from an authorized leave exceeding six (6) months shall be reinstated to his former classification and headquarters provided a vacancy exists in his former classification. If no such vacancy exists, the employee shall be reinstated in a lower classification thereto in the same Line of Progression. If such reinstatement in a lower classification is required under this section, the employee will be given preferential consideration over other employees in the filling of vacancies in higher classifications in the line of progression until such time as he is returned to his former classification or rate of pay. (Amended 5/1/82)

8.5 The Company will not consider the bid of an employee on a leave of absence. (Added 5/1/87)

### **Family and Medical Leave**

8.6 Leaves for care of child, spouse, parent or serious illness of employee in accordance with the Federal Family and Medical Leave Act.

- (a) Employees are eligible if they have attained regular status and have at least six (6) months of continuous service with the Company when the leave begins. Part-time employees are eligible if they have attained regular status and have worked 1040 hours.
- (b) Eligible employees can take six (6) months unpaid leave of absence for a qualifying reason.

(c) Employees should give thirty (30) days advance written notice of intent to take leave. The employee should make a reasonable effort to schedule his/her leave so as not to interrupt Company operations. If an unforeseeable event occurs, employees should give notice as soon as practicable.

(d) An employee returning from an authorized leave under Section 8.6 will be reinstated to his/her former classification and headquarters location.

(e) Employees may be required to provide medical certification from a qualified health care provider.

(f) Leave may be denied if adequate notification or proper medical certification is not provided as required.

(Added 1/1/95)

## **TITLE 9** **INCLEMENT WEATHER PRACTICE**

- 9.1 Regular and probationary employees who are unable to work in the field because of inclement weather, "red" air quality days, as ordered by any air quality regulatory agency, or other similar causes, shall receive pay for the full day, provided they physically report for duty at their regularly assigned reporting place and are in condition to perform their work. However, they may be held pending emergency calls, and may be given first aid, safety or other instructions, or they may be required to perform miscellaneous work in the warehouses or other sheltered locations. Temporary employees under the same conditions shall receive pay for time they worked or are held on Company property, or ordered to stand-by. They shall not be paid in any event for less than four (4) hours.

When "red" air quality days occur, strenuous work activity shall cease within affected areas except when emergencies, and/or public safety or welfare are involved, and in those instances, the Company shall provide appropriate respirators for those employees required to work.  
(Added 1/1/95)

- 9.2 The employee in charge at the job site shall be responsible for determining if the weather conditions warrant cessation of outside work. In arriving at a decision with respect to weather conditions, the following shall be taken into account: (Amended 1/1/98)

1. Employee safety
2. Operating requirements
3. Undue hazards
4. Service to the public
5. Job site-working conditions
6. Anticipated duration of time required to leave unfinished job in safe condition
7. Anticipated duration of inclement weather
8. Distance from job site to operating headquarters
9. Any other pertinent factors which in his opinion should be taken into account in reaching his decision relative to stopping or continuing work. (Amended 1/1/98)

**TITLE 10**  
**OVERTIME**

10.1 (a) Overtime is defined as (1) time worked in excess of forty (40) hours in a work week, (2) time worked in excess of eight (8) hours on a scheduled work day, (3) time worked on a non-work day, (4) time worked on a holiday, and (5) time worked outside of regular work hours on a work day. Overtime shall be computed to the nearest quarter hour.

(b) Prearranged overtime shall be defined as overtime for which notice has been given prior to the employee's release at the end of the last regularly scheduled work period or an extension thereof, of no more than two (2) hours on that work day.

1. Company may extend prearranged overtime as necessary. (Amended 5/1/81)

(c) Callout overtime shall be defined as overtime for which prior notice has not been given the employee as per 10.1(b). (Added 5/1/81)

(d) Overtime work should be assigned in accordance with the following principles, which are intended to guide the actions of both Supervisors and employees:

1. The nature of the utility business requires the working of overtime and is reflected in the language of this Agreement.
2. The right to determine the importance and necessity of any work assignment rests within the rights of Management.
3. Refusal shall be supported by a valid reason.
4. A reasonable and sympathetic approach shall be taken by Supervision, with employees receiving as much advance notice as possible in order to allow them to alter their plans.
5. Extenuating circumstances and health of the employees shall be considered.
6. The time necessary to complete the work assignment and the availability and practicability of the use of other employees shall be considered.
7. Above all, the rule of reason shall be used by employees and Supervisors.

10.2 If an employee is called out by a responsible authority of the Company outside the employee's regularly scheduled hours and works less than two (2) hours, the employee shall receive not less than two (2) hours to be compensated at the applicable overtime rate, for each such call out, provided the employee has finished his first call out and has returned to his home. If the employee is sent on another job or jobs prior to returning home from the initial call without a break in work time it shall be considered a single call out. It shall be the policy of the Company to avoid a second assignment except those of such urgency as would ordinarily warrant a call out, but the determination of such urgency shall be determined solely by the Company Representative dispatching the call.

Such minimum call out pay provision shall not apply and the overtime payment shall be made only for actual work time outside regular hours where:

1. The call-out is less than two (2) hours prior to his regular starting time and the work extends into the regular workday.
2. The call-out is an extension of the regular workday or the employee has not left the plant premises when called. Any employee required to keep a radio-equipped

Company vehicle at home when off duty shall, upon completion of a tour of duty, proceed directly to his home. Any call-out while in transit shall be considered an extension of the regular day without interruption in time. A call-out received after reaching home and signing off the radio shall be considered a separate call-out. (Amended 5/1/81)

- 10.3 (a) Overtime shall be divided as equally as is practicable over the course of the payroll year, among those employees qualified and available within a classification and headquarters. All overtime for individuals in each headquarters shall be posted every 30 days. Employees new to a classification or district or department shall be averaged into that district or Department's year to date overtime list. (Amended 1/1/98)
- (b) Deviation from the distribution of overtime as stated in Section 10.3 (a) must be established in writing and agreed to by both Company and Union. (Added 1/1/98)
- (c) Deviation from the distribution of overtime as stated in Section 10.3 (a) will be allowed in select cases where employees within classification possess special skills (certifications, licenses, or training) unique to that job requirement. (Added 1/1/98)
- 10.4 Nothing contained herein shall be construed to require the payment of overtime compensation under more than one (1) of the foregoing definitions for a single period of operation.
- 10.5 (a) Overtime compensation at the rate of one and one-half (1 1/2) times the straight rate of pay shall be paid to employees for overtime as defined in Section 10.1 (a) (1), (2), (3), (4), and (5) and Section 10.1 (b). (Amended 5/1/81)
- (b) The time worked in excess of sixteen (16) consecutive hours (which includes unpaid meal period) and continuing until the employee is dismissed from such work shall be paid at the rate of two (2) times the employee's straight rate of pay. (Amended 5/1/82)
- (c) Prearranged overtime worked in excess of twelve (12) consecutive hours and continuing until the employee is dismissed from such work shall be paid at the rate of two (2) times the employee's straight rate of pay. (Added 5/1/81)
- (d) If, following an employee's dismissal from work or on an employee's non-work day, the employee is called out for work, he shall be paid at two (2) times his straight rate of pay for all work performed outside his regular work hours or on a non-work day. (Added 5/1/81)
- (e) (Deleted 5/1/91)
- 10.6 (a) Any regular or probationary employee who, as the result of a call out or a prearranged work assignment, has worked at overtime rates between his regular quitting time and his next regular starting time on regular work days, shall be entitled to a rest period under the following conditions:
1. If he has worked eight (8) hours or more at overtime rates, he shall be entitled to a rest period of nine (9) consecutive hours upon completion of such overtime work.
  2. If he has worked a minimum of two (2) hours at overtime rates and such work extends beyond nine and one-half (9 1/2) hours after his regular quitting time, he shall be entitled to a rest period of nine (9) consecutive hours upon completion of such overtime work.
  3. If he has worked a minimum of two (2) hours at overtime rates and such work commences later than nine and one-half (9 1/2) hours after his regular quitting time, he shall be entitled to a rest period of nine (9) consecutive hours upon

completion of such overtime work. The above provisions shall not apply if such work commences later than four (4) hours before his next regular starting time.

4. Rest periods, as provided above, shall commence upon completion of the employee's overtime work or the start of his regular work hours, whichever occurs first.

(b) The provisions of Section 10.6(a) shall apply to an employee who works at overtime rates on his regularly scheduled day off or on a holiday observed by the Company as follows:

1. The overtime must have been worked immediately preceding his regular starting time on the next regularly scheduled work day, and
2. During the corresponding time period normally observed by him as off-duty hours on consecutive workdays.

(c) If the employee becomes eligible for a rest period in accordance with any of the conditions above, and the Company requires the employee to continue work into his regular work period, the employee shall be paid at two (2) times the standard rate of pay for all hours worked until he is given a rest period. If, however, the employee is not entitled to a rest period, the employee shall revert to the straight-time rate at the beginning of his regular work period irrespective of whether he continues to work at said overtime work or changes to regular duties.

(d) If the employee becomes eligible for a rest period and is called back to work during his nine (9) hour rest period, the employee shall be paid overtime compensation at the rate of pay equivalent to two (2) times the standard rate of pay for all work performed until he has been relieved from duty for at least nine (9) consecutive hours, and a new rest period will commence at the conclusion of such work.

(e) Should a rest period provided for above extend into his regular work hours, the employee may be required to report for work at the end of said rest period for the remainder of that regular work period. The employee shall be paid at straight time for any portion of his regular work period, which he is allowed to take as a rest period. He will in any event be paid at the straight-time rate for the said regular work period.

## **TITLE 11** **HOLIDAYS**

- 11.1 It shall be the policy of the Company to perform only necessary work on any of the holidays observed by the Company. The necessity for holiday work and the number and choice of employees required to work on the holiday shall be determined by the Company.
- 11.2 For regular, probationary and provisional employees, "holiday" as used herein is defined as a day on which each of the following holidays is observed by the Company: (Amended 6/11/01)

New Year's Day  
Martin Luther King Day  
Presidents' Day  
Memorial Day  
Independence Day  
\*Floating Holiday  
Labor Day  
\*\*Nevada Admission Day  
Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day

\*An employee, during his first payroll year of employment, shall be entitled to one Floating Holiday (Amended 6/11/01)

\*\* Nevada Day will be observed the last Friday in October.

Employees shall observe their floating holiday(s) on a workday before the end of the payroll year at the convenience of the Company and the Company will not pay in lieu of unused floating holiday(s). In the event an employee is prevented from taking his floating holiday(s) due to operational requirements, he shall be entitled to defer the floating holiday(s) into the next ensuing payroll year. (Amended 6/11/01)

- 11.3 If a holiday is observed by Company on a regular or probationary employee's non-working day, the employee shall, during the ensuing twelve (12) months be given a work day off with straight-time pay at the convenience of the Company. The employee may have the option of foregoing the workday off and accepting regular straight-time pay for the holiday if he so desires.
- 11.4 If a holiday is observed by Company on a regular or probationary employee's scheduled non-work day and the employee works on that day, he shall be paid at the applicable overtime rate for all work performed plus his holiday allowance.
- 11.5 If a holiday is observed by Company on a regularly scheduled workday of a regular or probationary employee and he performs no work that day, he shall be given a holiday allowance equal to his regular straight-time pay for the day.
- 11.6 If a holiday is observed by Company on a regularly scheduled workday of an employee and he works that day, the employee shall have the option to:
1. Be paid the applicable overtime rate for all work performed plus his holiday allowance of eight (8) hours straight-time pay, or
  2. Be paid the applicable overtime rate for all work performed and carry over the holiday, to be observed at another time, subject to the provisions of 11.3 of the Agreement. (Amended 5/1/83)
- 11.7 (a) If a holiday falls on a Saturday, the Company shall observe the holiday on Friday. If a holiday falls on a Sunday, the Company shall observe the holiday on Monday.
- (b) If a holiday falls on a Saturday or Sunday, employees regularly scheduled to work that day shall observe the actual holiday rather than the Company observed holiday.
- 11.8 If an employee takes off any of the days observed by the Company as holidays and is absent without bona fide reason on the work day either immediately preceding or following such day observed by the Company as holiday, he shall not receive holiday pay.

## **TITLE 12** **VACATIONS**

- 12.1 All active employees except temporary employees begin accumulating vacation time upon employment. Vacation time shall be computed from the employee's continuous service date and will be credited bi-weekly.
- (a) An employee's continuous service date shall be his/her most recent date of hire, which may be adjusted subject to the provisions of Title 8.
- (b) When an employee's accrual rate changes as stated in 12.2 below, the new accrual rate will be effective at the beginning of the pay period in which the continuous service date falls. (Amended 5/1/87; Effective 1/1/88)

- 12.2 Full-time employees except temporary employees earn vacation time as follows and subject to the provisions of Title 20:
- (a) First (1st) through Fifth (5th) year of continuous service:
- From one (1) day through sixty (60) months from your continuous service date you begin accruing 3.076 hours biweekly for a total of ten (10) days' vacation per year.
- (b) Sixth (6th) through Twelfth (12th) year:
- At the completion of five (5) full years (60 months) from your continuous service date you begin accruing 4.615 hours biweekly for a total of fifteen (15) days' vacation per year.
- (c) Thirteenth (13th) through Nineteenth (19th) year:
- At the completion of twelve (12) full years (144 months) from your continuous service date you begin accruing 6.153 hours biweekly for a total of twenty (20) days' vacation per year.
- (d) Twentieth (20th) through Twenty-sixth (26th) year:
- At the completion of nineteen (19) full years (228 months) from your continuous service date you begin accruing 7.692 hours biweekly for a total of twenty-five (25) days' vacation per year.
- (e) Twenty-seven (27) or more years:
- At the completion of twenty-six (26) full years (312 months) from your continuous service date you begin accruing 9.230 hours biweekly for a total of thirty (30) days' vacation per year. (Amended 5/1/91; Effective 4/28/91)
- 12.3 Each employee who has completed five (5), ten (10), fifteen (15), twenty (20) years, etc., of continuous service with the Company will be credited with five (5) days vacation (40 hours) in the pay period in which the continuous service date falls. (Amended 5/1/87; Effective 1/1/88)
- 12.4 Part-time employees except temporary employees shall earn vacation time as stated in Section 12.2 and 12.3, but adjusted as follows and subject to the provisions of Title 20.
- (a) Vacation time credits shall be prorated as outlined in Section 3.5. (Amended 5/1/87)
- 12.5 An employee must complete six (6) months of continuous service to be eligible to take vacation. After completion of six (6) months of continuous service, vacation may be taken as earned, subject to operational needs of the Company and by mutual agreement of Company and employee. (Amended 5/1/87)
- 12.6 Vacation time shall be paid at the straight-time rate of pay. (Amended 5/1/87)
- 12.7 All vacation shall be taken on consecutive days unless otherwise mutually agreed upon between Company and the employee.
- (a) An employee may, upon his request, and with the consent of his Supervisor, take a vacation of less than five (5) consecutive work days, providing that:
1. Such request is submitted as far in advance as is possible.
  2. Such request is no less than ¼ hour. (Amended 1/1/98)
- 12.8 Earned vacation, which is not used by an employee, may be allowed to accumulate. Such vacation may be carried over from one (1) payroll year to the next following payroll year

provided that the carryover vacation does not exceed a maximum amount based on years of continuous service as stated below: (Amended 1/198)

<u>Years of Continuous Service</u>	<u>Maximum Carryover Vacation</u>
1st through 5th year	20 days or 160 hours
6th through 12th year	30 days or 240 hours
13th through 19th year	40 days or 320 hours
20th through 26th year	50 days or 400 hours
27 years or more	60 days or 480 hours

(a) All vacation carried over from one (1) payroll year to the next following payroll year in excess of the maximum as stated in 12.8 above will be forfeited. (Amended 1/1/98)

- 12.9 When an employee is required to carry over a vacation from one (1) payroll year to the next payroll year due to an approved absence from work because of an extended illness or industrial injury, such vacation will be taken at the convenience of the Company and at such time as not to interfere with vacation schedules of other employees. Such vacation will not be subject to forfeiture as stated in 12.8(a). (Amended 1/1/98)
- 12.10 When an employee's approved scheduled vacation is canceled by the Company due to unforeseen emergency conditions, or an employee foregoes his/her vacation for the convenience of the Company, the employee shall be allowed to reschedule his vacation by mutual agreement between Company and the employee. If such vacation must be carried over to the next following payroll year, it shall not be subject to forfeiture as stated in 12.8(a). (Amended 1/1/98)
- 12.11 If a holiday is observed by the Company on a workday within an employee's vacation period, the holiday shall not be considered a vacation day. (Amended 5/1/87)
- 12.12 Company shall not require an employee to take his vacation in lieu of sick leave or leave of absence on account of illness. (Amended 5/1/87)
- 12.13 Regular, probationary and provisional employees whose employment with the Company has been terminated for any reason shall receive vacation pay for all accrued vacation time in lieu of any vacation allowance. (Amended 6/11/01)
- 12.14 Before April of each year, there will be a sign-up in each department so that the employees may designate their choice of vacation periods. The Company shall prepare the annual vacation schedule on the basis of such sign-up, effecting whenever possible the selections of the employees within each classification in the order of Company seniority.
- (a) If, in accordance with 12.7, an employee has arranged to take his vacation in two (2) or more periods the use of seniority as a factor in securing preferential consideration over other employees shall be limited to one (1) of such periods.
- (b) Service employees shall be allowed to include one (1) night shift in their first choice vacation period. (Amended 5/1/87)
- 12.15 Vacation lists shall be posted on or before April 15 of each year. Scheduled vacation shall be taken as posted unless otherwise agreed to by Company. Any request for changes in scheduled vacation shall be submitted by the employee in writing and subject to written approval by Company. Such request shall include the alternate date(s) proposed by the employee. (Amended 5/1/87)

**TITLE 13**  
**SAFETY**

Working SAFELY prevents suffering, loss of wages to ourselves and families, and damage to property and injury to others.

An important part of everyone's acceptance of employment is to accept responsibility to do his work in accordance with the latest safety practices and to cooperate with other employees with whom he works to carry out safety rules and practices. Therefore, every employee of this Company is automatically pledged to study the safety rules and put them into effect for every applicable circumstance.

Every employee must be familiar with the special safety rules and regulations pertaining to his particular classification, in addition to the general overall safety rules.

- 13.1 Company shall make reasonable provisions for the safety of employees in the performance of their work. Union shall cooperate in promoting the realization of the responsibility of the individual employee with regard to the prevention of accidents.
- 13.2 The Company will draft reasonable safety rules for employees and it will be the responsibility of all employees to observe these rules. A copy of the rules will be furnished the Union.
- 13.3 The Company shall hold not less than eight (8) safety meetings each year at practical points throughout the system. When practicable, such meetings shall be scheduled to permit as many employees as possible to attend. Employees shall be required to attend safety meetings except for good cause. The programs of the safety meetings shall be arranged by the Company and in general will cover material appropriate to each group.
- 13.4 The Company will promptly notify the Union Business Representative of any accident resulting in death or serious injury to an employee. The Union Business Representative of Local 1245 shall be a member of the Company Accident Prevention Board. (Amended 1/1/98)
- 13.5 The Company and Union recognize the importance of timely, well documented investigative reports for any serious accident/incident determined to be worth investigating. To this end, the Company and Union agree that a Committee comprised of not more than twelve (12) members of the Bargaining Unit and twelve (12) members of Management will be selected by their respective parties to receive special training from the Safety Department in the appropriate methods of conducting accident investigations -- such training to be provided on Company time at Company expense.

Thus, when an accident/incident occurs, there will be a trained group of personnel from whom to select the Joint Accident Investigating Committee members as described in the remainder of this section. Selection to serve as a member of the Joint Accident Investigating Committee shall be based on the knowledge and experience of the individual committee members so that, to the extent practicable, the Committee will be comprised of members experienced in the field of work in which the accident/incident occurred. In no case shall the members of the Joint Accident Investigating Committee be selected from the occupational group in which the accident/incident has occurred, unless mutually agreed on by the Company and Union. (Amended 6/11/01)

At the request of either the Company or the Union, any accident/incident of a serious nature shall be investigated by a Joint Accident Investigating Committee. The Joint Accident Investigating Committee shall consist of not more than four (4) employees, two (2) of whom shall be appointed by the Company and two (2) by the Union.

If such investigation is requested by the Company, the Company will pay wages at the appropriate hourly wage rate, for approved hours so worked by the Union committee members. Normal out of pocket expenses required for the proper conduct of the investigation will also be paid by the Company.

If such investigation is requested by the Union, the Company will not be liable for any lost wages or expenses incurred resulting from the Union member's participation in the investigation.

After investigating a serious accident/incident, the Joint Committee may, at its discretion, file a joint or separate report or reports with the Company covering its recommendations for prevention of the recurrence of accidents of similar nature. It is understood and agreed that the Company is not obligated or required to accept the committee's recommendations. If the Company accepts or rejects any or all such recommendations, Company will give written explanation to the Joint Accident Investigating Committee. (Amended 1/1/98)

- 13.6 A Department Safety Committee shall be established consisting of three (3) non-Supervisory employees. A "chairman", "co-chairman" and "member" shall be selected by the members of the committee. Each year the chairman moves off the committee, the co-chairman moves to chairman and the member becomes co-chairman, and a new member will be appointed. In establishing said committee, it is specifically recognized and acknowledged that the employer is obligated to provide to the employees a safe and healthy place of employment and that the operation and/or establishment of the aforementioned committee shall in no way relieve the employer of that obligation. The Department Safety Committee shall be established to function in the prevention of accidents by ascertaining unsafe working conditions and recommending measures to be taken for correction thereof. Such recommendations shall be in the form of written reports, copies of which will be sent to the appropriate Supervisors, Safety Manager and each member of the Safety Committee. Within ten (10) working days from receipt of such recommendations, a written reply from the Manager will be returned to the Chairman of the Committee with a copy to the Safety Manager. There shall be as many such Committees as may be warranted by the number of employees therein. Department Heads shall make appointments to the Safety Committees for their respective departments. Union shall have the right to suggest names for appointment to such committees. In April and October each Committee shall make inspections of Company's properties, vehicles, equipment, and activities in its designated territory. Members of such committees will have time off with pay for the purpose of making said inspections and shall be reimbursed by Company for expenses incurred therefore. (Amended 6/11/01)
- 13.7 The Company Safety Manager or their representative will meet with the Department Safety Committee at such times and places as may mutually be agreed upon. At such meetings the Department Safety Committee may submit suggestions to Company concerning the revision and enforcement of safety rules. (Amended 1/1/98)
- 13.8 If the Company requires any employee to wear steel-toed safety shoes (as defined in ANSI Standard Z.41), the Company will provide the shoes. The employee is then required to wear in the performance of his duties, steel-toed safety shoes recognized as such by ANSI Standard Z.41. (Added 5/1/91)

#### **TITLE 14 UNION ACTIVITY**

- 14.1 The Union will use one-half (1/2) of the Company's regular bulletin boards and Company shall designate by lettering the portion of the Board reserved for Union use.
- 14.2 The Company shall not discriminate against an employee because of his or her membership in the Union or his or her activity on behalf of the Union, and the Union agrees not to discriminate against any employee because of his non-affiliation with the Union.
- 14.3 The Union's use of bulletin boards shall be limited to the posting thereon of official notices of meetings and similar matters relating to official Union business, and Union shall not post

thereon any matter relating to the solicitation of employees to join Union or the collection of dues, or any matter derogatory to Company.

- 14.4 At the request of the Union, the Company shall issue a temporary pass, renewable yearly, to any representative of the Union authorizing him to enter any Company property where any employee within the Bargaining Unit is employed.
- 14.5 All employees hired by Company in the State of California after May 1, 1990 shall after thirty (30) days of employment (1) become a member of the Union; or (2) in the alternative, an employee must tender a registration fee to the Union in such an amount as the Union may prescribe (but in no event to exceed the initiation fee required of Union members) and shall tender, monthly, an agency fee as established by the Union in an amount not to exceed the amount of the monthly dues and per capita fees required of BA members in his wage rate. This section shall comply with Section 19.8 of this agreement. (Amended 6/11/01)
- 14.6 (a) APB Member: It has been agreed that the I.B.E.W. Business Representative will become a member of the Accident Prevention Board (APB). (Amended 1/1/98)
- (b) E-Mail: E-Mail will be made available to the Union for Union communications.
- (c) New Employee Orientation: I.B.E.W. Business Representative will be allowed to participate in the New Employee Orientation.

## **TITLE 15** **SICK LEAVE**

- 15.1 A regular employee shall, in addition to any accumulated unused sick leave with pay to which he may be entitled as of May 1, 1968, also be entitled to accumulate further unused sick leave with pay at the rate of one (1) day of sick leave for each month worked subsequent to May 1, 1969, and calculated biweekly. An unlimited number of working days of sick leave may be accumulated in this manner, subject to the provisions of Section 20.1. (Amended 5/1/86)
- 15.2 The Company may require satisfactory evidence of an employee's illness or disability before sick leave will be granted. If it is found that the employee is using sick leave for reasons other than a bona fide personal sickness or disability, said employee shall forfeit all sick leave accumulated up to that date. As soon as an employee determines that he will be unable to report for work, he must notify his Supervisor or arrange for his Supervisor to be so notified. Such notification must be provided prior to normal starting time. In the event an employee is unable to determine when he will be able to return to work, he must, on each day of his illness or disability, notify his Supervisor that he will be unable to report for work. When the employee does become aware of the date when he will be capable of returning to work, he must give as much advance notice of this fact as possible to the Supervisor. Lack of notification will result in denial of sick pay benefits.
- 15.3 If a holiday is observed by the Company on a work day within the sick leave period of an employee who is entitled to holidays off with pay, the holiday shall not be charged to the employee's sick leave (see 11.5).
- Except as provided in Section 15.4, nothing in the foregoing Title shall be interpreted to entitle the employee to sick leave while on vacation, temporarily laid off by the Company, upon severance of employment, or while receiving industrial compensation.
- 15.4 If an employee is confined to a hospital during his vacation period, upon request he will be granted sick leave for the period of confinement.

- 15.5 (Deleted 5/1/83)
- 15.6 (Deleted 5/1/83)
- 15.7 (Deleted 5/1/83)
- 15.8 Sick leave time may be granted in ¼ hour increments. (Added 1/1/98)
- 15.9 (Deleted 6/11/01)
- 15.10 Family Sick Leave Program

The parties, in an effort to meet the needs of employees while maintaining sick leave usage at an acceptable level, hereby agree to the following:

- A. Employees may be granted up to thirty-two (32) hours sick leave per payroll year (assuming sufficient hours of accrued sick leave) for immediate family illness/emergency. The accrual rate remains unchanged. (Amended 1/1/98)
- B. Family illness/emergency is any situation involving the employee's immediate (as defined in the Company's funeral leave policy) family requiring the employee's personal attention which cannot be attended to outside normal work hours.
- C. Family sick leave time may be granted in ¼ hour increments. (Amended 1/1/98)
- D. Proven abuse will be handled pursuant to the provisions of Section 15.2
- E. Employees at any stage of progressive discipline for attendance related problems are not eligible.
- F. It is recognized that this program does not provide an additional benefit to employees. Time is provided, as described above, at the sole discretion of the Supervisor.
- G. The Company will communicate this program to Supervisors in a manner designed to foster consistency and understanding. (Amended 1/1/95)
- H. Family sick leave usage will not be a consideration in employee performance appraisals. (Added 1/1/98)
- I. This section shall be independent of Section 8.6, Family and Medical Leave Act and does not change the guarantees offered under the Federal Act. (Amended 6/11/01)

## **TITLE 16 SENIORITY**

- 16.1 There shall be two (2) types of seniority, namely, Occupational Group Seniority and Company Seniority. Company Seniority shall be defined as total length of continuous service with the Company as determined in accordance with 3.7. Company Seniority shall be used as the basis for determining such benefits as sick leave, retirement, vacations and protection against demotion and lay-off. Occupational Group Seniority shall be defined as the total length of service in one (1) of the occupational groups shown in Exhibit C attached hereto. Occupational Group Seniority shall be used in determining the preferred bidder within an occupational group and line of progression in the sequence outlined in 16.5. Attached hereto and made a part hereof is Exhibit C, an appendix outlining the "Occupational Groups" and "Lines of Progression" to be used for promotion and demotion. It is understood that the Occupational Groups have no relationship to "departments" as used in prior contracts between the parties nor shall Exhibit C

be construed to limit in any way the right of the Company to choose any form of organizational arrangement it prefers.

16.2 Company shall make up and post on bulletin boards, a Company seniority list and an occupational seniority list every six (6) months. If no opposition shall be made in writing within thirty (30) days after posting, the respective seniorities shall be considered as correct as listed. A copy shall be furnished the Union.

16.3 (a) The seniority status of employees as of July 1, 1959, shall be that shown on the personnel records of the Company, and seniority shall accumulate in the occupational group where then employed.

(b) An employee who, after May 1, 1974, bids or is transferred from one occupational group to another or is transferred out of the Bargaining Unit shall, for a period of six (6) months following the date he is awarded his new job in the new occupational group, or out of the Bargaining Unit, be assumed to be continuing in the occupational group from which he transferred and shall have no seniority in the group to which he transferred. At the end of the six (6) month period specified, he shall be credited with six (6) months of seniority in the new group, and shall retain in the group from which he bid or was transferred, the seniority he had earned in that group as of the beginning of the six (6) month period specified.

(c) An employee who is transferred out of the Bargaining Unit on a temporary assignment shall be considered to be continuing in the occupational group and classification from which he has been transferred. Assignments of a temporary nature which are expected to continue beyond twelve (12) months shall first be discussed with the Union.

(d) Such employee may not use the previous group seniority for bidding on posted jobs in the previous group, but if he is re-transferred to the previous group he may use the seniority to re-establish himself in that group.

(e) All non-Bargaining Unit employees, who are used on the job for training purposes, shall be exempt from the provisions of this Agreement.

They shall be assigned to fully manned and supervised crews and for periods not to exceed ninety (90) calendar days.

16.4 When an employee is temporarily transferred from the occupational group in which he is regularly employed to another occupational group, his seniority will continue to accumulate in his regular occupational group while he is temporarily working elsewhere.

16.5 When new jobs are created as provided in 4.4, additional jobs and vacant jobs will be posted on the bulletin boards by the Company for a period of ten (10) calendar days. It shall be the duty of the Company to set forth in said bulletin the date of postings, the nature of the job, its duties, qualifications required and the rate of pay. The Company shall furnish the Union with a list of bidders on all jobs and it shall be the duty of the Company within ten (10) working days of the close of the bidding period to post on bulletin boards the name of the applicant, if any, awarded the job, and mail a copy of such notice to the Union. If no bids are received for the job classification during the bidding period, the Company may fill the job from any source whatsoever. After a period of six (6) months, if Company has not hired an applicant to fill the posted vacancy, Company shall re-post the job vacancy if such vacancy still exists. If a job is filled and the job again becomes vacant within forty-five (45) days from the date the job was last filled; it shall not be necessary to again post the job. If the job was awarded to a qualified bidder and becomes vacant within forty-five (45) days from the date the job was last filled it shall be awarded to the next highest bidder. If the next highest bidder has been awarded another job, he shall have the option to accept either job. The vacant position shall be filled by the next highest bidder. (Amended 1/1/98)

Attached hereto and made a part hereof and numbered Exhibit B are the "Job Descriptions and Qualifications" of those jobs coming within the scope of the bidding procedure. Bids to job vacancies will be given preferential consideration in the following manner. Subject to 16.7 and 16.10, the employee with the greatest occupational group seniority shall be awarded the job, except under (c) and (e) below, the Company seniority shall be used:

(a) Bids from employees within the same occupational group in the same classification or classifications higher than the existing vacancy.

(b) If there are no bidders under (a), all bids from employees in the next lower classification within that occupational group.

(c) Where no bids are received under (a) and (b), all bids from employees in another occupational group with the same classification.

(d) If there are no bids received under (a), (b) or (c), all bids from employees within the occupational group in which the vacancies exist.

(e) Should there be no bids from any employee under (a), (b), (c) or (d), all other bids from any employee in any occupational group, regardless of classification and subject to 16.7 and 16.10, the bidder with the greatest Company seniority shall be awarded the job.

1. Incumbents are defined as those employees hired prior to January 1, 1995 and listed in classifications in Exhibit C in double-lined boxes. Incumbents shall retain their group seniority for bidding purposes subject to provisions listed below. (See updated incumbency list 6/11/01.)
2. All bids to Apprentice classifications shall be considered "E" bids (except those incumbents hired before January 1, 1995 subject to Section 16.5(4)).
3. An incumbent will have one (1) opportunity to accept a bid using group seniority per 16.5(1) for a double-lined classification, and will then continue to progress in his/her line of progression in accordance with Section 16.5.
4. If incumbent in double-lined boxes bids a position within his/her line of progression at any location but elects to turn down such position or fails to place a bid, he/she will lose the opportunity to use group seniority for that particular position and location. Future bids to that position and location, if posted again, shall be based on Company seniority only. (Added 1/1/95, Amended 6/11/01)

16.6 (a) When the occupational group seniority is identical for two (2) or more employees whose bids are entitled to equal consideration under paragraph (a), (b), or (d) of Section 16.5, preferential consideration shall be given to the employee with the greatest Company seniority, subject to the provisions of Sections 16.7 and 16.10.

(b) When a bid cannot be awarded as stated in Section 16.6(a) because there is a tie between two (2) bidders for the same job and it is decided that to award the job the tie must be broken, a representative of the Company and a representative of the Union will meet and have a coin toss to determine which of the bidders will be offered the position. Because in this case there are only two (2) bidders tied, the Union representative will decide which of the coin (head or tails) will represent which employee. The Company representative will then toss the coin and whichever side (heads or tails) comes up, that bidder will be offered the position. (Added 6/11/01)

(c) When a bid cannot be awarded as stated in Section 16.6(a) because there is a tie between more than two (2) bidders for the same job and it is decided that to award the job the tie must be broken, the same process will be used as in 16.6(b) only that after the first person is

eliminated, the process will be repeated until there is only enough bidders left to award the position. (Amended 6/11/01)

16.7 (a) Nothing in this Agreement shall be construed as limiting the right of the Company to determine the number of employees required in each classification nor shall it be construed as limiting the right of the Company to determine whether a vacancy shall be filled. Except as provided in Section 16.7(b), awards to jobs posted for bid shall be made in accordance with Section 16.5. However, whenever a vacancy occurs in any job classification, Company may, in its discretion, temporarily fill such vacancy. Any such temporary appointment shall, if practicable, be given to an employee who would be eligible to bid therefore under the seniority and job bidding provisions of this Agreement, subject to the provisions of Sections 16.7(b) and 16.10(a).

(b) In filling vacancies in jobs hereinafter collectively referred to in Subsection 16.7(c) as "Working Foreman jobs," Company shall consider the appointment of employees to any such vacancy as herein provided, and where the Company determines that the following qualifications are relatively equal, seniority shall govern:

1. The quality of the employee's performance on his current job.
2. His background of education and experience in similar or related work.
3. The amount of special preparation for the new job, if any is necessary or pertinent, which the employee has completed at the time the bid is made.
4. His previous demonstrations of leadership and progress.

It is the intent of the parties that the Union shall not have the right to arbitrate the "judgment" of the Company, but that the Union shall have the right of appeal if it believes there was not a fair submission of facts upon which that judgment was made.

After selecting an applicant on the above basis, the Company shall notify the Union by letter. During a period of fifteen (15) calendar days following the receipt of such notification, the Union may investigate the facts used by the Company in making its selection. If, after such investigation, the Union feels that it would serve a useful purpose to further review the matter, the Union may request a meeting with an officer of the Company or his representative. The Union Representative at such meeting shall not have participated actively in the original investigation. The Union and Company Representatives would review the facts used by the Company in making the selection. Company's initial decision will stand unless, after such review of the facts, Union and Company representatives agree that the decision was arbitrary. In any event, the Union and Company representatives shall, within thirty (30) days, dispose of the case and their decision shall be final and binding upon the Company, the Union, and the employees involved.

(c) The term "Working Foreman" as used in this Section 16.7 shall be construed to include any of the following: (Amended 6/11/01)

1. Foreman, Working (All Classifications)
2. Inspector
3. Representative, Customer Services, Senior

16.8 (a) An employee promoted to a higher classification shall be given a qualifying period of not more than six (6) months. Such period shall be for determining whether he can meet the job requirements. If the employee fails to demonstrate his ability to perform the job or lacks the ability to progress during the six-month trial period, he shall be returned to his former job classification and rate of pay.

(b) In the event it is necessary for the Company to demote a "Working Foreman," as defined in Subsection 16.7(c) for failure to discharge the duties of his position, the identical procedures of notice to Union, investigation and review procedure for appointment as outlined in Subsection 16.7(b), shall be used prior to completion of demotion.

16.9 All bids shall be submitted by United States Mail to the Labor Relations Offices at the Company at its general offices in Reno. The Company will not consider any bid postmarked later than the closing date on the posted bid form. (Amended 5/1/86)

16.10 (a) Notwithstanding anything contained herein, Company need not consider the bid of any employee who does not possess the knowledge, skill, efficiency, adaptability and physical ability required for the job on which the bid is made.

(b) Company need not consider the bid of any employee for a posted vacancy in another District or sub-District of the Company, if the employee has not worked for a minimum of six (6) months in his present classification within the District or sub-District in which he is currently employed. The provisions of Section 16.10(b) are not to be construed as placing any time limitation upon the subsequent advancement of an employee within the line of progression in the District or sub-District to which he is qualified to bid.

(c) Company need not consider the bid of any employee for a posted job vacancy in another occupational group, if the employee has not worked for a minimum of six (6) months in his present classification within the occupational group in which he is currently employed. The provisions of Section 16.10(c) are not to be construed as placing any time limitation upon the subsequent advancement of any employee within the line of progression in the occupational group to which he is qualified to bid.

(d) Company will not consider the bid of any employee in an Apprentice classification for a posted job vacancy in another Apprentice classification. (Amended 1/1/95)

(e) Company will not consider the bid of any employee for an apprenticeship who has not met the requirements of the Apprentice Pre-Qualification Pool Agreement. The requirements are described in the Supplementary Agreement titled, Administration of Apprenticeship Programs. (Added 5/1/83)

(f) (Deleted 6/11/01)

(g) Company need not consider the bid of a Service Employee for a posted non-service job vacancy in their present district, if the employee has not worked for a minimum of one (1) year in his/her present classification within the occupational group in which he/she is currently employed. The provisions of Section 16.10(g) are not to be construed as placing any time limitation upon the subsequent advancement of any employee within the line of progression in the occupational group to which he is qualified to bid. (Amended 6/11/01)

(h) The Company will not consider the bid of an employee for any position if the employee has an overall unsatisfactory appraisal in their current classification. (Added 1/1/95)

16.11 (Deleted 5/1/82)

16.12 The seniority rights of employees who are members of the Armed Forces shall accrue while they are absent on military duty.

16.13 Both the Company and Union recognize that there will arise situations with respect to partially incapacitated employees, employees displaced by new technologies or revisions of operational procedures, employees who are temperamentally unsuited to their jobs, employees returning from military service (other than annual field training) or employees who are displaced either directly or indirectly by other employees returning from military service with the Armed Forces of

the United States (other than annual field training) who have been granted leaves of absence by the Company under Section 8.2 of the Agreement, and that in such cases the bidding procedure may be waived by mutual agreement in order to properly protect the seniority of employees who have given long and faithful service. The Company will discuss such cases with the Union as far in advance as possible with the object of avoiding any inequitable situations, which might result. Both parties will endeavor to provide for retention of employees in the Company, in jobs suitable to their capabilities, first in the areas where they are employed at the time, or secondly in other areas of the Company's operations. If after full discussion of such cases and survey of all possibilities available to the solution of the problem, the Union and the Company are unable to agree on a satisfactory solution, the Company shall have the right to make changes or layoffs as it may deem necessary, consistent with the provisions of the Agreement. Should a partially incapacitated employee, an employee displaced by new technologies or revisions of operational procedures, or an employee who is temperamentally unsuited to his job, or employees returning from military service (other than annual field training) or employees who are displaced either directly or indirectly by another employee returning from military service with the Armed Forces of the United States (other than annual field training) who have been granted leaves of absence by the Company under Section 8.2 of the Agreement, agree to be transferred to work falling outside of the Bargaining Unit, and should the employee not prove to be satisfactory in this assignment, Company and Union may mutually agree to waive the bidding procedure and return the employee to a Bargaining Unit job suitable to his capabilities, under the provisions of this Section.

- 16.14 After attainment of journeyman status through the Apprenticeship Program, the Company need not consider the journeyman's bid back into another Apprentice Program for a period of one year. (Added 1/1/98)

#### **TITLE 17** **EXPENSES**

- 17.1 (a) Upon mutual agreement between the Company and the employee, the employee may provide his/her own regular meals on an out-of-town work assignment as outlined in Section 17.8(a) and be reimbursed by the Company the meals for which the employee qualified during each day of the assignment. The reimbursed price will be the base cost of the appropriate meal as outlined in 17.1, excluding tax and tip. Overtime meals shall be charged directly to the Company, subject to the provisions of Title 17 and will not be subject to reimbursement. (Added 5/1/86)

(b) The provisions of this Title shall be applied in a reasonable manner by the Company and the Union to conform to the intent of the parties, namely, that the Company will provide adequate meals when employees are prevented from observing their normal meal practices, and such other meals as provided for in this Title. Time necessary to consume the meals provided shall be considered as time worked. Union will cooperate with the Company to insure that the time necessary to consume meals will not be excessive. Company shall have right to consider excessive time taken to consume meals as time not worked.

#### **DEFINITIONS**

"Normal Meal Practice":

Breakfast: The two (2) hour period immediately proceeding the time corresponding to an employee's regular starting time on regular work days.

Lunch: From four (4) hours after the time corresponding to an employee's regular starting time on regular workdays to five (5) hours after this starting time.

Dinner: From one (1) hour after the time corresponding to an employee's regular quitting time on regular work days to two (2) hours after this quitting time.

The meal practices observed on workdays shall prevail on non-work days.

"Adequate Meal":

Meals shall be limited to those, which are appropriate at the time, adequate in quantity and quality, and reasonable in price. In connection with non-emergency work assignments, the costs of any meal consumed by employees in accordance with the provisions of this Title shall not exceed:

Breakfast	Lunch	Dinner	Effective
\$9.27	\$10.90	\$19.58	1/1/03

excluding tip and employees shall be billed for any cost exceeding these approved amounts. If such billings are not paid by the employee within thirty (30) calendar days after receipt of said billings; the Company shall have the right to deduct such amounts from the employee's paycheck. (Amended 1/1/98)

The price of such meals shall be reviewed and updated annually. The basis for such adjustment shall be the change in the appropriate Consumer Price Index for the preceding calendar year.

"Time Necessary to Consume":

Parties recognize that certain meals may take more or less than thirty (30) minutes to consume. Any excessive time may be subject to justification.

17.2 If Company requires an employee to perform work for one and one-half (1 1/2) hours or more beyond regular work hours, it shall provide him with a meal approximately one and one-half (1 1/2) hours after regular quitting time and with meals thereafter of approximately four (4) but not more than five (5) hours for as long as he continues to work, insofar as it is possible for the Company to do so.

17.3 (a) On callout overtime, outside of regular hours on work days, the Company shall provide: breakfast, if callout work begins prior to two (2) hours before the time corresponding to the employee's regular starting time on regular work days. Lunch, if callout work begins prior to two (2) hours before the time corresponding to the employee's regular starting time on regular work days and he has qualified for a lunch through time worked. Neither breakfast nor lunch, if callout work begins two (2) hours or less before the time corresponding to the employee's regular starting time on regular work days, unless the employee has not been allowed sufficient time by his Supervisor, at the Supervisor's discretion, to eat his breakfast and prepare his lunch before reporting for work.

Other meals will be provided at intervals of approximately four (4) hours but not more than five (5) insofar as it is possible for the Company to do so and for so long as the work continues. Where any such work extends into regular work hours the normal meal hours as defined in Section 17.1 shall apply. (Amended 5/1/81)

(b) On callout overtime on non-work days, Company will furnish meals at intervals of approximately four (4) but not more than five (5) hours, for as long as such work continues insofar as it is possible to do so.

Normal meal practice shall prevail for work performed during those hours described in Section 17.1. (Amended 5/1/81)

17.4 (a) On prearranged overtime assignments, Company will provide breakfast if such work begins prior to two (2) hours before the time corresponding to the employee's regular starting time on workdays and non-work days. If such work begins two (2) hours or less before the time

corresponding to the employee's regular starting time on a work day or a non-work day the normal meal practice relating to work days shall prevail. If such work continues, Company will furnish meals in accordance with Section 17.2 for the duration of the assignment. (Amended 5/1/81)

(b) If such prearranged overtime is wholly outside of regularly scheduled work hours on either work days or non-work days, employee shall provide one (1) meal on the job and shall be allowed thirty (30) minutes for consumption of such meal, approximately four (4) but not more than five (5) hours after beginning work, to be considered as time worked. If such work continues, Section 17.2 or 17.3 will be applicable. (Amended 5/1/81)

17.5 It shall be the obligation of Company to provide meals to any employee whose normal meal practices, as herein defined, are disrupted. These meals shall be furnished as nearly as possible, to the normal time for eating regular meals, and shall consist of a meal comparable to the one disrupted.

17.6 Notwithstanding anything contained herein, if an employee has completed his work assignment and is qualified for a meal under the provisions of this Title, and has not worked more than one (1) hour beyond his qualifying time, he may be released and allowed 30 minutes to consume such meal as work time. If an employee has worked more than one (1) hour beyond his qualifying time, he will be provided such meal on his way back to his headquarters and allowed the time necessary to consume such meal as work time. If an employee does not elect to eat such meals he shall nevertheless be entitled to thirty (30) minutes at the applicable overtime rate.

17.7 Nothing in the proceeding Sections of this Title shall be construed as altering in any way the lunchtime provisions set forth in Title 6.

17.8 (a) Regular employees who are assigned to temporary work at such distance from their headquarters that it is impractical for them to return thereto or to their regular place of abode, shall be allowed actual personal expense for board and lodging for the duration of such assignment, provided they board and lodge at places to be designated by Company. Under such circumstances, the Company designated lodging will be the reporting place. (Amended 1/1/95)

(b) The subsistence allowance will not be applicable if board and/or lodging are provided by the Company. Upon the approval of the Company, any employee electing to provide his own living accommodations and meals in lieu of those provided by the Company will be:

Each night's stay of the work assignment: \$85.00 Effective 1/1/03

The last day of the whole aforementioned assignment: \$42.50 Effective 1/1/03

The dollar amount prescribed above will be adjusted based on Section 274 of the Internal Revenue Code, Treasury Regulations and Administrative Interpretations. (Amended 1/1/95)

Employees working a five (5) day work week and electing to remain within the project area on their two (2) non-work days will not be entitled to the subsistence allowance for the non-work days. If assigned to work six (6) days during the workweek, the subsistence allowance will be granted for each of the seven (7) days in the workweek.

An employee shall not be entitled to the subsistence allowance for any day he is absent from duty for personal reasons.

In the event of the illness of an employee, subsistence allowance shall be granted only for the first regularly scheduled workday. If such illness exceeds one (1) regularly scheduled workday, employees shall be encouraged to seek proper medical attention at facilities properly equipped to render same.

Transportation and allowances shall be provided to employees by the Company in accordance with the terms of Sections 17.8(a) and 17.9 of the Agreement, except that time spent by employees traveling in their personal vehicles to the project at the beginning of the employee's assignment and from the project at the end of the employee's assignment shall not be considered as time worked.

A travel allowance equal to that provided for under Title 5, Section 5.1, for one (1) round trip, will be allowed each employee providing his own living accommodations and meals under the following conditions: (Amended 1/1/95)

1. Travel to the project at the beginning of the employee's assignment and from the project at the end of the employee's assignment.
2. Travel from one (1) temporary reporting place designated by Company to another such Company designated temporary reporting place within the project for the purpose of relocating an employee's personal living accommodations.

Employees will be required to report for work at the established starting time and at the temporary-reporting place designated by Company. It is understood that the temporary reporting place designated by Company may change from time to time due to changes in Company's operational requirements. Such changes shall occur at Company's option. Employees receiving the subsistence allowance in accordance with the foregoing provisions shall report for work on the first scheduled work day of the work week, at the established starting time, at the temporary reporting place designated by Company.

Employees providing their own living accommodations and meals shall accept full responsibility for the health, welfare and safety of any family members or personal property taken with them while on this job assignment. Employees shall hold the Company harmless of any and all liability involving family members, friends, personal property or equipment. (Amended 5/1/82)

(c) Employees who are assigned to temporary out-of-town, overnight work assignments, as outlined in Sections 17.8(a) and 17.8(b), shall be paid an additional \$2.00 per hour out-of-town premium, commencing on departure the first work day and ending on the start of the last work day after the last night's stay. Such premium shall be paid for the duration of the assignment, excluding days not worked, even though such assignment may be interrupted by weekends or authorized days off during which the employee returns to his regular place of abode. (Amended 1/1/95)

No out-of-town premium shall be applicable for one (1) night out-of-town assignments.

When out-of-town premium is applicable to time worked at the overtime rate of pay, the overtime rate shall be applied to the out-of-town work premium.

Out-of-town premium shall be applicable only for hours considered time worked and shall not be paid for non-work time such as sick leave, time of own accord, etc. (Added 5/1/83; Effective 5/1/84)

- 17.9 If on their non-work days any such employees remain at such designated places, their expenses for board and lodging on such days shall be paid by Company, but if they go elsewhere for their personal convenience Company shall not reimburse them for any expense they incur thereby. If any such employees return to their homes on their non-work days, Company at its option shall (1) allow them the equivalent of any saving it realizes in their board and lodging costs, or (2) reimburse them for the expenses of round-trip transportation by public carrier, or (3) provide round-trip transportation by Company vehicle, if such travel is at Company's request. In the event that any such employees board and lodge at a Company boarding house, the allowance which may be made by reason of the saving in board and

lodging cost will be based on the established charge to employees who regularly board and lodge at such boarding houses.

- 17.10 An employee who is required to change his residence from one (1) locality to another for the Company's convenience, shall be eligible for authorized relocation expenses (Company reserves the right to select approved expenses) consistent with the current Company policy/procedure if the employee's place of residence is at least 50 miles from his/her new headquarters. This benefit does not apply if the move results from an employee exercising his/her rights under Title 16, except when there is only one qualified bidder for a journeyman or above job, qualified moving expenses, not to exceed \$2,000 with a limit on availability to said bidder once every five years, will be available. (Amended 1/1/98)
- 17.11 (Deleted 5/1/91)
- 17.12 Insofar as possible, the Company will give at least one (1) day's notice to an employee who is to be sent out of town for work in order that the employee may have time to prepare for the trip. The cost of Company provided meals for which the employee qualifies during each day of such assignments shall not exceed the aggregate of the meal allowances specified in Section 17.1 for such meals.
- 17.13 On optional or voluntary training related travel out of the Company's service territory, the following shall apply:
- Company to reimburse for actual expenses.
  - Out-of-town premium will not be in effect.
  - No overtime will be paid; however, Company Management to be sympathetic to travel connections and delays. (Added 1/1/98)

## **TITLE 18** **APPRENTICESHIP**

- 18.1 (a) A committee, known as the Joint Apprenticeship Training Committee (JATC), shall be established for the purpose of working out apprenticeship problems.
- (b) The JATC shall be composed of four (4) members appointed by the Company and four (4) members appointed by the Union. (Amended 1/1/95).
- (c) The JATC members shall serve from the date of their appointment until their successors are duly selected.
- (d) The Company Representative shall be the JATC chairman and the secretary will be selected from the Union Representatives on the JATC.
- (e) The chairman will be responsible for an agenda of, and presiding over, scheduled meetings. The secretary shall record the minutes of each meeting and distribute them to all appropriate persons.
- (f) JATC meetings shall be held once a month or as designated by the chairman. (Amended 5/1/82)
- 18.2 The JATC shall have the responsibility for developing new apprenticeship programs, amending existing apprenticeship programs, and investigating problems related to such areas as entrance requirements, standards of progress, methods of testing and scoring, apprenticeship working conditions, and procedures for removal or freezing when apprentices fail to meet established requirements. (Amended 5/1/82)

- 18.3 The Company shall not be liable for lost time or expenses of the Union appointed members of the JATC.
- 18.4 Any programs or plans which may be agreed upon by the JATC with reference to items listed in 18.2 shall be reduced to writing and upon approval and acceptance by the General Manager of the Company or designee and the Business Manager of the Union, such supplemental agreements shall constitute an amendment to this Agreement as of the date specified in such supplementary agreement. (Amended 6/11/01)
- 18.5 (Deleted 6/11/01)
- 18.6 When an apprentice in any formalized Apprenticeship Training Program has completed six (6) months at the top step of his apprentice wage progression and has successfully met all requirements for advancement to Journeyman status, he shall automatically be reclassified to the classification and wage rate of a Journeyman within the Department in which his apprenticeship has been served, and the Company shall not be required to post a Journeyman vacancy. When an apprentice has reached the top step of his wage progression and has successfully met all requirements for advancement to Journeyman status, he may be, at Company's discretion, reclassified to the classification and wage rate of Journeyman within the Department in which his apprenticeship has been served, and the Company shall not be required to post a Journeyman vacancy. (Amended 5/1/81)
- 18.7 All apprenticeship job vacancies will be filled in accordance with the provisions of Section 16.10 of this Agreement. (Added 5/1/83)

**TITLE 19**  
**MISCELLANEOUS**

- 19.1 No employee shall be required to be "on call." An employee placed on standby duty shall be considered working and shall receive pay as such. Provisions to this section do not apply to the Emergency Response Program (Attachment VIII). (Amended 1/1/98)
- 19.2 (Deleted 5/1/80)
- 19.3 The Company does not plan to contract work it normally does and agrees that in no case will it lay off employees as the result of work contracted. The Company has the right to enter in contracts. The Company will review on a quarterly basis, in the labor management committee, the status of the outside contracts. (Amended 1/1/98)
- 19.4 Company shall not, by reason of the execution of this Agreement, abrogate or reduce the scope of any present plan or rule beneficial to employees, which is not specifically covered by this Agreement.
- 19.5 Job descriptions are not intended to be so restrictive as to prohibit performance of work not specifically mentioned in the job descriptions themselves. Such work assignments shall be in accordance with Section 4.3 of the Agreement.
- 19.6 Nothing herein contained shall be construed as to limit the right of the Company to determine the character, extent and methods of its operations, the amount of production, the number of employees required in total and in the specific classifications of work.
- 19.7 The Company will furnish for use by employees all special tools it deems necessary that may be required by any classification in the performance of the job therein. The Company will replace all personal hand tools, as normally purchased by the Company, which are worn out in the service of the Company and are turned in to the Company for replacement.

- 19.8 If any part or portion of this contract should be invalid or be superseded by either state or Federal law, the remaining portions of the contract shall, nevertheless, remain in full force and effect.
- 19.9 (Deleted 1/1/98)
- 19.10 Severance benefits shall be provided pursuant to the Company's Bargaining Unit Employees Severance Pay Plan, which became effective January 1, 1995, for employees laid off through the application of Title 23. (Added 1/1/95; Amended 6/11/01).

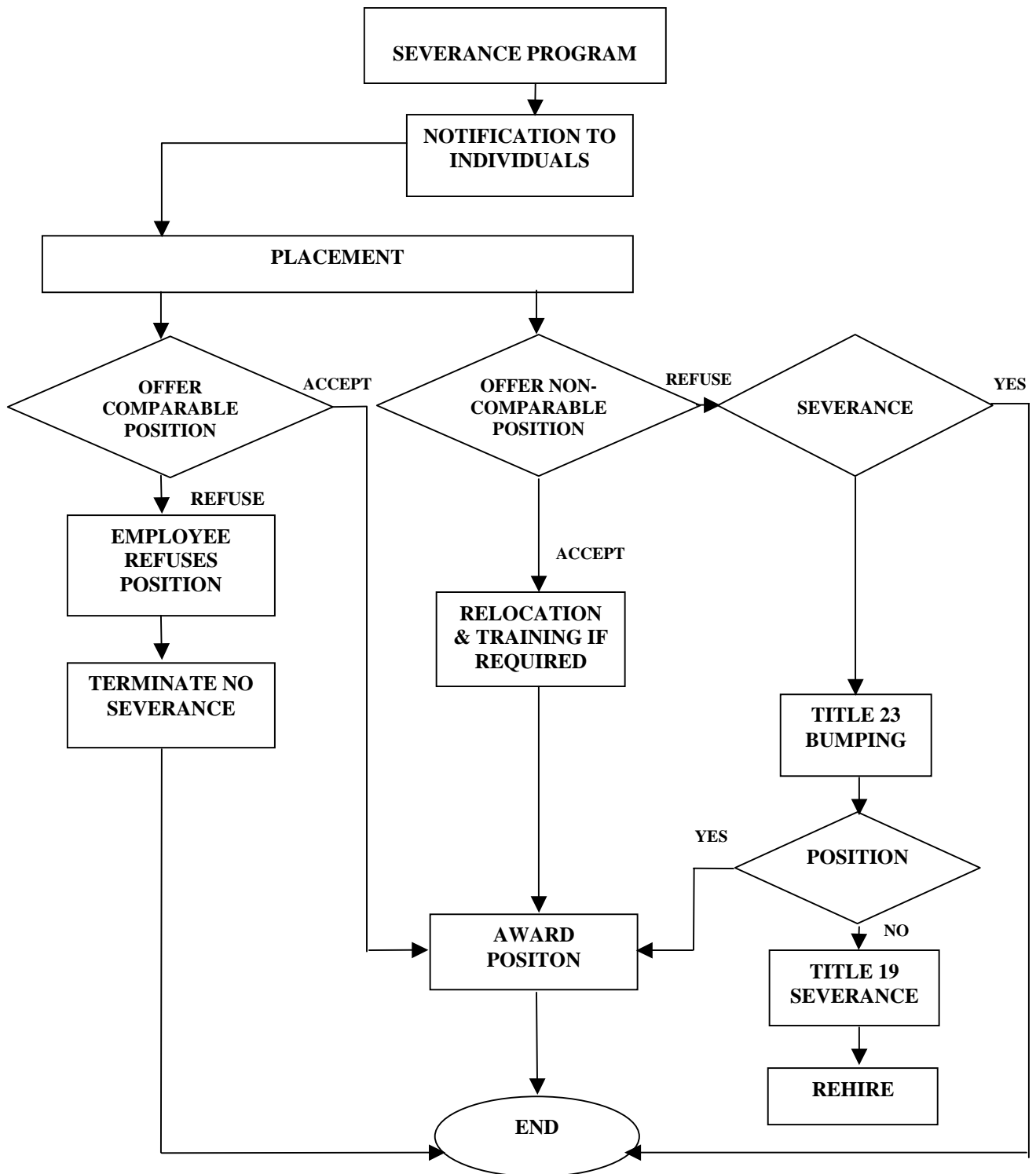
#### BARGAINING UNIT EMPLOYEES SEVERANCE PAY PLAN

Employees are eligible for "severance program" options if they are determined to be no longer required due to displacement as a result of a lack of work, a sale, divestiture, merger, or any other business event as defined by the Company. Affected Employee is defined as an employee in a specific classification and location.

(See 19.10 (D), Severance Program Flow-Chart.)

- A. NOTIFICATION OF INDIVIDUALS: Company will notify Union and employees affected as soon as possible.
- B. PLACEMENT: Company and Union will work to place Affected Employees in available positions for which they are qualified:
1. Volunteers will be requested and selected by Company seniority. If there are no volunteers, reverse seniority will be used to select Affected Employees for severance program.
  2. Affected Employee(s) may be offered a comparable position [defined as the same headquarters location (i.e., Reno/Sparks will be considered one location) and same wage (i.e., comparable or higher wage if qualified)]. The Affected Employee will have five (5) working days to notify the Company of their decision. If the Affected Employee accepts the position, it will be awarded to them at the appropriate wage rate. If the Affected Employee refuses the position, he/she will be terminated with no severance. (Amended 6/11/01)
  3. An Affected Employee offered non-comparable position (defined as requiring relocation of greater than a 35-mile radius and/or wage reduction):
    - (a) The Affected Employee will have five (5) days to notify the Company of his/her decision to accept the offer at the appropriate wage rate.
    - (b) If an Affected Employee accepts and is awarded the position, he/she will be eligible for retraining, if required, and up to \$2000 relocation expense.
    - (c) If an Affected Employee declines, he/she will be eligible for:
      1. Severance defined as:
        - Two (2) weeks of pay for each year of service, with a maximum of 52 weeks
        - A lump sum payment of \$4,500 for training or outplacement services
        - Six (6) months of Company-paid COBRA
- C. If an Affected Employee declines Severance, they will be eligible for consideration under Title 23, Demotion and Layoff Procedure (bumping).

Section 19.10 D - Severance Flow Chart (this chart should only be used as a guide when reviewing Section 19.10)



**TITLE 20  
SUPPLEMENTAL BENEFITS FOR  
INDUSTRIAL INJURY**

- 20.1 When an employee is absent by reason of injury which comes within the application of the Nevada Industrial Insurance Act, the Nevada Occupational Diseases Act, he shall be entitled to supplementary benefits for the duration of such temporary disability. Benefits shall begin with the first work day of absence following the day of injury. The amount of Supplemental benefit payable for each day of absence shall be 85% of the employee's basic daily wage less the sum of any payments to which he may be entitled under the aforementioned acts or any other acts applying to the case. The Company will investigate any employee off work on industrial injury. If there is reason to believe that the intent and/or benefits of this section are being abused, the supplemental benefit will be terminated. After six (6) months off on industrial injury the employee will no longer accrue vacation or sick leave until such time as he reports back to work. Reference is hereby made to Section 16.13, relative to employees permanently injured in the Company's services. (Amended 6/11/01)

## **TITLE 21** **GRIEVANCE PROCEDURE**

- 21.1 Any grievance which may arise between Union or any employee in a Bargaining Unit classification and Company with respect to the interpretation or application of any of the terms of this Agreement and with respect to such matters as the alleged discriminatory or arbitrary discharge, discipline, or demotion of an individual employee shall be processed through the procedure set forth in the following paragraphs of this Title.
- 21.2 An Investigating Committee shall be established and shall consist of at least two (2) members, one (1) appointed by Union and one (1) by Company. (Amended 1/1/95)
- 21.3 A Joint Grievance Committee shall be established consisting of four (4) members appointed by Union, one (1) of which will be the Union Business Representative, and four (4) members appointed by Company. The Grievance Committee shall meet at a time and place to be designated by mutual consent of the members thereof. The meetings shall be limited to one (1) per month but need not be held each month if there is a lack of business for the Committee to conduct.
- 21.4 (a) STEP 1 - As the initial step in the adjustment of an alleged grievance of an employee, the Union Shop Steward shall discuss same with the Supervisor in charge and the Union Shop Steward shall inform the Supervisor that this is the first step of the grievance procedure. The Supervisor shall have five (5) working days from date of notification to give his verbal response.
- (b) STEP 2 - If they are unable to resolve the alleged grievance as provided in Subsection 21.4(a), the Union Shop Steward shall present a written statement of the alleged grievance to the Supervisor in charge within five (5) working days after completion of the first step. Such grievance report form shall have been approved by Company and Union. The Supervisor shall present his answer in writing on grievance form to the Union Shop Steward as soon as possible, but in no event more than ten (10) working days from the date Union Shop Steward presents the written statement of the alleged grievance to the Supervisor in charge.
- (c) Discussions between Union Shop Steward and the Supervisor may be on Company time but shall be at such time and place as not to interfere with the work in progress.
- (d) Grievances shall be introduced at the initial step of the grievance procedure within the time limits specified in subsection (1) and (2) hereof:
1. A grievance involving the alleged discriminatory or arbitrary discharge of an employee shall be introduced at the initial step of the grievance procedure not later than ten (10) working days after an employee discharge becomes effective. Company shall answer, in writing, within five (5) working days after receipt of Union's written grievance.

2. Grievances as described in Section 21.1 other than specified in (1) above shall be introduced at the initial step of the grievance procedure not later than thirty (30) calendar days after the date of the incident or action complained of which is the basis of the grievance, or in a situation beyond the control of the employee, thirty (30) calendar days after the date the employee became aware of said incident or action.
- 21.5 STEP 3 - If the Union Shop Steward and Supervisor involved are not able to reach an agreement on the disposition of a grievance, or if the Company fails to answer within the time limit above, it may be referred by the Shop Steward to the Union's Business Representative. If the alleged grievance is not presented to the third step of the grievance procedure within ten (10) working days after receiving the Supervisor's answer in Step 2; the grievance shall be considered closed. The Union's Business Representative may present such grievance in duplicate on the proper form to the Labor Relations Manager, or alternate. The form shall be completed by the Company and returned to the Union's Committee Chairman within ten (10) working days from receipt thereof.
- 21.6 (a) STEP 4 - If no settlement is reached at Step 3, or the Company fails to submit a written answer within the specified time limit, the Union may refer such alleged grievance to the next step of the grievance procedure, which is the Joint Grievance Committee.
- (b) If the grievance is not settled as provided in Sections 21.4 and 21.5, it shall be discussed by the Joint Grievance Committee at its next regular meeting. The Committee shall consider grievances referred to it as provided in Section 21.5 and shall conscientiously endeavor to effect their settlement. The decision of this Committee shall be final and binding upon both parties. Minutes shall be kept of the Committee's proceedings and the disposition of all grievances shall be recorded.
- (c) All grievances will be processed in the manner prescribed in Sections 21.4 and 21.5 and 21.6(a) except those involving alleged discriminatory or arbitrary discharge, discipline, or demotion of an individual employee, which, if not settled in the manner prescribed in Sections 21.4 and 21.5 shall be referred directly to the Investigating Committee. The Investigating Committee shall make a complete investigation of all the facts pertinent to the grievance and shall strive to reach agreement on disposition of the grievance. Their agreement shall be recorded and shall be final and binding on Company, Union and the aggrieved employee. If the Committee is unable to reach agreement, it shall refer the grievance to the next regular meeting of the Joint Grievance Committee with a full and complete report of its investigation and the separate recommendations of the Investigating Committee members. Company and Union agree that they will attempt to settle grievances involving alleged discriminatory or arbitrary discharge of an individual employee as expeditiously as possible.
- 21.7 STEP 5 - If a satisfactory settlement cannot be reached by the Joint Grievance Committee in two (2) consecutive meetings (unless mutually otherwise agreed), it shall be referred to the Review Committee, such committee to be composed of a Union Representative who was not involved in any of the preceding discussions, and an officer of the Company. This Committee shall meet within thirty (30) working days after the date the case is referred to the Committee, and shall endeavor to make a decision based on the record referred to it. It may, in its discretion, return the grievance to the Joint Committee with a request for further investigation and consideration by that Committee. It may, at its discretion, conduct a hearing on any grievance submitted to it. This Committee shall be authorized to make a decision, which shall be final and binding on Company and Union. If the members agree on the disposition of a grievance a statement to that effect shall be signed by the members. (Amended 1/1/95)
- 21.8 STEP 6 - If a satisfactory settlement cannot be reached under the foregoing procedure, either party may refer the case to arbitration by notifying the other in writing to that effect. Within twenty-one (21) days of such notice, Union and Company shall each notify the other of the persons appointed to act as their representative on the Arbitration Board. An Arbitration Board shall be appointed on each occasion that a grievance is submitted to arbitration. The Board

shall be composed of three (3) members, one (1) to be appointed by Union; one (1) to be appointed by the Company. At the earliest convenience of the representatives after their appointment, they shall meet for the purpose of selecting the third member who will serve as Chairman of the Board. In the event the parties are unable to agree on a person to act as a third member, within forty-eight (48) hours they shall jointly request the Director of Federal Mediation and Conciliation Service to submit a list of five (5) persons qualified to act as a third member. After receipt of such list, the Union and Company shall alternately challenge two (2) names, the party to have first choice to be determined by lot. The remaining name shall be accepted as Chairman of the Board. The Arbitration Board shall hear all evidence and arguments on the points in dispute and the written decision of a majority of the members of such Board shall be final and binding upon the parties hereto. The Board shall have jurisdiction and authority to interpret and apply the provisions of this Agreement, insofar as shall be necessary to the determination of the grievance of complaint, but it shall not have jurisdiction or authority to alter in any way the provisions of this Agreement.

The Board may make such retroactive award, or settlement, of any grievance or complaint as the equities of the case may demand, but in no event shall any award be retroactive beyond the date of the occurrence of the latest incident which gave rise to the grievance, nor shall any award be retroactive for more than one (1) year prior to date of submission of grievance at Step 3. The Company and the Union shall each bear the expense of its own representatives. The expense of the third party shall be borne equally by the Company and the Union. Either party may call any employee as a witness in any proceeding before the Arbitration Board, and if the employee is on duty, the Company agrees to release such employee from duty so he may appear as a witness. If an employee is called to appear before the Board, the party calling the witness will reimburse him for all expenses including time lost.

- 21.9 The disqualification of a preferred bidder as provided in Section 16.5 to a job classification listed in Exhibit C by reason of Company application of Section 16.10 shall be referred to Union's member of the Investigating Committee. The Union's member shall within fourteen (14) calendar days notify Company member that an investigation is desired. If no notification is made the award shall be made permanent. Where notification is given the Committee shall make a complete investigation of all the facts pertinent to the grievance and this investigation shall substitute as the initial step in the adjustment of a grievance provided in Section 21.4. Such investigation shall commence as soon as reasonably possible after referral and the Committee shall diligently carry on its investigation and shall strive to reach agreement on disposition of the grievance. Their agreement shall be recorded and shall be final and binding on Company, Union and the aggrieved employee. If the Committee is unable to reach agreement it shall refer the grievance to the next regular meeting of the Joint Grievance Committee with a full and complete report of its investigation and the separate recommendations of the Committee members.

## **TITLE 22** **EMPLOYEE BENEFIT PROGRAMS**

The Company maintains the right to make administrative changes to any benefit plan that *will not* adversely affect the employee's benefit or cost of such benefit, but may reduce the Company's obligation. These changes will be reviewed and discussed with the Joint Wages and Benefits Committee.

Except in the event of the election of a different funding medium by the Company, if any Benefit Plan is terminated, the Union or Company shall have the right to open negotiations for the purpose of negotiating a replacement plan or program but for no other purpose.

### **22.1 Retirement**

1. The retirement system for all regular employees shall be the Public Employee Retirement System of Nevada (PERS) in accordance with applicable provisions of Nevada Revised Statutes (NRS), which includes the choice of Employer Pay contribution or Joint

Employee/Employer contribution. Company will pay 100% of the Employees contribution to PERS. Employees shall be credited with service in PERS only from June 11, 2001 forward and shall include any prior PERS service Employees may be entitled to, notwithstanding the fact that Employees' seniority is counted from their date of hire by SPPC. (Amended 6/11/03)

## 22.2 Post Retirement Medical

1. Employees who "retire" under the qualified Retirement Plan (minimum age 55 with at least 10 years of service), are eligible for Post Retirement Medical benefits.
2. Employees retiring on or after July 1, 1998, who are under age 65, will pay 20% of the applicable Medical Plan premium (including Dental and Vision); plus an additional 4% of the applicable Medical Plan premium (including Dental and Vision) for each year less than 20 full years of Credited Service.
3. Employees retiring on or after January 1, 1998, who are age 65 or over, or who subsequently become age 65, will be offered the same HMO as active BU employees, a Medicare Supplement Plan (plan design to be determined and mutually agreed upon in the Joint Wages and Benefits Committee), and a Medicare Risk Contract.
4. Employees retiring on or after July 1, 1998, who are age 65 or over, will pay 15% of the applicable Medical Plan premium (including Dental and Vision); plus an additional 4% of the applicable Medical Plan premium (including Dental and Vision) for each year less than 20 full years of Credited Service. If a retiree elects to participate in a Medicare Risk Contract, the 15% premium will be waived; any additional premium for years of Credited Service less than 20 shall apply. In addition, retirees age 65 or over are required to enroll in and pay the cost of Medicare Part "B" or Medicare Part "C".
5. **Grandfathering:** Employees who are age 60 or greater with at least 10 years of service as of July 1, 1998, will not be required to pay 20% (or 15% if over age 65) of the applicable premium at the time they retire, but will be required to pay 4% for each year less than 20 full years of Credited Service. For example, an employee who turns 60 on May 1, 1998, but chooses to retire May 1, 2001, when he has 20 years of service, will not be required to pay 20% of his applicable Medical Plan premium.
6. Retirees may choose to waive their medical coverage at the time of retirement or any time thereafter. Waiver is permanent.
7. Retirees may change plans once each year during an annual open enrollment period without pre-existing exclusions. Retirees can change their coverage level (retiree only; retiree plus spouse; etc.) if they incur a family status change within the plan year.
8. Medical Plan premiums will be actuarially determined each plan year. Retirees will be rated separately from active employees for self-funded plans.
9. Unless the parties design a more mutually acceptable plan, all new employees hired on or after January 1, 1998, will receive an individual account balance for post retirement medical equivalent to \$1,250 per year of Credited Service at the time they retire. Details of plan design and administration will be deferred to Joint Wages and Benefits Committee prior to any employee first becoming eligible.

### **22.3 Deferred Compensation (457 Plan)**

1. The Section 457 Deferred Compensation Program for Bargaining Unit Employees of Truckee Meadows Water Authority is provided by the ICMA Retirement Corporation and is the Plan in effect during the term of this Contract. For more detailed information regarding the Plan, refer to the Plan Document distributed by the Plan.
2. The Company will pay the normal administrative fee for all plan participants.
3. The maximum employee contribution is defined by Federal law.
4. The Company will provide a match of one dollar (\$1.00) for each dollar of employee contributions up to three (3) percent of the following total earnings: (amended 6/11/03)
  - a) Base Pay
  - b) Incentive compensation
  - c) Out-of-Town
  - d) Upgrade
  - e) Shift Premium
  - f) Overtime
  - g) Rest Period
  - h) Pager Pay
  - i) Any other cash earnings
5. The investment options shall be those made available through the ICMA Retirement Corporation.
6. Changes to allocations, payroll deductions, etc., and transfers among funds can be done at any time.
7. Plan withdrawal is defined by Federal law.
8. If an employee reaches the IRS limit at any time during the tax year, and their company match is negatively affected, their company match will be made whole within 30 days following the end of the plan year.

### **22.4 Medical, Dental, and Vision**

1. The Medical, Dental and Vision Plan for Bargaining Unit Employees of Truckee Meadows Water Authority shall be those provided to regular employees of the City of Reno. For more detailed information regarding the Medical Plans refer to the Summary Plan Descriptions.
2. An Internal Revenue Service Section 125 is established to allow pre-tax premium contributions.
3. The Medical Plan provides the following three (3) options:
  - a. A preferred provider plan
  - b. A health maintenance plan
  - c. No coverage, contingent upon proof of other insurance
4. Elections of medical plan options will be made each year during a switch enrollment period. The election remains in effect for the entire Plan year, unless employee incurs a "Family Status Change" as defined by Internal Revenue Code Section 125.

5. The rate structure for the Medical Plan options shall consist of four-tiers: employee only; employee and spouse; employee and child or children; and, employee and family. Employee contributions will be made bi-weekly on a pre-tax basis.
6. The Company will pay one hundred (100) percent of the premium for the employee only coverage premium.
7. The Company will pay fifty-five (55) percent of the dependent coverage premium.
8. Employees working less than a full-time work schedule will be required to pay a prorated premium for the employee only and dependent coverage categories based on the regular hours scheduled.
9. The rates and the level of benefits will be determined by the City of Reno.

## **22.6 Group Life Insurance**

1. All regular, full-time, Bargaining Unit employees shall have Group Life Insurance coverage with a basic benefit level of one (1) times base salary. Employees who “retire” under the Nevada PERS retirement system will continue with the amount in force at retirement until age 70 at which time it reduces to one-half of the amount. At age 75, it reduces to \$2,000.
2. The Company will provide Bargaining Unit employees the opportunity to purchase optional life insurance at employee cost. This will be in the form of group term life subject to any underwriting restrictions imposed by the insurance carrier. Employee contributions will be made bi-weekly on a post-tax basis.

## **22.7 (Deleted 6/11/01)**

## **22.8 Long-Term Disability Income Plan**

1. The Company will provide Bargaining Unit employees with the long-term disability insurance at company cost.
2. Coverage amount is equal to sixty-six and two-thirds (66-2/3) percent of the individual’s pre-disability monthly base wage up to age sixty-five (65) in accordance with the terms of the long term disability policy.
3. The “own occupation” disability period is twenty-four (24) months.
4. Maximum benefit amount is \$5,000/month.

## **22.9 Benefits for Part-Time Employees**

1. The following provisions apply to part-time employees hired on or after January 1, 1995, and to part-time employees who assume full-time status and subsequently revert to part time on or after January 1, 1995, and to full-time employees who become part-time on or after January 1, 1995.
  - a) Allowance for vacation, sick leave, holidays and other nonproductive time will be prorated as described in Title 3.5(a).
  - b) To participate in the benefits programs, employees must work a minimum of 20 hours per week.
  - c) All welfare benefits will have the appropriate premium allocation between Company and the employee based on the following formula:

1. Twenty (20) hours per week = one-half (1/2) time.
2. More than twenty (20) but less than thirty-one (31) hours per week = three-quarter (3/4) time.
3. Thirty-one (31) or more hours per week = full time.

#### **22.10 Joint Benefits Committee**

1. A Joint Benefits Committee was established as of January 1, 1995, for the purpose of reviewing Medical, Benefit and Dependent Care costs, issues and trends and to make non-binding recommendations for improving savings and enhancing Medical, Benefit and Dependent Care Programs/Policies and to assist employees in dealing with Child/Elder Care issues. The Joint Benefits Committee meets at least quarterly unless mutually agreed to meet more often when necessary. Direct payroll costs for Bargaining Unit members are shared equally by Local #1245 and Company. Either party may cancel this agreement with 30 days notice. (Amended 6/11/03)
2. The Committee will consist of the Union Business Representative and four (4) Union members and the Representative of the General Manager and four (4) MPAT employees assigned by the General Manager. The Committee will be chartered to review health and welfare plans, and 457 plans during the term of the contract. (Amended 6/11/03)

#### **22.11 Time Off for Jury Duty and Serving as a Witness (Added 10/25/00)**

Employees who serve on jury duty or are subpoenaed to testify as a witness in court during regularly scheduled working hours will be excused from work and will receive their regular pay for the time they are required to serve. The employee may retain jury or witness fees.

An employee who is served with a summons for jury duty or a subpoena to appear as a witness must notify his supervisor as soon as possible.

Upon being discharged from jury duty or appearing as a witness, the employee is expected to report to work for the remainder of his regular work schedule.

If an employee has brought legal action against another party and is subpoenaed to appear as a result of filing such action, then the employee is not entitled to pay for any time away from work.

#### **22.12 Time Off for Funerals (Added 6/11/01)**

A regular employee will be allowed time off, without loss of pay, to attend funerals of members of his immediate family and other individuals provided he gets approval from his supervisor in advance.

In the case of death of a member of the employee's immediate family, the employee will be allowed not more than three consecutive work days off at the time of the funeral. Immediate family includes spouse, children (foster and/or step), parents, parents-in-law, brothers, sisters, brothers-in-law, sisters-in-law, grandparents, and grandchildren.

Attendance by an employee at funerals of individuals other than members of the employee's immediate family (such as other relatives, fellow employees, friends, and business acquaintances) will be limited to a maximum of 24 working hours in any calendar year, to be taken in increments of no more than eight hours.

Employees will be paid funeral pay for the amount of time they are actually absent from their job during their regularly scheduled working hours. Pay will be calculated at the employee's regular straight-time earnings rate.

#### **22.13 Military Leave (Added 6/11/01)**

The Company provides military leave of absence with pay (less military wages) for regular and probationary employees for fourteen days annually.

## TITLE 23 **DEMOTION AND LAYOFF PROCEDURE**

### **23.1**

#### **I. General Rules**

- (a) Employees shall be given as much notice as practicable of Company's proposed action. Following such notice, and prior to the date of the actual layoff, employees to be affected by the procedure shall be considered as though they have already been demoted, and notwithstanding the provisions of Title 16, have their bids to fill vacancies in the normal line of progression considered under the provisions of VI below.
- (b) An employee's Company seniority, as defined in Sections 3.7 and 8.1 shall be determining factors in the application of this procedure.
- (c) Where a vacancy in an appropriate classification exists, the filling of such vacancy shall be in accordance with the appropriate provisions of this procedure. If such vacancies exist at more than one (1) headquarters, Company shall provide an employee with a list of such vacancies and the location thereof. Employee may then elect to fill any of such vacancies for which he has sufficient Company seniority [I (b)].
- (d) An employee may not elect to demote another employee whose Company seniority is equal to or greater than his own. An employee may not demote an employee in a classification having a wage rate higher than that of his own classification.
- (e) Employees scheduled for demotions under this procedure shall exercise one (1) of two (2) options:
  - 1. Employee may demote a junior employee in the employee's present job classification at another headquarters, or
  - 2. Employee may demote within his occupational group at his present headquarters.

In either of these options, the demoted employee shall be considered to have displaced the most junior employee in the classification.

If the exercise of Options (e) 1) and/or (e) 2) would result in a senior employee being laid off, then, and only then, the employee may exercise Option 3). If exercise of this Option would still result in a senior employee being laid off, the employee may then exercise Option 4).

- 3. Employee may demote a junior employee in any occupational group at his present headquarters.
- 4. Employee may demote a junior employee in any occupational group at any headquarters.

Options 3) and 4) above are intended to protect employees whose job classifications fall "below the entry level line", but who have more seniority than other employees in occupational groups and/or headquarters. In either of these options, the demoted employee shall be considered to have displaced the most junior employee in the job classification at that headquarters location.

(f) In the application of this procedure, an employee shall not be placed in a job unless qualified to perform the duties.

## II. Notices

The following notices shall be given in connection with the demotion and layoff provisions of this procedure.

- (a) Company will give an employee who is to be demoted as much notice thereof as possible, but not less than three (3) days, advising him of the classification to which he is to be demoted and whether there are any jobs with respect to which he may exercise an election by filling a vacancy or by demoting another employee.
- (b) Not more than three (3) days after receiving the notice provided for in Subsection (a), the employee shall advise the Company of his decision with respect to exercising the election. If he desires to exercise the election, Company shall, within two (2) days thereafter, provide him with a list of the jobs and the locations thereof to which the election may be applied.
- (c) Within three (3) days after receipt of the list described in Subsection (b), the employee shall notify Company of his election to transfer and indicate the job locations in the order of his preference. Preferential consideration shall be given to employees in the order of their Company seniority. While Company shall endeavor to give effect to an employee's preference in the order he has indicated, Company seniority shall be the determining factor where two (2) or more employees express a preference for a single job classification or headquarters location. Company shall notify an employee as to the specific location to which he will be transferred and the effective date of the transfer.
- (d) An employee's failure to give the notices prescribed in Subsections (b) and (c) will operate to forfeit his right of election.
- (e) Any transfer resulting from the application of this Section shall be effective not later than fifteen (15) days from the giving of the notice provided for in Subsection (a).

## III. When a demotion is to be made in a job classification(s) at a Company headquarters [see I (e)], the employee(s) with least Company seniority in such classification(s) shall have the option to:

- (a) Elect to displace that employee in his same classification and occupational group within the Company who has less Company seniority than he.
- (b) Elect to demote to the next lower classification in the reverse order of the normal line of progression in his occupational group.

An employee shall be demoted on a step by step basis; that is, he shall first be demoted in the reverse order of the normal line of progression for his classification to the next lower classification. If successive demotions must be made, the same procedure shall apply at each step until the employee is either placed in another job or is laid off. If more than one (1) demotion is to be made, the described procedure shall first be applied to the highest classification to be affected, and then to successively lower classifications.

- (c) If an employee cannot for any reason effect an election in accordance with (a) or (b) above, he shall demote into the general demotional pool.
- (d) All jobs below entry line, in Exhibit C, shall be considered as a general demotional pool for demotion purposes. All demotions to be by Company seniority. (Amended 6/11/01)  
**Note:** See Attachment IV, Lines of Progression Diagram, for details.
- (e) In all demotions and/or layoffs, the employees demoting into a job must be able and willing to perform the duties of the job with a minimum of further training. Company shall make the determination of minimum training needed in all such cases.

(f) Journeymen who can demote apprentices shall retain Journeyman status and the junior apprentice(s) shall be demoted.

IV. Layoff

If there is no job to which the employee can demote under III above, he or she will be laid off.

V. Notice of Layoff

When it is necessary for Company to lay off employees because of lack of work, Company shall give employees involved as much notice thereof as practicable, but in no event shall an employee be given less than thirty (30) calendar days' notice of layoff, provided, however that notice of layoff need not be given to employees who are employed on a temporary or probationary basis.

VI. Accelerated Promotion

For the purpose of enabling employees who have been demoted or transferred under the provisions of this procedure, Company will give preferential consideration in the following sequence to the bids made by such employees on any job vacancy:

- (a) Bids made by employees who formerly worked in such job classification and headquarters; demoted from such classification from such headquarters. An employee's bid shall not be considered under this subsection if following his demotion or transfer he has not exercised each opportunity available to him to bid on a job in his former classification and headquarters;
- (b) Bids made by employees listed in Subsection (a) above who formerly worked in such job classification.

In considering, under Subsection (a) or (b), bids received from two (2) or more employees on the same job, Company shall give preferential consideration to the bid made by the employee who has the greatest Company seniority.

An employee who has been demoted or transferred under the provisions of this procedure who thereafter voluntarily removes himself from the Line of Progression and occupational group to which he was previously transferred or demoted shall not be given consideration under this section.

VII. Enabler

By written agreement between Company and Union, special provisions may be substituted for the provisions of this procedure. (Added 5/1/82)

**TITLE 24**  
**TERM OF AGREEMENT**

- 24.1 This Agreement shall take effect as of June 11, 2003. The term of this Agreement shall continue in full force and effect until the eleventh day of June, 2006 and thereafter from year to year unless written notice of change or termination shall be given by either party ninety (90) days prior to the expiration date above or the expiration date of any year thereafter. (Amended 6/11/03)
- 24.2 Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, and until a satisfactory conclusion is reached in the matter of such changes, the original provision shall remain in full force and effect.
- 24.3 This Agreement shall not be amended or supplemented except by agreement of the parties hereto, reduced to writing and duly signed by each.
- 24.4 This Agreement cancels and supersedes that certain Agreement and Exhibits attached thereto entered into on (January 1, 1998), by SPPC and IBEW.

AGREEMENT BETWEEN  
TRUCKEE MEADOWS WATER AUTHORITY  
AND  
LOCAL UNION 1245  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

June 11, 2003 through June 10, 2006

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written, acting by and through their duly authorized officers.

TRUCKEE MEADOWS WATER AUTHORITY

LOCAL UNION 1245 OF THE  
INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS,  
AFL-CIO

\_\_\_\_\_  
Lori Williams, General Manager

\_\_\_\_\_  
Perry Zimmerman, Business Manager

\_\_\_\_\_  
Tony Armstrong, Chairman of the Board

\_\_\_\_\_  
Ed Mallory, President

AGREEMENT BETWEEN  
TRUCKEE MEADOWS WATER AUTHORITY  
AND  
LOCAL UNION 1245  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

June 11, 2003 through June 10, 2006

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written, acting by and through their duly authorized officers.

TRUCKEE MEADOWS WATER AUTHORITY  
MANAGEMENT NEGOTIATION TEAM

LOCAL UNION 1245 OF THE  
INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS,  
AFL-CIO, NEGOTIATING TEAM

\_\_\_\_\_  
Mark Foree

\_\_\_\_\_  
Dennis Bergstrom

\_\_\_\_\_  
Paul Miller

\_\_\_\_\_  
Chip Chadwick

\_\_\_\_\_  
Jeff Tissier

\_\_\_\_\_  
Tim Flanagan

\_\_\_\_\_  
Kim Mazeris

\_\_\_\_\_  
Mark Patterson

\_\_\_\_\_  
Jeff Westwood

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Santiago Salazar

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**ATTACHMENT I**

**EXHIBIT "A" (1)**

(As Amended June 11, 2001)

**WAGES**

- (Deleted 6/11/01)
  
- (Deleted 6/11/01)
  
- Wage increases under new Agreement: (Amended 6/11/03)
  - June 11, 2003                      Base    3.50%
  - June 11, 2004                      Base    3.50%
  - June 11, 2005                      Base    3.50%
  
- Team Incentive Award (TIA) under new Agreement: (Amended 6/11/03)
  - 06/11/03 – 06/11/04              Base    3.00%
  - 06/11/04 – 06/11/05              Base    3.00%
  - 06/11/05 – 06/11/06              Base    3.00%
  
- Shift premium (Amended 6/11/03)

	2003	2004	2005
• 2nd shift	\$1.10	\$1.10	\$1.10
• 3rd shift	\$2.00	\$2.40	\$2.80
  
- Severance (see Title 19.10 – Amended 6/11/01)
  
- (Deleted 6/11/01)

**TEAM INCENTIVE AWARD**

Minimum corporate performance requirements must be achieved as under the current plan: financial goals will be weighted 50% and customer satisfaction goals will be weighted 50%.

Extraordinary events affecting performance of a goal may be considered by the Board in determining the size and existence of the award. **If non-bargaining unit employees receive an award, bargaining unit employees will receive an award.**

TIA's will be calculated as follows:

**TIA target percent (3%) x annual base of prior year wages x Company results for performance year**

Annual award to be paid in late July or early August for the prior year's performance; the first award for bargaining unit employees may be paid in 2002.

All regular full time and part time employees with an overall satisfactory performance rating (or above) and who work for the Company through June 11, may be eligible to receive a TIA. Employees who resign or are terminated during the year (on or before June 11) will not receive a TIA. Prorated awards may be made for employees with satisfactory performance who leave the Company in the event of retirement, long-term disability or death.

Employees with less than satisfactory performance (as documented in the current "Employee Performance Appraisal") will not receive a TIA. If an employee does not receive an annual performance appraisal, that employee's performance will be assumed to be satisfactory. By July 11th of each year, a list of all employees whose performance is rated less than satisfactory will be presented to the I.B.E.W. Business Representative. If a grievance is filed on behalf of those employee(s) who are rated less than satisfactory, such grievance may be referred directly to the third step of the grievance process.

TIAs will be based on standard (2,080) hours per year, not to include overtime. TIAs will be prorated if an employee is absent from work for more than one month.

(Amended 6/11/01)

## WAGES

Job Class	Job Title	Wage Step	2002 Wage	June 11, 2003 Wage 3.5% Increase	June 11, 2004 Wage 3.5% Increase	June 11, 2005 Wage 3.5% Increase
7691	Apprentice, Fitter	Start	\$20.72	\$21.45	\$22.20	\$22.97
		6 Months	\$21.41	\$22.16	\$22.93	\$23.74
		1 Year	\$22.37	\$23.15	\$23.96	\$24.80
		18 Months	\$23.02	\$23.83	\$24.66	\$25.52
7692	Apprentice, Fitter/Welder	Start	\$20.72	\$21.45	\$22.20	\$22.97
		6 Months	\$21.41	\$22.16	\$22.93	\$23.74
		1 Year	\$22.37	\$23.15	\$23.96	\$24.80
		18 Months	\$23.02	\$23.83	\$24.66	\$25.52
7652	Apprentice, Mechanic, Hydro/Generation	Start	\$22.24	\$23.02	\$23.82	\$24.66
		6 Months	\$22.78	\$23.58	\$24.40	\$25.26
		1 Year	\$23.90	\$24.74	\$25.60	\$26.50
		18 Months	\$24.46	\$25.32	\$26.20	\$27.12
		2 Years	\$25.56	\$26.45	\$27.38	\$28.34
		30 Months	\$26.68	\$27.61	\$28.58	\$29.58
7683	Apprentice, Mechanic Maintenance/Control-WP	Start	\$22.24	\$23.02	\$23.82	\$24.66
		6 Months	\$22.78	\$23.58	\$24.40	\$25.26
		1 Year	\$23.90	\$24.74	\$25.60	\$26.50
		18 Months	\$24.46	\$25.32	\$26.20	\$27.12
		2 Years	\$25.56	\$26.45	\$27.38	\$28.34
		30 Months	\$26.68	\$27.61	\$28.58	\$29.58
7643	Apprentice, Operator, Water Plant	Start	\$22.78	\$23.58	\$24.40	\$25.26
		6 Months	\$23.90	\$24.74	\$25.60	\$26.50
		1 Year	\$24.46	\$25.32	\$26.20	\$27.12
		18 Months	\$25.56	\$26.45	\$27.38	\$28.34
		2 Years	\$26.68	\$27.61	\$28.58	\$29.58
7632	Apprentice, Technician, Electrical, Plant	Start	\$22.24	\$23.02	\$23.82	\$24.66
		6 Months	\$22.78	\$23.58	\$24.40	\$25.26
		1 Year	\$23.90	\$24.74	\$25.60	\$26.50
		18 Months	\$24.46	\$25.32	\$26.20	\$27.12
		2 Years	\$25.56	\$26.45	\$27.38	\$28.34
		30 Months	\$26.68	\$27.61	\$28.58	\$29.58

<b>Job Class</b>	<b>Job Title</b>	<b>Wage Step</b>	<b>2002 Wage</b>	<b>June 11, 2003 Wage 3.5% Increase</b>	<b>June 11, 2004 Wage 3.5% Increase</b>	<b>June 11, 2005 Wage 3.5% Increase</b>
7620	Fitter	Start	\$24.98	\$25.85	\$26.76	\$27.70
7460	Fitter/Welder	Start	\$28.36	\$29.35	\$30.38	\$31.44
6825	Foreman, Customer Services Rep, Working	Start	\$24.33	\$25.18	\$26.06	\$26.98
6005*	Foreman, General Customer Services Rep, Working	Start	\$26.76	\$27.70	\$28.67	\$29.67
6042*	Foreman, General, Heavy, Water	Start	\$35.71	\$36.96	\$38.25	\$39.59
6011*	Foreman, General, Hydro/Generation, Working	Start	\$35.71	\$36.96	\$38.25	\$39.59
6043*	Foreman, General, Light, Water	Start	\$34.16	\$35.35	\$36.59	\$37.87
6016*	Foreman, General, Mechanic, Hydro/Generation Working	Start	\$35.71	\$36.96	\$38.25	\$39.59
6017*	Foreman, General, Mechanic, Maintenance and Control, Working	Start	\$35.71	\$36.96	\$38.25	\$39.59
6044*	Foreman, General, Shift, Water Treatment, Working	Start	\$35.71	\$36.96	\$38.25	\$39.59
6396	Foreman, Hydro/Generation, Working	Start	\$32.46	\$33.60	\$34.77	\$35.99
6395	Foreman, Light, Working, Water	Start	\$28.48	\$29.48	\$30.51	\$31.58
	Foreman, Light, Working, Water	Grade II	\$29.77	\$30.81	\$31.89	\$33.01
	Foreman, Light, Working, Water	Grade III	\$31.05	\$32.14	\$33.26	\$34.42
6071	Foreman, Maintenance, Hydro/Generation, Working	Start	\$32.46	\$33.60	\$34.77	\$35.99
6285	Foreman, Mechanic Maintenance/Control-WP	Start	\$32.46	\$33.60	\$34.77	\$35.99
6297	Foreman, Shift, Water Treatment, Working	Start	\$32.46	\$33.60	\$34.77	\$35.99

<b>Job Class</b>	<b>Job Title</b>	<b>Wage Step</b>	<b>2002 Wage</b>	<b>June 11, 2003 Wage 3.5% Increase</b>	<b>June 11, 2004 Wage 3.5% Increase</b>	<b>June 11, 2005 Wage 3.5% Increase</b>
6280	Foreman, Working, Heavy, Water	Start	\$29.77	\$30.81	\$31.89	\$33.01
		Grade II	\$31.12	\$32.21	\$33.34	\$34.51
		Grade III	\$32.46	\$33.60	\$34.77	\$35.99
9239	Helper	Start	\$16.45	\$17.03	\$17.62	\$18.24
		6 Months	\$17.75	\$18.37	\$19.01	\$19.68
		1 Year	\$19.03	\$19.70	\$20.39	\$21.10
		18 Months	\$20.67	\$21.39	\$22.14	\$22.92
7405	Inspector	Start	\$27.11	\$28.06	\$29.04	\$30.06
		1 Year	\$28.48	\$29.48	\$30.51	\$31.58
7410	Inspector, Construction	Start	\$27.11	\$28.06	\$29.04	\$30.06
		1 Year	\$28.48	\$29.48	\$30.51	\$31.58
7350	Mechanic, Hydro/Generation	Start	\$29.51	\$30.54	\$31.61	\$32.72
7585	Mechanic, Maintenance & Control, Certified, WP	Start	\$27.80	\$28.77	\$29.78	\$30.82
7385	Mechanic, Specialist, Maintenance/Control-WP	Start	\$29.51	\$30.54	\$31.61	\$32.72
8776	Operator, Equipment 1	Start	\$21.76	\$22.52	\$23.31	\$24.13
		6 Months	\$22.83	\$23.63	\$24.46	\$25.31
8774	Operator, Equipment II	Start	\$23.09	\$23.90	\$24.73	\$25.60
		1 Year	\$24.15	\$25.00	\$25.87	\$26.78
8773	Operator, Equipment III	Start	\$24.98	\$25.85	\$26.76	\$27.70
8772	Operator, Equipment, Heavy	Start	\$25.80	\$26.70	\$27.64	\$28.60
		1 Year	\$26.29	\$27.21	\$28.16	\$29.15
8325	Operator, Hydro/Generation	Start	\$27.80	\$28.77	\$29.78	\$30.82
8850	Operator, Hydro/Generation, Assistant	Start	\$25.21	\$26.09	\$27.01	\$27.95
8470	Operator, Water Plant, Grade II, Treatment Only	Start	\$26.91	\$27.85	\$28.83	\$29.84

<b>Job Class</b>	<b>Job Title</b>	<b>Wage Step</b>	<b>2002 Wage</b>	<b>June 11, 2003 Wage 3.5% Increase</b>	<b>June 11, 2004 Wage 3.5% Increase</b>	<b>June 11, 2005 Wage 3.5% Increase</b>
8475	Operator, Water Plant, Grade II, Treatment & Distribution	Start	\$27.80	\$28.77	\$29.78	\$30.82
8480	Operator, Water Plant, Grade III, Treatment and Distribution	Start	\$29.51	\$30.54	\$31.61	\$32.72
9776	Representative, Customer Service	Start	\$12.36	\$12.79	\$13.24	\$13.70
		6 Months	\$13.23	\$13.69	\$14.17	\$14.67
		1 Year	\$14.08	\$14.57	\$15.08	\$15.61
		18 Months	\$14.92	\$15.44	\$15.98	\$16.54
		2 Years	\$16.52	\$17.10	\$17.70	\$18.32
		30 Months	\$18.11	\$18.74	\$19.40	\$20.08
		3 Years	\$19.71	\$20.40	\$21.11	\$21.85
9735	Representative, Customer Service, Senior	Start	\$21.84	\$22.60	\$23.40	\$24.21
7625	Serviceman, Water	Start	\$24.98	\$25.85	\$26.76	\$27.70
8150	Specialist, Equipment, Water Treatment	Start	\$29.51	\$30.54	\$31.61	\$32.72
8958	Specialist, Water Supply	Start	\$20.89	\$21.62	\$22.38	\$23.16
		6 Months	\$22.00	\$22.77	\$23.57	\$24.39
		1 Year	\$23.05	\$23.86	\$24.69	\$25.56
7110	Technician, Electrical, Plant, Hydro/Generation	Start	\$30.09	\$31.14	\$32.23	\$33.36
7151	Technician, SCADA	Start	\$30.09	\$31.14	\$32.23	\$33.36
		6 Months	\$30.79	\$31.87	\$32.98	\$34.14
		1 Year	\$31.46	\$32.56	\$33.70	\$34.88

\* All General Foreman position wages will be 10% above the highest paid Foreman position in that specific line of progression

## **ATTACHMENT II**

### **EXHIBIT "B" (1)**

(As Amended, June 11, 2001)

#### **CLASSIFICATIONS AND JOB DESCRIPTIONS**

Note: Classifications preceded by an (\*) are subject to the provisions of Section 5.3(a), (b), (c), (d) and (e).

7691 **\*APPRENTICE, FITTER**

An employee who installs and maintains water pipes, conduits, mains and accessories under the general direction of a Foreman, Fitter, or other experienced and qualified personnel while training for a Journeyman classification. In order to gain experience for advancement, he may be required to work alone or under direct supervision on jobs for which he has been trained and instructed. The employee's education and general qualifications must be such that he is considered capable of obtaining Journeyman status. Before obtaining Journeyman status, he must qualify by test and demonstrate an ability to handle tools and operate equipment, such as earth boring machines, all types of tapping machines, pipe locators, concrete saws, compressors and other equipment commonly used in the trade.

7692 **\*APPRENTICE, FITTER/WELDER**

An employee who installs and maintains water pipes, conduits, mains and accessories under the general direction of a Foreman, Fitter/Welder or other experienced and qualified personnel while training for a Journeyman. In order to gain experience for advancement, he may be required to work alone or under direct supervision on jobs for which he has been trained and instructed. The employee's education and general qualifications must be such that he is considered capable of attaining Journeyman status. Before attaining Journeyman status he must qualify by test under the requirements for gas and electric arc welding for certification in accordance with Department of Transportation regulations. Employees with one (1) year or more Company experience as a Fitter transferring into this classification will be given credit for completion of six (6) months time in the classification and shall not suffer a wage reduction.

7652 **\*APPRENTICE, MECHANIC, HYDRO/GENERATION**

An employee who is engaged in performing work as an assistant to or under the general direction of a Mechanic Hydro/Generation while training for a Journeyman. In order to gain experience for advancement he may be required to work alone or under direct supervision on jobs for which he has been trained and instructed. The employee's educational and general qualifications must be such that he is considered capable of attaining Journeyman status.

7683 **\*APPRENTICE, MECHANIC, MAINTENANCE & CONTROL, WP**

An employee who is engaged in performing as an assistant to, or under the direction of a Maintenance Mechanic & Control, WP, while training for a Journeyman. In order to gain experience for advancement he may be required to work alone or under direct supervision on jobs for which he has been instructed. The employee's educational background and general qualifications must be such that he is considered capable of attaining Journeyman status.

7643 **\*APPRENTICE, OPERATOR, WATER PLANT**

An employee who assists the Water Plant Operators as required and who is in training to acquire the experience and develop the skills necessary for advancement to Operator, Water Plant. In order to gain experience for advancement, he may be required to work alone or under direct supervision on jobs for which he has been trained or instructed. The employee in this classification will be required to progress to the one-year rate of pay. Grade II Distribution and Treatment certifications will be required to progress to the two-year rate of pay. His education and general qualifications must be such that he is considered capable of attaining Journeyman status.

- 7632 \*APPRENTICE, TECHNICIAN, ELECTRICAL, PLANT, HYDRO/GENERATION  
 An employee who is engaged in performing work as an assistant to, or under the general supervision of a Journeyman Plant Electrical Technician. In order to gain experience for advancement, he may be required to work alone or under direct supervision on jobs for which he has been trained and instructed. His education and general qualification must be such that he is considered capable of attaining Journeyman status.
- 7620 \*FITTER  
 An employee who is qualified by experience, training and knowledge to install and repair water services, mains and appurtenances, locate and repair leaks, do miscellaneous pipe fitting and operate equipment such as earth boring machines, all types of tapping machines, pipe locators, concrete saws and compressors. He locates and repairs leaks. Understands the use of tools in connection with pipe work and the installation of all types of pipe. May be required to prepare ground for installation of mains and services and restore ground to required condition. May be assigned to other work as the occasion arises, including the installation of meters and regulators. Must have six (6) months of applicable experience or equivalent in the Water Department.
- 7460 \*FITTER/WELDER  
 An employee who installs and repairs water pipes, conduits, mains and accessories. Does gas and electric welding and is required to be certified by testing in accordance with the Department of Transportation regulations and repair work on water lines and their accessories as required and, in addition, will be required to operate all tools used on water leakage detection equipment. Will be required to prepare ground for the installation of mains and services and restore ground to required condition. May be assigned to other work as the occasion arises, including the installation of meters and regulators.
- 6825 \*FOREMAN, CUSTOMER SERVICE REPRESENTATIVE, WORKING  
 An employee who is directly in charge of and directs a crew of Customer Services Representatives in the day-to-day operations of the Phone Center, Customer Lobby, Customer Billing, Customer Systems Controls, Credit and Collections, Service Center and/or District Office operations. Will also be in charge of and direct the work of meter reader/collectors. Will be responsible for scheduling, logging attendance, maintaining daily work schedules, time sheets and monitoring Customer Services Representatives and Meter Readers/Collectors to assure quality in their transactions with customers. Also prepare their performance appraisals and be thoroughly familiar with the work procedures and methods for the area of work assigned and skilled in all areas of the Customer Service Representative position. They may be required to assist representatives in on-the-job training and answer questions as they arise. They will also handle those customers who wish to have their questions or complaints answered on a higher level. Required to make independent decisions as necessary to satisfy customer needs. Also required to perform tasks as delegated by their Supervisor. Must have successfully performed as a Customer Service Representative for at least three (3) years.
- \*FOREMAN, GENERAL, WORKING (UPGRADE ONLY)  
 An employee assigned on an upgrade basis only at the Company's discretion, to assume a leadership role under any combination of the following circumstances:
    - On special projects when required to direct crew operations and coordinate all aspects of construction, maintenance and repair of Company facilities. Will aid in the design of facilities and also participate in the planning stages of such projects,
    - Replace a supervisor who will be absent from their duties for an extended time period,
    - When directing the work of other foremen and their crews (foreman over foreman),
    - Other circumstances as deemed appropriate by management.
 An employee assigned to this upgrade must have been a journeyman in their occupation for a minimum of six (6) years or a foreman or equivalent for at least two years. Will be required to communicate effectively and contribute to a positive team environment to provide quality service to both external and internal customers.
  - See Wage Table for appropriate job class upgrade number.

- 6396 \*FOREMAN, HYDRO/GENERATION, WORKING  
An employee who, under general supervision, is in charge of and responsible for the operation of Hydro, Stand-by Diesel and Combustion Turbine Plants. The employee is directly responsible for the day to day Operation & Maintenance of all hydro and water production flumes, ditches, diversion dams, head gates and related facilities. Will be required to direct and inspect work being performed on all hydro plants and waterways. Will be required to measure and record water flows, operate ditch and dam headgates on all Company waterways from the upriver storage dams to all hydro plant intakes. Must have at least two years experience as a Hydro/Generation Operator and possess the knowledge and skills through experience and training to direct and train the Hydro/Generation Operator or Apprentice Operator. The employee will be responsible to determine the lumber and hardware needed for flume and penstock repairs and rebuilds and may be required to provide construction management and inspection. He shall be responsible for controlling the Verdi Lumberyard inventory and access. The employee shall be responsible for keeping proper records of plant operations, maintenance and outages. The employee shall be thoroughly familiar with Company dispatching and clearance rules electrical and mechanical tagging and safety rules. In the absence of management, the employee shall be the controlling party of all hydro and related facilities and is authorized to issue and grant all clearances. The employee must possess a current driver's license and be qualified to render first aid.
- 6071 \*FOREMAN, MAINTENANCE, HYDRO/GENERATION, WORKING  
An employee who, under general supervision, is engaged in performing all types of hydro and generation maintenance having full charge of and directing entire crew. Must be a Journeyman Hydro and Generation Mechanic or Plant Technician, Hydro and Generation, with at least two (2) years experience as such or its equivalent. An employee who is qualified and regularly engaged in performing all types of hydro, diesel, and turbine generation maintenance, including maintenance of engine turbo chargers, oil systems, cooling systems and all related plant facilities. Employee shall also perform all types of mechanical and electrical maintenance to water production and distribution facilities for which he is qualified. Employee shall possess a current driver's license and be qualified to render first aid.
- 6285 \*FOREMAN, MECHANIC, MAINTENANCE & CONTROL, WP, WORKING  
An employee who has the knowledge and skill through experience and training to work with and direct the activities of a crew engaged in construction and maintenance of facilities connected with or related to the Water Production Department. Must be a Journeyman Mechanic, Maintenance & Control, WP, to be considered for promotion to this classification. Must be skilled in the crafts in which he works and have sufficient knowledge of all tools and equipment used under his direction and guidance. Must have sufficient knowledge of the function of water system equipment, how it operates mechanically, hydraulically and electronically. Must be able to interpret plans, sketches, specifications and written instructions. Will be required to interpret and work from various service and repair manuals. Must be thoroughly familiar with work procedures and methods for the assigned area of responsibility. Will be required to keep and maintain accurate and legible records of the operation and maintenance of water system related mechanical equipment. Shall be thoroughly familiar with Company's dispatching, clearance, rigging and hazardous materials handling regulations. Requires a State of Nevada Grade III Water Distribution Certification and a current driver's license.
- 6297 \*FOREMAN, SHIFT, WATER TREATMENT, WORKING  
An employee who is in charge of and responsible for the operation and maintenance of all water treatment plants and related water system facilities. Is required to effectively contribute to positive working relationships and job performance of the employees under his direction and to provide and encourage quality customer service. Must possess the knowledge and skill through experience and training to direct, perform and assist in the activities and duties of the Water Plant Operators, apprentices and other classifications as assigned. Must be capable of analyzing water system problems and be responsible for contracting and directing other Water Production personnel to resolve these problems in the most timely and economical fashion. Shall be responsible for scheduling and directing work and training activities while on shift. Must be capable of properly coordinating the flow of water through all treatment plants,

regulators and pumping plants to satisfy pressure and storage of water. He shall be responsible for record keeping such as, but not limited to timesheets, plant operation, maintenance, tests and unusual incidents during his shift. Shall be responsible for implementing Company policies, including fitness for duty. In addition to the duties of foreman, is required to relieve in all subordinate capacities when requires. Must possess sufficient knowledge of all tools and equipment, which may be used. Must be able to interpret plans, drawings and specifications and comply with all federal, state and local governmental regulations. He shall be thoroughly familiar with Company's dispatching and clearance rules, electrical and mechanical tagging and safety rules. Must possess AWWA (American Water Works Association) Water Treatment and Distribution Operators certification Grade III or equivalent. Must maintain a valid driver's license.

6280 \*FOREMAN, WORKING, HEAVY, WATER

An employee who possesses the necessary knowledge and skill through experience and training to work with and direct the activities of a crew engaged in heavy construction, maintenance or replacement of facilities. Must have demonstrated satisfactory performance as a light Foreman for at least one (1) year or have equivalent experience before consideration will be given for promotion to this classification. Crew size will not be limited in number or skilled classifications under direction by this classification. Must be skilled in the crafts in which he works and possess sufficient knowledge of all tools and equipment which he may have occasion to use or to be used under his direction and guidance. He must be able to interpret plans, sketches, specifications, and written instructions. Must be thoroughly familiar with the work procedures and methods for the area of responsibility assigned. Must possess sufficient familiarity with symbols and dimensions as related to plans. Will be required to keep time for himself, as well as the crew under his supervision and prepare proper notes and records, as well as other clerical work associated with his job and crew. Must be capable of writing with clarity in a neat and legible fashion. The employee shall be reclassified to Heavy Working Foreman, Grade II, upon completion of Grade II Water Distribution certification.

FOREMAN, WORKING, HEAVY, WATER, GRADE II

A Heavy Working Foreman with a State of Nevada Grade II Water Distribution certification or equivalent. The employee shall be reclassified to Heavy Working Foreman, Grade III, upon completion of Grade III Water Distribution certification.

FOREMAN, WORKING, HEAVY, WATER, GRADE III

A Heavy Working Foreman with a State of Nevada Grade III Water Distribution certification or equivalent.

6395 \*FOREMAN, WORKING, LIGHT, WATER

An employee who possesses the necessary knowledge and skill through experience and training to work with and direct the activities of semi-skilled personnel engaged in light construction, maintenance or replacement of facilities. Must be skilled in the crafts in which he works and possess sufficient knowledge of all tools and equipment which he may have occasion to use or to be used under his direction and guidance. He must be able to interpret plans, sketches, specifications and written instruction. Must be thoroughly familiar with the work procedures and methods for the area of responsibility assigned. Must possess sufficient familiarity with symbols and dimensions as related to plans. Will be required to keep time for himself, as well as the crew under his supervision and prepare proper notes and records, as well as other clerical work associated with his job and crew. Must be capable of writing with clarity in a neat and legible fashion. The employee shall be reclassified to Light Working Foreman, Grade II, upon completion of Grade II Water Distribution certification.

FOREMAN, WORKING, LIGHT, WATER, GRADE II

A Light Working Foreman with a State of Nevada Grade II Water Distribution certification or equivalent. The employee shall be reclassified to Light Working Foreman, Grade III, upon completion of Grade III Water Distribution certification.

FOREMAN, WORKING, LIGHT, WATER, GRADE III

A Light Working Foreman with a State of Nevada Grade III Water Distribution certification or equivalent.

9239 \*HELPER

Must have sufficient knowledge and adaptability to understand and carry on duties as assigned; must be semi-skilled laborer, or equivalent with past experience as such, capable of handling ordinary tools safely in accordance with Company safety rules. Assist skilled workman or apprentice or work under their direction at various classes of work, which may be assigned in any location.

7405 \*INSPECTOR

An employee who possesses knowledge and skill as obtained by experience and training to direct the efforts of contractors doing work for the Company in the installation of Water facilities. Must possess in-depth knowledge of material and construction standards, procedures and specifications and have the capability of interpreting plans and sketches depicting the required work associated with water installations. Will be required to keep records as necessary to complete as-built drawings, including materials installed, as well as the dimensions of the installation. Will be required to complete main and service cards in a neat and legible fashion as related to the facilities he inspects. Must be able to use pipe locator, pressure recorders and other instruments and equipment common to water installations.

7410 \*INSPECTOR, CONSTRUCTION

An employee who has sufficient knowledge of Construction to inspect contractors' and/or Company work. Will be required to perform such duties as coordinating work between contractors and Company crews, scheduling and coordinating delivery of materials, preparing and maintaining construction records and verifying that work is done in accordance with plans and specifications. Must be familiar with all phases of construction including site work, excavation, carpentry, concrete work, steelwork, fencing, buildings, grounding, installation of both metallic and non-metallic conduit, and their underground facilities. Must be able to read and understand drawings and specifications, have knowledge of surveying, and be able to work with all other departments. May be assigned to work as a member of a construction crew. Requires two (2) years' experience as a Repairman or equivalent.

7350 \*MECHANIC, HYDRO/GENERATION

An employee who is qualified and regularly engaged in performing all types of hydro, diesel, and turbine generation maintenance, including maintenance of engine turbo chargers, oil systems, cooling systems and all related plant facilities. Employee shall also perform all types of mechanical and electrical maintenance to water production and distribution facilities for which he is qualified. Employee shall possess a current driver's license and be qualified to render first aid.

7585 \*MECHANIC, MAINTENANCE & CONTROL, CERTIFIED, WP

An employee who has completed a Maintenance and Control Mechanic apprenticeship or equivalent and is qualified to install, maintain, test and repair various types of mechanical equipment within the Water Production Department, including, but not limited to, production wells, booster pump stations, pressure regulator stations as well as the water treatment facilities. Must have an understanding of the electrical systems related to the mechanical equipment. Must have a thorough understanding of hydraulic controls, and their principles, and will be required to install, test, and service these controls in order to obtain an efficient operation. Must have a working knowledge of the SCADA system and will be required to access data relative to the operation of the various pumping systems and pressure zones. Will also input setpoints related to the hydraulic controls and their automatic functions and may at

times be asked to aid the plant operators in the operation of these systems/zones. Must be able to work from various service and repair manuals and be capable of solving technical problems where resources may be limited. Will be required to perform other related tasks such as incidental welding and rigging and will keep accurate and legible records of the operation and maintenance of the equipment for which the employee is responsible. Must be thoroughly familiar with the Company tagging procedure and safety rules. Must have and maintain a current Nevada Grade II Water Distribution Certificate and a current driver's license. The employee will be reclassified to Mechanic, Specialist, Maintenance and Control, WP, upon completion of two years in this classification, and attaining chemical handling system training and Nevada Grade III Water Distribution Certification.

7385 \*MECHANIC, SPECIALIST, MAINTENANCE & CONTROL, WP

An employee who has completed a Mechanic, Maintenance & Control apprenticeship or equivalent, has received hazardous materials handling training or equivalent and is qualified to install, maintain, test and repair various types of mechanical equipment, chemical handling equipment, and piping systems used in water production, treatment, and distribution facilities, including, but not limited to, production wells, booster pump stations, pressure regulator stations, water treatment plants, and associated facilities. Must have an understanding of the electrical systems related to the mechanical systems controlling and driving mechanical equipment. Must have a thorough understanding of hydraulic controls and will be required to install, test and service these controls in order to obtain an efficient operation. Must have a working knowledge of the SCADA system and will be required to access data relative to the operation of the various pumping systems and pressure zones. Will also enter data relative to hydraulic setpoints and controls. May be asked to aid the plant operators in operations of pumping and/or regulator station operation. Will be called on to assist customers in resolving pressure or flow problems. Will be required to inspect contractor-installed work in any water production facility. Must be able to work from various service and repair manuals and be capable of solving technical problems where resources may be limited. Will be required to perform other related tasks such as welding and rigging and will keep accurate and legible records of operation and maintenance of the equipment for which the employee is responsible. Must be thoroughly familiar with Company lock-out/tag-out procedures, safety rules and hazardous materials handling procedures. Must maintain current Nevada Grade III Water Distribution Certificate.

8776 \*OPERATOR, EQUIPMENT I

An employee who is under direct supervision and assists an experienced Operator, or equivalent, and is in the process of acquiring the experience and skills required to advance to Equipment Operator II. Will be required to operate pavement breakers, rubber-tired excavation equipment such as loaders, and combination back-hoe/loaders with rated capacities not exceeding one and one-half (1 1/2) cubic yards for loader buckets and one half (1/2) cubic yard for back-hoe buckets.

After one (1) year, automatic progression to Equipment Operator II classification will occur upon successful completion of the Equipment Operator I Performance Test. Refer to Equipment Operator Progression Guidelines.

8774 \*OPERATOR, EQUIPMENT II

An employee who has progressed through the Equipment Operator I classification, or has equivalent experience and is qualified by training and experience to perform special construction work using rubber-tired excavation equipment such as loaders, and combination back-hoe/loaders with rated capacities exceeding one and one-half (1 1/2) cubic yards for loader buckets and one half (1/2) cubic yard for back-hoe buckets boom trucks, forklifts, etc. (type of equipment may vary by department). May be required to complete job-related clerical work and assist in training.

After two (2) years of Equipment Operator II, progression to Equipment III classification will occur upon successful demonstration of Equipment Operator II skills and department specific

Journeyman skills during two years of Operator II classification. Refer to Equipment Operator Progression Guidelines.

8773 \*OPERATOR, EQUIPMENT III

An employee who has progressed through the Equipment Operator II classification, or has equivalent experience and is qualified by training and operating experience to perform special construction work using rubber tired equipment such as loaders, and combination backhoe-loaders with rated capacities exceeding 1 \_ cubic yard for loader buckets and \_ cubic yard for backhoe buckets, boom trucks, forklifts, etc. (type of equipment may vary by department). May be required to complete job related clerical work and assist in training. Is additionally qualified by training and experience to perform a variety of department specific Journeyman level tasks. Refer to the Equipment Operator Progression Guidelines.

8772 \*OPERATOR, EQUIPMENT, HEAVY

An employee who has completed a minimum of three (3) years as an Equipment Operator II and/or a combination of two (2) years as an Equipment Operator II and one (1) year as an Equipment Operator III, or has equivalent experience and is qualified by training and operating experience to perform special construction work using various rubber-tire and track- mounted or heavy equipment (type of equipment may vary by department) such as bulldozers, cranes, road graders and excavators or other similar equipment.  
May be required to complete job-related clerical work and assist in training.

8325 \*OPERATOR, HYDRO/GENERATION

A shift employee with at least one (1) year's experience as an Assistant Hydro/Generation Operator, who during his shift is in direct charge of and is responsible for the operation of one (1) or more Hydro Generation units, Diesel Generation units, and any related facilities. They will perform the duties of Hydro Operator at unattended hydro plants and substations, water collection and delivery systems or ditch and stream gauging. May be required to perform monthly runs and testing for emergency generation units and assist in maintenance. Will be required to observe and record station operation data on a continuous basis and maintain equipment in proper operating condition. Will be required to operate, inspect, and perform routine maintenance of all Water Production dams, headgates, flumes, penstocks, and other related facilities in order to insure proper river and canal flows at all times. Will be responsible for minor maintenance of all equipment in their care. Will keep facilities and grounds in a clean and orderly fashion. Will prepare switching orders and maintain operating diagrams. May be required to perform and direct electrical switching in accordance with established Company procedures. Must be familiar with Company dispatching and clearance rules, electrical and mechanical tagging and safety rules, and be qualified to render first aid. May be required to direct and train other operating employees in any or all of the above mentioned duties. May be upgraded to Hydro/Generation Foreman.

8850 \*OPERATOR, HYDRO/GENERATION, ASSISTANT

An employee who is engaged in performing work as an assistant to or under the general direction of a Hydro/Generation Operator. He may be required to relieve the Hydro/Generation Operator when qualified. The employee's educational and general qualifications must be such that he is considered capable of attaining Operator status.

8470 \*OPERATOR, WATER PLANT, GRADE II, TREATMENT ONLY

An employee who has completed an apprenticeship and/or equivalent level of training or appropriate certification and is responsible for the flow of water in the canals and reservoirs and operates pumps and valves to regulate the flow of water through a treatment plant or pumping plant, coordinating the rate of flow with demand, storage and other operating plants; reads and interprets meters, charts, and gauges, changing recording charts and inking pens as necessary; performs such recordkeeping functions as log of plant operations, test results, maintenance work performed, unusual operating conditions and special reports as required; takes samples of water at established times and makes such standardized control tests as chlorine residual, coagulation tests, pH, etc., as may be required; adjusts rate-of-feed of chemical dispensers accordingly, will conduct daily radiological monitoring tests; maintain plants and operating

equipment in a clean and orderly condition, may perform maintenance cleaning of plant machinery, equipment, piping and structures; lubricates and makes limited repairs and adjustments to equipment commonly found in a water pumping or treatment plant, shuts down areas of the plant system for repairs; observes and reports unusual operating conditions or the need for maintenance of equipment, building and grounds; makes prescribed and special reports, receives supplies delivered during his shift and insures that they are properly stored. Must possess a State of Nevada Grade II Water Treatment Operator's Certification or equivalent. The Employee shall be reclassified to Grade II, Treatment & Distribution Operator, Water Plant, upon completion of Grade II Water Treatment and Water Distribution Certifications.

8475 \*OPERATOR, WATER PLANT, GRADE II, TREATMENT & DISTRIBUTION

An employee who has completed an apprenticeship and/or equivalent level of training or appropriate certification and is responsible for the production of safe and clean drinking water in compliance with all Federal, State, and Local regulations and restrictions, under general supervision of the Working Foreman. Will also be responsible for the operation of pumps and valves to regulate the flow of water through canals and treatment plants and will coordinate the rate of flow with demand, storage and other operating needs; operates the overall distribution system through the companies SCADA system, and using the SCADA system to start, stop, and take out of service for work, whatever part of the distribution system is required for the efficient delivery of water to customers; will take appropriate action to help resolve customer complaints when necessary; performs such record keeping functions as log of plant operations, test results, maintenance work performed, unusual operating conditions and special reports as required; takes samples of water at regular intervals and makes such control tests required to ensure the efficient production of a safe product for public consumption; performs tests and adjusts chemical feed equipment to ensure optimal performance of treatment plant process; will make limited repairs and adjustments, for which training has been provided; receives supplies delivered during his/her shift and ensures that they are properly stored. Must possess State of Nevada Grade II Water Treatment and Water Distribution certifications or equivalent. The Employee shall be reclassified to Operator III, Water Plant upon completion of Grade III Water Treatment and Water Distribution Certifications.

8480 \*OPERATOR, WATER PLANT, GRADE III, TREATMENT & DISTRIBUTION

An employee who has completed an apprenticeship and/or equivalent level of training or appropriate certification and is responsible for the production of safe and clean drinking water in Compliance with all Federal, State, and Local regulations and restrictions, under general supervision of the Working Foreman. Will also be responsible for the operation of pumps and valves to regulate the flow of water through canals and treatment plants and will coordinate the rate of flow with demand, storage and other operating needs; operates the overall distribution system through the companies SCADA system, and using the SCADA system to start, stop, and take out of service for work, whatever part of the distribution system is required for the efficient delivery of water to customers; will take appropriate action to help resolve customer complaints when necessary; performs such record keeping functions as log of plant operations, test results, maintenance work performed, unusual operating conditions and special reports as required; takes samples of water at regular intervals and makes such control tests required to ensure the efficient production of a safe product for public consumption; performs tests and adjusts chemical feed equipment to ensure optimal performance of treatment plant process; will make limited repairs and adjustments, for which training has been provided; receives supplies delivered during his/her shift and ensures that they are properly stored. Must possess State of Nevada Grade III Water Treatment and Water Distribution certifications or equivalent. Required for upgrade to Working Foreman.

9776 \*REPRESENTATIVE, CUSTOMER SERVICES

An employee not required to have prior customer services experience and who, after passing a clerical aptitude test, will receive formal training in order to perform the duties of Customer Services Representative. Upon satisfactory completion of the minimum requirements of the Sierra Customer Information System (SCIS) Training Program, and while receiving on-the-job training, may be assigned to any of the duties performed by the Customer Services Representative in the Central District Customer Business Office, Meter Reading, Cash

Operations, Energy Diversion, Service Center or District Offices. Shall be required by Company to pass the SCIS training proficiency test. Required to be effective when working with the public and responding to customer requests and inquiries, as well as have other qualifications and qualities generally accepted as being desirable in a customer services classification. Works alone on duties for which employee has been trained and instructed and makes independent decisions as necessary to satisfy customer needs and provide quality customer service. Will automatically progress through the wage rate scale provided the employee's performance is satisfactory to qualify for advancement. May be required by Company to pass written and/or proficiency tests covering any of the following qualifications:

1. Typing with acceptable speed and accuracy (45 w.p.m.)
2. Aptitude for arithmetical calculations.
3. Ability to operate various office machines and personal computers as required.
4. Spanish speaking skills.

9735 \*REPRESENTATIVE, CUSTOMER SERVICES, SENIOR

An employee who has demonstrated to the satisfaction of the Company, through a minimum of three (3) years' experience as a Customer Services Representative, that he/she is qualified to perform, with a minimal amount of supervision, all functions relating to Customer Services; Customer Billing; Customer System Controls; Credit and Collections; Service Center operations and/or; District Office operations. Required to be effective when working with the public and responding to customer requests and inquiries, as well as having other qualifications and qualities generally accepted as being desirable in customer services classifications. Required to make independent decisions as necessary to satisfy customer needs and provide on-the-job training. (Only those qualifications as specified in points 1 through 6 below, which are considered by Company for a particular Customer Services Representative Senior vacancy, shall be posted.)

1. Skilled in the use of the Automatic Call Distributor telephone system as well as the on-line inquiry and order entry Customer Information System (SCIS).
2. Performs all clerical functions related to computer printed edit lists, revenue adjustments, corrected bills and other related off-line functions as required.
3. Understands service bills, billing rates, deposit requirements, termination of service rules and the use of various computer reports prepared for credit and collection work.
4. Performs all clerical functions related to the Service Center operation.
5. Performs all clerical functions pertaining to the meter inventory system, customer system controls and balancing, and other related activities using the Customer Information System (SCIS).
6. Performs all clerical functions related to District Office operations.

7625 \*SERVICEMAN, WATER

An employee who is a Fitter or equivalent. His background of apprentice training and experience must be such as to qualify him to perform these duties with skill and efficiency. Must be able to learn the application of pipe locator equipment, determine leak locations in regard to Company or customer side of curb cock and investigate water customer complaints. Will be required to set and remove water meters and remote readers. Will be required to check for and investigate tampered or damaged water meters, remote readers, and remote cables as well as repair or replace remote cables. May be required to assist in the field with the testing of water meters. May be required to change recording instrument charts at various locations. Will be required to make water, electric and gas cutouts and water and electric cut-ins.

8150 \*SPECIALIST, EQUIPMENT, WATER TREATMENT

An employee who is responsible for the operation and routine maintenance of water treatment equipment, machinery and instrumentation including flow meters. Will be required to conduct water treatment tests including determination of coagulant and purification dosage. Must be able to modify existing water treatment systems when needed and be capable of recognizing the need for making these changes and make recommendations. Will be required to make preliminary analysis of usage and costs of chemical and chemical equipment. Must be able to

make estimates for plant operations improvements and changes. Will be required to keep accurate records of plant operations and maintenance, chemical usage, purchases and other special reports as required. Will be responsible for maintaining proper stock of water treatment chemicals for all plants. Requires a Grade II Distribution, Grade III Water Treatment and Backflow Specialist Certifications. Will be required to attain Backflow Certifications within one year of award.

8958 \*SPECIALIST, WATER SUPPLY

An employee who, with minimum supervision, is responsible for the inspection, maintenance and customer ditch water supply turn on and turn off's, protection of the watershed from upriver storage dams to plant intakes for potential or actual contamination. Will be required to measure and record water flows, operate ditch/dam gates, make repairs on ditch/dam gates and water flow measuring devices as directed, measure well groundwater depths and perform a variety of other tasks related to watershed protection and reservoir/ditch operation. Observes and recognizes the proper operation and status of all facilities contained within all pump reservoirs, pressure recording stations, and metering stations throughout the entire water transmission and distribution systems. Maintains well chemical systems. Will be required to accurately collect field data, using this data to perform calculations for reporting information. Must have ability to employ and working knowledge of mathematics (including algebra and trigonometry and exponents), personal computers and spreadsheets, and related field relations, writing and verbal skills. Will be required to pass a written examination and/or performance tests covering any of these qualifications listed above. In order to remain in the position, must, within six (6) months from entering the position, demonstrate the ability to learn and understand the specialized instruments, software and reporting requirements to a satisfactory level. May be required to supervise unskilled labor.

7110 \*TECHNICIAN, ELECTRICAL, PLANT, HYDRO/GENERATION

An employee who is a Journeyman and is engaged in testing, repairing, maintaining and installing all types of electric and electronic equipment and related components in generating stations, water production and related facilities. May be required to do plant and plant substation switching. May be required to do incidental welding, such as tack hangers and test welding machines after repair, etc. His background of apprenticeship and experience must be such as to qualify him to perform these duties with skill and efficiency. He may also be required to instruct or advise operating personnel on problems pertaining to electrical equipment. He must be thoroughly familiar with Company's electrical and mechanical tagging and safety rules. Employee shall possess a current driver's license and qualified to render first aid.

7151 \*TECHNICIAN, SCADA

An employee who has completed an apprenticeship in the electrical field and can demonstrate experience in the instrumentation area or who has completed an apprenticeship in the instrumentation field and can demonstrate experience in the electrical area. Must have experience and aptitude in all areas of computer logic; controls, interfacing and system integration. Equivalent training and experience may also be considered. Must be qualified to maintain, repair, install, and troubleshoot various water system instruments, electronic devices and motor control devices, including but not limited to calibration and/or repair of all primary sensors, chlorination equipment, meters, pressure switches, etc.; problem analysis and/or replacement/repair of telemetry communications circuits, circuit breakers, fuses, control wiring and other electrical motor control equipment; programming of logic for controllers and system software; troubleshooting remote terminal signals and computer integration systems. Must be able to understand relatively complex technical problems and perform a wide variety of non-routine tasks, where only general methods of procedure are available. May be required to do work planning and in a courteous and professional manner, train and direct the activities of other employees. Must have a good knowledge of electrical and mechanical tagging procedures, safety rules and the ability to render first aid.

**ATTACHMENT II**

**EXHIBIT "B" (2)**

(As Amended 6/11/01)

**DELETED JOB CLASSIFICATIONS**

The following classifications shall be deleted and the incumbents shall be reclassified as indicated:

1. (Deleted 6/11/01)
2. (Deleted 6/11/01)
3. 6295 Foreman, Shift, Working, Water Treatment  
becomes  
6297 Foreman, Shift, Water Treatment, Working
4. (Deleted 6/11/01)
5. 7683 Apprentice, Mechanic, Maintenance  
becomes  
Apprentice, Mechanic, Maintenance & Control, WP
6. 8150 Operator, Water Treatment  
becomes  
Specialist, Equipment, Water Treatment  
(Effective 1/1/95)

The following classifications shall be deleted:

1. 7120 Technician, Well Production
2. 7140 Technician, Communications, G/W
3. 7355 Technician, Systems, Peaking/Hydro
4. 8778 Operator, Equipment, Assistant
5. 8840 Operator, Water Plant, Assistant

## ATTACHMENT III

### LETTERS OF UNDERSTANDING

1. (Deleted 6/11/01)
2. (Deleted 6/11/01)
3. (Deleted 6/11/01)
4. (Deleted 1/1/98)
5. (Deleted 1/1/98)
6. (Deleted 6/11/01)
7. (Deleted 6/11/01)
8. TELEPHONE ALLOWANCE

Employees receiving the telephone allowance as of May 1, 1991 will continue to receive one-half (1/2) of the base rate as long as they remain in a classification where the Company requires them to install and maintain a telephone in their home.

Effective May 1, 1991, no one will be added to the list of eligible employees, i.e., employees bidding to classifications where the Company may have previously required an employee to install and maintain a telephone in their home will no longer be eligible for the phone allowance.

9. (Deleted 1/1/95)
10. (Deleted 6/11/01)
11. (Deleted 6/11/01)
12. (Deleted 6/11/01)
13. (Deleted 6/11/01)
14. (Deleted 6/11/01)
15. EQUIPMENT OPERATOR PROGRESSION GUIDELINES (Amended 6/11/01)

The Equipment Operator I performance test will generally consist of the following: Monthly evaluations by the Working Foreman or equivalent (a form entitled "Equipment Operator Evaluation" will be used for such evaluations). Additionally, the employee will be required to study and become knowledgeable of proper equipment safety and operating techniques as well as maintenance procedures for each piece of equipment he operates within the Equipment Operator I classification. This information is typically found in the equipment operator's manual and/or in other publications, which deal specifically with operating equipment.

Demonstration of Equipment Operator II skills and Journeyman skills, if applicable, will generally be determined through demonstrated proficiency, which will be evaluated and documented on the form entitled "Equipment Operator Evaluation". These evaluation forms are to be completed at least quarterly by the Working Foreman or equivalent. The Equipment Operator II should have these skills evaluated by at least 75% of the Working Foreman in a given department over

the course of the progression, which will help ensure a representative yet thorough appraisal of the operator's skills is being achieved.

Demonstration of understanding and basic proficiency in the following Journeyman level skills will be required in order to progress to Equipment Operator III:

Water Department—Water facility installation techniques, facility locating, map and print reading, use of water tapping equipment, leak repair techniques.

**ATTACHMENT IV**

**EXHIBIT "C" (1)**

(As Amended June 11, 2001)

**LINES OF PROGRESSION FOR BIDDING AND DEMOTIONAL  
PURPOSES BY OCCUPATIONAL GROUPS**

**DEFINITION OF OCCUPATIONAL GROUPS**

Occupational Groups shall be defined as those separate divisions of the applicable Company "Departments" shown above. In those "Departments" where there is no such division, the entire "Department" shall be considered as an Occupational Group.

"A" Bid - Same classification or higher than job posted using group seniority. (Amended 1/1/95)

"B" Bid - Next lower classifications in-group seniority. Classifications shown on chart above at the reverse end of arrows shall be considered next lower to those to which the arrow points. (Amended 1/1/95)

"C" Bid - Same classification in any other group using Company seniority.

"D" - Any classification in same group as job being posted using group seniority.

"E" - Any classification in any group using Company seniority.

**For Lines of Progression (see FOLDOUT)**

**BIDDING NOTES**

1. (Deleted 1/1/95)
2. (Deleted 1/1/98)
3. (Deleted 1/1/95)
4. (Deleted 6/11/01)
- 4a. (Deleted 6/11/01)
5. (Deleted 1/1/95)
6. (Deleted 1/1/95)
7. (Deleted 1/1/95)
8. (Deleted 6/11/01)
9. Classifications labeled (9) shall be considered as "B" bids to Working Foreman. Fitters and Fitter-Welders will be considered "A" bids to Inspector. (Amended 1/1/95)
10. (Deleted 6/11/01)
11. (Deleted 6/11/01)

12. (Deleted 6/11/01)
13. (Deleted 5/1/81)
14. (Deleted 5/1/68)
15. (Deleted 5/1/68)
16. Awards to these jobs shall require successful completion of screening examination.
17. (Deleted 1/1/95)
18. (Deleted 5/1/71)
19. (Deleted 5/1/71)
20. (Deleted 5/1/74)
21. (Deleted 6/11/01)
22. (Deleted 1/1/95)
23. (Deleted 6/11/01)
24. (Deleted 6/11/01)
25. (Deleted 1/1/95)
26. (Deleted 6/11/01)
27. (Deleted 1/1/95)
28. (Deleted 6/11/01)
29. (Deleted 6/11/01)
30. Clerical Bidding Notes (Moved from Attachment III - Letters of Understanding #1, effective 1/1/98)
  - A. Generally speaking, Clerical employees will be hired at the minimum of the range. In exceptional cases, experience elsewhere will be counted in determining the starting rate. In no case will experience elsewhere be given more weight in determining the starting rate than if it had been with the Company.
  - B. When a Clerical employee is in a wage progression and is promoted from one (1) job classification to another, his rate of pay shall be the starting rate for new classification or his present rate, whichever is higher. In the case of an employee who bids laterally to a job classification with the same wage progression, or an employee who bids downward to a job classification with a lower wage progression, his rate of pay shall be the starting rate for such classification, except that allowance shall be made by the Company for previous experience in the new classification. When a Clerical employee bids from one (1) Department, District or Sub-District to another in the same classification, his rate of pay shall remain the same.
  - C. (Deleted 5/1/91)
  - D. Employees in the Clerical Occupational Group job classifications listed below, who were hired prior to the 1986 contract ratification date, will be red-circled in their current

wage progression (at the wage rate in effect May 1, 1986) and will continue to receive general wage increases based on that wage progression.

Customer Services Representative

When an employee whose wage progression is red-circled becomes eligible to receive their final step increase under the red-circled wage progression, they will receive the top wage step of the red-circled wage progression or top wage step of the current book rate, whichever is higher. (Added 5/1/86)

E. (Deleted 1/1/95)

"E" BIDDERS

Helper

Specialist, Water Supply

**ATTACHMENT V  
EXHIBIT D**

**BARGAINING UNIT  
MEDICAL/DENTAL/VISION OPTIONS COMPARISON**

City of Reno has requested this information from Marsh.

**ATTACHMENT VI**  
**OUT-OF-TOWN WORK ASSIGNMENT GUIDELINES**  
(Added January 1, 1995)

A. **PURPOSE**

Due to growth and operational changes, which have occurred in our service area over the last few years, it has become more common to send employees away from their permanent work location to work in other areas. In most cases these temporary assignments are beneficial to both the Company and its employees. As the number of out-of-town assignments increases, however, so does the potential for disruption of family life and personal inconvenience of our employees.

B. **NOTIFICATION OF WORK ASSIGNMENT**

As soon as a Supervisor learns that some of his employees will be needed on an out-of-town project or job he should make his employees aware of the following factors:

1. Number of employees required in each classification from his work location for the job or project.
2. Scope of work of the job or project (build new line, general maintenance, plant overhaul, etc.).
3. Starting date and expected duration.
4. Job location and reporting place.
5. Expected working hours (overtime, if expected).
6. Any other information available and of interest to employees, e.g., is there a special project agreement with the Union for the job?

Keep in mind that employees appreciate being kept informed and effective, timely communications improve morale. **THE SUPERVISOR SHOULD GIVE EMPLOYEES ASSIGNED OUT-OT-TOWN WORK AS MUCH ADVANCE NOTICE AS POSSIBLE.**

C. **MANNING OUT-OF-TOWN WORK ASSIGNMENTS**

1. **VOLUNTARY:**

- a. If possible, the Supervisor should attempt to use volunteers in each job classification, with the skill level required.
- b. If there are more volunteers than are required for the job assignment then employees should be selected on the basis of 1) qualifications, 2) accumulated overtime, 3) accumulated number of nights out-of-town, 4) Occupational Group Seniority from top to bottom, 5) operational needs.
- c. Unless otherwise agreed to, volunteers will be expected to work through the entire project from start to finish. Supervisors should discuss this issue with employees at the earliest possible date.

2. **NON-VOLUNTARY:**

- a. If volunteers are not available to fill the manpower requirements of a project, assignments will be made on a non-voluntary basis. Employees will be selected on the basis of 1) qualifications, 2) accumulated overtime, 3) accumulated number of nights out-of-town, 4) Occupational Group Seniority from bottom to top, 5) operational needs.
- b. On the next mandatory job assignment, the next employees on the Out-Of-Town Assignment List should be selected. By assigning employees in this order, all employees will share equally in performance of out-of-town assignments.

- c. If an employee volunteers for an out-of-town assignment, he should be considered as doing so on his own accord, and will still be required to take his turn at non-voluntary assignments based on Section C (2)(a).
- d. If an employee is unable to work his out-of-town assignment when selected due to illness, personal hardship, or any other reason of a temporary nature, he shall be replaced on the list as the first to go when his problems are resolved.
- e. Any new employee reporting to a work location will be placed on the Headquarters' Out-Of-Town Assignment List and will be assigned out-of-town work when his turn arrives based on Section C (2)(a).
- f. Employees should be kept informed where they stand on the Out-Of-Town Assignment List, as this will give them additional time to plan in advance for out-of-town assignments.

#### D. PERSONAL HARDSHIP

- 1. When an employee feels that an out-of-town assignment will create a personal hardship he should explain all the facts to his Supervisor. The Supervisor should listen to the employee, evaluate the situation and make a decision whether to send the employee on a non-voluntary basis or not. These decisions will have to be made on a case-by-case basis, relying on the information supplied by the employee as well as other facts, which may be known to the Supervisor.
- 2. If a non-voluntary job assignment lasts more than eight (8) weeks the Supervisor should consider rotating personnel to complete that job assignment. (If for example, the Supervisor knows that an out-of-town work assignment will last for ten (10) weeks, he might consider sending two (2) different groups for five (5) weeks each.)

#### E. OTHER CONSIDERATIONS

- 1. Continuity - Is it better to have the same group of employee's do the full job rather than changing in the middle of the project?
- 2. Project Length - Eight (8) weeks is not necessarily the ideal maximum assignment for some projects. Some might be shorter, depending on the travel required, working conditions, equalization of overtime, etc.
- 3. Job Location - If the assigned job locations are so far away that employees cannot return home on weekends, consideration should be given to making shorter assignments and rotating employees.
- 4. Productivity - Employees away from home on an involuntary basis for long periods of time may become less productive. Harmony and efficiency in the operation should be considered by Supervisors.
- 5. Skills Required - Certain employees with special skills may be required at certain projects for the duration of the project, or they may be required to remain at their home location regardless, of the provisions of these guidelines. This will depend on job requirements.
- 6. Reporting Place - When board and lodging are provided by the Company, the reporting place will be the Company designated lodging of the local headquarters.

**ATTACHMENT VII**  
**JOB SITE REPORTING**  
(Amended 6/11/01)

The Company and Local Union 1245 of the International Brotherhood of Electrical Workers hereby mutually agree to the following:

**A. DEFINITION - TEMPORARY ASSEMBLY SITES**

Employees who are assigned to work away from their regular assigned reporting place will be required to report to work at the established starting time and the established temporary assembly site designated by the Company. (Temporary assembly site is defined as a temporary work location, not regularly established as a Company reporting place or headquarters.) It is understood that the temporary assembly site designated by the Company may change from time to time due to changes in the Company's operational requirements. When necessary, the Company shall provide water and sanitation facilities for the employee's use at the temporary assembly site. Temporary assembly sites shall be within twenty (20) road miles, one way, of the employee's regular reporting headquarters and accessed by a regularly maintained, paved, all-weather road. Access by other roads must be mutually agreed upon by the Company and the Union. When a change of temporary assembly site occurs, the Union will be notified as far in advance as practicable.

**B. CONDITIONS FOR IMPLEMENTING**

1. The Company shall not reduce the work force as a result of job site reporting.
2. An employee's regular reporting headquarters shall not be changed for the purpose of job site reporting
3. Each employee shall receive an expense allowance for each day the employee physically reports to the temporary assembly site. The expense allowance will be \$17.50 per day when the job site is within 20 road miles of the employee's regular reporting headquarters.
4. The guidelines contained in Section C (Staffing Temporary Assembly Sites) of this agreement shall be followed to provide personnel for projects or jobs using a temporary assembly site.
5. The Company shall provide a secure area for Company vehicles and employee's personal vehicles.
6. All other provisions and terms of the agreement between the Company and Local Union No. 1245 shall apply as if employees were reporting to their regular headquarters.
7. During the term of the Agreement EITHER PARTY on a department or location basis may cancel this proposal as related to that work area with thirty (30) days written notice after Company and Union have met and attempted to resolve problems associated with job site reporting.

**C. STAFFING TEMPORARY ASSEMBLY SITES**

1. A sign-up sheet will be posted in the regular reporting headquarters no less than five (5) workdays prior to the establishment of a temporary assembly site. The sign-up sheet shall include a description of the project, location of the temporary assembly site, classifications required, an estimate of the duration of the assignment, and any other relevant information.
2. Job site reporting assignments shall be staffed on a voluntary basis unless there are an insufficient number of volunteers then the assignment will be staffed using reverse seniority. Volunteers shall be selected in order from the Group Seniority List by required classification. A system of totaling and equalizing remote reporting assignments shall be established and reduced in writing in each department in a headquarters.
3. Unless otherwise agreed to, employees will be expected to work through the entire project from start to finish. If a personal hardship arises, consideration will be given to the employee and the next qualified employee on the Group Seniority List will be given the opportunity to be the replacement.
4. The assigned foreman, along with the supervisor and others involved in the project, will participate in planning and scheduling for the project.

5. Transportation will be provided as necessary for personnel and their tools to and from the temporary assembly site on the first and last days of the project.
6. Safe storage for employee's tools will be provided.
7. Employee's paychecks, messages, Company mail, notifications of CDL drug tests, etc., will be made available in a timely manner.

**ATTACHMENT VIII**  
**EMERGENCY RESPONSE PROGRAM**  
(Amended 6/11/01)

Consistent with the provisions and obligations of Section 2.1, Title 2 of the Collective Bargaining Agreement between the Company and Local Union No. 1245 of the International Brotherhood of Electrical Workers, the parties hereby agree to the following:

The Company and Union recognize there may arise situations in various departments of the Company where availability of some key classifications becomes imperative in the rendering of service to the customer and for the safe, effective operation of facilities. To assure availability of these key people, the Company and Union mutually agree to the following conditions that will apply to both parties for Positive Emergency Response.

A. Conditions Applicable to Company

1. The Company will provide an appropriate radio-equipped vehicle for the employee's commute purposes.
2. The Company will provide a pager or hand-held radio/telephone to improve the employee's mobility and communication.
3. Normal work hours will prevail during employee's regular workdays.
4. Availability schedule will apply from the end of employee's shift on Friday until the beginning of employee's shift on Monday, during holidays and such other times when adequate emergency coverage is not available (Amended 1/1/98)
5. The Company shall provide an option for either (1) availability premium to employee of:

\$3.80/hour, effective 6/11/02

\$3.93/hour, effective 6/11/03

\$4.07/hour, effective 6/11/04

\$4.21/hour, effective 6/11/05

For every hour employee is available for duty exclusive of employee's normal pay for regular scheduled hours worked. (Amended 1/1/95) or (2) "day in lieu of" at the following rates:

All non-holiday hours will be factored at the .127/hour accrual rate. Example—2-day weekend—from 1530 Friday to 0700 Monday = 63.5 hours X .127 = 8 hours. All holiday hours will be factored at the .334/hour accrual rate. Example—Christmas Day—from 1530 Christmas Eve day to 0700 the day after Christmas=15.5 hours X .127 hours + 24 hours X .334 = 10 hours. Example below:

1 weekend @ 1 day in lieu

Monday-Friday work week @ 1 day in lieu

Holiday @ 1 day in lieu (Amended 1/1/98)

Note: The availability premium will be adjusted each January 1, beginning January 1, 1996. The adjustment will be made by a percentage equal to the general wage increase. (Added 1/1/95)

6. The Company shall compensate the employee at the applicable overtime rate as provided in Title 10 of the Agreement for any hours worked outside normally scheduled hours during the availability period plus the availability premium for all hours available.
7. The maximum limit of in lieu accrual hours on pager duty is 160 hours, after which, only premium pay will be available. (Added 1/1/98)

B. Conditions Applicable to Employee

1. Employee must live within the sub-district boundaries and be available to receive communication to qualify for emergency availability scheduled.
  2. Employee must be in physical condition to perform assigned duties when emergency situations arise.
  3. The employee must respond to a page within ten (10) minutes of the notification and report within a reasonable time thereafter.
  4. Substitutions of coverage may be arranged only with the approval of the Supervisor in charge, and the substitute employee must be qualified to perform the assigned duties.
  5. The employee on duty will have first opportunity to fill availability schedule. If a substitute employee is required, accumulated overtime will prevail. (Amended 1/1/95)
- C. (Deleted 1/1/95)
- D. If, in the event there is no duty employee, a departmental procedure to administer the Emergency Response Program must be established in writing and agreed to by the Company and Union. (Added 1/1/98)

**ATTACHMENT IX**  
**COMPANY STATEMENT RE: FUNDING MECHANISM FOR**  
**POST-RETIREMENT MEDICAL COVERAGE**

This language to be replaced with the provisions of the funding mechanism by TMWA.

**ATTACHMENT X**  
**WATER TREATMENT PLANT OPERATORS**  
**CHANGES TO CUSTOMER CALLS & DISPATCH DUTIES**

No customer calls or Orcom access by operators, as of 06-11-03 on routine everyday basis, no customer calls will be answered by operations.

- Emergency calls on 834-8090 will be answered by Corporate during the day and by an answering service after hours. Corporate or the answering service will dispatch the appropriate serviceman or inspector. No customer calls will be transferred to operations. However, the answering service may need to consult with operations on certain types of calls, including water quality or potential cut-out-non-payment calls.  
Thus, no Orcom access will be necessary.
- Water quality calls into 834-8118, if no answer will go to voice mail. If an emergency, referred to 834-8090.
- If after hours, operations suspects that 834-8090 has not been forwarded, they will contact the on-call distribution supervisor.
- This agreement supersedes any and all Dispatch Letters of Agreement.

**ATTACHMENT XI**  
**PAYROLL INCREASE EFFECTIVE DATES**  
**LETTER OF AGREEMENT**

May 7, 2003

Santiago Salazar  
IBEW 1245 Business Representative  
PO BOX 19325  
Reno, NV 89511-1650

**Letter of Agreement**

Dear Santiago:

As we have discussed, for ease of payroll implementation, TMWA would like to change the IBEW wage increases from June 11<sup>th</sup> to the following dates:

- 2003 – change date from June 11 to June 2 (9 days earlier)
- 2004 – change date from June 11 to June 14 (3 days later)
- 2005 – change date from June 11 to June 13 (2 days later)

This change would mean that over the course of the current 3-year contract extension IBEW employees would receive 4 days additional wages at the increased salary.

I agree to the above dates for IBEW 1245 wage increases.

\_\_\_\_\_  
Kim Mazeres  
Truckee Meadows Water Authority

\_\_\_\_\_  
Santiago Salazar  
IBEW #1245

\_\_\_\_\_  
Mark Foree

\_\_\_\_\_  
Dennis Bergstrom

\_\_\_\_\_  
Jeff Tissier

\_\_\_\_\_  
Tim Flanagan

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Mark Patterson

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Jeff Westwood