

**Agreement Between**

**Churchill County Mosquito, Vector, and  
Noxious Weed Abatement District**

**And**

**Operating Engineers, Local Union No. 3**

**July 1, 2019 — June 30, 2022**

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## **ARTICLE 1. PREAMBLE**

- A. This Agreement is entered into between the Churchill County Mosquito, Vector, and Weed Control District hereinafter referred to as the “District” and Operating Engineers, Local Union No. 3, AFL-CIO, hereinafter referred to as the “Union.”
- B. It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, and to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise as set forth in this Agreement.
- C. It is recognized by the District and the Union that the District is engaged in rendering routine and emergency services to the public and there is an obligation on each party for the continuous rendition and availability of such services.
- D. All employees shall perform loyal and efficient work and service, shall use their influence and best efforts to protect the properties of the District and in preserving the continuity of its service to the public at all times.

## **ARTICLE 2. RECOGNITION AND APPLICATION**

- A. The District recognizes the Union as the collective bargaining agent for all full-time, post-probationary employees assigned as field technicians working at the District.
- B. The term “employee” as used in this Agreement refers to bargaining unit employees regularly scheduled to work forty (40) or more hours per week during the entire fiscal year, who have successfully completed their probationary period. The bargaining unit excludes all probationary, temporary, casual, seasonal, part-time, confidential, supervisory, and administrative employees.

## **ARTICLE 3. EMPLOYEE RIGHTS**

- A. The District and the Union will not interfere with or discriminate against any employee because of membership or non-membership in the Union, or because the employee engages in or refrains from engaging in any activity protected by Nevada Revised Statutes (NRS) 288.010 *et seq.*
- B. The Union recognizes its responsibilities as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.
- C. The provisions of this Agreement shall apply to all employees in the bargaining unit without any discrimination consistent with federal and Nevada law as to age, gender, marital status, sexual orientation, race, color, religion, national origin, or disability. The Union shall share equally with the District the responsibility for applying this provision of the Agreement.

- D. The provisions of this Article shall not be subject to the grievance resolution procedures of this Agreement.

#### **ARTICLE 4. UNION AFFAIRS**

- A. The Union will provide the District with an updated list of the names of employees who are authorized to be stewards. One authorized steward is allowed paid union leave for negotiations and grievance processing.
- B. Dues Deductions:
1. Upon receipt of a written authorization voluntarily executed by an employee, the District will deduct monthly Union dues from the salary of an employee who so requests and transmit said monies to the Union. The parties shall agree upon the form of the written authorization.
  2. The Union shall indemnify and hold the District harmless against any and all claims, demands, costs (including attorneys' fees), suits, and all forms of liability and damages (including but not limited to compensatory, consequential, and punitive damages) which arise or may arise out of, or by reason of, any action taken or not taken by the District pursuant to paragraph 1 above.
- C. The Union has the right to request and receive support documentation from the District to ensure compliance with the provisions of this Agreement.
- D. The District may designate an area for the Union to post and maintain an approximately 24" x 36" bulletin board upon which to post Union notices and the postings shall be restricted to the following:
1. Notice of Union recreational and social activities;
  2. Notice of Union elections and results of such elections;
  3. Notice of Union appointments;
  4. Notice of Union meetings, reports, and minutes thereof;
  5. If the Union desires to post any other information or material, the Union shall first submit the same to the District for approval. The District shall have the sole discretion to approve or disapprove of said posting.

Under no circumstances shall the bulletin board be used for posting of political campaign union election campaign materials.

## **ARTICLE 5. MANAGEMENT RIGHTS**

- A. The District and the Union agree the District possesses the sole right to operate the District and all management rights remain vested with the District. In this context, except as specifically surrendered or limited by express provision of this Agreement, all management rights, powers, authorities, functions, and prerogatives, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the District. It is expressly recognized that these rights include, but are not limited to,
1. The right to hire, direct, assign, or transfer an employee;
  2. The right to reduce in force or lay off an employee, subject to the provisions of this Agreement regarding procedures for the layoff and/or reduction in force, provided further, any layoff or reduction in force shall not be utilized to discipline an employee;
  3. The right to determine or change appropriate staffing levels and work performance standards;
  4. The right to determine the content of the workday, including, without limitation, workload factors, except for safety considerations;
  5. The right to determine the equality and quality of service to be offered to the public and the means and methods of offering those services;
  6. The right to discipline, suspend, demote, and/or terminate employees;
  7. The right to consolidate District functions;
  8. The right to establish, change, combine, or eliminate jobs, job functions, job descriptions, and job classifications;
  9. The right to establish wage rates for new or changed jobs;
  10. The right to introduce new or improved procedures, methods, processes, or to make technological changes.
- B. Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to NRS Chapter 288, the District is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as a riot, military action, natural disaster, or civil disorder. Such actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Any actions taken under the provisions of this subsection shall not be construed as a failure to negotiate in good faith.
- C. The provisions of NRS Chapter 288, including, without limitation, the provisions of NRS 288.150 recognize and declare the ultimate right and responsibility of the

District to manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers, and its employees.

#### **ARTICLE 6. NO STRIKE**

The Union, any labor organization with whom it is affiliated, and the employees covered by this Agreement agree that they will not directly or indirectly promote, sponsor, engage in, or participate in any strike, as defined in NRS 288.070, against the District, further, the Union will use its best efforts to require all employees covered by this Agreement to comply with this pledge.

#### **ARTICLE 7. DISCIPLINARY ACTION**

A. *Basis for Disciplinary Action.* The tenure and status of every employee is conditioned on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be just cause for disciplinary action. In addition to the causes set forth in the District personnel policies, discipline may be based upon any of the following grounds:

1. Failure to fully perform required duties,
2. Failure to maintain current certifications required by law or by formal action of the Board of Directors that a certification not required by law will be required following a reasonable period during which employees may obtain such certification,
3. Insubordination,
4. Abuse of employer policies or rules,
5. Unexcused absences,
6. Misuse or abuse of District property or equipment,
7. Substandard job performance,
8. Commission of a crime involving moral turpitude, and
9. Commission of other acts which are incompatible with service to the public.
10. Dishonesty During Investigation Process.

The examples are not exhaustive and the absence of a specific offense from the list of examples shall not be interpreted to mean that any particular conduct or level of performance does not constitute just cause for disciplinary action.

B. An employee who reasonably believes that a meeting with a management representative will result in disciplinary action has the right to request that his/her Union representative be present. The District shall allow a reasonable amount of time for a Union representative to be present. The meeting between the employee

and the District shall take place as soon after the employee's request as is possible and shall typically take place not later than five (5) working days after the employee's request.

C. *Procedure.* The procedure set forth below shall be followed only in respect to any oral warning, written reprimand, suspension without pay, demotion, reduction in pay for disciplinary purposes, or disciplinary termination of an employee covered by this Agreement. No employee shall be disciplined without just cause.

1. **Oral Warning:** An oral warning or a performance evaluation report is not subject to the appeal process outlined below.
2. **Written Reprimand:** A written reprimand shall be provided to an employee prior to being placed in the employee's personnel file. Such reprimands shall not be subject to the appeal process outlined below, but the employee shall have the right of rebuttal by providing a written statement of reasonable length and addressing matters directly related to the written reprimand, which will be included in the personnel file along with the written reprimand.
3. **Minor or Major Discipline**
  - a. *Written Notice.* When the disciplinary action proposed is a suspension without pay, demotion, reduction in pay for disciplinary purposes, or disciplinary termination, written notice of the intended disciplinary action shall be given to the employee personally, or if personal delivery is not practicable, then written notice shall be mailed to the employee at his/her last known address by USPS priority mail with proof of delivery. Such notice shall include:
    - (1) A statement of the reason(s) for the intended action,
    - (2) The proposed disciplinary action (suspension, termination, etc.),
    - (3) The effective date of the intended action, and
    - (4) An explanation of the basis of the charges upon which the intended disciplinary action is based.

The employee will be responsible for notifying the Union of the Written Notice.

- b. *Employee Response.* Within five (5) working days from the date of delivery or mailing by USPS priority mail with proof of delivery of the Written Notice, the employee shall have the right to respond, orally or in writing, to the District Manager or designee.

c. *Relief of Duty.* Notwithstanding any other provisions of this Article, the District Manager or designee may take either of the following actions:

(1) Approve the temporary assignment of an employee to a status of leave with pay pending either completion of investigation(s) or the opportunity to respond to the proposed disciplinary action.

(2) The District Manager or designee may place the employee on leave without pay pending resolution of the situation. In the event the issue is resolved without disciplinary action being taken, the employee shall receive full back pay for the period of leave without pay. In the event the issue is resolved with discipline which includes less time off without pay than the employee has suffered, the employee shall receive full back pay for the time off which is not imposed as discipline.

d. *District Response.* If the employee does not respond to the notice of discipline, the disciplinary action will commence with no further right of appeal. If the employee files a response, the District Manager or designee shall notify the employee in writing of any action to be taken within ten (10) working days of the employee's response.

#### 4. Review Process for Minor Discipline

a. *Minor Discipline Defined:* Minor discipline is defined as a suspension without pay for two (2) days or less.

b. *Appeal.* An employee who has submitted a written response to intended minor disciplinary action within the allowed time period and has subsequently been suspended without pay for two (2) days or less has the right to a review of the minor disciplinary action taken by filing a written notice with the District Manager requesting review within five (5) days from the date of the notice of discipline. The review request must state specifically the facts and reasons upon which it is based. Failure to file within the time allowed constitutes abandonment of appeal rights.

c. *Decision.* If a review of a minor disciplinary action has been requested, the District Manager shall conduct or cause to be conducted an informal investigation of an employee who has been subjected to minor disciplinary action. This review shall be based on the written record and a meeting between the District Manager or designee and the employee and /or others as may be appropriate. The District Manager or designee shall, within ten (10) working days after the conclusion of the review, certify his/her decision in

writing to the employee. The decision of the District Manager shall be final and binding.

- d. All minor disciplinary action, resulting in more than a Written Reprimand shall be reviewed by the District Board upon an employee's request. Following the decision by the District Board, the employee shall have the right of rebuttal by providing a written statement of reasonable length and addressing matters directly related to the minor discipline. The rebuttal, if any, shall be placed in the employee's personnel file.

5. Appeal of Major Discipline

- a. *Major Discipline Defined:* Major Discipline is defined as a suspension without pay of more than two (2) days, demotion, reduction of salary or a discharge.
- b. *Review by the District Manager.* An employee who wishes to appeal major disciplinary action shall file a written request with the District Manager within five (5) working days from the day of notice of discipline. The District Manager shall conduct or cause to be conducted an informal investigation of the basis for imposing major discipline on the employee. This review shall be based on the written record and a meeting between the District Manager and the employee and/or others as may be appropriate. The District Manager shall, within fifteen (15) working days after the conclusion of the review, certify his/her decision in writing to the employee.
- c. *Review by Board of Trustees.* An employee who wishes to appeal the decision of the District Manager shall, within five (5) working days, file a written request for review by the Board of Trustees. The appeal shall be heard by the District Board within thirty (30) working days of the written request. The District Board shall receive evidence and testimony from District Management and the employee or his/her authorized representative during an informal hearing. The District Board may decide to uphold the disciplinary decision or reduce the disciplinary decision.
- d. *Mediation.* By mutual consent of both parties, the parties shall request the services of a mediator from the Federal Mediation and Conciliation Service. The mediator shall convene a meeting between the District and the Union for the purpose of seeking resolution of the matter. The District and the Union shall make good faith efforts to resolve the matter in mediation. If the matter is not resolved in the first mediation session, at the request of the mediator and with the consent of each party, one or more subsequent meetings shall be held.

e. The matter may be decided in arbitration. The parties shall attempt to agree upon the person who shall be the arbitrator. If the parties are unable to agree, the arbitrator shall be selected from a panel of seven (7) arbitrators provided by the Federal Mediation and Conciliation Service. The arbitrator shall issue a final and binding decision. Any requests for arbitration must be made in writing within ten (10) working days of the District Board's decision or the close of mediation.

(1) The fees and expenses of the arbitrator and a court reporter shall be borne equally by the parties. A party requesting a copy of the written transcript shall pay all fees and costs associated; however, if the other party requests a copy of the transcript, all such fees and costs shall be shared equally.

(2) *Timeliness*: The time limits set forth in this Article must be followed unless alternative time schedules are mutually agreed to by the parties.

D. The appeal procedure set forth in this Article is the sole appeal process under this Agreement and employees may not appeal disciplinary actions pursuant to Article 8-Grievance Procedure.

## **ARTICLE 8. GRIEVANCE PROCEDURE**

A. A grievance shall be defined as a dispute between the District and the Union arising over the interpretation or application of a specific provision of this Agreement which is not a management right. Grievances as defined above shall be resolved pursuant to this Article. This Article shall not apply to disciplinary action of any form.

B. If an employee feels s/he has a grievance, s/he shall take up the matter with his/her supervisor within five (5) working days after the employee becomes aware or should have become aware of the event giving rise to the grievance.

C. The supervisor shall make a reasonable effort to reach an acceptable solution to the problem within ten (10) working days after it has been submitted to him/her. Any grievance settlement shall be approved in writing by the District Manager or designee.

D. If the grievance is not settled during the informal discussion, the Union may proceed with the matter. To proceed, the Union shall submit the grievance in writing, within ten (10) days after the supervisor's response to the informal discussion, to the District Manager or designee and provide the following information:

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1. The employee's name;
2. The employee's classification;
3. A complete statement of the nature of the grievance citing the specific section of this Agreement which is the basis for the grievance and the date the grievance arose;
4. Attempts made to resolve the problem;
5. A proposed solution to the grievance; and
6. Signature of the employee and a Business Representative.

The District Manager or designee shall arrange for any meetings and investigations necessary to enable him/her to respond in writing to the Union regarding the grievance. The response shall be given within ten (10) days from the date s/he received said grievance in writing.

- E. The Union shall furnish the District with the name(s) of its representative(s) authorized to file and settle grievances under the provisions of this Article.
- F. The Union may, within ten (10) days submit the matter to the District Board. The District Board shall hold a meeting within thirty (30) days to consider the matter. The District Board shall conduct an informal hearing during which it shall hear testimony and argument from the Union representatives and from the staff and advisors. The District Board shall issue a written decision within fifteen (15) days of the conclusion of the hearing.
- G. If the matter is not resolved based on the response of the District Board, the parties shall by mutual consent request the services of a mediator from the Federal Mediation and Conciliation Service. The mediator shall convene a meeting between the District and the Union for the purpose of seeking resolution of the matter. The District and the Union shall make good faith efforts to resolve the matter in mediation. If the matter is not resolved in the first mediation session, at the request of the mediator and the consent of each party, one or more subsequent meeting shall be held. After the initial meeting, either party may choose to discontinue mediation.
- H. If the matter is not settled in mediation, by mutual consent the matter may be taken to arbitration. The arbitrator shall be selected from a panel of seven (7) arbitrators provided by the Federal Mediation and Conciliation Service.
- I. The decision of the arbitrator shall be final and binding. The decision shall be in writing and shall set forth: findings of fact, reasoning, and conclusion on the issues submitted.

- J. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement; nor will the arbitrator have any power to amend, modify, add, or delete provisions of the Agreement.
- K. The fees and expenses of the arbitrator and a court reporter shall be borne equally by the parties. A party requesting a copy of the written transcript shall pay all fees and costs associated; however, if the other party requests a copy of the transcript, all such fees and costs shall be shared equally.
- L. Any employee, informally seeking or formally filing a request to have his/her grievance reviewed, shall not be discriminated against while doing so, testifying on behalf of another employee, assisting another employee to prepare a grievance report, or acting as a representative of any employee requesting a grievance review.
- M. For purposes of Articles 7 and 8, the term “day” means any day Monday through Friday excluding holidays.
- N. The time limits set forth in both Articles shall be strictly construed. They may be extended by mutual written agreement of the parties. If the Union fails to file and/or process the grievance in a timely manner, it shall be conclusively presumed that the grievance is withdrawn with prejudice or satisfied. If the District fails to respond to the grievance in the time limits established in the preceding sections, the matter automatically moves to the next step.

## **ARTICLE 9. HOURS OF WORK, OVERTIME, AND RECORDS**

- A. Hours of Work
  - 1. The following provisions define the normal workweek and hours of work and shall not be construed as a guarantee of the number of hours worked per day or the number of hours worked per day or the number of hours worked per week or the number of days worked per week.
  - 2. The standard workweek shall be a seven (7) consecutive day period from midnight Sunday to midnight the following Sunday.
  - 3. The work schedule shall be the normal hours of work for an employee during a workweek. The standard work schedule for employees shall be eight (8) hours per day for five (5) consecutive days or ten (10) hours per day for four (4) consecutive days excluding a one-half hour unpaid lunch break. When deemed necessary by the District Manager, employees may be assigned to alternative work schedules, including split shifts and evening shifts. The District will provide advance notice of shift changes when it is practical for the District to anticipate that conditions will require employees to work an alternative shift.

4. Split Shifts

- a. The District will make a reasonable effort to provide employees with advance notice when it expects that a split shift will be required.
- b. An employee assigned to work a split shift will be paid one and one-half (1½) times his/her normal rate of pay for hours worked during the second portion of the shift. If the second portion of the split shift is cancelled the employee will receive two (2) hours of compensatory time at the employee's regular rate of pay.
- c. The split shift shall be assigned to the employee currently assigned to the zone where the work is to be performed.
- d. The employee may decline one split shift assignment for his/her regularly assigned zone once each calendar year without penalty provided that another qualified employee as defined in paragraph (e) is available to work the split shift. One (1) employee who has annual leave approved in accordance with Article 13(c) or travel plans during non-scheduled work hours, e.g. weekends, and who has provided 72 hours advance notice to the District Manager or designee shall not be required to work a split shift in the 24-hour period preceding the scheduled leave or travel plans during non-scheduled work hours provided that another qualified employee as defined in paragraph (e) is available to work the split shift and such request is approved by the District Manager or designee. Airline and medical travel shall take precedent over first come first served requests involving annual leave and travel plans during non-scheduled work hours. No more than one employee will be excluded from split shift assignments under this paragraph at any one time.
- e. When the assigned employee declines the split shift, the District will ask for volunteers from among other qualified employees. A qualified employee is one who has worked in the zone and, through that work, has enough knowledge of the zone where the work is to be performed to independently complete the work.
- f. If there is more than one qualified volunteer, the employee with the most seniority will be assigned. If there is no volunteer, the qualified employee with the least seniority not already assigned to work the split shift will be assigned.

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B. Overtime

1. It is the policy of the District that overtime should be kept to an absolute minimum consistent with the basic functions and purposes of District operations. Decisions concerning the use of overtime are fiscal and management functions.
2. Overtime is that time worked which exceeds forty (40) hours of work in a seven-day workweek. An employee must request and receive approval from District management prior to working any overtime. Employees receiving approval to work overtime will be authorized to work up to a specified number of overtime hours. If additional time is needed to complete an overtime assignment, the employee shall contact the designated supervisor/manager for approval before working additional overtime.
3. Overtime may be assigned and required by management. The District, at its discretion, may hire temporary/seasonal employees to perform work.
4. The District, at its sole discretion, may hire part-time temporary employees to perform fogging duties.
5. All overtime hours, as defined above, shall be compensated at one and one-half (1½) times the employee's regular rate of pay. At the discretion of the District Manager or designee, the form of payment may be either overtime pay or compensatory time off in lieu of payment of overtime. Paid overtime shall be paid in the paycheck for the same pay period in which the overtime was worked. When overtime hours are compensated with compensatory time off, overtime hours will be converted to compensatory hours at the rate of one and one-half (1½) hours of compensatory time for each hour of overtime worked.
6. An employee may accrue up to one hundred sixty (160) hours of compensatory time off in his/her account. An employee who currently has one hundred sixty (160) hours of compensatory time off in his/her account shall be paid in his/her next paycheck for any additional hours of overtime worked. Compensatory time off may be used by the employee within a reasonable period of time at the request of the employee with prior approval of the District Manager or designee. The District Manager or designee shall make a reasonable effort to grant the compensatory time off at the time requested by the employee consistent with District needs and budget constraints. The parties acknowledge that use of compensatory time off will typically occur during the period of October 1 through April 30.

C. Attendance

1. Employees will not be allowed unexcused absences or tardiness.

2. Employees who become ill or are injured while on duty shall report immediately to the District Manager or designee.
  3. Employees shall not leave assigned work area early without authorization and must be at the assigned work area at the start and end of shifts, breaks, and unpaid meal periods.
  4. Employees shall be responsible for submission of daily logs, time cards and other record keeping as assigned by management not later than one (1) hour following the beginning of the next work day unless this time is extended by the District Manager or designee.
- D. Employees who are assigned to an eight (8) hour evening shift which begins at or after 11:00 a.m. shall be granted a \$1.00 per hour shift differential.

#### **ARTICLE 10. UNIFORM ALLOWANCE**

The District will provide and maintain uniform shirts and slacks for District employees. The employees are responsible for purchasing the rest of the items addressed in the uniform policy and/or applicable under FIFRA law.

#### **ARTICLE 11. COMPENSATION**

- A. The salary grades in Appendices A consist of hourly rates of pay and have fourteen (14) steps. There is approximately two and one-half percent (2.5%) between each step in the salary grades. Annual, monthly, and bi-weekly rates are computed from the hourly rates.
- B. The salary schedule contained in the Appendices to this Agreement shall be implemented as provided herein upon execution of this Agreement by both the District and the Union.
- C. Advancement within the Salary Grade: An employee shall be considered for salary step advancement upon completion of his/her probationary period and on each succeeding anniversary of his/her successful completion of his/her probationary period until he/she has reached the top step of the salary grade.
  1. Advancement to higher steps in the salary grade shall be based on merit, as documented in periodic performance reviews. Advancement through the salary grade is not automatic. An employee will be deemed to have merit when his/her performance was rated as satisfactory or better on the employee's annual performance review. Merit step advancements shall be made only upon final approval of the District Manager and shall be effective on the first day of the pay period following the employee's anniversary date.
  2. During the month preceding the employee's anniversary date, the District Manager or designee shall determine eligibility for step advancement on the basis of the overall performance rating given to the employee.

D. Nothing herein prohibits granting special merit salary advancements prior to the normal time intervals. Upon the recommendation of the District Manager and approval of the District Board, special merit salary step advancements may be granted. There shall be no change in an employee's anniversary date as a result of a special merit increase.

E. Salary Increases

Salary increases are reflected in Salary Appendix, and are as follows:

- FY 2020 – July 1, 2019 – June 30, 2020: Base hourly rates effective on June 30, 2019 will be increased by two and one-half percent (2.5%), effective the first full pay period following July 1, 2019 so long as ratification is received from Local 3 on or before July 31, 2019. If ratification is not received on or before July 31, 2019, the increase for FY 2020 will become effective the first full pay period following the execution of this Agreement.
- FY 2021 – July 1, 2020 – June 30, 2021: Base hourly rates effective on June 30, 2020 will be increased by two percent (2.0%), effective the first full pay period following July 1, 2020.
- FY 2022 – July 1, 2021 – June 30, 2022: Base hourly rates effective on June 30, 2021 will be increased by two percent (2.0%), effective the first full pay period following July 1, 2021.

#### **ARTICLE 12. HOLIDAYS**

A. The following are paid holidays for District employees:

1. New Year's Day (January 1)
2. Martin Luther King Jr's Birthday (Third Monday in January)
3. President's Day (Third Monday in February)
4. Memorial Day (last Monday in May)
5. Independence (July 4)
6. Labor Day (First Monday in September)
7. Columbus Day (Second Monday in October)
8. Nevada Day (Last Friday in October)
9. Veteran's Day (November 11)
10. Thanksgiving Day (Fourth Thursday in November)

11. The day after Thanksgiving Day (Friday following the fourth Thursday in November)

12. Christmas Day (December 25)

\*For the first occurrence only, any day appointed by the governor of Nevada as a legal holiday.

- B. Full-time employees are entitled to eight (8) hours of leave with pay on a holiday unless the employee is required to work on the holiday.
- C. When a holiday falls within an employee's annual leave or an approved sick leave, when s/he would otherwise normally have received a day off, that person shall receive pay and not be charged annual or sick leave for the holiday.
- D. An employee who is required to work on any of the above named holidays shall be compensated at one and one-half (1 ½) times the employee's regular rate of pay for hours worked on the holiday, in addition to receiving eight (8) hours of regular pay for the holiday.
- E. In addition to the holidays defined in paragraph A of this Article, each employee is entitled to one (1) "floating" holiday per calendar year. The floating holiday shall be eight (8) hours of paid leave time to be used on one day. The floating holiday shall be designated by the employee as to the date of his/her choice, subject to approval by the employee's supervisor at least ten (10) calendar days in advance of the proposed date. The floating holiday may not be carried into the next calendar year. If it is not used, it is forfeited at the end of the calendar year, or, for employees terminating before using the holiday, at termination.

### ARTICLE 13. ANNUAL LEAVE

- A. An employee shall be eligible to accrue annual leave on the first of the calendar month following completion of six months of continuous service. The employee will accrue leave as indicated on the following table.

<i>Years of Service</i>	<i>Accrual Rate per Hour on Paid Status Excluding Overtime</i>	<i>Maximum Accrual per Year</i>	<i>Maximum Balance</i>
0 thru 9	0.0769 hours	160 hours	240 hours
10 and over	0.0962 hours	200 hours	240 hours

Each eligible employee shall accrue annual leave on the basis of regularly scheduled hours worked or on paid leave status.

Annual leave accrual for all employees hired on or after July 1, 2016 will be capped at 160 hours per year in exchange for union leave in Article 4 for negotiations and grievance processing.

- B. Annual leave is earned and available for use at the beginning of the month following the one in which the qualifying hours are worked. Unused annual leave not exceeding 240 hours may be carried over into the following calendar year. Any unused annual leave in excess of 240 hours will be forfeited and will not be carried over into the next calendar year.

If an employee has made a timely written request for annual leave to be taken during the period of October 1 through April 30, and if the request has been denied by the District, and if, as a result of such denial, the employee will be required to forfeit leave on January 1 of the next year, the employee shall be entitled to payment for the leave which would have otherwise been forfeited.

- C. The time when annual leave shall be taken shall be determined by the District Manager or designee after considering the needs of the District and wishes of the employee. Except in cases of bona fide emergency, requests for annual leave of five working days or more shall be made in writing at least ten working days in advance of the date for which leave is requested. Annual leave requests for fewer than five days of leave shall be made in writing at least five working days before the dates for which leave is requested. The District Manager or designee shall establish work and annual leave schedules with first consideration to be given to the efficient operation of the District. When leave is requested by more than one employee for the same time period, the request received first shall be given first consideration. Once leave has been approved, the approval will not be rescinded unless there is a bona fide emergency.
- D. When an employee who has at least six months of bargaining unit employment leaves the employment of the District, s/he shall be paid for up to 240 hours of unused, accumulated annual leave at the employee's current base rate of pay. If any employee dies and was entitled to payment for accumulated annual leave under the provisions of this Agreement, the heirs of such employee who are given priority to succeed to that employee's assets under the laws of the intestate succession of this state, or the executor or administrator of that employee's estate, upon submission of satisfactory proof to the District Board of their entitlement, shall be paid such amount.
  - 1. When an employee is not working because of illness or injury and has exhausted his/her sick leave, s/he may, at the discretion of the District Manager or designee be permitted to use his/her annual leave for medically necessary absence.
  - 2. Annual leave balance will be provided on a biweekly basis separate from employee's paycheck.

## ARTICLE 14. SICK LEAVE

- A. *Sick Leave Computed:* Employees shall earn 0.0577 hours of sick leave with pay for each regularly scheduled hour in paid status, not to exceed 120 hours of sick leave in any twelve (12) month period. Unused sick leave shall be accumulated from year to year.
- B. *Use of Sick Leave:* Such sick leave with pay will only be granted upon approval of the District Manager or designee in case of bona fide illness of an employee, or a member of his/her immediate family. For purposes of this Article only immediate family is defined as a husband, wife, child, parent (regardless of where that relative lives), or other relative residing in the employee's household. For the purpose of this Article, bona fide illness shall include the use of sick leave to care for a newborn of an employee. Sick leave may be used for medical and dental appointments or care. Evidence that use of sick leave was necessary in the form of a physician's certificate may be required by the District in any case for use of sick leave for three (3) or more consecutive days. Employees shall use sick leave in one-half (1/2) hour increments.

When the District identifies a pattern of sick leave use which indicates possible abuse of sick leave, the District may require a doctor's certificate indicating the absence is medically necessary. The certificate requirement shall apply to future absences which may be consistent with the suspected pattern of abuse. The employee shall be given written notice of the suspected pattern of abuse and the requirement for doctor's certification for future absences.

- C. *Accrual of Benefits:* Sick leave shall accrue from the start of employment.
- D. *Duty To Notify:* In the event that an employee is aware in advance that sick leave benefits will be needed, employee shall notify the District Manager in writing as far in advance as possible of the anticipated time and duration of such sick leave and provide medical certification that he/she will be unable to perform his/her normal work function for the period of absence. An employee will be required to begin using sick leave on the date after which the doctor certifies that he/she is unable to perform his/her normal duties. An employee on sick leave is required to notify the District Manager at the earliest possible time of the anticipated date on which the employee will be able to resume his/her normal duties. The District may require a certificate from the physician of the District's choosing that an employee on sick leave is medically unable to perform the essential job functions of his/her position and the District may require such medical certification from time to time until the employee returns to his/her normal duties. In the event that an employee on sick leave fails to return to work as soon as he/she is medically able to perform his/her assigned duties, he/she may be deemed to have resigned his/her position with the District and to have waived all employment rights. Sick leave benefits under this provision shall be paid to the employee on sick leave only for the actual workdays missed due to medical inability to perform normal duties.

- E. *Unpaid Leave:* In the event that an employee exhausts his/her accumulated sick leave and is not medically able to resume his/her normal duties, he/she may request an unpaid leave of absence for a period not to exceed six (6) months pursuant to Article 15 of this Agreement - Leave of Absence. Thereafter, the District Board may consider and may renew such unpaid leave of absence at its sole discretion if the employee requests in writing that the District Board renew such unpaid leave and can show that he/she will be able to resume his/her normal duties within an additional six (6) months.
- F. *Failure to Give Prior Notice:* Except in cases of emergency, if an employee fails to give advance notice when sick leave is needed, payroll deduction for the time taken will result. An employee will be considered to have given appropriate advance notice if he/she notifies his/her supervisor of the need to be absent from work before the beginning of his/her regular work shift, or if there is no practical way of giving such notice, within ten (10) minutes of the beginning of the work shift. In the case of unanticipated serious illness or injury, notice may be given as soon as reasonably practical.
- G. Sick leave balance will be provided on a biweekly basis separate from the employee's paycheck.

#### **ARTICLE 15. LEAVE OF ABSENCE**

- A. The District Board may grant a leave of absence without pay to any appointed employee upon request. The District Manager may grant a leave of absence to an employee for a period not to exceed one month. A leave of absence initially granted by the District Manager may be extended for a period not to exceed a total of six (6) months with the concurrence of the District Board. The anniversary date of any employee on leave of absence without pay for more than fourteen (14) consecutive calendar days shall be adjusted by the number of days of leave of absence.
- B. The employee desiring a leave of absence shall first make application in writing to the District Manager for such leave. Sick leave and/or vacation leave must be used prior to an employee's going on leave of absence without pay.
- C. No unpaid leave will be approved to permit an employee to engage in other gainful occupation except when the District Board determines such leave of absence is in the best interest of the District. If it is found that the employee has accepted unauthorized employment during a leave of absence or the employee has engaged in other unauthorized gainful occupation of any kind, then the employee's employment with the District may be terminated.
- D. No time granted to an employee as a leave of absence without pay pursuant to this section shall count as or be considered as service time for the purposes of computing any benefits of employment.

## **ARTICLE 16. JURY DUTY AND SUBPOENAED WITNESS LEAVE**

No deduction shall be made in the salary of an employee who serves on a jury or is subpoenaed to testify in a judicial or quasi-judicial proceeding as a material or expert witness if s/he remits to the District any fee received provided such appearance is not as a result of actions of the employee outside of the scope of his/her employment and is not part of a legal action initiated by the employee. If the employee chooses to retain the fees, s/he will be charged vacation time or be placed on a leave without pay status for the time spent serving. If the employee incurs personal mileage expenses while serving, said employee may retain that portion of the fee attributable to mileage and remit the difference to the District. Employees subpoenaed to appear pursuant to an official subpoena shall immediately notify the District Manager or designee in writing whether or not they shall remit any witness fee to the District and, if not, their leave status while serving. In addition, employees served with subpoenas which may relate to their employment with the District shall notify the District Manager's office immediately upon being served.

## **ARTICLE 17. MILITARY LEAVE**

Employees are entitled to military leave as required by state and federal laws.

## **ARTICLE 18. BEREAVEMENT LEAVE**

In cases of death in an employee's immediate family requiring his/her attendance, the employee shall be granted three (3) days off with full pay for each death. If approved by the District Manager, in addition to the three (3) days of bereavement leave, an employee may use up to twenty-four (24) hours (3 days) of sick leave for each death. Immediate family for the purpose of this section shall be limited to relatives within the third degree of consanguinity or affinity and to persons standing in parentis locus.

## **ARTICLE 19. HEALTH AND WELFARE**

The District shall contribute the same amount as contributed by Churchill County for its employees toward the monthly premium for the employee only coverage under the group health insurance and life insurance plans during the term of this Agreement. The group health insurance plan shall include medical, dental, and vision benefits. The Union acknowledges that the group health and life insurance plans provided pursuant to this Agreement may be changed by the Board of Churchill County Commissioners from time to time at its discretion and without the District entering into further bargaining with the Union.

## **ARTICLE 20. RETIREMENT**

All employees covered by this Agreement shall participate in the Public Employees' Retirement System (PERS) of the state of Nevada in accordance with the rules of that system as set forth in NRS Chapter 286 *et seq.* Any increases or decreases in the contribution rate required pursuant to NRS Chapter 286 shall be divided equally between the employee and the District according to the provisions of NRS Chapter 286.

## **ARTICLE 21. SAFETY AND HEALTH**

The right way to do any job is the safe way. Employees are expected to prevent accidents by observing the accident prevention program. Employees do this by:

1. Forming a habit of working safely.
2. Always using personal safety equipment provided.
3. Report all dangerous conditions and if the unsafe conditions are occurring in employee work, follow all District safety procedures and await instruction from District Manager or designee before proceeding.
4. Submit accident report forms for all accidents, even minor ones.
5. Suggesting ways to prevent accidents
6. Reinforce safe work habits with new employees- his/her accident may injure others.
7. Being sure all seat belts are fastened when driving a vehicle on District business.
8. Watching the bulletin board for safety notices.
9. Reporting to work fit and ready for duty.
10. No Employee shall be disciplined or retaliated against for voicing safety concerns at either Staff or District Board Meetings.

## **ARTICLE 22. BUSINESS EXPENSES**

When employees are required to travel on official business by written direction of the District Manager, the District will pay reasonable amounts for transportation, meals, and lodging as provided in this Article.

- A. Employees will be reimbursed for reasonable and necessary travel expenses when authorized and directly related to the performance of their assigned duties. The District will not reimburse or otherwise pay any expense that violates commonly accepted standards of sound judgment and good taste. All claims with required receipts for travel expenses are to be submitted to the District Manager for approval within five (5) working days following a trip.
- B. Mileage: If available, the employee must use a District provided vehicle. If no District provided vehicle is available and an employee uses a personal vehicle, mileage will be reimbursed at the per mile rate set by IRS Publication 463.
- C. Lodging: Moderate cost lodging should be arranged at the meeting/training site, when possible. Reimbursement will be based on the cost of a single room, plus tax, if available. The actual cost of lodging will be reimbursed and a receipt must be submitted.

- D. Meals: The actual cost of meals while traveling overnight will be reimbursed upon presentation of a valid receipt, not to exceed \$49.00 per day.
- E. Other Expenses: Telephone calls necessary for District business while at the travel destination, parking charges, and/or ground transportation will be reimbursed. Travel advances may be granted if requested and approved by the District Manager.
- F. Out of District Training: Employees will receive a regular day's pay for attendance at required or authorized training. There is no pay for travel time that occurs outside of the employees regular scheduled work day. Employees will not be scheduled to work on return to District on a day when out of District training is conducted except for additional in District training at the District's option.

**ARTICLE 23. SENIORITY, LAYOFF & RECALL**

- A. For purposes of this Article, seniority is defined as the full-time equivalency of the length of continuous service from the employee's last date of hire to a position covered by this collective bargaining agreement. An employee's continuous service record (seniority) shall be broken when the employee accepts a regular appointment to a position outside of the bargaining unit, voluntarily resigns, is discharged, or retires. Except as otherwise required by state or federal regulations, the seniority of any employee taking a leave of absence of more than thirty (30) calendar days in any single year will be reduced by the amount of unpaid leave taken.
- B. If the District determines that it is necessary to reduce the work force, employees shall be selected for layoff based on qualifications and seniority. If the District determines that it would no longer have sufficient personnel with the qualifications required to perform essential District functions by laying off the employee with the least seniority, it may consider the qualifications of the employees in the following manner:

If an employee(s) with the least seniority has qualifications to perform an essential District function and the employee(s) next in seniority order does not have the required qualifications to perform the essential function and either

- 1. both employees have been offered the training necessary to acquire the necessary qualifications to perform the function, OR
- 2. the employee with the lesser seniority possessed the necessary qualifications when hired,

The District may lay off the employee having greater seniority and lacking the qualifications needed by the District and retain the employee with less seniority.

- C. If the District Manager determines that an employee will be laid off out of seniority order, the District Manager will notify the Union at the same time s/he notifies the employee that s/he will be laid off. The notice to the Union shall identify the

qualifications needed by the District, which it would lose by laying off the least senior employee.

D. If the Union disagrees with the determination of the District Manager, it may request a meeting with the District Manager to review the basis of the District Manager's decision and to present information and arguments to support its position with regard to the matter. The request for review must be filed with the District Manager not later than five (5) calendar days before the layoff will be effective. The District Manager and the Union will schedule a meeting at the earliest possible date to review the matter. If the matter is not resolved during the meeting, the Union may have the dispute submitted to Expedited Mediation/Arbitration as provided below.

E. Expedited Mediation/Arbitration

1. The parties agree to timely establish a panel of three (3) mediator/arbiters to hear and resolve disputes regarding layoffs pursuant to this Article that are not in seniority order. If the two parties cannot agree on a panel, then a list of eleven (11) names shall be obtained from the Federal Mediation and Conciliation Service. The parties shall alternately strike names until three (3) remain. Each person selected for the panel shall serve in turn for a single dispute. If the panel member is unavailable for a particular dispute, the next listed person will serve. The mediator/arbiters shall thus serve in rotation.
2. Each party may unilaterally remove a mediator/arbiter at any time as long as there is no dispute pending at the time. Mediator/Arbiter panel vacancies shall be filled as in the above paragraph.
3. The panel member assigned to a dispute shall meet without delay with the parties and attempt to mediate/conciliate the dispute. If an agreement is reached, it shall be reduced to writing, shall be signed by each of the above parties, and shall be final and binding.
4. If, after a concerted effort, a single mediation meeting does not produce a settlement, the mediator/arbiter shall immediately convene an informal arbitration hearing. Witnesses, evidence, and exhibits shall be kept to a minimum and the rules of evidence shall not apply.
5. The mediator/arbiter shall provide, on the date of the hearing, a "bench award" as a binding settlement of the dispute.
6. The mediator/arbiter shall not have the power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue presented; and shall confine his/her decision solely to the interpretation, application, or enforcement of this Article. The mediator/arbiter shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to

him/her. The decision of the mediator/arbiter shall be final and binding upon the aggrieved employee, the Union, and the District.

- F. Nothing herein shall prohibit the District from accepting an employee's voluntary offer to accept layoff in lieu of the District laying off a less senior employee.
- G. Probationary, temporary, casual, and seasonal employees shall be laid off before any regular employees. This provision only applies to field employees, and does not apply to office staff.
- H. Employees to be laid off shall be given written notice of such layoff at least ten (10) working days prior to the effective date of the layoff. Except as provided above, the employee shall be responsible for providing a copy of the notice to the Union.
- I. The names of employees laid off shall be placed on the reemployment list. Employees shall be recalled from layoff in the reverse order of their layoffs. The District will notify all laid-off employees of all job vacancies for one (1) year from the date of layoff.
- J. Employees who are reemployed within one (1) calendar year after they are laid off will be entitled to the reinstatement of accrued and unused sick leave that was not paid off at the time of their layoff.
- K. If the District implements a temporary unpaid layoff affected bargaining employees may elect to have the District pay his/her health insurance premium under Article 19 for the period of the temporary layoff. Affected bargaining unit employees will be noticed of the temporary layoff at least 10 working days before the effective date of the temporary layoff.

#### **ARTICLE 24. PROBATIONARY PERIOD**

New-hire probationary employees are at-will employees for twelve (12) months who may be discharged at any time without application of or recourse to any provisions of this Agreement or any of the provisions of the Personnel Policies.

#### **ARTICLE 25. PERSONNEL FILE**

- A. Each employee shall have the right, upon written request to District management, to review the material in his/her own personnel file, wherever a file is maintained, during non-duty hours.
- B. A representative chosen by the employee may, at the employee's request, accompany the employee in this review.
- C. All material in the file must be dated and signed by the source of the material. The employee will be provided with a copy of items placed in his/her personnel file. Any material will be initialed by the employee before placing in the file. If the employee refuses, the District will notify the employee and the Union that the

material will be placed in the employee's file. Within thirty (30) days of receipt of the copy of the documentation, the employee has a right to have a written response to the documents placed in his/her file. Employee's working day shift can make arrangements with the Manager to view their files at reasonable hours before or after their regularly scheduled shift.

- D. An employee will, upon written request to the District Manager, receive copies of all materials in his/her personnel file limited to twice per year or in the event of a dispute, the employee's business representative may request a copy of documentation regarding specific items or events.
- E. Commendations shall be placed in the personnel files and a copy provided to the employee.
- F. Sealing of Reprimands
  - 1. An employee who has received a written reprimand or had written documentation of verbal reprimand placed in his/her file may make a written request to the District to have the documentation placed in a sealed envelope within his/her personnel file when there have been no other disciplinary actions against the employee within twenty-four (24) months of said reprimand.
  - 2. An employee shall not be entitled to have the written reprimand placed in a sealed envelope within his/her personnel file if they do not meet the District's expected standards, have subsequent disciplinary action during the applicable retention period, and/or if the disciplinary action was taken because the employee's conduct is considered a violation of law, breach of ethics, workplace violence, and/or illegal harassment.
  - 3. A written reprimand placed in a sealed envelope, together with any related materials included in the employee's personnel file, shall have no further effect provided, however, that said written reprimand may be reopened and used in any subsequent major discipline proceeding against the employee or in any litigation arising out of the events giving rise to the written reprimand or in any litigation regarding the actions or conduct of the employee during his/her employment by the District.
- G. Oral Reprimand, Written Reprimand and Suspension without Pay of two (2) days or less:

An employee who has received a violation that results in Oral Reprimand, Written Reprimand or a Suspension Without Pay of two (2) days or less shall request the District Manager or Designee, after twelve (12) months from the date of occurrence of the violation, that the violation be removed from the employee's personnel file, and acknowledgement that the behavior has been corrected or that no other violations of similar nature have occurred. The response shall be in writing and attached to the original violation.

H. Suspension without Pay of more than two (2) days:

An employee who has received a violation that resulted in a Suspension without Pay of more than two (2) days shall request from the District Manager or Designee after twenty four (24) months from the date of the occurrence of the violation, that the violation be removed from the employee's personnel file and acknowledgement that the behavior has been corrected or that no other violations of similar nature have occurred. The response shall be in writing and attached to the original violation.

**ARTICLE 26. EDUCATION REIMBURSEMENT AND/OR ADVANCE**

- A. It is the policy of the District Board to achieve a more productive and professional District work force and, to attain that goal, the District will reimburse or advance employees for the cost of tuition fees, lab fees, and textbooks for approved education and training courses.
- B. To be eligible for reimbursement or advance, the employee must:
1. Be employed for not less than twelve months on the beginning date of the course for which reimbursement or advance is requested;
  2. Have received a satisfactory or better evaluation on the most recent performance review;
  3. Submit the request for approval of reimbursement or advance at least two weeks prior to the beginning of the course;
  4. Not have received reimbursement and/or advance for more than \$500.00 combined in the current fiscal year; and
  5. The course must be a credit course provided by an accredited college or university or is an approved adult basic education class, provided it is relevant to the employee's employment and is approved by the District Manager.
- C. Request for reimbursement and/or advance shall be submitted to the District Manager. The District Manager shall consider the requests in the order of receipt. Requests which, in the judgment of the District Manager, will assist the employee in furthering his/her career with the District shall be approved if funds are available and the employee meets the eligibility criteria.
- D. Employees will be reimbursed by the District following submission of proof of successful completion of the course with a grade of "C" or "pass" or better. The employee must submit copies of paid receipts for the course fees, lab fees, and textbooks with the proof of successful completion of the course.

- E. To receive an advance payment in the amount of the cost of course fees, lab fees, and textbooks, an employee is required to enter into an agreement to repay the District for the advance if any of the following occur.
  - 1. Employee fails to complete the class.
  - 2. Employee fails to submit proof of successful completion of the course with the required grade.
  - 3. Employee fails to submit copies of paid receipts for the course fees and textbooks with the proof of successful completion of the course within 45 days of completion of the course.
  - 4. Employee's employment with District ceases at any time for any reason (voluntary or involuntary) during the course.

The agreement shall allow the District to withhold the amount to be repaid from the employee's paycheck during a four month period following the scheduled end of the class, or, in the case of the employee's employment ending, from the employee's final paycheck.

- F. Courses taken under this program shall be taken on the employee's own time. If said schooling would require any adjustment in the regularly scheduled workweek, the adjustment must be approved by the District Manager prior to the approval of the educational reimbursement.
- G. To encourage the pursuit of further education while employed with the District, an employee who has been an employee of the District for at least one year who attains a post-secondary (collegiate) degree shall be eligible to receive a one-time educational incentive bonus payment as shown below as recognition of their achievement.

<b>Degree</b>	<b>Bonus</b>
Associate's Degree	\$250.00
Bachelor's or higher (BA or BS)	\$400.00

To receive the bonus payment, the employee must submit certification from an accredited institution that s/he has been awarded the qualifying degree to the District Manager. The District Manager shall then submit a copy of the diploma for inclusion in the employee's personnel file and shall authorize payment of the bonus.

**ARTICLE 27. SCOPE OF AGREEMENT AND SAVINGS CLAUSE**

- A. This Agreement is the entire agreement of the parties, except as provided in paragraph B below, during the term of this Agreement.



## SALARY APPENDIX HOURLY RATES

Effective 7/1/2019 through 6/30/2020

\*Represents a 2.5% base hourly rate increase from previous fiscal year.

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$17.91	\$18.35	\$18.81	\$19.28	\$19.78	\$20.28	\$20.75
Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
\$21.31	\$21.83	\$22.38	\$22.94	\$23.49	\$24.09	\$24.70

Effective 7/1/2020 through 6/30/2021

\*Represents a 2.0% base hourly rate increase from previous fiscal year.

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$18.27	\$18.71	\$19.19	\$19.66	\$20.17	\$20.68	\$21.17
Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
\$21.73	\$22.26	\$22.83	\$23.40	\$23.96	\$24.57	\$25.19

Effective 7/1/2021 through 6/30/2022

\*Represents a 2.0% base hourly rate increase from previous fiscal year.

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$18.64	\$19.09	\$19.57	\$20.06	\$20.58	\$21.10	\$21.59
Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
\$22.17	\$22.71	\$23.28	\$23.87	\$24.44	\$25.06	\$25.70