Staff Report

TO: Board of Directors

FROM: Jennifer Hanson, General Manager
Greg Jones, Assistant General Manager
Naomi Schmitt, Director of Human Resources

DATE: November 16, 2026

SUBJECT: **Labor Contract - Memorandum of Understanding Between the Nevada Irrigation District and the American Federation of State, County and Municipal Employees Local 146, AFL-CIO**

ADMINISTRATION

RECOMMENDATION:
Adopt a resolution approving the 2026–2027 Memorandum of Understanding between the Nevada Irrigation District and the American Federation of State, County and Municipal Employees Local 146, AFL-CIO; authorize the resulting changes to represented employees' wages, hours, and other terms and conditions of employment; and authorize the General Manager to execute all necessary documents and approve minor, non-substantive grammatical corrections.

BACKGROUND
The current Memorandum of Understanding between the Nevada Irrigation District (District) and the American Federation of State, County and Municipal Employees Local 146, AFL-CIO (AFSCME) expires on December 31, 2026. Over the past several months, the District and AFSCME bargaining teams met and negotiated in good faith toward a successor to the 2024–2026 agreement. AFSCME's bargaining units voted between September 14 and October 21, 2026, to ratify the tentative agreement.

SUMMARY
The proposed Memorandum of Understanding between the Nevada Irrigation District and AFSCME Local 146 covers December 28, 2026, through December 31, 2027, and provides a 2.5% wage increase effective the first full pay period following Board adoption or December 28, 2026, whichever is later. Other key changes include updated medical benefit contributions, a 3% Class A license premium, 5% weekend and night-shift differentials, revised holiday and leave provisions, a 45-hour

annual compensatory-time limit, and clarification of overtime, grievance, and union-orientation procedures.

BUDGETARY IMPACT

Financial impacts under the proposed agreement include the following:

- The agreement covers December 28, 2026, through December 31, 2027.
- The 2.5% cost-of-living adjustment will take effect the first full pay period following Board adoption or December 28, 2026, whichever is later. The projected annual salary increase is $412,188.23, resulting in projected annual salaries of $16,899,446.03.
- Additional fiscal impacts may result from the 3% Class A license premium, and updated medical benefit contributions. These costs are not included in the projected annual salary increase stated above.

ATTACHMENTS

- Resolution No. 2026-42
- Memorandum of Understanding between the Nevada Irrigation District and the American Federation of State, County and Municipal Employees Local 146, AFL-CIO effective December 28, 2026

RESOLUTION NO. 2026-42

OF THE BOARD OF DIRECTORS OF THE NEVADA IRRIGATION DISTRICT

AUTHORIZING MEMORANDUM OF UNDERSTANDING AUTHORIZING CHANGES IN WAGES, HOURS, AND TERMS AND CONDITIONS OF EMPLOYMENT FOR EMPLOYEES REPRESENTED BY AFSCME

WHEREAS, Nevada Irrigation District (hereafter "NID") and the recognized bargaining representatives representing employees within American Federation of State, County, and Municipal Employees, Local 146 (hereinafter "AFSCME") have been engaged in meet and confer sessions regarding wages, hours, and terms and conditions of employment that are set out in the Comprehensive Memorandum of Understanding, December 28, 2026 - December 31, 2027, Governing Wages, Terms, and Conditions of Employment (hereafter "2027 MOU"); and

WHEREAS, the existing Memorandum of Understanding between the NID and AFSCME expires December 31, 2026, and in accordance with its terms, has been continued in force and effect pending negotiations; and

WHEREAS, following numerous negotiating sessions, NID and representatives of the AFSCME agreed to terms and conditions for a successor Memorandum of Understanding regarding wages, hours, and terms and conditions of employment for represented employees for the period after expiration of the 2024 - 2026 MOU; and

WHEREAS, the Board of Directors has authorized and approved such agreements and directed that a resolution be prepared incorporating such changes in a successor Plan; and

WHEREAS, the agreed-upon wages, hours, and terms and conditions of employment for represented employees for the successor MOU are set forth in Attachment A.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Nevada Irrigation District, as follows:

1. That the Memorandum of Understanding between the NID and the AFSCME, as shown on Attachment A, and all attachments thereto are hereby approved.

2. That the General Manager is hereby authorized and directed to implement the Memorandum of Understanding between the NID and the AFSCME as described in Attachment A.

BE IT FURTHER RESOLVED that the General Manager is hereby authorized to finalize and execute the 2026 – 2027 MOU with all necessary exhibits, as a successor Memorandum of Understanding, to be effective December 28, 2026.

*** * * * ***

PASSED AND ADOPTED by the Board of Directors of the Nevada Irrigation District at a regular meeting held on the 16th day of November, 2026 by the following vote:

AYES:	Directors:
NOES:	Directors:
ABSENT:	Directors:
ABSTAINS:	Directors:

_____
President of the Board of Directors

Attest:

_____
Secretary to the Board of Directors

Memorandum of Understanding

between

Nevada Irrigation District

and

AFSCME, Local 146, AFL-CIO

~~January 1, 2024~~ December 28, 2026 – December 31, ~~2026~~2027

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Preamble

This Memorandum of Understanding (MOU) is entered into by the Nevada Irrigation District (District), and the American Federation of State, County and Municipal Employees (AFSCME) Local 146, AFL-CIO. The parties met and conferred in good faith regarding wages, hours, and other terms and conditions of employment for employees and freely exchanged information, opinions, and proposals in reaching this Agreement.

Article 1 - Union Rights

1.1. Recognition

The District recognizes AFSCME as the exclusive representative of employees listed in Appendix A.

1.2. Access

AFSCME is permitted access to District property to confer at reasonable times with District employees on matters of employer-employee relations. Representatives will not interfere with the work in progress and must request and receive authorization from the District's General Manager or designee, before entering the premises.

1.3. Stewards

AFSCME will provide District in writing with the names of shop stewards and subsequent appointments, if any. Employees appointed as shop stewards are required to work full-time in their respective classifications and will not interrupt the work of other employees. A steward may, with the permission of their supervisor, leave their workstation during working hours for reasonable periods to investigate pending grievances and to present said grievances to representatives of the District. No steward may leave their job site without first obtaining the permission of their supervisor. Permission may be withheld by the supervisor, if, at the sole discretion of the supervisor, the steward's presence is necessary for the safe conduct and efficiency of the operations. Permission by the supervisor will not be unreasonably withheld.

1.4. Bulletin Boards

The District provides AFSCME bulletin boards at the District Office, the Placer and Grass Valley Yards, the Placer Office and Hydroelectric Department Office, and the Scotts Flat Recreation Division Office for the purpose of posting notices pertaining to Union business.

1.5. Dues Deduction

Upon certification from AFSCME that an employee has signed an authorization for the deduction of dues, the District will make payroll deductions in an amount to be determined by AFSCME and communicated to the District annually. The District promptly remits deductions to AFSCME. Employee requests to cancel membership dues deductions must be directed to AFSCME. Upon notification from AFSCME that an employee has canceled

membership dues, the District will promptly cease dues deductions from the employee's paycheck. AFSCME must hold the District harmless from all claims and will indemnify it against any unusual costs in implementing these provisions and will indemnify the District for any claims made by the employee or deductions made in reliance on that certification, in accordance with Government Code § 1157.12(a).

1.6. Advance Notice

The District will provide notice to AFSCME regarding changes in job classifications or policy that fall within the scope of representation under the Meyers-Milias-Brown Act (MMBA). AFSCME has fifteen (15) days to request a meet and confer.

1.7. Orientation

The District will provide AFSCME with a list of new hires in the bargaining unit and their classifications five (5) days in advance of the new employees' start date. AFSCME's ~~Business~~ Representative or designee will be given the opportunity to make a membership presentation to a new employee within ten (10) days of the employee's start date. AFSCME's representative or designee will be provided thirty (30) minutes to meet with new employees assigned to this bargaining unit. Only one (1) employee representative may attend the new employee orientation on paid release time including travel time. The parties agree that this complies fully with California Government Code Section 3556.

Article 2 - Probationary Period

New employees will complete a six (6) month probationary period. The Department Director may extend the initial probation for up to six (6) months in writing prior to the end of the initial probationary period. If no extension is proposed before the end of the initial probationary period, the employee will be considered to have passed probation.

The probationary period of an employee who is absent from work, temporarily reassigned to work in another classification, or temporarily assigned to perform modified or light-duty work will be extended by the same amount of time as the absence, reassignment, or modified/light duty assignment.

Employees who have not completed their initial probationary period are permitted to apply for open positions. If the employee is selected to fill the position, the employee is required to complete a new probationary period.

Employees who transfer or promote to a new classification are required to complete a new six (6) month probationary period.

During the probationary period, an employee may be released at any time by the Department Director, with or without cause, and with or without prior notice to the employee. The employee will be notified of release from probation. An employee who has been released during the probationary period has no right to appeal or grieve the decision.

Any employee who has obtained permanent status and who is released during a

subsequent probationary period will be reinstated to the position from which the employee was promoted or transferred.

Article 3 - Wages

3.1. Salary Schedule

The salary schedule consists of six (6) steps with five percent (5.0%) between steps.

3.2. Step Advancement

Employees will automatically receive a step advancement until they reach the top step of their salary schedule unless they receive a performance evaluation prior to their anniversary date where the overall rating is equivalent to “does not meet expectations” or “needs improvement.” Anniversary date is defined as the employee’s date of hire or last date of promotion, whichever is later.

3.3. Salary Increases

Effective the first full pay period following adoption by the Board of Directors or December 28, 2026, whichever is later, all classifications will receive a ~~f~~two point five percent (2.5%) wage increase.

~~Effective the first full pay period following adoption by the Board Directors or January 1, 2024, whichever is later, all classifications will receive a five percent (5.0%) salary increase.~~

~~Effective December 30, 2024, all classifications will be increased from 2.00% up to 5.00%, based on the August-to-August movement of the Consumer Price Index (CPI) for the prior year. The applicable CPI is the San Francisco Area, Wage Earners for all Urban Consumers (CP1-U).~~

~~Effective December 29, 2025, all classifications will be increased from 2.00% up to 5.00% based on the August-to-August movement of the Consumer Price Index (CPI) for the prior year. The applicable CPI is the San Francisco Area, Wage Earners for all Urban Consumers (CP1-U).~~

3.4. Class “A” Pay

Utility Workers I/II/Senior receive ~~seventy-five cents ($0.75) per hour~~Class “A” premium in the amount of three percent (3.0%) of their base hourly rate of pay for possession of a valid California Class A Driver’s License.

3.5. Establishment and Revision of Classification

The District may from time to time establish new and/or revise existing classifications and/or wages due to changes in operations or requirements as determined by the District in accordance with the Meet and Confer Process provided in State law.

3.6. Temporary Upgrade Pay

Employees assigned by the Department Director to work and perform the duties of a higher classification (temporary upgrade pay) will receive the rate of pay the employee would have received if promoted, but not less than five percent (5.0%).

3.7. Supervisor Premium

Employees who are routinely and consistently assigned in writing by their Department Director to supervise or lead a shift in the absence of a supervisor or lead for a minimum of forty (40) consecutive hours receive Supervisor Premium in the amount of five percent (5.0%) of their base hourly rate of pay for those hours worked as a supervisor or lead.

3.8. Out of Class Pay

Employees who are assigned in writing by their Department Director to perform work outside of their classification for a minimum of forty (40) consecutive hours receive five percent (5.0%) of their base hourly rate of pay for those hours worked.

3.9. Call-Back Pay

A call-back occurs when a supervisor specifically requires an employee to return to work and perform work outside their regularly scheduled work hours. Employees called back to work receive a minimum of two (2) times their regular rate of pay. If the call-back lasts more than two (2) hours the employee will receive two (2) times their regular rate of pay for actual hours worked up to a maximum of three (3) hours.

3.10. Remote Pay

Employees who are able to perform work remotely will be paid for a minimum of thirty (30) minutes at the applicable overtime rate per incident or actual time worked, whichever is greater.

3.11. Standby Pay

Standby is when any employee is designated by the Department Manager or Supervisor to be available after normal work hours, during weekends, or holidays. Standby pay is eighty-seven dollars and seventy-two cents ($87.72) per normal workday and one hundred and thirty-one dollars and fifty-eight cents ($131.58) per day on weekends and holidays. The weekend begins following the last hour of an employee's regularly scheduled workweek.

Standby duty requires the employee so assigned to:

- Be ready to respond immediately to call for service;
- Be reachable by telephone;

- Remain within a reasonable distance of the work location; and
- Refrain from activities that might impair their ability to perform assigned duties.

Article 4 - Vacant Job Postings

Vacant job postings will be distributed through District email to allow employees the opportunity to apply for the posted vacancy. Once posted and distributed, employees will have a minimum of seven (7) days to apply for the posted vacancy. Employees who meet the minimum qualifications will be provided with an opportunity to compete in the examination process.

Article 5 - Performance Evaluations

5.1. Evaluations

Employees will be evaluated prior to completing their probationary periods and at least once every twelve (12) months until they reach the top step of their salary schedule. Employees who have reached the top step of their salary schedule will be evaluated at least once every twenty-four (24) months. In addition, an employee may also be evaluated at any time at the discretion of the department head, or when the performance of the employee has been rated at or below the “Improvement Needed” level on the most recent evaluation.

5.2. Form of Evaluation

Performance evaluations are conducted using the form prescribed by the Human Resources Department. When an employee has worked under several supervisors, each supervisor should contribute to the evaluation.

Each performance evaluation will be discussed with the employee. The employee must sign the report as a means of acknowledging its content. The signature does not mean the employee agrees with the contents of the evaluation report. After the evaluation has been completed and signed, a copy will be given to the employee, their supervisor, and placed in the employee’s personnel file in the Human Resources Department.

5.3. Ratings of Less Than Standards

An employee who receives an overall performance rating of less than the minimum requirements should be evaluated at a more frequent interval to be determined by the District. An employee who receives an overall rating of less than the minimum requirements is not eligible for any salary step advancement or to participate in any promotional examinations until at least an overall minimum requirement rating has been established.

5.4. Employee Response to Evaluation

Employees may attach a reasonable amount of rebuttal materials to any evaluation with

which they disagree. Written statements in response to an evaluation must be submitted within fourteen (14) days of when the evaluation is provided to the employee to be included with the evaluation in the employee's personnel file. Evaluations are not subject to any form of appeal or grievance.

Article 6 - Sick Leave

6.1. Accrual

Full-time employees accrue 3.69 hours of sick leave per pay period, without limit. Part-time employees accrue sick leave on a pro-rata basis according to their full-time equivalency.

~~6.2. Definition~~

~~Sick leave is absence from work due to illness, non-industrial injury, industrial injury, or quarantine due to exposure to a contagious disease.~~

~~If an employee has exhausted sick leave and has a medical need to be absent from work, the District may require that the employee use available leaves to remain in paid status.~~

~~6.3. Attendance on Immediate Family~~

~~Employees may utilize their sick leave to attend to the illness of family members as defined by the California Family Rights Act.~~

~~6.4. Doctor's Certificate~~

~~If absence extends beyond three (3) consecutive workdays, the District requires a doctor's certificate be provided to Human Resources. If the absence exceeds five (5) consecutive workdays, a release from the doctor to return to work is required. Cost of obtaining a doctor's report is borne by the employee.~~

~~6.5.~~6.2. Integration of Benefits

Employees may not receive more than one hundred percent (100%) of their ~~regular~~ straight time rate of pay when using integrated benefits. Employees on an ~~approved~~ unpaid leave of absence for a full pay period ~~will~~ may not accrue vacation, sick, or receive holiday pay.

~~6.6.~~6.3. Payout Upon Separation

Upon voluntary termination, retirement, or death of an employee, an amount equal to fifty percent (50%) of accumulated sick leave will be paid to the employee or the estate of said employee. At the discretion of the employee or the estate of the employee, the accumulated sick leave may be paid in a single lump sum or may be deferred as deferred earnings at the rate of earnings in effect at the time of death, retirement, or voluntary termination. The District does not pay the employee for any unused accrued sick leave

upon the termination of an employee for cause.

~~6.7. Sick Leave Payout Reopener~~

~~Upon request from the District, AFSCME and the District will meet and confer regarding Article 6.6. Payout Upon Separation. Any change will be by mutual agreement.~~

Article 7 - Holidays

Full-time employees receive eight (8) hours of pay at their straight-time rate for each of the following holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Day
Independence Day	

Full-time employees receive an additional twenty-four (24) hours of floating holiday annually on the first full pay period of the calendar year. Employees hired during the year will receive prorated floating holiday hours. Unused floating holiday hours will be cashed out on the final paycheck in the year in that they were accrued.

Employees on an alternate work schedule are required to use ~~floating holiday hours, vacation, or CTO~~any available leave with the exception of sick leave to make up the difference between the holiday hours provided and the employee's regularly scheduled hours.

Part-time employees receive holidays and floating holiday hours on a pro-rated basis.

Observed Holidays for classifications scheduled Monday through Friday~~(other than operational field staff)~~:

- If the holiday falls on a Sunday, the Monday following is observed as the holiday. ~~Employees (other than operational staff) who work on the holiday will receive a holiday premium of half their regular rate of pay for each hour worked.~~

If the holiday falls on a Saturday, the Friday preceding is observed as the holiday.

- ~~Employees required to work on an observed holiday will receive an additional half-time for all hours worked on the holiday.~~

Observed Holidays for classifications scheduled other than Monday through Friday~~(operational field staff)~~:

The actual holiday is the observed holiday for operations staff. Employees required to work on an observed holiday will receive half-time for all hours worked on the holiday.

Employees whose regular work schedule includes an observed holiday and who are required to work on that holiday may take an alternate day off within the fourteen (14) days before or after the observed holiday. Such holiday time is not banked or carried over and has no cash value.

Article 8 - Jury Duty

Employees who are summoned for jury duty and unable to perform their regular duties will be given a leave of absence with pay for the duration of their jury duty.

Article 9 - Bereavement Leave

Employees who have been employed by the District for at least thirty (30) days are entitled to five (5) days of bereavement leave in the event of the death of a "family member." The District provides paid leave for the first twenty-four (24) hours, the employee may use ~~sick leave, vacation, CTO~~any available leave for any additional bereavement leave. The employee who utilizes bereavement leave must notify their supervisor of the intent to use bereavement leave. Bereavement leave must be taken within three months following the death of the family member.

Article 10 - Miscellaneous

10.1. Outside Employment

The District discourages employees from accepting employment from any other party. The District recognizes that in certain circumstances, outside employment may not conflict with the District's interest. Employees seeking outside employment with other parties must submit written requests for approval to the General Manager before accepting outside employment job offers. Outside work may not be performed by a District employee without prior written approval of the General Manager.

10.2. Boot Reimbursement

The District will provide a voucher or reimburse employees who are required to wear safety boots four hundred dollars ($400) per year for the purchase and/or repair of safety boots. Boots must meet applicable OSHA standards for the duties assigned.

10.3. Labor Management Meetings

The parties agree to meet upon request of either party to discuss issues concerning labor/management relations.

Article 11 - CalPERS Retirement

The District contracts with California Public Employees Retirement System (CalPERS)

for retirement benefits as follows:

Employees hired before May 10, 2012: These employees receive the two-point five percent (2.5%) at age fifty-five (55) retirement formula with the one-year final average compensation period. These employees pay one hundred percent (100%) of their eight percent (8%) employee member contribution.

Employees hired after May 9, 2012, and before January 1, 2013, and employees hired after December 31, 2012, with reciprocity recognized under CalPERS: These employees receive the two percent (2%) at age fifty-five (55) retirement formula with the three (3) year final average compensation period, as defined by CalPERS in Government Code Section 20037. These employees pay one hundred percent (100%) of their seven percent (7%) employee member contribution on a pre-tax basis.

Employees hired after December 31, 2012, without reciprocity recognized under CalPERS: These employees receive the two percent (2%) at age sixty-two (62) retirement formula with the three (3) year final average compensation period, as defined by CalPERS in Government Code Section 20037. These employees pay one half the total normal cost as determined annually by CalPERS on a pre-tax basis.

Optional Benefits – Retirement plans have the following optional CalPERS retirement benefits:

- Standard Non-Industrial Disability – Improved
- 1959 Survivor Benefit Level Three (3)
- Post-Retirement Death Benefits ~~Five~~ two thousand ~~Hundred~~ Dollar ($~~500~~2,000) Lump Sum
- Two percent (2%) retiree COLA

Article 12 - Vacation

Full-time employees accrue vacation per pay period based on total months of District Service as follows:

Months of Service	Hours Accrued
Date of hire – 48	3.692
49 through 108	4.615
109 through 168	6.166
169 through 228	7.691
229+	8.038

Employees may accrue a maximum of three hundred and fifty (350) hours of vacation. Once an employee reaches the maximum, they will no longer accrue vacation until they

fall below the cap. ~~Prior to the implementation of salary increases in Section 3.3, employees will have their vacation balances in excess of three hundred (300) hours cashed out effective January 1, 2024, to be paid on the January 5, 2024, paycheck.~~ Employees in an unpaid status do not accrue vacation.

Part-time employees accrue vacation on a pro-rata basis according to their full-time equivalency.

Employees must submit written requests for vacation to their Department Director or designee at least two (2) weeks prior to the requested vacation. Whenever possible, the Department Director will respond within seven (7) days of receipt of the request.

If an employee falls ill while on vacation, the employee may request to use sick leave in lieu of vacation time during the illness. Requests must be submitted at the time the employee falls ill and will be denied if submitted after the employee returns from vacation. Requests must be made to the employee's supervisor. An employee may be required to provide documentation supporting the request to use sick leave.

Upon separation, an employee will be paid out at their current rate of pay for all accrued hours and may not use vacation to delay their separation.

Article 13 - Insurance for Retirees

Employees Hired before May 10, 2012: Employees who were hired before May 10, 2012, and retire from the District (either a disability retirement or a service retirement) after completing at least ten (10) years of service are eligible to receive reimbursement up to the cost of the employee only premium for the PERS Gold Plan Region 1, minus any minimum contribution paid directly to CalPERS.

Employees Hired after May 9, 2012, and before January 1, 2022: Employees who were hired after May 9, 2012, and before January 1, 2022, and retire from the District (either a disability or service retirement) after completing at least ten (10) years of service are eligible to receive reimbursement up to twenty-five percent (25%) of the cost of the employee only premium for the PERS Gold Region 1 premium, minus the minimum contribution paid directly to CalPERS. Eligible employees will receive an additional two-point five percent (2.5%) for each year of service more than ten (10) years and up to twenty (20) years.

Upon attaining eligibility to participate in Medicare Part B benefits, the retiree and/or dependents must enroll in the CalPERS Medicare supplement plan. The District's contribution will be based on the premium for participation in the PERS Gold Medicare supplement plan, minus any minimum contribution paid directly to CalPERS.

Article 14 - Insurances

The District contracts for employees, dependents, retirees, and their dependents medical insurance benefit plans through the CalPERS Public Employees Medical and Hospital Care Act (PEMHCA) Employees must enroll in the District's sponsored dental plan.

The District contributes up to the following amounts towards employee medical insurance coverage and cafeteria plan benefits:

Tier	Medical Benefit	Cafeteria Plan	Total Benefit
Employee only	Note 1	Note 2	Note 3
Employee plus one	Note 1	Note 2	Note 4
Employee plus family	Note 1	Note 2	Note 5

Note 1: The Medical Benefit equals the Minimum Employer Contribution (MEC) established annually by CalPERS.

Note 2: Cafeteria Plan Benefit equals the difference between the Medical Benefit and the Total Benefit.

Note 3: The total benefit is $1,111.64~~946.84~~ plus 100% of the dental premium.

Note 4: The total benefit is $2,223.29~~1,893.68~~ plus 100% of the dental premium.

Note 5: The total benefit is $2,890.28~~2,461.78~~ plus 100% of the dental premium.

~~Effective January 1, 2025, notes~~Notes 3, 4, and 5 increase annually based on 75% of the increase in the Blue Shield Trio Region 1 CalPERS plan.

14.1. Medical-in-Lieu

Employees hired before October 27, 2021, receive $900.00 for waiving District medical coverage.

Employees hired after October 26, 2021, receive $450.00 for waiving District medical coverage.

14.2. Basic Life Insurance

The District provides group life insurance coverage at two times (2x) the employee's current annual base salary up to the insurer's cap.

14.3. Supplemental Life Insurance

The District offers an optional supplemental life plan for employees and dependents, at the employee's expense.

14.4. 457 Deferred Compensation Plan

The District provides a 457 Deferred Compensation Plan.

14.5. Dental Plan

The District provides dental insurance coverage for employees and their eligible

dependents. Employees must enroll in the District's dental plan.

14.6. Vision Plan

The District provides vision insurance coverage for employees and their eligible dependents. Employees must enroll in the District's vision plan.

14.7. IRS 125 Flexible Spending Accounts

Employees may contribute to a Flexible Spending Account (FSA) on a pre-tax basis to assist with the cost of medical/dental/vision expenses, deductibles, and co-payments.

14.8. IRS 125 Dependent Care Spending Plan

Employees may contribute to a Dependent Care Plan on a pre-tax basis to assist with the cost of eligible child or elder care expenses.

14.9. Employee Assistance Program

The District provides employees with an Employee Assistance Program.

14.10. Part-Time Employees

Part-time employees receive contributions towards medical, dental, vision, and long-term disability benefits on a pro-rata basis according to their full-time equivalency.

14.11. Disability Insurance

The District provides employees with long term disability insurance. The District provides a voluntary short-term disability plan for employees, at a cost to employees of half the premium.

14.12. Air Ambulance

The District provides air ambulance coverage for employees and their families.

Article 15 - Hours and Overtime

15.1. Standard Workweek Definition

The Standard workweek begins on Monday at 12:00 am and ends on Sunday at 11:59 pm and consists of five (5) consecutive eight (8) hour workdays.

15.2. Rest Periods

Employees receive an unpaid thirty (30) minute meal period and a maximum of two (2) rest breaks are usually permitted each workday for non-exempt employees. These breaks occur about midway through each half of the workday, and each break may not exceed fifteen (15) minutes. Under normal circumstances, an effort will be made not to interrupt

employees during their rest breaks.

15.3. Alternative Schedules

An employee may work an alternative work schedule with the written permission of the employee's Department Director. Alternate work schedules include the 9/80 and 4/10 schedule. The alternative work schedule may be ended by the Department Director and the employee's schedule changed to a different alternative work schedule or the standard work schedule. The District may change the employees work period when an employee begins and/or ends working an alternative schedule.

The Department Director or designee will consider employee's seniority within the classification in establishing priority for shift work scheduling.

15.4. Overtime

~~Employees~~ Non-exempt employees required to work in excess of forty (40) hours in the work ~~period~~ week receive overtime at time-and-a-half an employee's regular rate of pay. All paid time counts as hours worked towards the calculation of overtime. Employees may be required to work mandatory overtime. Employees may take overtime in cash or Compensation Time Off (CTO).

15.5. CTO

Employees may accrue a one-time maximum of ~~eighty (80)~~forty-five (45) hours annually of CTO. Employees may cash out CTO by submitting a request to payroll ten (10) days in advance. Payment will be on the employee's next regularly scheduled paycheck. The District will cash out CTO annually on the final paycheck of the year. Upon separation, CTO will be paid out at the employee's current regular rate of pay or the average of the final three (3) years, whichever is greater.

Employees who promote to a classification that is exempt from overtime will receive cash out of all accrued and unused CTO hours. This cash out will be effective prior to the employee's date of promotion.

15.6. Temporary Schedule Change

The District may schedule employees to work for periods other than their regular or scheduled work hours in any of the following situations:

a. Emergency conditions involving the maintenance, construction, or repair of District facilities.

b. Installation of new or additional facilities or repair of existing facilities of such character that work thereon reasonably requires work to be performed at times other than regular work hours.

c. Work involving cleaning debris from the intake of plants and trash racks where

extra precautionary measures are required to protect such District property, or the property owned by others.

d. Ice breaking and/or removal from water systems to maintain water flow.

e. Conditions which require the staffing of a plant or station which is normally unattended or is to be unattended upon completion.

15.7. Schedule Changes

When the District gives an employee less than seventy-two (72) hours' notice of a change in their work schedule the employee will receive a premium of half their regular rate of pay for all hours worked on the first two (2) days of the schedule change.

~~15.8. Mandatory Overtime~~

~~Employees may be required to work mandatory overtime.~~

~~15.9.~~15.8. Exempt Employees

Employees in the following classifications are considered exempt and not eligible for overtime:

- Customer Service Administrator
- Electrical Systems Superintendent
- Hydroelectric Generation Superintendent
- Hydroelectric Maintenance Superintendent
- Maintenance Superintendent
- Recreation Facility Superintendent
- Senior Administrative Analyst
- Senior Engineer (Registered)
- Treated Water Superintendent
- Water Resources Superintendent
- Water Superintendent

~~15.10.~~15.9. Administrative Leave

Exempt employees accrue sixty-four (64) hours of administrative leave annually in the first pay period of the year. Employees who become eligible for administrative leave at

any point after the first pay period of the year will receive their administrative leave hours on a pro-rata basis. Unused accrued administrative leave is cashed out annually on the final paycheck of the year. Upon separation employees will be paid for unused accrued administrative leave.

~~15.11.~~15.10. Flextime

With the prior approval of the Department Director or designee, non-exempt employees may take personal time off during the workday and time may be made up by working an equivalent number of hours outside the normal workday during the same workweek. Flextime (or make-up) hours are not considered overtime.

Article 16 - Shift Differentials

16.1. Weekend Differential

Employees who are routinely and consistently scheduled to work the weekends receive Shift Differential premium in the amount of five percent (5.0%) of their base hourly rate of pay for hours on Saturdays and Sundays.

16.2. Night Shift Differential

~~Employees who work the night shift will receive point four (0.4) hours of CTO per night shift.~~Employees who work the night shift will receive Shift Differential premium in the amount of five percent (5.0%) of their base hourly rate of pay. These employees do not routinely and consistently work the night shift and therefore, this premium will not be reported to CalPERS.

Article 17 - Layoffs and Bumping Rights

17.1. Policy

At any time, if the District determines that one (1) or more positions are to be eliminated for any reason, an employee filling the position may be laid-off.

17.2. Notice

The District will provide AFSCME notice of the proposed layoffs. Employees affected by a layoff will be given at least two (2) weeks prior notice.

17.3. Seniority Defined

For purposes of layoff, seniority is defined as an employee's current continuous full and part-time service in a classification plus higher classifications in the series.

17.4. Ties in Seniority

If there is a tie in seniority, the first tiebreaker will be determined by the total length of current continuous District service; if a tie remains, the tie will be broken by lot.

17.5. Order of Layoff

Employees will be laid-off in the inverse order of their seniority.

17.6. Layoff or Displacement Options

An employee notified of layoff has the following options:

a. Bumping Rights: If a full-time employee has held permanent status in a lower classification, the employee may voluntarily demote to that lower classification if the employee meets the current minimum job qualifications and has more seniority than at least one (1) of the incumbents in the lower classification.

   An employee exercising bumping rights must provide written notice of such to the Director of Human Resources within seven (7) days of receipt of notice of layoff. An employee bumping to a lower classification will be placed on the salary step representing the least loss of pay. An employee who does not timely exercise bumping rights will forfeit the ability to bump and will be laid off.

b. Accepting a transfer, if applicable: If an employee is unable to bump another employee, the employee may be eligible for transfer to a vacant position if the employee is qualified and capable of performing the duties of the vacant position, as determined by the General Manager or designee.

   An employee accepting an offered transfer must provide written notice of such to the Director of Human Resources within seven (7) days of receipt of notice of layoff. An employee who does not timely provide notice of acceptance of transfer opportunity will be laid-off. An employee transferred in lieu of layoff will be paid at the rate of pay for the new position at a step to be determined by the General Manager. The employee will serve a new ninety (90) day probationary period.

17.7. Reinstatement List

a. The names of all employees in regular positions who are laid off or who are demoted in lieu of layoff (either through a transfer or through bumping) will be placed on a reinstatement list. Reinstatement lists remain in effect for two (2) years, unless exhausted sooner.

b. If a position is reestablished, then employees on the reinstatement list will be offered the position in reverse order of the layoff. Failure to respond to and accept a reinstatement offer within seven (7) days of the date of the offer will result in the removal of the employee from the reinstatement list. It is the employee's responsibility to notify the District of any change to the employee's contact information.

Article 18 - Disciplinary Procedure

18.1. Employee Representation

Employees may have a representative present at all stages of the disciplinary process, provided that the representative is not a party to the action. When an employee is required to meet with a supervisor or director and the employee anticipates that such meeting will involve questioning leading to disciplinary action (i.e., an investigatory interview), upon request, the employee is entitled to have a steward or other representative present. Upon request, the employee is entitled to know the general subject of any meeting the employee is required to attend.

An employee is free to request and designate their representative/attorney at any step of the discipline procedure. The request or designation at any step of the discipline procedure does not prevent an employee from requesting or designating a different representative/attorney to appear on the employee's behalf at a subsequent step in the discipline procedure.

18.2. Progressive Discipline

The District applies the principle of progressive discipline where a disciplinary penalty will depend on multiple factors including but not limited to the severity of the offense, recidivism, aggravating and/or mitigating circumstances, and the employee's overall disciplinary history, if any. Disciplinary actions may be monetary and/or non-monetary. Examples of disciplinary action include, but are not limited to:

a. Warnings: Warnings are not considered discipline. Warnings may either be verbal or written reminders relating to the policy of the District and represent notice and an effort on the part of the District to assist employees with improving performance. Warnings may include confirmations of discussion, documented coaching and counseling meetings with written policy reminders, counseling memoranda, or performance improvement plans (PIP).

b. Reprimands: Reprimands will be removed from the employee's personnel file after one (1) year from the date of the Reprimand, provided there has been no recurrence of the conduct forming the basis for the Reprimand.

c. Reductions in Pay.

d. Unpaid Suspensions.

e. Demotions.

f. Employment Termination.

18.3. Grounds for Discipline

Grounds for discipline include but are not limited to the following:

a. Actual or threatened violence, harassment, and/or abusive treatment of the public or fellow employees.

b. Conviction of a felony or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of the employee's position. A plea of guilty or a conviction following a plea of *nolo contendere* is deemed to be a conviction within the meaning of this section.

c. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's position specification.

d. Dishonesty.

e. Possession, distribution, sale, use, or where performance of duties is impaired by alcoholic beverages or illegal drugs while on District property, while on duty or while operating a vehicle on District business.

f. Theft or unauthorized removal or possession of property or equipment from the District, other employees, or anyone on District property.

g. Falsifying, making erroneous entries or material omissions on District records.

h. Disorderly and/or unsafe conduct or actions, including violating safety or health rules or practices or engaging in conduct that creates a safety or health hazard.

i. Willful destruction, damage and/or misuse of property of the District, another employee, or a District visitor.

j. Possession or use of dangerous or unauthorized materials, such as explosives, firearms, or other similar items capable of causing great bodily harm or death while on District property, while on duty, or while operating a District vehicle.

k. Incompetence, inefficiency, negligence, failure to perform work as required, and/or unsatisfactory performance including quantity and/or quality of work product.

l. Violation of established District codes, policies, procedures, rules, and regulations, and/or violation of any lawful or reasonable regulation or order made and given by an employee's supervisor.

m. Insubordination, including improper conduct toward a supervisor or refusal to perform tasks assigned by a supervisor in the appropriate manner.

n. Excessive (and/or abusive) absenteeism and/or tardiness, including abuse of established sick leave policies and other leave and/or attendance policies.

o. Smoking in prohibited areas.

p. Engaging in unlawful strikes, individual or group slowdowns or work stoppages, or for violating or ordering the violation of the Memorandum of Understanding.

18.4. Notice for Reductions in Pay, Unpaid Suspensions, Demotions, and Terminations

The employee and AFSCME will be given written notice of proposed disciplinary action at least seven (7) calendar days prior to the date of the proposed disciplinary action.

Prior to the effective date of the disciplinary action that results in a pay reduction, unpaid suspension, demotion, or termination, the employee may request a Skelly meeting to discuss the proposed disciplinary action. The employee or their representative may respond to the proposed disciplinary action.

If the District decides to proceed with disciplinary action after the Skelly meeting, the Skelly Officer will prepare a Notice of Discipline including the facts, the discipline imposed and describe the employee's appeal right.

18.5. Appeal of Suspensions of Three Days or Less

An employee or their representative may appeal reductions in pay or unpaid suspensions of three days or less directly to the General Manager by notifying the Director of Human Resources within seven (7) calendar days of the issuance of the Notice of Discipline by the Skelly Officer.

18.6. Appeals of Suspensions of Greater than Three Days

An employee or their representative may appeal reductions in pay or unpaid suspensions of more than three days, demotions, or termination, to Mediation and/or an Administrative Law Judge by notifying the Director of Human Resources within seven (7) calendar days of the issuance of the Notice of Discipline by the Skelly Officer.

18.7. Mediation

If the employee or their representative requests mediation, the Director of Human Resources will request a mediator from the California State Mediation and Conciliation Services. The Parties will schedule mediation as soon as practicable. Any cost for the mediator will be shared equally by the parties.

18.8. Administrative Law Judge

If the employee is unhappy with the outcome of mediation or requests to go directly to an Administrative Law Judge, the Director of Human Resources will contact the California Office of Administrative Hearings to assign an Administrative Law Judge. The Director of Human Resources is responsible for scheduling and notifying the employee about the time and place of the hearing and notifying the Administrative Law Judge of the nature of the proceedings.

Unless otherwise stipulated, the hearing is closed to the public and conducted in an informal manner under the direction and authority of the Administrative Law Judge.

Employees called as witnesses serve without loss of pay.

The cost of the Administrative Law Judge and court reporter will be shared equally

between the District and Union. The transcript of the hearing becomes a record of the proceedings for the purpose of any future judicial review.

18.9. Final Decision

Within forty-five (45) calendar days of the conclusion of the hearing, unless waived by the parties, the Administrative Law Judge will prepare the record of the hearing and will submit a written decision of findings of fact, rulings of law (if any), and an advisory decision to the General Manager. Copies will be sent to the parties. The General Manager will provide employees and their representatives with a written decision. The General Manager's decision is final and binding.

Article 19 - Grievance Procedure

The purpose of this procedure is an orderly process for reviewing and resolving employee grievances at the lowest possible administrative level in the shortest possible time.

19.1. Definitions

1. A grievance is a complaint of one (1) or more employees or a dispute between the Union and the District involving the application or enforcement of the express terms of this Agreement.

2. A grievant is one (1) or more employees or the Union who submits a grievance.

3. Disciplinary actions of an employee will not be subject to the grievance procedure pursuant to this Article. Those matters will be governed by the disciplinary procedures set forth in this Agreement.

4. The written grievance will include the following:

    a. A statement of the grievance clearly indicating the question raised by the grievance and the article(s) and section(s) of this Agreement.

    b. The remedy or correction requested.

    c. The grievance form must be signed and dated by the grievant.

19.2. Step 1

Within fifteen (15) calendar days from the event giving rise to the grievance or from the date the ~~employee~~ grievant could reasonably have expected to have had knowledge of such event, the grievant shall file a formal written grievance with the employee's Department Director. ~~Within fifteen (15) calendar days of the receipt of the grievance, the Department Director or designee will investigate the grievance.~~ Within thirty (30) calendar days of the receipt of the grievance, the Department Director or designee will investigate the grievance and provide the grievant a written response.

19.3. Step 2

If the grievant is not satisfied with the ~~step one (1)~~Step 1 response, the grievant may, within fifteen (15) calendar days, file a written appeal to the General Manager. ~~Within fifteen (15) calendar days of the receipt of the grievance, the General Manager will investigate the grievance.~~ Within thirty (30) calendar days of the receipt of the grievance, the General Manager will investigate the grievance and provide the grievant a written response.

19.4. Step 3

If the grievant is not satisfied with the ~~step two (2)~~Step 2 response, the Union may, within fifteen (15) calendar days, file an appeal to an arbitrator by notifying the Director of Human Resources. The parties may agree on an arbitrator. If they are unable to do so, the Director of Human Resources will request a list of arbitrators from the State Mediation and Conciliation Services. The arbitrators must reside in Northern California and have public agency experience. The parties will alternate striking names until one (1) arbitrator remains. The moving party strikes first.

19.5. Conduct of the Hearing

The Director of Human Resources will be responsible for scheduling and notification as to the time and place of the hearing and for notifying the Arbitrator of the nature of the proceeding.

Unless otherwise stipulated, the hearing is closed to the public and conducted in an informal manner.

Employees called as witnesses will serve without loss of pay.

An Arbitrator's decision may not alter any provisions of this Memorandum of Understanding, any District ordinance or resolution, or any State or Federal law or regulation.

19.6. Costs

The cost of the Arbitrator and the list(s) from the State Mediation and Conciliation Service will be shared equally between the District and Union. Should an Arbitrator require a court reporter, the parties will share the cost equally. The transcript of the hearing becomes a record of the proceedings for the purpose of any future judicial review.

19.7. Final Decision

Within forty-five (45) calendar days of the conclusion of the hearing, unless waived by the parties, the Arbitrator will prepare the record of the hearing and will submit a written ~~advisory~~ decision to the General Manager. Copies will be sent to the parties. The Arbitrator's decision is final and binding.

Article 20 - Severability

If any article or section of this Agreement is found invalid, unlawful, or unenforceable because of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections remain in full force and effect. In the event of invalidation of any provision, the District will notify Local 146 and meet within thirty (30) days to meet and confer in an attempt to agree upon a replacement of the provision.

~~Article 20 -~~ Article 21 - Term

This Memorandum of Understanding is effective ~~January 1, 2024~~December 28, 2026, through December 31, ~~2026~~2027.

Date: _____	Date: _____
Nevada Irrigation District	AFSCME
_____	_____
Jennifer Hanson, General Manager	Robin Timoszyk
_____	_____
Greg Jones, Assistant General Manager	~~Carl W. Cookson~~Lisa Price
_____	_____
Naomi Schmitt, Director of Human Resources	~~Barbara Wibberley~~Steve Beebe
_____	_____
Michael W. Jarvis, Liebert Cassidy Whitmore	Matt Baker
	_____
	Wayne Mac~~m~~Menigall

APPENDIX A

Administrative Analyst I	Administrative Analyst II
Assistant Engineer	Assistant Maintenance Superintendent – Vegetation Control
Assistant Water Superintendent	Associate Engineer (Registered)
Business Services Technician I	Business Services Technician II
Buyer	Cashier
Chief Water Treatment Operator	Construction Inspection Supervisor
Construction Inspector I	Construction Inspector II
Cross Connection Control Technician I	Cross Connection Control Technician II
Customer Service Administrator	Customer Service Representative I
Customer Service Representative II	Customer Service Technician I
Customer Service Technician II	Dispatcher I
Dispatcher II	Electrical Systems Superintendent
Electrical Systems Technician I	Electrical Systems Technician II
Engineering Technician I	Engineering Technician II
Equipment Mechanic I	Equipment Mechanic II
Equipment Mechanic Supervisor	Equipment Operator
Equipment Service Worker	Facility Ranger
Finance Assistant I	Finance Assistant II
GIS Analyst I	GIS Analyst II
GIS Technician I	GIS Technician II
Hydraulic Technician I	Hydraulic Technician II
Hydro Electrical Machinist I	Hydro Electrical Machinist II
Hydroelectric Communication Technician I	Hydroelectric Communication Technician II
Hydroelectric Compliance and Protection System Specialist	Hydroelectric Compliance Technician I
Hydroelectric Compliance Technician II	Hydroelectric Generation Superintendent
Hydroelectric Maintenance Technician I	Hydroelectric Maintenance Technician II
Hydroelectric Maintenance Superintendent	Hydroelectric Plant Operator I
Hydroelectric Plant Operator II	Hydroelectric Systems Technician I
Hydroelectric Systems Technician II	Hydroelectric Water Systems Operator I
Hydroelectric Water Systems Operator II	Hydrographer I
Hydrographer II	Land Surveyor
Maintenance Superintendent	Maintenance Supervisor
Management Assistant	Office Assistant I
Office Assistant II	Operations Administrator
Operations Technician I	Operations Technician II
Purchasing Supervisor	Recreation Assistant I
Recreation Assistant II	Recreation Facility Superintendent
Right of Way Agent I	Right of Way Agent II
Safety Technician I	Safety Technician II
Senior Administrative Analyst	Senior Customer Service Representative
Senior Engineer (Registered)	Senior Engineering Technician
Senior Hydro Electrical Machinist	Senior Hydroelectric Maintenance Technician
Senior Hydroelectric Plant Operator	Senior Hydroelectric Systems Technician
Senior Hydrographer	Senior Park Ranger

Senior Right of Way Agent	Senior Storekeeper
Senior Survey Technician	Senior Utility Worker
Senior Vegetation Control Worker	Senior Water Distribution Operator
Senior Welder	Storekeeper
Supervising Electrical Systems Technician	Supervising Mechanical/Civil Foreman
Supervising Operator	Survey Technician I
Survey Technician II	Treated Water Superintendent
Utility Worker I	Utility Worker II
Vegetation Control Worker I	Vegetation Control Worker II
Water Distribution Operator I	Water Distribution Operator II
Water Distribution Supervisor	Water Efficiency Technician I
Water Efficiency Technician II	Water Resources Superintendent
Water Superintendent	Water Treatment Operator I
Water Treatment Operator II	Water Treatment Supervisor
Welder I	Welder II

Memorandum of Understanding

between

Nevada Irrigation District

and

AFSCME, Local 146, AFL-CIO

December 28, 2026 – December 31, 2027

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Preamble

This Memorandum of Understanding (MOU) is entered into by the Nevada Irrigation District (District), and the American Federation of State, County and Municipal Employees (AFSCME) Local 146, AFL-CIO. The parties met and conferred in good faith regarding wages, hours, and other terms and conditions of employment for employees and freely exchanged information, opinions, and proposals in reaching this Agreement.

Article 1 - Union Rights

1.1. Recognition

The District recognizes AFSCME as the exclusive representative of employees listed in Appendix A.

1.2. Access

AFSCME is permitted access to District property to confer at reasonable times with District employees on matters of employer-employee relations. Representatives will not interfere with the work in progress and must request and receive authorization from the District's General Manager or designee, before entering the premises.

1.3. Stewards

AFSCME will provide District in writing with the names of shop stewards and subsequent appointments, if any. Employees appointed as shop stewards are required to work full-time in their respective classifications and will not interrupt the work of other employees. A steward may, with the permission of their supervisor, leave their workstation during working hours for reasonable periods to investigate pending grievances and to present said grievances to representatives of the District. No steward may leave their job site without first obtaining the permission of their supervisor. Permission may be withheld by the supervisor, if, at the sole discretion of the supervisor, the steward's presence is necessary for the safe conduct and efficiency of the operations. Permission by the supervisor will not be unreasonably withheld.

1.4. Bulletin Boards

The District provides AFSCME bulletin boards at the District Office, the Placer and Grass Valley Yards, the Placer Office and Hydroelectric Department Office, and the Scotts Flat Recreation Division Office for the purpose of posting notices pertaining to Union business.

1.5. Dues Deduction

Upon certification from AFSCME that an employee has signed an authorization for the deduction of dues, the District will make payroll deductions in an amount to be determined by AFSCME and communicated to the District annually. The District promptly remits deductions to AFSCME. Employee requests to cancel membership dues deductions must be directed to AFSCME. Upon notification from AFSCME that an employee has canceled

membership dues, the District will promptly cease dues deductions from the employee's paycheck. AFSCME must hold the District harmless from all claims and will indemnify it against any unusual costs in implementing these provisions and will indemnify the District for any claims made by the employee or deductions made in reliance on that certification, in accordance with Government Code § 1157.12(a).

1.6. Advance Notice

The District will provide notice to AFSCME regarding changes in job classifications or policy that fall within the scope of representation under the Meyers-Milias-Brown Act (MMBA). AFSCME has fifteen (15) days to request a meet and confer.

1.7. Orientation

The District will provide AFSCME with a list of new hires in the bargaining unit and their classifications five (5) days in advance of the new employees' start date. AFSCME's Representative or designee will be given the opportunity to make a membership presentation to a new employee within ten (10) days of the employee's start date. AFSCME's representative or designee will be provided thirty (30) minutes to meet with new employees assigned to this bargaining unit. Only one (1) employee representative may attend the new employee orientation on paid release time including travel time. The parties agree that this complies fully with California Government Code Section 3556.

Article 2 - Probationary Period

New employees will complete a six (6) month probationary period. The Department Director may extend the initial probation for up to six (6) months in writing prior to the end of the initial probationary period. If no extension is proposed before the end of the initial probationary period, the employee will be considered to have passed probation.

The probationary period of an employee who is absent from work, temporarily reassigned to work in another classification, or temporarily assigned to perform modified or light-duty work will be extended by the same amount of time as the absence, reassignment, or modified/light duty assignment.

Employees who have not completed their initial probationary period are permitted to apply for open positions. If the employee is selected to fill the position, the employee is required to complete a new probationary period.

Employees who transfer or promote to a new classification are required to complete a new six (6) month probationary period.

During the probationary period, an employee may be released at any time by the Department Director, with or without cause, and with or without prior notice to the employee. The employee will be notified of release from probation. An employee who has been released during the probationary period has no right to appeal or grieve the decision.

Any employee who has obtained permanent status and who is released during a subsequent probationary period will be reinstated to the position from which the employee was promoted or transferred.

Article 3 - Wages

3.1. Salary Schedule

The salary schedule consists of six (6) steps with five percent (5.0%) between steps.

3.2. Step Advancement

Employees will automatically receive a step advancement until they reach the top step of their salary schedule unless they receive a performance evaluation prior to their anniversary date where the overall rating is equivalent to “does not meet expectations” or “needs improvement.” Anniversary date is defined as the employee’s date of hire or last date of promotion, whichever is later.

3.3. Salary Increases

Effective the first full pay period following adoption by the Board Directors or December 28, 2026, whichever is later, all classifications will receive a two point five percent (2.5%) wage increase.

3.4. Class “A” Pay

Utility Workers I/II/Senior receive Class “A” premium in the amount of three percent (3.0%) of their base hourly rate of pay for possession of a valid California Class A Driver’s License.

3.5. Establishment and Revision of Classification

The District may from time to time establish new and/or revise existing classifications and/or wages due to changes in operations or requirements as determined by the District in accordance with the Meet and Confer Process provided in State law.

3.6. Temporary Upgrade Pay

Employees assigned by the Department Director to work and perform the duties of a higher classification (temporary upgrade pay) will receive the rate of pay the employee would have received if promoted, but not less than five percent (5.0%).

3.7. Supervisor Premium

Employees who are routinely and consistently assigned in writing by their Department Director to supervise or lead a shift in the absence of a supervisor or lead for a minimum of forty (40) consecutive hours receive Supervisor Premium in the amount of five percent (5.0%) of their base hourly rate of pay for those hours worked as a supervisor or lead.

3.8. Out of Class Pay

Employees who are assigned in writing by their Department Director to perform work outside of their classification for a minimum of forty (40) consecutive hours receive five percent (5.0%) of their base hourly rate of pay for those hours worked.

3.9. Call-Back Pay

A call-back occurs when a supervisor specifically requires an employee to return to work and perform work outside their regularly scheduled work hours. Employees called back to work receive a minimum of two (2) times their regular rate of pay. If the call-back lasts more than two (2) hours the employee will receive two (2) times their regular rate of pay for actual hours worked up to a maximum of three (3) hours.

3.10. Remote Pay

Employees who are able to perform work remotely will be paid for a minimum of thirty (30) minutes at the applicable overtime rate per incident or actual time worked, whichever is greater.

3.11. Standby Pay

Standby is when any employee is designated by the Department Manager or Supervisor to be available after normal work hours, during weekends, or holidays. Standby pay is eighty-seven dollars and seventy-two cents ($87.72) per normal workday and one hundred and thirty-one dollars and fifty-eight cents ($131.58) per day on weekends and holidays. The weekend begins following the last hour of an employee's regularly scheduled workweek.

Standby duty requires the employee so assigned to:

- Be ready to respond immediately to call for service;
- Be reachable by telephone;
- Remain within a reasonable distance of the work location; and
- Refrain from activities that might impair their ability to perform assigned duties.

Article 4 - Vacant Job Postings

Vacant job postings will be distributed through District email to allow employees the opportunity to apply for the posted vacancy. Once posted and distributed, employees will have a minimum of seven (7) days to apply for the posted vacancy. Employees who meet the minimum qualifications will be provided with an opportunity to compete in the examination process.

Article 5 - Performance Evaluations

5.1. Evaluations

Employees will be evaluated prior to completing their probationary periods and at least once every twelve (12) months until they reach the top step of their salary schedule. Employees who have reached the top step of their salary schedule will be evaluated at least once every twenty-four (24) months. In addition, an employee may also be evaluated at any time at the discretion of the department head, or when the performance of the employee has been rated at or below the “Improvement Needed” level on the most recent evaluation.

5.2. Form of Evaluation

Performance evaluations are conducted using the form prescribed by the Human Resources Department. When an employee has worked under several supervisors, each supervisor should contribute to the evaluation.

Each performance evaluation will be discussed with the employee. The employee must sign the report as a means of acknowledging its content. The signature does not mean the employee agrees with the contents of the evaluation report. After the evaluation has been completed and signed, a copy will be given to the employee, their supervisor, and placed in the employee’s personnel file in the Human Resources Department.

5.3. Ratings of Less Than Standards

An employee who receives an overall performance rating of less than the minimum requirements should be evaluated at a more frequent interval to be determined by the District. An employee who receives an overall rating of less than the minimum requirements is not eligible for any salary step advancement or to participate in any promotional examinations until at least an overall minimum requirement rating has been established.

5.4. Employee Response to Evaluation

Employees may attach a reasonable amount of rebuttal materials to any evaluation with which they disagree. Written statements in response to an evaluation must be submitted within fourteen (14) days of when the evaluation is provided to the employee to be included with the evaluation in the employee’s personnel file. Evaluations are not subject to any form of appeal or grievance.

Article 6 - Sick Leave

6.1. Accrual

Full-time employees accrue 3.69 hours of sick leave per pay period, without limit. Part-time employees accrue sick leave on a pro-rata basis according to their full-time equivalency.

6.2. Integration of Benefits

Employees may not receive more than one hundred percent (100%) of their straight time rate of pay when using integrated benefits. Employees on an unpaid leave of absence for a full pay period may not accrue vacation, sick, or receive holiday pay.

6.3. Payout Upon Separation

Upon voluntary termination, retirement, or death of an employee, an amount equal to fifty percent (50%) of accumulated sick leave will be paid to the employee or the estate of said employee. At the discretion of the employee or the estate of the employee, the accumulated sick leave may be paid in a single lump sum or may be deferred as deferred earnings at the rate of earnings in effect at the time of death, retirement, or voluntary termination. The District does not pay the employee for any unused accrued sick leave upon the termination of an employee for cause.

Article 7 - Holidays

7.1. Holidays Observed

Full-time employees receive eight (8) hours of pay at their straight-time rate for each of the following holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Day
Independence Day	

Full-time employees receive an additional twenty-four (24) hours of floating holiday annually on the first full pay period of the calendar year. Employees hired during the year will receive prorated floating holiday hours. Unused floating holiday hours will be cashed out on the final paycheck in the year in that they were accrued.

Employees on an alternate work schedule are required to use any available leave with the exception of sick leave to make up the difference between the holiday hours provided and the employee's regularly scheduled hours.

Part-time employees receive holidays and floating holiday hours on a pro-rated basis.

7.2. Observed Holidays for classifications scheduled Monday through Friday

If the holiday falls on a Sunday, the Monday following is observed as the holiday. If the holiday falls on a Saturday, the Friday preceding is observed as the holiday.

7.3. Observed Holidays for classifications scheduled other than Monday through Friday

The actual holiday is the observed holiday for operations staff. Employees required to work on an observed holiday will receive half-time for all hours worked on the holiday.

Employees whose regular work schedule includes an observed holiday and who are required to work on that holiday may take an alternate day off within the fourteen (14) days before or after the observed holiday. Such holiday time is not banked or carried over and has no cash value.

Article 8 - Jury Duty

Employees who are summoned for jury duty and unable to perform their regular duties will be given a leave of absence with pay for the duration of their jury duty.

Article 9 - Bereavement Leave

Employees who have been employed by the District for at least thirty (30) days are entitled to five (5) days of bereavement leave in the event of the death of a “family member.” The District provides paid leave for the first twenty-four (24) hours, the employee may use any available leave for any additional bereavement leave. The employee who utilizes bereavement leave must notify their supervisor of the intent to use bereavement leave. Bereavement leave must be taken within three months following the death of the family member.

Article 10 - Miscellaneous

10.1. Outside Employment

The District discourages employees from accepting employment from any other party. The District recognizes that in certain circumstances, outside employment may not conflict with the District’s interest. Employees seeking outside employment with other parties must submit written requests for approval to the General Manager before accepting outside employment job offers. Outside work may not be performed by a District employee without prior written approval of the General Manager.

10.2. Boot Reimbursement

The District will provide a voucher or reimburse employees who are required to wear safety boots four hundred dollars ($400) per year for the purchase and/or repair of safety boots. Boots must meet applicable OSHA standards for the duties assigned.

10.3. Labor Management Meetings

The parties agree to meet upon request of either party to discuss issues concerning labor/management relations.

Article 11 - CalPERS Retirement

The District contracts with California Public Employees Retirement System (CalPERS) for retirement benefits as follows:

Employees hired before May 10, 2012: These employees receive the two-point five percent (2.5%) at age fifty-five (55) retirement formula with the one-year final average compensation period. These employees pay one hundred percent (100%) of their eight percent (8%) employee member contribution.

Employees hired after May 9, 2012, and before January 1, 2013, and employees hired after December 31, 2012, with reciprocity recognized under CalPERS: These employees receive the two percent (2%) at age fifty-five (55) retirement formula with the three (3) year final average compensation period, as defined by CalPERS in Government Code Section 20037. These employees pay one hundred (100%) of their seven percent (7%) employee member contribution on a pre-tax basis.

Employees hired after December 31, 2012, without reciprocity recognized under CalPERS: These employees receive the two percent (2%) at age sixty-two (62) retirement formula with the three (3) year final average compensation period, as defined by CalPERS in Government Code Section 20037. These employees pay one half the total normal cost as determined annually by CalPERS on a pre-tax basis.

Optional Benefits – Retirement plans have the following optional CalPERS retirement benefits:

- Standard Non-Industrial Disability – Improved
- 1959 Survivor Benefit Level Three (3)
- Post-Retirement Death Benefits two thousand Dollar ($2,000) Lump Sum
- Two percent (2%) retiree COLA

Article 12 - Vacation

Full-time employees accrue vacation per pay period based on total months of District Service as follows:

Months of Service	Hours Accrued
Date of hire – 48	3.692
49 through 108	4.615
109 through 168	6.166
169 through 228	7.691
229+	8.038

Employees may accrue a maximum of three hundred and fifty (350) hours of vacation. Once an employee reaches the maximum, they will no longer accrue vacation until they fall below the cap. Employees in an unpaid status do not accrue vacation.

Part-time employees accrue vacation on a pro-rata basis according to their full-time equivalency.

Employees must submit written requests for vacation to their Department Director or designee at least two (2) weeks prior to the requested vacation. Whenever possible, the Department Director will respond within seven (7) days of receipt of the request.

If an employee falls ill while on vacation, the employee may request to use sick leave in lieu of vacation time during the illness. Requests must be submitted at the time the employee falls ill and will be denied if submitted after the employee returns from vacation. Requests must be made to the employee's supervisor. An employee may be required to provide documentation supporting the request to use sick leave.

Upon separation, an employee will be paid out at their current rate of pay for all accrued hours and may not use vacation to delay their separation.

Article 13 - Insurance for Retirees

Employees Hired before May 10, 2012: Employees who were hired before May 10, 2012, and retire from the District (either a disability retirement or a service retirement) after completing at least ten (10) years of service are eligible to receive reimbursement up to the cost of the employee only premium for the PERS Gold Plan Region 1, minus any minimum contribution paid directly to CalPERS.

Employees Hired after May 9, 2012, and before January 1, 2022: Employees who were hired after May 9, 2012, and before January 1, 2022, and retire from the District (either a disability or service retirement) after completing at least ten (10) years of service are eligible to receive reimbursement up to twenty-five percent (25%) of the cost of the employee only premium for the PERS Gold Region 1 premium, minus the minimum contribution paid directly to CalPERS. Eligible employees will receive an additional two-point five percent (2.5%) for each year of service more than ten (10) years and up to twenty (20) years.

Upon attaining eligibility to participate in Medicare Part B benefits, the retiree and/or dependents must enroll in the CalPERS Medicare supplement plan. The District's contribution will be based on the premium for participation in the PERS Gold Medicare supplement plan, minus any minimum contribution paid directly to CalPERS.

Article 14 - Insurances

The District contracts for employees, dependents, retirees, and their dependents medical insurance benefit plans through the CalPERS Public Employees Medical and Hospital Care Act (PEMHCA) Employees must enroll in the District's sponsored dental plan.

The District contributes up to the following amounts towards employee medical insurance coverage and cafeteria plan benefits:

Tier	Medical Benefit	Cafeteria Plan	Total Benefit
Employee only	Note 1	Note 2	Note 3
Employee plus one	Note 1	Note 2	Note 4
Employee plus family	Note 1	Note 2	Note 5

Note 1: The Medical Benefit equals the Minimum Employer Contribution (MEC) established annually by CalPERS.

Note 2: Cafeteria Plan Benefit equals the difference between the Medical Benefit and the Total Benefit.

Note 3: The total benefit is $1,138.63 plus 100% of the dental premium.

Note 4: The total benefit is $2,277.28 plus 100% of the dental premium.

Note 5: The total benefit is $2,890.28 plus 100% of the dental premium.

Notes 3, 4, and 5 increase annually based on 75% of the increase in the Blue Shield Trio Region 1 CalPERS plan.

14.1. Medical-in-Lieu

Employees hired before October 27, 2021, receive $900.00 for waiving District medical coverage.

Employees hired after October 26, 2021, receive $450.00 for waiving District medical coverage.

14.2. Basic Life Insurance

The District provides group life insurance coverage at two times (2x) the employee’s current annual base salary up to the insurer’s cap.

14.3. Supplemental Life Insurance

The District offers an optional supplemental life plan for employees and dependents, at the employee’s expense.

14.4. 457 Deferred Compensation Plan

The District provides a 457 Deferred Compensation Plan.

14.5. Dental Plan

The District provides dental insurance coverage for employees and their eligible dependents. Employees must enroll in the District's dental plan.

14.6. Vision Plan

The District provides vision insurance coverage for employees and their eligible dependents. Employees must enroll in the District's vision plan.

14.7. IRS 125 Flexible Spending Accounts

Employees may contribute to a Flexible Spending Account (FSA) on a pre-tax basis to assist with the cost of medical/dental/vision expenses, deductibles, and co-payments.

14.8. IRS 125 Dependent Care Spending Plan

Employees may contribute to a Dependent Care Plan on a pre-tax basis to assist with the cost of eligible child or elder care expenses.

14.9. Employee Assistance Program

The District provides employees with an Employee Assistance Program.

14.10. Part-Time Employees

Part-time employees receive contributions towards medical, dental, vision, and long-term disability benefits on a pro-rata basis according to their full-time equivalency.

14.11. Disability Insurance

The District provides employees with long term disability insurance. The District provides a voluntary short-term disability plan for employees, at a cost to employees of half the premium.

14.12. Air Ambulance

The District provides air ambulance coverage for employees and their families.

Article 15 - Hours and Overtime

15.1. Standard Workweek Definition

The Standard workweek begins on Monday at 12:00 am and ends on Sunday at 11:59 pm and consists of five (5) consecutive eight (8) hour workdays.

15.2. Rest Periods

Employees receive an unpaid thirty (30) minute meal period and a maximum of two (2) rest breaks are usually permitted each workday for non-exempt employees. These breaks occur about midway through each half of the workday, and each break may not exceed fifteen (15) minutes. Under normal circumstances, an effort will be made not to interrupt employees during their rest breaks.

15.3. Alternative Schedules

An employee may work an alternative work schedule with the written permission of the employee's Department Director. Alternate work schedules include the 9/80 and 4/10 schedule. The alternative work schedule may be ended by the Department Director and the employee's schedule changed to a different alternative work schedule or the standard work schedule. The District may change the employees work period when an employee begins and/or ends working an alternative schedule.

The Department Director or designee will consider employee's seniority within the classification in establishing priority for shift work scheduling.

15.4. Overtime

Non-exempt employees required to work in excess of forty (40) hours in the work week receive overtime at time-and-a-half an employee's regular rate of pay. All paid time counts as hours worked towards the calculation of overtime. Employees may be required to work mandatory overtime. Employees may take overtime in cash or Compensation Time Off (CTO).

15.5. CTO

Employees may accrue a one-time maximum of forty-five (45) hours annually of CTO. Employees may cash out CTO by submitting a request to payroll ten (10) days in advance. Payment will be on the employee's next regularly scheduled paycheck. The District will cash out CTO annually on the final paycheck of the year. Upon separation, CTO will be paid out at the employee's current regular rate of pay or the average of the final three (3) years, whichever is greater.

Employees who promote to a classification that is exempt from overtime will receive cash out of all accrued and unused CTO hours. This cash out will be effective prior to the employee's date of promotion.

15.6. Temporary Schedule Change

The District may schedule employees to work for periods other than their regular or scheduled work hours in any of the following situations:

a. Emergency conditions involving the maintenance, construction, or repair of District facilities.

b. Installation of new or additional facilities or repair of existing facilities of such character that work thereon reasonably requires work to be performed at times other than regular work hours.

c. Work involving cleaning debris from the intake of plants and trash racks where extra precautionary measures are required to protect such District property, or the property owned by others.

d. Ice breaking and/or removal from water systems to maintain water flow.

e. Conditions which require the staffing of a plant or station which is normally unattended or is to be unattended upon completion.

15.7. Schedule Changes

When the District gives an employee less than seventy-two (72) hours' notice of a change in their work schedule the employee will receive a premium of half their regular rate of pay for all hours worked on the first two (2) days of the schedule change.

15.8. Exempt Employees

Employees in the following classifications are considered exempt and not eligible for overtime:

- Customer Service Administrator
- Electrical Systems Superintendent
- Hydroelectric Generation Superintendent
- Hydroelectric Maintenance Superintendent
- Maintenance Superintendent
- Recreation Facility Superintendent
- Senior Administrative Analyst
- Senior Engineer (Registered)
- Treated Water Superintendent
- Water Resources Superintendent
- Water Superintendent

15.9. Administrative Leave

Exempt employees accrue sixty-four (64) hours of administrative leave annually in the first pay period of the year. Employees who become eligible for administrative leave at any point after the first pay period of the year will receive their administrative leave hours on a pro-rata basis. Unused accrued administrative leave is cashed out annually on the final paycheck of the year. Upon separation employees will be paid for unused accrued administrative leave.

15.10. Flextime

With the prior approval of the Department Director or designee, non-exempt employees may take personal time off during the workday and time may be made up by working an equivalent number of hours outside the normal workday during the same workweek. Flextime (or make-up) hours are not considered overtime.

Article 16 - Shift Differentials

16.1. Weekend Differential

Employees who are routinely and consistently scheduled to work the weekends receive Shift Differential premium in the amount of five percent (5.0%) of their base hourly rate of pay for hours on Saturdays and Sundays.

16.2. Night Shift Differential

Employees who work the night shift will receive Shift Differential premium in the amount of five percent (5.0%) of their base hourly rate of pay. These employees do not routinely and consistently work the night shift and therefore, this premium will not be reported to CalPERS.

Article 17 - Layoffs and Bumping Rights

17.1. Policy

At any time, if the District determines that one (1) or more positions are to be eliminated for any reason, an employee filling the position may be laid-off.

17.2. Notice

The District will provide AFSCME notice of the proposed layoffs. Employees affected by a layoff will be given at least two (2) weeks prior notice.

17.3. Seniority Defined

For purposes of layoff, seniority is defined as an employee’s current continuous full and part-time service in a classification plus higher classifications in the series.

17.4. Ties in Seniority

If there is a tie in seniority, the first tiebreaker will be determined by the total length of current continuous District service; if a tie remains, the tie will be broken by lot.

17.5. Order of Layoff

Employees will be laid-off in the inverse order of their seniority.

17.6. Layoff or Displacement Options

An employee notified of layoff has the following options:

a. Bumping Rights: If a full-time employee has held permanent status in a lower classification, the employee may voluntarily demote to that lower classification if the employee meets the current minimum job qualifications and has more seniority than at least one (1) of the incumbents in the lower classification.

   An employee exercising bumping rights must provide written notice of such to the Director of Human Resources within seven (7) days of receipt of notice of layoff. An employee bumping to a lower classification will be placed on the salary step representing the least loss of pay. An employee who does not timely exercise bumping rights will forfeit the ability to bump and will be laid off.

b. Accepting a transfer, if applicable: If an employee is unable to bump another employee, the employee may be eligible for transfer to a vacant position if the employee is qualified and capable of performing the duties of the vacant position, as determined by the General Manager or designee.

   An employee accepting an offered transfer must provide written notice of such to the Director of Human Resources within seven (7) days of receipt of notice of layoff. An employee who does not timely provide notice of acceptance of transfer opportunity will be laid off. An employee transferred in lieu of layoff will be paid at the rate of pay for the new position at a step to be determined by the General Manager. The employee will serve a new ninety (90) day probationary period.

17.7. Reinstatement List

a. The names of all employees in regular positions who are laid off or who are demoted in lieu of layoff (either through a transfer or through bumping) will be placed on a reinstatement list. Reinstatement lists remain in effect for two (2) years, unless exhausted sooner.

b. If a position is reestablished, then employees on the reinstatement list will be offered the position in reverse order of the layoff. Failure to respond to and accept a reinstatement offer within seven (7) days of the date of the offer will result in the

removal of the employee from the reinstatement list. It is the employee's responsibility to notify the District of any change to the employee's contact information.

Article 18 - Disciplinary Procedure

18.1. Employee Representation

Employees may have a representative present at all stages of the disciplinary process, provided that the representative is not a party to the action. When an employee is required to meet with a supervisor or director and the employee anticipates that such meeting will involve questioning leading to disciplinary action (i.e., an investigatory interview), upon request, the employee is entitled to have a steward or other representative present. Upon request, the employee is entitled to know the general subject of any meeting the employee is required to attend.

An employee is free to request and designate their representative/attorney at any step of the discipline procedure. The request or designation at any step of the discipline procedure does not prevent an employee from requesting or designating a different representative/attorney to appear on the employee's behalf at a subsequent step in the discipline procedure.

18.2. Progressive Discipline

The District applies the principle of progressive discipline where a disciplinary penalty will depend on multiple factors including but not limited to the severity of the offense, recidivism, aggravating and/or mitigating circumstances, and the employee's overall disciplinary history, if any. Disciplinary actions may be monetary and/or non-monetary. Examples of disciplinary action include, but are not limited to:

a. Warnings: Warnings are not considered discipline. Warnings may either be verbal or written reminders relating to the policy of the District and represent notice and an effort on the part of the District to assist employees with improving performance. Warnings may include confirmations of discussion, documented coaching and counseling meetings with written policy reminders, counseling memoranda, or performance improvement plans (PIP).

b. Reprimands: Reprimands will be removed from the employee's personnel file after one (1) year from the date of the Reprimand, provided there has been no recurrence of the conduct forming the basis for the Reprimand.

c. Reductions in Pay.

d. Unpaid Suspensions.

e. Demotions.

f. Employment Termination.

18.3. Grounds for Discipline

Grounds for discipline include but are not limited to the following:

a. Actual or threatened violence, harassment, and/or abusive treatment of the public or fellow employees.

b. Conviction of a felony or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of the employee's position. A plea of guilty or a conviction following a plea of *nolo contendere* is deemed to be a conviction within the meaning of this section.

c. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's position specification.

d. Dishonesty.

e. Possession, distribution, sale, use, or where performance of duties is impaired by alcoholic beverages or illegal drugs while on District property, while on duty or while operating a vehicle on District business.

f. Theft or unauthorized removal or possession of property or equipment from the District, other employees, or anyone on District property.

g. Falsifying, making erroneous entries or material omissions on District records.

h. Disorderly and/or unsafe conduct or actions, including violating safety or health rules or practices or engaging in conduct that creates a safety or health hazard.

i. Willful destruction, damage and/or misuse of property of the District, another employee, or a District visitor.

j. Possession or use of dangerous or unauthorized materials, such as explosives, firearms, or other similar items capable of causing great bodily harm or death while on District property, while on duty, or while operating a District vehicle.

k. Incompetence, inefficiency, negligence, failure to perform work as required, and/or unsatisfactory performance including quantity and/or quality of work product.

l. Violation of established District codes, policies, procedures, rules, and regulations, and/or violation of any lawful or reasonable regulation or order made and given by an employee's supervisor.

m. Insubordination, including improper conduct toward a supervisor or refusal to perform tasks assigned by a supervisor in the appropriate manner.

n. Excessive (and/or abusive) absenteeism and/or tardiness, including abuse of established sick leave policies and other leave and/or attendance policies.

o. Smoking in prohibited areas.

p. Engaging in unlawful strikes, individual or group slowdowns or work stoppages, or for violating or ordering the violation of the Memorandum of Understanding.

18.4. Notice for Reductions in Pay, Unpaid Suspensions, Demotions, and Terminations

The employee and AFSCME will be given written notice of proposed disciplinary action at least seven (7) calendar days prior to the date of the proposed disciplinary action.

Prior to the effective date of the disciplinary action that results in a pay reduction, unpaid suspension, demotion, or termination, the employee may request a Skelly meeting to discuss the proposed disciplinary action. The employee or their representative may respond to the proposed disciplinary action.

If the District decides to proceed with disciplinary action after the Skelly meeting, the Skelly Officer will prepare a Notice of Discipline including the facts, the discipline imposed and describe the employee's appeal right.

18.5. Appeal of Suspensions of Three Days or Less

An employee or their representative may appeal reductions in pay or unpaid suspensions of three days or less directly to the General Manager by notifying the Director of Human Resources within seven (7) calendar days of the issuance of the Notice of Discipline by the Skelly Officer.

18.6. Appeals of Suspensions of Greater than Three Days

An employee or their representative may appeal reductions in pay or unpaid suspensions of more than three days, demotions, or termination, to Mediation and/or an Administrative Law Judge by notifying the Director of Human Resources within seven (7) calendar days of the issuance of the Notice of Discipline by the Skelly Officer.

18.7. Mediation

If the employee or their representative requests mediation, the Director of Human Resources will request a mediator from the California State Mediation and Conciliation Services. The Parties will schedule mediation as soon as practicable. Any cost for the mediator will be shared equally by the parties.

18.8. Administrative Law Judge

If the employee is unhappy with the outcome of mediation or requests to go directly to an Administrative Law Judge, the Director of Human Resources will contact the California Office of Administrative Hearings to assign an Administrative Law Judge. The Director of Human Resources is responsible for scheduling and notifying the employee about the time and place of the hearing and notifying the Administrative Law Judge of the nature of the proceedings.

Unless otherwise stipulated, the hearing is closed to the public and conducted in an informal manner under the direction and authority of the Administrative Law Judge.

Employees called as witnesses serve without loss of pay.

The cost of the Administrative Law Judge and court reporter will be shared equally between the District and Union. The transcript of the hearing becomes a record of the proceedings for the purpose of any future judicial review.

18.9. Final Decision

Within forty-five (45) calendar days of the conclusion of the hearing, unless waived by the parties, the Administrative Law Judge will prepare the record of the hearing and will submit a written decision of findings of fact, rulings of law (if any), and an advisory decision to the General Manager. Copies will be sent to the parties. The General Manager will provide employees and their representatives with a written decision. The General Manager's decision is final and binding.

Article 19 - Grievance Procedure

The purpose of this procedure is an orderly process for reviewing and resolving employee grievances at the lowest possible administrative level in the shortest possible time.

19.1. Definitions

1. A grievance is a complaint of one (1) or more employees or a dispute between the Union and the District involving the application or enforcement of the express terms of this Agreement.

2. A grievant is one (1) or more employees or the Union who submits a grievance.

3. Disciplinary actions of an employee will not be subject to the grievance procedure pursuant to this Article. Those matters will be governed by the disciplinary procedures set forth in this Agreement.

4. The written grievance will include the following:

    a. A statement of the grievance clearly indicating the question raised by the grievance and the article(s) and section(s) of this Agreement.

    b. The remedy or correction requested.

    c. The grievance form must be signed and dated by the grievant.

19.2. Step 1

Within fifteen (15) calendar days from the event giving rise to the grievance or from the date the grievant could reasonably have expected to have had knowledge of such event, the grievant shall file a formal written grievance with the employee's Department Director.

Within thirty (30) calendar days of the receipt of the grievance, the Department Director or designee will investigate the grievance and provide the grievant a written response.

19.3. Step 2

If the grievant is not satisfied with the Step 1 response, the grievant may, within fifteen (15) calendar days, file a written appeal to the General Manager. Within thirty (30) calendar days of the receipt of the grievance, the General Manager will investigate the grievance and provide the grievant a written response.

19.4. Step 3

If the grievant is not satisfied with the Step 2 response, the Union may, within fifteen (15) calendar days, file an appeal to an arbitrator by notifying the Director of Human Resources. The parties may agree on an arbitrator. If they are unable to do so, the Director of Human Resources will request a list of arbitrators from the State Mediation and Conciliation Services. The arbitrators must reside in Northern California and have public agency experience. The parties will alternate striking names until one (1) arbitrator remains. The moving party strikes first.

19.5. Conduct of the Hearing

The Director of Human Resources will be responsible for scheduling and notification as to the time and place of the hearing and for notifying the Arbitrator of the nature of the proceeding.

Unless otherwise stipulated, the hearing is closed to the public and conducted in an informal manner.

Employees called as witnesses will serve without loss of pay.

An Arbitrator’s decision may not alter any provisions of this Memorandum of Understanding, any District ordinance or resolution, or any State or Federal law or regulation.

19.6. Costs

The cost of the Arbitrator and the list(s) from the State Mediation and Conciliation Service will be shared equally between the District and Union. Should an Arbitrator require a court reporter, the parties will share the cost equally. The transcript of the hearing becomes a record of the proceedings for the purpose of any future judicial review.

19.7. Final Decision

Within forty-five (45) calendar days of the conclusion of the hearing, unless waived by the parties, the Arbitrator will prepare the record of the hearing and will submit a written decision to the General Manager. Copies will be sent to the parties. The Arbitrator's decision is final and binding.

Article 20 - Severability

If any article or section of this Agreement is found invalid, unlawful, or unenforceable because of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections remain in full force and effect. In the event of invalidation of any provision, the District will notify Local 146 and meet within thirty (30) days to meet and confer in an attempt to agree upon a replacement of the provision.

Article 21 - Term

This Memorandum of Understanding is effective December 28, 2026, through December 31, 2027.

Date: _____	Date: _____
Nevada Irrigation District	AFSCME
_____	_____
Jennifer Hanson, General Manager	Robin Timoszyk
_____	_____
Greg Jones, Assistant General Manager	Lisa Price
_____	_____
Naomi Schmitt, Director of Human Resources	Steve Beebe
_____	_____
Michael W. Jarvis, Liebert Cassidy Whitmore	Matthew Baker
	_____
	Wayne MacMenigall

APPENDIX A

Administrative Analyst I	Administrative Analyst II
Assistant Engineer	Assistant Maintenance Superintendent – Vegetation Control
Assistant Water Superintendent	Associate Engineer (Registered)
Business Services Technician I	Business Services Technician II
Buyer	Cashier
Chief Water Treatment Operator	Construction Inspection Supervisor
Construction Inspector I	Construction Inspector II
Cross Connection Control Technician I	Cross Connection Control Technician II
Customer Service Administrator	Customer Service Representative I
Customer Service Representative II	Customer Service Technician I
Customer Service Technician II	Dispatcher I
Dispatcher II	Electrical Systems Superintendent
Electrical Systems Technician I	Electrical Systems Technician II
Engineering Technician I	Engineering Technician II
Equipment Mechanic I	Equipment Mechanic II
Equipment Mechanic Supervisor	Equipment Operator
Equipment Service Worker	Facility Ranger
Finance Assistant I	Finance Assistant II
GIS Analyst I	GIS Analyst II
GIS Technician I	GIS Technician II
Hydraulic Technician I	Hydraulic Technician II
Hydro Electrical Machinist I	Hydro Electrical Machinist II
Hydroelectric Communication Technician I	Hydroelectric Communication Technician II
Hydroelectric Compliance and Protection System Specialist	Hydroelectric Compliance Technician I
Hydroelectric Compliance Technician II	Hydroelectric Generation Superintendent
Hydroelectric Maintenance Superintendent	Hydroelectric Maintenance Technician I
Hydroelectric Maintenance Technician II	Hydroelectric Plant Operator I
Hydroelectric Plant Operator II	Hydroelectric Systems Technician I
Hydroelectric Systems Technician II	Hydroelectric Water Systems Operator I
Hydroelectric Water Systems Operator II	Hydrographer I
Hydrographer II	Land Surveyor
Maintenance Superintendent	Maintenance Supervisor
Management Assistant	Office Assistant I
Office Assistant II	Operations Administrator
Operations Technician I	Operations Technician II
Purchasing Supervisor	Recreation Assistant I
Recreation Assistant II	Recreation Facility Superintendent
Right of Way Agent I	Right of Way Agent II
Safety Technician I	Safety Technician II
Senior Administrative Analyst	Senior Construction Inspector
Senior Customer Service Representative	Senior Engineer (Registered)
Senior Engineering Technician	Senior Hydro Electrical Machinist
Senior Hydroelectric Maintenance Technician	Senior Hydroelectric Plant Operator

Senior Hydroelectric Systems Technician	Senior Hydrographer
Senior Park Ranger	Senior Right of Way Agent
Senior Storekeeper	Senior Survey Technician
Senior Utility Worker	Senior Vegetation Control Worker
Senior Water Distribution Operator	Senior Welder
Storekeeper	Supervising Electrical Systems Technician
Supervising Mechanical/Civil Foreman	Supervising Operator
Survey Technician I	Survey Technician II
Treated Water Superintendent	Utility Worker I
Utility Worker II	Vegetation Control Worker I
Vegetation Control Worker II	Water Distribution Operator I
Water Distribution Operator II	Water Distribution Supervisor
Water Efficiency Technician I	Water Efficiency Technician II
Water Resources Superintendent	Water Superintendent
Water Treatment Operator I	Water Treatment Operator II
Water Treatment Supervisor	Welder I
Welder II	