Collective Bargaining Agreement

Truckee Meadows Water Authority (TMWA)
Reno, Nevada

TRUCKEE MEADOWS WATER AUTHORITY
Quality. Delivered.

and

Local #1245
International Brotherhood of Electrical Workers (IBEW)
AFL-CIO

Term of Agreement:
July 1, 2023 – June 30, 2027

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TMWA & IBEW LOCAL UNION 1245

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AGREEMENT

THIS AGREEMENT, made and entered into this day of 1st day of July, 2023, by and between TRUCKEE MEADOWS WATER AUTHORITY, a Joint Powers Authority entity created under a cooperative agreement among Reno, Sparks, and Washoe County under NRS Chapter 277 its successors or assigns, hereinafter referred to as the Company, and LOCAL UNION No. 1245 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (affiliated with the American Federation of Labor-Congress of Industrial Organizations), hereinafter referred to as Union.

WITNESSETH that:

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

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

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

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

NOW THEREFORE, the parties hereto do agree as follows:

TITLE 1
RECOGNITION

1.1 Company recognizes Union as the exclusive bargaining agent of the Company employees in the bargaining unit, which are those employed in the position classifications listed in Attachment II, Exhibit B. Such employees shall not include confidential employees (as defined in NRS 288.170(6). Heads of departments, administrative employees (as defined in NRS 288.025) and supervisory employees (as defined in NRS 288.075) shall not be members of the same bargaining unit as the employees under their direction. (NRS 288.170)

1.2 Provisions of this Agreement shall be limited in their application to employees of Company as described in 1.1 of this Title. When the words "employee" and "employees" are used in this Agreement they shall be construed to refer only to employees described in said 1.1 unless otherwise noted.

1.3 Any employee, except for those employees listed in 1.1 above has the right to join or not join the Union without fear of intimidation, coercion, or reprisal by any party. Company shall deduct from their wages and pay over to the proper officers of Union, the membership dues of the members of the Union who individually and voluntarily authorize such deductions in writing. The form of check-off authorization shall be approved by Company and Union. (Amended 6/11/01)

1.4 It is the policy of the Company and the Union to provide a work environment free of unlawful discrimination, harassment, intimidation, and coercion. Discriminatory conduct in any form based on race (including traits associated with race, such as hair texture and protective hairstyles), color, gender, religion, age, national origin, social or ethnic origin, sexual orientation, gender identity or expression, marital status, pregnancy, disability, military and/or veteran status, or any other characteristic protected

by law is strictly prohibited. It is further agreed that wherever in their Agreement the masculine term is used, it shall be considered applicable to both sexes.

1.5 If the Company hires employees whose duties are not covered under this Agreement but whose duties are significantly the same duties covered under Attachment II, Exhibit "B" (1) of the Agreement between Sierra Pacific Power Company and Local Union 1245 of the IBEW which was effective January 1, 1998, then the Company shall notify the Union of this circumstance and, upon request by the Union:

Allow representatives of the Union reasonable access to the business of the Company for the purpose of informing such employees of their rights to form and join organizations of their own choosing for the purpose of representation with their employer with respect to wages, hours and other terms and conditions of employment: and to explain the benefits of membership in and representation for such purposes by the Union. "Reasonable access" shall include the right to meet with employees on at least three (3) occasions at the business of the Company on non-work time (e.g., lunch break) during normal business hours. (Amended 7/1/09)

(a) Allow representatives of the Union reasonable access to the business of the Company for the purpose of informing such employees of their rights to form and join organizations of their own choosing for the purpose of representation with their employer with respect to wages, hours and other terms and conditions of employment: and to explain the benefits of membership in and representation for such purposes by the Union. "Reasonable access" shall include the right to meet with employees on at least three (3) occasions at the business of the Company on non-work time (e.g., lunch break) during normal business hours. (Amended 7/1/09)

(b) The Company shall supply the Union with a list of such employees. Such list shall contain the names, home addresses and home phone numbers of such employees. The Union shall at all times maintain the confidentiality of any such list.

(c) The Company shall submit to a card check election to determine the desires of such employees to be represented for the purpose of collective bargaining by the Union. If a majority of such employees have signed cards authorizing the Union to act as their collective bargaining representative, and such authorization card majority is verified by the Federal Mediation and Conciliation Service, then the Company shall recognize the Union as the exclusive bargaining representative of such employees.

(d) If the Union is selected by a majority of such employees as their collective bargaining representative, then the Company shall, immediately upon the request by the Union, bargain in good faith with the Union for the purpose of concluding a collective bargaining agreement. NRS Chapter 288.160 and NAC Chapter 288 shall apply. (Amended 6/11/01)

(e) At all times the Company shall remain neutral with regard to any question concerning the representation of such employees by the Union. "Neutral" shall mean that the Company or Affiliate shall take no official position, nor shall it direct or condone any of its agents or representatives, including any attorneys or consultants to take any position against the exercise by its employees of their right to select the Union as their collective bargaining representative or to oppose the selection of the Union as the employees' collective bargaining representative.

1.6 The Company and the Union recognize the Company's Administrative Instructions (AIs) and has negotiated and agreed to the terms of Corrective Action and Progressive Discipline A-38; Drug and Alcohol Free Workplace Policy A-05; and DOT Drug and Alcohol Testing Program A-06. In addition, the Union has agreed to the terms of all other Administrative Instructions, including updated revisions, which are not in direct conflict with the Collective Bargaining Agreement (CBA), with the understanding that the CBA will prevail when in direct conflict with the Administrative Instructions. (Added 6/12/06) (Amended 7/1/09)

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

TITLE 2
CONTINUITY OF SERVICE

2.1 Company is engaged in rendering public utility services to the public and Union and Company recognize that there is an obligation on each party for the continuous rendition and availability of such services.

2.2 Strikes and Lockouts

(a) No lockout of employees shall be instituted by the Company during the term of this Contract.

(b) The Union agrees that during the term of this Contract neither it nor its officers, employees or members will engage in, encourage, sanction, support, or suggest any strikes, work stoppages, boycotts, slowdowns, mass resignations, mass absenteeism, picketing or any other similar actions which would involve suspension of, or interference with the normal work of the Company.

(c) In the event that Union members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct the members to retum to their normal duties. (Amended 6/11/01)

2.3 Any employee in a Bargaining Unit classification shall perform loyal and efficient work and service, and shall use their influence and best efforts to protect the properties of Company and its service to the public, and shall cooperate in promoting and advancing the welfare of Company and in preserving the continuity of its service to the public at all times.

2.4 Consistent with the Provisions of this Title, the parties recognize that Union, Company, and all employees are mutually obligated to promote efficiency in Company's operations and harmony among Company's employees.

2.5 Consistent with the provisions of this Title which pertain to continuity of service to the public and duties essential to the operation of the utility, after May 1, 1979 all employees shall be required by Company to either report to work on a call out basis within 45 minutes or reside within a thirty-five (35) mile radius of the Company headquarters to which they regularly report. An employee, who is unable to report for work on a call-out basis within forty-five (45) minutes, will be exempt from the provisions of Section 10.3 of the Agreement. (Amended 1/1/98)

TITLE 3
DEFINITIONS

3.1 Employees shall be known as "Temporary," "Provisional," Probationary," "Part Time" and "Regular" (Amended 6/11/01)

3.2 For the purpose of the contract, a Regular employee is defined as an employee who has completed twelve (12) months of continuous service with the Company, excluding those hired as Provisional employees. (Amended 6/11/01)

3.3 A Temporary employee is defined as an employee hired by the day for occasional or seasonal work, or for a limited time. A Temporary employee shall not be eligible for sick pay, holiday pay, vacation pay, insurance coverage, pension coverage or items of similar nature, except as herein specifically provided. If a Temporary employee should in the course of continuous employment, be reclassified to Probationary or Regular, they shall be credited with all continuous service in determining eligibility for such benefits that may accrue to them in their new status. A Temporary employee shall receive not less than the minimum rate for the job except in the case of laborers. Temporary Helpers, as defined in Exhibit A, may be hired for a period of not more than three (3) months at the special Temporary labor rate. (Amended 7/1/09)

3.4 A Provisional employee is defined as an employee whose employment is intended to last more than six (6) months but less than two (2) calendar years. The work performed is linked to specific projects or is in anticipation of future events with a specific date at which the position will be eliminated. The use of

the Provisional employee will not impede the opportunities of Regular employees or by-pass the bidding procedure as defined under Title 16 of this Agreement and are not subject to Title 23 nor Sections 19.8 or 19.9. Provisional employees will be required to remain in the position for the duration of their term with no bidding rights. They will accrue benefits equivalent to a Regular employee for sick leave, vacation, group health insurance coverage (medical, dental, vision and life), pension coverage and will be eligible to participate in the Company deferred compensation program(s). For purposes of overtime work, preference will be extended to "Regular" employees, and the Company is under no obligation to balance overtime for Provisional employees as specified under Section 10.3 of Title 10. A Provisional employee will not receive less than the minimum rate forthe job and will progress through the appropriate classification wage progression in accordance with this Agreement. If employment of a Provisional employee extends beyond two (2) calendar years, the employee will be reclassified to "Regular" with a hire date and seniority date equivalent to the start date of their Provisional time. (Added 6/11/01) (Amended 7/1/09)

3.5 A probationary employee is defined as an employee hired for a position that has been regularly established and is of indeterminate duration. A probationary employee shall receive sick pay, vacation pay, insurance coverage, pension coverage or items of a similar nature as they shall become eligible, but in all other respects shall be equivalent to a Regular employee, subject to the provision of 3.6 of this Title. A probationary employee shall receive not less than the minimum rate for the job. A "probationary" employee shall be eligible for all benefits under Title 22 of the CBA upon commencement of employment and at such time as the specific benefit plan allows participation. (Amended 6/12/06)

3.6

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

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

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

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

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

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

TITLE 4
WAGES

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

4.2 All employees shall be placed on an hourly rate of pay and shall be paid on alternate Fridays for all time worked during the two (2) week period ending the previous Sunday midnight; exclusive of overtime worked during the second week of the two week period. Any such deferred payment shall be included with the paycheck for the payroll period next succeeding the period in which such overtime was worked. In order to spread the payroll work the Company reserves the right to divide the payroll into two groups, paying each group on alternate Fridays. If a payday falls on a holiday, the day next proceeding such holiday shall be payday. However, if a payday falls on the Day after Thanksgiving the following Monday shall be payday. Payroll deductions for employees shall occur semi-monthly (first and second paycheck each month) including, but not limited to, Employee-only/Dependent Medical premium payments, Life Insurance premiums, Union Dues, and Credit Union deposits or payments. (Amended 6/11/01) (Amended 7/1/09)

4.3 (a) An employee who temporarily assumes the duties and responsibilities of a classification having a higher minimum rate shall be paid not less than the minimum rate of the higher classification for the time worked, meal and travel time, as applicable, computed to the next quarter(¼) hour. (Amended 5/1/83)

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

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

(c) When an employee is temporarily assigned or reassigned to work in a classification lower than their Regular classification, their rate of pay will not be reduced unless such assignment or reassignment is caused by the employee's failure to obtain or maintain a certification, license, or other qualification required under this Agreement for their job classification. The Company agrees to assign the employee to the highest possible job classification, below their current job classification, for which they are qualified. If the Company determines, in its sole discretion, that an employee took all necessary actions to maintain the certification, license, or other qualification, then the employee's rate of pay shall not be reduced while they are in the lower job classification so long as they re-obtain the necessary certification, license, or other qualification at the earliest possible date. If the Company determines that the employee is not diligently pursuing such certification, license, or other qualification, then the employee's rate of pay must be reduced to the rate of pay of the classification to which they are assigned.

(d) Where automatic progression between classification or within the pay rate range of a classification is provided by the Agreement, it is understood that the employee's performance must be satisfactory to qualify for advancement. Where an employee's performance is unsatisfactory and an automatic progression wage step has been withheld, the employee may go through the Grievance Procedure outlined in Title 21. .

(e) Where automatic progression in any classification is provided by the Agreement, an automatic progression wage step will be withheld after an employee is off work for sixty (60) calendar days or more, except in accordance with applicable law. (Amended 7/1/23)

4.4 Company and Union may agree to additional classifications inclusive of those referred to in Title 1, Section 1.5 and/or revisions of existing classifications and wages and lines of progression with respect thereto, during the term of this Agreement. Pending negotiations with respect to such classifications,

wage rates and lines of progression, the Company may establish temporary classifications and wage rates. (Amended 6/11/01)

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

TITLE 5
TRANSPORTATION

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

5.2 (Deleted 6/11/01)

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

(b) An employee who is unable to maintain a job-related driver's license, may be provided alternative work by their Immediate Supervisor while the employee re-obtains a valid license. (Amended 5/1/82)

If alternative work is not assigned or is unavailable, the employee will be required to use earned vacation or will be temporarily placed in a Helper or Customer Service Representative position, at the one-year wage step, for up to three (3) months while obtaining re-licensure.

Should the employee exhaust their vacation and still has not obtained the job-related license, the employee may utilize a personal leave of absence, for up to three (3) months, while they obtain the required license. After such time the employee is subject to termination.

During any period the employee must re-obtain their required license within ninety (90) calendar days. (Added 7/1/09)

(c) (Deleted 07/01/2017)

(d) A successful bidder on any job requiring vehicle and/or equipment operation, will be given a thirty (30) day period beyond the date of the job award to obtain the proper licenses and/or permits. If employee is unable to obtain the license within the 30 days due to circumstances beyond the employee's control, the employee shall have until the first available appointment date after the (30) day period to obtain the license has expired. Additional training must be arranged through Department Management. Bidder must be trained and/or evaluated prior to receiving approval to operate Company vehicles and/or equipment. (Amended 1/1/98) (Amended 7/1/12)

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

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

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

TITLE 6
WORKING HOURS

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

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

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

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

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

6.5 Employees, including those on out-of-town assignment, who are required to report for work on their non-work days, or on holidays which they are entitled to have off, or outside their regular work hours on work days, shall be paid overtime compensation for the actual work time, commencing at the time they physically report at their regularly assigned reporting place, and travel time in the amount of fifteen (15) minutes each way in connection therewith. An employee who is called out for such work shall be paid overtime compensation for travel time in the amount of thirty (30) minutes from their home and fifteen (15) minutes to return home. If an employee who is called out for such work outside of their regular work hours on a work day continues to work into or beyond their regular work hours, they shall be paid overtime compensation for actual travel time in the amount of thirty (30) minutes only from their home. (Amended 1/1/95)

An employee who is required to call out the remainder of a crew to respond to a call out and are themselves responding to the call will be deemed on the clock immediately. This time is to include the time it takes to prepare for the work assignment and actual commute time. The travel time of 30 minutes would not apply, as the employee is compensated for all time spent getting ready and commuting. (Added 6/12/06)

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

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

6.6 (a) If an employee is instructed by their Supervisor to report for prearranged overtime on a non-work day, or on a holiday which they are entitled to take off with pay, and the employee reports for work as instructed, the employee shall be paid overtime compensation for a minimum of four (4) hours provided, however, this will not apply to cases in which the employee is prevented

from completing the assignment or earning the minimum through no fault of the Company, for reasons such as inclement weather, accidents, illness, or other reasons beyond the control of the Company. In such cases the employee shall be paid overtime compensation for the actual time worked, but in no event less than the two (2) hour minimum. (Amended 5/1/81)

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

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

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

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

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

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

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

1. When an emergency arises in connection with ice fighting, the Company may reschedule the hours of certain "Day Employees" and employees classified as Hydro/Generation Operator to the hours of a shift schedule.

2. The starting time for a shift schedule is 0700, 1500, or 2300.

3. The workday of a shift schedule consists of eight (8) consecutive hours.

4. When "Day Employees" and employees classified as Hydro/Generation Operator are assigned ice fighting on a shift schedule, they assume the hours of a shift schedule beginning with the first day of the assignment, but the work days and non-work days remain the same as their normal work week.

5. The shift premium is applicable to the hours in these schedules as provided for in Title 7, beginning with the first day of the assignment.

6. No notice is necessary to start a shift schedule to fight ice. However, as much notice as possible should be given both going on and coming off the shift schedule to allow the employees sufficient time to readjust their sleep and rest routine.

7. Meals at Company expense are limited to those where the Supervisor has not allowed sufficient time for the employees to eat breakfast and prepare lunch before reporting to work.

8. On days the provisions of Section 10.1(a)(1), (2), (3), and (4) are applicable, such day or days shall not be counted as one (1) of the days where penalty is paid under Section 6.8(b).

9. The two (2) day penalty provided in Section 6.8(b) is not considered overtime in applying the rest period provisions.

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

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

1. The maintenance or repair of any generating plant or substations, and emergency repairs to hydro plant canal systems. A generating plant or substation shall be defined as any facility that has high voltage apparatus, including OCBs and disconnects. (Amended 5/1/87)

2. Work involving cleaning debris from the water intake of a hydro or power plant.

3. (Deleted 6/11/01)

4. To provide relief in a regularly scheduled job which has been temporarily vacated by absence of an incumbent.

5. To provide public safety and the protection of Company facilities underground which may be exposed to possible damage by excavating operations performed by other than Company employees.

6. Work involving emergency repairs to or the cleaning of sand and debris from all raw water delivery systems. (Amended 1/1/98)

7. (Deleted 6/11/01)

8. At the request of the customer, special project construction or unique maintenance requirements of facilities where customer impacts must be minimized. (Added 1/1/98)

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

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

require the payment of an additional one-half (1/2) times the straight-time or overtime rate which may be applicable.

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

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

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

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

6.10 Employees shall have work schedules as follows:

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

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

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

(d) Shift schedules shall be posted for affected employees by November 30 for the following year. (Added 7/1/09)(Amended 7/1/12)

(e) Operations Maintenance establishment of voluntary 10-hour day, four-day work week schedule for the following position classifications: Water Treatment Equipment Specialist; Certified Maintenance & Control WP Mechanic; Water Supply Specialist; SCADA Technician; and Specialist, Maintenance & Control WP Mechanic.

1. Establishment of Schedule

(a) The 10-hour, 4-day work week will be on a voluntary basis.

(b) The 10-hour shift will be considered the employee's regular work hours as it applies to all sections of this Agreement, unless otherwise stated herein.

(c) There will be no shift change penalty in connection with any change occurring relating to this schedule.

(d) For the above-listed positions, the workweek shall be defined to be that period of 168 hours comprising seven (7) consecutive calendar days. The workweek shall be that period of time beginning one (1) minute after 11:59 p.m. Saturday and ending 168 hours later. (See title 6.3).

(e) The start time for all day employees under the 10-hour, 4-day work week schedule shall be 6:00 a.m. instead of as set forth in Section (6.8(a)).

2. Meals

(a) Lunch will be from five (5) hours after the time corresponding to an employee's regular starting time on regular workdays to six (6) hours after this starting time. Provisions of 6.4 will apply.

(b) Overtime Meals: If Company requires an employee to perform work for one-half (1/2) hour or more beyond regular work hours, it shall provide a meal approximately one-half (1/2) hour after regular quitting time. Except as noted in 2(a) above, normal meal practices will apply in all other situations.

3. Upgrades. Employees will be upgraded according to current department procedures and in accordance with Title 16.7 (a). A person accepting an upgrade may be required to change shifts if the crew they are working is on a different shift and no shift change penalty will apply.

4. Holidays. Effective the first pay period of calendar year 2024, scheduled holiday hours (96/year) will be credited to each employee on the observed holiday and floating holiday hours (8/year) will be credited to each employee at the beginning of the first payroll period of each year.

(a) Holiday hours may be used to take time off from work in conjunction with vacation or as independent days off.

(b) Employees will receive payment at straight time rates for holiday hours that remain unused at the end of the payroll year. Payments for unused holiday hours will occur during the last pay period of the calendar year.

(c) Scheduled holiday hours may not be taken in increments of less than one (1) hour.

(d) The 24-hour period between 0000 of the recognized holiday and 0000 of the following day will be considered the holiday.

(e) When an employee observes a holiday as a day off, it may be used as 10 scheduled holiday hours, 10 hours of vacation or a combination of scheduled holiday hours and vacation.

(f) Nothing herein limits the right of the Company to require an employee to observe any holiday as a day off.

(g) Nothing herein shall be construed to increase or decrease the total number of total holiday pay earned annually under Title 11.

(h) Should conflicts arise with Title 11 Holiday, they will first be addressed by supervision of the affected employees.

5. Floating Holiday. Compensation for floating holiday can be taken in 8-hour increments, but cannot exceed 8 hours total annually as in Title 11.

6. Funeral Leave. Full day leave, as described in the Bereavement Leave Policy in the Administrative Instructions, can be taken in 10-hour increments. For immediate family members, the three consecutive days off will be paid in 10-hour increments.

7. Rest Periods. For employees under the 10-hour, 4-day work week, Section 10.6(a)(1) shall be modified to replace seven and one half (7 ½) hours with five and one half (5 ½) hours and Section 10.6(a)(2) shall be modified to replace nine (9) hours with seven and one half (7 ½) hours.

8. Overtime. For the purpose of the ten (10) hour work schedule, overtime will be paid for all time worked in excess often (10) hours per day and forty (40) per week. As defined in a workweek.

The Company and Union reserve the right to return to the five (5) day, eight-hour shift schedule by giving 30 days written notice. (Added 08/30/2012).

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

If an employee has performed work on twenty-one (21) straight days, the employee must be granted the next two (2) days off. If the next two (2) days off occur on regular workdays for that employee, such employee shall, nonetheless, be granted the days off at the straight-time rate of pay. (Added 1/1/95)

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

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

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

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

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

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

6.13 "Shift" employees are as listed below:

Hydro/Generation, Working, Foreman/woman,
Water Treatment, Working, Shift, Foreman/woman
Hydro/Generation Operator
Hydro/Generation Operator Apprentice
Hydro Power Generation Specialist
Water Plant Operator Apprentice
Water Plant Operator
Water Treatment Equipment Specialist
Water Treatment Equipment Specialist Assistant
(Amended 6/11/01)(Amended 7/1/12)

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

(b) (Deleted 6/11/01)

(c) (Deleted 6/11/01)

(d) (Deleted 6/11/01)

(e) Water Treatment/Water Plant employee's 12-hour shifts. (Added 6/12/06)

1. Establishment of shift

(a) The 12 hour shift schedules will be based on a two week pay period. It will consist of six 12 hour days and one eight hour day, with seven days off. The day shift will be defined as those hours between 0400 to 1600. The swing shift will work from 1600 to 0400. The work weeks will be mutually agreed upon by the Company and Union.

(b) The 12 hour shift schedule as defined above will be considered the employees "regular" work hours as it applies in all sections of the Collective Bargaining Agreement, unless otherwise stated herein.

(c) To establish, continue, or change this schedule, will require a minimum of 75% agreement of the crew members.

(d) There will be no shift change penalty in connection with any change occurring relating to this schedule.

(e) This agreement may be cancelled by either party with 90 days written notice. The company and Local 1245 agree to meet and discuss proposed cancellation, but agree to return to their previous eight hour shift schedules as identified in Section 6.13 (a) at the conclusion of the 90 day notification.

2. Overtime

(a) Overtime will be paid for all actual time worked in excess of 40 hours per defined work week pursuant to 1.(a) above, and all time worked on days normally observed as days off.

(b) Overtime rates of two times the rate of pay will be paid for all time worked in excess of 16 consecutive hours on a regularly scheduled day off.

(c) A shift change penalty will not apply if the change is voluntary from the employee.

3. Holidays

(a) All 104 hours of scheduled holiday hours, which include floaters, will be credited to each employee at the beginning of the first payroll period of each year.

(b) During their first calendar year of employment an employee shall receive eight (8) Floating Holiday Hours and eight (8) hours for each recognized holiday remaining for the payroll calendar year.

1. Holiday hours may be used to take time off from work in conjunction with vacation or as independent days off.

2. Employees will receive payment during the last pay period of the payroll calendar year at straight time rates for holiday hours that remain unused at the end of the payroll year.

3. Scheduled holiday hours may not be taken in increments of less than 1 hour.

4. 8 of the 104 scheduled holiday hours will be considered Floating Holiday hours. These hours may be taken at any time shift coverage is available.

5. When overtime relief is required, Floating Holiday hours must be taken in increments of four (4) hours or more.

6. The 24-hour period between 0400 of the Observed Holiday and 0400 of the following day will be considered the holiday. The Observed Holidays are listed below in (8).

7. Operators will be paid time and one-half (1 ½) when scheduled to work the 24-hour period between 0400 of the Observed Holiday and 0400 of the following day.

8. All regular full-time employees shall be entitled to the following paid holidays and any legal holiday, as set out within NRS 236.015, which has been declared by the Governor, or the United States Congress (excluding holidays declared by the President through an executive order). Observed Holidays will include:

Holiday	***Date Observed***
New Years Day	January 1
Martin Luther King Day	
Presidents' Day	Third Monday of February
Memorial Day	Last Monday of May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday of September
Veteran's Day	
Nevada Day	Last Friday of October
Thanksgiving Day	Fourth Thursday of November
Thanksgiving Day 2	Fourth Friday of November
Christmas Day	December 25

4. Travel and Meals

(a) If the company requires an employee to perform work for more than two hours beyond the regular work hours, it shall provide a meal approximately two hours after regular quitting time and with meals thereafter of approximately 4 hours but not more than 5, as long as the employee continues to work, insofar as it is possible for the company to do so.

(b) On overtime associated with 12-hour shift coverage, employees will be eligible for one meal. (Amended 7/1/2012)

(c) Overtime not associated with 12-hour shift coverage, shall be subject to Title 17. (Amended 7/1/12)

5. Rest Period

If an employee works more than 4 hours past the ending of the shift for a total in excess of 16 hours, the employee is entitled to a rest period of twelve (12) hours. If an employee is scheduled for work more than 4 hours prior to the regular start time and extends into the regular shift, the employee is entitled to a rest period.

6. Shift Change Time

Two Water Treatment Plant Operators on the crew at each producing plant location (Glendale and Chalk Bluff) and one Water Treatment Plant Operator on the crew at each non-producing plant location (Glendale or Chalk Bluff) will report fifteen (15) minutes before the beginning of their crew's scheduled shift to receive shift change report from the departing crew. This fifteen (15) minute time frame is referred to as "Shift Change Time." The Union and the Operators are responsible for designating the Operators ("Designated Operators") who will report for the Shift Change Time for the purpose of equalizing overtime among the Operators, and the Union is responsible for handling any complaints by the Operators relating to the allocation of responsibility for Shift Change Time. (Added 7/1/09)

6.14 "Service" employees are as listed below:

Plant Electrician Apprentice
Helper
Water Service Technician
Water Supply Specialist
Plant Electrician
(Amended 6/11/01)

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

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

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

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

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

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

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

Customer Services, Working, Foreman/woman
Customer Services Representative
Senior Customer Services Representative
Accounts Payable Representative
(Amended 6/11/01)(Amended 7/1/12)

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

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

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

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

When an employee has requested personal time off, the employee has the option to make up time within the same day by adjusting their work schedule, or may use vacation or floating holiday hours, or sick leave (under Title 15), or with Supervisor approval may elect time off without pay. A minimum of 1/2 hour lunch period must be taken in accordance with Section 6.15, unless required by operational needs. (Amended 7/1/09)

TITLE 7
PREMIUMS

7.1 All eight (8) hour work periods regularly scheduled to begin at 4:00 a.m. or thereafter, but before 12:00 noon shall be designated as first shifts. All eight (8) hour work periods regularly scheduled to begin at 12:00 noon or thereafter, but before 8:00 p.m., shall be designated as second shifts. All eight (8) hour work periods regularly scheduled to begin at 8:00 p.m. or thereafter, but before 4:00 a.m., shall be designated as third shifts. No shift premium shall be paid for the first shift. A 3% shift premium shall be paid for work performed in the second shift. An 8% shift premium shall be paid for work performed in the third shift. (Amended 7/1/12)

7.2 When a shift premium is applicable to time worked at the overtime rate of pay, the overtime rate shall be applied to the applicable shift premium.

7.3 Shift premiums shall be payable only for hours actually worked, and shall not be paid for non-work time such as holidays, sick leave, vacations, etc.

7.4 Shift premium shall be paid for meal and travel time at the applicable overtime rate. (Added 5/1/83)

7.5 Certified Welder Premium for employees in the Heavy and Light Foreman/woman classifications. To encourage employees in these job classifications to obtain and maintain welding certifications, the Company agrees to pay the welding premium identified in Attachment 1 Exhibit "A" (1)[1] per hour as follows:

[1] Shall be adjusted annually on July 1 by the percentage of the general contractual wage increase.

(a) When welding work is required to be performed by a certified welder and a certified fitter/welder or a fitter certified in accordance with API 1104 testing is unavailable or it is not practicable to assign welding work to either, welding will be assigned to an available certified Light Foreman/woman or certified Heavy Foreman/woman.

(b) When welding is assigned to a Light Foreman/woman or Heavy Foreman/woman as described above, the welding wage premium shall be paid for all welding hours actually worked with a minimum of eight (8) hours welding wage premium for each day a Light Foreman/woman or Heavy Foreman/woman is assigned and performs welding work.

(c) When a welding premium is applicable to time worked at the overtime rate of pay, the overtime rate shall be applied to the applicable welding premium.

(d) Welding premiums shall be payable only for hours actually worked, and shall not be paid for non-worktime such as holidays, sick leave, vacations, rest periods, etc.

(e) Welding premium shall be paid for meal and travel time at the applicable overtime rate.

(f) The welding wage premium will be adjusted each year by a percentage equal to the general contractual wage increase for the Fitter/Welder job classification.

Nothing contained above is intended to reduce or eliminate the Fitter/Welder Classification. Additionally, it is understood that when practicable, welding will first be assigned to the Fitter/Welder classification. Second, in the absence of a Fitter/Welder, when practicable, Fitters with appropriate welding certification will be upgraded to the Fitter/Welder classification.

7.6 Any employee who obtains additional certifications will receive an annual payment of $500 for each certification type (Distribution and Treatment) above the classification's requirements. Only certifications in Distribution and Treatment will be eligible for this incentive. Payments for this incentive will be made in the first pay period in December.

Examples:

- Classification requiring no certifications obtains a D1 & T1. Employee will receive $1,000 annually
- Classification requiring a D2, employee obtains a D3. Employee will receive $500 annually.
- Classification requiring a D2, employee obtains a D4. Employee will receive $500 annually.
- Classification requiring a D2, employee obtains a D4 & T1. Employee will receive $1000 annually.
- Classification requiring a D2 &T2, employee obtains D3 & T4. Employee will receive $1000 annually.

TITLE 8
LEAVES OF ABSENCE

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

8.2 Military Leave

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

8.3 Union Leave

Company shall, at the written request of Union, grant a leave of absence without pay to an employee who is appointed or elected to any office or position in the Union and whose services are required by the Union, provided adequate arrangements can be made to take care of the employee's duties, without undue interference with the normal routine of work. Such Union leave shall be subject to the following conditions:

(a) The term shall be for a fixed period not to exceed three (3) years. The period shall be stated in the request for leave.

(b) The employee shall be returned to employment in their same classification held at the time the leave was granted and at the same headquarters at which they were last employed, or at the nearest headquarters to that location in which a vacancy exists.

(c) The seniority of an employee who is granted a leave of absence under the provisions of this Title shall accrue during the period of such leave.(Amended 1/1/98)

(d) Upon at least 72 hours written notice, employees may be granted time off to perform Union duties or services. The Company, in its sole discretion, reserves the right to deny such request.

8.4 Personal Leave

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

(a) The leave will not exceed a period of six (6) months, or a six (6) month extension thereof, but in no case shall any leave or extension be granted which extends the total leave of absence beyond a period of one (1) year.

(b) The purpose for which the leave is granted will not lead to the employee's resignation.

(c) If an employee fails to return immediately on the expiration of the leave of absence, or if they apply for unemployment benefits, or they accept other employment while on leave, they shall thereby forfeit the leave of absence and terminate their employment with the Company.

(d) An employee returning from an authorized leave of six (6) months or less shall be reinstated to their former classification and headquarters location.

(e) An employee returning from an authorized leave exceeding six (6) months shall be reinstated to their former classification and headquarters provided a vacancy exists in their former classification. If no such vacancy exists, the employee shall be reinstated in a lower classification thereto in the same Line of Progression. If such reinstatement in a lower classification is required under this section, the employee will be given preferential consideration over other employees in the filling of vacancies in higher classifications in the line of progression until such time as they are returned to their former classification or rate of pay. (Amended 5/1/82)

8.5 The Company will not consider the bid of an employee on a leave of absence, except in accordance with applicable law. (Amended 7/1/23)

8.6 Family and Medical Leave

Leaves for care of child, spouse, parent, or serious illness of employee shall be provided in accordance with State and Federal Law, including but not limited to the Family Medical Leave Act of 1993, 29 USC §§ 2601-2654, and subsequent amendments("FMLA").

TITLE 9
INCLEMENT WEATHER PRACTICE

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

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

(a) Employee safety

TMWA will consider Air Quality Index (AQI) ratings reported at or above 151 as "red" air quality days. When "red" air quality days occur, strenuous work activity shall cease within affected areas except when emergencies, and/or public safety or welfare are involved, and in those instances, the Company shall provide appropriate respirators for those employees required to work. (Amended7/1/23)

(b) Operating requirements

(c) Undue hazards

(d) Service to the public

(e) Job site-working conditions

(f) Anticipated duration of time required to leave unfinished job in safe condition

(g) Anticipated duration of inclement weather

(h) Distance from job site to operating headquarters

(i) Driving conditions (Added 7/1/12)

(j) Any other pertinent factors which in their opinion should be taken into account in reaching their decision relative to stopping or continuing work. (Amended 1/1/98)

TITLE 10
OVERTIME

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

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

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

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

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

1. The nature of the utility business requires the working of overtime and is reflected in the language of this Agreement.

2. The right to determine the importance and necessity of any work assignment rests within the rights of Management.

3. Refusal shall be supported by a valid reason.

4. A reasonable and sympathetic approach shall be taken by Supervision, with employees receiving as much advance notice as possible in order to allow them to alter their plans.

5. Extenuating circumstances and health of the employees shall be considered.

6. The time necessary to complete the work assignment and the availability and practicability of the use of other employees shall be considered.

7. Above all, the rule of reason shall be used by employees and Supervisors.

10.2 If an employee is called out by a responsible authority of the Company outside the employee's regularly scheduled hours and works less than two (2) hours, the employee shall receive not less than two (2) hours to be compensated at the applicable overtime rate, for each such call out, provided the employee has finished their first call out and has returned to their home. If the employee is sent on another job or jobs prior to returning home from the initial call without a break in work time it shall be considered a single call out. It shall be the policy of the Company to avoid a second assignment except those of such urgency as would ordinarily warrant a call out, but the determination of such urgency shall be determined solely by the Company Representative dispatching the call. When an employee can resolve an issue from home, and does not have to leave their house, or the call is cancelled prior to the employee leaving their home, the employee will receive a minimum call out of ½ hour. (Amended 7/1/12)

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

(a) The call-out is less than two (2) hours prior to their regular starting time and the work extends into the regular workday.

(b) The call-out is an extension of the regular workday or the employee has not left the plant premises when called. Any employee required to keep a radio-equipped Company vehicle at home when off duty shall, upon completion of a tour of duty, proceed directly to their home. Any call-out while in transit shall be considered an extension of the regular day without interruption in time. A call-out received after reaching home and signing off the radio shall be considered a separate call-out. (Amended 5/1/81)

10.3 (a) Overtime, time and one-half (1½) and double time (2), shall be treated separately and shall be divided as equally as is practicable over the course of the payroll year, among those employees qualified and available within a classification and headquarters. All overtime, time and one half (1½x) and double time (2x), for individuals in each headquarters shall be posted separately every 30 days. Employees new to a classification or district or department shall be averaged into that district or department's year to date, time and one-half (1½) and double time (2) overtime lists. (Amended 4/5/05)

(b) Deviation from the distribution of overtime as stated in Section 10.3 (a) must be established in writing and agreed to by both Company and Union. (Added 1/1/98)

(c) Deviation from the distribution of overtime as stated in Section 10.3 (a) will be allowed in select cases where employees within classification possess special skills (certifications, licenses, or training) unique to that job requirement. (Added 1/1/98)

10.4 Nothing contained herein shall be construed to require the payment of overtime compensation under more than one (1) of the foregoing definitions for a single period of operation.

10.5 (a) Overtime compensation at the rate of one and one-half (1 1/2) times the straight rate of pay shall be paid to employees for overtime as defined in Section 10.1 (a) (1), (2), (3), (4), and (5) and Section 10.1 (b). (Amended 5/1/81)

(b) The time worked in excess of sixteen (16) consecutive hours (which includes unpaid meal period) and continuing until the employee is dismissed from such work shall be paid at the rate of two (2) times the employee's straight rate of pay. (Amended 5/1/82)

(c) Prearranged overtime worked in excess of twelve (12) consecutive hours and continuing until the employee is dismissed from such work shall be paid at the rate of two (2) times the employee's straight rate of pay. (Added 5/1/81)

(d) If, following an employee's dismissal from work or on an employee's non-work day, the employee is called out for work, they shall be paid at two (2) times their straight rate of pay for all work performed outside their regular work hours or on a non-work day. (Added 5/1/81)

(e) During the 2009 Nevada legislative session, Section 2 of S.B. 427 amended the definition of compensation in NRS 286.025(2) for members hired after January 1, 2010, by modifying the definition of callback pay. While the Company recognizes the intent of S.B. 427 during the 2009 session was to severely restrict the reporting of callback pay to the system, the Company acknowledges emergency situations may occur necessitating a declaration of emergency. The Company will evaluate emergencies that are declared by the federal government, state government, and local governing bodies as well as evaluate emergencies and situations impacting the Company, to determine if a declaration of emergency is necessary. When the Company determines an emergency declaration is necessary and makes such declaration as described in NRS 286.025(2), employees' overtime compensation will be reported to Nevada Public Employees Retirement System in accordance with applicable PERS regulations and policies.

10.6 (a) Any regular or probationary employee who, as the result of a call out or a prearranged work assignment, has worked at overtime rates between their regular quitting time and their next regular starting time on regular work days, shall be entitled to a rest period under the following conditions:

1. If an employee has worked seven and one half (7 ½)hours or more at overtime rates, they shall be entitled to a rest period of twelve (12) consecutive hours upon completion of such overtime work.

2. If they have worked a minimum of two (2) hours at overtime rates and such work extends beyond nine (9) hours after their regular quitting time, they shall be entitled to a rest period of twelve (12) consecutive hours upon completion of such overtime work. If they work less than two (2) hours at overtime rates and such work extends beyond nine (9) hours after their regular quitting time, the employee shall only be entitled to a rest period of seven (7) consecutive hours upon completion of such overtime work. (Amended 7/1/23).

3. If they have worked a minimum of two (2) hours at overtime rates and such work commences later than nine (9) hours after their regular quitting time, they shall be entitled to a rest period of twelve (12) consecutive hours upon completion of such overtime work. If they work less than two (2) hours and such work commences later

than nine (9) hours after their regular quitting time, the employee shall only be entitled to a rest period of seven (7) consecutive hours upon completion of such overtime work. The above provisions shall not apply if such work commences later than four (4) hours before their next regular starting time. (Amended7/1/23)

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

5. Neither travel time nor missed meal consumption time will be included as time worked to qualify for a rest period. (Amended 7/1/23)

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

1. The overtime must have been worked immediately preceding their regular starting time on the next regularly scheduled work day, and

2. During the corresponding time period normally observed by them as off-duty hours on consecutive workdays.

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

(d) If the employee becomes eligible for a rest period and is called back to work during their twelve (12) hour rest period, the employee shall be paid overtime compensation at the rate of pay equivalent to two (2) times the standard rate of pay for all work performed until they have been relieved from duty for at least twelve (12) consecutive hours, and a new rest period will commence at the conclusion of such work. (Amended 7/1/23)

(e) Should a rest period provided for above extend into their regular work hours, the employee may be required to report for work at the end of said rest period for the remainder of that regular work period. For twelve (12) hour rest periods that conclude within two (2) hours of an employee's regular quitting time, the rest period will be automatically extended through the employee's regular quitting time. The employee shall be paid at straight time for any portion of their regular work period, which they are allowed to take as a rest period. They will in any event be paid at the straight-time rate for the said regular work period. (Amended 7/1/23)

TITLE 11
HOLIDAYS

11.1 It shall be the policy of the Company to perform only necessary work on any of the holidays observed by the Company. The necessity for holiday work and the number and choice of employees required to work on the holiday shall be determined by the Company.

11.2 All Regular, Probationary and Provisional full-time employees shall be entitled to the following paid holidays and any legal holiday, as set out within NRS 236.015, which has been declared by the Governor, or the United States Congress (excluding holidays declared by the President through an executive order).

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

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

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

11.3 If a holiday is observed by Company on a regular or probationary employee's non-working day, the employee shall, during the ensuing twelve (12) months be given a work day off with straight-time pay at the convenience of the Company. The employee may have the option of foregoing the workday off and accepting regular straight-time pay for the holiday if they so desire.

11.4 If a holiday is observed by Company on a regular or probationary employee's scheduled non-work day and the employee works on that day, they shall be paid at the applicable overtime rate for all work performed plus their holiday allowance.

11.5 If a holiday is observed by Company on a regularly scheduled workday of a regular or probationary employee and they perform no work that day, they shall be given a holiday allowance equal to their regular straight-time pay for the day.

11.6 If a holiday is observed by Company on a regularly scheduled workday of an employee and they work that day, the employee shall have the option to:

(a) Be paid the applicable overtime rate for all work performed plus their holiday allowance of eight (8) hours straight-time pay, or

(b) Be paid the applicable overtime rate for all work performed and carry over the holiday, to be observed at another time prior to the end of the payroll year. Should the employee not observe the holiday prior to the end of the payroll year, they will receive regular straight-time pay for the holiday during the last pay period of the payroll year. (Amended 7/1/23)

11.7 (a) If a holiday falls on a Saturday, the Company shall observe the holiday on Friday. If a holiday falls on a Sunday, the Company shall observe the holiday on Monday.

(b) If a holiday falls on a Saturday or Sunday, employees regularly scheduled to work that day shall observe the actual holiday rather than the Company observed holiday.

11.8 If an employee takes off any of the days observed by the Company as holidays and is absent without bona fide reason on the work day either immediately preceding or following such day observed by the Company as holiday, they shall not receive holiday pay.

TITLE 12
VACATIONS

12.1 All active employees, except Temporary employees, begin accumulating vacation time upon employment. Vacation time shall be computed from the employee's continuous service date and will be credited bi-weekly.

(a) An employee's continuous service date shall be their most recent date of hire, which may be adjusted subject to the provisions of Title 8.

(b) When an employee's accrual rate changes as stated in 12.2 below, the new accrual rate will be effective at the beginning of the pay period in which the continuous service date falls. (Amended 5/1/87; Effective 1/1/88)

12.2 Full-time employees except Temporary employees earn vacation time as follows and subject to the provisions of Title 20:

Years of Continuous Service	Bi-weekly Accrual Rate	Total Vacation Hours Per Year
1st through 5th year (from 1 day – 60 Months)	3.385	88
6th through 12th year (At the completion of 5 full years, 60 months)	4.923	128
13th through 19th year (At the completion of 12 full years, 144 months)	6.462	168
20th through 26th year (At the completion of 19 full years – 228 months)	8.00	208
27th years or more (At the completion of 26 full years – 312 Months)	9.538	248

12.3 Part-time employees except Temporary employees shall earn vacation time as stated in Section 12.2 but adjusted as follows and subject to the provisions of Title 20.

(a) Vacation time credits shall be prorated as outlined in Section 3.5. (Amended 5/1/87)

12.4 An employee must complete six (6) months of continuous service to be eligible to take vacation. After completion of six (6) months of continuous service, vacation may be taken as earned, subject to operational needs of the Company and by mutual agreement of Company and employee. (Amended 5/1/87)

12.5 Vacation time shall be paid at the straight-time rate of pay. (Amended 5/1/87)

12.6 Vacation requests, which must be pre-approved by the employee's supervisor, should be submitted as far in advance as possible and must be taken in ¼ hour increments. (Amended 7/1/09)

12.7 Earned vacation, which is not used by an employee, may be allowed to accumulate. Such vacation may be carried over from one (1) payroll year to the next following payroll year provided that the carryover vacation does not exceed a maximum amount based on years of continuous service as stated below: (Amended 7/1/23)

Years of Continuous Service	Maximum Carryover Vacation
1st through 5th year (from 1 day- 60 months)	20 days or 160 hours
6th through 12th year (At the completion of 5 full years - 60 months)	30 days or 240 hours
13th through 19th year (At the completion of 12 full years - 144 months)	40 days or 320 hours

20th through 26th year (At the completion of 19 full years - 228 months)	50 days or 400 hours
27 years or more (At the completion of 26 full years – 312 months)	60 days or 480 hours

(a) All vacation carried over from one (1) payroll year to the next following payroll year in excess of the maximum as stated in 12.7 above will be forfeited. However, on an annual basis, an employee is allowed to transfer up to 80 hours in forfeited vacation to their 401(a) or 457 deferred compensation accounts. Once an employee has made their election to a deferred compensation account, those elections are subject to plan guidelines and annual maximum contribution limits as stipulated by the IRS. (Amended 6/12/06) (Amended 7/1/09)

12.8 When an employee is required to carry over a vacation from one (1) payroll year to the next payroll year due to an approved absence from work because of an extended illness or industrial injury, such vacation will be taken at the convenience of the Company and at such time as not to interfere with vacation schedules of other employees. Such vacation will not be subject to forfeiture as stated in 12.7(a). (Amended 1/1/98)

12.9 When an employee's approved scheduled vacation is canceled by the Company due to unforeseen emergency conditions, or an employee foregoes their/her vacation for the convenience of the Company, the employee shall be allowed to reschedule their vacation by mutual agreement between Company and the employee. If such vacation must be carried over to the next following payroll year, it shall not be subject to forfeiture as stated in 12.7(a). (Amended 1/1/98)

12.10 If a holiday is observed by the Company on a workday within an employee's vacation period, the holiday shall not be considered a vacation day. (Amended 5/1/87)

12.11 Company shall not require an employee to take their vacation in lieu of sick leave or leave of absence on account of illness. (Amended 5/1/87)

12.12 Regular, probationary and Provisional employees whose employment with the Company has been terminated for any reason shall receive vacation pay for all accrued vacation time in lieu of any vacation allowance. (Amended 6/11/01)

12.13 Before January of each year, there will be a sign-up in each department so that the employees may designate their choice of vacation periods. The Company shall prepare the annual vacation schedule on the basis of such sign-up, effecting whenever possible the selections of the employees within each classification in the order of Company seniority. (Amended 7/1/09)

(a) If, in accordance with 12.6, an employee has arranged to take their vacation in two (2) or more periods the use of seniority as a factor in securing preferential consideration over other employees shall be limited to one (1) of such periods.

(b) Service employees shall be allowed to include one (1) night shift in their first choice vacation period. (Amended 5/1/87)

12.14 Vacation lists shall be posted on or before January 15 of each year. Scheduled vacation shall be taken as posted unless otherwise agreed to by Company. Any request for changes in scheduled vacation shall be submitted by the employee in writing and subject to written approval by Company. Such request shall include the alternate date(s) proposed by the employee. (Amended 5/1/87) (Amended 7/1/09)

12.15 During each payroll year, the employee may elect to cash out up to 40 hours of unused earned vacation. (Added 7/1/12) An employee wishing to cash out vacation time must complete an irrevocable cash out request in December for cash out during the first pay period of the following July or January. Due to IRS regulations, elections will not carry over.

12.16 Employees may voluntarily and irrevocably donate vacation time to the bargaining unit voluntary leave bank, not to exceed more then fifty percent (50%) of their accrued balance. Donating employees must have a minimum balance of at least forty (40) hours of accrued vacation remaining after the donation.

Employees may donate to the voluntary leave donation bank at any time during the year. Donating leave under 12.16, shall not restrict an employee from electing a cash out under 12.15. Refer to TMWA's Administrative Instruction A-14 Voluntary Leave Transfer Program Directive for more information on the leave donation program.

TITLE 13
SAFETY

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

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

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

13.1 Company shall make reasonable provisions for the safety of employees in the performance of their work. Union shall cooperate in promoting the realization of the responsibility of the individual employee with regard to the prevention of accidents.

13.2 The Company will draft reasonable safety rules for employees and it will be the responsibility of all employees to observe these rules. A copy of the rules will be furnished the Union.

13.3 The Company shall hold not less than eight (8) safety meetings each year at practical points throughout the system. When practicable, such meetings shall be scheduled to permit as many employees as possible to attend. Employees shall be required to attend safety meetings except for good cause. The programs of the safety meetings shall be arranged by the Company and in general will cover material appropriate to each group.

13.4 The Company will promptly notify the Union Business Representative of any accident resulting in death or serious injury to an employee. The Union Business Representative of Local 1245 shall be a member of the Company Accident Prevention Board. (Amended 1/1/98)

13.5 The Company and Union recognize the importance of timely, well documented investigative reports for any serious accident/incident determined to be worth investigating. To this end, the Company and Union agree that a Committee comprised of not more than twelve (12) members of the Bargaining Unit and twelve (12) members of Management will be selected by their respective parties to receive special training from the Safety Department in the appropriate methods of conducting accident investigations -- such training to be provided on Company time at Company expense.

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

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

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

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

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

13.6 A Company Safety Committee shall be established consisting of four represented employees, and at least one non-represented employee and the Safety Officer. The officers of the Committee shall consist of a "chairperson," "vice-chairperson" and "secretary" who shall be selected by vote of the Committee. The four represented members will serve staggered four (4) year terms.

A representative of the following departments will be assigned to the Safety Committee:

1. Distribution Maintenance (one member)
2. Operations (one member)
3. Hydro Generation and Customer Service (one member)
4. MPAT employee (at least one member, not to exceed four (4) this includes the Safety Officer)
5. Rotating Seat to be from one of the areas listed in 1, 2 or 3, or from Facilities/Maintenance (one member)

In establishing said Safety Committee, it is specifically recognized and acknowledged that the employer is obligated to provide to the employees a safe and healthy place of employment and that the operation and/or establishment of the aforementioned committee shall in no way relieve the employer of that obligation. The Company Safety Committee shall develop a Charter listing the committee activities, members responsibilities, meeting times and agendas and the measures of its success. The Safety Committee will make recommendations concerning unsafe working conditions and recommending measures to be taken for correction thereof. Such recommendations shall be in the form of written reports, copies of which will be sent to the appropriate Supervisor or Manager, Safety Officer, Human Resources, and each member of the Safety Committee. Within ten (10) working days from receipt of such recommendations, a written reply from the Safety Officer will be returned to the Chairman of the Committee. The union shall appoint members to the committee from the list above #1, #2, #3, and #5. In the Fall and Spring the members of the Safety Committee will agree on a date and time to conduct inspections of Company's properties, vehicles, equipment, and activities. Members of the committees will have time off with pay for the purpose of making said inspections and shall be reimbursed by Company for expenses incurred therefore. (Amended 6/11/01) (Amended 7/1/09)

13.7 (Deleted 7/1/09)

13.8 If the Company requires any employee to wear steel-toed safety shoes (as defined in ANSI Standard Z.41), the Company will provide the shoes. The employee is then required to wear in the performance of their duties, steel-toed safety shoes recognized as such by ANSI Standard Z.41. (Added 5/1/91)

TITLE 14
UNION ACTIVITY

14.1 The Union will use one-half (½) of the Company's regular bulletin boards and Company shall designate by lettering the portion of the Board reserved for Union use.

14.2 The Company shall not discriminate against an employee because of their membership in the Union or their activity on behalf of the Union, and the Union agrees not to discriminate against any employee because of their non-affiliation with the Union.

14.3 The Union's use of bulletin boards shall be limited to the posting thereon of official notices of meetings and similar matters relating to official Union business, and Union shall not post thereon any matter relating to the solicitation of employees to join Union or the collection of dues, or any matter derogatory to Company.

14.4 At the request of the Union, the Company shall issue a temporary pass, renewable yearly, to any representative of the Union authorizing them to enter any Company property where any employee within the Bargaining Unit is employed.

14.5 (Deleted 7/1/09)

14.6 (a) E-Mail: E-Mail will be made available to the Union for Union communications.

(b) New Employee Orientation: IBEW Business Representative will be allowed to participate in the New Employee Orientation.

TITLE 15
SICK LEAVE

15.1 Sick Leave may be taken in ¼ hour increments for absences due to: 1. The inability of an employee to be present or perform their duties because of personal or family illness or injury; 2. Personal or family medical, dental, vision, preventative screenings or mental health/counseling appointments which are impracticable to schedule outside of regular working hours. Appointments should be scheduled to reduce a minimum the time away from work.

15.2 A regular employee shall, in addition to any accumulated unused sick leave with pay to which they may be entitled as of May 1, 1968, also be entitled to accumulate further unused sick leave with pay at the rate of fifteen (15) sick days per year subsequent to May 1, 1969, and calculated biweekly. An unlimited number of working days of sick leave may be accumulated in this manner, subject to the provisions of Section 20.1. The employee may cash out unused earned sick leave in excess of 700 hours during the last pay period of the payroll calendar year, not to exceed 48 hours that payroll year. (Amended 7/1/23)

15.3 The Company may require satisfactory evidence of an employee's illness or disability before sick leave will be granted. If it is found that the employee is using sick leave for reasons other than a bona fide sickness or disability, said employee shall forfeit all sick leave accumulated up to that date. When an employee determines that they will be unable to report for work, they must notify their Immediate Supervisor's cell phone, or if directed, the cell phone of the Supervisors' designee. These calls must be made a minimum of 30 minutes before the employee's scheduled start time. In the event an employee is unable to determine when they will be able to return to work, they must, on each day of their illness or disability, notify their Supervisor that they will be unable to report for work. When the employee does become aware of the date when they will be capable of returning to work, they must give as much advance notice of this fact as possible to the Supervisor. Lack of notification will result in denial of sick pay benefits. (Amended 7/1/09)

15.4 If a holiday is observed by the Company on a work day within the sick leave period of an employee who is entitled to holidays off with pay, the holiday shall not be charged to the employee's sick leave (see 11.5).

Except as provided in Section 15.4, nothing in the foregoing Title shall be interpreted to entitle the employee to sick leave while on vacation, temporarily laid off by the Company, upon severance of employment, or while receiving industrial compensation.

15.5 If an employee is confined to a hospital during their vacation period, upon request they will be granted sick leave for the period of confinement.

15.6 Unused Sick Leave at Retirement (Added 6/12/06)

Employees who "retire" under the qualified Retirement Plan (minimum age 55 with at least 10 years of service) will convert 100% of unused sick leave over 700 hours at retirement to a Retirement Health Savings (RHS) account.

TITLE 16
SENIORITY

16.1 There shall be two (2) types of seniority, namely, Occupational Group Seniority and Company Seniority. Company Seniority shall be defined as total length of continuous service with the Company as determined in accordance with 3.8. Company Seniority shall be used as the basis for determining such benefits as sick leave, retirement, vacations and protection against demotion and lay-off. Occupational Group Seniority shall be defined as the total length of service in one (1) of the occupational groups shown in Exhibit C attached hereto. Occupational Group Seniority shall be used in determining the preferred bidder within an occupational group and line of progression in the sequence outlined in 16.5. Attached hereto and made a part hereof is Exhibit C, an appendix outlining the "Occupational Groups" and "Lines of Progression" to be used for promotion and demotion. It is understood that the Occupational Groups have no relationship to "departments" as used in prior contracts between the parties nor shall Exhibit C be construed to limit in any way the right of the Company to choose any form of organizational arrangement it prefers.

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

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

(b) An employee who bids or is transferred from one occupational group to another or is transferred out of the Bargaining Unit shall, for a period of 90 days following the date they are awarded their new job in the new occupational group, or out of the Bargaining Unit, will be assumed to be continuing in the occupational group from which they transferred and shall have no seniority in the group to which they transferred. At the end of the 90 day period specified, they shall be credited with 90 days of seniority in the new group, and shall retain in the group from which they bid or was transferred, the seniority they have earned in that group as of the beginning of the 90 day period specified. (Amended 7/1/12)

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

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

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

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

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

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

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

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

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

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

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

(e) Should there be no bids from any employee under (a), (b), (c) or (d), all other bids from any employee in any occupational group, regardless of classification and subject to 16.7 and 16.10, the bidder with the greatest Company seniority shall be awarded the job. Bids from employees who have less than six (6) months of continuous service in the Bargaining Unit classification at the close of the bid shall not be considered as having company seniority. (Amended 6/12/06)

1. Incumbents are defined as those employees hired prior to January 1, 1995 and listed in classifications in Exhibit C in double-lined boxes. Incumbents shall retain their group seniority for bidding purposes subject to provisions listed below. (See updated incumbency list 6/11/01.)

2. All bids to Apprentice classifications shall be considered "E" bids (except those incumbents hired before January 1, 1995 subject to Section 16.5(4).

3. An incumbent will have one (1) opportunity and not more than seventy-two (72) hours to consider and accept or decline a bid using group seniority per 16.5(1), and will then continue to progress in their line of progression in accordance with Section 16.5. Employees who participate in a job shadow will have seventy-two (72) hours from the conclusion of the job shadow to rescind their bid acceptance without penalty.

4. If incumbent in double-lined boxes bids a position within their line of progression at any location but elects to turn down such position or fails to place a bid, he/she will lose the opportunity to use group seniority for that particular position and location. Future bids to that position and location, if posted again, shall be based on Company seniority only. (Added 1/1/95, Amended 6/11/01)

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

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

(c) When a bid cannot be awarded as stated in Section 16.6(a) because there is a tie between more than two (2) bidders for the same job and it is decided that to award the job the tie must be broken, the same process will be used as in 16.6(b) only that after the first person is eliminated, the process will be repeated until there is only enough bidders left to award the position. (Amended 6/11/01)

16.7 (a) Nothing in this Agreement shall be construed as limiting the right of the Company to determine the number of employees required in each classification nor shall it be construed as limiting the right of the Company to determine whether a vacancy shall be filled. Except as provided in Section 16.7(b), awards to jobs posted for bid shall be made in accordance with Section 16.5. However, whenever a vacancy occurs in any job classification, Company may, in its discretion, temporarily fill such vacancy. Any such temporary appointment shall, if practicable, be given to an employee who would be eligible to bid therefore under the seniority and job bidding provisions of this Agreement, subject to the provisions of Sections 16.7(b) and 16.10(a), and the lines of upgrade (Attachment IV Exhibit C (2))).(Amended 7/1/12)

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

1. The quality of the employee's performance on their current job.

2. Their background of education and experience in similar or related work.

3. The amount of special preparation for the new job, if any is necessary or pertinent, which the employee has completed at the time the bid is made.

4. Their previous demonstrations of leadership and progress. When filling a permanent position, upgrade hours need not be considered (Amended 7/1/12)

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

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

the case and their decision shall be final and binding upon the Company, the Union, and the employees involved.

(c) The term "Working Foreman/woman" as used in this Section 16.7 shall be construed to include any of the following: (Amended 6/11/01) (Amended 7/1/12)

Foreman/woman, Working (All Classifications)
Inspector
Senior Customer Services Representative
Senior Facilities and Grounds Maintenance Worker

16.8 (a) An employee changing any classification shall be given a qualifying period. Within the first thirty (30) days of the qualifying period, the employee must determine whether they can meet the requirements of the new classification or elect to return to their former job classification and rate of pay. If the employee elects to exercise the option of returning to their former classification and rate of pay within the thirty (30) day period they will then be ineligible to bid on any position openings for a period of ninety (90) days from the date they return to their former position. The employee may only exercise returning to their former position during the thirty (30) day qualifying period once every three (3) years. After expiration of the above-described 30-day period and up to 180 days after the employee begins work in the new job classification, only the Company and the Joint Apprenticeship Training Committee may determine if the employee is meeting the requirements of the new classification. If within the above-described time period the Company and Committee determine that the employee is not meeting the requirements of the new job classification, then the employee must be returned to their former job classification and rate of pay.

If an employee bids into a position for which they have no experience and is the senior bidder, then they will be given an option to job shadow for up to five (5) working days prior to making a decision to accept the new position.

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

16.9 All bids shall be submitted through the electronic application tracking system used by the Company. If a prospective bidder is unable to access the internet during the bidding period, then they may request via email that Human Resources submit a bid on their behalf. The Company will not consider any bid submitted later than the closing date on the posted bid/job announcement form.

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

(b) Company need not consider the bid of any employee for a posted job vacancy in another occupational group, if the employee has not worked for a minimum of 90 days in their present classification within the occupational group in which they are currently employed. The provisions of Section 16.10(c) are not to be construed as placing any time limitation upon the subsequent advancement of any employee within the line of progression in the occupational group to which they are qualified to bid. (Amended 7/1/12)

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

(d) Company will not consider the bid of any employee for an apprenticeship who has not met the requirements of the Joint Apprenticeship Training Committee. (Added 5/1/83)

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

16.11 (Deleted 5/1/82)

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

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

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

TITLE 17
EXPENSES

17.1 (a) Upon mutual agreement between the Company and the employee, the employee may provide their own regular meals on an out-of-town work assignment as outlined in Section 17.8(a) and be reimbursed by the Company the meals for which the employee qualified during each day of the assignment. The reimbursed price will be the base cost of the appropriate meal as outlined in 17.1, excluding tax and tip. (Added 5/1/86)(Amended 7/1/12)

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

Definitions

"Normal Meal Practice":

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

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

Dinner: From one and one half (1.5) hours after the time corresponding to an employee's regular quitting time on regular work days to two and one half (2.5) hours after this quitting time.

(Amended 7/1/12)

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

"Adequate Meal":

1. Beginning on January 16, 2023, all earned meals will be credited at $40.58 per meal (Attachment I, Exhibit "B"). Credit will appear on the paycheck following the pay period in which the meal was earned. This dollar amount will be adjusted annually pursuant to the CPI Index identified as the "Food Away From Home" for the preceding calendar year.

2. Each earned meal will be compensated for 45 minutes at the appropriate overtime rate so long as the meal is not consumed on company time. Missed meal consumption time will not be included as time worked to qualify for an additional meal period. (Amended 7/1/23)

3. An employee taking an earned meal at the conclusion of their work must return company vehicle to the employee's regular reporting place and sign off prior to consuming the earned meal. (Added 7/1/12)

4. (Deleted 7/1/12)

"Time Necessary to Consume":

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

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

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

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

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

(c) Qualifying time for the next meal period shall begin upon completion of previous meal. (Added 7/1/12)

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

17.4 (a) On prearranged overtime assignments, Company will provide breakfast if such work begins prior to two (2) hours before the time corresponding to the employee's regular starting time on workdays and non-work days. If such work begins two (2) hours or less before the time corresponding to the employee's regular starting time on a work day or a non-work day the normal meal practice relating to work days shall prevail. If such work continues, Company will furnish meals in accordance with Section 17.2 for the duration of the assignment. (Amended 5/1/81)

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

17.5 It shall be the obligation of Company to provide meal time to any employee whose normal meal practices, as herein defined, are disrupted. These meal times shall be given as nearly as possible, to the normal time for eating regular meals.

17.6 If an employee is called out during a period defined in the "Normal Meal Practice" but actually reports to work after the "Normal Meal Practice" period, the employee shall be credited the eamed meal amount pursuant to Section 17.1. Such employee will not be eligible for 45 minutes to consume said meal. (Amended 7/1/12)

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

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

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

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

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

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

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

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

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

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

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

1. Travel to the project at the beginning of the employee's assignment and from the project at the end of the employee's assignment.

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

Employees will be required to report for work at the established starting time and at the temporary-reporting place designated by Company. It is understood that the temporary reporting place designated by Company may change from time to time due to changes in Company's operational requirements. Such changes shall occur at Company's option.

Employees receiving the subsistence allowance in accordance with the foregoing provisions shall report for work on the first scheduled work day of the work week, at the established starting time, at the temporary reporting place designated by Company.

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

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

No out-of-town premium shall be applicable for one (1) night out-of-town assignments. When out-of-town premium is applicable to time worked at the overtime rate of pay, the overtime rate shall be applied to the out-of-town work premium.

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

17.9 If on their non-work days any such employees remain at such designated places, their expenses for board and lodging on such days shall be paid by Company, but if they go elsewhere for their personal convenience Company shall not reimburse them for any expense they incur thereby. If any such employees return to their homes on their non-work days, Company at its option shall (1) allow them the equivalent of any saving it realizes in their board and lodging costs, or (2) reimburse them for the

expenses of round-trip transportation by public carrier, or (3) provide round-trip transportation by Company vehicle, if such travel is at Company's request. In the event that any such employees board and lodge at a Company boarding house, the allowance which may be made by reason of the saving in board and lodging cost will be based on the established charge to employees who regularly board and lodge at such boarding houses.

17.10 An employee who is required to change their residence from one (1) locality to another for the Company's convenience, shall be eligible for authorized relocation expenses (Company reserves the right to select approved expenses) consistent with the current Company policy/procedure if the employee's place of residence is at least 50 miles from their new headquarters. This benefit does not apply if the move results from an employee exercising their rights under Title 16, except when there is only one qualified bidder for a journeyman or above job, qualified moving expenses, not to exceed $2,000 with a limit on availability to said bidder once every five years, will be available. (Amended 1/1/98)

17.11 (Deleted 5/1/91)

17.12 Insofar as possible, the Company will give at least one (1) day's notice to an employee who is to be sent out of town for work in order that the employee may have time to prepare for the trip. The cost of Company provided meals for which the employee qualifies during each day of such assignments shall not exceed the aggregate of the meal allowances specified in Section 17.1 for such meals.

17.13 On optional or voluntary training related travel out of the Company's service territory, the following shall apply:

- Company to reimburse for actual expenses.
- Out-of-town premium will not be in effect.
- No overtime will be paid; however, Company Management to be sympathetic to travel connections and delays. (Added 1/1/98)

TITLE 18
APPRENTICESHIP

18.1 (a) A committee, known as the Joint Apprenticeship Training Committee (JATC), shall be established for the purpose of working out apprenticeship problems.

(b) The JATC shall be comprised of at least two (2) members appointed by the Company and at least two (2) members appointed by the Union. (Amended 7/1/23)

(c) The JATC members shall serve from the date of their appointment until their successors are duly selected.

(d) In addition to the two (2) Company Representatives, the Company can elect a Chairperson who shall remain a non-voting member of the Committee. In addition to the Union Representatives, the Union Business Representative shall remain a non-voting member. (Amended 7/1/09)

(e) The chairperson will be responsible for an agenda of, and presiding over, scheduled meetings. The secretary shall record the minutes of each meeting and distribute them to all appropriate persons.

(f) JATC meetings shall be held quarterly or as designated by the Chairperson. (Amended 5/1/82) (Amended 7/1/09)

18.2 The JATC shall have the responsibility for developing new apprenticeship programs, amending existing apprenticeship programs, and investigating problems related to such areas as entrance requirements, standards of progress, methods of testing and scoring, apprenticeship working conditions, and procedures for removal or freezing when apprentices fail to meet established requirements. (Amended 5/1/82)

18.3 The Company shall not be liable for lost time or expenses of the Union appointed members of the JATC.

18.4 Any programs or plans which may be agreed upon by the JATC with reference to items listed in 18.2 shall be reduced to writing and upon approval and acceptance by the General Manager of the Company or designee and the Business Manager of the Union or their designee, such supplemental agreements shall constitute an amendment to this Agreement as of the date specified in such supplementary agreement. (Amended 6/11/01)

18.5 (Deleted 6/11/01)

18.6 When an apprentice in any formalized Apprenticeship Training Program has completed six (6) months at the top step of their apprentice wage progression and has successfully met all requirements for advancement to Journeyman status, they shall automatically be reclassified to the classification and wage rate of a Journeyman within the Department in which their apprenticeship has been served, and the Company shall not be required to post a Journeyman vacancy. When an apprentice has reached the top step of their wage progression and has successfully met all requirements for advancement to Journeyman status, they may be, at Company's discretion, reclassified to the classification and wage rate of Journeyman within the Department in which their apprenticeship has been served, and the Company shall not be required to post a Journeyman vacancy. (Amended 5/1/81)

18.7 All apprenticeship job vacancies will be filled in accordance with the provisions of Section 16.10 of this Agreement. (Added 5/1/83)

18.8 From the date an apprentice voluntarily drops out of an apprenticeship, they shall not be eligible to bid another apprenticeship for a two (2) year period. (Added 7/1/09)

18.9 If an employee desires to attempt more than two (2) apprenticeships, they must appeal the JATC for an attempt at an additional apprenticeship if they failed (washed out) of one (1) of their two (2) prior apprenticeships. When there is an absent member from either party, that party may elect to proxy vote their absent member.

TITLE 19
MISCELLANEOUS

19.1 No employee shall be required to be "on call." An employee placed on standby duty shall be considered working and shall receive pay as such. Provisions to this section do not apply to the Emergency Response Program (Attachment VIII). (Amended 1/1/98)

19.2 (Deleted 5/1/80)

19.3 The Company does not plan to contract work it normally does and agrees that in no case will it lay off employees as the result of work contracted. The Company has the right to enter in contracts. The Company will review on a quarterly basis, in the labor management committee, the status of the outside contracts. (Amended 1/1/98)

19.4 Company shall not, by reason of the execution of this Agreement, abrogate or reduce the scope of any present plan or rule beneficial to employees, which is not specifically covered by this Agreement.

19.5 Job descriptions are not intended to be so restrictive as to prohibit performance of work not specifically mentioned in the job descriptions themselves. Such work assignments shall be in accordance with Section 4.3 of the Agreement.

19.6 Nothing herein contained shall be construed as to limit the right of the Company to determine the character, extent and methods of its operations, the amount of production, the number of employees required in total and in the specific classifications of work.

19.7 The Company will furnish for use by employees all special tools it deems necessary that may be required by any classification in the performance of the job therein. The Company will replace all personal hand tools, as normally purchased by the Company, which are worn out in the service of the Company and are turned in to the Company for replacement.

(a) A monetary allotment of $250.00 shall be paid annually on the first pay period of July each year for boots to employees in Maintenance, Production, Building & Grounds, and Hydro Generation occupational groups.

19.8 If any part or portion of this contract is determined to be invalid or be superseded by either state or Federal law, by a court of competent jurisdiction, the remaining portions of the contract shall, remain in full force and effect. If the invalid or superseded part is a mandatory subject of collective bargaining under NRS 288.150 (in effect as of the date of this Agreement), the Company and the Union agree to meet within 60 days following such determination to negotiate the invalid or superseded provision.

19.9 To facilitate and promote effective communication, cooperation, and early resolution of disputes and issues, the Company and Union agree to form a Labor Management Committee (LMC). The LMC is intended to facilitate communication between the Company and the bargaining unit employees by providing a forum for discussion and collaborative problem-solving relating to:

(a) Matters arising from the provisions of this Agreement
(b) Administration of this Agreement
(c) Exchanging general information of interest to the parties
(d) Items which affect the working conditions of employees

The LMC shall be comprised of up to four (4) management employees appointed by the Company and up to four (4) bargaining unit employees appointed by the Union. Attendance by bargaining unit employees at LMC meetings shall be without loss of pay, but no employee shall be eligible for any overtime pay for their participation on the LMC. Employees shall not be compensated for off-duty attendance at LMC meetings.

The LMC shall meet monthly unless otherwise agreed to by the Company and Union. LMC meetings may, if agreed to by the Company and the Union, be attended by non-committee member employees. Two days prior to each scheduled meeting, the Company and the Union Business Representative agree to provide the other party with agenda items. If there are no agenda items, then the meeting may be canceled. The Company shall prepare notes of each meeting, which may be published by the Company in the form of a "Brief" on the Company intranet after they are approved by the Union Business Representative.

LMC members may make recommendations, however, the LMC shall have no independent authority to implement or amend policies, rules, procedures or practices. LMC member recommendations shall be referred to the appropriate Company management employee and a response shall be provided at a subsequent meeting. Recommendations related to matters of mandatory collective bargaining, or provisions or administration of this Agreement must be referred to the appropriate Company management employee and the Union Business Representative.

The LMC may not supersede any processes, rights or obligations otherwise provided by this Agreement. No discussion or consideration of any item before the LMC shall be deemed as a limitation on the Company's or Union's rights under this Agreement. LMC meetings shall not bypass the grievance procedure or be used to discuss grievances and shall not be considered negotiation sessions for the purposes of collective bargaining.

19.10 The Company and Union recognize that the use of "Smart Phone" technology in the workplace can potentially enhance productivity and be of benefit to both the employee and the company. Because of this, the company is authorizing a voluntary allowance provided on a monthly basis of $75.00 for employees who maintain a "Smart Phone." The company will determine classifications that are authorized to receive this special "Smart Phone" allowance. (Added 7/1/12)

19.11 Severance benefits shall be provided pursuant to the Company's Bargaining Unit Employees Severance Pay Plan, which became effective January 1, 1995, for employees laid off through the application of Title 23. (Added 1/1/95; Amended 6/11/01).

Bargaining Unit Employees Severance Pay Plan

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

(See 19.10 (d), Severance Program Flow Chart.)

(a) NOTIFICATION OF INDIVIDUALS: Company will notify Union and employees affected as soon as possible.

(b) PLACEMENT: Company and Union will work to place Affected Employees in available positions for which they are qualified:

1. Volunteers will be requested and selected by Company seniority. If there are no volunteers, reverse seniority will be used to select Affected Employees for severance program.

2. Affected Employee(s) may be offered a comparable position [defined as the same headquarters location (i.e., Reno/Sparks will be considered one location) and same wage (i.e., comparable or higher wage if qualified)]. The Affected Employee will have five (5) working days to notify the Company of their decision. If the Affected Employee accepts the position, it will be awarded to them at the appropriate wage rate. If the Affected Employee refuses the position, he/she will be terminated with no severance. (Amended 6/11/01)

3. An Affected Employee offered non-comparable position (defined as requiring relocation of greater than a 35-mile radius and/or wage reduction):

   (a) The Affected Employee will have five (5) days to notify the Company of their decision to accept the offer at the appropriate wage rate.

   (b) If an Affected Employee accepts and is awarded the position, he/she will be eligible for retraining, if required, and up to $2000 relocation expense.

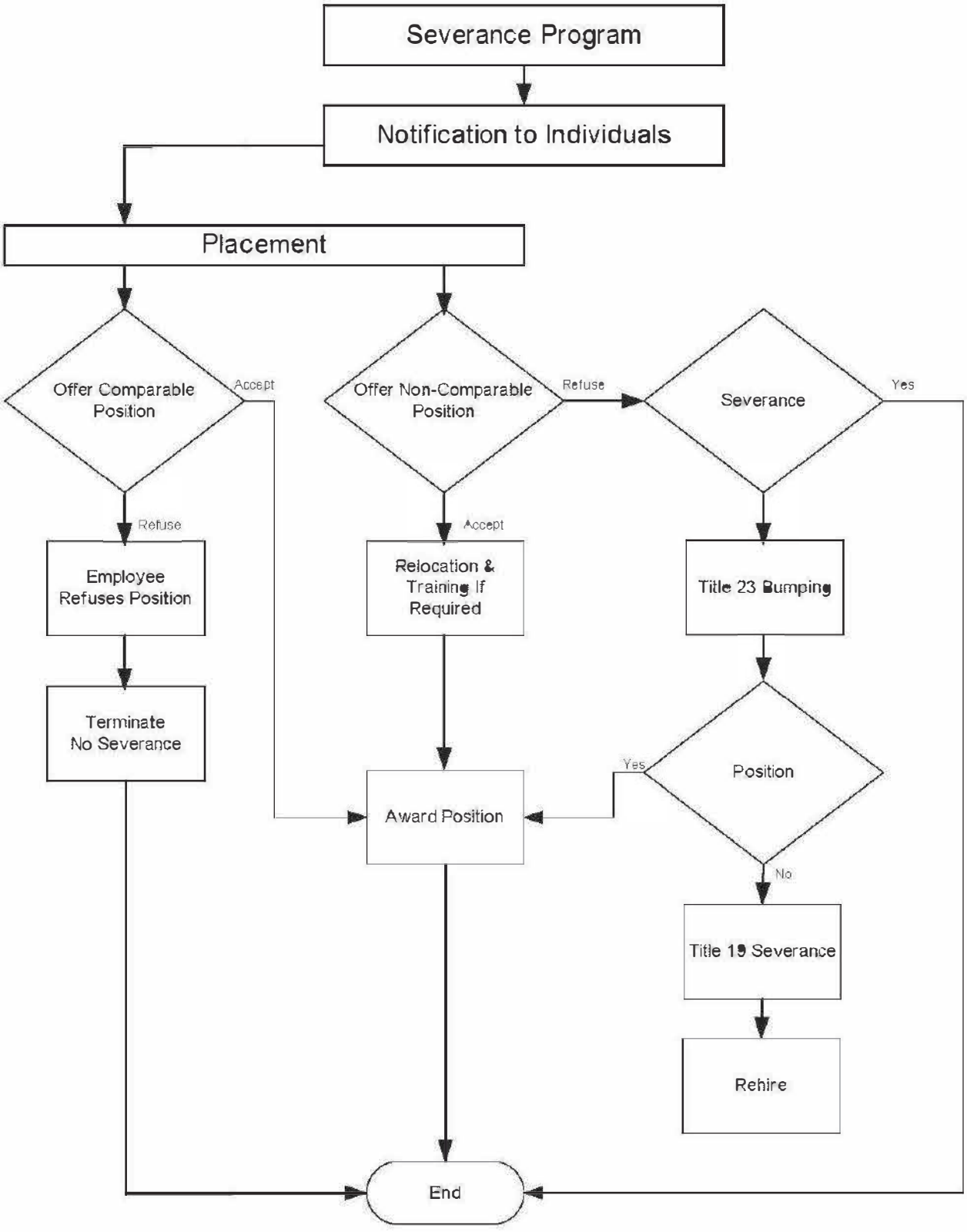
   (c) If an Affected Employee declines, he/she will be eligible for:

      1. Severance defined as:

         - Two (2) weeks of pay for each year of service, with a maximum of 52 weeks
         - A lump sum payment of $4,500 for training or outplacement services
         - Six (6) months of Company-paid COBRA

(c) If an Affected Employee declines Severance, they will be eligible for consideration under Title 23, Demotion and Layoff Procedure (bumping).

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



Severance Plan Flow Chart 19.10 (d)

TITLE 20
SUPPLEMENTAL BENEFITS FOR INDUSTRIAL INJURY

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

TITLE 21
GRIEVANCE PROCEDURE

21.1 A grievance is defined as a dispute or difference of opinion between the Union and Company, regarding the meaning, interpretation, or application of any of the terms of this Agreement. All grievances, including those involving discharge, demotion, or discipline of an individual employee, as well as issues as to whether a dispute is a proper subject for the grievance procedure, shall be determined by the following procedure:

21.2 Step One - Supervisor: The initial step in the adjustment of a grievance shall be a discussion between the grievant or the Shop Steward and the grievant's first-level supervisor, who will answer within ten (10) calendar days. This step shall be started within thirty (30) calendar days of the date of the action complained of, or the date the grievant should have reasonably been made aware of the incident which is the basis for the grievance.

21.3 Step Two – Department Head: If the grievance is not resolved in the first step, the second step shall be presentation of the grievance in writing by the grievant, the Shop Steward, or the Union's Business Representative to the appropriate Department Head who oversees the grievant, who shall answer in writing within ten (10) calendar days. The second step shall be started within ten (10) calendar days of the date of the answer in step one. The written presentation of the grievance shall include a clear, concise statement of the grievance, the circumstances involved, the pertinent dates, the decision rendered at the previous step, the identity of the grievant(s), the section(s) of the Agreement alleged to be violated, and the remedy sought. For grievances involving the discharge, discipline, or demotion of an individual employee, where a specific section of the Agreement cannot be identified, the written grievance should identify the policy, rule, or procedure at issue. In cases involving employee demotion, suspension, or termination the information provided by the employee, verbally and in writing, will be considered in resolving the grievance.

21.4 Step Three – Human Resources: If the grievance is not resolved in the second step, the third step shall be the presentation of the grievance in writing by the grievant, the Shop Steward, or the Union's Business Representative to the Company's Human Resources Director, or their designee, who shall answer in writing within ten (10) calendar days. The second step shall be started within ten (10) calendar days of the date of the answer in step two. The written presentation of the grievance shall include a clear, concise statement of the grievance, the circumstances involved, the pertinent dates, the decision rendered at the previous step, the identity of the grievant(s), the section(s) of the Agreement alleged to be violated, and the remedy sought. For grievances involving the discharge, discipline, or demotion of an individual employee, where a specific section of the Agreement cannot be identified, the written grievance should identify the policy, rule, or procedure at issue. In cases involving employee demotion, suspension, or termination, the information provided by the employee, verbally and in writing, will be considered in resolving the grievance.

21.5 Step Four – Joint Grievance Committee: If the grievance is not resolved in the third step, the fourth step shall be the presentation of the grievance in writing by the grievant, the Shop Steward, or the Union's Business Representative to the Human Resources Director, or their designee, for review by a Joint Grievance Committee. The fourth step shall be started within ten (10) calendar days of the date of the

answer in step three. The written presentation of the grievance shall include a clear, concise statement of the grievance, the circumstances involved, the pertinent dates, the decision rendered at previous steps, the identity of the grievant(s), the section(s) of the Agreement alleged to be violated, and the remedy sought. For grievances involving the discharge, discipline, or demotion of an individual employee, where a specific section of the Agreement cannot be identified, the written grievance should identify the policy, rule, or procedure in question. In cases involving employee demotion, suspension, or termination, the information provided by the employee, verbally and in writing, will be considered in resolving the grievance. The Joint Grievance Committee shall be comprised of a Union Representative, appointed by the Union and a representative of the Company who were not involved in any of the preceding grievance steps. The Company representative shall not directly supervise any party involved in the grievance steps. The Company representative shall not directly supervise any party involved in the grievance. This committee shall meet within thirty (30) calendar days after the grievance is referred to the Committee, and shall endeavor to make a decision based on the record referred to it. The Joint Grievance Committee may, at its discretion conduct an investigation and or meet with parties or witnesses deemed necessary by the Committee in order to consider and reach a decision. The Joint Grievance Committee shall be authorized to make a decision, which shall be final and binding on the grievant, the union and the Company when members agree on the disposition of a grievance and remedy sought. If members agree on the disposition of a grievance and remedy sought, a statement to that effect shall be signed by the members. When agreement is not reached a statement to that effect shall be signed by the members.

21.6 Step Five: If a grievance is not resolved in the fourth step, the fifth step shall be referral by the Union to arbitration with notification to the Director of Human Resources in writing. The fifth step shall be started within twenty (20) calendar days of the answer in Step Four.

(a) A single arbitrator shall be selected by mutual agreement from a panel of impartial arbitrators, or if such agreement is not reached, by alternatively striking names from a list of five (5) arbitrators submitted by the Federal Mediation and Conciliation Services (FMCS). The arbitrator shall be so selected within twenty (20) calendar days from the date of receiving the list of arbitrators from the Federal Mediation and Conciliation Services (FMCS). The arbitrator's compensation and expenses shall be borne equally by the Company and the Union. The Company and the Union shall pay the compensation and expenses of their respective appointees and witnesses. At Union's request and expense, the Company shall release from duty to participate in arbitration proceedings employees necessary to the adjudication process.

(b) The arbitrator shall hold such hearings and shall consider such evidence as to the arbitrator appears necessary and proper. The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue in the grievance. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this agreement. The decision of the arbitrator shall be final and binding on the Company, the Union, and the grievant.

21.7 Any grievance not answered by TMWA within the time limits specified in each step shall constitute a proper denial of the grievance on the date the answer was due, and the grievant, the Shop Steward, or the Union's Business Representative may immediately present the grievance to the next step or forego further processing of the grievance. The time limits at any step may be extended by mutual written agreement of the grievant, the Shop Steward, or the Union's Business Representative and TMWA.

21.8 The grievant, the Shop Steward or the Union's Business Representative and the Director of Human Resources may mutually agree in writing to skip a step or steps of the grievance procedure for a particular grievance. Employee terminations will automatically begin at Step Three of the grievance procedure and shall be presented in writing as described in Step 3 within ten (10) calendar days of the termination effective date.

21.9 Discussions between the grievant, the Shop Steward and the Supervisor, Department Head and the Director of Human Resources to resolve a grievance may be conducted during working hours but shall be at such time and place as to not interfere with other work in progress.

21.10 Neither the grievant nor the Union shall interfere with the right of the Company to proceed in carrying out its management responsibilities subject to a final decision on the grievance. In the event the grievance involved an order, requirement or other directive, the grievant shall fulfill or carry out such order, requirement or directives pending the final decision on the grievance.

21.11 Notwithstanding the aforementioned procedure, any individual employee shall have the right to present grievances to the Company and to have such grievance adjusted without the intervention of the Union, provided, however, that the adjustment shall not be inconsistent with this Agreement, and provided further, that the Union's Business Representative shall be given an opportunity to be present at such adjustment. Grievances settled by individual employees without representation by Union officials shall not bind either party to an interpretation of this Agreement.

21.12 The disqualification of a preferred bidder as provided in Section 16.5 to a job classification listed in Exhibit C by reason of Company application of Section 16.10 shall be referred to Step Three of the grievance procedure. The affected employee, the Shop Steward, or the Union's Business Representative, shall within fourteen (14) calendar days of the bid award, present their grievance to the Director of Human Resources. If no notification is made, the award shall be made permanent.

TITLE 22
EMPLOYEE BENEFIT PROGRAMS

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

Except in the event of the election of a different funding medium by the Company, if any Benefit Plan is terminated or modified in such a manner that the benefits are reduced, the Union or Company shall have the right to open negotiations for the purpose of negotiating a replacement plan or program but for no other purpose. (Amended 7/1/09)

22.1 Retirement

(a) The retirement system for all Regular employees shall be the Public Employee Retirement System of Nevada (PERS) in accordance with applicable provisions of NRS.

(b) The Retirement rate of compensation will be in accordance with NRS Ch. 286.

(c) Effective July 1, 2017, Nevada PERS rate increases or decreases shall be split equally between the Company and the employee. The Wage Schedule and the wage of each employee shall be automatically decreased by one-half of any PERS increase and increased by one-half of any PERS rate decrease.

22.2 Post Retirement Medical

The Company has established two separate trusts to assist retirees of TMWA with the payment of premiums for post-retirement medical and group life insurance. The first trust is referred to as "The Truckee Meadows Water Authority Post-Retirement Medical Plan & Trust," and was established as a Voluntary Employees' Benefit Association under Section 501(c)(9) of the Internal Revenue Code of 1986, as amended (Code), and is referred to herein as the VEBA Trust. The second trust is referred to as the "Truckee Meadows Water Authority OPEB Trust Fund," and was established under Code Section 115, and is referred to herein as the 115 Trust.

The following is provided for informational purposes only and should not be interpreted as amending or modifying the terms of the VEBA Trust or the 115 Trust, the post-retirement benefits stated therein, or the Company's obligations under the Trusts. If information provided in their Title 22.2 contradicts or conflicts with the terms of the Trusts, or any amendments thereto, then the terms of the Trust are to control.

1. VEBA Trust Benefit: The VEBA Trust has been established to provide retirees and their dependents with benefits to assist with the payment of premiums for post-retirement medical coverage and post-retirement group life insurance coverage. The benefits payable to participants under the VEBA Trust will vary depending on whether the participant is classified as an "IBEW Transfer Employee," "IBEW Transfer Employee Receiving Sierra Plan Benefits," or "Other IBEW Employees." Bargaining Unit employees entitled to receive benefits under the 115 Trust described in Section Two below are not eligible to receive benefits under the VEBA Trust.

   (a) Employees who "retire" under the qualified Retirement Plan (minimum age 55 with at least 10 years of service), are eligible for Post Retirement Medical benefits. For Post Retirement Medical Plan provisions, refer to the Truckee Meadows Water Authority Post-Retirement Medical Plan & Trust. (Amended 6/12/06)

   (b) Employees retiring on or after July 1, 1998, who are under age 65, will pay 20% of the applicable Medical Plan premium (including Dental and Vision); plus an additional 4% of the applicable Medical Plan premium (including Dental and Vision) for each year less than 20 full years of Credited Service.

   (c) Employees retiring on or after January 1, 1998, who are age 65 or over, or who subsequently become age 65, will be offered the same HMO group policies or plans offered by the Company that provide medical, dental, or vision coverage to as active Bargaining Unit employees, a Medicare Supplement Plan (plan design to be determined and mutually agreed upon in the Joint Wages and Benefits Committee), and a Medicare Risk Contract.

   (d) Employees retiring on or after July 1, 1998, who are age 65 or over, will pay 15% of the applicable Medical Plan premium (including Dental and Vision); plus an additional 4% of the applicable Medical Plan premium (including Dental and Vision) for each year less than 20 full years of Credited Service. If a retiree elects to participate in a Medicare Risk Contract, the 15% premium will be waived; any additional premium for years of Credited Service less than 20 shall apply. In additional, retirees age 65 or over are required to enroll in and pay the cost of Medicare Part "B" or Medicare Part "C".

   (e) Legacy Note: Employees who are age 60 or greater with at least 10 years of service as of July 1, 1998, will not be required to pay 20% (or 15% if over age 65) of the applicable premium at the time they retire, but will be required to pay 4% for each year less than 20 full years of Credited Service. For example, an employee who turns 60 on May 1, 1998, but chooses to retire May 1, 2001, when they have 20 years of service, will not be required to pay 20% of their applicable Medical Plan premium.

   (f) Retirees may choose to waive their medical coverage at the time of retirement or any time thereafter. Waiver is permanent.

   (g) Retirees may change plans once each year during an annual open enrollment period without pre-existing exclusions. Retirees can change their coverage level (retiree only; retiree plus spouse; etc.) if they incur a family status change within the plan year.

   (h) Medical Plan premiums will be actuarially determined each plan year. Retirees will be rated separately from active employees for self-funded plans.

   (i) Unless the parties design a more mutually acceptable plan, all new employees hired on or after January 1, 1998, will receive an individual account balance for post retirement medical equivalent to $1,250 per year of Credited Service at the time they retire. Details of plan design and administration will be deferred to Joint Wages and Benefits Committee prior to any employee first becoming eligible. The Company agrees to review current plan and determine if improvements can be made to plan. (Amended 7/1/12)

2. Former Washoe County Employees Benefit: Their Section applies only to former Washoe County employees who became Company employees through the January 1, 2015 merger of Washoe County Community Services Department Water Utility with and into the Company.

(a) The 115 Trust has been established to provide the means to fund all or a portion of premiums for post-retirement medical coverage to the above-referenced former Washoe County employees. The benefits payable to participants under the 115 Trust will vary depending on whether the participant is classified as a "Tier 1 Retiree" (hired by Washoe County on or before September 16, 1997) or a "Tier II Retiree" (hired by Washoe County after September 16, 1997 and before July 1, 2012).

(b) Benefits for Tier I Retirees: The maximum benefits to be paid by the 115 Trust to Tier I Retirees shall be as follows:

(1) For Tier I Retirees with at least ten (10), but less than fifteen (15), years of combined full-time employment with Washoe County and the Company, the maximum benefits payable by the 115 Trust will be 50% of the premium attributable for coverage of such retirees under the medical plans offered to Tier I Retirees under the 115 Trust.

(2) For Tier I Retirees with at least fifteen (15), but less than twenty (20), years of combined full-time employment with Washoe County and the Company, the maximum benefits payable by the 115 Trust will be 75% of the premium attributable to medical coverage of such retirees under the medical plans offered to Tier I Retirees under the 115 Trust.

(3) For Tier I Retirees with twenty (20) or more years of combined full-time employment with Washoe County and the Company, the maximum benefits payable by the 115 Trust will be 100% of the premium attributable to medical care coverage of such retirees under the medical plans offered to Tier I Retirees under the 115 Trust.

(c) Benefits for Tier II Retirees: The maximum benefits to be paid by the 115 Trust to Tier II Retires less than 65 years of age is to be the same amount of the premium paid for group health coverage by an employer for coverage of non-state employees under the Nevada State Public Employee Benefit Plan ("PEBP") Retiree Health Insurance plan.

(1) By way of background, the 2003 Nevada Legislature passed legislation (AB286) that afforded public employees of Nevada political subdivisions the opportunity to enroll, upon their retirement, in the PEBP Retiree Health Insurance Plan. The 2003 legislation also obligated public employers of said retirees who enrolled in the Plan to pay a portion of the medical premium on the retiree's behalf (the "Subsidy"). Tier II Retirees are entitled to receive their Subsidy from the 115 Trust for use towards their coverage under the medical plans offered under the 115 Trust rather than the PEBP Retiree Health Insurance Plan.

(2) Tier II Retirees who have attained the Medicare Eligibility Age (currently age 65) or older will receive the equivalent of the state of Nevada's Medicare Exchange Retiree HRA contribution subsidy based upon the combined number of years of service with Washoe County and the Company and must elect Medicare coverage. At that time, Medicare then becomes the primary carrier, and the medical plans offered under the 115 Trust are to become secondary. If the Medicare Eligibility Age is revised, the revised age is to be substituted for the current Medicare Eligibility Age of 65. To receive the benefits described in their paragraph, Tier II Retirees must be employees of the Company immediately prior to drawing their retirement benefits.

NOTE: The PEBP non-state retiree subsidy and Medicare Exchange Retiree HRA Contribution subsidy amounts are revised annually by the state of

Nevada. If these benefits are discontinued by the state of Nevada, then Tier II Retirees shall continue to receive the same premium amount that they were entitled to receive during the last year that these benefits remained in effect.

3. Board Resolution Regarding Post-Retirement Healthcare Benefits

Effective December 13, 2018, the TMWA Board adopted a resolution (Resolution No. 270), which closed participation in the §501-c-9 Post Retirement Medical Plan and Trust (PRMPT). Resolution No. 270 closed participation in the Post Retirement Medical and Life Insurance Plan benefit to new and future employees employed at TMWA after December 13, 2018. Such modification also applies to employees covered under the CBA. No employees hired prior to December 13, 2018, will be affected. (Amended 7/1/23)

22.3 Deferred Compensation (457 and 401(a) Plans)

(a) The Section 457 and 401(a) Deferred Compensation Program for Bargaining Unit Employees of Truckee Meadows Water Authority is provided by the ICMA Retirement Corporation and are the Plans in effect during the term of this Contract. For more detailed information regarding the Plans, refer to the Plan Document distributed by the Plan. (Amended 6/12/06)

(b) The Company will pay the normal administrative fee for all plan participants.

(c) The maximum employee contribution is defined by Federal law.

(d) For fiscal year 2009-2010, the Company will provide a match of one dollar ($1.00) for each dollar of employee contributions up to three (3) percent of the following total earnings: (amended 6/11/03) (Amended 7/1/09)

Effective July 1, 2010, the Company will provide a match of one dollar ($1.00) for each dollar of employee contributions up to the TMWA Board of Directors approved percent adopted in Resolution No. 6 dated May 9, 2001, and applied on the following total earnings: (Amended 7/1/09)

- Base Pay
- Incentive compensation
- Out-of-Town
- Upgrade
- Shift Premium
- Overtime
- Rest Period
- Pager Pay
- Any other cash earnings

(e) The investment options shall be those made available through the TMWA's Deferred Compensation Provider.

(f) Changes to allocations, payroll deductions, etc., and transfers among funds can be done at any time.

(g) Plan withdrawal is defined by Federal law.

(h) (Deleted 6/12/06)

22.4 Medical, Dental, and Vision

(a) The Medical, Dental and Vision Plan for Bargaining Unit Employees of Truckee Meadows Water Authority shall be those provided to regular employees of the City of Reno. For more detailed information regarding the Medical Plans refer to the Summary Plan Descriptions.

(b) An Internal Revenue Service Section 125 is established to allow pre-tax premium contributions.

(c) The Medical Plan provides the following three (3) options:

1. A preferred provider plan

2. A health maintenance plan

3. No coverage, contingent upon proof of other insurance

(d) Elections of medical plan options will be made each year during a switch enrollment period. The election remains in effect for the entire Plan year, unless employee incurs a "Family Status Change" as defined by Internal Revenue Code Section 125.

(e) The rate structure for the Medical Plan options shall consist of four-tiers: employee only; employee and spouse/domestic partner; employee and child or children; and, employee and family (with spouse or domestic partner). Employee contributions will be made bi-weekly on a pre-tax basis.

(f) The Company will pay one hundred (100) percent of the premium for the employee only coverage premium.

(g) The Company will pay fifty-five (55) percent of the dependent coverage premium. Employees working less than a full-time work schedule will be required to pay a prorated premium for the employee only and dependent coverage categories based on the regular hours scheduled.

(h) The rates and the level of benefits will be determined by the City of Reno.

22.5 Group Life Insurance

(a) All regular, full-time, Bargaining Unit employees shall have Group Life Insurance coverage with a basic benefit level of one (1) times base salary. Employees who "retire" under the Nevada PERS retirement system will continue with the amount in force at retirement until age 70 at which time it reduces to one-half of the amount. At age 75, it reduces to $2,000.

(b) The Company will provide Bargaining Unit employees the opportunity to purchase optional life insurance at employee cost. This will be in the form of group term life subject to any underwriting restrictions imposed by the insurance carrier. Employee contributions will be made bi-weekly on a post-tax basis.

22.6 (Deleted 6/11/01)

22.7 Long-Term Disability Income Plan

(a) The Company will provide Bargaining Unit employees with the long-term disability insurance at company cost.

(b) Coverage amount is equal to sixty-six and two-thirds (66-2/3) percent of the individual's pre-disability monthly base wage up to age sixty-five (65) in accordance with the terms of the long term disability policy.

(c) The "own occupation" disability period is twenty-four (24) months.

(d) Maximum benefit amount is $5,000/month.

22.8 Benefits for Part-Time Employees

(a) The following provisions apply to part-time employees hired on or after January 1, 1995, and to part-time employees who assume full-time status and subsequently revert to part time on or after January 1, 1995, and to full-time employees who become part-time on or after January 1, 1995.

1. Allowance for vacation, sick leave, holidays and other nonproductive time will be prorated as described in Title 3.5(a).

2. To participate in the benefits programs, employees must work a minimum of 20 hours per week.

3. All welfare benefits will have the appropriate premium allocation between Company and the employee based on the following formula:

   (i) Twenty (20) hours per week = one-half (1/2) time.

   (ii) More than twenty (20) but less than thirty-one (31) hours per week = three-quarter (3/4) time.

   (iii) Thirty-one (31) or more hours per week = full time.

22.9 Joint Benefits Committee

(a) A Joint Benefits Committee was established as of January 1, 1995, for the purpose of reviewing Medical, Benefit and Dependent Care costs, issues and trends and to make non-binding recommendations for improving savings and enhancing Medical, Benefit and Dependent Care Programs/Policies and to assist employees in dealing with Child/Elder Care issues. The Joint Benefits Committee meets at least quarterly unless mutually agreed to meet more often when necessary. Direct payroll costs for Bargaining Unit members are shared equally by Local #1245 and Company. Either party may cancel this agreement with 30 days notice. (Amended 6/11/03)

(b) The Committee will consist of the Union Business Representative and three (3) Union members and the Representative of the General Manager and four (4) MPAT employees assigned by the General Manager. The Committee will be chartered to review health and welfare plans, and 457 plans during the term of the contract. (Amended 6/11/03) (Amended 7/1/09)

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

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

An employee who is served with a summons for jury duty or a subpoena to appear as a witness must notify their supervisor as soon as possible. Employees who are subpoenaed to testify as a witness in court for non-TMWA business will be limited to a maximum of 24 hours in any calendar year. (Amended 7/1/09)

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

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

22.11 Time Off for Funerals (Added 6/11/01)

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

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

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

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

22.12 Military Leave (Added 6/11/01)

The Company has a military leave policy and employees are entitled to the benefits as provided by this policy. (Amended 7/1/09)

TITLE 23
DEMOTION AND LAYOFF PROCEDURE

23.1

I. General Rules

(a) Employees shall be given as much notice as practicable of Company's proposed action. Following such notice, and prior to the date of the actual layoff, employees to be affected by the procedure shall be considered as though they have already been demoted, and notwithstanding the provisions of Title 16, have their bids to fill vacancies in the normal line of progression considered under the provisions of VI below.

(b) An employee's Company seniority, as defined in Sections 3.7 and 8.1 shall be determining factors in the application of this procedure.

(c) Where a vacancy in an appropriate classification exists, the filling of such vacancy shall be in accordance with the appropriate provisions of this procedure. If such vacancies exist at more than one (1) headquarters, Company shall provide an employee with a list of such vacancies and the location thereof. Employee may then elect to fill any of such vacancies for which they have sufficient Company seniority [I (b)].

(d) An employee may not elect to demote another employee whose Company seniority is equal to or greater than their own. An employee may not demote an employee in a classification having a wage rate higher than that of their own classification.

(e) Employees scheduled for demotions under this procedure shall exercise one (1) of two (2) options:

1. Employee may demote a junior employee in the employee's present job classification at another headquarters, or

2. Employee may demote within their occupational group at their present headquarters. In either of these options, the demoted employee shall be considered to have displaced the most junior employee in the classification.

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

If exercise of this Option would still result in a senior employee being laid off, the employee may then exercise Option 4).

3. Employee may demote a junior employee in any occupational group at their present headquarters.

4. Employee may demote a junior employee in any occupational group at any headquarters.

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

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

II. Notices

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

(a) Company will give an employee who is to be demoted as much notice thereof as possible, but not less than three (3) days, advising them of the classification to which they are to be demoted and whether there are any jobs with respect to which they may exercise an election by filling a vacancy or by demoting another employee.

(b) Not more than three (3) days after receiving the notice provided for in Subsection (a), the employee shall advise the Company of their decision with respect to exercising the election.

If they desire to exercise the election, Company shall, within two (2) days thereafter, provide them with a list of the jobs and the locations thereof to which the election may be applied.

(c) Within three (3) days after receipt of the list described in Subsection (b), the employee shall notify Company of their election to transfer and indicate the job locations in the order of their preference. Preferential consideration shall be given to employees in the order of their Company seniority. While Company shall endeavor to give effect to an employee's preference in the order they have indicated, Company seniority shall be the determining factor where two (2) or more employees express a preference for a single job classification or headquarters location. Company shall notify an employee as to the specific location to which they will be transferred and the effective date of the transfer.

(d) An employee's failure to give the notices prescribed in Subsections (b) and (c) will operate to forfeit their right of election.

(e) Any transfer resulting from the application of this Section shall be effective not later than fifteen (15) days from the giving of the notice provided for in Subsection (a).

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

(a) Elect to displace that employee in their same classification and occupational group within the Company who has less Company seniority than he.

(b) Elect to demote to the next lower classification in the reverse order of the normal line of progression in their occupational group.

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

first be applied to the highest classification to be affected, and then to successively lower classifications.

(c) If an employee cannot for any reason effect an election in accordance with (a) or (b) above, he shall demote into the general demotional pool.

(d) All jobs below entry line, in Exhibit C, shall be considered as a general demotional pool for demotion purposes. All demotions to be by Company seniority. (Amended 6/11/01)

Note: See Attachment IV, Lines of Progression Diagram, for details.

(e) In all demotions and/or layoffs, the employees demoting into a job must be able and willing to perform the duties of the job with a minimum of further training. Company shall make the determination of minimum training needed in all such cases.

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

IV. Layoff

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

V. Notice of Layoff

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

VI. Accelerated Promotion

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

(a) Bids made by employees who formerly worked in such job classification and headquarters; demoted from such classification from such headquarters. An employee's bid shall not be considered under this subsection if following their demotion or transfer they have not exercised each opportunity available to them to bid on a job in their former classification and headquarters;

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

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

VII. Enabler

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

TITLE 24
TERM OF AGREEMENT

24.1 This Agreement shall take effect as of July 1, 2023.. The term of this Agreement shall continue in full force and effect until June 30, 2027, unless written notice of change or termination shall be given by either party ninety (90) days prior to the expiration date above or the expiration date of any year thereafter. (Amended 6/11/03) (Amended 7/1/09)(Amended 7/1/12)(Amended 7/1/23)

24.2 Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, and until a satisfactory conclusion is reached in the matter of such changes, the original provision shall remain in full force and effect.

This Agreement shall not be amended or supplemented except by agreement of the parties hereto, reduced to writing and duly signed by each.

This Agreement cancels and supersedes that certain Agreement and Exhibits entered into on July 1, 2023, by the Company and the Union.

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

July 1, 2023– June 30, 2027

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

TRUCKEE MEADOWS WATER AUTHORITY

John Zimmerman

John Zimmerman, General Manager

Kristopher Dahir

Kristopher Dahir, Chair
Truckee Meadows Water Authority Board of Directors

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1245

Bryce Twichell

Bryce Twichell

Joshua Brandenburg

Joshua Brandenburg

Rick Pickworth

Rick Pickworth

Brandyn Rada

Brandyn Rada

Neal McIntyre

Neal McIntyre

Mike Venturino, Business Representative

D. Gottfried

Dylan Gottfried, Senior Assistant Business Manager

Bob Deam, Business Manager Local 1245

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.
4/10/2024
Kenneth Cooper,
International President
This approval does not make the International a party to this agreement.

ATTACHMENT I
EXHIBIT "A" (1)
(As Amended July 1, 2023)

WAGES

Effective the first full pay period following approval of a total package by TMWA's Board of Directors, employees shall receive a one percent (1.0%) increase.

- **FY2024 (July 2023 – June 2024)**
  - o Effective the first full pay period following July 1, 2023, employees shall receive a five percent (5.0%) increase.
  - o Effective July/August 2023 (date to coincide with the PERS contribution increase), employees contributing under the NV PERS Employer Pay Contribution Plan shall receive a 1.875% increase.

- **FY2025 (July 2024 – June 2025)**
  - o Effective the first full pay period following July 1, 2024, employees shall receive a three and one-half percent (3.5%) increase.

- **FY2026 (July 2025 – June 2026)**
  - o Effective the first full pay period following July 1, 2025, employees shall receive a general wage increase of no less than two percent (2.0%) but not greater than three and one-half percent (3.5%) based on the Consumer Price Index (CPI) as determined by the Bureau of Labor Statistics. The specific CPI shall be CPI for All Urban Consumers (CPI-U): Selected Areas, all items index – West urban Size Class B/C (2.5 million or less) from comparing December to December of the previous year. The CPI is a non-seasonally adjusted, annual index and will be rounded to the nearest one-tenth decimal point (CPI Series ID: CUURN400SA0).
  - o If there is an increase to the NV PERS contributions attributed to the employee due to the 2025 Nevada State Legislature session, effective July/August 2025 (date to coincide with the PERS contribution increase, if any), employees contributing under the NV PERS Employer Pay Contribution Plan shall receive an increase as an offset, not to exceed one percent (1.0%).

- **FY2027 (July 2026 – June 2027)**
  - o Effective the first full pay period following July 1, 2026, employees shall receive a general wage increase of no less than two percent (2.0%) but not greater than three and one-half percent (3.5%) based on the Consumer Price Index (CPI) as determined by the Bureau of Labor Statistics. The specific CPI shall be CPI for All Urban Consumers (CPI-U): Selected Areas, all items index – West urban Size Class B/C (2.5 million or less) for comparing December to December of the previous year. The CPI is a non-seasonally adjusted, annual index and will be rounded to the nearest one-tenth decimal point (CPI Series ID: CUURN400SA0).

ATTACHMENT I
EXHIBIT "A" (1)
Wage Schedule (Amended 07/03/2023)

Job Class No.	Job Title/Classification	Wage Step	Wages as of 7/03/22	Wages upon ratification Plus 1.00%	Wages as of 7/03/23 Plus 5.00%	Wages as of 7/17/23 Plus to offset PERS Increase 1.875%	Wages as of 7/17/23 Decrease for PERS Increase[2] 1.875%	Wages as of 7/01/24 Plus 3.50%	Wages as of 7/14/25 Plus CPI Based[1] 2% to 3.5% TBD	Wages as of 8/2025 Offset of up to 1% for PERS[2] TBD	Wages as of 7/13/26 Plus CPI Based[1] 2%to 3.5% TBD
N/A	Welding Premium		$2.57	$2.60	$2.73	$2.78	$2.73	$2.83	TBD	TBD	TBD
N/A	Pager Premium		$5.88	$5.94	$6.24	$6.36	$6.24	$6.46	TBD	TBD	TBD
52000	Accounts Payable Representative	Start	$26.12	$26.38	$27.70	$28.22	$27.70	$28.67	TBD	TBD	TBD
		1 Year	$28.64	$28.93	$30.38	$30.95	$30.38	$31.44	TBD	TBD	TBD
		2 Years	$31.09	$31.40	$32.97	$33.59	$32.97	$34.12	TBD	TBD	TBD
53030	Certified Diesel Power Generation Technician	Start	$49.85	$50.35	$52.87	$53.86	$52.87	$54.72	TBD	TBD	TBD
54075	Construction Inspector	Start	$47.18	$47.65	$50.03	$50.97	$50.03	$51.78	TBD	TBD	TBD
		1 Year	$49.32	$49.81	$52.30	$53.28	$52.30	$54.13	TBD	TBD	TBD
52010	Customer Service Representative	Start	$26.12	$26.38	$27.70	$28.22	$27.70	$28.67	TBD	TBD	TBD
		6 Months	$28.57	$28.86	$30.30	$30.87	$30.30	$31.36	TBD	TBD	TBD
		1 Year	$31.09	$31.40	$32.97	$33.59	$32.97	$34.12	TBD	TBD	TBD
54020	Equipment Operator I	Start	$34.32	$34.66	$36.39	$37.07	$36.39	$37.66	TBD	TBD	TBD
		6 Months	$36.01	$36.37	$38.19	$38.91	$38.19	$39.53	TBD	TBD	TBD
54025	Equipment Operator II	Start	$36.43	$36.79	$38.63	$39.35	$38.63	$39.98	TBD	TBD	TBD
		1 Year	$38.10	$38.48	$40.40	$41.16	$40.40	$41.81	TBD	TBD	TBD
54030	Equipment Operator III	Start	$39.41	$39.80	$41.79	$42.57	$41.79	$43.25	TBD	TBD	TBD
54035	Equipment Operator Heavy	Start	$40.68	$41.09	$43.14	$43.95	$43.14	$44.65	TBD	TBD	TBD
		1 Year	$41.47	$41.88	$43.97	$44.79	$43.97	$45.51	TBD	TBD	TBD
51015	Facilities & Grounds Maintenance I	Start	$27.05	$27.32	$28.69	$29.23	$28.69	$29.69	TBD	TBD	TBD
		6 Months	$29.18	$29.47	$30.94	$31.52	$30.94	$32.02	TBD	TBD	TBD
51020	Facilities & Grounds Maintenance II	Start	$31.30	$31.61	$33.19	$33.81	$33.19	$34.35	TBD	TBD	TBD
		6 Months	$33.99	$34.33	$36.05	$36.73	$36.05	$37.31	TBD	TBD	TBD
54010	Facilities Locator	Start	$41.78	$42.20	$44.31	$45.14	$44.31	$45.86	TBD	TBD	TBD

Job Class No.	Job Title/Classification	Wage Step	Wages as of 7/03/22	Wages upon ratification	Wages as of 7/03/23	Wages as of 7/17/23	Wages as of 7/17/23	Wages as of 7/01/24	Wages as of 7/14/25	Wages as of 8/2025	Wages as of 7/13/26
54040	Fitter Apprentice	Start	$32.69	$33.02	$34.67	$35.32	$34.67	$35.88	TBD	TBD	TBD
		6 Months	$33.76	$34.10	$35.81	$36.48	$35.81	$37.06	TBD	TBD	TBD
		1 Year	$35.29	$35.64	$37.42	$38.12	$37.42	$38.73	TBD	TBD	TBD
		18 Months	$36.33	$36.69	$38.52	$39.24	$38.52	$39.87	TBD	TBD	TBD
54045	Fitter	Start	$39.41	$39.80	$41.79	$42.57	$41.79	$43.25	TBD	TBD	TBD
54050	Fitter/Welder	Start	$40.90	$41.31	$43.38	$44.19	$43.38	$44.90	TBD	TBD	TBD
		Step 2	$42.17	$42.59	$44.72	$45.56	$44.72	$46.29	TBD	TBD	TBD
		Step 3	$43.46	$43.89	$46.08	$46.94	$46.08	$47.69	TBD	TBD	TBD
		Step 4	$44.72	$45.17	$47.43	$48.32	$47.43	$49.09	TBD	TBD	TBD
52030	Foreman/ Forewoman, Customer Services Rep, Working	Start	$38.39	$38.77	$40.71	$41.47	$40.71	$42.13	TBD	TBD	TBD
53080	Foreman/ Forewoman, General Customer Services Rep, Working	Start	$42.21	$42.63	$44.76	$45.60	$44.76	$46.33	TBD	TBD	TBD
55060	Foreman/ Forewoman, General, Maintenance & Control WP Mechanic, Working	Start	$58.59	$59.18	$62.14	$63.31	$62.14	$64.31	TBD	TBD	TBD
6042	Foreman/ Forewoman, General, Heavy, Water	Start	$56.34	$56.90	$59.75	$60.87	$59.75	$61.84	TBD	TBD	TBD
52040	Foreman/ Forewoman, General, Hydro/Generation, Working	Start	$59.72	$60.32	$63.34	$64.53	$63.34	$65.56	TBD	TBD	TBD
6043	Foreman/ Forewoman, General, Light, Water	Start	$53.88	$54.42	$57.14	$58.21	$57.14	$59.14	TBD	TBD	TBD
6016	Foreman/ Forewoman, General, Mechanic, Hydro/Generation Working	Start	$56.34	$56.90	$59.75	$60.87	$59.75	$61.84	TBD	TBD	TBD
55110	Foreman/ Forewoman, General, Shift, Water Treatment, Working	Start	$59.72	$60.32	$63.34	$64.53	$63.34	$65.56	TBD	TBD	TBD
53070	Foreman/ Forewoman, Hydro/Generation, Working	Start	$54.26	$54.80	$57.54	$58.62	$57.54	$59.55	TBD	TBD	TBD
54080	Foreman/ Forewoman, Light, Working, Water	Start	$48.95	$49.44	$51.91	$52.88	$51.91	$53.73	TBD	TBD	TBD
54090	Foreman/ Forewoman, Working, Heavy, Water	Start	$51.20	$51.71	$54.30	$55.32	$54.30	$56.20	TBD	TBD	TBD

Job Class No.	Job Title/Classification	Wage Step	Wages as of 7/03/22	Wages upon ratification	Wages as of 7/03/23	Wages as of 7/17/23	Wages as of 7/17/23	Wages as of 7/01/24	Wages as of 7/14/25	Wages as of 8/2025	Wages as of 7/13/26
55100	Foreman/ Forewoman, Shift, Water Treatment, Working	Start	$54.26	$54.80	$57.54	$58.62	$57.64	$59.55	TBD	TBD	TBD
55050	Foreman/ Forewoman, Maintenance & Control WP Mechanic,	Start	$53.25	$53.78	$56.47	$57.53	$56.47	$58.45	TBD	TBD	TBD
51035	Heating Ventilation and Air Conditioning (HVAC) Specialist	Start	$40.90	$41.31	$43.38	$44.19	$43.38	$44.90	TBD	TBD	TBD
		1 Year	$42.17	$42.59	$44.72	$45.56	$44.72	$46.29	TBD	TBD	TBD
		2 years	$43.46	$43.89	$46.08	$46.94	$46.08	$47.69	TBD	TBD	TBD
51000	Helper	Start	$23.29	$23.52	$24.70	$25.16	$24.70	$25.56	TBD	TBD	TBD
		6 Months	$25.13	$25.38	$26.65	$27.15	$26.65	$27.58	TBD	TBD	TBD
		1 Year	$26.95	$27.22	$28.58	$29.12	$28.58	$29.58	TBD	TBD	TBD
		18 Months	$29.26	$29.55	$31.03	$31.61	$31.03	$32.12	TBD	TBD	TBD
53015	Hydro Power Generation Specialist	Start	$50.99	$51.50	$54.08	$55.09	$54.08	$55.97	TBD	TBD	TBD
		1 Year	$52.10	$52.62	$55.25	$56.29	$55.25	$57.18	TBD	TBD	TBD
53000	Hydro/Generation Operator Apprentice	Start	$38.63	$39.02	$40.97	$41.74	$40.97	$42.40	TBD	TBD	TBD
		6 Months	$40.03	$40.43	$42.45	$43.25	$42.45	$43.94	TBD	TBD	TBD
		1 Year	$41.88	$42.30	$44.42	$45.25	$44.42	$45.97	TBD	TBD	TBD
		18 Months	$42.81	$43.24	$45.40	$46.25	$45.40	$46.99	TBD	TBD	TBD
53010	Hydroelectric/Diesel Generation Operator	Start	$46.55	$47.02	$49.37	$50.30	$49.37	$51.10	TBD	TBD	TBD
53045	Hydroelectric/Diesel Generation Mechanic Apprentice	Start	$35.09	$35.44	$37.21	$37.91	$37.21	$38.51	TBD	TBD	TBD
		6 Months	$35.95	$36.31	$38.13	$38.84	$38.13	$39.46	TBD	TBD	TBD
		1 Year	$37.70	$38.08	$39.98	$40.73	$39.98	$41.38	TBD	TBD	TBD
		18 Months	$38.58	$38.97	$40.92	$41.69	$40.92	$42.35	TBD	TBD	TBD
		2 Years	$40.33	$40.73	$42.77	$43.57	$42.77	$44.27	TBD	TBD	TBD
		30 Months	$42.09	$42.51	$44.64	$45.48	$44.64	$46.20	TBD	TBD	TBD
53050	Hydroelectric/Diesel Generation Mechanic	Start	$46.55	$47.02	$49.37	$50.30	$49.37	$51.10	TBD	TBD	TBD
54070	Inspector	Start	$49.32	$49.81	$52.30	$53.28	$52.30	$54.13	TBD	TBD	TBD
		2 Year[3]	$50.20	$50.70	$53.24	$54.24	$53.24	$55.10	TBD	TBD	TBD

Job Class No.	Job Title/Classification	Wage Step	Wages as of 7/03/22	Wages upon ratification	Wages as of 7/03/23	Wages as of 7/17/23	Wages as of 7/17/23	Wages as of 7/01/24	Wages as of 7/14/25	Wages as of 8/2025	Wages as of 7/13/26
55010	Mechanic Maintenance/ Control WP Apprentice	Start	$36.48	$36.84	$38.68	$39.41	$38.68	$40.03	TBD	TBD	TBD
		6 Months	$37.37	$37.74	$39.63	$40.37	$39.63	$41.02	TBD	TBD	TBD
		1 Year	$39.20	$39.59	$41.57	$42.35	$41.57	$43.02	TBD	TBD	TBD
		18 Months	$40.13	$40.53	$42.56	$43.36	$42.56	$44.05	TBD	TBD	TBD
		2 Years	$41.96	$42.38	$44.50	$45.33	$44.50	$46.06	TBD	TBD	TBD
		30 Months	$43.78	$44.22	$46.43	$47.30	$46.43	$48.06	TBD	TBD	TBD
55020	Maintenance & Control WP Mechanic, Certified	Start	$43.85	$44.29	$46.50	$47.37	$46.50	$48.13	TBD	TBD	TBD
		6 Months	$45.21	$45.66	$47.94	$48.84	$47.94	$49.62	TBD	TBD	TBD
55030	Maintenance & Control-WP Mechanic, Specialist	Start	$48.41	$48.89	$51.33	$52.29	$51.33	$53.13	TBD	TBD	TBD
53040	Plant Electrician Apprentice	Start	$36.84	$37.21	$39.07	$39.80	$39.07	$40.44	TBD	TBD	TBD
		6 Months	$37.73	$38.11	$40.02	$40.77	$40.02	$41.42	TBD	TBD	TBD
		1 Year	$39.58	$39.98	$41.98	$42.77	$41.98	$43.45	TBD	TBD	TBD
		18 Months	$40.51	$40.92	$42.97	$43.78	$42.97	$44.47	TBD	TBD	TBD
		2 Years	$42.35	$42.77	$44.91	$45.75	$44.91	$46.48	TBD	TBD	TBD
		30 Months	$44.20	$44.64	$46.87	$47.75	$46.87	$48.51	TBD	TBD	TBD
53020	Plant Electrician	Start	$49.85	$50.35	$52.87	$53.86	$52.87	$54.72	TBD	TBD	TBD
55120	SCADA Technician Apprentice	Start	$39.85	$40.25	$42.26	$43.05	$42.26	$43.74	TBD	TBD	TBD
		6 Months	$40.88	$41.29	$43.35	$44.16	$43.35	$44.87	TBD	TBD	TBD
		1 Year	$41.87	$42.29	$44.40	$45.23	$44.40	$45.95	TBD	TBD	TBD
		18 Months	$42.87	$43.30	$45.47	$46.32	$45.47	$47.06	TBD	TBD	TBD
		2 Years	$43.84	$44.28	$46.49	$47.36	$46.49	$48.12	TBD	TBD	TBD
		30 Months	$44.86	$45.31	$47.58	$48.47	$47.58	$49.25	TBD	TBD	TBD
		3 Years	$45.86	$46.32	$48.64	$49.55	$48.64	$50.34	TBD	TBD	TBD
		42 Months	$46.85	$47.32	$49.69	$50.62	$49.69	$51.43	TBD	TBD	TBD
55130	SCADA Technician	Start	$49.85	$50.35	$52.87	$53.86	$52.87	$54.72	TBD	TBD	TBD
		6 Months	$50.99	$51.50	$54.08	$55.09	$54.08	$55.97	TBD	TBD	TBD
		1 Year	$52.10	$52.62	$55.25	$56.29	$55.25	$57.18	TBD	TBD	TBD
52020	Senior Customer Service Representative	Start	$38.26	$38.64	$40.57	$41.33	$40.57	$41.99	TBD	TBD	TBD
51025	Senior Facilities & Grounds Maintenance	Start	$38.81	$39.20	$41.16	$41.93	$41.16	$42.60	TBD	TBD	TBD
54000	Service Utility Worker	Start	$32.20	$32.52	$34.15	$34.79	$34.15	$35.35	TBD	TBD	TBD
		6 Months	$33.14	$33.47	$35.14	$35.80	$35.14	$36.37	TBD	TBD	TBD
		1 Year	$35.11	$35.46	$37.23	$37.93	$37.23	$38.53	TBD	TBD	TBD

Job Class No.	Job Title/Classification	Wage Step	Wages as of 7/03/22	Wages upon ratification	Wages as of 7/03/23	Wages as of 7/17/23	Wages as of 7/17/23	Wages as of 7/01/24	Wages as of 7/14/25	Wages as of 8/2025	Wages as of 7/13/26
55070	Water Plant Operator Apprentice	Start	$38.13	$38.51	$40.44	$41.20	$40.44	$41.86	TBD	TBD	TBD
		6 Months	$39.51	$39.91	$41.91	$42.70	$41.91	$43.38	TBD	TBD	TBD
		1 Year	$40.91	$41.32	$43.39	$44.20	$43.39	$44.91	TBD	TBD	TBD
		18 Months	$42.30	$42.72	$44.86	$45.70	$44.86	$46.43	TBD	TBD	TBD
		2 Years	$43.71	$44.15	$46.36	$47.23	$46.36	$47.98	TBD	TBD	TBD
		30 Months	$45.09	$45.54	$47.82	$48.72	$47.82	$49.49	TBD	TBD	TBD
		36 Months	$46.48	$46.94	$49.29	$50.21	$49.29	$51.02	TBD	TBD	TBD
8470	Water Plant Operator, Grade II, Treatment Only	Start	$42.46	$42.88	$45.02	$45.86	$45.02	$46.60	TBD	TBD	TBD
55080	Water Plant Operator, Grade II, Treatment & Distribution	Start	$46.48	$46.94	$49.29	$50.21	$49.29	$51.02	TBD	TBD	TBD
55090	Water Plant Operator, Grade III, Treatment & Distribution	Start	$49.34	$49.83	$52.32	$53.30	$52.32	$54.15	TBD	TBD	TBD
54060	Water Service Technician	Start	$42.85	$43.28	$45.44	$46.29	$45.44	$47.03	TBD	TBD	TBD
55000	Water Supply Specialist	Start	$32.95	$33.28	$34.94	$35.60	$34.94	$36.16	TBD	TBD	TBD
		6 Months	$34.70	$35.05	$36.80	$37.49	$36.80	$38.09	TBD	TBD	TBD
		1 Year	$36.37	$36.73	$38.57	$39.29	$38.57	$39.92	TBD	TBD	TBD
		Journey Step[3]	$39.41	$39.80	$41.79	$42.57	$41.79	$43.25	TBD	TBD	TBD
55045	Water Treatment Equipment Specialist Assistant	Start	$37.44	$37.81	$39.70	$40.44	$39.70	$41.09	TBD	TBD	TBD
		6 Months	$39.37	$39.76	$41.75	$42.53	$41.75	$43.21	TBD	TBD	TBD
		1 Year	$41.30	$41.71	$43.80	$44.62	$43.80	$45.33	TBD	TBD	TBD
		18 Months	$43.23	$43.66	$45.84	$46.70	$45.84	$47.44	TBD	TBD	TBD
		2 Years	$45.17	$45.62	$47.90	$48.80	$47.90	$49.58	TBD	TBD	TBD
55040	Water Treatment Equipment Specialist	Start	$46.55	$47.02	$49.37	$50.30	$49.37	$51.10	TBD	TBD	TBD

[1]CPI Based: Effective the first full pay period following July 1st, employees shall receive a general wage increase of no less than 2.0% but not greater than 3.5% based on the Consumer Price Indec as determined by the Bureau of Labor Statistics. The specific CPI shall be CPI for All Urban Consumers (CPI-U): Selected Areas, all items index - west urban Size Class B/C (2.5 million or less) for comparing December to December of the previous year. The CPI is a non-seasonally adjusted, annual index and will be rounded to the nearest one-tenth decimal point (CPI Series ID: CUURN400SA0).

[2]If there is an increase to the NV PERS contributions attributed to the employe due to the 2025 Nevada State Legislature session, effective July/August 2025 (date to coincide with the PERS contribution increase, if any), employees contributing under the NV PERS employer Pay Contribution Plan shall receive an increase as an offset, not to exceed 1.0%.

[3]Progression to Step is based on qualifications. Refer to Attachment II Exhibit "B" (1)

ATTACHMENT I
EXHIBIT "B" (1)
Meal Credit Amount

TRUCKEE MEADOWS WATER AUTHORITY
Quality. Delivered.

MEMORANDUM

TO: Mike Venturino, IBEW Business Representative
FROM: Jordan Grow, Human Resources Analyst
DATE: January 23, 2023
SUBJECT: 2023 Meal Credit Amount

TMWA has recalculated the allowable meal credit for the 2023 calendar year. The meal credit has been increased based upon the Consumer Price Index (CPI) for "Food Away from Home."
Effective 01/16/2023, the meal credit will increase by 7.3% and will go from $37.82 to $40.58 per meal.
Should you need more information or clarification, please contact me at (775)834-8162.

Regards,

Jordan Grow
Human Resources Analyst

ATTACHMENT II
EXHIBIT "B" (1)
(As Amended, July 1, 2023)

JOB CLASSIFICATIONS/DESCRIPTIONS AND QUALIFICATIONS

Note: 1) All positions except those listed in the Clerical Occupational Group must possess a current Driver's license.

2) Employees will not be assigned work of another job description if there is an incumbent available to perform those duties. Keeping in mind the provisions previously provided for in 19.5 and 19.6, the company may assign employees based upon availability. (Added 7/1/12)

52000 ACCOUNTS PAYABLE REPRESENTATIVE

Their position performs a variety of skilled and unskilled tasks dealing with the orderly flow of work within the Accounts Payable area. The incumbent will be responsible for a) reviewing, analyzing and verifying consistency, completeness and accuracy of items to be entered into the accounts payable system (including validation with purchase orders and understanding of the accounts payable relationship with the purchasing function), b) researching and resolving errors or discrepancies in invoices, c) timely processing of invoices, expense reports for payment in the applicable accounts payable computer system, d) processing weekly accounts payable check runs, preparing check register reports and issuing checks with the applicable bank, and e) deciphering vendor W-9 information and maintaining 1099 records.

The incumbent may work alone and make independent decisions as necessary on such duties for which the employee has been trained and instructed, including accounting and data entry functions and is required to be effective when working with and responding to customer and vendor requests and inquiries. Performs other assignments that may be clerical in nature and provides instruction/interpretation of accounts payable policies to both internal and external customers.

Their position requires incumbents to have three (3) to five (5) years' experience handling accounts payable transactions, accounts receivable transactions, cash transactions, or general bookkeeping entries in a financial software program.

The position may be required by Company to pass written and/or proficiency tests covering any of the following qualifications:

1. Typing with acceptable speed and accuracy (40 wpm)
2. Aptitude for basic arithmetical calculations (general math test as administered by third party)
3. Aptitude for routine accounts payable operations including 1099 and W-9 procedures (accounts payable test as administered by third party)
4. Ability to operate various office machines and personal computer
5. Microsoft Office computer application proficiency

53030 CERTIFIED DIESEL POWER GENERATION TECHNICIAN

An employee who has graduated and is certified by a diesel technical college or has certifications for receiving training in diesel controls and diesel power train engines. Additionally, two years' experience with maintenance, troubleshooting and repair of diesel generators is required. Must have a thorough understanding and be qualified to perform generator mechanical and electrical repair and diagnose both engine and electrical component problems as well as troubleshoot, diagnose and repair various diesel engines, governor controls, electronic control functions and knowledge of their standard operation and maintenance. Must have the ability to troubleshoot, diagnose as well as perform emergency repair of analog and digital controls and have the ability to read and understand wiring diagrams and schematics. Must be able to perform planned and corrective maintenance on Standby Diesel Generators. Personnel in this position will follow proper procedures for performing monthly Standby Diesel Generator tests and will be responsible for documenting all test data, maintenance and repairs in the maintenance management program. Personnel working in this position must have knowledge of automatic transfer switches and control logic. Responsibilities for diesel generator units are limited to diesel controls and responsibility terminates at the transfer switch. Personnel working in this position are required to learn hydroelectric mechanical and emergency operation procedures and must be thoroughly familiar with TMWA's electrical and mechanical LOTO and safety rules and procedures. Working in this position requires the ability to work independently with minimum daily supervision. Personnel working in this position are required to maintain a commitment to acquiring training and education, which will be paid with prior approval to keep current with emerging technologies.

54075 CONSTRUCTION INSPECTOR

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

52010 CUSTOMER SERVICES REPRESENTATIVE

An employee who with minimum supervision, performs a variety of direct customer contact activities supporting the servicing and maintenance of customer accounts. Provides front-line customer support, working with the public in person, over the phone and via email. Receives customer payments and prepares and maintains customer account records. Receives and responds to customer inquiries and complaints and provides information to customers. Performs a wide range of clerical and associated duties related to the establishment and maintenance of water service, billing and payment processing. Works with field and metering services department providing internal office support to ensure accurate customer billing and customer account maintenance. Upon satisfactory completion of the minimum training requirements of the Customer Information System, and while receiving on-the-job training, may be assigned to any of the duties performed by the CSR's. Required to be effective when working with the public and responding to customer requests and inquiries, as well as have other qualifications and qualities generally accepted as being desirable in a customer services classification. May work alone or with others on duties for which employee has been trained and instructed and makes independent decisions as necessary to satisfy customer needs and provide quality customer service. Will automatically progress through the wage rate scale provided the employee's performance is satisfactory. Must be able to perform mathematical calculations, type at an acceptable speed and accuracy, and be able to operate various office machines and personal computers with some proficiency. May be required by Company to pass written and/or proficiency tests covering any of the following qualifications:

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

54020 EQUIPMENT OPERATOR I

An employee who is under direct supervision and assists an experienced Operator, or equivalent, and is in the process of acquiring the experience and skills required to advance to Equipment Operator II. Will be required to operate pavement breakers, rubber-tired excavation equipment such as loaders, and combination back-hoe/loaders with rated capacities not exceeding one and one-half (1 ½) cubic yards for loader buckets and one half (½) cubic yard for back-hoe buckets.

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

54025 EQUIPMENT OPERATOR II

An employee who has progressed through the Equipment Operator I classification, or has equivalent experience and is qualified by training and experience to perform special construction work using rubber-tired excavation equipment such as loaders, and combination back-hoe/loaders with rated capacities exceeding one and one-half (1 ½) cubic yards for loader buckets and one half (½) cubic yard for back-hoe buckets boom trucks, forklifts, etc. (type of equipment may vary by department). May be required to complete job-related clerical work and assist in training.

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

54030 EQUIPMENT OPERATOR III

An employee who has progressed through the Equipment Operator II classification, or has equivalent experience and is qualified by training and operating experience to perform special construction work using rubber tired equipment such as loaders, and combination backhoe-loaders with rated capacities exceeding 1 _ cubic yard for loader buckets and _ cubic yard for backhoe buckets, boom trucks, forklifts, excavators equivalent in size to Cat Model 308 or less etc. (type of equipment may vary by department). May be required to complete job related clerical work and assist in training. Is additionally qualified by training and experience to perform a variety of department specific Journeyman level tasks. Refer to the Equipment Operator Progression Guidelines.

54035 EQUIPMENT OPERATOR HEAVY

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

51015 FACILITIES AND GROUNDS MAINTENANCE I

An employee who has sufficient knowledge and adaptability to understand and carry on duties as assigned; must be a semi-skilled laborer, or equivalent with past experience such as, capable of handling ordinary tools safely in accordance with Company safety rules. Assist the Facilities Grounds II or work under their direction at various classes of work associated with grounds and building maintenance of all TMWA property. Must work towards obtaining certification as a Licensed/Certified Pesticide Applicator with a Category "Ornamental and Turf Pest Control" and "Right-of-Way Pest Control" certification, and a Backflow Prevention Assembly General Tester Certification for both domestic and irrigation water services. After completion of 1 (one) year as a Facilities Grounds I, successful completion of Backflow Prevention Assembly General Tester Certification and certification as Licensed/Certified Pesticide Applicator with Category Ornamental and Turf Pest Control" and "Right-of-Way Pest Control" certification this person will automatically progress to the Facilities Grounds II position at that starting wage. At any time a required certification lapses, the incumbent will be demoted to the next lower classification after failure to recertify within 60 calendar days.

51020 FACILITIES AND GROUNDS MAINTENANCE II

An employee who has at least 1 years' experience as a Facilities Grounds Maintenance I who is qualified to perform with limited supervision all work associated with grounds and building maintenance of all TMWA property as required. Including but not limited to, painting carpentry, fence repair, irrigation systems, pruning and planting trees and shrubs, mowing and fertilizing lawns. Must have and maintain a Backflow Prevention Assembly General Tester Certification, and a restricted use Pesticide Applicators Certification with a Category "Ornamental and Turf Pest Control" and "Right-of-Way Pest Control" certifications. Will be required to do backflow testing on domestic supply plumbing as well as irrigation devices as required on TMWA facilities. Will be required to operate landscape maintenance equipment and vehicles such as a variety of power tools and motorized equipment such as small tractors, mowers, weed eaters, blowers, chain saws, power chipper etc. May be required to provide general direction to any classification assigned to them in performing the work as defined. Should have knowledge of TMWA's various sites and facilities. At any time a required certification lapses the incumbent will be demoted to the next lower classification after failure to recertify within 60 calendar days.

54010 FACILITIES LOCATOR

An employee who is a Journeyman Fitter who has successfully completed a Nevada State Fitter or TMWA Fitter apprenticeship and is qualified by training and knowledge to locate Truckee Meadows Water Authority (TMWA) facilities. Responds to requests for information on underground utility locations; conducts field location inspections and clearly marks the utility in the area of the proposed excavation as described in the locate request. Documents and prioritizes utility locate requests and data including emergency requests. The employee shall have an advanced working knowledge of the entire distribution system as well as a firm grasp of inspection procedures and policies. Must have the knowledge and experience in the application of pipe and cable locators and GPS equipment to locate facilities including water lines, communication lines and electrical lines. Must be able to read and interpret cards, maps and as-built drawings that are utilized as reference material to locate facilities. Identifies errors on maps and provides detailed map corrections to the G.I.S department to accurately capture the location of the facilities. Must be able to work with computers to interface with a mobile dispatch and work order management systems. Must be familiar with the Underground Services Alert (USA) locate system and pertinent State regulations in regards to underground utility locating requirements. May be required to investigate, document and file reports/claims on 3rd party damage to TMWA facilities. Must be able to write legibly and maintain a neat, clean appearance and must be capable of working with the public. May work after hour locates and respond to emergency locate requests. Must maintain a State of Nevada Grade II Water Distribution certification and a Nevada driver's license.

54040 FITTER APPRENTICE

An employee who installs and maintains water pipes, conduits, mains and accessories under the general direction of a Foreman/woman, Fitter, or other experienced and qualified personnel while training for a Journeyman classification. In order to gain experience for advancement, they may be required to work alone or under direct supervision on jobs for which they have been trained and instructed. State of Nevada Grade I Water Distribution certification will be required to progress to the one-year rate of pay. State of Nevada Grade II Water Distribution certification will be required to progress to the two-year rate of pay. The employee's education and general qualifications must be such that they are considered capable of obtaining Journeyman status. Before obtaining Journeyman status, they must qualify by test and demonstrate an ability to handle tools and operate equipment, such as earth boring machines, all types of tapping machines, pipe locators, concrete saws, compressors and other equipment commonly used in the trade.

54045 FITTER

An employee who is a Journeyman and qualified by experience, training and knowledge to install and repair water services, mains and appurtenances, locate and repair leaks, do miscellaneous pipe fitting and operate equipment such as earth boring machines, all types of tapping machines, pipe locators, concrete saws and compressors. They locate and repair leaks. Understands the use of tools in connection with pipe work and the installation of all types of pipe. May be required to prepare ground for installation of mains and services and restore ground to required condition. May be assigned to other work as the occasion arises, including the installation of meters and regulators. Must maintain State of Nevada Grade II Water Distribution certification or equivalent.

54050 **FITTER/WELDER**

An employee who installs and repairs water pipes, conduits, mains and accessories. Does gas and electric welding and is required to be certified by testing in accordance with the Department of Transportation regulations and repair work on water lines and their accessories as required and, in addition, will be required to operate all tools used on water leakage detection equipment. Will be required to prepare ground for the installation of mains and services and restore ground to required condition. May be assigned to other work as the occasion arises, including the installation of meters and regulators. Must have successfully completed a Nevada State Fitter or TMWA Fitter apprenticeship. Must maintain State of Nevada Grade II Water Distribution certification or equivalent. Employee must certify by completing and passing the most current edition of the API 1104 Multiple Qualifications Test.

- Must have successfully completed a Fitter Apprenticeship.
- Bidding process shall be based on the existing lines of progression in the Collective Bargaining Agreement (CBA).
- The employee is required to complete and pass a semester of each of the following courses, Welding I, Welding Practice I, Welding II and Welding Practice II through TMCC or "qualified equivalent courses". It is required that the courses Welding I and Welding I Practice be taken concurrently and the courses Welding II and Welding II Practice be taken concurrently. Any courses presented as a substitution under "qualified equivalent courses" shall be agreed upon by the Company and the Union.
- All courses must have prior approval. Upon successful completion of a course, reimbursement shall be through TMWA's Tuition Reimbursement program.
- Courses shall be attended outside of regularly scheduled work hours. If the course is not available after regularly scheduled work hours, the employee shall be required to obtain additional approval from the Company prior to registering for the course. Time spent in courses is not subject to compensation.
- The employee must immediately enroll in the first required course upon being awarded the position of fitter/welder and attend the first course offered and the sequential courses the following semester. The employee must be able to be certified within 18 months unless an extension of time is agreed upon by the Company and the Union.
- Upon successful completion of the required courses, the employee must certify by completing and passing the most current edition of the **API 1104 Multiple Qualifications Test.** Testing of the welded pipe will be administered by a qualified third party testing facility. The welds to be tested will be performed in the presence of a certified welder and or an qualified welding inspector, who will verify that all welding procedures were followed and will certify in writing the name of the person that performed the welds, weld date, time, location, rod, machine settings and procedure used. This information will then accompany the welded pipe to the certified testing facility. The employee must use 12.75" outside diameter or larger pipe and a minimum of ¼" wall thickness for testing.
- If the employee is not successful in completing anyone of the courses or passing the API 1104 Testing, they shall be demoted to a Fitter position. The Fitter/Welder position shall be re-posted and that employee will not be considered for that Fitter/Welder posting or any subsequent Fitter/Welder posting for a period of 90 days from the date of demotion.
- The demotion to a Fitter position, should the employee not successfully complete any of the requirement coursework or pass API 1104 testing, shall supersede section 16.8 (a) of the Collective Bargaining Agreement.
- Wages and Progression. The wages listed below are calculated using the Fitter wage that is in effect as outlined in Attachment 1 Exhibit "A" (1) .

  1. Step I: This is the entry level for the position.
  2. Step II: Upon successful completion of the Welding I and Welding I Practice courses.
  3. Step III: Upon successful completion of the Welding II and Welding II Practice courses.
  4. Step IV: Is the top-level wages for the Fitter/Welder position. This shall be obtained upon successful completion of the API 1104 Test and Welding certification.

- If an employee has successfully completed any of the required courses prior to entering the position, they will be entitled to the pay that is relative to the course level completed. All courses or qualifications that may be considered as equivalent shall be agreed upon by the Company and the Union prior to entering the position.

- On the job training should consist of 16 to 32 hours per month. The training should consist of practice welding of all types needed to succeed with the API 1104 Multiple Test and actual field welding when possible. The Company shall make a reasonable effort to allow time to do so. This is not a requirement and is intended as a guideline.

  The employee must maintain certification and recertify annually for welding for this position. Maintaining of this certification will consist of performing a twelve-inch (12") Butt weld and having it pass the radiographic (X-Ray) testing requirements as called out in API 1104. In the event the employee is not able to maintain the certification the employee shall be demoted to a Fitter position.

52030 CUSTOMER SERVICE REPRESENTATIVE, WORKING, FOREMAN/WOMAN

An employee who is directly in charge of and directs a crew of Customer Services Representatives (CSR's) in their day-to-day operations. Will be responsible for scheduling, logging of attendance, handling timesheets, maintaining daily work schedules, and monitoring CSR's to assure quality in their transactions with customers. Also prepare their performance appraisals and be thoroughly familiar with the work procedures and methods for the area of work assigned and skilled in all areas of the Customer Service Representative position. They may be required to assist representatives in on-the-job training and answer questions as they arise. They will also handle those customers who wish to have their questions or complaints answered on a higher level. Required to make independent decisions as necessary to satisfy customer needs. Also required to perform tasks as delegated by their Supervisor. Must have successfully performed as a Customer Service Representative for at least three (3) years.

54080 LIGHT, WATER, WORKING, FOREMAN/WOMAN

An employee who possesses the necessary knowledge and skill through experience and training to work with and direct the activities of semi-skilled personnel engaged in light construction, maintenance or replacement of facilities. Must have successfully completed a Nevada State Fitter or TMWA Fitter apprenticeship. Must be skilled in the crafts in which they work and possess sufficient knowledge of all tools and equipment which they may have occasion to use or to be used under their direction and guidance. They must be able to interpret plans, sketches, specifications and written instruction. Must be thoroughly familiar with the work procedures and methods for the area of responsibility assigned. Must possess sufficient familiarity with symbols and dimensions as related to plans. Will be required to keep time for themselves, as well as the crew under their supervision and prepare proper notes and records, as well as other clerical work associated with their job and crew. Must be capable of writing with clarity in a neat and legible fashion. Employees must maintain a State of Nevada Grade III Water Distribution certification.

54090 HEAVY, WATER, WORKING, FOREMAN/WOMAN

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

55050 MAINTENANCE & CONTROL WP MECHANIC, WORKING, FOREMAN/WOMAN

An employee who has the knowledge and skill through experience and training to work with and direct the activities of contractors as well as other TMWA employees engaged in construction and maintenance of facilities connected with or related to the Water Production Department. Must be a Journey-level Specialist, Maintenance & Control WP Mechanic, to be considered for promotion to this classification. Must be skilled in the crafts in which they work and have sufficient knowledge of all tools and equipment used under their direction and guidance. Must be familiar with all phases of construction including site work, excavation, carpentry, concrete work, steelwork, fencing, buildings, grounding, installation of both metallic and non-metallic conduit, and their underground facilities. Must have a working knowledge of the SCADA system. Must have knowledge of mechanical equipment, chemical handling equipment, and piping systems used in water production, treatment, and distribution facilities, including, but not limited to, production wells, booster production, pressure regulator stations, water treatment plants and associated facilities. Will be required to interpret and work from various service and repair manuals. Must be thoroughly familiar with work procedures and methods for the assigned area of responsibility. Will be required to keep and maintain accurate and legible records of the operation and maintenance of water system related mechanical equipment. Shall be thoroughly familiar with Company's dispatching, clearance, rigging and hazardous materials handling regulations. Requires four (4) years experience as a Specialist Maintenance & Control WP Mechanic. Must maintain a State of Nevada Grade III Water Distribution Certification, State of Nevada Grade II Treatment Certification, and a current driver's license.

55100 WATER TREATMENT, WORKING, SHIFT, FOREMAN/WOMAN

An employee who is in charge of and responsible for the operation and maintenance of all water treatment plants and related water system facilities. Is required to effectively contribute to positive working relationships and job performance of the employees under their direction and to provide and encourage quality customer service. Must possess the knowledge and skill through experience and training to direct, perform and assist in the activities and duties of the Water Plant Operators, apprentices and other classifications as assigned. Must be capable of analyzing water system problems and be responsible for contracting and directing other Water Production personnel to resolve these problems in the most timely and economical fashion. Shall be responsible for scheduling and directing work and training activities while on shift. Must be capable of properly coordinating the flow of water through all treatment plants, regulators and pumping plants to satisfy pressure and storage of water. They shall be responsible for record keeping such as, but not limited to timesheets, plant operation, maintenance, tests and unusual incidents during their shift. Shall be responsible for implementing Company policies, including fitness for duty. In addition to the duties of foreman/woman, is required to relieve in all subordinate capacities when requires. Must possess sufficient knowledge of all tools and equipment, which may be used. Must be able to interpret plans, drawings and specifications and comply with all federal, state and local governmental regulations. They shall be thoroughly familiar with Company's dispatching and clearance rules, electrical and mechanical tagging and safety rules. Must maintain State of Nevada Water Treatment and Distribution Operators Certification Grade III or equivalent. Must maintain a valid driver's license.

GENERAL, WORKING, FOREMAN/WOMAN, (UPGRADE ONLY)

An employee assigned on an upgrade basis only at the Company's discretion, to assume a leadership role under any combination of the following circumstances:

- On special projects when required to direct crew operations and coordinate all aspects of construction, maintenance and repair of Company facilities. Will aid in the design of facilities and also participate in the planning stages of such projects,
- Replace a supervisor who will be absent from their duties for an extended time period,
- When directing the work of other foremen and their crews (foreman/woman over foreman/woman),
- Other circumstances as deemed appropriate by management.

An employee assigned to this upgrade must have been a journeyman in their occupation for a minimum of six (6) years or a foreman/woman or equivalent for at least two years. Will be required to communicate effectively and contribute to a positive team environment to provide quality service to both external and internal customers.

- See Wage Table for appropriate job class upgrade number.

53070 HYDRO/GENERATION, WORKING, FOREMAN/WOMAN

An employee who, under general supervision, is in charge and responsible for the operation of all Hydroelectric Plants, related conveyances and infrastructure as well as all Stand-by Diesel Generators. The Foreman/Forewoman will provide daily direction and or assignments to personnel assigned to Hydroelectric or Standby Diesel Generation positions. Will work in conjunction with the Production staff in coordinating any maintenance or operations affecting the Highland Canal and Orr Ditch Pump/Hydro Facility operations. Will be required to measure and record water flows. May assist in the operations and maintenance of reservoir control structures. The Foreman/Forewoman must possess the knowledge and skills through experience and training to direct and train the Hydroelectric / Diesel Generation Operator(s) or Apprentice Operator(s), the Hydroelectric / Diesel Generation Mechanic and/or related apprentice(s), as well as the Certified Diesel Power Generation Technician(s). The Foreman/Forewoman shall be responsible for controlling the Lumberyard inventory and access as well as determining the lumber and hardware needed for flume repairs and rebuilds and may be required to provide construction management and inspection. The employee shall be responsible for keeping proper records of plant operations, reoccurring scheduled plant component testing and inspection records as well as maintenance and outage records. Additionally, the Foreman/Forewoman is responsible for assuring all Hydroelectric Plant and Standby Diesel Generation maintenance is documented in the Maintenance Management Program. The Foreman/Forewoman will be responsible for tracking his/her daily time on the job as well as tracking and reviewing the daily work time of personnel under their supervision. Additionally, will also be responsible for preparing proper notes and keeping records as well as other clerical work associated with their job and crew. Personnel working in this position are required to maintain a commitment to acquiring training and education to keep current with emerging technologies. The employee shall be thoroughly familiar with clearance rules, electrical and mechanical Lockout-Tagout and safety rules. In the absence of management, the employee is authorized to issue and grant all power company clearances.

51035 HEATING VENTILATION AIR CONDITIONING (HVAC) SPECIALIST

An employee who is a journey level worker and qualified by experience, training, and knowledge to perform skilled work in the installation, operation, maintenance and repair of a wide variety of heating, ventilation, and air conditioning equipment. An employee who has graduated from a minimum two-year formal training program or has completed a formal apprenticeship program dedicated to HVAC and has a minimum of five years of experience with commercial and industrial HVAC equipment installation, maintenance, troubleshooting and repair.

Must have a thorough understanding and be qualified to perform maintenance on all types of Heating Venting and Air Conditioning equipment and appurtenances. Must be able to inspect, maintain, troubleshoot and repair HVAC equipment including but not limited to air handlers, chillers, cooling towers, dry-coolers, boilers, pumps, ventilators, furnaces, heat pumps, evaporators, condensers, fan-coils, VAVs', evaporative coolers, valves, actuators, etc. Must have knowledge and ability to complete building load calculations including psychometrics, calculate required refrigerant volume, calculate duct sizing, perform wet and dry side balancing, etc. Must be able to read and comprehend wiring diagrams/schematics and possess knowledge and experience with electrical power as well as electrical power appurtenances in order to effect HVAC equipment operation, installation, maintenance and repair. Must have knowledge of HVAC control logic and have experience with HVAC controller programming. Must possess experience with troubleshooting, diagnosing and repairing HVAC analog and digital controls. Technician must have knowledge and experience with HVAC equipment utilizing water for cooling or heating including the treatment of the non-potable water in equipment such as cooling towers, evaporative coolers, boilers, heat exchangers as well as heating and cooling water HVAC piping. Must be thoroughly knowledgeable of required Lock Out Tag Out procedures and safety rules. Technician is required to have and maintain a State of Nevada Classification C-21 in Refrigeration and Air Conditioning, have and maintain an EPA 608 Universal Material Handling Certification as well as a National Comfort Institute Large Commercial Balancing Technician Certification. The Technician in this position must be able to work independently with minimum daily supervision. Technician will maintain HVAC equipment records within the Company's maintenance management system including equipment identification, periodic maintenance scheduling and equipment repair history. Must maintain a current valid driver's license.

An employee who is familiar with the location of all TMWA facilities with HVAC equipment, shall be given an experience rating to the one (1) year wage step. An employee who is familiar with the location of all TMWA facilities with HVAC equipment and who has worked on HVAC equipment at a majority of our sites, shall be given an experience rating to the two (2) year wage step.

51000 HELPER

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

53015 HYDRO POWER GENERATION SPECIALIST

A shift employee of Journeyman status for hydroelectric generation who also holds a certification as a Diesel Generator Technician and has met all training requirements as noted below as part of this job description. Personnel in this position shall be capable of performing day to day operations at all hydroelectric plants and related conveyances as well as operations and maintenance of all facility diesel powered generator installations. While in this position, personnel will perform all duties associated with the operation and maintenance of unattended hydroelectric plants and substations as well as operations, inspections and maintenance of water diversion dams, head gates, canals, flumes, spillways, forebays and related water conveyances to always insure correct river and canal flows. The Power Generation, Operator/Technician will be required to observe and keep daily records of hydroelectric plant operations, inspections and maintenance. In addition to the hydroelectric job duties described above, personnel in this position will be required to operate, maintain and perform monthly tests on all Standby Diesel Generators, performing generator mechanical and electrical repair, diagnosing both engine and electrical component problems as well as troubleshooting, diagnosing and repairing various diesel engines, governor controls, electronic control functions with demonstrated knowledge of the equipment's standard operation and maintenance. Additionally, this individual must have the ability to troubleshoot, diagnose as well as perform emergency repair of analog and digital controls and maintain the ability to read and understand wiring diagrams and schematics. Must be able to perform planned and corrective maintenance of diesel fueled generator sets. Must have knowledge of automatic transfer switches and control logic. Responsibilities for diesel generator units are limited to diesel controls and responsibility terminates at the facility transfer switch. All operations and maintenance work performed at any of the Hydroelectric Plants, associated infrastructure or Standby Diesel Generators will be documented in the maintenance management program by personnel working in this position. Personnel working in this position will comply with Power Company clearance rules and utilize all required program electrical/mechanical LOTO. Personnel working in this position are required to maintain a commitment to acquiring company paid training and education, which will be paid with prior approval to keep current with emerging technologies. Personnel in this position may be upgraded to Hydro/Generation Foreman/Foreworman. With the completion of the formal training and On-the-Job -Training noted below, personnel holding the position of Certified Diesel Power Generation Technician or Hydroelectric / Diesel Generation Operator will automatically progress to the Power Generation, Operator / Technician Position.

- 2000 hours of documented OJT river and hydroelectric operations experience documented and approved by supervisor.
- Hydro Basics Course by the Hydro Training Institute or approved equivalent
- Passing the Hydroelectric Operator Demonstrated Competency Exam or completion of the Hydroelectric Operator Apprenticeship.
- 2000 hours of documented experience working on Standby Diesel Generators, combining operation, maintenance, diagnostics and troubleshooting, documented and approved by supervisor.
- Electrical Generating Systems Association (EGSA) Basic School or approved equivalent
- Load Bank School and Certification from EGSA or approved equivalent.
- "Low Voltage Qualified" training course based on NFPA 70E
- "High Voltage Qualified" training course based on NFPA 70E & OSHA 1910.269
- Attainment of Journeyman status thru passing the Journeyman EGSA Exam or equivalent
- Passing the Standby Diesel Generator Demonstrated Competency Exam

Note: Company will pay for training classes and materials needed for cross training opportunities. While it is recognized that Operational needs are the first priority, company will work to ensure cross training opportunities are provided when available in an equitable manner.

53000 HYDRO/GENERATION OPERATOR APPRENTICE

An employee who is engaged in performing work as an assistant to or under the general direction of Foreman/Foreworman, Operator – Hydro Generation Journeyman, Power Generation Operator/Technician or Power Generation Technician or other experienced and qualified personnel while training for the Hydroelectric / Diesel Generation Operator Journeyman classification. In order to gain experience for advancement they may be required to work alone or under direct supervision on jobs for which they have been trained, instructed and demonstrated

competency. The employee's educational and general qualifications must be such that they are considered capable of attaining Journeyman status. Upon successful completion of the TMWA approved Hydroelectric/Diesel Generation apprenticeship, the apprentice will auto-progress to the Hydroelectric/Diesel Generator Operator position.

53010 HYDROELECTRIC / DIESEL GENERATION OPERATOR

A shift employee of Journeyman status, who during their shift is in direct charge of and is responsible for the operation of one (1) or more Hydroelectric Generation Plants, Diesel Generation units, and any related facilities as assigned by the Hydro/Generation Working Foreman/Forewoman. They will perform the duties necessary for the operation of unattended Hydroelectric plants and substations, water diversion dams, head gates, spillways and water conveyance flumes or canals. May be required to perform or assist with monthly runs and testing on Standby Diesel Generators as well as diesel generator maintenance. Personnel working in this position will be required to observe and record Hydroelectric Plant operation data and maintain Hydroelectric Plants and Standby Diesel Generators in proper operating condition, documenting all observations, operations and maintenance in the maintenance management program. Personnel working in this position will be required to operate, inspect, and perform routine maintenance of all water diversion dams, head gates, canals, flumes, penstocks, and other related facilities to insure proper river and canal flows at all times. Will be responsible for minor maintenance of all equipment in their care. Personnel working in this position Will be required to keep plant buildings, switch yards, and facilities in a clean and orderly condition. Must be familiar with Power Company clearance rules, electrical and mechanical LOTO and safety rules. May be required to assist with Apprentice training in any or all of the above mentioned duties. May be upgraded to Hydro/Generation Foreman/Forewoman. Personnel working in this position are required to maintain a commitment to acquiring training and education, which will be paid with prior approval to keep current with emerging technologies.

53045 HYDROELECTRIC/ DIESEL GENERATION MECHANIC APPRENTICE

An employee who is engaged in performing work as an assistant to or under the general direction of Foreman/Forewoman, Hydroelectric / Diesel Generation Mechanic, Hydro/Generation, Operator - Hydro Generation Journeyman, Power Generation Technician, or other experienced and qualified personnel while training for Journeyman classification while training for a Journeyman classification. In order to gain experience for advancement they may be required to work alone or under direct supervision on jobs for which they have been trained, instructed, and demonstrated competency. The employee's educational and general qualifications must be such that they are considered capable of attaining Journeyman status. Upon completion of a TMWA approved Mechanic Apprenticeship, individuals shall auto progress to the position of Hydro/Generation Mechanic.

53050 HYDROELECTRIC / DIESEL GENERATION MECHANIC

An employee who is qualified and regularly engaged in performing all types of hydroelectric and diesel generation maintenance under the general direction of the Foreman/Forewoman, including maintenance of diesel engine turbo chargers, oil systems, cooling systems and mechanically related maintenance at all hydroelectric plant facilities and diesel driven generator installations. Personnel working in this position are required to maintain a commitment to acquiring training and education, which will be paid with prior approval to keep current with emerging technologies. Upon successful completion of the minimum qualifications of an approved Diesel Generation apprenticeship and with demonstrated competency the Hydroelectric / Diesel Generation Mechanic will auto progress to the status of Certified Diesel Power Generation Technician.

54070 INSPECTOR

An employee who possesses knowledge and skill as obtained by experience and training to direct and inspect work performed by contractors installing water facilities for the Company. Must have successfully completed a Nevada State Fitter or TMWA Fitter apprenticeship. Must possess in-depth knowledge of water distribution materials, construction standards, procedures and specifications, including the interpretation of grading plans and profiles. Attends preconstruction conferences, interprets and reviews construction plans before and during construction to identify problems and conflicts and works with engineering to resolve identified issues. Required to inspect the activities of non-utility contractors when their construction activities pose a hazard to existing water facilities, provides direction to mitigate conflicts. Coordinates projects with internal departments, outside agencies and communicates with customers who may be affected by construction activities. Prepares reports, verifies change orders and quantities to ensure accurate billing. Must be familiar with and update the work order management systems. Required to keep the records necessary to complete as-built drawings, including type of material installed, dimensions of the installation as well as the use of GPS equipment to verify vertical and horizontal alignment, location and elevation of pipe to ensure the accurate mapping of all water facilities. Operates pipe locators, pressure recorders, hydrostatic pumps, and other instruments and equipment common to water facility installations. Must be familiar with pertinent health regulations and ensure these regulations are adhered to during the construction and acceptance of new facilities. Must possess and maintain State of Nevada Grade III Water Distribution Certification or equivalent. Employees with two (2) years prior experience as a TMWA Inspector or Heavy Foreman/Forewoman will be eligible for the two (2) year wage step.

55010 MECHANIC MAINTENANCE/CONTROL WP APPRENTICE

An employee who is engaged in performing as an assistant to, or under the direction of a Foreman/woman, Maintenance Mechanic & Control, WP, or other experienced and qualified personnel while training for Journeyman classification, while training for a Journeyman classification. In order to gain experience for advancement they may be required to work alone or under direct supervision on jobs for which they have been trained or instructed. State of Nevada Grade I Water Distribution certification will be required to progress to the one-year rate of pay. State of Nevada Grade II Water Distribution certification will be required to progress to the two-year rate of pay. The employee's educational background and general qualifications must be such that they are considered capable of attaining Journeyman status. The employee will be automatically reclassified to Specialist, Maintenance & Control WP Mechanic upon completion of the apprenticeship and obtaining a Nevada Grade III Water Distribution Certification. If the employee does not hold a State of Nevada Grade III Water Distribution Certification upon completion of the apprenticeship, then they will automatically progress to Certified Maintenance & Control WP Mechanic, until they are able to obtain a State of Nevada Grade III Water Distribution Certification.

55020 MAINTENANCE & CONTROLWP MECHANIC, CERTIFIED

An employee who has completed a Maintenance and Control Mechanic apprenticeship or equivalent and is qualified to install, maintain, test and repair various types of mechanical equipment within the Water Production Department, including, but not limited to, production wells, booster pump stations, pressure regulator stations as well as the water treatment facilities. Must have an understanding of the electrical systems related to the mechanical equipment. Must have a thorough understanding of hydraulic controls, and their principles, and will be required to install, test, and service these controls in order to obtain an efficient operation. Must have a working knowledge of the SCADA system and will be required to access data relative to the operation of the various pumping systems and pressure zones. Will also input set points related to the hydraulic controls and their automatic functions and may at times be asked to aid the plant operators in the operation of these systems/zones. Must be able to work from various service and repair manuals and be capable of solving technical problems where resources may be limited. Will be required to perform other related tasks such as incidental welding and rigging and will keep accurate and legible records of the operation and maintenance of the equipment for which the employee is responsible. Must be thoroughly familiar with the Company tagging procedure and safety rules. Must maintain a current Nevada Grade II Water Distribution Certificate and a current driver's license. The employee will be reclassified to Specialist, Maintenance & Control WP Mechanic, upon completion of two years in this classification, and attaining chemical handling system training and Nevada Grade III Water Distribution Certification.

55030 MAINTENANCE & CONTROL WP MECHANIC, SPECIALIST

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

53040 PLANT ELECTRICIAN APPRENTICE

An employee who is engaged in performing work as an assistant to, or under the general supervision of a Foreman/woman, Journey-level Plant Electrician, or other experienced and qualified personnel while training for Journeyman classification. In order to gain experience for advancement, they may be required to work alone or under direct supervision on jobs for which they have been trained and instructed. Their education and general qualification must be such that they are considered capable of attaining Journeyman status.

53020 PLANT ELECTRICIAN

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

55120 SCADA TECHNICIAN APPRENTICE

An employee who is engaged in performing work as an assistant to, or under the general supervision of a Foreman/woman, Journeyman SCADA Technician or other experienced and qualified personnel while training for Journeyman classification. In order to gain experience for advancement, they may be required to work alone or under direct supervision on jobs for which they have been trained and instructed. Their education and general qualification must be such that they are considered capable of attaining Journeyman status.

55130 SCADA TECHNICIAN

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

52020 SENIOR CUSTOMER SERVICES REPRESENTATIVE

An employee who has demonstrated to the satisfaction of the Company, through a minimum of three (3) years' experience as a Customer Services Representative (CSR), that he/she is qualified to perform, with a minimal amount of supervision, all functions relating to CSR's. Performs duties to ensure all metering data from the Advance Metering Infrastructure (AMI) system as well as any legacy systems used for billing is complete and accurate. Supports the electronic meter reading system and its interface with the Customer Information System (CIS) for billing and informs field and meter services staff of any issues with meter reading data and assists them by inputting reads so that billing can occur as timely and accurately as possible. Will be required to input inventory into enQuesta and may be responsible for programming meters and endpoints that need specific resolutions post installation and to verify information is billing accurately on those meters. Provides training and procedural instructions for Customer Service Representatives (CSRs) for proper use of the CIS and assists in the CSR's work order management processes. Tests any new work order processes that are essential to the CIS related to CSR duties. Required to verify meter and radio ID's match in CIS and Regional Network Interface (RNI) and diagnose alarms by troubleshooting meters and end points in the field. Runs reports in CIS and RNI to verify information retrieved in the field matches the billing system. Assists in the testing to ensure that rate changes are working properly in the CIS system. The qualified candidate will possess the necessary knowledge and skills through experience and training to a provide high level of technical data processing and support. The employee must understand the entire process of meter setting, meter reading, billing and collection. Must have a thorough understanding of the fundamentals and have a practical understanding of data processing techniques, data collection procedures and meter read preparation. Must have a comprehensive knowledge of personal computers, system hardware, communication devices and application software. Must have considerable knowledge of the electronic meter reading system and data acquisition. Must be able to communicate effectively, both orally and in writing. Required to be effective when working with the public and responding to customer requests and inquiries, as well as having other qualifications and qualities generally accepted as being desirable in customer services classifications. Required to make independent decisions as necessary to satisfy customer needs and provide on-the-job training.

51025 SENIOR FACILITIES AND GROUNDS MAINTENANCE

An employee who has at least 3 years' experience as a Facilities Grounds Maintenance and possess the necessary knowledge skill and experience and under direction, plans, schedules, provides lead work while participating in the work of personnel engaged in the landscaping and maintenance of all TMWA facilities and grounds. This position will perform related duties as assigned and will also be responsible for the daily activities of contract/temporary/seasonal personnel engaged in grounds and facilities maintenance activities. Must be proficient in the use of computer programs and will be required to use a computerized maintenance management system to track and complete work orders, update scheduled maintenance activities, and keep facilities/work records current. Must be able to interpret plans, specifications, and written instructions and coordinate/participate in all aspects of installation, repair and maintenance of landscaping, irrigation, vegetation and facilities improvements. Ensures all the above activities are carried out in a safe and efficient manner. Will also be required to operate a variety of power tools and motorized equipment such as small tractors, mowers, weed eaters, blowers, chain saws, power chipper, and will be required to train subordinate employees in their use. Must have and maintain a Backflow Prevention Assembly General Tester Certification, and a restricted use Pesticide Applicators Certification with a Category "Ornamental and Turf Pest Control", "Aquatic Pest Control" and "Right-of-Way Pest Control" certifications. Will possess at a minimum a current Nevada Class "B" Commercial Driver License. At any time that a certification/license lapses the incumbent will be demoted to the next lower classification after failure to recertify/license within 60 days. Award to this position is subject to Section 16.7 of the CBA.

54000 SERVICE UTILITY WORKER

An employee who is required to work alone in the field and is engaged in routine duties revolving around TMWA's Customer Service billing and credit-collections needs, such as meter reading, move-in/move-outs and credit cut-in/cut-outs. The employee must be able to operate TMWA's meter reading equipment, both hand-held and truck mounted, and must be able to resolve and repair meter reading issues and equipment. These repairs may include the RTR, ERT or other signaling device, but will not include repairs to the meter. Employee will assist in other areas of customer service as required including responding to internal and external customer requests. An employee who has at least one (1) years' experience as an apprentice fitter or equivalent experience shall be given an experience rating to the one (1) year wage step. Will be required to have and maintain a driver's license.

Not included in the Service Utility Worker job description are the following:

- Cut-in/cut out for repairs
- Emergency water leaks

- Water meter replacement
- After hours service calls
- Back Flow Testing
- Water meter sets
- Pressure complaints

55070 WATER PLANT OPERATOR APPRENTICE

An employee who assists the Foreman/woman, Water Plant Operators as required, or other experienced and qualified personnel while training for Journeyman classification and who is in training to acquire the experience and develop the skills necessary for advancement to Water Plant Operator classification. In order to gain experience for advancement, they may be required to work alone or under direct supervision on jobs for which they have been trained or instructed. State of Nevada Grade I Water Distribution and Water Treatment certifications will be required to progress to the one-year rate of pay. State of Nevada Grade II Water Distribution and Water Treatment certifications will be required to progress to the two-year rate of pay. Their education and general qualifications must be such that they are considered capable of attaining Journeyman status.

8470 WATER PLANT OPERATOR, GRADE II, TREATMENT ONLY

An employee who has completed an apprenticeship and/or equivalent level of training or appropriate certification and is responsible for the flow of water in the canals and reservoirs and operates pumps and valves to regulate the flow of water through a treatment plant or pumping plant, coordinating the rate of flow with demand, storage and other operating plants; reads and interprets meters, charts, and gauges, changing recording charts and inking pens as necessary; performs such recordkeeping functions as log of plant operations, test results, maintenance work performed, unusual operating conditions and special reports as required; takes samples of water at established times and makes such standardized control tests as chlorine residual, coagulation tests, pH, etc., as may be required; adjusts rate-of-feed of chemical dispensers accordingly, will conduct daily radiological monitoring tests; maintain plants and operating equipment in a clean and orderly condition, may perform maintenance cleaning of plant machinery, equipment, piping and structures; lubricates and makes limited repairs and adjustments to equipment commonly found in a water pumping or treatment plant, shuts down areas of the plant system for repairs; observes and reports unusual operating conditions or the need for maintenance of equipment, building and grounds; makes prescribed and special reports, receives supplies delivered during their shift and insures that they are properly stored. Must maintain a State of Nevada Grade II Water Treatment Operator's Certification or equivalent. The Employee shall be reclassified to Water Plant Operator, Grade II, Treatment & Distribution, upon completion of Grade II Water Treatment and Water Distribution Certifications.

55080 WATER PLANT OPERATOR, GRADE II, TREATMENT & DISTRIBUTION

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

55090 WATER PLANT OPERATOR, GRADE III, TREATMENT & DISTRIBUTION

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

54060 WATER SERVICE TECHNICIAN

An employee who has successfully completed a Nevada State Fitter or TMWA Fitter apprenticeship. Their background of apprentice training and experience must be such as to qualify them to perform these duties with skill and efficiency. Must be able to learn the application of pipe locator equipment, determine leak locations in regard to Company or customer side of curb cock and investigate water customer complaints. Will be required to set and remove water meters and remote readers. Will be required to check for and investigate tampered or damaged water meters, remote readers, and remote cables as well as repair or replace remote cables. May be required to assist in the field with the testing of water meters. May be required to change recording instrument charts at various locations. Will be required to make water cutouts and water cut-ins. Servicemen will test, adjust and repair all classes (sizes) of water meters. Must be familiar with water fittings and system pressures. Must maintain a State of Nevada Grade II Water Distribution certification and must maintain a Backflow Prevention Assembly General Tester certification. Successful bidder will have 90 days to obtain a Backflow Prevention Assembly General Tester certification.

55000 WATER SUPPLY SPECIALIST

An employee who, with minimum supervision, is responsible for the inspection, minor maintenance of any and all water supply and distribution facilities owned and/or operated by TMWA. Must be able to observe and recognize normal and abnormal operating characteristics of pumps, motors, regulators, and similar equipment and see that correct operating pressures are being maintained on water systems. Will be required to reset tripped motor starters, variable frequency drives, etc. Will be required to keep pump stations, well facilities, pressure regulating stations, and other facilities clean and orderly. Must be able to work in vaults and other small underground facilities and comply with all safety requirements. Must be able to take water samples and perform simple water quality tests on both raw water and finished water. Will be required to change charts, clean and fill inking pens, lubricate pumps, and perform work of similar nature. Must be able to complete daily log of sites visited and report irregularities that need correction to supervisor. Must have knowledge of basic personal computer programs (Word, email, CMMS) and the ability to use a PC on a daily basis. May be required to assist other Operations and Maintenance staff if needed. Must maintain a State of Nevada Grade II Water Distribution certification within 12 months of entering the position. May be required to pass a written and/or performance test that will demonstrate competency of the qualifications listed above. Must maintain a valid driver's license. Placement at the Step 4 wage requires four (4) years' experience of journey-level work in TMWA's distribution system as a SCADA Technician or Maintenance Mechanic.

55045 WATER TREATMENT EQUIPMENT SPECIALIST ASSISTANT

An employee who is engaged in performing as an assistant to, or under the direction of a Water Treatment Equipment Specialist, or other experienced and qualified personnel while training for the Water Treatment Equipment Specialist classification. In order to gain experience for advancement they may be required to work alone or under direct supervision on jobs for which they have been trained or instructed. The classification is intended to be an on the job training position lasting no longer than three (3) years. The purpose of this training position is to enable incumbents to gain the practical work experience, knowledge, skills and abilities necessary to perform the duties of a Water Treatment Equipment Specialist. Additionally, the time spent working in the Water Treatment Equipment Specialist Assistant classification will afford incumbents ample opportunity to obtain the requisite licensing and certifications necessary to perform the duties of the Water Treatment Equipment Specialist. State of Nevada Grade-1 Treatment and Grade-1 Distribution Certifications (full or Operator in Training (OIT)) are required for entry into this classification. Within 6 months of appointment and in order advance to the 6-month wage step, the employee will be required to obtain and maintain a NV CDL Class B with a HME (Hazardous Materials Endorsement). Within 1 yearof appointment and in order to advance to the 1-year wage step, the employee must obtain and maintain OSHA 40 Hour HAZWOPER certification. Within 18-months of appointment and in order to advance to the 18-month wage step, the employee must obtain and maintain Full Grade-2 Treatment and Full Grade-2 Distribution Certifications. Within 2-years of appointment and in order to advance to the 2-year wage step, the employee will be required to obtain and maintain a Backflow Specialist and Assembly Tester certifications. When and Assistant has reached the top step of their wage progression and has successfully met all requirements for advancement to the Water Treatment Equipment Specialist classification, they will automatically be reclassified to the classification and wage rate of the Water Treatment Equipment Specialist.

55040 WATER TREATMENT EQUIPMENT SPECIALIST

An employee who is responsible for the operation and routine maintenance of water treatment equipment, machinery and instrumentation including flow meters. Will be required to conduct water treatment tests including determination of coagulant and purification dosage. Must be able to modify existing water treatment systems when needed and be capable of recognizing the need for making these changes and make recommendations. Will be required to make preliminary analysis of usage and costs of chemical and chemical equipment. Must be able to make estimates for plant operations improvements and changes. Will be required to keep accurate records of plant operations and maintenance, chemical usage, purchases and other special reports as required. Will be responsible for maintaining proper stock of water treatment chemicals for all plants. Must maintain a Grade II Distribution, Grade III Water Treatment and Backflow Specialist Certifications. Will be required to attain Backflow Certifications within one year of award. Must maintain state of Nevada Grade II Distribution and Grade III Water Treatment certifications. Within one year of award, will be required to attain and maintain a Backflow Assembly Tester Certification, and OHSA 40 Hour HAZWOPER certification (Hazardous Waste Operations and Emergency Response). Within six months of award, will be required to attain and maintain a Nevada CDL Class B with a HME (Hazardous Materials Endorsement).

ATTACHMENT II
EXHIBIT "B" (2)
(As Amended July 1, 2012)

DELETED JOB CLASSIFICATIONS

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

1. (Deleted 6/11/01)

2. (Deleted 6/11/01)

3. 6295 Foreman/woman, Shift, Working, Water Treatment becomes 6297 Foreman/woman, Shift, Water Treatment, Working

4. (Deleted 6/11/01)

5. 7683 Apprentice, Mechanic, Maintenance becomes Apprentice, Mechanic, Maintenance & Control, WP

6. 8150 Operator, Water Treatment becomes Specialist, Equipment, Water Treatment

7. 7626 Serviceman II, Water and Serviceman III, Water becomes Water Service Technician

8. 6280 Foreman/woman, Working, Heavy Water II and Foreman/woman, Working, Heavy Water III becomes Foreman/woman, Working, Heavy Water

9. 6395 Foreman/woman, Working, Light Water II and Foreman/woman, Working, Light Water III becomes Foreman/woman, Working, Light Water

10. 9240 Helper – Facilities & Grounds Maintenance becomes Facilities & Grounds Maintenance I & II (per LOA)(7/1/12)

The following classifications shall be deleted:

1. 7120 Technician, Well Production

2. 7140 Technician, Communications, G/W

3. 7355 Technician, Systems, Peaking/Hydro

4. 8778 Operator, Equipment, Assistant

5. 8840 Operator, Water Plant, Assistant

6. Wage Steps for Foreman/woman, Light Working Water and Foreman/woman, Light Working Water II

7. Wage Steps for Foreman/woman, Heavy Working Water and Foreman/woman, Heavy Working Water II

8. 8850 Operator, Hydro/Generation, Assistant (7/1/12)

9. 7692 Apprentice, Fitter/Welder (7/1/12)

6071 Foreman/woman, Maintenance, Hydro/Generation, Working

ATTACHMENT III

LETTERS OF UNDERSTANDING

1. (Deleted 6/11/01)

2. (Deleted 6/11/01)

3. (Deleted 6/11/01)

4. (Deleted 1/1/98)

5. (Deleted 1/1/98)

6. (Deleted 6/11/01)

7. (Deleted 6/11/01)

8. (Deleted 7/1/12)

9. (Deleted 1/1/95)

10. (Deleted 6/11/01)

11. (Deleted 6/11/01)

12. (Deleted 6/11/01)

13. (Deleted 6/11/01)

14. (Deleted 6/11/01)

15. EQUIPMENT OPERATOR PROGRESSION GUIDELINES (Amended 6/11/01)

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

Demonstration of Equipment Operator II skills and Journeyman skills, if applicable, will generally be determined through demonstrated proficiency, which will be evaluated and documented on the form entitled "Equipment Operator Evaluation". These evaluation forms are to be completed at least quarterly by the Working Foreman/woman or equivalent. The Equipment Operator II should have these skills evaluated by at least 75% of the Working Foreman/woman in a given department over the course of the progression, which will help ensure a representative yet thorough appraisal of the operator's skills is being achieved.

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

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

16. The terms and conditions of that certain Letter of Agreement dated April 15, 2014 and Letter of Agreement dated June 10, 2014 (attached hereto) are incorporated as if fully set forth herein.

17. TMWA will endeavor to implement a Water Treatment Equipment Specialist Apprenticeship.

ATTACHMENT IV
EXHIBIT "C" (1)
(As Amended July 1, 2012)

LINES OF PROGRESSION FOR BIDDING AND DEMOTIONAL PURPOSES BY OCCUPATIONAL GROUPS

DEFINITION OF OCCUPATIONAL GROUPS

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

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

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

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

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

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

For Lines of Progression (see Lines of Progression Diagram)
BIDDING NOTES

1. (Deleted 1/1/95)

2. (Deleted 1/1/98)

3. (Deleted 1/1/95)

4. (Deleted 6/11/01)

4a. (Deleted 6/11/01)

5. (Deleted 1/1/95)

6. (Deleted 1/1/95)

7. (Deleted 1/1/95)

8. (Deleted 6/11/01)

9. (Deleted 7/1/23)

10. (Deleted 6/11/01)

11. (Deleted 6/11/01)

12. (Deleted 6/11/01)

13. (Deleted 5/1/81)

14. (Deleted 5/1/68)

15. (Deleted 5/1/68)

16. (Deleted 07/01/2017)

17. (Deleted 1/1/95)

18. (Deleted 5/1/71)

19. (Deleted 5/1/71)

20. (Deleted 5/1/74)

21. (Deleted 6/11/01)

22. (Deleted 1/1/95)

23. (Deleted 6/11/01)

24. (Deleted 6/11/01)

25. (Deleted 1/1/95)

26. (Deleted 6/11/01)

27. (Deleted 1/1/95)

28 (Deleted 6/11/01)

29. (Deleted 6/11/01)

30. Clerical Bidding Notes (Moved from Attachment III - Letters of Understanding #1, effective 1/1/98)

A. Generally speaking, Clerical employees will be hired at the minimum of the range. In exceptional cases, experience elsewhere will be counted in determining the starting rate. In no case will experience elsewhere be given more weight in determining the starting rate than if it had been with the Company.

B. When a Clerical employee is in a wage progression and is promoted from one (1) job classification to another, their rate of pay shall be the starting rate for new classification or their present rate, whichever is higher. In the case of an employee who bids laterally to a job classification with the same wage progression, or an employee who bids downward to a job classification with a lower wage progression, their rate of pay shall be the starting rate for such classification, except that allowance shall be made by the Company for previous experience in the new classification. When a Clerical employee bids from one (1) Department, District or Sub-District to another in the same classification, their rate of pay shall remain the same.

C. (Deleted 5/1/91)

D. (Deleted 07/01/2018)

E. (Deleted 1/1/95)

31. The lines of progression for bidding in and out of the Equipment Specialist (8150) position shall be set forth in the figure titled Attachment IV, exhibit C - Lines of Progression. However, no Bargaining Unit employee will be able to bid to a position if he or she has not satisfactorily completed the approved apprenticeship program required for that position, or previously held that position. (Added 6/12/06)

"E" BIDDERS
51000 – Helper

ATTACHMENT V
"EXHIBIT D"

BARGAINING UNIT
MEDICAL/DENTAL/VISION OPTIONS COMPARISON

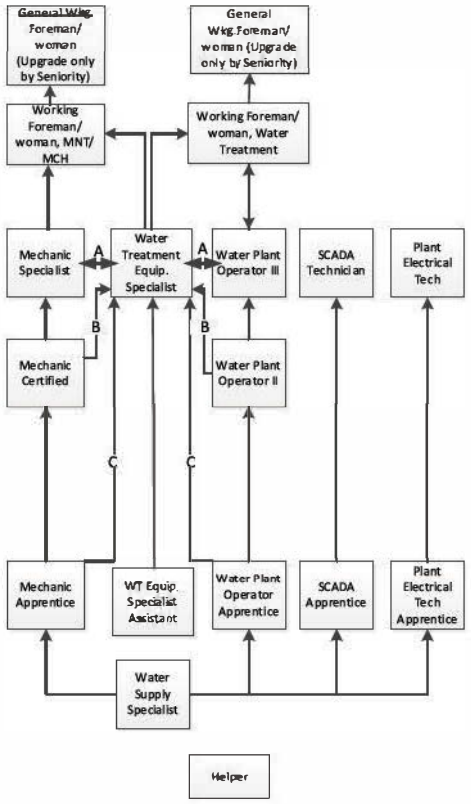
(Deleted 07/01/2018)

ATTACHMENT IV
EXHIBIT "C" (1) – Lines of Progression Diagram
(Amended 7/1/2012)

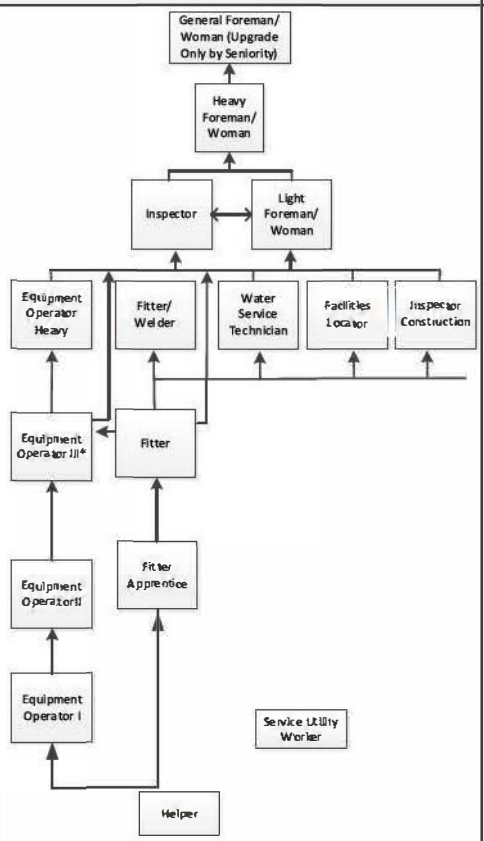
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TMWA Lines of Progression
(Amended 07/01/2023)

Production

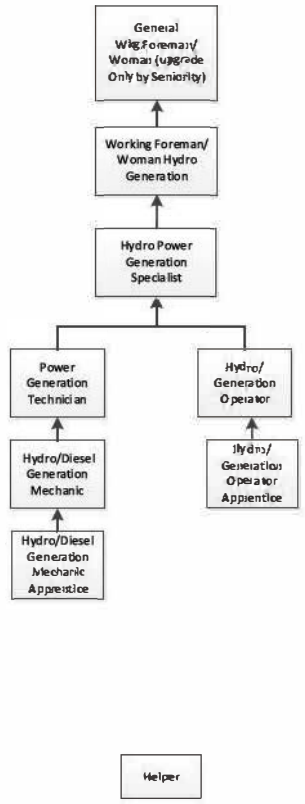


Maintenance

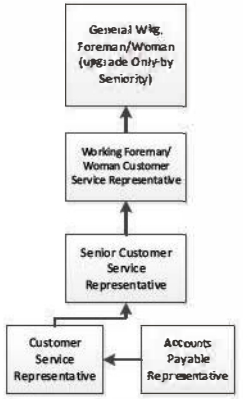


*In order for Equipment Operator II to be eligible to bid a Foreman/Forewoman position they must also be a Journey Level Fitter

Hydro/Generation



Clerical



Building & Grounds



Entry

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

A. PURPOSE

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

B. NOTIFICATION OF WORK ASSIGNMENT

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

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

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

C. MANNING OUT-OF-TOWN WORK ASSIGNMENTS

1. VOLUNTARY:

If possible, the Supervisor should attempt to use volunteers in each job classification, with the skill level required.

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

2. NON-VOLUNTARY:

If volunteers are not available to fill the manpower requirements of a project, assignments will be made on a non-voluntary basis. Employees will be selected on the basis of 1) qualifications, 2) accumulated overtime, 3) accumulated number of nights out-of-town, 4) Occupational Group Seniority from bottom to top, 5) operational needs.

On the next mandatory job assignment, the next employees on the Out-Of-Town Assignment List should be selected. By assigning employees in this order, all employees will share equally in performance of out-of-town assignments.

If an employee volunteers for an out-of-town assignment, they should be considered as doing so on their own accord, and will still be required to take their turn at non-voluntary assignments based on Section C (2)(a).
If an employee is unable to work their out-of-town assignment when selected due to illness, personal hardship, or any other reason of a temporary nature, they shall be replaced on the list as the first to go when their problems are resolved.

Any new employee reporting to a work location will be placed on the Headquarters' Out-Of-Town Assignment List and will be assigned out-of-town work when their turn arrives based on Section C (2)(a).
Employees should be kept informed where they stand on the Out-Of-Town Assignment List, as this will give them additional time to plan in advance for out-of-town assignments.

D. PERSONAL HARDSHIP

1. When an employee feels that an out-of-town assignment will create a personal hardship they should explain all the facts to their Supervisor. The Supervisor should listen to the employee, evaluate the situation and make a decision whether to send the employee on a non-voluntary basis or not. These decisions will have to be made on a case-by-case basis, relying on the information supplied by the employee as well as other facts, which may be known to the Supervisor.

2. If a non-voluntary job assignment lasts more than eight (8) weeks the Supervisor should consider rotating personnel to complete that job assignment. (If for example, the Supervisor knows that an out-of-town work assignment will last for ten (10) weeks, they might consider sending two (2) different groups for five (5) weeks each.)

E. OTHER CONSIDERATIONS

1. Continuity - Is it better to have the same group of employee's do the full job rather than changing in the middle of the project?

2. Project Length - Eight (8) weeks is not necessarily the ideal maximum assignment for some projects. Some might be shorter, depending on the travel required, working conditions, equalization of overtime, etc.

3. Job Location - If the assigned job locations are so far away that employees cannot return home on weekends, consideration should be given to making shorter assignments and rotating employees.

4. Productivity - Employees away from home on an involuntary basis for long periods of time may become less productive. Harmony and efficiency in the operation should be considered by Supervisors.

5. Skills Required - Certain employees with special skills may be required at certain projects for the duration of the project, or they may be required to remain at their home location regardless, of the provisions of these guidelines. This will depend on job requirements.

6. Reporting Place - When board and lodging are provided by the Company, the reporting place will be the Company designated lodging of the local headquarters.

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

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

A. DEFINITION - TEMPORARY ASSEMBLY SITES

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

B. CONDITIONS FOR IMPLEMENTING

1. The Company shall not reduce the work force as a result of job site reporting.

2. An employee's regular reporting headquarters shall not be changed for the purpose of job site reporting

3. Each employee shall receive an expense allowance for each day the employee physically reports to the temporary assembly site. The expense allowance will be $17.50 per day when the job site is within 20 road miles of the employee's regular reporting headquarters.

4. The guidelines contained in Section C (Staffing Temporary Assembly Sites) of this agreement shall be followed to provide personnel for projects or jobs using a temporary assembly site.

5. The Company shall provide a secure area for Company vehicles and employee's personal vehicles.

6. All other provisions and terms of the agreement between the Company and Local Union No. 1245 shall apply as if employees were reporting to their regular headquarters.

7. During the term of the Agreement EITHER PARTY on a department or location basis may cancel this proposal as related to that work area with thirty (30) days written notice after Company and Union have met and attempted to resolve problems associated with job site reporting.

C. STAFFING TEMPORARY ASSEMBLY SITES

1. A sign-up sheet will be posted in the regular reporting headquarters no less than five (5) workdays prior to the establishment of a temporary assembly site. The sign-up sheet shall include a description of the project, location of the temporary assembly site, classifications required, an estimate of the duration of the assignment, and any other relevant information.

2. Job site reporting assignments shall be staffed on a voluntary basis unless there are an insufficient number of volunteers then the assignment will be staffed using reverse seniority. Volunteers shall be selected in order from the Group Seniority List by required classification. A system of totaling and equalizing remote reporting assignments shall be established and reduced in writing in each department in a headquarters.

3. Unless otherwise agreed to, employees will be expected to work through the entire project from start to finish. If a personal hardship arises, consideration will be given to the employee

and the next qualified employee on the Group Seniority List will be given the opportunity to be the replacement.

4. The assigned foreman/woman, along with the supervisor and others involved in the project, will participate in planning and scheduling for the project.

5. Transportation will be provided as necessary for personnel and their tools to and from the temporary assembly site on the first and last days of the project.

6. Safe storage for employee's tools will be provided.

7. Employee's paychecks, messages, Company mail, notifications of CDL drug tests, etc., will be made available in a timely manner.

ATTACHMENT VIII
EMERGENCY RESPONSE PROGRAM
(Amended 7/1/23)

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

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

The hours of emergency response availability will be divided as equally as is practicable over the course of the payroll year, among those employees qualified and available within a classification and headquarters. Emergency response hours for individuals in each headquarters shall be posted separately every 30 days. Employees new to a classification or department shall be averaged into that Department's year to date emergency response hours list.

A. Conditions Applicable to Company

1. The Company will provide an appropriate radio-equipped vehicle for the employees who are responding from home directly to the jobsite. (Amended 4/5/05)

2. The Company will provide a pager or hand-held radio/telephone to improve the employee's mobility and communication.

3. Normal work hours will prevail during employee's regular workdays.

4. Availability schedule may be any day during a work week that may include the weekend, during holidays and such other times when adequate emergency coverage is not available (Amended 7/1/23)

5. The Company shall provide an option for either (1) availability premium to employee of:

   $4.70/hour, effective 1/5/09
   Note: The availability premium will be adjusted each January 1, beginning January 1, 1996. The adjustment will be made by a percentage equal to the general wage increase. (Added 1/1/95)

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

   All hours will be factored at the .259/hour accrual rate. (Amended 7/1/09)

6. The Company shall compensate the employee at the applicable overtime rate as provided in Title 10 of the Agreement for any hours worked outside normally scheduled hours during the availability period plus the availability premium for all hours available.

7. The maximum limit of in lieu accrual hours on pager duty is 240 hours. Any hours accrued in the calendar year above 240 hours shall be cashed out by the first payroll period the following calendar year. (Amended 7/1/23)

B. Conditions Applicable to Employee

1. Employee must be available to receive communication to qualify for emergency availability scheduled.

2. Employee must be in physical condition to perform assigned duties when emergency situations arise.

3. The employee must respond to a page within ten (10) minutes of the notification and report within a reasonable time thereafter.

4. Substitutions of coverage may be arranged only with the approval of the Supervisor in charge, and the substitute employee must be qualified to perform the assigned duties.

5. The employee on emergency response will have first opportunity to fill the emergency response call-out. If a substitute employee is required, accumulated overtime will prevail. (Amended 4/5/05)

C. (Deleted 1/1/95)

D. If, in the event there is no duty employee, a departmental procedure to administer the Emergency Response Program must be established in writing and agreed to by the Company and Union. (Added 1/1/98)

ATTACHMENT XI
TMWA LINES OF UPGRADE
(Amended 7/1/2012)

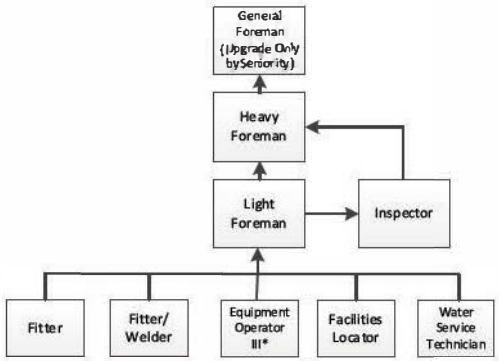
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TMWA Lines of Upgrade
(Amended 07/01/2023)

Production



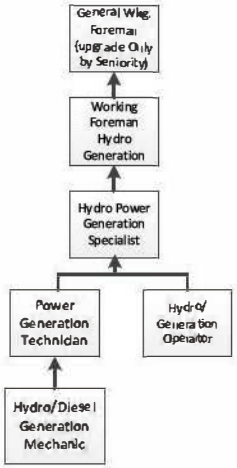
Distribution Maintenance



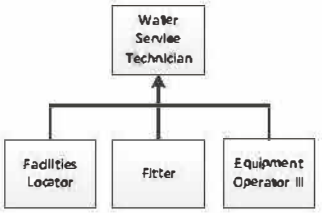
For business continuity reasons, Light Foreman/Forewoman would be offered the upgrade to Heavy Foreman/Forewoman prior to an Inspector for any assignment lasting less than 1 week.

*In order for Equipment Operator III to be upgraded for Foreman/ Forewoman they must also be a Journey Level Fitter.

Hydro/Generation



Field Services



Clerical

