



TRUCKEE MEADOWS WATER AUTHORITY
Board of Directors

AGENDA

Wednesday, February 21, 2018 at 10:00 a.m.
Sparks Council Chambers, 745 4th Street, Sparks, NV

Board Members

Chair Geno Martini
Member Neoma Jardon
Member Jenny Brekhus
Member Ron Smith

Vice Chair Vaughn Hartung
Member Bob Lucey
Member Naomi Duerr

NOTES:

1. The announcement of this meeting has been posted at the following locations: Truckee Meadows Water Authority (1355 Capital Blvd., Reno), Reno City Hall (1 E. First St., Reno), Sparks City Hall (431 Prater Way, Sparks), Sparks Justice Court (1675 E. Prater Way, Sparks), Washoe County Courthouse (75 Court St., Reno), Washoe County Central Library (301 South Center St., Reno), Washoe County Administration (1001 East Ninth St., Reno), at <http://www.tmwa.com>, and State of Nevada Public Notice Website, <https://notice.nv.gov/>.
2. In accordance with NRS 241.020, this agenda closes three working days prior to the meeting. We are pleased to make reasonable accommodations for persons who are disabled and wish to attend meetings. If you require special arrangements for the meeting, please call (775) 834-8002 at least 24 hours before the meeting date.
3. Staff reports and supporting material for the meeting are available at TMWA and on the TMWA website at <http://www.tmwa.com/meeting/> or you can contact Sonia Folsom at (775) 834-8002. Supporting material is made available to the general public in accordance with NRS 241.020(6).
4. The Board may elect to combine agenda items, consider agenda items out of order, remove agenda items, or delay discussion on agenda items. Arrive at the meeting at the posted time to hear item(s) of interest.
5. Asterisks (*) denote non-action items.
6. Public comment is limited to three minutes and is allowed during the public comment periods. The public may sign-up to speak during the public comment period or on a specific agenda item by completing a "Request to Speak" card and submitting it to the clerk. In addition to the public comment periods, the Chairman has the discretion to allow public comment on any agenda item, including any item on which action is to be taken.
7. In the event the Chairman and Vice-Chairman are absent, the remaining Board members may elect a temporary presiding officer to preside over the meeting until the Chairman or Vice-Chairman are present (**Standing Item of Possible Action**).
8. Notice of possible quorum of Western Regional Water Commission: Because several members of the Truckee Meadows Water Authority Board of Directors are also Trustees of the Western Regional Water Commission, it is possible that a quorum of the Western Regional Water Commission may be present, however, such members will not deliberate or take action at this meeting in their capacity as Trustees of the Western Regional Water Commission.

1. Roll call*
2. Pledge of allegiance*
3. Public comment — limited to no more than three minutes per speaker*
4. Approval of the agenda (**For Possible Action**)

¹The Board may adjourn from the public meeting at any time during the agenda to receive information and conduct labor-oriented discussions in accordance with NRS 288.220 or receive information from legal counsel regarding potential or existing litigation and to deliberate toward a decision on such matters related to litigation or potential litigation.

5. Approval of the minutes of the January 17, 2018 meeting of the TMWA Board of Directors **(For Possible Action)**
6. Presentation of Truckee River Fund Activities for Calendar Year 2017 — John Enloe*
7. Discussion and action, and possible direction to staff regarding the adoption of the Drought Contingency Response Plan — Laine Christman **(For Possible Action)**
8. Presentation of Financial Performance for First Half Fiscal Year 2018— Matt Bowman*
9. Discussion and action on adoption of Resolution No. 258: A resolution to approve a principle forgiveness loan in the amount of \$500,000 from the State of Nevada Drinking Water State Revolving Fund (DWSRF) for completion of the Verdi Main Extension and annexation of the Riverbelle Mobile Home Park into the TMWA water system; and approval for Authority to absorb any indebtedness as a result of Riverbelle completing on-site water system improvements funded through a DWSRF loan — Michele Sullivan, Scott Estes **(For Possible Action)**
10. Discussion and action on request for adoption of Resolution No. 259: A Resolution approving the sale of up to 196.47 acre-feet of surplus water rights to the Pyramid Lake Paiute Tribe to augment instream flows and to authorize the General Manager to execute documents to complete the transaction — John Zimmerman **(For Possible Action)**
11. Discussion and action, and possible direction to staff regarding staff recommendation on potential estimate and timeline to retrofit all unmetered services and alternative options for the meter retrofit fund program — John Zimmerman **(For Possible Action)**
12. Discussion and action, and possible direction to staff for the ratification of the Collective Bargaining Agreement between TMWA and the International Brotherhood of Electrical Workers (IBEW) Local 1245 for the period July 1, 2017 through June 30, 2021 — Jessica Atkinson and Andy Gebhardt **(For Possible Action)**
13. General Manager's Report*
14. Public comment — limited to no more than three minutes per speaker*
15. Board comments and requests for future agenda items*
16. Adjournment **(For Possible Action)**

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TRUCKEE MEADOWS WATER AUTHORITY
DRAFT MINUTES OF THE JANUARY 17, 2018
MEETING OF THE BOARD OF DIRECTORS

The Board of Directors met on Wednesday, January 17, 2018, at Sparks Council Chambers, 745 4th Street, Sparks, Nevada. Chair Martini called the meeting to order at 10:13 a.m.

1. ROLL CALL

Members Present: Jenny Brekhus*, Naomi Duerr, Vaughn Hartung, Jeanne Herman, Geno Martini, and Ron Smith**.

Members Absent: Neoma Jardon

A quorum was present.

**Member Brekhus left at 12:30 p.m.*

***Member Smith left at 12:03 p.m.*

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Member Duerr.

3. PUBLIC COMMENT

Paul Robb, TMWA Mechanic Specialist, provided public comment. Please see attachment.

4. APPROVAL OF THE AGENDA

Upon motion by Member Hartung, second by Member Herman, which motion duly carried by unanimous consent of the members present, the Board approved the agenda.

5. APPROVAL OF THE MINUTES OF THE DECEMBER 13, 2017 MEETING

Upon motion by Member Herman, second by Member Hartung, which motion duly carried by unanimous consent of the members present, with Chair Martini abstaining, the Board approved the December 13, 2017 minutes.

6. WATER SUPPLY UPDATE

Bill Hauck, TMWA Senior Hydrologist, presented on the status of water supply (precipitation year-to-date is 70-85% of normal and snow water content is 30-60% of normal. It has been a slow start to winter. The water supply outlook for the region is still excellent however. Upstream storage from last year's record-breaking winter was carried over into 2018 and as a result all reservoirs on the Truckee River system are still at maximum flood control capacity. So even with a mild winter, normal Truckee River flows expected for at least another two years. Mr. Hauck also provided an update on the clearing of debris and dredging of the Donner Lake outlet channel. The flooding that occurred in January 2017 after the multi-year drought contributed to the debris, silt and sand clogging the outlet channel. He stated staff is planning on working with the Army Corps of Engineers to hopefully come up with a permanent bank stabilization solution which will help keep sediment buildup from occurring and help to minimize the necessity to dredge the channel in the future.

7. DISCUSSION AND ACTION, AND POSSIBLE DIRECTION TO STAFF ON ADOPTION OF RESOLUTION NO. 257, A RESOLUTION TO APPROVE THE FIRST BUDGET AUGMENTATION AND BUDGET REVISIONS FOR FY 2018

Michele Sullivan, TMWA Chief Financial Officer, presented the first budget augmentation and budget revisions for FY 2018. Ms. Sullivan explained the request is related to the unexpected maintenance expenses at Donner Dam described in Mr. Hauck's previous presentation. Ms. Sullivan reported the cost is approximately \$2.6 million, which is considered maintenance in order to retain the value of the dam, to remove sediment and debris and would be a one-time cost. Ms. Sullivan added a more permanent solution to finish the canal would be included as a new capital project in the FY 2019-2023 capital improvement plan.

Upon motion by Member Duerr, second by Member Herman, which motion duly carried by unanimous consent of the members present, the Board adopted Resolution No. 257 to approve the first budget augmentation and budget revisions for FY 2018.

8. DISCUSSION AND ACTION, AND POSSIBLE DIRECTION TO STAFF ON INTERLOCAL AGREEMENT BETWEEN TRUCKEE MEADOWS WATER AUTHORITY (TMWA) AND WESTERN REGIONAL WATER COMMISSION (WRWC) REGARDING THE BEDELL FLAT RAPID INFILTRATION BASIN INVESTIGATION PROJECT

John Enloe, TMWA Natural Resources Director, presented the staff report for the Board to authorize the General Manager to execute the Interlocal Agreement between TMWA and WRWC regarding the Bedell Flat Rapid Infiltration Basin Investigation project. The project was granted \$40,000 in funding from

Nevada Department of Environmental Protection (NDEP). TMWA will conduct the investigation to determine the feasibility of aquifer storage through a proposed rapid infiltration basin (RIB).

Discussion followed regarding potentially recharging water from Fish Springs before it is committed for a will-serve, to see if there are any problems and review potential water quality issues, and possible infiltration of both exceptional quality reclaimed water and Fish Springs water.

Upon motion by Member Hartung, second by Member Herman, which motion duly carried by unanimous consent of the members present, the Board approved the Interlocal Agreement between Truckee Meadows Water Authority (TMWA) and Western Regional Water Commission (WRWC) regarding the Bedell Flat Rapid Infiltration Basin Investigation project.

9. DISCUSSION AND ACTION, AND POSSIBLE DIRECTION TO STAFF ON THE AGREEMENT FOR WATER SYSTEM ACQUISITION BETWEEN WEST RENO WATER COMPANY AND TMWA

Mr. Enloe presented the agreement for water system acquisition between West Reno Water Company, Inc. and TMWA. He stated that there would be three additional agreements presented to the Board prior to closing.

Discussion arose regarding the formation of a special assessment district in the area (it is not in TMWA's purview, rather it needs to be addressed at the City of Reno and/or Washoe County, but TMWA could provide support) and to work with experts in the field of establishing special assessment districts; \$2.5 million in connection fees is related to the homes in Meridian 120 North and a number of proposed homes in Meridian 120 South; the purchase price, \$870,000, includes all assets, water facilities and water resources, including approximately 800 acre feet of groundwater rights in the area, which would be put in TMWA's name to establish will-serve commitments for existing uses and banked water rights for the benefit of future development; staff to provide a map of what is, and is not, incorporated, and what is, and is not, in the sphere of influence; this agreement is not in the budget and another budget augmentation will have to be presented to the Board; and this will also be a capital project, but with other projects not spending their allotted amount, this will most likely not add to the capital budget.

Upon motion by Member Duerr, second by Member Herman, which motion duly carried by unanimous consent of the members present, the Board approved the Agreement for Water System Acquisition between West Reno Water Company and TMWA and Authorize the General Manager to execute the Agreement, together with the discretion to make necessary, non-substantive changes to the final Agreement.

Chair Martini called for a recess at 11:13 a.m.

Chair Martini resumed the meeting at 12:03 p.m.

10. DISCUSSION AND ACTION, AND POSSIBLE DIRECTION TO STAFF REGARDING PROPOSED ADJUSTMENTS TO THE COMPENSATION PLAN FOR MANAGEMENT, PROFESSIONAL, TECHNICAL AND ADMINISTRATIVE (MPAT) EMPLOYEES BASED ON THE RESULTS OF THE 2017 COMPENSATION STUDY

Jessica Atkinson, TMWA Human Resources Manager, and Ms. Sullivan presented the staff report and background information. Ms. Atkinson introduced Sandy Spellman and Bruce Lawson, Arthur J. Gallagher & Co.(AJG). Ms. Spellman provided an overview to the Board on the methodology and process (analyzed compensation data and provided comparisons to TMWA's formal salary structures), and results (salaries for TMWA MPAT employees lag the competitive market by 6.0%-9.1%) on the 2017 compensation study they conducted for TMWA. AJG considered geographical differentials, other similar organizations generally in close proximity to TMWA, 45 MPAT benchmark positions, and to maintain a balance between the pay system and benefits that are aligned with TMWA's policy.

Questions arose regarding the consideration of increasing time off (not at this time, but will review other benefits individually at a later date); the proposed compensation adjustments have no effect on the current year budget; and the average MPAT employee's compensation would increase by 2.2% (ranging from 0% to 3.78%).

Upon motion by Member Duerr, second by Member Hartung, which motion duly carried by unanimous consent of the members present, the Board approved staff recommendation on the proposed adjustments to the compensation plan for Management, Professional, Technical and Administrative (MPAT) employees based on the results of the 2017 compensation study.

11. REPORT AND DISCUSSION REGARDING OMBUDSMAN ACTIVITIES FOR CALENDAR YEAR 2017 AND REQUEST FOR BOARD DIRECTION AND POSSIBLE AUTHORIZATION FOR THE GENERAL MANAGER TO RENEW THE OMBUDSMAN CONTRACT WITH TAMI FRUHWIRTH FOR CALENDAR YEAR 2018

Marci Westlake, TMWA Customer Service Manager, presented the ombudsman report for CY 2017 and staff recommendation to extend Tami Fruhwirth's contract for 2018.

Questions arose about whether staff should be looking for another ombudsman and if there is an out clause. Staff can improve the communication with the Ombudsman and provide greater accessibility to TMWA customers about how to contact the ombudsman; yes, either party can end the contract at any time; and

staff can review the situation at the end of this year about whether to send out a request for proposals for a new ombudsman or continue with Ms. Fruhwirth.

Upon motion by Member Hartung, second by Member Herman, which motion duly carried by unanimous consent of the members present, the Board accepted the Ombudsman report for calendar year 2017 and authorized the general manager to renew the Ombudsman Contract with Tami Fruhwirth for Calendar Year 2018.

12. GENERAL MANAGER'S REPORT

Mr. Foree stated that NDEP has held two stakeholder meetings regarding changes to the Nevada Administrative Code (NAC) Water System Design and Construction Regulations, making great progress. TMWA has a tax-exempt commercial paper program (TECP) where the short-term rates are going up and the yield curve is becoming flat. To continue using TECP, staff would need to renew the liquidity facility by May. Staff is also considering other options including fixing out the debt of \$74 million by issuing long-term bonds.

13. PUBLIC COMMENT

There was no public comment.

14. BOARD COMMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS

There were no Board comments.

15. ADJOURNMENT

With no further discussion, Chair Martini adjourned the meeting at 12:45 p.m.

Approved by the TMWA Board of Directors in session on _____.

Sonia Folsom, Recording Secretary

*Member Brekhus was present for agenda items 1 thru 10 only.

**Member Smith was present for agenda items 1 thru 9 only and the closed-door session.

I have prepared a statement that I would like to read into the record

I started day one of TMWA's existence a proud employee. I can no longer say I am proud. The company started out strong because it was one big family. Everybody worked hard and we were respected and valued. Today we work hard. That family has all but fallen apart. I am on the Union side of the family. At the last TMWA Christmas party it was said that 2 Union employees attended. 2 out of 110 some union employees. Not exactly a functioning family. TMWA has always been on the lean side for workforce. It was explained to all of us, that the company stayed lean so that when the economy crashes, nobody would have to be let go. So we thought it was strange, that when the economy did crash we were told, "that unless the union agreed to a 0% wage increase union new hires were going to be let go." We took some zeros on the Union Side, while Management wages still kept climbing. Management made handshake deals, that when the economy came around we would be taken care of. It hasn't happened. A lot of Union employees, myself included, thought we were still in it together through these times. Transparent Nevada told a completely different story. Then the Washoe County water merger with TMWA. Seems like the merger went pretty smooth. Both sides worked hard once again. Management wages increase, and manpower increases with this merger. An already lean union staff got even leaner. Our service territory and job responsibilities have grown tremendously. Our pay doesn't. We have plenty of coworkers we call friends on the Management side. We are happy for them. In the Union we would like to see some respectful raises, and more manpower to run this water system. Moral is at an all time low. Workers that have given their heart and soul for this company are saying "no more, its just a job now." Along with "they have taken the care right out of me." Respectful raises for the Union along with more manpower, would help restore some pride and sense of caring. As TMWA Board of Directors I hope you will take the time to oversee both sides of the family. Management and union. TMWA can afford it, because they can't afford to have the moral get any worse. Wanted to tell you this because we aren't sure the whole picture is being shown to the Board. Thanks for your time.



STAFF REPORT

TO: Chairman and Board Members
THRU: Mark Foree, General Manager
FROM: John Enloe, TMWA Director of Natural Resources
DATE: February 8, 2018
SUBJECT: **Presentation of Truckee River Fund Activities for Calendar Year 2017**

Summary

- Since Fund inception, 147 Projects Approved by TMWA Board for Funding (By Resolution) -- Total Resolution Amount to Date: \$12.2 million
- Total Match from Grantees: \$20.6 million
- Project Status and Tracking: *See attached TRF Project Spreadsheet – Attachment 1*

Purpose

The purpose of this report is to provide the TMWA Board of Directors a summary of Truckee River Fund program (TRF) activities from its 2005 inception, including a detailed summary of 2017 activities. This report will also be helpful to new Board members in getting familiar with the purpose and workings of the Truckee River Fund.

TMWA and the Board should be proud of this program and the outstanding contributions the Fund has made for the community, region, and the Truckee River watershed. Over the years, the Truckee River Fund Advisory Committee has developed a prudent and rigorous approach to the evaluation of proposals, to ensure that those recommended for approval by the TMWA Board have tangible and measurable outcomes and meet the objectives of the Fund. Through the able assistance of the Community Foundation of Western Nevada, all project proponents are required to account for funds dispersed and to provide reports on project status and completion.

Program Background

As the Board may recall, the Fund was conceived and established in 2005 with the intent of supporting water quality and watershed protection projects that TMWA could not pursue on its own. Since inception, the program has evolved into an important component of TMWA's overall

water quality protection program, funding projects which have directly or indirectly improved water quality or the watershed of the Truckee River.

Financially, the TRF provides significant financial leverage for source water protection projects that TMWA could not ordinarily implement or afford. To date, the Fund has collaborated with other non-profit groups and governmental agencies to support 147 projects, with an \$12.2 million contribution from the Fund (via TMWA) being matched by \$20.6 million from its TRF partners.

On a macro basis, the Fund has supported important water quality and watershed improvement projects in the following areas:

- **Invasive Species:** The introduction and proliferation of invasive species, both land-based (terrestrial) and aquatic, is a major concern for TMWA. As such, TMWA has supported projects to mitigate terrestrial and aquatic invasive plants and has funded the development and implementation of watercraft inspection programs at Lake Tahoe and nearby reservoirs to prevent the introduction of aquatic invasive species, including the quagga and zebra mussel into the waters of Lake Tahoe and nearby reservoirs, and control efforts to remove Eurasian watermilfoil from the Truckee River.
- **Urbanization of the Local Watershed:** Development in the foothill areas has led to degradation of local tributaries to the Truckee River via irrigation run-off and storm water discharges. Local tributaries upstream of TMWA's primary water treatment plants have been adversely impacted causing increased sediment, total dissolved solids (TDS) and turbidity loading. Because of this concern, the Fund has supported projects and programs that have helped to mitigate these problems.
- **Wildfires and Forest Thinning:** As discussed above, recent wildfires have taken their toll on the Truckee River watershed, thereby increasing the likelihood of additional sediment and turbidity loading to the river. In response to the fires and watershed damage, TMWA has provided grants towards recovery and rehabilitation efforts. TMWA, through the Fund, has supported forest thinning efforts designed to reduce potential of forest fires that, as a result of sediment run-off, impact pristine water storage resources.
- **Erosion due to Past Logging Operations:** Some areas of the bi-state Truckee River watershed have been impacted by past logging practices that neglected reforestation and erosion control. As a result, some of these areas have experienced incising of tributary creeks which have impacted the River with increased sediment, suspended solids, and TDS loading. TMWA, through the Fund, has supported projects designed and constructed to restore the watershed forest to its natural state.
- **Impaired Sections of the Truckee River and its Tributaries:** In conformance with the requirements of the Clean Water Act, both the State of Nevada and State of California have developed water quality standards for the River taking into account an analysis of beneficial uses. As an outgrowth of these standards, both States have identified impaired

sections of the River through establishment of 303d lists. TMWA, again through the Fund, has supported improvement projects targeting impaired sections of the River.

2017 Grants

In 2017 the Fund, with Board approval, provided grants to nine projects or programs.

1. **Project #183: Truckee River Clean-Up**, City of Reno. Grant Amount: \$28,694; Match: \$59,554 of cash and \$17,491 of in-kind services. To remove trash and debris along the Truckee River within Reno's city limits.
2. **Project #184: Watershed Education Initiative**, Sierra Nevada Journeys. Grant Amount: \$32,998; Match: \$2,610 of cash and \$10,440 of in-kind services. To continue implementing the Watershed Education Initiative (WEI) in Washoe County schools.
3. **Project #185: Mount Rose Noxious Weed Monitoring and Treatment #5**, Friends of Nevada Wilderness. Grant Amount: \$22,405; Match: \$12,232 of cash and \$8,640 of in-kind services. To remove noxious weeds which contribute to soil erosion, degrade plant and animal habitat.
4. **Project #187: Landscape Conservation Forecasting for the Truckee River Watershed**, The Nature Conservancy. Grant Amount: \$60,000; Match: \$25,000 of cash. To conduct a landscape conservation forecasting (LCF) study in the forested portion of the Truckee River watershed.
5. **Project #188: One Truckee River Phase 1 Action**, Nevada Land Trust. Grant Amount: \$356,220; Match: \$75,614 of cash and \$27,500 of in-kind services. Implement first year action items for Phase I: identify and create a structure for long-term management and implementation.
6. **Project #189: Big Chief: F4M Restoration Culvert Outflows**, Truckee River Watershed Council. Grant Amount: \$50,000; Match: \$15,000 of in-kind services. Complete the design of outflows from 34 culverts along the main stem Truckee River.
7. **Project #190: Watershed Education Initiative**, Sierra Nevada Journeys. Grant Amount: \$35,065; Match: \$2,700 of cash and \$10,200 of in-kind services. continue with their watershed education programs which serves 800 K-8th grad students in 30 classrooms throughout northern Nevada.
8. **Project #192: Truckee River Tributaries Sediment Reduction Project**, Truckee River Watershed Council. Grant Amount: \$165,000; Match: \$41,250 of cash and \$900 of in-kind services.
9. **Project #193: 2018 Spring Invasive Weed Pull & Fall Truckee River Cleanup**, Keep Truckee Meadows Beautiful (KTMB). Grant Amount: \$69,760; Match: \$15,000 of cash and \$29,932 of in-kind services. To educate and engage the community to address the issues along the Truckee River.

Several notable projects are highlighted below:

- A grant of \$32,998 to Sierra Nevada Journeys (SNJ) for the purpose of continuing with their Watershed Education Initiative (WEI) which has been implemented in Washoe County schools. The program continues to be successful in teaching not only the students, but parents as well about being better stewards of the Truckee River and protecting water resources and increasing watershed awareness. The grant was matched with \$2,610 of cash and \$10,440 of in-kind services.
- A grant of \$60,000 to the Nature Conservancy of Nevada to conduct a landscape conservation forecasting (LCF) study in the forested portion of the Truckee River watershed. The final product will be a forested watershed management plan emphasizing water resource protection for the headwaters from the outlet of Lake Tahoe to Verdi, including the eastern slope of the Sierra Nevada. The grant was matched with \$25,000 of cash.
- A grant of \$356,220 to the Nevada Land Trust (NLT) and Keep Truckee Meadows Beautiful (KTMB) organizations to support their continued leadership of the One Truckee River Initiative through the implementation of first year Action Items for Phase I. This includes identifying and creating a structure for the long-term management and implementation of the One Truckee River initiative and Management Plans. As well as creating a Master Signage Plan for the Truckee River; implementing the Community Watershed Education Plan (developed through TRF 180); hosting a Truckee River Forum to obtain community commitments for Phase 1 Action Plan items; advocacy work for the Truckee River at the state and local level; and launching the planning process for Phases II and III. The grant was matched with \$75,614 of cash and \$27,500 of in-kind services.
- A grant of \$165,000 to the Truckee River Watershed Council (TRWC) to improve water quality by restoring actively eroding road networks and associated stream channels in the Middle Truckee River watershed that are contributing excess sediment to the Truckee River. TRWC will improve drainage on primary roads and associated stream channels to restore hydrologic connectivity; obliterate and restore un-needed road spurs; and incorporate vegetation, seed, and mulch to improve soil health and enhance habitat. The grant was matched with \$41,250 of cash and \$900 of in-kind services.

	A	B	C	D	E	F	G	H	I	M	N	O
1	Project #	Category	Project Complete?	Proposal Date	Grantee	Grant Description	Funded	Resolution Amount	Gift Received to Fund	Match - Monetary	Match - In Kind	Match total
2	*Completed Projects		* Projects not approved for funding									
3	1		Yes	Dec-05	Champions of the Truckee River	Living River Flood Alternative Community Education and Outreach	1	\$ 24,000.00	\$ 1,007,684.00	\$ 7,200.00	\$ 12,000.00	\$19,200.00
4	2		Yes	Dec-05	City of Reno	Chalk Creek TDS Loading to Truckee River Study: Possible TDS mitigation and pollution trade for TMWRF on Truckee River TDS TMDL. (Weir)	2	\$ 25,000.00	\$ 100.00		\$ 8,216.00	\$8,216.00
5	3		n/a	Dec-05	City of Reno	Watershed Coordination and Education Outreach for Storm Water Permits program	no					
6	4		Yes	Dec-05	Environmental Leadership	Truckee River Clean-up Day	3	\$ 9,402.50		\$ 3,167.50	\$ -	\$3,167.50
7	5		n/a	Dec-05	Nature Conservancy / Truckee River Yacht Club	Truckee River Science to Policy and Forum Phases 1 & 2	no					
8	6		Yes	Dec-05	Rainshadow Community Charter High School	Students Follow the River: Truckee River Restoration and Documentation Project	4	\$ 7,500.00		\$ -	\$ 2,160.00	\$2,160.00
9	7		n/a	Dec-05	University of Nevada, Reno	Snapshot Day 2006	no					
10	8		n/a	Dec-05	University of Nevada, Reno	The Intermountain Regional Research Facility Project	no					
11	9		n/a	Dec-05	University of Nevada, Reno	Glendale Diversion Fish Passage Assessment - Phase 1 Project	no					
12	10		Yes	Jun-06	City of Reno	Watershed protection for the drinking water source of the Chalk Bluff Water Treatment Plant	5	\$ 211,000.00	\$ 150.00	\$ 35,000.00	\$ 26,500.00	\$61,500.00
13	11	B	Yes	Jun-06	City of Reno	Lower Steamboat Creek Restoration/Stabilization	6	\$ 86,000.00	\$ 50.00	\$ 80,000.00	\$ 35,000.00	\$115,000.00
14	12	d	n/a	Jun-06	City of Reno	Reach "Y" Tree Planting	no	\$ -				
15	13	b	Yes	Jun-06	City of Reno	Urban Storm Water Quality Improvements	7	\$ 66,000.00		\$ 150,000.00	\$ -	\$150,000.00
16	14		n/a	Jun-06	Great Basin Institute/Nevada Conservation Corps	Truckee River Invasive Plant Mapping and Eradication Project	no					
17	15		Yes	Jun-06	Keep Truckee Meadows Beautiful	Truckee River Clean-up Day	8	\$ 13,175.00		\$ 6,627.60	\$ 24,367.50	\$30,995.10
18	16		n/a	Jun-06	Recreation Education Outdoors	Tahoe-Truckee Pyramid Regional Education Project	no					
19	17		n/a	Jun-06	Recreation Education Outdoors	Truckee River Recreational Access Project	no					
20	18		Yes	Jun-06	Truckee River Watershed Council	This Drains to the Truckee River Storm Drain Stenciling Pilot Project	9	\$ 9,300.00		\$ -	\$ 3,380.00	\$3,380.00

	A	B	C	D	E	F	G	H	I	M	N	O
1	Project #	Category	Project Complete?	Proposal Date	Grantee	Grant Description	Funded	Resolution Amount	Gift Received to Fund	Match - Monetary	Match - In Kind	Match total
2	*Completed Projects				* Projects not approved for funding							
21	19		Yes	Jun-06	Truckee River Yacht Club as Fiscal Agent for Nevada Dept. of Conservation and Natural Resources	Snapshot Day 2006	10	\$ 6,605.00		\$ 4,100.00	\$ 15,342.00	\$19,442.00
22	20		Yes	Jun-06	U.S. Fish & Wildlife Service	Assessment of Petroleum Impacts to the Truckee River from Direct Stormwater Discharges	11	\$ 30,840.00		\$ -	\$ 14,750.48	\$14,750.48
23	21	c	Yes	Jun-06	University of Nevada, Reno	Low Impact Development (LID) Demonstration and Storm Water Retention for the New Student Union at UNR	12	\$ 34,483.00		\$ -	\$ 15,517.00	\$15,517.00
24	22		n/a	Jun-06	Washoe County	McCarran Ranch: Outdoor Education and Interpretive Signage Site Planning	no					
25	23		n/a	Jul-06	Ecosystem Sciences Foundation	Truckee River Education and Outreach Program	no					
26	24		n/a	Jul-06	Placer County Department of Public Works	Interstate Storm Water Flow Mitigation Project at Brockway/Crystal Bay	no					
27	25	c	Yes	Jul-06	University of Nevada, Reno	Bioavailability of dissolved organic nitrogen originating from natural sources and wastewater in effluent in the Truckee River	13	\$ 81,093.00	\$ 250.00	\$ 20,334.00	\$ -	\$20,334.00
28	26		Yes	Nov-06	Great Basin Institute/Nevada Conservation Corps	Truckee River White Top Eradication Project at Mogul and Steamboat Creeks	14	\$ 13,692.70		\$ 5,428.80	\$ 325.00	\$5,753.80
29	27		Yes	Nov-06	Keep Truckee Meadows Beautiful	Truckee River Clean-Up Day 2007	15	\$ 24,730.00		\$ 8,248.70	\$ 24,405.00	\$32,653.70
30	28	a	Yes	Nov-06	City of Reno Public Works	Restoration of Riparian Vegetation in a Channel at Sapphire Ridge in the Chalk Creek Sub Watershed	16	\$ 18,375.00			\$ 6,125.00	\$6,125.00
31	29	d	Yes	Feb-07	City of Reno Public Works	Chalk Creek Watershed Management for Water Quality to minimize Non-Point Source Pollution from Reaching the Truckee River	17	\$ 250,000.00	\$ 1,000,000.00		\$ 62,500.00	\$62,500.00
32	30	b	Yes	Feb-07	City of Reno Public Works	Downtown Eco-Channel Construction	18	\$ 370,000.00		\$ -	\$ -	\$0.00
33	31		n/a	Feb-07	Truckee River Yacht Club as fiscal sponsor for Wallace-Kuhl & Associates	Chalk Creek NPS Abatement	no					

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2	*Completed Projects		* Projects not approved for funding									
34	32		Yes	Jun-07	Champions of the Truckee River	Truckee River Flood Management Project - Living River EIS Review	19	\$ 35,850.00	\$ 2,289.00			
35	33	a	Yes	Jun-07	Great Basin Institute/Nevada Conservation Corps	Rancho San Rafael Wetland Enhancement and Water Quality Enhancement	20	\$ 15,963.45		\$ 8,373.60	\$ 279.40	\$8,653.00
36	34		n/a	Jun-07	Pyramid Lake Paiute Tribe	Truckee River Noxious Weed Control Program	21	\$ 11,600.00	\$ 1,871.26			
37	35		Yes	Jun-07	Rainshadow Community Charter High School	The Rainshadow Effect: Water Issues - Local to Global	22	\$ 10,000.00		\$ 1,000.00	\$ 5,418.85	\$6,418.85
38	36	f	Yes	Jun-07	Tahoe Regional Planning Agency	Invasive Aquatic Species Integrated Management Strategy	23	\$ 50,000.00			\$ 12,500.00	\$12,500.00
39	37	d	Yes	Jun-07	Washoe County Department of Water Resources	Truckee River Water Quality Protection and Enhancement Project through connection of the River Oaks Subdivision to the Lawton-Verdi Wastewater Interceptor	24	\$ 292,495.00		\$ 589,600.00		\$589,600.00
40	38	f	Yes	Aug-07	Nevada Land Conservancy	Hawken Fire Restoration Effort	25	\$ 100,000.00		\$ 85,000.00	\$ 7,508.00	\$92,508.00
41	39	f	Yes	Sep-07	Nevada Land Conservancy	Hawken Fire Restoration Effort	26	\$ 189,989.00		\$ 135,111.00	\$ 7,508.00	\$142,619.00
42	40	e	Yes	Nov-07	Keep Truckee Meadows Beautiful	Truckee River Cleanup Day 2008	27	\$25,604.85		\$4,244.15	\$32,205	\$36,449.15
43	41	d	Yes	Nov-07	Great Basin Institute/Nevada Conservation Corps	Truckee River Invasive Plant Eradication & Restoration Demonstration Project	28	\$134,396			\$68,360	\$68,360.00
44	42	f	Yes	May-08	Nevada Land Conservancy	Hawken Fire Weed Monitoring, Treatment, and Re seeding	29	\$28,900		\$7,271		\$7,271.00
45	43	a	n/a	Jun-08	Washoe County Sheriff's Office	Washoe County Sheriff's Office Community Work Program Inmate and community service work crews cleaning, maintaining, and providing specified services within Washoe County on public property.	no		500	-	-	-
46	44	d	Yes	Jun-08	Washoe County Department of Water Resources	Mayberry Ranch Estates River Water Quality Improvement Project Use grants acquired from TRF to encourage homeowners to connect to the existing sewer and abandon their septic systems.	30	\$229,500	100	\$895,163.91		\$895,163.91

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47	45	f	Yes	Jun-08	City of Sparks	Pioneer Dam Modification City of Sparks as lead agency for modification of existng facility to mitigate negative impacts of Pioneer Dam diversion struction and enhance water resources of the Truckee River.	31	\$250,000		\$294,000	\$60,000	\$354,000.00
48	46	a	Yes	Jun-08	Nevada Land Conservancy	2008-09 Weed Treatments & Revegetation: Truckee River & Tributaries Facilitate weed control in Truckee Meadows as identified by Truckee Meadows Cooperative Weed Management Group's 2008 Action Plan; improving stabilization and decreasing erosion and sediment by protecting native habitat and restoring riparian areas.	32	\$112,500	1,050,000.00	\$30,000	-	\$30,000.00
49	47	e	Yes	Jun-08	Truckee Donner Land Trust	TDLT Truckee River Riparian Parcel Conservation Improvements and restoration specifically to riparian parcels held under a permanent conservaiton easement--general cleanup, debris removal, slope stabilization, signage.	33	\$7,500	1,050,000	-	\$16,100	\$16,100.00
50	48	d	Yes	Jun-08	City of Reno Public Works	Truckee River Watershed Map Web Tool Create inspired new Web-based watershed pages to compliment existing web efforts, in describing local watershed, and interconnectedness within and reliance upon the watershed.	34	\$80,000		-	\$20,000	\$20,000.00
51	49	a,c,d	cancelled	6/1/2008; resubmitted 8/1/2008	Washoe-Storey Conservation District	Crane Ditch Cleanup Demonstration Project-- Curti Ranch LID & PCSC Retrofit addresses known problems in and around the segment of Crane Ditch that travels through and around Curti Ranch Units 3-9 between Highway 342 and Steamboat Ditch.	35	\$50,000			\$27,375	\$27,375.00
52	50	a	Yes	Jun-08	The Nature Conservancy	Independence Lake Forest Management Planning Develop a forest management plan.-- supports land management actions to protect lake quality against threat of catastrophic forest fires and resulting erosion.	36	\$39,668	1,080,000	-	\$14,760	\$14,760.00

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53	51	c	Yes	Jun-08	The Nature Conservancy	Independence Lake Public Access Management Planning Develop compatible public access management plan--support land management actions that will protect Independence Lake quality against threat of incompatible public use and recreation of lake and lands.	37	\$45,510		-	\$26,445	\$26,445.00
54	52	a	yes	Aug-08	City of Reno	Oxbow Park Bank Stabilization Pursue restoration and protection of the Truckee River within the City's Oxbow Park property	38	\$207,750		\$69,250		\$69,250.00
55	53	a	Yes	Nov-08	Pyramid Lake Paiute Tribe	Aleck Streambank Restoration Improvements to streambank adjacent to agricultural lands. To protect banks from shearing from future flooding. Implementation: January 2009.	39	\$75,000		\$130,000		\$130,000.00
56	54		n/a	Nov-08	Nevada Department of Conservation and Natural Resources	9th Annual Snapshot Day (2009) Snapshot Day monitors 119 sites within the Tahoe Basin & Truckee River watersheds. Water quality samples are taken; site locations are selected to gain information on restoration projects.	no					
57	55		n/a	Nov-08	Truckee River Watershed Council	Adopt-A-Stream: Keeping an Eye on the Truckee River Continuation of existing Adopt-A-Stream program in 2009 by supporting program manager, equipment and supplies, lab analysis, and volunteer retention/recruitment/training.	no					
58	56	d	yes	Nov-08	Tahoe Regional Planning Agency	Invasive Aquatic Species Integrated Management Strategy Funding for approximately 8 boat inspectors to staff boat ramp facilities, and funding to install gates at three public boat ramps.	40	\$118,000		\$28,000	\$1,500	\$29,500.00

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59	57		n/a	Nov-08	Board of Regents NSHE	Identifying Non-Point Sources of Nutrients to the Truckee River from Groundwater in the Verdi/Mogul Area Project seeks to identify potential non-point sources of nutrients in groundwater by evaluating a large spatial array of monitoring wells for nutrient concentrations. Data will be used to help delineate hydraulic connectedness and mixing of groundwater in the Verdi/Mogul area with Truckee River surface water.	no	-				
60	58	a	Yes	Nov-08	Washoe County Sheriff's Office	WCSO Community Work Program-Truckee River Restoration Projects-Weed Control Provide inmate and community service work crews 30-40 hours per week for 8 weeks in Spring 2009 to The Nature Conservancy for revegetation and weed control.	41	\$12,280		-	\$3,600	\$3,600.00
61	59	b,d	yes	Nov-08	City of Reno Public Works	Chalk Creek Watershed TDS/Sulfate Reducing Wetland Pilot Project Pilot project to model, design, construct, and monitor a small-scale sulfate-reducing bioreactor wetland system. Project provides opportunity to evaluate efficiency at treating TDS, phosphorus, nitrogen, and selenium from Chalk Creek Watershed.	42	\$163,000			\$50,000	\$50,000.00
62	60	b,d	yes	Nov-08	City of Reno Public Works	McKinley Arts & Cultural Center LID Demonstration Project and Installation Training Retrofitting McKinley building with rain gutters to take water away from the building and solve current problems with moisture and irrigation spray; includes steps to protect the Truckee River watershed by providing key examples on stormwater treatment using natural systems.	43	\$115,500		\$300	\$55,009	\$55,309.00

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2	*Completed Projects		* Projects not approved for funding									
63	61	e	Yes	Nov-08	Keep Truckee Meadows Beautiful	Truckee River Cleanup Day 2009 Scheduled for Sept. 26, 2009; designed to raise awareness about the importance of a clean, healthy river while engaging residents in keeping the River clean.	44	\$26,975		-	\$47,599	\$47,599.00
64	62	f	Yes	Nov-08	City of Sparks	Construction of Pioneer Dam Modification Funding will go to costs associated with construction activities for improvements identified in the previous grant for this project.	45	\$500,000		\$608,000	\$50,000	\$658,000.00
65	63		Yes	Nov-08	The Nature Conservancy	Independence Lake - Forest and Wildfire Management Funding for forest and wildfire management at Independence Lake. Funding is for part of a \$2,371,108 endowment for perpetual management of the forest at Independence Lake.	46	\$237,110		-	\$153,052	\$153,052.00
66	64		n/a	Nov-08	Nevada Tahoe Conservation District	Best Management Practices Education & Outreach for the Truckee River Watershed in Washoe & Storey Counties Project will demonstrate that programs such as the successfully implemented Backyard Conservation Program could assist landowners with implementing conservation strategies within urban residential communities; also propose to develop a "Living in the Truckee River Watershed" publication that will provide references for the community to manage their property in ways that benefit the human and natural resources of the watershed.	no					

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2	*Completed Projects		* Projects not approved for funding									
67	65		n/a	Nov-08	Washoe Storey Conservation District	Double Diamonds Wetland 5 & 6: LID & Engineered Wetland Rehabilitation Rehabilitation of a 404 permitted wetland, including site survey, updating and engineering the design for US Army Corps of Engineers approval, permitting and planning, design and construction of LID into the drainage plan, and construction/revegetation of wetland with a low flow channel.	no	-				
68	66		yes	Jun-09	Nevada Land Conservancy	Scope of Work for Truckee River Ecosystem Restoration Coordination: Creation of a 5-year Weed Control and Restoration Plan for the Truckee River	47	\$10,000			\$2,500	\$2,500.00
69	67		Yes	Sep-09	Desert Research Institute	Cloud Seeding Project for Tahoe and Truckee Basins for WY2010	48	\$165,151	\$838,000	\$52,674		\$52,674.00
70	68	D	yes	Nov-09	AlpenGroup (proposal submitted by U.S. Army Corps of Engineers, Martis Creek Lake)	Eurasian milfoil removal from Martis Creek Lake. Eradicate Eurasian milfoil by using black cloth barrier method. Plan calls for treating approximately 80% of the lake area in 2010 season.	49	\$20,550		\$4,450	\$2,400	\$6,850.00
71	69	A,C,D	yes	Nov-09	Washoe County Sheriff's Office	WCSC Community Work Program-Truckee River Restoration Projects-Weed Control. Provide supervision of inmate and community service work crews 30-40 hours per week for 8 to 32 weeks in Winter/Spring 2010 to The Nature Conservancy for revegetation and weed control.	50	\$68,962.34			\$25,600	\$25,600.00
72	70	A,B,D	yes	Nov-09	Nevada Land Conservancy	2010 Weed Treatments & Revegetation: Trukee River & Tributaries. Facilitate weed control and restoration in Truckee Meadows as identified by Truckee Meadows Weed Coordinating Group's 2010 Action Plan--Verdi and upstream in NV.	51	\$125,000		\$30,000	\$1,250	\$31,250.00

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2	*Completed Projects		* Projects not approved for funding									
73	71	D	yes	Nov-09	Tahoe Resource Conservation District	Watercraft Inspection Program for the Truckee River Watershed. Initiate a coordinated, multi-party planning effort specifically intended to accelerate regional prevention and control efforts of aquatic invasive species.	52	\$231,123		\$5,000	\$75,340	\$80,340.00
74	72	A,C,D	yes	Nov-09	Keep Truckee Meadows Beautiful	Truckee River Cleanup 2010. Expanding the annual Cleanup Day to include a spring and fall cleanup.	53	\$42,050		\$14,185	\$52,830	\$67,015.00
75	73	B,C	Yes	Nov-09	City of Reno	Livestock Events Center Drainage Treatment System. Design and construction of a storm water structural control that will minimize pollutants by runoff before it enters the offsite public storm drainage system.	54	\$75,000		\$10,000	\$15,000	\$25,000.00
76	74	e	yes	May-10	The Nature Conservancy	Independence Lake Woody Fuels Reduction for Fire Resilience. Implementation of actions that reduce the risk of catastrophic fire and subsequent erosion of sediment into the lake.	55	\$50,000		\$91,492		\$91,492.00
77	75	a,b,c	yes	May-10	Truckee River Watershed Council	Truckee Wetlands Restoration Project-Phase 2. Develop a hydrologic analysis, restoration plan and design and phasing and obtain needed permits for restoration.	56	\$40,000		\$10,000	\$10,000	\$10,000.00
78	76	a,c	yes	Oct-10	Truckee River Watershed Council	Coldstream Canyon Floodplain Restoration Project. Creek and floodplain restoration in the lower reaches of Coldstream Canyon.	57	\$135,000	\$1,120,000	\$521,260		\$521,260.00
79	77	c,e	Yes	Oct-10	Board of Regents NSHE	BMP Installation and Maintenance Training. Provides field training for developers, planners, contractors, installers, inspectors, and government employees in correct selection, installation, maintenance, and inspection of construction site Best Management Practices and structural controls.	58	\$21,269		\$5,318		\$5,318.00

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2	*Completed Projects		* Projects not approved for funding									
80	78	e	yes	Oct-10	The Nature Conservancy	Independence Lake Woody Fuels Reduction for Fire Resilience - Year 3. Forest thinning on 80 acres surrounding Independence Lake for reduction of woody fuels.	59	\$60,000		\$32,000		\$32,000.00
81	79	d	yes	Oct-10	Tahoe Resource Conservation District	Truckee Regional Aquatic Invasive Species Prevention Program. Continuation of necessary development of a sustainable long-term Watercraft Inspection and Decontamination Program serving at-risk water bodies in the headwaters of the Truckee River Watershed.	60	\$296,013		\$5,000	\$69,200	\$74,200.00
82	80	a,c,d	yes	Oct-10	Washoe County Sheriff's Office	Washoe County Sheriff's Office Community Work Program - Weed Control. Supplies to effectively meet the needs of the community and the various clean up efforts performed throughout the year.	61	\$12,695			\$3,600	\$3,600.00
83	81	e	yes	Oct-10	Desert Research Institute	Cloud Seeding Project for Tahoe and Truckee Basins for WY2011	62	\$155,876		\$63,969		\$63,969.00
84	82	c,d	yes	Oct-10	Keep Truckee Meadows Beautiful	Truckee River Cleanup 2011. litter prevention and removal and community education and removal of invasive weeds along Truckee River watersheds.	63	\$42,900		\$17,700	\$63,040	\$80,740.00
85	83	b,c	yes	Feb-11	City of Reno	Livestock Events Center Drainage Treatment System Phase 2. Design and construction of a second storm water structural control that will minimize pollutants by runoff before it enters the offsite public storm drainage system.	64	\$97,500		\$12,500	\$20,000	\$32,500.00
86	84	e	Yes	Feb-11	Sierra Nevada Journeys	Watershed Education Initiative	65	\$10,000		\$6,000	\$560	\$6,560.00
87	85		n/a	Feb-11	North Tahoe Public Utility District	Secline Sewer Pump Station Rehabilitation Project. Modify current conditions of facility, extend useful life, ensure pump station meets standards.	no			\$209,723		
88	86	a,b	yes	Feb-11	River Partners	Restoration plan for UNR. Develop a habitat restoration plan for the 1,000 acre UNR Main Station Field Laboratory property.	66	\$23,990		\$6,001		\$6,001.00

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89	87		yes	Jun-11	Desert Research Institute	Integrated Water Quality Monitoring on the Truckee River. four basic components: 1) review of historic river data collected on the mainstem Truckee; 2) monthly "grab" samples at 13 locations on the mainstem of the Truckee River; 3) maintenance of one continuous monitoring site at Marble Bluff Dam; and, 4) quarterly field collection of benthic macroinvertebrates at four sites on the mainstem.	67	\$318,012		\$80,000	\$75,062	\$155,062.00
90	88	d	Yes	Sep-11	The Nature Conservancy	Preventing Aquatic Invasive Species at Independence Lake. Primary measurable outcome will be the successful deterrence of future intoriductions of AIS into Independence Lake.	68	\$28,290	\$1,026,000	\$20,135		\$20,135.00
91	89		yes	Sep-11	Keep Truckee Meadows Beautiful	Truckee River Cleanup 2012. Continue focus on litter prevention and removal and community education and removal of invasive weeds along the Truckee River.	69	\$44,950		\$17,350	\$75,500	\$92,850.00
92	90	a,b,d	yes	Sep-11	Nevada Land Conservancy	Weed Treatments & Revegetation: Truckee River & Tributaries: implement 1,125 acres and 10 trail miles of weed control and restoration as directed by the Truckee Meadows Cooperative Weed Group.	70	\$127,500		\$40,000	\$25,440	\$65,440.00
93	91	c,d,e	Yes	Sep-11	Washoe County Sheriff's Office	Community Work Program--Pollution & Weed Control: provide full time Inmate Work Program Leader to supervise inmate and community service work crews.	71	\$71,860			\$19,460	\$19,460.00
94	92		yes	Sep-11	Desert Research Institute	Cloud Seeding Project for Tahoe & Truckee Basins for WY2012: Enhance snowfall from winter storms and increase snowpack through wintertime cloud seeding technology.	72	\$154,815		\$115,691		\$115,691.00
95	93		n/a	Sep-11	Truckee Donner Land Trust	Webber Lake & Lacey Meadows Acquisition & Restoration: funding to maintain a healthy water system in the upper Truckee River watershed.	no			\$2,700,000		

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96	94	c,e	yes	Sep-11	Board of Regents, NSHE	BMP Installation & Maintenance Field Training & Classes: offer free field training to developers, planners, contractors, installers, inspectors, and government employees in 2012.	73	\$19,375		\$4,844		\$4,844.00
97	95	d	Yes	Sep-11	Tahoe Resource Conservation District	Truckee Regional Aquatic Invasive Species Prevention Program: funding for further development of an mandatory AIS prevention program, increased public outreach and enhanced environmental monitoring.	74	\$267,627		\$5,000	\$66,200	\$71,200.00
98	96	e	yes	Sep-11	Sierra Nevada Journeys	Watershed Education Initiative: in-class lessons and after-school programs that tie directly to field-based experiences within the Truckee River watershed.	75	\$10,010		\$1,872	\$1,600	\$3,472.00
99	97		n/a	Sep-11	Washoe-Storey Conservation District	Weed Abatement Program: Education, Training, Removal, & Maintenance: education & training for homeowners, developers, planners, contractors, district employees, and maintenance employees in proper identification and removal of noxious and invasive weeds.	no			\$16,000	\$28,000	
100	98		n/a	Sep-11	Great Basin Land & Water	Truckee River Instream Flow & Water Quality Enhancement: acquire roughly 900 acre-feet of Truckee River Claim 3 water rights and appurtenant lands.	no	withdrawn		\$5,300,000		
101	99	a,d	Yes	Dec-11	Nevada Land Conservancy	Caughlin Fire Emergency Watershed Stabilization & Restoration Effort	76	\$219,856			\$150,850	\$150,850.00
102	100	a,c	yes	Feb-12	Truckee River Watershed Council	Negro Canyon Restoration: Reduce Erosion to Donner Lake and the Truckee River by up to 175 tons annually.	77	\$25,000		\$253,868	\$6,000	\$259,868.00
103	101		n/a	Feb-12	Bureau of Land Management	Truckee River Restoration: small tracts of land along bank of TR managed by BLM.	no				\$85,810	
104	102		n/a	Feb-12	BOR NSHE for DRI	Watershed Based Planning Tool for the Truckee River Basin: develop a useful and efficient watershed based planning tool that will identify impaired sections of the TR and assist TRF advisors in prioritizing future projects.	no	withdrawn		\$67,155		

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105	103		n/a	Feb-12	American Rivers, with Truckee River Watershed Council and Sierra Watch	Martis Solutions Initiative: to promote informed and sensible solutions to the threat of Martis Creek Dam.	no			\$52,400	\$4,800	
106	104		Yes	Feb-12	Nevada Land Conservancy	Washoe Drive Emergency Watershed Stabiization & Restoration Effort: erosion control and emergency watershed protection measure in three priority areas.	78	\$115,000			\$38,530	\$38,530.00
107	105	a,e	Yes	Feb-12	Truckee River Watershed Council	Lacey Creek and Meadow Assessment: recommend restoration projects and management practices in the headwaters of the Little Truckee River.	79	\$50,000		\$8,500,000		\$8,500,000.00
108	106	e	yes	Aug-12	The Nature Conservancy	Independence Lake Woody Fuels Reduction for Fire Resilience--Yr 3 Supplemental Funding: implement forest thinning and woody fuels reduction on 80 acres surrounding Indepdences Lake Preserve.	80	\$30,000		\$43,740		\$43,740.00
109	107	a,c	yes	Aug-12	Truckee River Watershed Council	Phase 2 Coldstream Canyon Floodplain Restoration: reduce erosion to the Truckee River through restoring a stream reach of Coldstream Canyon	81	\$196,000		\$772,760		\$772,760.00
110	108		n/a	Aug-12	Truckee River Watershed Council	Negro Canyon Restoration: Reduce Erosion to Donner Lake and the Truckee River by up to 175 tons annually.	no			\$253,868	\$6,000	
111	109		n/a	Aug-12	League to Save Lake Tahoe	Pipe Keepers/Storm Drain Monitoring & Marking Project: group of volunteers coordinated by Americorp members; will monitor water flowing out of storm drains unfiltered into Lake Tahoe.	no			\$32,646	\$40,000	
112	110	c,d,e	yes	Aug-12	Washoe County Sheriff's Office	Community Work Program--Pollution & Weed Control	82	\$68,250			\$21,600	\$21,600.00
113	111	d	yes	Aug-12	Friends of Nevada Wilderness	Mt Rose Noxious Weed Monitoring & Treatment: treat approximately 50 acres of noxious weeds on Humbolt-Toiyabe National Forest lands	83	\$13,225		\$7,020	\$4,250	\$11,270.00
114	112	e	yes	Aug-12	Sierra Nevada Journeys	Watershed Education Initiative: deliver educational programs to youth in the Reno area to inspire students to learn about their local Watershed and emplover them to protect/enhance river quality.	84	\$12,690		\$3,422	\$600	\$4,022.00

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115	113		n/a	Aug-12	Pyramid Lake Paiute Tribe	Fellnagle Fish Passage Improvement Project: improve fish passage from Fellnagle dam and irrigation diversion by stabilizing streambank and decreasing erosion/pollution.	no			\$445,000	\$5,000	
116	114		n/a	Aug-12	Town of Truckee	Truckee Storm Water System Retrofit Project: install structural and/or LID improvements to treat storm water runoff in high priority drainages.	no			\$32,500	\$30,000	
117	115	c,d	yes	Aug-12	Keep Truckee Meadows Beautiful	Truckee River Cleanup Day 2013	85	\$46,450		\$16,250	\$77,450	\$93,770.00
118	116	d	yes	Aug-12	Tahoe Resource Conservation District	Truckee Rgional Aquatic Invasive Species Prevention: support TRCD's efforts to prevent AIS infestation in Truckee Regional waters	86	\$179,455	\$ 851,000.00	\$70,000	\$54,200	\$124,200.00
119	117	E	Yes	Feb-13	The Nature Conservancy	Reduce woody fuel loading and reduce risk of severe wildfire around Independence Lake.	87	\$41,300		\$20,650		\$20,650.00
120	118	A,C	yes	Feb-13	Truckee River Watershed Council	Middle Martis Wetland Restoration-planning & design.	88	\$120,000		\$60,000	\$200,000	\$260,000.00
121	119	A,E	yes	Feb-13	City of Reno	Hazardous tree removal at Oxbow Park	89	\$32,250			\$16,531	\$16,531.00
122	120	A,E	Yes	Feb-13	City of Reno	Truckee River bank stabilization at Crooked Mile	90	\$30,615		\$18,175	\$2,988	\$21,163.00
123	121	D	n/a	Feb-13	BoR NSHE for UNR Cooperative Extension	Aquatic Invasive Species Education and Outreach for Nevada	no			\$23,581	\$3,000	
124	122	A,C	Yes	Feb-13	Truckee River Watershed Council	Truckee River Big Chief Corridor-Implementation	91	\$11,000		\$344,000		\$344,000.00
125	123	A,C,E	n/a	Feb-13	The Nature Conservancy	Truckee River Restoration Project-Hoss Property Acquisition	no			\$35,500		
126	124	D	n/a	Feb-13	Tahoe Resource Conservation District	Truckee River Eurasian Watermilfoil Removal	92	\$43,062		\$13,855	\$3,500	\$17,355.00
127	125	E	yes	Feb-13	Sierra Nevada Journeys	Sierra Nevada Journeys' Watershed Education Initiative	93	\$16,050		\$4,594	\$1,000	\$5,594.00
128	126	C, D, E	yes	Aug-13	Keep Truckee Meadows Beautiful	Truckee River Youth Education/Invasive Weed Pull/Cleanup 2014	94	\$57,050		\$47,330	\$77,210	\$124,540.00
129	127	C, D	n/a	Aug-13	Washoe County Sheriff's Office	Community Work Program - Pollution & Weed Control	no	withdrawn			\$13,440	
130	128	A,C		Aug-13	Truckee River Watershed Council	Truckee River Big Chief Corridor-Restoration	95	\$150,000		\$355,000	\$25,000	\$380,000.00

	A	B	C	D	E	F	G	H	I	M	N	O
1	Project #	Category	Project Complete?	Proposal Date	Grantee	Grant Description	Funded	Resolution Amount	Gift Received to Fund	Match - Monetary	Match - In Kind	Match total
2	*Completed Projects		* Projects not approved for funding									
131	129	A,D	yes	Aug-13	Nevada Land Trust	Weed Treatments & Revegetation: Truckee River & Tributaries:	96	\$65,050		\$20,000	\$5,000	\$25,000.00
132	130	D	yes	Aug-13	Friends of Nevada Wilderness	Mt. Rose Noxious Weed Monitoring & Treatment	97	\$10,896		\$6,600	\$4,250	\$10,850.00
133	131	E	yes	Aug-13	Sierra Nevada Journeys	Sierra Nevada Journeys' Watershed Education Initiative	98	\$24,200		\$7,050	\$1,600	\$8,650.00
134	132	A	n/a	Aug-13	Town of Truckee	Trout Creek Restoration-Lower Reach 1	no			\$897,504		
135	133	D	yes	Aug-13	Tahoe Resource Conservation District	Truckee Regional Aquatic Invasive Species Prevention Program	99	\$115,000		\$16,546	\$55,780	\$72,326.00
136	134	E		Aug-13	City of Reno	Reducing non-point source pollution to the Highland Canal	100	\$400,000	845,000	\$243,000	\$20,000	\$263,000.00
137	135	D	yes	Aug-13	Nevada Department of Wildlife	New Zealand Mud Snail & Aquatic Invasive Species Outreach for the Truckee River	101	\$45,413			\$11,355	\$11,355.00
138	136	C,D	yes	Feb-14	Washoe County Sheriff's Office	Community Work Program - Pollution & Weed Control	102	\$62,885			\$20,400	\$20,400.00
139	137	C	yes	Feb-14	Nevada Land Trust	Alum Creek Water Quality Improvement	103	\$60,000		\$3,360	\$30,984	\$34,344.00
140	138	E	n/a	Feb-14	The Nature Conservancy	Truckee River Watershed Restoration - Forest Thinning at Independence Lake Preserve 2014	no			\$50,000		
141	139	D	Yes	Feb-14	Town of Truckee	Town of Truckee Watercraft Inspection Program	104	\$10,000		\$20,000		\$20,000.00
142	140	E		Feb-14	Sierra Nevada Journeys	Sierra Nevada Journeys' Watershed Education Initiative	105	\$23,750		\$8,150	\$2,000	\$6,150.00
143	141	D		Feb-14	Tahoe Resource Conservation District	Truckee River Eurasian Watermilfoil Survey and Removal	106	\$59,860			\$44,635	\$44,635.00
144	142	A,B,C	yes	Feb-14	Truckee River Watershed Council	Truckee Wetlands Restoration Project-Phase 3,4&5 - Design	107	\$50,000			\$19,000	\$19,000.00
145	143	A,C,D	n/a	Aug-14	Washoe-Storey Conservation District	Tenaya Creek-Wetland Restoration and Enhancement: Weed Abatement; Flood Attenuation, Education, Training	no			\$25,000	\$86,941	
146	144	B,C		Aug-14	City of Reno	Reducing non-point source pollution to the Highland Canal	108	\$329,000	\$ 800,000.00	\$250,000	\$20,000	\$270,000.00
147	145	E	yes	Aug-14	Sierra Nevada Journeys	Sierra Nevada Journeys' Watershed Education Initiative	109	\$23,900		\$3,938	\$6,840	\$10,088.00
148	146	E	Yes	Aug-14	Tahoe Pyramid Bikeway	Graffiti and trash removal along Truckee River	110	\$ 4,660.00			\$ 1,570.00	\$1,570.00
149	147	E		Aug-14	The Nature Conservancy	Optimizing Restoration Investments in the Truckee Watershed	111	\$ 50,000.00		\$ 58,075.00		\$58,075.00

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1	Project #	Category	Project Complete?	Proposal Date	Grantee	Grant Description	Funded	Resolution Amount	Gift Received to Fund	Match - Monetary	Match - In Kind	Match total
2	*Completed Projects				* Projects not approved for funding							
150	148	B,C	yes	Aug-14	Truckee River Watershed Council	Donner Basin Watershed Assessment	112	\$ 70,000.00		\$ 25,000.00		\$25,000.00
151	149	D		Aug-14	League to Save Lake Tahoe	Eyes on the Lake Truckee River Watershed Volunteer Invasive Species Monitoring	113	\$ 18,000.00		\$ 11,400.00	\$ 2,750.00	\$14,150.00
152	150	C,D		Aug-14	Tahoe Resource Conservation District	Truckee River Native and Non-native Aquatic Plant and Trash Survey	114	\$ 49,000.00			\$ 15,000.00	\$15,000.00
153	151	B,C,E		Aug-14	City of Reno	Virginia Lake Water Quality Improvement Project Monitoring and Public Education	115	\$ 18,820.00		\$ 32,000.00	\$ 48,301.00	\$78,301.00
154	152	A,C		Aug-14	National Forest Foundation	Alder Creek Trail Watershed Rehabilitation Project	no			\$ 50,000.00	\$ 154,800.00	
155	153	D	yes	Aug-14	Friends of Nevada Wilderness	Mount Rose Noxious Weed Monitoring and Treatment #3	116	\$ 15,807.00		\$ 12,800.00	\$ 3,700.00	\$16,500.00
156	154	C,D,E	yes	Aug-14	Keep Truckee Meadows Beautiful	Watershed Youth Education, Invasive Weed Pull & River Cleanup 2015	117	\$ 46,000.00		\$ 23,800.00	\$ 92,740.00	\$116,540.00
157	155	D	n/a	Aug-14	Great Basin Institute	Nevada Conservation Corps Truckee River Eurasian Watermilfoil Removal	no				\$ 8,560.00	
158	156	C		Feb-15	Keep Truckee Meadows Beautiful	Truckee River Corridor Management Plan	118	\$ 90,000.00		\$ 22,000.00	\$ 1,500.00	\$23,500.00
159	157	C	yes	Feb-15	City of Reno	Truckee River Cleanup Crew	119	\$ 104,235.00			\$ 38,094.00	\$38,094.00
160	158	E	yes	Aug-15	Sierra Nevada Journeys	Watershed Education Initiative	120	\$ 28,484.00	\$ 850,000.00	\$ 6,250.00	\$ 7,200.00	\$13,450.00
161	159	A,C	n/a	Aug-15	National Forest Foundation	Alder Creek Trail Watershed Restoration Project	no				\$ 210,400.00	
162	160	A,C		Aug-15	Truckee River Watershed Council	Johnson Canyon Westside Restoration	121	\$ 25,000.00		\$ 79,000.00	\$ 6,000.00	\$85,000.00
163	161	C		Aug-15	TRI General Improvement District	Preliminary Design Report & Engineering-TMWRF at TRI	no					
164	162	D	yes	Aug-15	Nevada Tahoe Conservation District	Rosewood & Third Creeks Invasive Weed Removal	122	\$ 7,350.00		\$ 9,850.00	\$ 2,500.00	\$12,350.00
165	163	D		Aug-15	Tahoe Resource Conservation District	Truckee River Watershed AIS Prevention & Control	123	\$ 112,000.00		\$ 50,000.00		\$50,000.00
166	164	A,B,C		Aug-15	City of Reno	Cemetery Drain Water Quality, Erosion Control/Drainage	124	\$ 77,500.00		\$ 37,971.00	\$ 15,000.00	\$52,971.00
167	165	C,D	yes	Aug-15	Keep Truckee Meadows Beautiful	Truckee River Cleanup/Invasive weeds 2016	125	\$ 48,325.00		\$ 40,500.00	\$ 68,500.00	\$109,000.00
168	166	B,C	yes	Aug-15	City of Reno	Virginia Lake Water Quality Improvements	126	\$ 100,000.00		\$ 150,000.00	\$ 47,420.00	\$197,420.00
169	167	E	yes	Feb-16	Sierra Nevada Journeys	Watershed Education Initiative	127	\$ 33,041.00		\$ 7,250.00	\$ 10,440.00	\$17,690.00
170	168	D	yes	Feb-16	Friends of Nevada Wilderness	Mount Rose Noxious Weed Monitoring and Treatment #4	128	\$ 21,002.00		\$ 6,000.00	\$ 8,640.00	\$14,640.00
171	169	C		Feb-16	City of Reno	Truckee River Cleanup Crew Yr. 2	129	\$ 47,787.00		\$ 46,187.00	\$ 22,782.00	\$68,969.00

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1	Project #	Category	Project Complete?	Proposal Date	Grantee	Grant Description	Funded	Resolution Amount	Gift Received to Fund	Match - Monetary	Match - In Kind	Match total
2	*Completed Projects				* Projects not approved for funding							
172	170	A,B,C	yes	Feb-16	Mountain Area Preservation Foundation	Trout Creek Pocket Park & Restoration Initiative	130	\$ 25,000.00		\$ 168,750.00	\$ 5,500.00	\$168,750.00
173	171	A,C		Feb-16	Truckee River Watershed Council	Johnson Canyon Westside Restoration-Construction	131	\$ 67,000.00		\$ 79,000.00	\$ 6,000.00	\$85,000.00
174	172	E		Feb-16	Truckee Donner Land Trust	Webber Lake Little Truckee Headwaters Timber Management	no			\$ 18,750.00		
175	173	C,E	yes	Feb-16	Tahoe Fund	Take Care-Truckee River	132	\$ 9,354.00			\$ 6,465.00	\$6,465.00
176	174	E		Feb-16	USDA Forest Service, Tahoe National Forest, Truckee Ranger District	Prosser WUI Fuels Reduction Project	no				\$ 67,700.00	
177	175	C		Aug-16	Desert Research Institute	Modeling, Monitoring, and Social Assessment of Water Quality in Upper Truckee River Basin	no				\$ 26,657.00	
178	176	C,D		Aug-16	Keep Truckee Meadows Beautiful	2017 Spring Invasive Weed Pull & Fall Cleanup	133	\$ 60,625.00		\$ 15,000.00	\$ 104,300.00	\$119,300.00
179	177	A,B,C		Aug-16	Truckee River Watershed Council	Donner Creek Bank Stabilization Downstream of Railroad Culvert--final design	134	\$ 90,000.00		\$ 260,000.00	\$ 600.00	\$260,600.00
180	178	A,B,C		Aug-16	Truckee River Watershed Council	Donner Creek Concept Design	135	\$ 40,000.00		\$ 640,000.00	\$ 9,000.00	\$649,000.00
181	179	E	Yes	Aug-16	Sierra Nevada Journeys	Watershed Education Initiative	136	\$ 28,446.00		\$ 6,250.00	\$ 9,000.00	\$15,250.00
182	180	A,D,E		Aug-16	Nevada Land Trust	One Truckee River Phase 1 Implementation	137	\$ 98,534.00		\$ 14,604.00	\$ 12,000.00	\$26,604.00
183	181	E		Aug-16	Truckee Donner Land Trust	Webber Lake Little Truckee Headwaters Management	138	\$ 75,000.00		\$ 18,750.00		\$18,750.00
184	182	A,D		Aug-16	Nevada Tahoe Conservation District	Rosewood & Third Creeks Invasive Weed Removal, phase 2	no			\$ 32,600.09	\$ 3,000.00	
185	183	C	yes	Feb-17	City of Reno	Truckee River Cleanup	139	\$ 28,694.00		\$ 59,554.00	\$ 17,491.00	\$77,045.00
186	184	E	yes	Feb-17	Sierra Nevada Journeys	Watershed Education Initiative	140	\$ 32,998.00		\$ 2,610.00	\$ 10,440.00	\$13,050.00
187	185	D	yes	Feb-17	Friends of Nevada Wilderness	Mount Rose Noxious Weed Monitoring and Treatment #5	141	\$ 22,405.40		\$ 12,232.00	\$ 8,640.00	\$20,872.00
188	186	E		Feb-17	Sierra Business Council	Lake Tahoe Water Trail Educational Wayfinding Interpretive Signage	no					
189	187	A,C,E	yes	Feb-17	The Nature Conservancy	Landscape Conservation Forecasting for the Truckee River Watershed	142	\$ 60,000.00		\$ 25,000.00	-	\$25,000.00
190	188	A,C, E	yes	Feb-17	Nevada Land Trust	One Truckee River Phase 1 Action	143	306,220 W/ \$50k contingent on raising add'l \$50k		\$ 75,614.00	\$ 27,500.00	\$103,114.00
191	189	A,B, C	yes	Feb-17	Truckee River Watershed Council	Big Chief: F4M Restoration Culvert Outflows	144	\$ 50,000.00		-	\$ 15,000.00	\$15,000.00

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2	*Completed Projects				* Projects not approved for funding							
192	190	E		Aug-17	Sierra Nevada Journeys	Watershed Education Program	145	\$ 35,065.00		\$ 2,700.00	\$ 10,200.00	\$12,900.00
193	191			Aug-17	City of Reno	Invasive Weed Removal - Reno Park Property	no					
194	192	A,B,C		Aug-17	Truckee River Watershed Council	Truckee River Tributaries Sediment Reduction Project	146	\$ 165,000.00		\$ 41,250.00	\$ 900.00	\$42,150.00
195	193	C,D		Aug-17	Keep Truckee Meadows Beautiful	2018 Spring Invasive Weed Pull & Fall Truckee River Cleanup	147	\$ 69,760.00		\$ 15,000.00	\$ 29,932.00	\$44,932.00
196	194			Aug-17	Sierra Nevada Alliance	Sierra Nevada Americorps Partnership (SNAP)	no					
197												
198						TOTAL FUNDING AMOUNT:		\$ 12,190,125.23				\$20,620,493.49
199												



STAFF REPORT

TO: Board of Directors
THRU: Mark Foree, General Manager
FROM: Laine Christman, Resource Economist/Conservation Administrator
DATE: February 13, 2018
SUBJECT: **Discussion and action, and possible direction to staff regarding the adoption of the Drought Contingency Response Plan**

Summary

- TMWA has completed a two-year, Drought Contingency Planning project sponsored through a Bureau of Reclamation grant.
- The project is a technical assessment of TMWA's resiliency to simulated extreme droughts that could potentially result from a changing climate.
- The study evaluates the drought scenario within a Decision Support System model which balances monthly water supplies against customer demands.
- The model estimates the potential benefit of enhanced conservation during months when drought reserves are needed (i.e. Drought Situation level 2-4).
- Relevant stakeholders' input was included in the study via a Drought Planning Task Force.¹
- The results indicate no shortages would occur over the course of the drought period.
- The results suggest that *regardless* of customers' ability to reduce water usage, available water supplies would be sufficient to meet demands over the 15-year simulated drought.
- The report of this project will be submitted to the Bureau of Reclamation in March, 2018 to complete the financial assistance agreement.

¹ The Task Force is a broad representation of municipal agencies, customer classes, and subject matter experts.

Background

In 2015, TMWA was awarded a grant under the WaterSmart Drought Contingency Planning (“DCP”) grant program. The scope of this two-year project was to engage in a technical assessment of TMWA’s ability to contend with a drought resulting from potential watershed-level changes to the climate. The objectives of the study are to: (1) utilize the most up-to-date scientific data on potential future droughts; (2) work with local stakeholders and agencies to define the potential risks and vulnerabilities associated with climate change; (3) develop a quantitative model to evaluate water supply and demand given TMWA’s operational constraints; and (4) estimate the benefit that conservation has on TMWA’s water supply operations during drought.

Discussion

The DCP project is a technical assessment of TMWA’s ability to meet customer demands given (1) reduced water supplies under an extreme drought scenario and (2) the level of enhanced conservation implemented during times when drought reserves are needed. The study is a collaborative effort between TMWA, the University of Nevada, Reno (“UNR”), Desert Research Institute (“DRI”), the U.S. Geological Survey (“USGS”), as well as, other relevant stakeholder groups. The Task Force defined the risks and vulnerabilities posed by climate change to the local water supplies. TMWA used a 15-year hydrologic scenario developed by the Water for the Seasons (“WftS”) research team, which detailed a potential future drought that could occur in the next few decades. The WftS group is composed of various experts from UNR, DRI, and the USGS. The study developed a Decision Support System (“DSS”) model that considers monthly water supply operations in response to the WftS’s drought scenario. Within the DSS model, a specific reduction in customer demands can be triggered when Drought Situation levels 2-4 are present. This feature is designed to mimic enhanced conservation programs TMWA may take during such situations. The model’s design allows for investigating into whether or not likely available water supplies would be sufficient to meet monthly demands during the drought period. The model also allows for estimating the potential benefit a targeted reduction in customers’ demands (yielded from enhanced conservation) has on ensuring no shortages occur over the course of the drought period.

The model results show that water shortages would not occur under the simulated climate change and drought scenario. These results hold *regardless* of whether reductions to customer demands could be achieved during times when drought reserves would be needed. It also indicates

drought reserves account for as little as zero, to as much as 26 percent of total supply, and are not required until the third year of the drought. The results also indicate artificial recharge, as part of TMWA’s conjunctive management strategy, has the potential to occur in every year of the study period. Below is a table of risks and vulnerabilities outlined by the Task Force and the results of the model as related to those issues.

Table 1: Model Results Related to Risks and Vulnerabilities Associated with Drought

Risks / Vulnerabilities	Model Results
Water Supply Shortages	Risk of a water supply shortage in the near-term is unlikely given the drought scenario considered.
Inability to fill upstream reservoirs	Results indicate reservoirs would sufficiently fill during every year of the scenario and would help to offset reduced Floriston Rate flows during dry years.
Inability to capture runoff when it is available	The model indicates sufficient runoff retention is possible while still complying with all operational requirements.
Adequacy of groundwater supplies	The model results indicate that TMWA’s current groundwater rights and well extraction capacities are adequate to meet peak demands during every year of the scenario.
Inability to artificially recharge groundwater supplies	The model suggests artificial recharge of underground aquifers could take place in every year of the study period with the potential to store an average of 5,000 acre-feet of treated surface water annually.
Inefficient conservation policy	The results indicate while enhanced conservation during Drought Situation levels 2-4 reduces the amount of groundwater and drought reserves required during a Drought Situation, reductions in customer demands would not be critical to preventing water shortages given the scenario considered.
Water demand hardening	Given the model’s results that indicate enhanced conservation during Drought Situations is not critical to preventing shortages over the simulated drought, the risk of water demand hardening (while a possibility over the study period) is not a concern from a drought management perspective.

Truckee Meadows Water Authority

Drought Contingency Plan: Technical Assessment



Truckee Meadows Water Authority Drought Contingency Plan: Technical Assessment

February 2018

Disclaimer

This report details the Drought Contingency Planning study that was funded jointly by Truckee Meadows Water Authority (“TMWA”) and the U.S. Department of the Interior Bureau of Reclamation under the WaterSmart: Drought Contingency Planning Grant for Fiscal Year 2015 (No. R15AP00077). The study was a collaborative project between Truckee Meadows Water Authority, the University of Nevada, Reno, the Desert Research Institute and the U.S. Geological Survey. This study was a technical assessment of Truckee Meadows Water Authority’s Drought Contingency Plan, which is part of TMWA’s Water Resource Plan, under potential drought conditions resulting from climate change. The report does not represent a statement of policy or position by Truckee Meadows Water Authority. This study uses a hydrologically-plausible drought scenario which was designed to stress water resource allocations. However, it is hypothetical in nature and actual management decisions regarding allocations of sources of supply are expected to vary given factors not captured in the study. Results of this study are to be included in the 2020 Water Resources Plan.

Executive Summary

The scope of Truckee Meadows Water Authority’s (“TMWA”) Drought Contingency Planning study was to investigate TMWA’s ability to supply customers water during a drought resulting from potential changes to the climate, over the next few decades. The study utilizes a hydrologically-plausible drought scenario that could occur in the near-term within the framework of a quantitative model that balances TMWA’s water supplies and customer demands, given a set of operational constraints. The model can indicate if a potential water shortage could occur over the study period, as well as, estimate the potential benefit reductions in water demand during a drought have to TMWA’s water supply operations.

Overall, the model indicates TMWA can feasibly operate through such a drought, i.e., the results show that no shortage occurring over the course of the study period. The results suggest when TMWA’s primary water resource, surface water, is limited, groundwater would play a critical role in meeting demands during drought. However, the model indicates there is still potential for artificial recharge of groundwater aquifers in every year of study period during times when surface water is plentiful. The model also suggests, despite reduced inflows into TMWA’s upstream reservoirs due to dry conditions, accumulation of surface water storage is projected to build over the study period. In combination with groundwater, the results suggest these drought reserves would help to meet demands during drought years.

The initial model imposes a 10% reduction in customer demands when a Drought Situation Level 2-4 exists. Under this model no shortages would occur. An alternative model was specified in which reduction in demands would only occur if a shortage was imminent. Under this alternative model, the results suggest no shortages would occur as well. Comparison of the two models indicates that enhanced conservation during drought is not critical to averting a water shortage, however, it does reduce the amount of groundwater and drought reserves required to meet demands.

Introduction

This study is a technical assessment of TMWA conservation actions in response to drought resulting from changes to the climate within the next fifteen years. The objectives of the study are: (1) to utilize the most up-to-date scientific data on potential future droughts within the Truckee River Basin; (2) to work with local stakeholders and municipalities to define relevant risks and vulnerabilities; (3) to develop a quantitative model to balance water supplies and demands given TMWA's operational constraints; and (4) to estimate the benefit reductions in water demand during a drought (i.e., enhanced conservation actions) have to TMWA's management of its water resources.

Truckee Meadows Service Area

TMWA was formed in 2001 via an interlocal agreement among Washoe County, the City of Reno, and City of Sparks. TMWA serves municipal water to approximately 400,000 residents via 123,000 service connections within the Truckee Meadows Service Area ("TMSA"). The TMSA, which is situated at the eastern base of the Sierra Nevada Mountains, is primarily classified as a high desert environment. Its primary water supply comes from the snow-fed Truckee River. The Truckee River originates in California at Lake Tahoe and flows out of the Sierra Nevada through the Truckee Meadows to its terminus, Pyramid Lake. Figure 1 provides an overview of the Truckee River watershed as well as the TMSA. The Truckee River provides water for the northern Nevada municipalities of Reno, Sparks, and Washoe County. Lake Tahoe is the largest storage reservoir on the Truckee River system. Water from Lake Tahoe is also used by commercial interests in the largest industrial park in the United States located in nearby Storey County, feeds agricultural production and livestock grazing in the Truckee Meadows and Lahontan Valley region, as well as irrigation and fisheries for the Pyramid Lake Paiute Tribe. TMWA uses its Truckee River diversions conjunctively with groundwater resources located throughout the TMSA. TMWA also stores surface water in several reservoirs located upstream of the TMSA. TMWA owns the water rights in Donner and Independence Lakes. TMWA also has a Federal storage contract, which allows it to store water in Boca Stampede, and Prosser Creek reservoirs and Lake Tahoe.

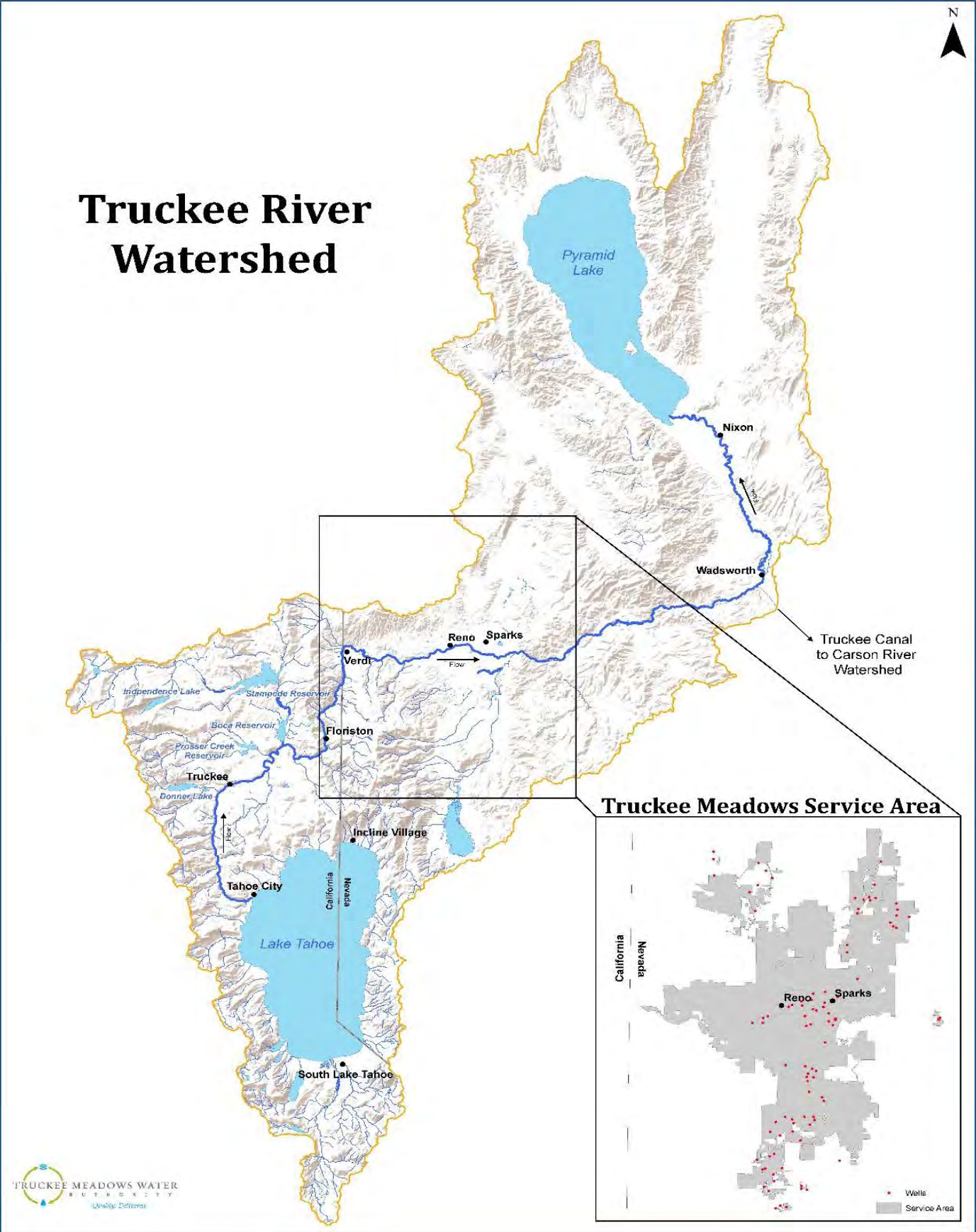


Figure 1: Overview of Truckee River Watershed

Truckee River Operating Agreement

On December 1, 2015, TMWA began operating under the Truckee River Operating Agreement (“TROA”) which solidified the interstate allocation of water between Nevada and California as provided in the Truckee-Carson-Pyramid Lake Water Rights Settlement Act (“Settlement Act”).¹ TROA modified existing operations of the Truckee River and associated reservoirs by establishing a framework that allows for greater flexibility in management of those surface waters. Greater flexibility in how the river and reservoirs can be operated allows for a significant increase in the amount of surface water TMWA can store for drought resiliency.

Contending with Drought

The annual flow of water from the Truckee River system is dependent upon the amount and size of the snowpack deposited in the Tahoe and Truckee River Basins (which is highly variable year-to-year). Discharge data for the Truckee River (1909 through present) and tree-ring studies within the Tahoe and Truckee River Basins show that droughts can vary from a few years up to ten years in duration. According to TROA, Drought Situation means:

A situation under which it is determined by April 15, based on the April 1 Natural Resources Conservation Service median forecast in combination with runoff forecasts as set forth in TROA Section 3.D, either that there will not be sufficient **Floriston Rate Water** to maintain **Floriston Rates** through October 31, or the projected amount of **Lake Tahoe Floriston Rate Water** in Lake Tahoe, and including **Lake Tahoe Floriston Rate Water** in other **Truckee River Reservoirs** as if it were in Lake Tahoe, on or before the following November 15 will be equivalent to an elevation less than 6,223.5 feet Lake Tahoe Datum”. (p. 24)

Therefore, while the region could be experiencing below-average precipitation, a Drought Situation may or may not be declared due to the amount of Floriston Rate Water available in Tahoe and other reservoirs. Historical discharge data also shows recovery from droughts, when reservoirs refill to normal levels, could take one to several years.

During an extended drought period, TMWA’s drought reserves are not always required. Reserves may only be needed to help meet customer demands during critically dry Drought Situations within a multi-year drought period. Data on recent drought periods show drought reserves are typically not required until the third year of a multi-year drought. TMWA has considered the hydrology of 1987-1994 (the worst drought on record) in planning for drought. However, TMWA continually monitors climate change studies and analyzes how different climate change scenarios may affect water resources. TMWA’s Drought Contingency Plan considers climate change scenarios, the associated risk and vulnerabilities within the TMSA, and subsequent mitigation and response actions to regional drought.

¹ Public Law No. 101-618, Nov. 16, 1990.

Drought Monitoring

Introduction

TMWA monitors snowpack, precipitation, surface water and groundwater data in the Truckee River Basin to ensure that it is prepared for changing hydrologic conditions.

Methods

All TROA parties and the Federal Water Master utilize RiverWare software to model operation of the Truckee River system for the year. This process takes into consideration all relevant operations criteria and utilizes the April 1 Natural Resources Conservation Service median forecast in combination with runoff forecasts based upon median climatic conditions for basins and periods not included in the Natural Resources Conservation Service median forecast.

Results

RiverWare models produce daily projections of Truckee River flows and reservoir levels over the course of the year. This information is used to aid in determining the sufficiency of future quantities of surface water that would be available to meet customer demands over the year.

Risk and Vulnerability Assessment

Introduction

Exposure to extended periods of drought has associated risks and vulnerabilities to the local community. Changes in the climate globally are expected to increase temperatures within the Truckee Meadows region (BOR, 2015). This could potentially alter the severity and duration of drought within the watershed. The potential effects of climate change on the regional drought cycle are related to increased regional temperatures and annual precipitation cycle changes. Increases in temperature and changes in the form, quantity and timing of precipitation create challenges to the management of water resources, specifically in capturing, storing and delivering water when it is needed. Regionally, the largest risk from climate change to water resource management is uncertainty regarding future water supplies. Risks to water supplies have associated adverse impacts, such as declines in economic viability, damage to property and assets, and environmental and recreational degradation. These vulnerabilities are exacerbated as uncertainty regarding the availability and reliability of future water supplies grows.

To further define the risks of climate change to the local water supply, TMWA formed a Drought Planning Task Force (“Task Force”). The Task Force is a broad representation of municipal agencies, customer classes, and subject matter experts. The goal of the Task Force was to identify these risks and vulnerabilities and discuss how they could impact TMWA’s ability to meet customer demands over the long term. Table 1 provides a list of the risks and vulnerabilities identified by the Task Force.

Table 1. List of Risk and Vulnerabilities within the Truckee Meadows Service Area

1.	Water supply shortages
2.	Inability to fill upstream reservoirs
3.	Inability to capture runoff when it is available
4.	Adequacy of groundwater supplies
5.	Inability to artificially recharge groundwater resources
6.	Inefficient conservation during drought
7.	Water demand hardening

Surface water supplies, reduced snowpack and the inability to capture runoff to fill reservoirs were identified as the greatest risks to regional water supplies by the Task Force. Overall, there were concerns that temperature increases could lead to a consistently below-average snowpack, thus decreasing the total runoff available to TMWA. There were also concerns that increased temperatures could change the timing of runoff leading to problems with capturing water when it is available. Task Force members were concerned that under these conditions, TMWA’s available water resources would not be sufficient to meet demands over an extended drought period.

The risk of depletion of groundwater supplies was identified. Members were concerned increased temperatures and decreased precipitation could reduce natural recharge in groundwater basins TMWA uses for supply. Moreover, there were concerns that should surface water availability become problematic, groundwater would be too heavily relied upon during times of drought. There were also concerns that reduced surface water flows might hinder TMWA’s ability to use aquifer storage and recovery as part of its conjunctive management strategy.

With respect to a conservation policy for drought response, concerns among Task Force members were divided. Some members were concerned that TMWA’s conservation response during the recent 2015 drought might not be adequate to manage through a drought beyond that of record. Alternatively, other members raised concerns that more aggressive a conservation campaign during a Drought Situation might lead to unnecessarily drastic cutbacks by customers. Those members stated that too much conservation by customers could lead to irreparable harm to landscape assets due to underwatering, or result in customers engaging in costly retrofitting projects on their property (e.g., replacing turf with xeriscape, installing low-flow fixtures and appliances, etc.). Additionally, concerns were raised that demand hardening might occur if drastic conservation actions are taken by customers early in the drought².

Methods

Scenario-based planning in water resource management can be highly effective for long-term planning and decision-making when uncertainty about future outcomes is high (BOR, 2015). Tabletop exercises have been recommended as a method to practice, test and improve response plans against likely drought scenarios (EPA, 2010; EPA, 2016). To investigate the extent to which these risks and vulnerabilities might be exacerbated by drought resulting from climate change, TMWA developed such an exercise. The purpose of the exercise was to simulate

² Demand hardening is defined as the inability for customers to comply with watering restrictions when such restrictions are required to deal with extended periods of drought (Alliance for Water Efficiency, 2016).

water supply operations given a hypothetical drought scenario that may occur over the next few decades. This exercise allowed for the estimation of the impact such a drought could have to TMWA's water supplies. It would also allow for the estimation of the benefit various levels of conservation would have to water supplies during the scenario. To do this, TMWA developed a Decision Support System ("DSS") model.

The Model

In partnership and collaboration with the University of Nevada, Reno, the Desert Research Institute, and the U.S. Geological Survey, TMWA updated a DSS model originally created for TMWA in 2006 (Stoddard, 2006).³ The DSS is a network flow model that moves water supplies from one node to another node via an arc. The node-to-node transfers equate to a decision to move water from a given "source" node to a "demand" node within a specific timeframe. Each node-to-node transaction has an associated priority weight which equates to the preference for using different sources of supply. For example, within the DSS, using Floriston Rate Water from the Truckee River is most desirable and therefore has the most preferred priority weight. Alternatively, within the model using drought reservoirs is only preferred when the available supply from all other sources is not enough to meet demands, thus it has the least desirable priority weight. This framework allows TMWA to investigate how levels of reductions in demand, resulting from conservation, benefit TMWA's water supply operations. To measure the benefit conservation has to water supplies, a specific level of conservation (i.e. a specific reduction in demand) is imposed during times when drought supplies are being used.

The underlying solver of the DSS is a Linear Program (LP). Many water resource planning problems have been formulated using an LP approach (Hsu, Cheng, 2002). The LP achieves an optimal solution by minimizing the overall objective function of priority weights. Constraints are defined within the model as rules that govern how the system must operate. These constraints include: 1) water supplied must equal water demand; 2) upper and lower capacity constraints for each facility (e.g., water treatment plants ability to treat raw water) and sources of supply (e.g., well capacities, reservoir capacities, etc.); 3) institutional rules and regulations (e.g., conservation policy, available water rights, requirements under local, state, and Federal law).

To measure the benefit of conservation to TMWA's supply operations during a Drought Situation, the model can trigger conservation when Floriston Rates cannot be maintained as outlined in TROA. This equates to a specific reduction in demands for those time periods. Initially, based on Task Force member feedback, a 10% demand reduction target is used since this target reduction was requested by TMWA during the most recent Drought Situation. This level of conservation serves as a baseline from which alternative models with more or less conservation can be compared against. Refer to the Drought Response Actions Section for further discussion on TMWA's conservation policy, its enhanced conservation schedule and measures of effectiveness.

³ Since 2006, significant changes to TMWA have occurred, requiring the DSS to be modified. These include changes in customer demands, the availability of additional water resources, acquisition of other water systems, and institutional changes to the operation of the Truckee River (i.e., TROA).

The study period of the model is 15 years. The model considers monthly timesteps, which equates to 180 (12 months x 15 years) unique time periods in which TMWA had to meet demands. It is important to note the DSS model is a macro-level rendition of the TMWA system but it is not an operational model. Its level of resolution only lends the model insight into the feasibility of managing water supplies to meet demands given a specific hydrologic scenario. Moreover, individual parts of the system are aggregated into a the whole. For example, TMWA has 80 production wells within the TMSA, each of which has an individual pumping capacity and associated water rights. However, within the DSS there is only one constraint on well pumping capacity equal to the combined total monthly pumping capacity of all wells within the TMSA. Likewise, constraints on aggregated groundwater rights available to TMWA are imposed within the model. Therefore, while the DSS is useful for planning purposes, the DSS cannot produce highly detailed information such as that generated using RiverWare. Moreover, the scenario evaluated in this study is hypothetical. Actual management decisions regarding the priority of use of TMWA’s sources of supply, as well as overall reservoir and surface water levels, would be different given factors not captured in the model.

Data

The DSS was populated with data that represent plausible hydrologic conditions resulting from climate change. The data consists of monthly inflows into reservoirs TMWA is permitted to store water in, as well as, surface water flows which TMWA has the right to divert. The hydrologic data used in the model was developed under the Water for the Seasons (“WftS”) research program, (USDA/NIFA Grant No. 1360505/1360506). WftS is a program that partners scientists with community water managers and water right holders in the Truckee River System to investigate extreme climate events such as droughts. One objective of the WftS program is to model watershed-level hydrologic condition of extreme droughts in order to improve climate resiliency. The drought scenario included within the DSS model, referred to as Scenario 1, may occur within the TMSA over the next few decades due to changes in the regional climate. Scenario 1 is the combination of two of the worst droughts on record. It begins with the 2012-2015 drought followed by the 1987-1995 drought. For more details on the WftS’s drought scenario, refer to Climate Scenarios for the Truckee-Carson River System (WftS, 2016)⁴.

To set a baseline period and recovery period, hydrologic conditions found under average flows within the region were placed at the beginning and end of Scenario 1. This allowed the model to consider operations that would occur during non-drought conditions before and after the drought period, thus capturing the total effects of the drought on TMWA’s ability to meet demands. It would also provide insight into the amount of time to recover from a drought. Average flows were calculated using USGS streamflow data between 1909 and 2016. The resulting data included aggregate monthly water supplies which TMWA has rights to, over the 15-year period study period.

The study period for this model starts on January 1, 2017 and ends on December 31, 2032. The DSS considers water demand projections published in the 2016-2035 Water Resource Plan “2035WRP” (TMWA, 2016). Refer to Chapter 4 of the WRP for more detail on these annual water demand projections. Figure 2 provides the Floriston Rate Water and monthly demand projections for the entire study horizon.

⁴ This publication is available at <http://waterfortheseasons.com/>.

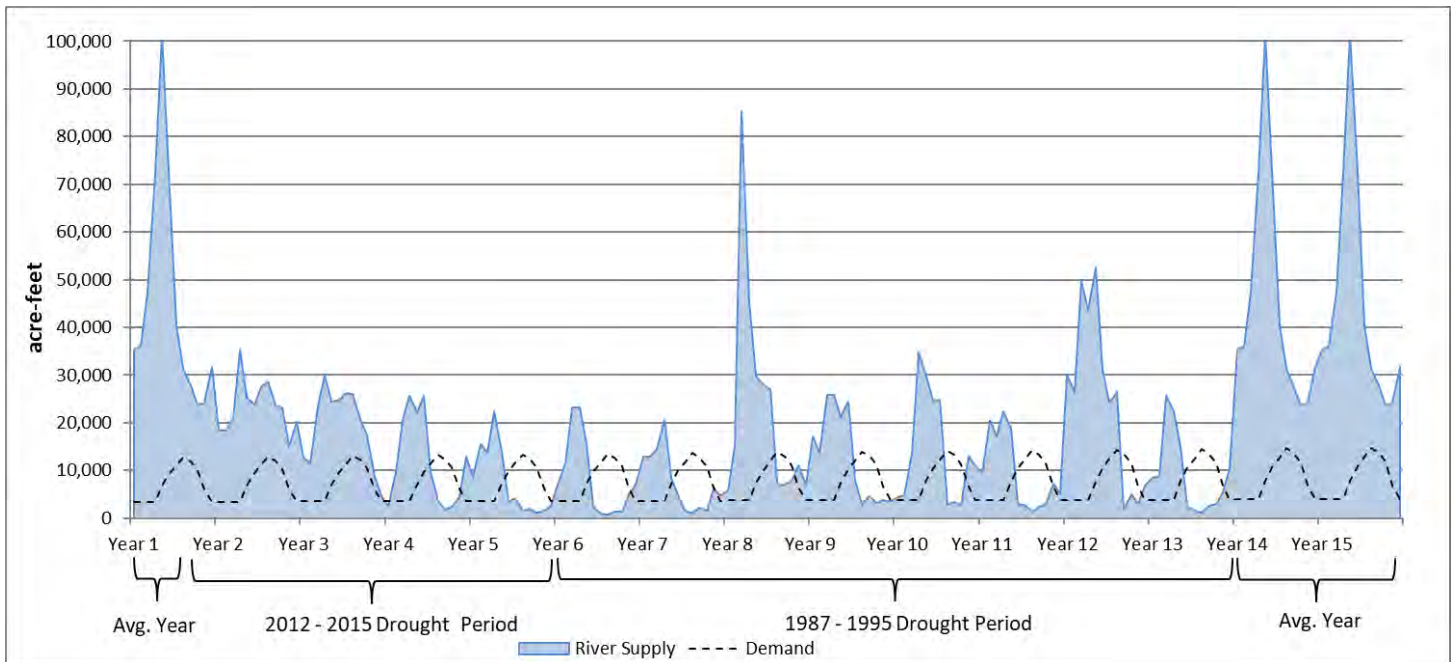


Figure 2. Monthly Floriston Rate Water Flows and Customer Demands

Historically, monthly water use is highest in the peak of the summer and lowest during the winter months within the TMSA. While winter-time demand remains relatively constant over time, peak summer demand can fluctuate year-to-year based on changes in seasonal weather patterns. To account for changes in water usage due to seasonality, the DSS was parameterized with averaged monthly water use profiles, i.e., the percent of the total annual water supply that occurs each month. Monthly demand profiles were calculated using data on total monthly water production within the TMSA between 2010 and 2013. Since a Drought Situation was designated in 2014 and 2015, those years were omitted from the calculation. Including them in the calculation would skew the summer-time water usage profiles downward due to conservation that occurred during those times. To capture demands under current climate conditions, years prior to 2010 were not considered. Use of production data also captured any water loss and non-revenue water usage. Finally, all water used in aquifer storage and recovery (“ASR”) operations was removed from the monthly production totals⁵. An average for each month and for the total annual production was calculated using this historical production data. Each average monthly production was divided by the average annual production to derive the monthly demand profile as a percent. When multiplied by an annual demand projection, the result is considered the demand for water for each month over the 15-year study period. Figure 3 illustrates the monthly demand profiles between January and December.

⁵ ASR is defined as injecting treated surface water into underground aquifers via a well for storage. ASR water supplies can be extracted later to be used to meet demands subject to certain conditions.

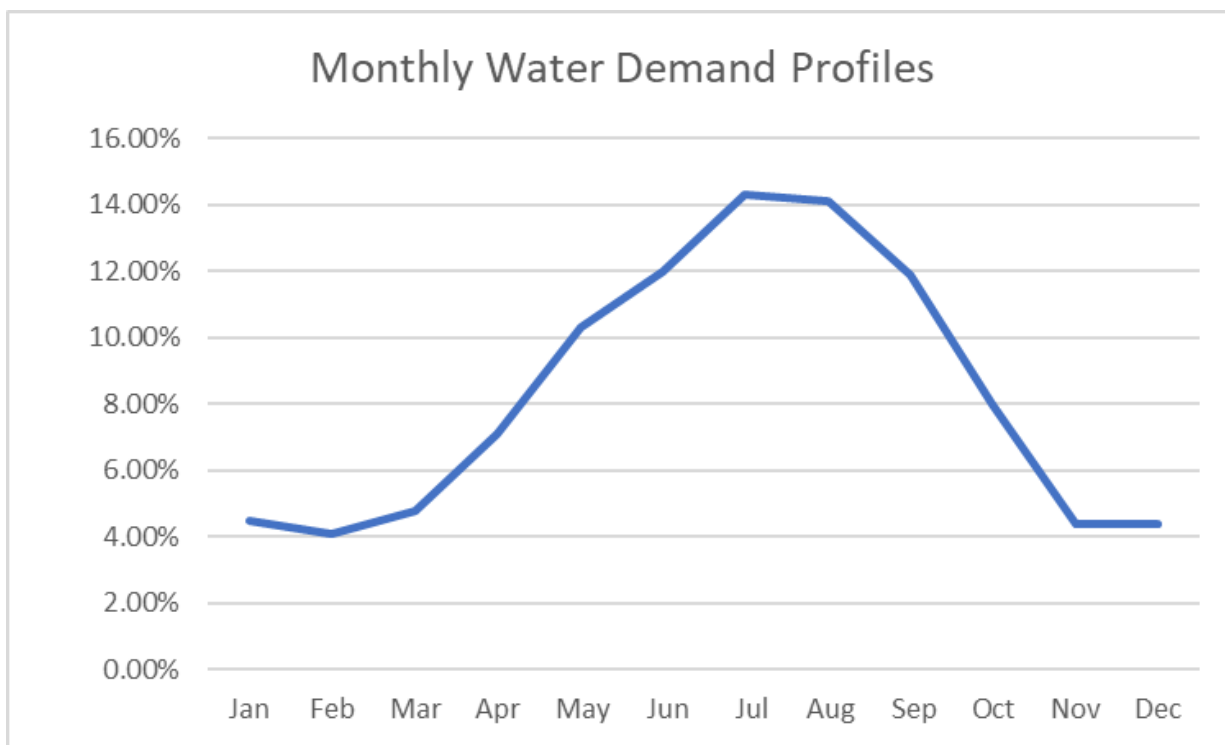


Figure 3. Monthly Water Demand Profiles between January and December

Results

Overall, the model suggests TMWA’s supplies are adequately robust to contend with the 12-year drought considered in this exercise. The model indicates no shortages occur during any time period over the 15-year study period. On average, during non-drought years, Floriston Rate Water provides 91 percent of the total demand with groundwater making up the remainder. During drought years, Floriston Rate Water accounts for 45 to 85 percent and groundwater accounts for 14 to 29 percent of the supply. Drought reserves account for as little as zero to 26 percent of total supply and are not required until the third year of the drought. The results also indicate artificial recharge, as part of TMWA’s conjunctive management strategy, can occur in every year of the study period. Table 2 provides the model results for annual demand and sources of supply for Scenario 1 when conservation is triggered during a Drought Situation.

Table 2. Scenario 1: Annual Demand and Sources of Supply

Planning Horizon Year	Annual Demand ¹	10% Reduction in Demand	Floriston Rate Water Production	Groundwater Production	Drought Reserves Production	Total Production	Potential Groundwater Recharge ²	Shortage
2017	84,589	0	86,996	4,130	0	91,126	6,537	0
2018	85,999	0	88,004	4,175	0	92,180	6,181	0
2019	87,213	0	87,931	4,723	0	92,653	5,440	0
2020*	88,254	-4,624	59,426	21,586	6,259	87,270	3,640	0
2021*	89,184	-5,595	47,656	31,033	7,920	86,609	3,020	0
2022*	90,129	-5,654	45,179	26,369	16,725	88,273	3,798	0
2023*	91,221	-5,722	51,741	25,796	11,583	89,119	3,620	0
2024*	92,379	-3,727	80,637	12,506	733	93,876	5,224	0
2025*	93,383	-4,893	61,234	23,297	7,647	92,179	3,688	0
2026*	94,283	-3,804	68,541	17,626	9,223	95,390	4,910	0
2027*	95,083	-5,965	45,479	26,369	20,906	92,754	3,636	0
2028	95,866	0	77,749	16,209	5,930	99,887	4,021	0
2029*	96,774	-6,071	44,611	26,369	23,603	94,583	3,879	0
2030	97,703	0	95,638	7,389	0	103,027	5,324	0
2031	98,608	0	96,069	7,647	0	103,715	5,108	0

*Indicates a Drought Situation exists

1-Includes a 6-percent system loss factor.

2-Model results only indicate the potential for recharge activities to occur. All recharge of groundwater supplies is subject to available water rights.

Below is a discussion of the model results with respect to the risks and vulnerabilities outlined previously.

1. *Water Supply Shortages* – Overall, the model suggests the risk of a water supply shortage in the near-term is unlikely given the drought scenario considered. The results indicate demands can be met with the available water supplies during every month of the planning period. In months when surface water is limited, the results show groundwater being used to make up the bulk of the difference. In months when normal surface flows and groundwater are not enough to satisfy demands, a combination of drought reserves and customer conservation is implemented.
2. *Inability to fill upstream reservoirs* – Given the scenario considered, the DSS results show reservoirs can fill sufficiently during dry years to ensure drought supplies help offset deficiencies that result from reduced surface flows. These results support recent observations. During the drought of 2015, regional snowpack was approximately 5 percent of average. Despite the reduced snowpack, inflows into TMWA’s private reservoirs, Donner and Independence Lakes, were such that drought reserves were adequate to supplement normal river flows. Moreover, TROA allows for additional “credit storage” of water in TMWA’s other reservoirs, namely Boca and Stampede, every year and carry that water over to the next should a Drought Situation exist. The model results show as the drought persists drought reserves can build over the course of the study period. Figure 4 provides the model results for total surface water storage.

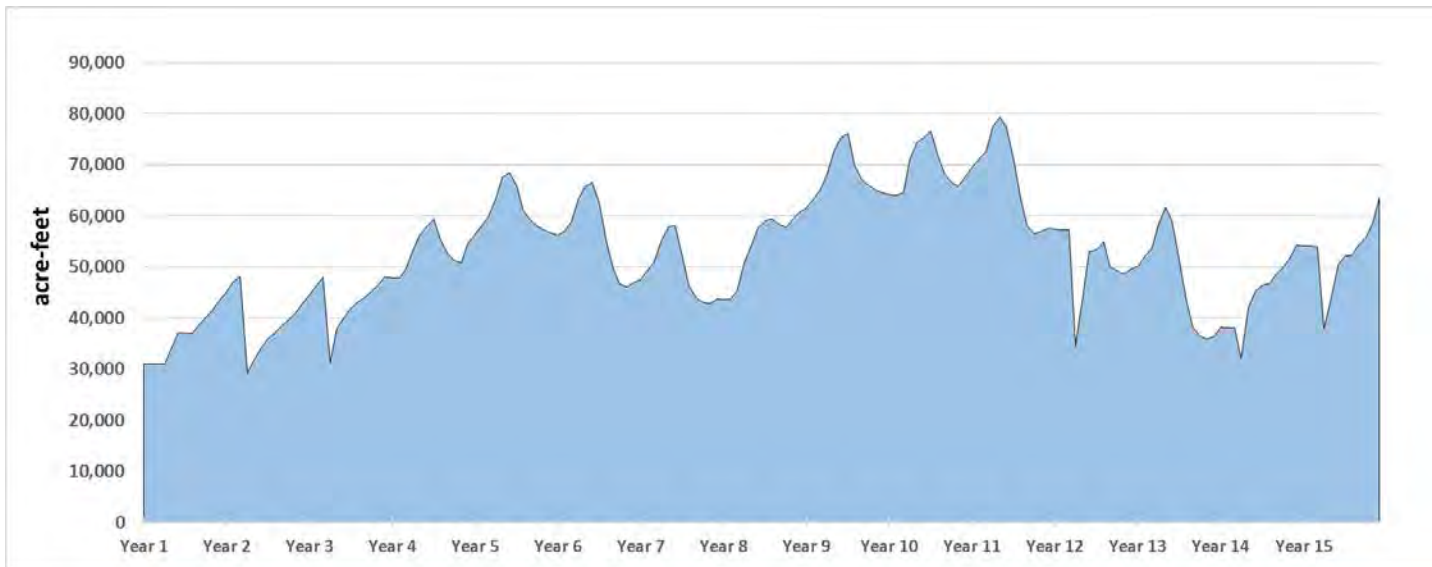


Figure 4. Scenario 1: Monthly Surface Storage in Upstream Reservoirs

3. *Inability to capture runoff when it is available* – Despite concerns that climate change would alter the timing of snowpack runoff, i.e., melt-off occurs earlier than it has historically, the model indicates sufficient runoff retention is possible while still complying with all requirements under TROA and Federal flood control requirements. This result is attributed to the fact that under Scenario 1 temperature increases are not enough to significantly alter the timing of snowpack melt beyond the current trend.
4. *Adequacy of groundwater supplies* – The model results show a reliance upon groundwater supplies to meet peak demands in every year of Scenario 1, especially during drought. However, the water rights available to TMWA and the overall capacity to withdrawal groundwater are sufficient to manage through the drought modeled. These results indicate that TMWA’s current groundwater rights are adequate to meet peak demands during a drought. Prolonged use of production wells during drought, however, means that continual maintenance and rehabilitation of groundwater infrastructure is a key component of drought resiliency. Furthermore, prioritizing capital improvement projects that increase overall well capacity is prudent to ensuring longevity of infrastructure under sustained pumping operations. Table 2 provides the DSS results on groundwater production over the study period.
5. *Inability to artificially recharge groundwater supplies* – The model indicates artificial recharge could take place in every year of the study period. While the results show recharge does not take place during months when either customer demands are high or surface water availability is limited (typically June through October), overall it indicates TMWA would have the potential to store an average of approximately 5,000 acre-feet of treated surface water underground annually over the course of the study period. This result assumes adequate water rights are in place. Table 2 provides the DSS results on potential ASR recharge operations over the study period.

6. *Inefficient conservation policy* – Much of the resiliency to drought under this scenario can be attributed to the implementation of TROA (which more than doubles total drought reserves). In this initial model, a 10-percent reduction in demand is triggered during months when (1) a Drought Situation exists and (2) drought reserves are needed to avoid a shortage. To test whether this 10-percent reduction was a requirement to avoiding a shortage, an alternative model, in which conservation was only triggered if and only if a shortage would occur, was evaluated. The alternative model indicated no reductions in demand are necessary to avoid shortages over the study period and that a combination of Floriston Rate Water, groundwater and drought reserves are sufficient to meet monthly demands in all time periods. So, while conservation during a Drought Situation reduces the amount of groundwater and drought reserves required during a drought, the model indicates it is not critical to water supply operations during the drought scenario. These results are attributed to increased drought reserves afforded by TROA. Table 3 provides the alternative model results for annual demand and sources of supply for Scenario 1 when conservation is triggered if a shortage would occur otherwise.

Table 3. Scenario 1 (Alternative): Annual Demand and Sources of Supply

Planning Horizon Year	Annual Demand ¹	Floriston Rate Water Production	Groundwater Production	Drought Reserves Production	Total Production	Potential Groundwater Recharge ²	Shortage
2017	84,589	86,996	4,130	0	91,126	6,537	0
2018	85,999	88,004	4,175	0	92,180	6,181	0
2019	87,213	87,931	4,723	0	92,653	5,440	0
2020*	88,254	60,489	22,851	8,554	91,894	3,640	0
2021*	89,184	48,578	31,033	12,593	92,204	3,020	0
2022*	90,129	46,110	26,369	21,447	93,927	3,798	0
2023*	91,221	52,092	26,335	15,822	94,249	3,028	0
2024*	92,379	80,637	14,298	2,304	97,239	4,860	0
2025*	93,383	62,359	23,297	11,415	97,072	3,688	0
2026*	94,283	68,541	18,859	11,675	99,075	4,792	0
2027*	95,083	46,462	26,369	25,887	98,719	3,636	0
2028	95,866	77,749	16,209	5,930	99,887	4,021	0
2029*	96,774	45,612	26,369	28,673	100,654	3,879	0
2030	97,703	95,638	7,389	0	103,027	5,324	0
2031	98,608	96,069	7,647	0	103,715	5,108	0

*Indicates a Drought Situation exists

1-Includes a 6-percent system loss factor.

2-Model results only indicate the potential for recharge activities to occur. All recharge of groundwater supplies is subject to available water rights.

7. *Water demand hardening* – The alternative model results indicate even without the ability to reduce demand during drought, TMWA could still manage through a drought scenario (see Table 3). In general, per-capita water use has been declining over the past decade within the TMSA. This decline is due, in part, to TMWA’s on-going conservation programs. While per-capita water usage has declined within the TMSA, the share from indoor water usage has remained

relatively constant over time. This would suggest the likelihood for water demand hardening within the TMSA over the study period is low, i.e., there is still capacity by those that have already taken permanent conservation measures, such as turf removal or xeriscaping, to save through efficiencies gain indoors. Moreover, efficiency gains from water-saving technology are not likely to decline anytime soon, suggesting per-capita water usage could still be trending downward.

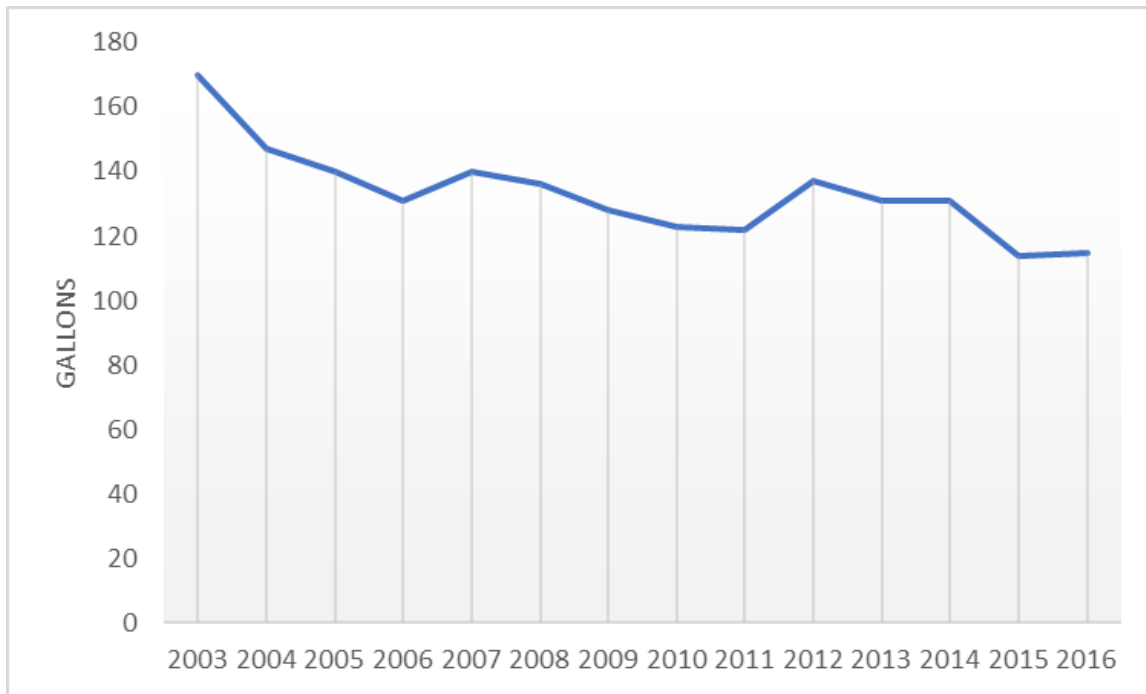


Figure 5. Per-Capita Water Use in the Truckee Meadows Service Area (2003-2016)

Overall, the exercise has indicated that the water resources available to TMWA are sufficient to manage through a drought that could result from future changes in the climate. As new hydrologic scenarios are developed, TMWA will evaluate them to determine how they may impact TMWA’s water resources.

Drought Mitigation Actions

Background

Contending with drought often means mitigating the risks of a drought *before* it occurs. TMWA has well-defined supply-side conservation programs that ensure water is stored and delivered efficiently to its customers. Supply-side programs consist of maintenance to the delivery system (i.e., proactive leak detection and system repair) and water supply enhancement (i.e., expanding storage capacity). TMWA’s proactive approach to identifying and stopping leaks within its delivery system has been effective at reducing system losses. Moreover, TMWA’s careful prioritization of system components that require upgrading is key to reducing the likelihood of leaks.

Methods

Capital Improvement Projects

Multi-year, capital improvement projects (CIPs) are a central component of TMWA's drought mitigation strategy. CIPs for system maintenance ensure pipes, pumps, meters, and other water delivery components are upgraded on a timely basis, keeping water loss within the system to a minimum and water delivery as efficient as possible.

Results

Proactive system maintenance has kept TMWA's water loss at approximately 6% system-wide. This measure is well below the national average of 16% (EPA, 2015). To-date, TMWA has 23 wells that are equipped to recharge groundwater aquifers.

Drought Response Actions

Background

TMWA has a two-track conservation policy. First, it implements conservation programs that promote efficient water usage every year *regardless* of hydrologic conditions. The goal of this on-going conservation is to manage customer demands and to encourage them to be smart about water. Activities such as customer education, water usage monitoring and institutional regulations (water restrictions, volumetric pricing schedules, etc.) are crucial to managing per-capita demands for water over the long-term. When a Drought Situation is determined and drought reserves are required, TMWA can initiate an enhanced conservation campaign. The goal of TMWA's enhanced conservation is to temporarily lower water demands when it is necessary to do so. To do this, existing conservation programs can be ramped up and additional programs or policies can be implemented to achieve the desired outcome. The timing of switching between the two tracks is dictated by numerous factors including the drought's severity and timing. Figure 6 provides a flowchart describing how a Drought Situation determination relates to the conservation track and Table 4 provides a schedule for conservation implementation.

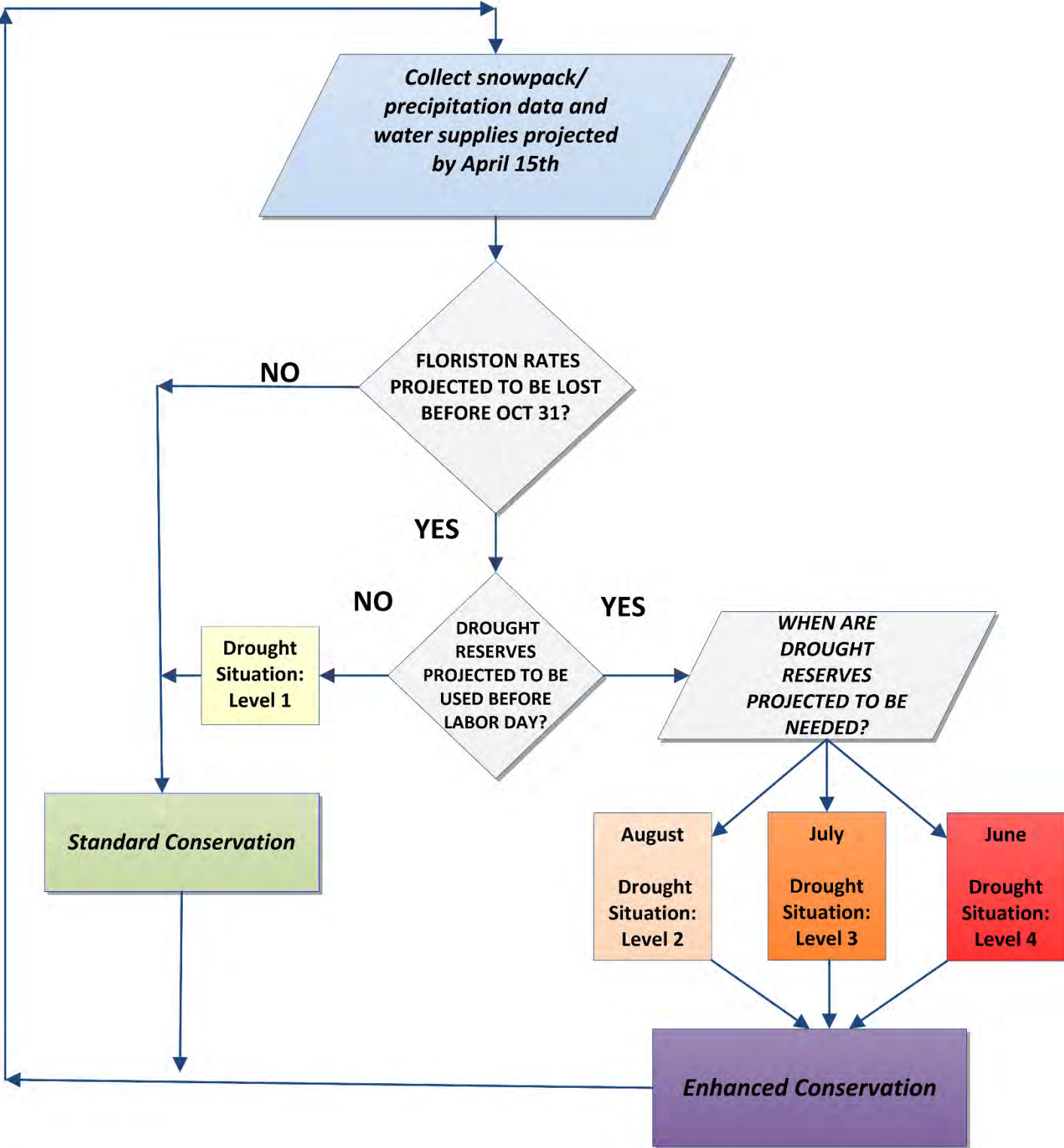


Figure 6. Drought Situation Decision Flowchart

Table 4. Drought Response Gant Chart

		Month of Irrigation Season				
		May	Jun	Jul	Aug	Sept
		<i>Non-Drought Situation</i>				
No reserve supplies needed		Standard Conservation				
		<i>Drought Situation</i>				
Reserve supplies needed after Labor Day	Level 1	Standard Conservation				
Reserve supplies needed before Labor Day	Level 2	Standard Conservation		Enhanced Conservation		
	Level 3	Standard Conservation	Enhanced Conservation			
	Level 4	Enhanced Conservation				

Methods

The level of response actions that achieve the desired outcome (either maintaining or lowering demands) is directly related to the severity of a drought and the amount of drought reserves TMWA has available. Table 5 provides a matrix of TMWA’s drought response actions given the presence and extent of a drought.

Table 5. TMWA’s Drought Response Action Matrix

	NON-DROUGHT SITUATION	DROUGHT SITUATION	
		Level 1	Level 2, 3, or 4
A. Watering Restrictions ¹	12 to 6 P.M.	12 to 6 P.M.	11 to 7 P.M.
B. Public Education and Advertising	Standard programs	Standard programs	Increased programs
C. Water Waste Prevention Programs	Standard staffing	Standard staffing	Increased staffing
D. Additional Programs ²			These include but are not limited to: 1) Request for cutbacks 2) Increased water restrictions 3) Increased penalties for violations 4) Drought rates 5) Water budgeting

1- Applicable between Memorial Day and Labor Day
2- Additional programs may be deployed depending on the severity of the drought periods as well as the availability of water supplies.

Results

In 2014, TMWA determined it was in a Drought Situation Level 2 and asked its customers in July to reduce their water use by 10-percent (compared to the last non-drought year, 2013). In the summer of 2015, the severity of the Drought Situation was upgraded to a Level 4. Once again, TMWA employed a 10-percent cutback campaign, this time starting in May. TMWA followed the request with programs tailored to achieve the 10-percent target. Watering restrictions were increased and its seasonal conservation staff was increased to better monitor the TMSA for watering violations. TMWA staff held more TV interviews and increased advertising. Table tents were placed in local restaurants asking that water only be served upon request and stickers were placed in public restrooms reminding people about the drought and to be water-conscious. It also asked that homeowners associations and local government agencies strive to meet the 10-percent goal. Overall, customers responded enthusiastically and the cutback campaign was successful. Post-drought analysis shows customers by and large were able to meet the goal. Tables 6 and 7 provide water usage comparisons to 2013 for 2014 and 2015 respectively, by customer class.

Table 6. Month Retail Water Sale for August and September 2013 and 2014

Customer Class	Services	2013 Use (x 1000 gal)		2014 Use (x 1000 gal)		Percent Change	
		Median	Mean	Median	Mean	Median	Mean
Single Family Metered	88,256	38	43.90	32	37.80	-11.80	-9.50
Single Family Flat Rate	3,866	84	101.50	70	84.50	-14.70	-12.30
Commercial	4,405	49	213.20	42	189.30	-5.70	-4.60
Metered Irrigation	2,328	218	417.90	192	373.80	-6.70	-4.90

Table 7. Monthly Retail Water Sale for June through September 2013 and 2015

Customer Class	Services	2013 Use (x 1000 gal)		2015 Use (x 1000 gal)		Percent Change	
		Median	Mean	Median	Mean	Median	Mean
Single Family Metered - TMWA	68,193	78	88.90	61	69.80	-19.70	-16.40
Single Family Metered - DWR	16,999	98	111.80	78	89.20	-19.10	-16.00
Single Family Metered - STMGID	3,164	146	160.40	112	125.10	-20.30	-18.50
Single Family Flat Rate - TMWA	3,473	185	219.60	137	165.40	-23.10	-21.60
Single Family Flat Rate - DWR	103	140	139.40	107	101.10	-24.60	-27.00
Single Family Flat Rate - STMGID	78	154	153.40	103	109.70	-29.10	-27.30
Commercial	4,945	92	423.20	71	368.20	-10.00	-8.70
Metered Irrigation	2,398	437	853.50	350	681.50	-18.00	-15.10

DWR refers to customers formally in the Washoe County District of Water Resources jurisdiction.
STMGID refers to customers formally in the South Truckee Meadows General Improvement District jurisdiction.

The results of the DSS also indicate a 10-percent cutback request is sufficient (but not critical) to contend with a drought that may occur in the near future, given changes to the climate. Furthermore, TMWA reassesses the effectiveness of its response actions after each Drought Situation to ensure such actions were sufficient.

Operational and Administrative Framework

Background

TMWA is tasked with the role of being the primary water purveyor within the TMSA. Its operational and administrative framework is set by institutional and legal directives including the Joint Powers Agreement and TROA. TMWA is responsible for drought monitoring, implementing mitigation and response actions, and updating its 2035WRP, which includes its Drought Contingency Plan, every five years (per Nevada Revised Statute 540.131).

Plan Update Process

Figure 7 provides the lifecycle of TMWA’s process for implementing, evaluating, and updating the Drought Contingency Plan.

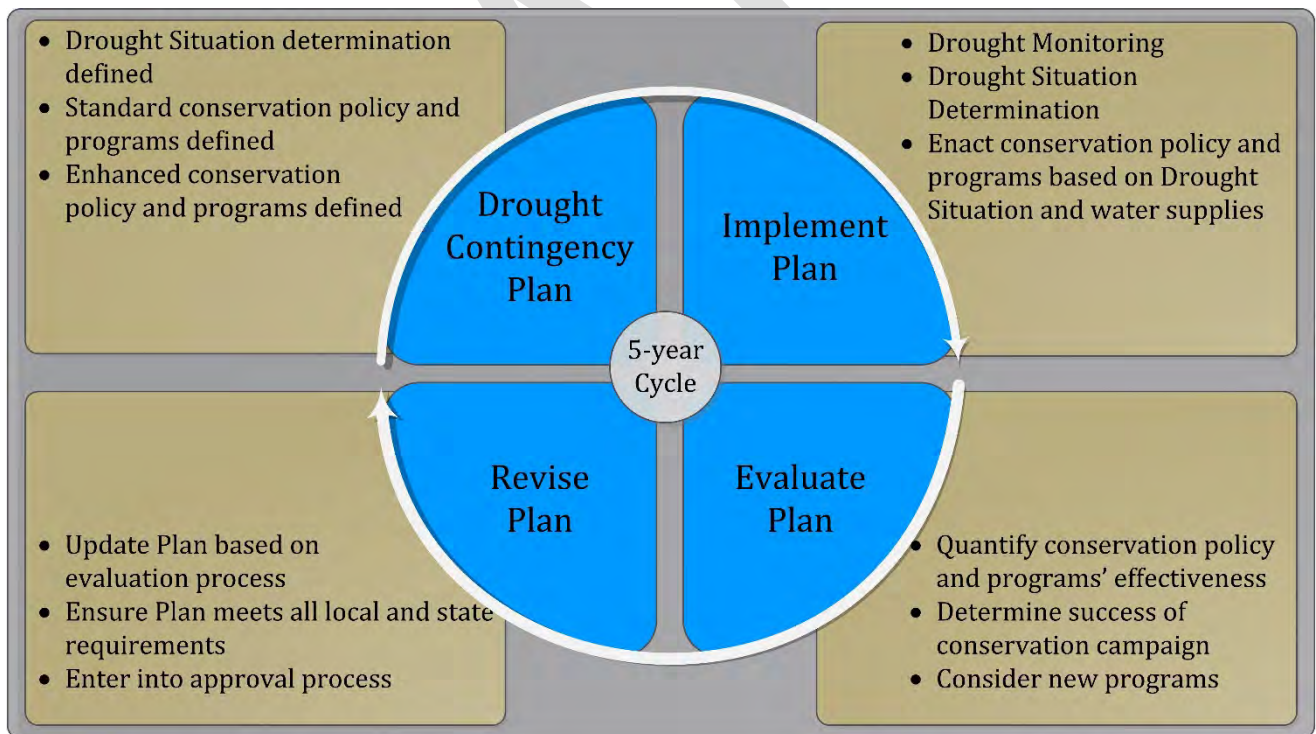


Figure 7. Drought Contingency Planning Lifecycle

References

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Drought Contingency Planning Project

Board of Directors Meeting

February 21, 2018



Introduction

The Project:

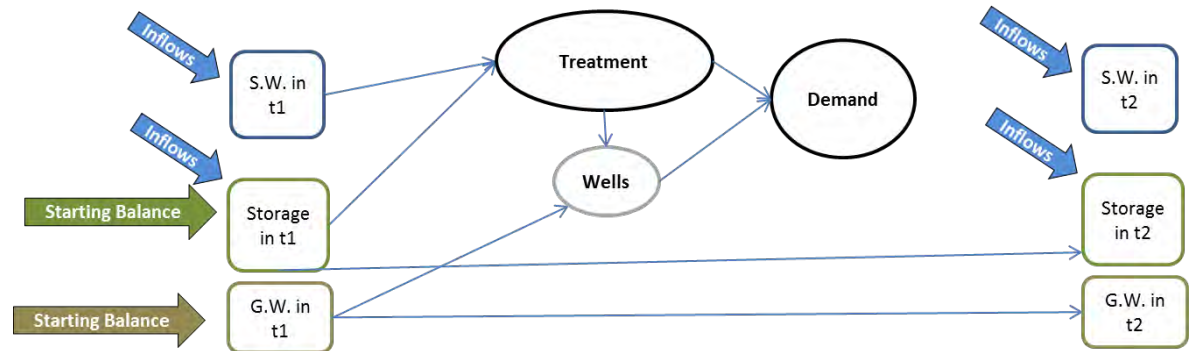
- Technical assessment of TMWA's ability to contend with drought resulting from a changing climate
- Considers a region-specific, hydrologically-plausible drought scenario (Water for the Seasons)
- Includes relevant stakeholder groups (Drought Planning Task Force)
- Investigates TMWA's projected water supplies and response to the drought scenario
- Results of study to be applied in the next Water Resource Plan as part of the Drought Response Plan



Developing a Decision Support System Model

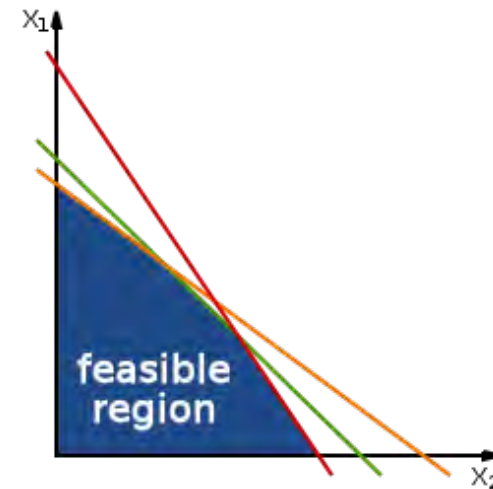
Network Flow Framework

- Dynamic transportation model
- Monthly timesteps



Linear Programming Solver

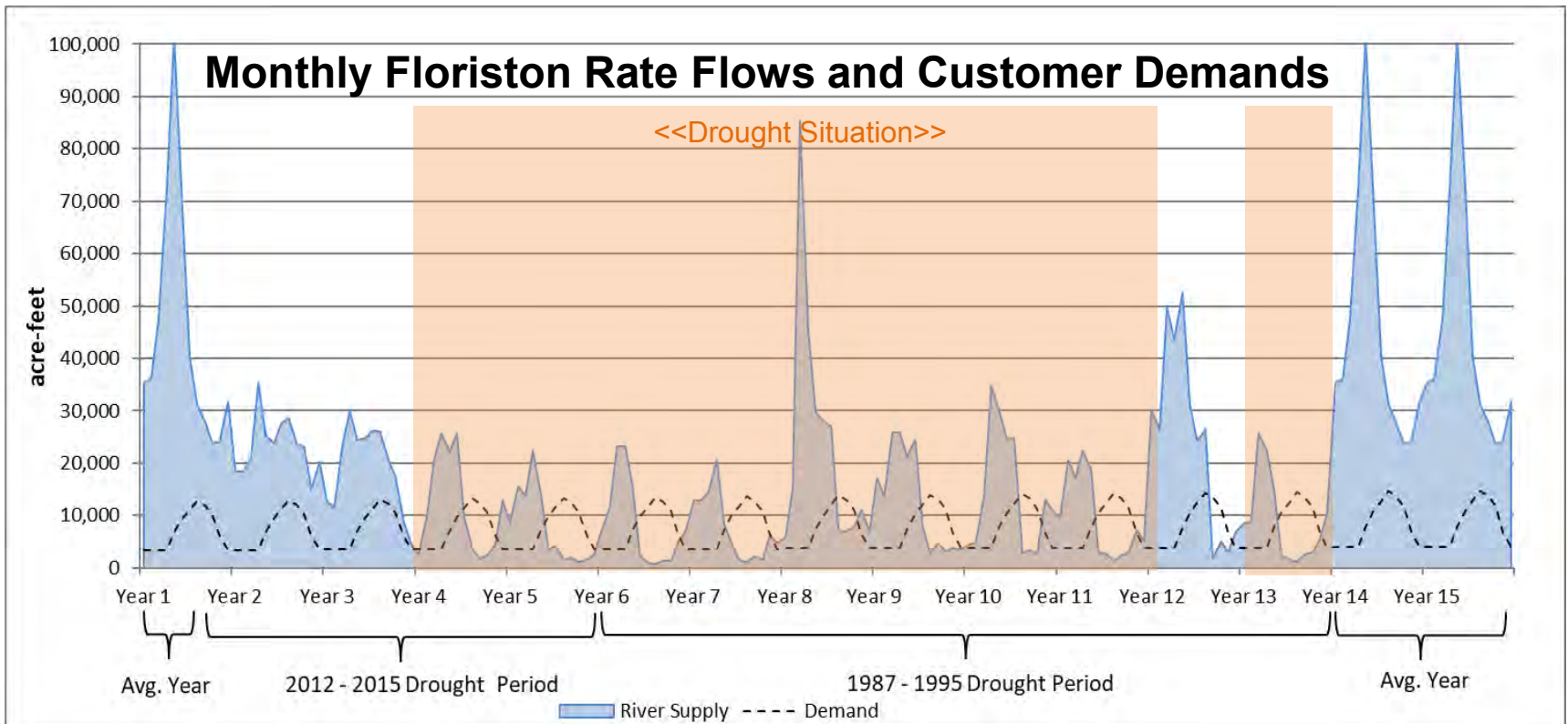
- Supply & demand problem
- Priorities set for each source of supply
- Cost minimization routine
- All time periods solved *simultaneously*
- Overall solution is optimized



Drought Resulting from Climate Change

Hydrologic Inputs

- Drought scenario developed by Water for the Seasons research group
 - Collaborative effort among TMWA, UNR, DRI, USGS and stakeholder groups
- Scenario is the 2012 – 2015 drought and 1987 – 1994 drought (temp adjusted)
- Average hydrology year “bookends”
- Supplies balanced against demands published in 2035WRP



Model Results

Scenario 1

- Enhanced conservation triggered when a Drought Situation Level 2-4 exists
 - Conservation initially set to a 10% reduction in demand during those months
- Groundwater is relied on more-heavily during dry years
- Use of drought reserves varies greatly during dry years
- Recharge of aquifers is possible in every year of study period
- No shortages occur in any time period

Planning Horizon Year	Annual Demand ¹	10% Reduction in Demand	Floriston Rate Water Production	Groundwater Production	Drought Reserves Production	Total Production	Potential Groundwater Recharge ²	Shortage
2017	84,589	0	86,996	4,130	0	91,126	6,537	0
2018	85,999	0	88,004	4,175	0	92,180	6,181	0
2019	87,213	0	87,931	4,723	0	92,653	5,440	0
2020*	88,254	-4,624	59,426	21,586	6,259	87,270	3,640	0
2021*	89,184	-5,595	47,656	31,033	7,920	86,609	3,020	0
2022*	90,129	-5,654	45,179	26,369	16,725	88,273	3,798	0
2023*	91,221	-5,722	51,741	25,796	11,583	89,119	3,620	0
2024*	92,379	-3,727	80,637	12,506	733	93,876	5,224	0
2025*	93,383	-4,893	61,234	23,297	7,647	92,179	3,688	0
2026*	94,283	-3,804	68,541	17,626	9,223	95,390	4,910	0
2027*	95,083	-5,965	45,479	26,369	20,906	92,754	3,636	0
2028	95,866	0	77,749	16,209	5,930	99,887	4,021	0
2029*	96,774	-6,071	44,611	26,369	23,603	94,583	3,879	0
2030	97,703	0	95,638	7,389	0	103,027	5,324	0
2031	98,608	0	96,069	7,647	0	103,715	5,108	0

*Indicates a Drought Situation exists

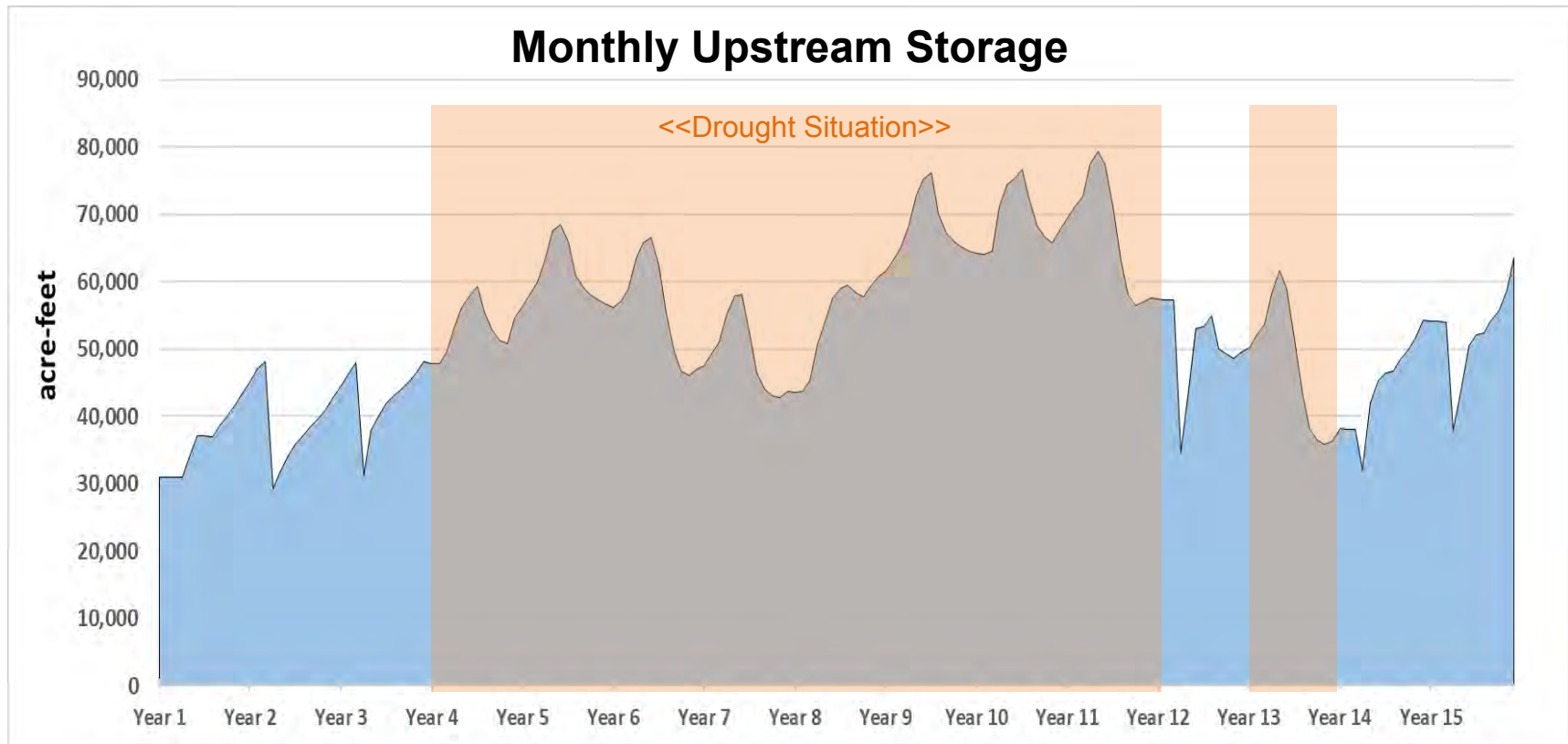
1-Includes a 6-percent system loss factor.

2-Model results only indicate the potential for recharge activities to occur. All recharge of groundwater supplies is subject to available water rights.

Model Results

Scenario 1

- Surface water storage can accumulate over study period
- Model indicates sufficient reserves are possible given drought



Model Results

Scenario 1 (alternative)

- Enhanced conservation **only** triggered if a shortage would occur otherwise
 - Designed to estimate the minimum level needed during drought
- Groundwater and drought reserves used more in this scenario
- Recharge of aquifers can still occur in every year of study period
- No conservation is implemented and no shortages
- Still sufficient upstream storage over course of study period

Planning Horizon Year	Annual Demand ¹	Floriston Rate Water Production	Groundwater Production	Drought Reserves Production	Total Production	Potential Groundwater Recharge ²	Shortage
2017	84,589	86,996	4,130	0	91,126	6,537	0
2018	85,999	88,004	4,175	0	92,180	6,181	0
2019	87,213	87,931	4,723	0	92,653	5,440	0
2020*	88,254	60,489	22,851	8,554	91,894	3,640	0
2021*	89,184	48,578	31,033	12,593	92,204	3,020	0
2022*	90,129	46,110	26,369	21,447	93,927	3,798	0
2023*	91,221	52,092	26,335	15,822	94,249	3,028	0
2024*	92,379	80,637	14,298	2,304	97,239	4,860	0
2025*	93,383	62,359	23,297	11,415	97,072	3,688	0
2026*	94,283	68,541	18,859	11,675	99,075	4,792	0
2027*	95,083	46,462	26,369	25,887	98,719	3,636	0
2028	95,866	77,749	16,209	5,930	99,887	4,021	0
2029*	96,774	45,612	26,369	28,673	100,654	3,879	0
2030	97,703	95,638	7,389	0	103,027	5,324	0
2031	98,608	96,069	7,647	0	103,715	5,108	0

*Indicates a Drought Situation exists

1-Includes a 6-percent system loss factor.

2-Model results only indicate the potential for recharge activities to occur. All recharge of groundwater supplies is subject to available water rights.

Conclusion

TMWA's Drought Resiliency

- The model indicates TMWA can feasibly operate through a drought due to climate change
- These results support past drought analysis (2035WRP)
- While groundwater is a critical resource during drought there is still potential for recharge in every year of study period
- Despite reduced inflows into reservoirs, accumulation of upstream storage is projected to still occur
- Despite reduced Floriston Rates, combination of groundwater and drought reserves help to meet demands during drought years
- While enhanced conservation reduces amount of groundwater and drought reserves, the model suggests it is not critical to managing through drought scenario

Thank you!

This project was a jointly funded project through the WaterSMART Drought Contingency Planning Grant, under Assistance Agreement No. R15AC00077. We'd like to thank the Water for the Seasons group, the University of Nevada Reno, Hydrologic Sciences Department, and the Bureau of Reclamation for helping make this project possible.





TO: TMWA Standing Advisory Committee
FROM: Michele Sullivan, Chief Financial Officer
Matt Bowman, Financial Controller
DATE: February 6, 2018
SUBJECT: **Presentation of Financial Performance for First Half Fiscal Year 2018**

First Half Financial Results

Budget to Actual: Financial performance in the first half of FY 2018 (1H2018) reflected better than expected revenues and less than expected operating expenses resulting in Operating Income of \$19.6m compared to a budget of \$15.1m, a \$4.5m or 30% increase from budget. Please refer to **Attachment A-1** for actual to budget comparisons.

Year over Year: Total operating income in 1H2018 compared to the first half of FY 2017 (1H2017) was \$1.8m higher or an increase of 10%. During this period, revenue was higher by \$2.5m while operating expenses were lower by \$0.7m. Please refer to **Attachment A-2** for year over year comparisons.

Revenue

Budget to Actual: Total revenue for 1H2018 was \$62.2m compared to a budget of \$59.9m, or an increase of \$2.3m and 4%. We saw strong water sales during this period, both in the Irrigation Metered sales and Residential Metered sales. Irrigation metered sales were up \$1.0m or 15% from budget, while Residential Metered sales were up \$1.2m or 3% from budget. In both instances, more water use for irrigation due to hotter and drier late summer and early fall months drove the increase.

Year over Year: Water sales revenue is up approximately \$1.1m due to an increase in rates in May 2017. Lower water usage year over year limited the increase to 2%. Hydroelectric sales were also up \$1.1m year over year due to better river flows in 1H2018.

Operating Expenses

Budget to Actual: Operating expenses for 1H2018 were lower by \$2.2m or 5% from budget. Services and supplies accounted for \$1.3m of the decrease while employee salaries, wages and benefits accounted for \$1.0m. Services and supplies were lower than budget due to many factors, but the leading drivers were lower chemical costs at the water treatment plants of \$0.4m due primarily to Chalk Bluff being offline for scheduled maintenance for ~6 weeks, a write-off of contract retention balance of \$0.3m and power costs which were \$0.2m less than budget. Employee salaries and wages were less than budget by \$0.3m due to bargaining unit wage freezes during ongoing labor contract negotiations and delays in MPAT wage increases following a Q3 2017 compensation study, both of which accounted for a decrease of \$0.6m. This is offset by a budget overspend on overtime wages of \$0.3m. Employee benefits were less than budget due to not adopting GASB 68 until 2H2018.

Year over Year: Operating expenses remained relatively flat in 1H2018 compared to 1H2017. Salaries and wages are up \$0.4m due to cost of living adjustments and step increases as well as increases to headcount. This is offset by a reduction in services and supplies expenses of \$0.7m due to the Chalk Bluff shutdown in 1H2018 as well as general efficiencies that TMWA staff continue to build following the Washoe County Merger.

Non-Operating Expenses

Budget to Actual: Non-operating expenses were approximately \$1.1m less than budget in 1H2018. This is principally due to less interest expense incurred caused by a change in accounting method for amortizing debt premiums from the straight-lined method to effective interest method. This is a non-cash impact. Investment earnings were up \$0.3m from budget due to renegotiating the overnight sweep rate with US Bank during 1H2018.

Year over Year: Non-operating expenses were down year over year approximately \$2.2m due to lower interest expense resulting from the refunding completed in 2H2017 as well as the accelerated amortization of premium discounts as discussed above.

Capital Contributions

Budget to Actual: Capital contributions were approximately \$1.8m higher than budget in 1H2018. This is mostly due to higher than expected developer capital contributions and developer facility charges. Significant and fast-paced development in the Truckee Meadows has resulted in increased contributions from these sources.

Year over Year: Capital contributions are down approximately \$1.0m compared to prior year. This is due to several factors including; 1) less grant funding received in 1H2018 (TROA Grant proceeds of \$1.0m received in 1H2017); 2) more capital contributions from developers and the water meter retrofit fund of approximately \$1.4m; 3) in 1H2017 a developer contribution of \$1.2m was recorded for the Truckee River Canyon Water Treatment Plant Expansion.

Capital Spending

Spending on capital outlays and construction projects during 1H2018 was approximately \$15.4m. Major projects during the period were distribution main replacements at 4th and Prater and Stead, SCADA (Control System) upgrades and Highland Canal upgrades. Spending in the second half of the fiscal year is expected to increase with a total projected capital spend of approximately \$36.6m projected. Please refer to **Attachment A-3** which contains TMWA's Statement of Cash Flows that presents total capital spending and other cash flow information for the first half of the fiscal year.

Cash Flow

As reflected in **Attachment A-3**, we redeemed \$9.2m in TECP in 1H2018 with proceeds of will-serve sales. Referring to the Statement of Net Assets in **Attachment A-4**, total cash on hand was \$189.1m as of December 31, 2017 or approximately \$15.1m higher than at the beginning of the fiscal year. Of this total, \$144.2m was unrestricted to be used to meet upcoming and future operating/maintenance expenses, principal/interest payments, and construction project payments. Unrestricted cash increased due to lower debt service owed in the next twelve months and higher than expected operating cash flows. The remaining \$44.9m was restricted to pay for scheduled bond principal and interest payments as well as maintaining required reserves as stipulated in our bond indentures. In addition, the treasury reserve transferred from the dissolved South Truckee Meadows General Improvement District (STMGID) is included in restricted reserves for use on capital improvements in the former STMGID service area.

TRUCKEE MEADOWS WATER AUTHORITY
COMPARATIVE STATEMENTS OF REVENUES, EXPENSES AND CHANGES
IN NET POSITION
FOR THE SIX MONTHS ENDED DECEMBER 31, 2017

	<u>1H 2018 Actual</u>	<u>1H 2018 Budget</u>	<u>Variance \$</u>	<u>Variance %</u>
OPERATING REVENUES				
Charges for water sales	\$ 58,467,387	\$ 56,488,633	\$ 1,978,754	4%
Hydroelectric sales	1,937,694	1,811,985	125,709	7%
Other operating sales	<u>1,778,341</u>	<u>1,579,000</u>	<u>199,341</u>	<u>13%</u>
Total Operating Revenues	<u>62,183,422</u>	<u>59,879,618</u>	<u>2,303,804</u>	<u>4%</u>
OPERATING EXPENSES				
Salaries and wages	9,301,042	9,568,590	(267,548)	-3%
Employee benefits	4,208,741	4,901,634	(692,893)	-14%
Services and supplies	<u>12,019,921</u>	<u>13,302,650</u>	<u>(1,282,729)</u>	<u>-10%</u>
Total operating expenses before depreciation	25,529,704	27,772,874	(2,243,170)	-8%
Depreciation	<u>17,030,751</u>	<u>17,030,574</u>	<u>177</u>	<u>0%</u>
Total operating expenses	<u>42,560,455</u>	<u>44,803,448</u>	<u>(2,242,993)</u>	<u>-5%</u>
OPERATING INCOME	19,622,967	15,076,170	4,546,797	30%
NONOPERATING REVENUES (EXPENSES)				
Investment earnings	921,265	671,346	249,919	37%
Net increase (decrease) in FV of investments	(312,289)	-	(312,289)	-
Gain (loss) on disposal of assets	20,764	-	20,764	-
Amortization of bond/note issuance costs	(238,340)	(234,312)	(4,028)	2%
Interest expense	(5,561,145)	(6,691,014)	1,129,869	-17%
Other nonoperating revenue	-	-	-	-
Other nonoperating expense	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total nonoperating revenues (expenses)	<u>(5,169,745)</u>	<u>(6,253,980)</u>	<u>1,084,235</u>	<u>-17%</u>
Gain (Loss) before capital contributions	<u>14,453,222</u>	<u>8,822,190</u>	<u>5,631,032</u>	<u>64%</u>
CAPITAL CONTRIBUTIONS				
Grants	19,377	100,002	(80,625)	-81%
Water meter retrofit program	859,077	390,744	468,333	120%
Developer infrastructure contributions	-	-	-	-
Developer will-serve contributions (net of refunds)	2,505,776	2,517,372	(11,596)	0%
Developer capital contributions-other	2,911,868	2,172,648	739,220	34%
Developer facility charges (net of refunds)	3,015,271	2,413,218	602,053	25%
Contributions from others	<u>39,345</u>	<u>-</u>	<u>39,345</u>	<u>-</u>
Net capital contributions	<u>9,350,714</u>	<u>7,593,984</u>	<u>1,756,730</u>	<u>23%</u>
CHANGE IN NET POSITION	23,803,936	16,416,174	7,387,762	45%
NET POSITION, BEGINNING OF PERIOD	<u>631,462,629</u>	<u>605,764,318</u>	<u>25,698,311</u>	<u>4%</u>
NET POSITION, END OF PERIOD	<u>\$ 655,266,565</u>	<u>\$ 622,180,492</u>	<u>\$ 33,086,073</u>	<u>5%</u>

TRUCKEE MEADOWS WATER AUTHORITY
COMPARATIVE STATEMENTS OF REVENUES, EXPENSES AND CHANGES
IN NET POSITION
FOR THE SIX MONTHS ENDED DECEMBER 31, 2017

	<u>1H 2018 Actual</u>	<u>1H 2017 Actual</u>	<u>Variance \$</u>	<u>Variance %</u>
OPERATING REVENUES				
Charges for water sales	\$ 58,467,387	\$ 57,381,582	\$ 1,085,805	2%
Hydroelectric sales	1,937,694	818,878	1,118,816	137%
Other operating sales	<u>1,778,341</u>	<u>1,486,547</u>	<u>291,794</u>	<u>20%</u>
Total Operating Revenues	<u>62,183,422</u>	<u>59,687,007</u>	<u>2,496,415</u>	<u>4%</u>
OPERATING EXPENSES				
Salaries and wages	9,301,042	8,916,018	385,024	4%
Employee benefits	4,208,741	4,160,529	48,212	1%
Services and supplies	<u>12,019,921</u>	<u>12,730,738</u>	<u>(710,817)</u>	<u>-6%</u>
Total operating expenses before depreciation	25,529,704	25,807,285	(277,581)	-1%
Depreciation	<u>17,030,751</u>	<u>16,101,304</u>	<u>929,447</u>	<u>6%</u>
Total operating expenses	<u>42,560,455</u>	<u>41,908,589</u>	<u>651,866</u>	<u>2%</u>
OPERATING INCOME	19,622,967	17,778,418	1,844,549	10%
NONOPERATING REVENUES (EXPENSES)				
Investment earnings	921,265	1,310,373	(389,108)	-30%
Net increase (decrease) in FV of investments	(312,289)	(242,588)	(69,701)	29%
Gain (loss) on disposal of assets	20,764	305	20,459	6708%
Amortization of bond/note issuance costs	(238,340)	(161,298)	(77,042)	48%
Interest expense	(5,561,145)	(8,023,615)	2,462,470	-31%
Other nonoperating revenue	-	-	-	-
Other nonoperating expense	<u>-</u>	<u>(243,000)</u>	<u>243,000</u>	<u>-100%</u>
Total nonoperating revenues (expenses)	<u>(5,169,745)</u>	<u>(7,359,823)</u>	<u>2,190,078</u>	<u>-30%</u>
Gain (Loss) before capital contributions	<u>14,453,222</u>	<u>10,418,595</u>	<u>4,034,627</u>	<u>39%</u>
CAPITAL CONTRIBUTIONS				
Grants	19,377	1,191,168	(1,171,791)	-98%
Water meter retrofit program	859,077	(41,899)	900,976	-2150%
Developer infrastructure contributions	-	-	-	-
Developer will-serve contributions (net of refunds)	2,505,776	2,986,946	(481,170)	-16%
Developer capital contributions-other	2,911,868	2,126,205	785,663	37%
Developer facility charges (net of refunds)	3,015,271	2,856,989	158,282	6%
Contributions from others	<u>39,345</u>	<u>1,244,000</u>	<u>(1,204,655)</u>	<u>-97%</u>
Net capital contributions	<u>9,350,714</u>	<u>10,363,409</u>	<u>(1,012,695)</u>	<u>-10%</u>
CHANGE IN NET POSITION	23,803,936	20,782,004	3,021,932	15%
NET POSITION, BEGINNING OF PERIOD	<u>631,462,629</u>	<u>584,982,314</u>	<u>46,480,315</u>	<u>8%</u>
NET POSITION, END OF PERIOD	<u>\$ 655,266,565</u>	<u>\$ 605,764,318</u>	<u>\$ 49,502,247</u>	<u>8%</u>

TRUCKEE MEADOWS WATER AUTHORITY
STATEMENTS OF CASH FLOWS
FOR THE SIX MONTHS ENDED DECEMBER 31, 2017

	<u>1H 2018 Actual</u>	<u>1H 2018 Budget</u>	<u>Variance \$</u>	<u>Variance %</u>
OPERATING ACTIVITIES				
Cash received from customers	\$ 65,757,629	\$ 59,879,618	\$ 5,878,011	10%
Cash paid to employees	(13,087,908)	(14,591,676)	1,503,768	-10%
Cash paid to suppliers	(14,946,741)	(13,302,650)	(1,644,091)	12%
Net cash from (used for) operating activities	<u>37,722,980</u>	<u>31,985,292</u>	<u>5,737,688</u>	<u>18%</u>
CAPITAL AND RELATED FINANCING ACTIVITIES				
Acquisition and construction of capital assets	(15,430,115)	(21,516,000)	6,085,885	-28%
Interest paid on financing	(6,060,605)	(9,040,831)	2,980,226	-33%
Principal paid on financing	(1,746,424)	(1,737,428)	(8,996)	1%
Proceeds from refunding bonds	-	-	-	-
Issuance of commercial paper notes	-	-	-	-
Redemption of commercial paper notes	(9,200,000)	(9,200,000)	-	0%
Proceeds transferred to refunding escrow	-	-	-	-
Proceeds from capital debt issuance	-	-	-	-
Proceeds from capital asset disposal	20,764	-	20,764	-
Contributions for water meter retrofit program	859,077	390,744	468,333	120%
Contributions from developers-will-serve letters	2,505,776	2,517,372	(11,596)	0%
Contributions from developers-other	2,911,868	2,172,648	739,220	34%
Contributions from developers-facility charges	3,015,271	2,413,218	602,053	25%
Contributions from others	39,345	-	39,345	-
Grants	19,377	100,000	(80,623)	-81%
Bond/Note issuance costs	(137,967)	(234,312)	96,345	-41%
Net cash from (used for) capital and relating financing activities	<u>(23,203,633)</u>	<u>(34,134,589)</u>	<u>10,930,956</u>	<u>-32%</u>
INVESTING ACTIVITIES				
Cash received in connection with WCWU transfer of operations	-	-	-	-
Cash received from STMGID subsequent to merger	-	-	-	-
Verdi Business Park receivable	-	-	-	-
Payments received on Verdi Business Park receivable	30,494	-	30,494	-
Interest received	548,407	671,346	(122,939)	-18%
Net cash from used for) investing activities	<u>578,901</u>	<u>671,346</u>	<u>(92,445)</u>	<u>-14%</u>
NET CHANGE IN CASH AND CASH EQUIVALENTS	15,098,248	(1,477,951)	16,576,199	-1122%
CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD	<u>174,036,630</u>	<u>174,036,630</u>	<u>-</u>	<u>0%</u>
CASH AND CASH EQUIVALENTS, END OF PERIOD	<u>\$ 189,134,878</u>	<u>\$ 172,558,679</u>	<u>\$ 16,576,199</u>	<u>10%</u>

TRUCKEE MEADOWS WATER AUTHORITY
 STATEMENTS OF NET POSITION
 FOR THE SIX MONTHS ENDED DECEMBER 31, 2017

	ASSETS			
	Dec-17	Jun-17	Variance \$	Variance %
CURRENT ASSETS				
Cash and investments	\$ 144,196,722	\$ 132,203,954	\$ 11,992,768	9%
Accounts receivable, net	11,407,237	14,803,390	(3,396,153)	-23%
Due from others	305,623	333,417	(27,794)	-8%
Due from other governments	-	9,559	(9,559)	-100%
Interest receivable	655,730	595,161	60,569	10%
Prepaid assets and other assets	1,380,476	1,222,604	157,872	13%
	<u>157,945,788</u>	<u>149,168,085</u>	<u>8,777,703</u>	<u>6%</u>
RESTRICTED CURRENT ASSETS				
Cash and investments				
Water meter retrofit program	3,208,958	2,369,793	839,165	35%
Current bond debt service	8,290,600	6,250,183	2,040,417	33%
	<u>11,499,558</u>	<u>8,619,976</u>	<u>2,879,582</u>	<u>33%</u>
Total current assets	<u>169,445,346</u>	<u>157,788,061</u>	<u>11,657,285</u>	<u>7%</u>
RESTRICTED NONCURRENT ASSETS				
Cash and investments				
Future bond debt service	3,260,943	3,242,632	18,311	1%
Operations and maintenance	9,005,365	8,797,778	207,587	2%
Renewal and replacement	20,672,290	20,672,290	-	0%
Water rate stabilization	500,000	500,000	-	0%
Hydro asset purchase	-	-	-	-
	<u>33,438,598</u>	<u>33,212,700</u>	<u>225,898</u>	<u>1%</u>
NONCURRENT ASSETS				
Capital assets, not depreciated	161,885,075	150,655,018	11,230,057	7%
Capital assets, depreciated	775,102,097	791,037,884	(15,935,787)	-2%
Prepaid bond insurance and other assets	513,398	510,360	3,038	1%
	<u>937,500,570</u>	<u>942,203,262</u>	<u>(4,702,692)</u>	<u>0%</u>
Total noncurrent assets	<u>970,939,168</u>	<u>975,415,962</u>	<u>(4,476,794)</u>	<u>0%</u>
Totals assets	<u>1,140,384,514</u>	<u>1,133,204,023</u>	<u>7,180,491</u>	<u>1%</u>
DEFERRED OUTFLOW OF RESOURCES				
Deferred amount on bond refundings	3,046,952	3,154,276	(107,324)	-3%
Deferred amount on net pension liability	14,239,295	14,239,295	-	0%
Total deferred outflow of resources	<u>17,286,247</u>	<u>17,393,571</u>	<u>(107,324)</u>	<u>-1%</u>
TOTAL ASSETS AND DEFERRED OUTFLOW OF RESOURCES	<u>\$ 1,157,670,761</u>	<u>\$ 1,150,597,594</u>	<u>\$ 7,073,167</u>	<u>1%</u>

LIABILITIES

CURRENT LIABILITIES PAYABLE FROM UNRESTRICTED CURRENT ASSETS

Accounts payable	\$ 2,462,982	\$ 3,028,060	\$ (565,078)	-19%
Contracts and retention payable	200,312	3,305,406	(3,105,094)	-94%
Accrued liabilities	4,334,249	3,912,374	421,875	11%
Due to other governments	1,635,152	3,738,649	(2,103,497)	-56%
Accrued interest payable	422,876	384,147	38,729	10%
Current portion of long-term debt	76,029,172	85,205,701	(9,176,529)	-11%
Customer deposits and amounts due to developers	2,870,663	2,729,962	140,701	5%
	<u>87,955,406</u>	<u>102,304,299</u>	<u>(14,348,893)</u>	<u>-14%</u>

CURRENT LIABILITIES PAYABLE FROM RESTRICTED CURRENT ASSETS

Current portion of long-term debt	885,000	850,000	35,000	4%
Interest payable	7,405,600	5,400,183	2,005,417	37%
	<u>8,290,600</u>	<u>6,250,183</u>	<u>2,040,417</u>	<u>33%</u>
Total current liabilities	<u>96,246,006</u>	<u>108,554,482</u>	<u>(12,308,476)</u>	<u>-11%</u>

NONCURRENT LIABILITIES

Net pension liability	35,783,246	35,783,246	-	0%
Long-term debt, net of current portion	367,852,325	372,259,981	(4,407,656)	-1%
Total noncurrent liabilities	<u>403,635,571</u>	<u>408,043,227</u>	<u>(4,407,656)</u>	<u>-1%</u>
Total liabilities	<u>499,881,577</u>	<u>516,597,709</u>	<u>(16,716,132)</u>	<u>-3%</u>

DEFERRED INFLOW OF RESOURCES

Deferred amount on net pension liability	2,410,007	2,410,007	-	0%
Deferred amount on bond refundings	112,613	127,250	(14,637)	-12%
Total deferred inflow of resources	<u>2,522,620</u>	<u>2,537,257</u>	<u>(14,637)</u>	<u>-1%</u>
Total liabilities and deferred inflow of resources	<u>502,404,197</u>	<u>519,134,966</u>	<u>(16,730,769)</u>	<u>-3%</u>

NET POSITION

Net investment in capital assets	506,700,472	506,700,472	-	0%
Restricted for water meter retrofit program	2,369,793	2,369,793	-	0%
Restricted for debt service	850,000	850,000	-	0%
Restricted for operations and maintenance reserve	4,197,778	4,197,778	-	0%
Restricted for renewal and replacement reserve	20,672,290	20,672,290	-	0%
Restricted for water rate stabilization	500,000	500,000	-	0%
Unrestricted	96,172,295	49,691,981	46,480,314	94%
Current Change in Net Position	23,803,936	46,480,314	(22,676,378)	-49%
Unrestricted	<u>119,976,231</u>	<u>96,172,295</u>	<u>23,803,936</u>	<u>25%</u>
Total net position	<u>655,266,564</u>	<u>631,462,628</u>	<u>23,803,936</u>	<u>4%</u>

TOTAL LIABILITIES, DEFERRED INFLOW OF RESOURCES, AND NET POSITION

	<u>\$ 1,157,670,761</u>	<u>\$ 1,150,597,594</u>	<u>\$ 7,073,167</u>	<u>1%</u>
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STAFF REPORT

TO: Board of Directors
THRU: Mark Foree, General Manager
FROM: Michele Sullivan, CFO
Scott Estes, Director of Engineering
DATE: February 12, 2018
SUBJECT: **Discussion and action on adoption of Resolution No. 258: A resolution to approve a principle forgiveness loan in the amount of \$500,000 from the State of Nevada Drinking Water State Revolving Fund (DWSRF) for completion of the Verdi Main Extension and annexation of the Riverbelle Mobile Home Park into the TMWA water system; and approval for Authority to absorb any indebtedness as a result of Riverbelle completing on-site water system improvements funded through a DWSRF loan**

Recommendation:

Approve an official resolution accepting the Authority's DWSRF principle forgiveness loan and for Authority to absorb any Riverbelle indebtedness after Riverbelle completes on-site water system improvements funded by their own DWSRF loan.

Summary:

- Authority has been approved for receipt of a \$500,000 DWSRF principle forgiveness "loan", which is really a grant, upon completion of the current Verdi Main Extension Project and annexation of the Riverbelle Mobile Home Park into the TMWA retail service area. The water facilities within Riverbelle Mobile Home park would continue to be owned and operated by the owner of the mobile home park. TMWA would supply water service to the mobile home park through a master meter, and the owner of the park would be the customer of record.
- Riverbelle has been approved for a DWSRF loan in the amount of \$343,563 to fund construction of on-site water system improvements necessary to upgrade their system and to receive water service from Authority.
- Per the terms and conditions of the attached draft Annexation Agreement, Authority would absorb Riverbelle's DWSRF indebtedness. Authority would be reimbursed through a special surcharge which would be added to Riverbelle's monthly water bill.

Background:

The current Verdi Main Extension project consists of about 4,800 feet of 18-inch water main between the West Meadows subdivision and Hab Drive. The project will extend water service to the west side of the Truckee River and will allow TMWA to provide water service to the Riverbelle Mobile Home Park and eventually the Boomtown system. The total estimated project cost is \$3,000,000. Upon completion of the Verdi Main Extension and providing water service to the Riverbelle Mobile Home Park, TMWA will receive the \$500,000 principle forgiveness payment from the DWSRF. Although it currently appears unlikely, TMWA may become eligible for a second principle forgiveness payment if the existing Verdi Mutual Water Company system across Highway 40 can also be consolidated into the TMWA system. TMWA has also submitted a pre-application for a third DWSRF principle forgiveness loan associated with completion of the Boomtown connection.

Attachments:

Resolution No. 258

Draft Annexation Agreement – Riverbelle MHP

TRUCKEE MEADOWS WATER AUTHORITY

RESOLUTION NO. 258

A RESOLUTION APPROVING A PRINCIPAL FORGIVENESS LOAN FROM THE STATE OF NEVADA DRINKING WATER STATE REVOLVING FUND IN THE AMOUNT OF \$500,000 FOR COMPLETION OF THE VERDI MAIN EXTENSION AND ANNEXATION OF THE RIVERBELLE MOBILE HOME PARK INTO THE TMWA WATER SYSTEM AND TO ABSORB INDEBTEDNESS AS A RESULT OF THE COMPLETION OF ON SITE WATER SYSTEM IMPROVEMENTS BY RIVERBELLE FUNDED THROUGH THE DWSRF LOAN

WHEREAS, the Board for Financing Water Projects (the “Board”) of the State of Nevada (the “State”) is authorized by Nevada Revised Statutes (“NRS”) Chapter 445A.265 to approve the Division of Environmental Protection (“Division”) prioritized lists of water projects and to approve the commitment of funds from the account for the revolving fund for loans to community water systems and non-transient water systems for costs of capital improvements required and made necessary pursuant to NRS 445A.800 to 445A.955, inclusive, by the Safe Drinking Water Act (42 U.S.C. §§ 300f *et seq.*) and by the regulations adopted pursuant thereto; and

WHEREAS, the Division has the responsibility of administering the Drinking Water State Revolving Fund (“DWSRF”) program; and

WHEREAS, on June 14, 2017 the Board, pursuant to NRS 445A.265, approved the 2018 Priority List of water projects eligible for loans from the account for the revolving fund under the Drinking Water State Revolving Fund; and

WHEREAS, the Truckee Meadows Water Authority owns and operates a public water system in Reno/Sparks/Washoe County, Nevada; and

WHEREAS, the Division has approved a commitment of funds to the Truckee Meadows Water Authority for funding in the amount of \$500,000 (“Authority DWSRF Loan”) for a project to make improvements to the water system, including completion of the Verdi Main Extension and improvements necessary to annex the Riverbelle Mobile Home Park into the Authority’s water system (the “Riverbelle Project”). The Authority DWSRF Loan includes terms which provide for 100% principal forgiveness; and

WHEREAS, Riverbelle Properties LLC has been approved for additional funding from the Division in the amount of \$343,563 (“Riverbelle DWSRF Loan”) to fund construction of on-site improvements to the water system necessary to annex the system into, and receive water service from, the Authority.

Truckee Meadows Water Authority
Resolution No. 258 continued

WHEREAS, the Board believes the annexation of the Riverbelle Mobile Home Park , construction of the Riverbelle Project and assumption of the Riverbelle DWSRF Loan is in the best interests of Authority and is appropriate and justified.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE TRUCKEE MEADOWS WATER AUTHORITY DOES RESOLVE:

1. The Riverbelle Project and Authority DWSRF Loan proposal has been reviewed and approved by the Board and the Board supports and believes pursuing the Riverbelle Project, Authority DWSRF Loan and assumption of the Riverbelle DWSRF Loan is in the best interests of the Authority.

2. The General Manager is authorized to annex the Riverbelle Mobile Home Park, and is authorized to commit the Authority to the financial and legal obligations associated with the Riverbelle Project, the Authority DWSRF Loan and the assumption of the Riverbelle DWSRF Loan in connection with the annexation of the Riverbelle Mobile Home Park into the Authority water system.

3. The General Manager is authorized to use commercially reasonable efforts to consummate the annexation of the Riverbelle Mobile Home Park into the Authority water system, and is authorized and directed to take all action necessary or appropriate to effectuate the provisions of this resolution and consummate the transactions contemplated by the Riverbelle annexation and Riverbelle Project, including without limiting the generality of the foregoing, the preparation and signing of all necessary documents to effectuate the Authority DWSRF Loan and assumption of the Riverbelle DWSRF Loan.

Upon motion of _____, seconded by _____, the foregoing Resolution was passed and adopted this 21st day of February, 2018, by the following vote of the Board:

Ayes: _____

Nays: _____

Abstain: _____ Absent: _____

Approved this 21st day of February, 2018

STATE OF NEVADA,)
 : ss.
COUNTY OF WASHOE.)

On this 21st day of February, 2018, _____,
_____ of the Board of Truckee Meadows Water Authority, personally
appeared before me, a Notary Public in and for said County and State, and acknowledged that he
executed the above instrument freely and voluntarily and for the purposes therein mentioned.

Notary Public

APN: 038-100-06, 038-100-17, 038-100-24

When Recorded, Return to:

Truckee Meadows Water Authority
Attn: Amanda Duncan, ARWP, Land Agent
P O Box 30013
Reno, NV 89520-3013
TMWA WO: _____

RETAIL WATER SERVICE AREA ANNEXATION AGREEMENT

THIS RETAIL WATER SERVICE AREA ANNEXATION AGREEMENT (Annexation Agreement), entered into this _____ day of _____, 2018 (Effective Date), by and between **TRUCKEE MEADOWS WATER AUTHORITY** (Authority), a Joint Powers Authority entity created pursuant to a cooperative agreement among the cities of Reno, Nevada, Sparks, Nevada and Washoe County, Nevada pursuant to N.R.S. Chapter 277, and **RIVERBELLE PROPERTIES, LLC**, a Nevada limited liability company, (Owner) (each party may be referred to herein as a Party or collectively as the Parties).

WITNESSETH:

WHEREAS, Owner owns certain real property more particularly described on Exhibit A and depicted in Exhibit A-1 attached hereto incorporated herein by this reference (Property, or Owner's Project), located outside of Authority's current retail water service area.

WHEREAS, Owner operates a mobile home park on the Property, including a private water system which provides water service within the Property to various occupants.

WHEREAS, Owner desires the Authority to expand its retail water service area to provide water service to the Property, the express intention being that Authority will deliver water to a master meter on the Property, that Owner shall be the customer of record with Authority, and that Owner shall remain solely responsible for all operation, maintenance, repair and replacement of private water facilities and services downstream of the master meter and supply to users downstream of the master meter.

WHEREAS, Authority has entered various annexation agreements with West Meadows Investments, Inc., Cerebrus Holdings, LLC, River Bend Mobile Home Park and Storage, LLC, and Verdi Business Park, pursuant to which Authority has agreed to expand its retail service area to include certain real property in the vicinity of the Owner's Property conditional on the construction and dedication of various water facilities improvements,

including an 18-inch diameter feeder main parallel to US 40 to the West Meadows Estates subdivision to the northeast of Owner's Property (the "US 40 Feeder Main").

WHEREAS, it is anticipated that without further water system improvements, the US 40 Feeder Main will only be able to provide a very limited capacity for water services, which limited capacity shall be available to customers, including Owner, on a first come, first served basis in accordance with TMWA Rules and prior annexation agreements with nearby property owners.

WHEREAS, the expansion of Authority's retail water service area may require dedication of certain real property or water system facility improvements to facilitate the efficient management and operation of Authority's system to include the Property in its retail water service area.

WHEREAS, Authority is willing to expand its retail water service area to include water service to the Property and Owner agrees to the expansion of Authority's retail water service area upon the terms and conditions set forth in this Agreement, subject to and on the express condition that Owner fully and completely perform the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties agree as follows:

1. Expansion of Water Service Area. Authority agrees to expand its retail water service area as set forth in Exhibits A and A-1 attached hereto to provide water service for the Property; provided, however, that such expansion of the Authority's retail water service area is specifically conditioned upon execution of this Agreement by Owner and the Authority, and the complete and satisfactory performance of the terms and conditions in Section 2 herein by Owner and its permitted successors and assigns, to the extent applicable.

2. Conditions to Annexation. The following conditions must be satisfied within the time frames stipulated below or this Agreement shall automatically terminate, and the Property shall be deemed de-annexed from the Authority retail service area.

2.1 Construction/Dedication of Facility Improvements. The Authority has determined that additions, improvements and/or modifications to its Water System Facilities are required to expand its retail water service area to include the Property. Owner is responsible for certain costs related to the off-site additions, improvements and modifications to the Authority's Water System Facilities, which Owner shall pay through its share of Water System Facility Charges (including the Area Facility Unit Cost for Charge Area 7) as delineated on Exhibit B attached hereto and incorporated herein by reference. Owner acknowledges the Area Facility Unit Cost for Charge Area 7 (Verdi) has not yet been adopted by the Authority, and the amounts set forth on Exhibit B, are estimates only, and

are subject to change pending final adoption of the Area 7 Charge Area Unit Cost. The Water System Facility Charges actually paid by the Owner will be the Water System Facility Charges in effect at the time of execution of the Water Service Agreement. Owner acknowledges and agrees that Authority shall have no obligation to provide water service to any portion of the Property until Authority has extended the US 40 Feeder Main from the West Meadows subdivision to Owner's Property and Owner has dedicated the easement described below.

2.2 Dedication of Real Property. The Authority has determined that the dedication of an easement from Owner over, across, and through a portion of the Property is required to expand its retail water service area to the Property. The form of such easement is attached hereto as Exhibit C. Such easement shall be conveyed free and clear of all liens and encumbrances, and Owner shall obtain and provide Authority prior to dedication, at Owner's expense, a preliminary title report for any property offered for dedication showing all matters of record affecting such property. Owner is solely responsible for obtaining all appropriate permits, licenses, construction easements, subordination agreements, consents from lenders, and other necessary rights from all necessary parties to dedicate property with title acceptable to Authority. Owner may not apply for, nor shall Authority shall have any obligation to issue or enter, a Water Service Agreement for service to any portion of the Property until Owner has granted the necessary easement to the Authority in such form, location, scope and condition of title satisfactory to Authority. Furthermore, unless such real property is granted to Authority no later than twenty-four (24) months from the Effective Date of this Annexation Agreement, this Annexation Agreement shall automatically terminate, and the Property shall be deemed de-annexed from the Authority retail service area. In the event Owner has not conveyed the real property within the 24-month period, Owner may submit a written request for, and Authority in its sole discretion may grant, an extension up to one-year if Owner can show reasonable justification to Authority why the real property was not transferred.

2.3 DWSRF Loan. For purposes of this Agreement, the term "DWSRF Loan" means that certain indebtedness in the original principal amount of \$ _____ entered or to be entered between Owner, as borrower, and the State of Nevada, Division of Environmental Protection as lender, pursuant to the Nevada Drinking Water State Revolving Fund program, evidenced by that certain Drinking Water State Revolving Fund Loan Contract No. DW _____ between Owner, as borrower, and the State of Nevada, dated _____, 2018. All DWSRF Loan documents shall be submitted to the Authority in advance for review and approval. Authority shall have no obligation to provide water service to the Property unless: i) Authority shall have approved the terms and conditions of the DWSRF Loan; ii) Owner shall have secured all other necessary approvals for, and shall have closed and received all funding due in connection with, the DWSRF Loan; iii) Owner shall have completed construction of the Project being financed by the DWSRF Loan to the satisfaction of the State of Nevada, Division of Environmental Protection and the Authority; and iv) Owner shall have received all necessary approvals for the assignment and assumption of the DWSRF Loan to the Authority on such terms and conditions acceptable to the

Authority in its sole discretion, or, at the Authority's option, Owner shall have received such approvals as are necessary for the Authority to pay and retire the DWSRF Loan on such terms and conditions acceptable to the Authority, in its sole discretion. If the DWSRF Loan is not assignable or the terms of the assignment or DWSRF Loan itself are for any reason unacceptable to the Authority, the Authority may, at its option: (i) pay the DSWRF Loan off in full by paying its principal and accrued, unpaid interest to the State, if the State will accept such payoff, or (ii) terminate this Annexation Agreement with no further obligation to Owner and record a Notice of De-Annexation on the Property.

2.4 Special Charges. Authority shall be entitled to impose and collect from Owner and its successors and assigns or from any customer receiving water service on the Property, and on such allocable basis determined by Authority consistent with this Section, a special charges on future water service ("Special Charge"), on a dollar-for-dollar basis: to repay the indebtedness created by the DWSRF Loan and interest thereon, and principal and interest on any substitute for the DWSRF Loan, including, in the event Authority pays the DWSRF Loan off with cash at any time, reimbursement of Authority for such payment of the DWSRF Loan, including the principal thereof and interest that would have been paid on the DWSRF Loan had it not been paid off by Authority. The anticipated amount of the Special Charge is set forth on the attached Exhibit D and incorporated by reference. Each customer shall be responsible for paying the Special Charge as a condition of water service.

2.4.1 Continuing Lien. Owner for itself and behalf of its successors and assigns to the Property or any portion thereof, hereby covenants and agrees to pay the Special Charge to the Authority, and agrees the Special Charge, together with interest thereon, late charges, costs, and reasonable attorneys' fees for the collection thereof, is and shall be a charge against Property and shall be a continuing lien upon the Property against which such Special Charge is made until paid in full, and may, at the Authority's election, be collected on the Authority's behalf by the Washoe County Assessor through the property tax rolls assessed against the Property in the same manner as propter tax deficiencies.

2.5 Cooperation and Participation in Special Assessment District. Owner acknowledges that Authority may, in conjunction with the City of Reno and/or Washoe County, utilize the creation of a special improvement district or special assessment district (referred to herein as the "SAD") to supplement and/or offset the Area 7 Unit Cost and finance water system facility improvements which facilitate water service to the Verdi area, including Owner's Property. To the extent the City of Reno and/or Washoe County initiate the process to create the SAD for the purpose of financing Authority water system improvements which finance, in whole or in part, the construction of water system improvements used to provide water service to Owner's Property, Owner agrees that is shall support and petition to include the Property within the SAD upon request from Authority, including consenting to the imposition of assessments on the Property in furtherance of such SAD financing. Owner acknowledges that creation of the SAD may be a critical element in financing the necessary water system improvements required to provide service to the Verdi

area and Owner's Property, and Owner's agreement to support and participate in the SAD is a material inducement to TMWA's willingness to annex the Property.

3. Conditions of Water Service. Owner acknowledges and agrees that this Annexation Agreement merely addresses conditions required for the expansion of Authority's retail water service area, and that Owner must independently comply with all applicable requirements in Authority's Rules before the Authority has any obligation to provide water service to the Property, including without limitation (i) submitting and receiving approval from the Authority of appropriate applications for service; (ii) dedicating sufficient Water Resources to the Authority and receiving a Will Serve Commitment for service to the Property; (iii) in addition to any dedication requirements in Section 2 of this Annexation Agreement, dedicating appropriate easements and other real property required for service; (iv) in addition to any dedication requirements in Section 2 of this Annexation Agreement, installing, constructing and dedicating on-site water system facility additions, improvements or modifications such as backflow facilities and private fire laterals or further additions, improvements, extensions or modifications to Authority's Water System Facilities such as service taps, service lines and meter facilities as necessary to provide the requested new service(s) or modification of service(s) to the Property; and (v) satisfying such other terms and conditions pursuant to the Authority's Rules and any requirements of any local governmental entity with jurisdiction over the Property as necessary to obtain a Will-Serve Commitment letter from the Authority for the delivery of water to the Property. Owner shall submit such applications and execute such other documents required by Authority's Rules and procedures prior to being eligible for the delivery of water to the Property. Owner acknowledges that Owner will continue to own, and shall be solely responsible for the operation, maintenance, repair and replacement of all private water facilities located downstream of Authority's water facilities necessary to provide water and fire service to the mobile home park and post office, it being the express intention that unless otherwise agreed by Authority in writing, water service to the Property will be provided to a master meter on the Property and Owner shall be responsible for any deliveries to users downstream. All such conditions, dedications, additions, improvements, extensions and modifications shall be made in accordance with the Authority's Rules and regulations in effect at the time Authority and Owner enter into any agreement or agreements for the specific dedication, additions, improvements or modifications required to provide water service to the Property.

4. General Terms

4.1 Owner acknowledges and agrees that it is entering this Annexation Agreement voluntarily, that the expansion of Authority's service area is specifically conditioned on Owner's performance of all terms and conditions contained herein, and that if any of the provisions of this Annexation Agreement are deemed unenforceable or if Owner fails to perform any of its obligations hereunder, Authority is under no obligation to expand its service area to include any portion of the Property for which the Authority has not previously entered an agreement to provide water service. Nothing in this paragraph shall be construed to grant Owner a right, and Owner specifically waives any right, if any exists,

to dispute any of the terms and conditions of this Annexation Agreement under Rule 8 in Authority's Rules, as such may be amended from time to time. Upon annexation of the Property, the Parties acknowledge and agree that both are bound by the terms and conditions of the rules and regulations adopted by Authority, as the rules and regulations may be amended from time to time, and as such rules may exist at the time service is applied for or requested for the Property or certain phases of the Property.

4.2. Any written notices or communications required hereunder shall be served by placing such notices in the U.S. Mail, postage prepaid, properly addressed to the following:

To: Authority	Truckee Meadows Water Authority Attn. General Manager P.O. Box 30013 Reno, NV 89520-3013
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To: Owner	Riverbelle Properties, LLC. Attn: James R. Harker, Managing Member 1401 W. 4 th Street Reno, NV 89503
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4.3. This Annexation Agreement shall inure to and be binding upon the parties, their respective successors and assigns.

4.4. This Annexation Agreement shall not be modified except in writing, signed by all parties.

4.5. This Annexation Agreement represents the entire agreement between the Parties related to the expansion of the Authority's retail water service area and supersedes all prior representations and agreements whether written or oral with respect to the covenants and conditions provided herein; provided, however, that the obligations set forth in this Annexation Agreement shall be in addition to, and do not supersede or replace, any obligations that may be imposed upon Owner under Authority's Rules.

4.6 This Annexation Agreement and terms and conditions herein shall run with the land and be binding upon and inure to the benefit and burden of the parties to the agreement and their heirs, successors and assigns and any future owners of the Property.

4.7 Neither this Annexation Agreement nor any of the terms set forth herein shall be effective or binding on Authority until this Annexation Agreement is executed by Authority, and the Authority will be under no obligation to execute this Annexation Agreement if not executed and returned by Owners to the Authority by _____.

IN WITNESS WHEREOF, the Parties hereto have executed this Annexation Agreement effective as of the Effective Date first written above.

**TRUCKEE MEADOWS WATER
AUTHORITY, A Joint Powers Authority**

RIVERBELLE PROPERTIES, LLC,
a Nevada limited liability company

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

STATE OF _____)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2018, by
_____ as _____,
RIVERBELLE PROPERTIES, LLC, on behalf of said Nevada limited liability company
as therein named.

NOTARY PUBLIC

STATE OF NEVADA _____)
) ss
COUNTY OF WASHOE _____)

This instrument was acknowledged before me on _____, 2018, by
MARK FOREE as General Manager, for **TRUCKEE MEADOWS WATER
AUTHORITY**, on behalf of said Joint Powers Authority therein named.

NOTARY PUBLIC

Exhibit A
Description of Property

PARCEL A

The land referred to herein is situated in the State of Nevada, County of Washoe, described as follows:

That certain parcel of real property situated in the County of Washoe, State of Nevada, commonly known as the Riverbelle Trailer Park, described as follows:

A portion of the Southeast one-quarter of the Southeast one-quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 8, T19N R18E MDB&M. Said portion being a fraction of real property conveyed to the Truckee River General Electric Company (a predecessor company of the Sierra Pacific Power Company) by deed recorded December 28, 1915 in Book C of Deeds, Page 131, Official Records of Washoe County, Nevada, and further described as follows:

Commencing at the Southeast section corner of said Section 8 as marked by a brass disc set on top of a 4" diameter pipe;

Thence North 89°49'20" West along the South section line of said Section 8 a distance of 579.54 feet to a 2" diameter capped pipe which point being the true point of beginning;

Thence from said true point of beginning, North 08°02'20" West a distance of 530.65 feet to a 6" by 6" concrete post marking the Southerly right of way of U.S. Highway 40;

Thence along said right of way line, North 78°22'43" East to a point on the high water mark on the Northern bank of the Truckee River;

Thence in a Southerly direction along the said high water mark to its point of intersection with the aforementioned South section line of said Section 8;

Thence North 89°49'20" West along said South section line to the true point of beginning.

APN: 038-100-06

Exhibit A
Description of Property (Continued)

PARCEL B

The land referred to herein is situated in the State of Nevada, County of Washoe, described as follows:

Beginning at a point on the South line of said Section 8, from which point the Section corner common to Sections 8, 9, 16 and 17, Township 19 North, Range 18 East, M.D.B.&M., as now established, bears South 89°49'20" East 579.54 feet; thence North 08°02'20" West 530.65 feet to a point on the Southerly right of way line of the Nevada State Highway, U.S. 40; thence South 78°22'43" West 1387.31 feet along the Southerly line of said Highway U.S. 40 to its intersection with the Northerly right of way line of the Southern Pacific Company's railroad; thence Southeasterly along the Northerly right of way line of the said Southern Pacific Company's railroad on the arc of a curve, curving to the right a distance of 510.89 feet, the chord of which bears South 85°20'28" East 508.33 feet, through a central angle of 13°50'16" and a radius of 2109.91 feet; thence Southeasterly along said right of way line on the arc of a curve, curving to the right a distance of 157.87 feet, the chord of which bears South 77°17'50" East 157.45 feet, through a central angle of 2°15' and a radius of 4009.52 feet; thence South 76°10'20" East 710.40 feet along the Northerly right of way line of said railroad to a point on the South line of said Section 8; thence South 89°49'20" East 83.02 feet along the said South line of Section 8 to the point of beginning.

EXCEPTING THEREFROM a portion of the Southeast one-quarter of the Southeast one-quarter (SE ¼ SE ¼) of Section 8, T19N R18E MDB&M. Said portion being a fraction of real property conveyed to the Truckee River General Electric Company (a predecessor company of the Sierra Pacific Power Company) by deed recorded December 28, 1915 in Book C of Deeds, Page 331, Official Records of Washoe County, Nevada, and further described as follows:

Commencing at the Southeast section corner of said Section 8 as marked by a brass disc set on top of a 4" diameter pipe;

Thence North 89°49'20" West along the South section line of said Section 8 a distance of 579.54 feet to a 2" diameter capped pipe which point being the true point of beginning;

Thence from said true point of beginning, North 08°02'20" West a distance of 530.65 feet to a 6" by 6" concrete post marking the southerly right of way of U.S. Highway 40;

Exhibit A
Description of Property (Continued)

Thence along said right of way line, North 78°22'43" East to a point on the high water mark on the northern bank of the Truckee River;

Thence in a Southerly direction along the said high water mark to its point of intersection with the aforementioned South section line of said Section 8;

Thence North 89°49'20" West along said South section line to the true point of beginning.

FURTHER EXCEPTING THEREFROM a portion of the Southwest one-quarter (SW ¼) of the Southeast one-quarter (SE ¼) of Section 8, T19N R18E MDB&M, and more particularly described as follows:

Commencing at a point on the South line of said Section 8, from which point the Section corner common to Sections 8, 9, 16, and 17, said township and range, bears South 89°49'20" East 579.54 feet;

Thence, North 08°02'20" West 530.65 feet to a point on the Southern right of way line of the Nevada State Highway, Route U.S. 40;

Thence, South 78°22'43" West 1387.31 feet along said Southern line to the point of intersection with the Northern right of way line of the Southern Pacific Company's railroad, said point being the TRUE POINT OF BEGINNING;

Thence, Southeasterly along said Northern right of way line, curving to the right on the arc of a curve having a radius of 2109.91 feet, a distance of 420.32 feet; the chord of which bears South 86°33'09" East 419.63 feet, through a central angle of 11°24'50";

Thence, leaving said Northern right of way line, and running North 13°49'40" East 120.81 feet to a point on the aforesaid Southern right of way line of the Nevada State Highway, Route U.S. 40;

Thence, South 78°22'43" West along said line to the place of beginning.

APN: 038-100-17

PARCEL C

The real property situated in Washoe County, Nevada, described as follows:

A portion of the Southwest one-quarter (SW ¼) of the Southeast one-quarter (SE ¼) of Section 8, T19N, R18E, MDB&M, and more particularly described as follows:

Commencing at a point on the South line of said Section 8, from which point the Section corner common to Section 8, 9, 16, and 17, said township and range, bears South 89°49'20" East 579.54 feet;

Thence, North 08°02'20" West 530.65 feet to a point on the Southern right of way line of the Nevada State Highway, Route U.S. 40;

Thence, South 78°22'43" West 1387.31 feet along said Southern line to the point of intersection with the Northern right of way line of the Southern Pacific Company's railroad, said point being the TRUE POINT OF BEGINNING;

Thence, Southeasterly along said Northern right of way line, curving to the right on the arc of a curve having a radius of 2109.91 feet, a distance of 420.32 feet; the chord of which bears South 86°33'09" East 419.63 feet, through a central angle of 11°24'50";

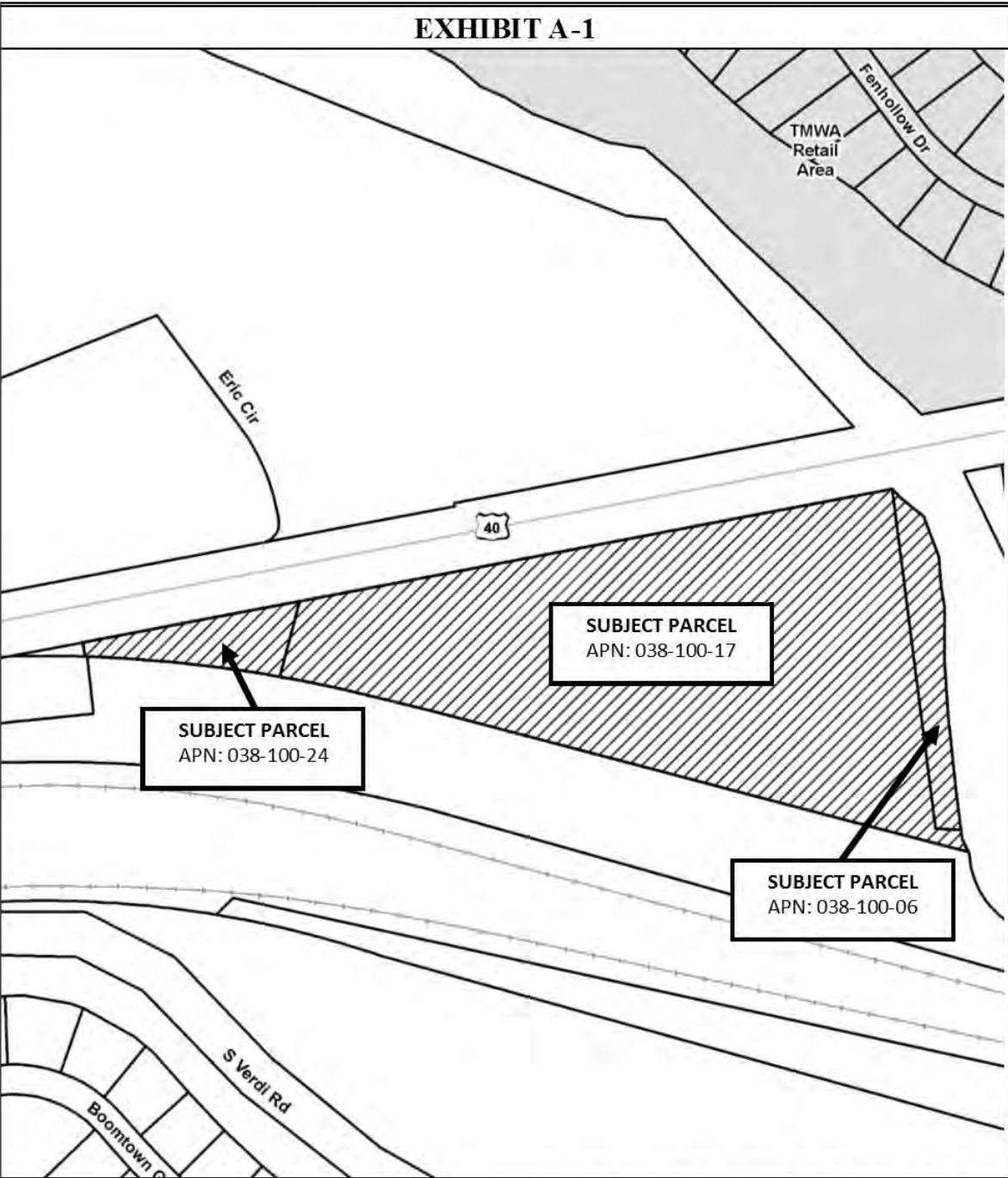
Thence, leaving said Northern right of way line, and running North 13°49'40" East 120.81 feet to a point on the afore-said Southern right of way line of the Nevada State Highway, Route U.S. 40;

Thence, South 78°22'43" West along said line to the place of beginning, containing a 0.5054 of an acre, more or less.

APN: 038-100-24

Street Address: 1755 West U.S. 40, Verdi, Nevada 89439

The above legal description was derived from a Quitclaim Deed dated May 4, 1978, that was recorded May 10, 1978, as Document Number 531202 of Official Records of Washoe County, Nevada.



**EXHIBIT MAP A-1: ANNEXATION
EXHIBIT MAP FOR
RIVERBELLE PROPERTIES, LLC
A Nevada limited liability company
APN: 038-100-06, 038-100-17
and 038-100-24**

**Exhibit B
 Description of Conditions of Annexation**

**Riverbelle Properties, LLC
 FACILITY REQUIREMENTS AND APPROXIMATE COSTS TO BE PAID BY RIVERBELLE**

Estimated Major Water Facility Costs

Description	Quantity	Unit	Unit Cost	Total Cost
Area 7 Facility Charge ¹	21.5	GPM	\$5,047	\$108,511
Supply-Treatment Facility Charge	21.5	GPM	\$4,163	\$89,505
			Total	\$198,016

Exhibit B Notes:

1. The Area 7 Facility Charge has not yet been established, and the amount shown is a current estimate. The actual amount of the facility charge may vary. Water System Facility Charges are determined based on the maximum day demand (MDD) of the project. The above MDD is estimated and will be determined at the time final development plans are submitted with a formal application for water service. All facility requirements listed above are preliminary and are subject to change during the final planning and design process.
2. The Authority's Water Facility Charges are subject to change from time to time to accurately reflect the cost of the facilities required to serve growth and finance or carrying charges incurred by the Authority. The Unit Costs shown above are estimates only. The Facility Charges actually paid by the Applicant will be the Facility Charges in effect at the time of execution of the Water Service Agreement.
3. The above costs do not reflect the cost of on-site facilities such as meter facilities, backflow facilities, private fire facilities and pressure regulating facilities. The Applicant is advised that future water system improvements constructed by the Authority will result in service pressures that will exceed 80 psi; therefore, Applicant will be required to construct pressure regulating facilities when water service is requested. If the Applicant does not retain their existing well for irrigation purposes including successfully changing the manner of use of existing groundwater rights, Applicant will be required to abandon the well in accordance with state and local regulations and ordinances.
4. Review of conceptual plans or tentative maps by the Authority does not constitute an application for service, nor implies a commitment by the Authority for planning, design or construction of the water facilities necessary for service. The extent of required off-site and on-site water infrastructure improvements will be determined by the Authority upon receiving a specific development proposal or complete application for service and upon review and approval of a water facilities plan by the local health authority. Because the NAC 445A Water System regulations are subject to interpretation, the Authority cannot guarantee that a subsequent water facility plan will be approved by the health authority or that a timely review and approval of the Project will be made. The Applicant should carefully consider the financial risk associated with committing resources to their project prior to receiving all required approvals. After submittal of a complete Application for Service, the required facilities, the cost of these facilities and associated fees will be estimated and will be included as part of the Water Service Agreement necessary for the Project. All fees must be paid to the Authority prior to water delivery to the Project.

Exhibit C
Form of Water Facilities Easement and Temporary Construction Easement

A.P.N: 038-100-06 & 17

After Recordation Return To:

Truckee Meadows Water Authority
P.O. Box 30013
Reno, Nevada 89520-3013
Attn: Heather Edmunson, SR/WA, Land Agent

The undersigned hereby affirms that this document submitted for recording does not contain the personal information of any person or persons per N.R.S. 239B.030.

**GRANT OF EASEMENT FOR
WATER FACILITIES**

THIS INDENTURE, made and entered into this ___ day of _____, 2017, by and between **RIVERBELLE PROPERTIES, LLC, a Nevada limited liability company**, (hereinafter referred to as "Grantor"), and **TRUCKEE MEADOWS WATER AUTHORITY**, a Joint Powers Authority entity created pursuant to a cooperative agreement among the cities of Reno, Nevada, Sparks, Nevada and Washoe County, Nevada, pursuant to N.R.S. Chapter 277 (hereinafter referred to as "Grantee").

RECITALS

- A. Grantor owns the real property located in Washoe County, Nevada, commonly referred to as Assessor Parcel Numbers 038-100-06 and 038-100-17 (the "Grantor Property");
- B. Grantee operates a municipal water system in Washoe County;
- C. Grantor desires to grant an easement to Grantee over a portion of the Grantor Property, for the purposes of and on the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

GRANT OF EASEMENT

1. Grant of Easement. Grantor hereby grants to Grantee, its successors, assigns,

agents, and licensees a permanent and non-exclusive easement and right of way to construct, alter, maintain, inspect, repair, reconstruct, and operate water system facilities, together with the appropriate mains, markers, conduits, pipes, generators, pump stations, valve boxes, meters, fixtures, and any other facilities or appurtenances deemed necessary or convenient by Grantee to provide water service (hereinafter called "Water Facilities"), over, across, upon, under, and through that portion of the Grantor Property more fully described on **Exhibit "A"** and shown on **Exhibit "B"** attached hereto and made a part hereof (the "Easement Area").

2. Access. Grantee shall have at all times ingress and egress to the Easement Area, including over the Grantor Property to the extent necessary, for the purposes set forth above.

3. Hold Harmless. Subject to the limitation of NRS Chapter 41 and Paragraph 4 below, Grantee shall be responsible for any loss, damage or injury suffered or sustained by Grantor for any damage to the personal property or improvements located on the Grantor Property, to the extent directly caused by any negligent act or omission of Grantee in constructing, maintaining, and operating the Water Facilities in the Easement Area.

4. No Interference. Grantor shall not, without Grantee's prior written consent (which consent shall not be unreasonably withheld), plant, erect or construct, nor permit to be planted, erected or constructed, within the Easement Area, any shrubs, trees, buildings, fences, structures, or any other improvement or obstruction which in the reasonable judgment of Grantee interferes with Grantee's access to and use of the Easement Area for the intended purposes, nor shall Grantor engage in or permit any activity to occur within the Easement Area which in the reasonable judgment of Grantee is inconsistent with Grantee's use of the Easement Area.

Except as to landscaping, pavement or concrete otherwise permitted by Grantee pursuant to this Section, Grantee shall have the right, without payment, liability or notice to Grantor, to remove or clear any and all buildings, fences, structures, paving, combustible materials, trees, brush, debris, or any other obstruction from the Easement Area, which in the reasonable judgment of Grantee may interfere with or endanger Grantee's access to or use of the Easement Property or the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of the Water Facilities.

5. Reimbursement for Grantor Breach. Grantor shall reimburse Grantee for the reasonable costs incurred by Grantee as a result of Grantor's breach of any covenant of Grantor set forth herein.

6. Relocation of Easement Area and Water Facilities. Grantor may, at any time, request the relocation of the Easement Area and Water Facilities to a new location on the Grantor Property, and Grantee agrees to perform such relocation provided (i) such new location is suitable to Grantee (in its sole discretion) for Grantee's intended purposes; (ii) Grantor convey to Grantee an equivalent easement in the new location; and (iii) Grantor pay for all reasonable out-of-pocket costs and expenses incurred by Grantee arising from or related to the

relocation of the Water Facilities, whether on or off the Grantor Property, including design costs and retirement of existing facilities.

7. Grantor Warranties. Grantor warrants and represents to Grantee as follows:

a. Title to Grantor's Property. Grantor owns fee title to Grantor's Property and the Easement Area and there are no prior encumbrances, liens, restrictions, covenants or conditions applicable to the Easement Area which will frustrate or make impossible the purposes of the easements granted herein.

b. Authority. The person(s) signing this Easement on behalf of Grantor is duly authorized to so sign and has the full power and authority to bind Grantor, to sell and convey the Easement Area to Grantee, and to enter into and perform the obligations hereunder.

c. Defects. Grantor has no knowledge of any defects or conditions of the Easement Area or Grantor's Property which would impair Grantee's ability to enjoy the use and purpose of this Easement.

d. Legal Access. Legal and sufficient access to this Grant of Easement exists through either the access easement granted hereunder, another easement transferred to Grantee or from a public road.

e. Contracts or Leases. There are no leases, licenses, permits or other contracts with third parties which affect any portion of the Easement Area.

f. Pending Litigation. Grantor is not aware of any pending or threatened litigation or regulatory actions regarding the Easement Area and the Easement Area is not subject to any foreclosure or deed in lieu of foreclosure.

THIS GRANT OF EASEMENT and the terms contained herein are granted in gross for the benefit of Grantee and shall run with the land and shall be binding upon and shall inure to the benefit of Grantor and Grantee and the successors, agents and assigns of Grantor and Grantee, and all rights herein granted may be assigned.

TO HAVE AND TO HOLD all and singular the said premises, granted together with the appurtenances, unto said Grantee, its successors, agents and assigns forever.

IN WITNESS WHEREOF, Grantor has caused these presents duly to be executed the day and year first above written.

RIVERBELLE PROPERTIES, LLC

By: _____
James R. Harker, Managing Member

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me this _____ day of _____, 2017,
by James R. Harker, Managing Member of **RIVERBELLE PROPERTIES, LLC**, on behalf
of said Nevada limited liability company as therein named.

Notary Public

EXHIBIT "A"
LEGAL DESCRIPTION
20' PERMANENT EASEMENT
PORTIONS OF APN 038-100-06 & 038-100-17

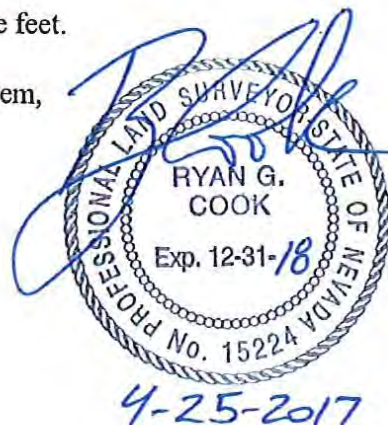
A parcel of land situated within the Southeast Quarter of Section 8 and within the Northeast Quarter of Section 17, Township 19 North, Range 18 East, MDM, being more particularly described as follows:

Beginning at a point on the Southerly right-of-way of U.S. Highway 40 as shown on Record of Survey 4276, File Number 2887390, of the Official Records of Washoe County, Nevada, from which the Southeast corner of said Section 8 bears South 66°54'00" East a distance of 1164.12 feet;
thence departing said Southerly right-of-way South 53°17'45" East a distance of 26.85 feet;
thence North 81°42'43" East a distance of 364.49 feet;
thence South 58°46'09" East a distance of 60.65 feet;
thence South 09°29'40" East a distance of 293.85 feet;
thence North 80°04'02" East a distance of 18.85 feet;
thence South 09°27'45" East a distance of 21.00 feet;
thence North 79°56'22" East a distance of 15.67 feet to a point on the high water mark of the Truckee River as shown on said Record of Survey 4276;
thence along said high water mark South 05°52'09" East a distance of 20.05 feet;
thence departing said high water mark South 79°56'22" West a distance of 33.02 feet;
thence South 09°53'31" East a distance of 149.45 feet to a point on the Northerly right-of-way of Union Pacific Railroad as shown on said Record of Survey 4276;
thence along said Northerly right-of-way North 75°16'57" West a distance of 22.00 feet;
thence departing said Northerly right-of-way North 09°53'31" West a distance of 171.36 feet;
thence North 09°29'40" West a distance of 294.79 feet;
thence North 58°46'09" West a distance of 44.29 feet;
thence South 81°42'43" West a distance of 365.59 feet;
thence North 53°17'45" West a distance of 53.51 feet to a point on the Southerly right-of-way of U.S. Highway 40;
thence along said Southerly right-of-way North 79°16'06" East a distance of 27.15 feet to the Point of Beginning.

Said parcel contains an area of approximately 19,729 square feet.

BASIS OF BEARINGS: Nevada State Plane Coordinate System,
West Zone Grid, NAD83.

Description Prepared By:
Ryan G. Cook, PLS 15224
Summit Engineering Corp.
5405 Mae Anne Avenue
Reno, Nevada 89523



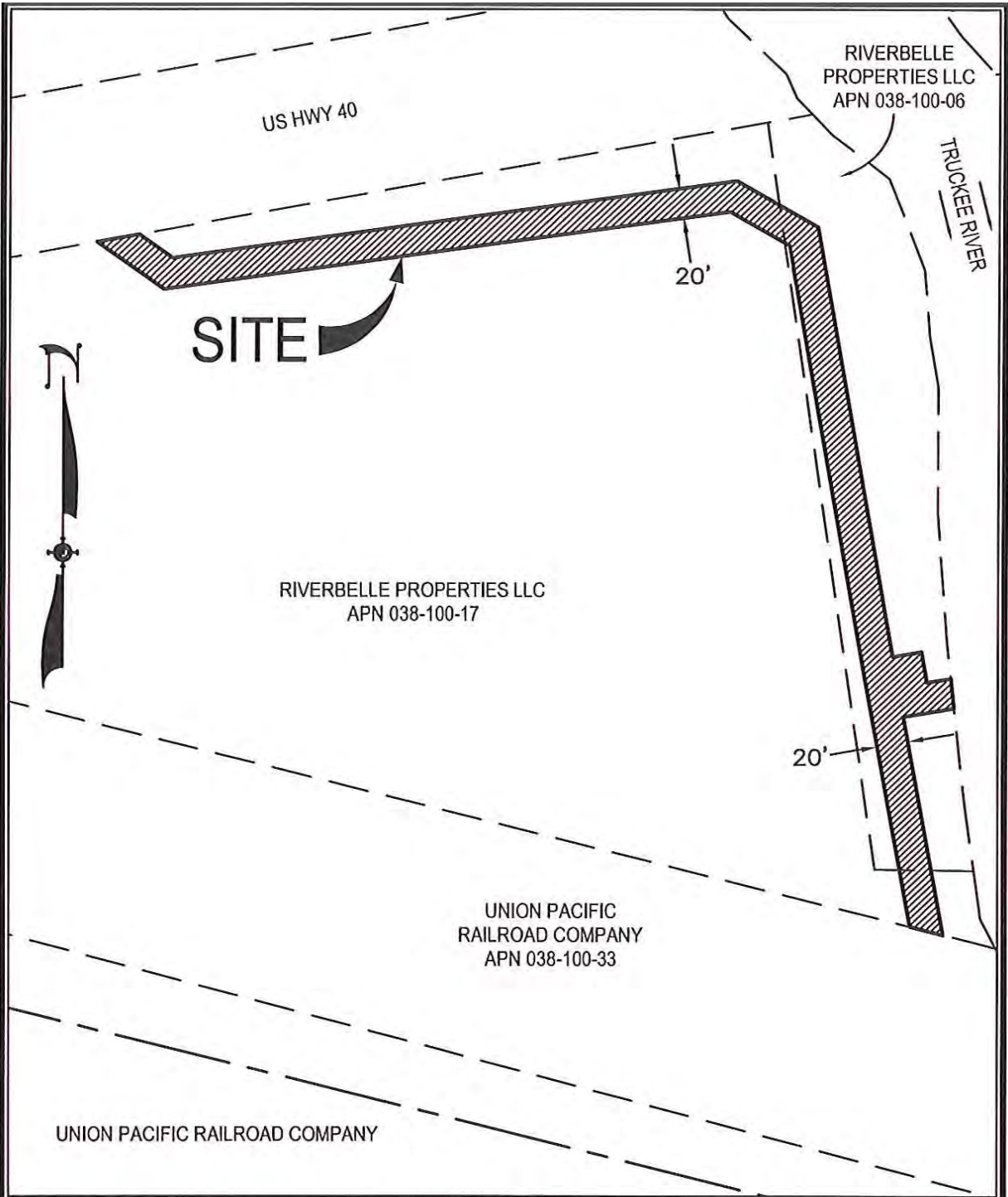


EXHIBIT "B"
TO ACCOMPANY
LEGAL DESCRIPTION

SCALE: 1"=100'
 20' PERMANENT
 TMWA EASEMENT



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Exhibit C – Cont’d

A.P.N: 038-100-06 & 17

After Recordation Return To

Truckee Meadows Water Authority
P.O. Box 30013
Reno, Nevada 89520-3013
Attn: Heather Edmunson, SR/WA, Land Agent

**GRANT OF TEMPORARY ACCESS
AND CONSTRUCTION EASEMENT**

This Grant of Temporary Access and Construction Easement is made this ____ day of _____, 2017 (Effective Date), between **RIVERBELLE PROPERTIES, LLC, a Nevada limited liability company**, (Grantor) and **TRUCKEE MEADOWS WATER AUTHORITY**, a Joint Powers Authority entity, created pursuant to a cooperative agreement among the Cities of Reno, Nevada, Sparks, Nevada and, Washoe County, Nevada, pursuant to NRS CHAPTER 277, a Joint Powers Authority (Grantee).

RECITALS

A. Grantor owns that certain real property located in Washoe County, Nevada and identified as Assessor Parcel Number 038-100-06 and Parcel Number 038-100-17, which is more particularly described in Exhibit “A” and depicted in Exhibit “B” (Property).

B. Grantee owns and operates a municipal water system in Washoe County.

C. Grantee seeks a temporary access and construction easement to use the Property for construction purposes related to constructing a waterline. Grantor desires to provide Grantee with a temporary easement for access and construction related to the “Verdi Waterline Project.”

NOW, THEREFORE, Grantor, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, and its employees, contractors, agents, and licensees a temporary and exclusive easement to access and use the Property for construction purposes related to the Verdi Waterline Project (Easement).

2. Exclusive Easement. The Easement is exclusive, however, Grantee must provide Grantor with reasonable access to the Property so long as such access does not

interfere with Grantee’s use of the Property under the Easement.

3. Term and Termination. The term of the Easement shall be six months from the date construction begins on the Verdi Waterline Project, which date shall be determined by Grantee in its sole discretion. If the Project is not completed in six months, then Grantee may extend the term for up to an addition six-month period so long as it pays Grantor \$825.00 per month until it vacates the Property.

4. Indemnification. Subject to and without waiving the limitations in NRS Chapter 41, Grantee shall indemnify and hold Grantor and its successors and assigns harmless from any claim, action, liability, loss, damage, or suit asserted by or against Grantor arising from Grantee’s, or its employees, contractors, agents, or licensees’, use of the Property under this Easement.

5. Covenant Running with the Land. This Easement shall benefit Grantee in gross, and shall run with and be binding on Grantor and their successors and assigns and all rights herein granted may be assigned.

IN WITNESS WHEREOF, Grantors have executed this Easement as of the Effective Date.

GRANTOR:

RIVERBELLE PROPERTIES, LLC,
a Nevada limited liability company

By: _____
James R. Harker, Managing Member

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me this _____ day of _____, 2017, by James R. Harker, as Managing Member of **RIVERBELLE PROPERTIES, LLC**, on behalf of said **Nevada** limited liability company as therein named.

Notary Public

EXHIBIT "A"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT
PORTIONS OF APN 038-100-06 & 038-100-17

A parcel of land situated within the Southeast Quarter of Section 8 and within the Northeast Quarter of Section 17, Township 19 North, Range 18 East, MDM, being more particularly described as follows:

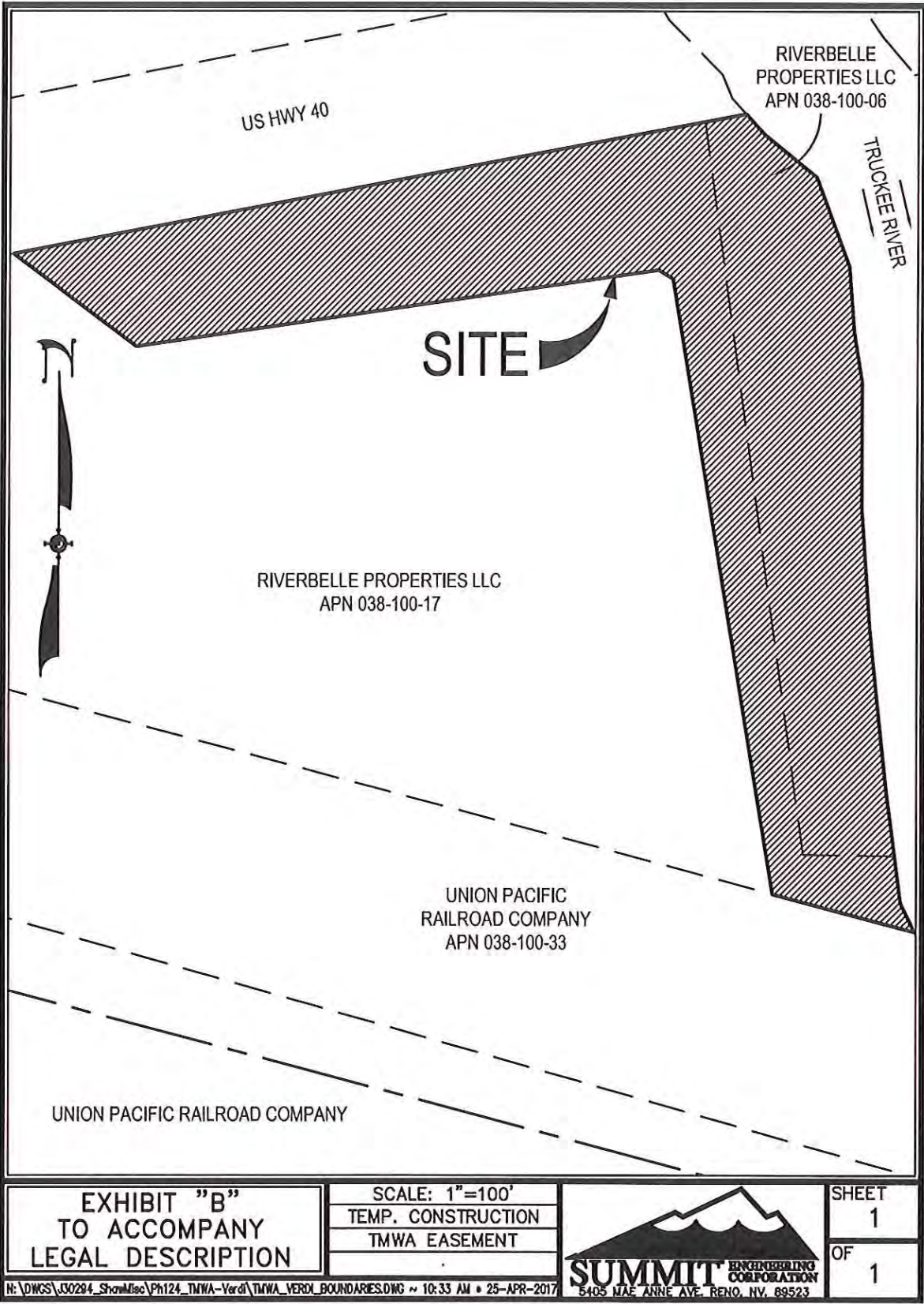
Beginning at a point on the Southerly right-of-way of U.S. Highway 40 as shown on Record of Survey 4276, File Number 2887390, of the Official Records of Washoe County, Nevada, from which the Southeast corner of said Section 8 bears South 69°00'31" East a distance of 1232.62 feet;
thence along said Southerly right-of-way North 79°16'06" East a distance of 519.27 feet to a point on the high water mark of the Truckee River as shown on said Record of Survey 4276;
thence along said high water mark South 42°19'45" East a distance of 18.80 feet;
thence South 51°00'57" East a distance of 47.22 feet;
thence South 20°25'16" East a distance of 65.64 feet;
thence South 04°25'32" East a distance of 45.35 feet;
thence South 08°59'47" East a distance of 34.54 feet;
thence South 00°00'08" West a distance of 85.22 feet;
thence South 04°00'05" East a distance of 84.53 feet;
thence South 05°52'09" East a distance of 113.42 feet;
thence South 07°36'08" East a distance of 62.03 feet;
thence South 07°36'08" East a distance of 15.07 feet;
thence South 26°15'52" East a distance of 21.77 feet to a point on the Northerly right-of-way of Union Pacific Railroad as shown on said Record of Survey 4276;
thence along said Northerly right-of-way North 75°16'57" West a distance of 101.73 feet;
thence departing said Northerly right-of-way North 09°29'40" West a distance of 429.28 feet;
thence North 58°46'09" West a distance of 11.58 feet;
thence South 81°42'43" West a distance of 367.79 feet;
thence North 53°17'45" West a distance of 106.81 feet to the Point of Beginning.

Said parcel contains an area of approximately 2.11 acres.

BASIS OF BEARINGS: Nevada State Plane Coordinate System,
West Zone Grid, NAD83.

Description Prepared By:
Ryan G. Cook, PLS 15224
Summit Engineering Corp.
5405 Mae Anne Avenue
Reno, Nevada 89523





**Exhibit D
 Special Charge**

Riverbelle MHP - Special Monthly Charge for DWSRF Loan Debt

Loan Amnt = \$343,563.00
 Interest Rate = 2.550 %
 Loan Period = 240 months
 Mo. Paymnt = \$1,828.93

<u>Date</u>	<u>Interest</u>	<u>Principle</u>	<u>Balance</u>
Oct-18			\$ 343,563.00
Nov-18	\$ 730.07	\$ 1,098.86	\$ 342,464.14
Dec-18	\$ 727.74	\$ 1,101.19	\$ 341,362.95
Jan-19	\$ 725.40	\$ 1,103.53	\$ 340,259.41
Feb-19	\$ 723.05	\$ 1,105.88	\$ 339,153.53
Mar-19	\$ 720.70	\$ 1,108.23	\$ 338,045.30
Apr-19	\$ 718.35	\$ 1,110.58	\$ 336,934.72
May-19	\$ 715.99	\$ 1,112.94	\$ 335,821.78
Jun-19	\$ 713.62	\$ 1,115.31	\$ 334,706.47
Jul-19	\$ 711.25	\$ 1,117.68	\$ 333,588.79
Aug-19	\$ 708.88	\$ 1,120.05	\$ 332,468.73
Sep-19	\$ 706.50	\$ 1,122.43	\$ 331,346.30
Oct-19	\$ 704.11	\$ 1,124.82	\$ 330,221.48
Nov-19	\$ 701.72	\$ 1,127.21	\$ 329,094.27
Dec-19	\$ 699.33	\$ 1,129.61	\$ 327,964.66
Jan-20	\$ 696.92	\$ 1,132.01	\$ 326,832.66
Feb-20	\$ 694.52	\$ 1,134.41	\$ 325,698.25
Mar-20	\$ 692.11	\$ 1,136.82	\$ 324,561.43
Apr-20	\$ 689.69	\$ 1,139.24	\$ 323,422.19
May-20	\$ 687.27	\$ 1,141.66	\$ 322,280.53
Jun-20	\$ 684.85	\$ 1,144.08	\$ 321,136.45
Jul-20	\$ 682.41	\$ 1,146.52	\$ 319,989.93
Aug-20	\$ 679.98	\$ 1,148.95	\$ 318,840.98
Sep-20	\$ 677.54	\$ 1,151.39	\$ 317,689.58
Oct-20	\$ 675.09	\$ 1,153.84	\$ 316,535.74
Nov-20	\$ 672.64	\$ 1,156.29	\$ 315,379.45
Dec-20	\$ 670.18	\$ 1,158.75	\$ 314,220.70
Jan-21	\$ 667.72	\$ 1,161.21	\$ 313,059.49
Feb-21	\$ 665.25	\$ 1,163.68	\$ 311,895.81
Mar-21	\$ 662.78	\$ 1,166.15	\$ 310,729.66
Apr-21	\$ 660.30	\$ 1,168.63	\$ 309,561.03
May-21	\$ 657.82	\$ 1,171.11	\$ 308,389.92
Jun-21	\$ 655.33	\$ 1,173.60	\$ 307,216.32
Jul-21	\$ 652.83	\$ 1,176.10	\$ 306,040.22
Aug-21	\$ 650.34	\$ 1,178.60	\$ 304,861.62
Sep-21	\$ 647.83	\$ 1,181.10	\$ 303,680.53
Oct-21	\$ 645.32	\$ 1,183.61	\$ 302,496.92

Nov-21	\$	642.81	\$	1,186.12	\$	301,310.79
Dec-21	\$	640.29	\$	1,188.65	\$	300,122.15
Jan-22	\$	637.76	\$	1,191.17	\$	298,930.98
Feb-22	\$	635.23	\$	1,193.70	\$	297,737.27
Mar-22	\$	632.69	\$	1,196.24	\$	296,541.03
Apr-22	\$	630.15	\$	1,198.78	\$	295,342.25
May-22	\$	627.60	\$	1,201.33	\$	294,140.93
Jun-22	\$	625.05	\$	1,203.88	\$	292,937.04
Jul-22	\$	622.49	\$	1,206.44	\$	291,730.60
Aug-22	\$	619.93	\$	1,209.00	\$	290,521.60
Sep-22	\$	617.36	\$	1,211.57	\$	289,310.03
Oct-22	\$	614.78	\$	1,214.15	\$	288,095.88
Nov-22	\$	612.20	\$	1,216.73	\$	286,879.16
Dec-22	\$	609.62	\$	1,219.31	\$	285,659.84
Jan-23	\$	607.03	\$	1,221.90	\$	284,437.94
Feb-23	\$	604.43	\$	1,224.50	\$	283,213.44
Mar-23	\$	601.83	\$	1,227.10	\$	281,986.34
Apr-23	\$	599.22	\$	1,229.71	\$	280,756.63
May-23	\$	596.61	\$	1,232.32	\$	279,524.31
Jun-23	\$	593.99	\$	1,234.94	\$	278,289.37
Jul-23	\$	591.36	\$	1,237.57	\$	277,051.80
Aug-23	\$	588.74	\$	1,240.20	\$	275,811.60
Sep-23	\$	586.10	\$	1,242.83	\$	274,568.77
Oct-23	\$	583.46	\$	1,245.47	\$	273,323.30
Nov-23	\$	580.81	\$	1,248.12	\$	272,075.18
Dec-23	\$	578.16	\$	1,250.77	\$	270,824.41
Jan-24	\$	575.50	\$	1,253.43	\$	269,570.98
Feb-24	\$	572.84	\$	1,256.09	\$	268,314.89
Mar-24	\$	570.17	\$	1,258.76	\$	267,056.13
Apr-24	\$	567.49	\$	1,261.44	\$	265,794.69
May-24	\$	564.81	\$	1,264.12	\$	264,530.58
Jun-24	\$	562.13	\$	1,266.80	\$	263,263.77
Jul-24	\$	559.44	\$	1,269.49	\$	261,994.28
Aug-24	\$	556.74	\$	1,272.19	\$	260,722.09
Sep-24	\$	554.03	\$	1,274.90	\$	259,447.19
Oct-24	\$	551.33	\$	1,277.61	\$	258,169.59
Nov-24	\$	548.61	\$	1,280.32	\$	256,889.27
Dec-24	\$	545.89	\$	1,283.04	\$	255,606.22
Jan-25	\$	543.16	\$	1,285.77	\$	254,320.46
Feb-25	\$	540.43	\$	1,288.50	\$	253,031.96
Mar-25	\$	537.69	\$	1,291.24	\$	251,740.72
Apr-25	\$	534.95	\$	1,293.98	\$	250,446.74
May-25	\$	532.20	\$	1,296.73	\$	249,150.01
Jun-25	\$	529.44	\$	1,299.49	\$	247,850.52
Jul-25	\$	526.68	\$	1,302.25	\$	246,548.27
Aug-25	\$	523.92	\$	1,305.02	\$	245,243.26
Sep-25	\$	521.14	\$	1,307.79	\$	243,935.47
Oct-25	\$	518.36	\$	1,310.57	\$	242,624.90

Nov-25	\$	515.58	\$	1,313.35	\$	241,311.55
Dec-25	\$	512.79	\$	1,316.14	\$	239,995.41
Jan-26	\$	509.99	\$	1,318.94	\$	238,676.47
Feb-26	\$	507.19	\$	1,321.74	\$	237,354.72
Mar-26	\$	504.38	\$	1,324.55	\$	236,030.17
Apr-26	\$	501.56	\$	1,327.37	\$	234,702.80
May-26	\$	498.74	\$	1,330.19	\$	233,372.62
Jun-26	\$	495.92	\$	1,333.01	\$	232,039.60
Jul-26	\$	493.08	\$	1,335.85	\$	230,703.76
Aug-26	\$	490.25	\$	1,338.69	\$	229,365.07
Sep-26	\$	487.40	\$	1,341.53	\$	228,023.54
Oct-26	\$	484.55	\$	1,344.38	\$	226,679.16
Nov-26	\$	481.69	\$	1,347.24	\$	225,331.92
Dec-26	\$	478.83	\$	1,350.10	\$	223,981.82
Jan-27	\$	475.96	\$	1,352.97	\$	222,628.86
Feb-27	\$	473.09	\$	1,355.84	\$	221,273.01
Mar-27	\$	470.21	\$	1,358.73	\$	219,914.29
Apr-27	\$	467.32	\$	1,361.61	\$	218,552.67
May-27	\$	464.42	\$	1,364.51	\$	217,188.17
Jun-27	\$	461.52	\$	1,367.41	\$	215,820.76
Jul-27	\$	458.62	\$	1,370.31	\$	214,450.45
Aug-27	\$	455.71	\$	1,373.22	\$	213,077.23
Sep-27	\$	452.79	\$	1,376.14	\$	211,701.09
Oct-27	\$	449.86	\$	1,379.07	\$	210,322.02
Nov-27	\$	446.93	\$	1,382.00	\$	208,940.02
Dec-27	\$	444.00	\$	1,384.93	\$	207,555.09
Jan-28	\$	441.05	\$	1,387.88	\$	206,167.21
Feb-28	\$	438.11	\$	1,390.83	\$	204,776.39
Mar-28	\$	435.15	\$	1,393.78	\$	203,382.61
Apr-28	\$	432.19	\$	1,396.74	\$	201,985.87
May-28	\$	429.22	\$	1,399.71	\$	200,586.16
Jun-28	\$	426.25	\$	1,402.68	\$	199,183.47
Jul-28	\$	423.26	\$	1,405.67	\$	197,777.81
Aug-28	\$	420.28	\$	1,408.65	\$	196,369.15
Sep-28	\$	417.28	\$	1,411.65	\$	194,957.51
Oct-28	\$	414.28	\$	1,414.65	\$	193,542.86
Nov-28	\$	411.28	\$	1,417.65	\$	192,125.21
Dec-28	\$	408.27	\$	1,420.66	\$	190,704.54
Jan-29	\$	405.25	\$	1,423.68	\$	189,280.86
Feb-29	\$	402.22	\$	1,426.71	\$	187,854.15
Mar-29	\$	399.19	\$	1,429.74	\$	186,424.41
Apr-29	\$	396.15	\$	1,432.78	\$	184,991.63
May-29	\$	393.11	\$	1,435.82	\$	183,555.81
Jun-29	\$	390.06	\$	1,438.87	\$	182,116.94
Jul-29	\$	387.00	\$	1,441.93	\$	180,675.00
Aug-29	\$	383.93	\$	1,445.00	\$	179,230.01
Sep-29	\$	380.86	\$	1,448.07	\$	177,781.94
Oct-29	\$	377.79	\$	1,451.14	\$	176,330.80

Nov-29	\$	374.70	\$	1,454.23	\$	174,876.57
Dec-29	\$	371.61	\$	1,457.32	\$	173,419.25
Jan-30	\$	368.52	\$	1,460.41	\$	171,958.84
Feb-30	\$	365.41	\$	1,463.52	\$	170,495.32
Mar-30	\$	362.30	\$	1,466.63	\$	169,028.69
Apr-30	\$	359.19	\$	1,469.74	\$	167,558.95
May-30	\$	356.06	\$	1,472.87	\$	166,086.08
Jun-30	\$	352.93	\$	1,476.00	\$	164,610.08
Jul-30	\$	349.80	\$	1,479.13	\$	163,130.95
Aug-30	\$	346.65	\$	1,482.28	\$	161,648.67
Sep-30	\$	343.50	\$	1,485.43	\$	160,163.24
Oct-30	\$	340.35	\$	1,488.58	\$	158,674.66
Nov-30	\$	337.18	\$	1,491.75	\$	157,182.91
Dec-30	\$	334.01	\$	1,494.92	\$	155,688.00
Jan-31	\$	330.84	\$	1,498.09	\$	154,189.90
Feb-31	\$	327.65	\$	1,501.28	\$	152,688.63
Mar-31	\$	324.46	\$	1,504.47	\$	151,184.16
Apr-31	\$	321.27	\$	1,507.66	\$	149,676.49
May-31	\$	318.06	\$	1,510.87	\$	148,165.63
Jun-31	\$	314.85	\$	1,514.08	\$	146,651.55
Jul-31	\$	311.63	\$	1,517.30	\$	145,134.25
Aug-31	\$	308.41	\$	1,520.52	\$	143,613.73
Sep-31	\$	305.18	\$	1,523.75	\$	142,089.98
Oct-31	\$	301.94	\$	1,526.99	\$	140,562.99
Nov-31	\$	298.70	\$	1,530.23	\$	139,032.76
Dec-31	\$	295.44	\$	1,533.49	\$	137,499.27
Jan-32	\$	292.19	\$	1,536.74	\$	135,962.53
Feb-32	\$	288.92	\$	1,540.01	\$	134,422.52
Mar-32	\$	285.65	\$	1,543.28	\$	132,879.23
Apr-32	\$	282.37	\$	1,546.56	\$	131,332.67
May-32	\$	279.08	\$	1,549.85	\$	129,782.82
Jun-32	\$	275.79	\$	1,553.14	\$	128,229.68
Jul-32	\$	272.49	\$	1,556.44	\$	126,673.24
Aug-32	\$	269.18	\$	1,559.75	\$	125,113.49
Sep-32	\$	265.87	\$	1,563.06	\$	123,550.42
Oct-32	\$	262.54	\$	1,566.39	\$	121,984.04
Nov-32	\$	259.22	\$	1,569.71	\$	120,414.32
Dec-32	\$	255.88	\$	1,573.05	\$	118,841.27
Jan-33	\$	252.54	\$	1,576.39	\$	117,264.88
Feb-33	\$	249.19	\$	1,579.74	\$	115,685.14
Mar-33	\$	245.83	\$	1,583.10	\$	114,102.04
Apr-33	\$	242.47	\$	1,586.46	\$	112,515.58
May-33	\$	239.10	\$	1,589.83	\$	110,925.74
Jun-33	\$	235.72	\$	1,593.21	\$	109,332.53
Jul-33	\$	232.33	\$	1,596.60	\$	107,735.93
Aug-33	\$	228.94	\$	1,599.99	\$	106,135.94
Sep-33	\$	225.54	\$	1,603.39	\$	104,532.55
Oct-33	\$	222.13	\$	1,606.80	\$	102,925.75

Nov-33	\$	218.72	\$	1,610.21	\$	101,315.53
Dec-33	\$	215.30	\$	1,613.63	\$	99,701.90
Jan-34	\$	211.87	\$	1,617.06	\$	98,084.83
Feb-34	\$	208.43	\$	1,620.50	\$	96,464.33
Mar-34	\$	204.99	\$	1,623.94	\$	94,840.39
Apr-34	\$	201.54	\$	1,627.39	\$	93,213.00
May-34	\$	198.08	\$	1,630.85	\$	91,582.14
Jun-34	\$	194.61	\$	1,634.32	\$	89,947.82
Jul-34	\$	191.14	\$	1,637.79	\$	88,310.03
Aug-34	\$	187.66	\$	1,641.27	\$	86,668.76
Sep-34	\$	184.17	\$	1,644.76	\$	85,024.00
Oct-34	\$	180.68	\$	1,648.25	\$	83,375.75
Nov-34	\$	177.17	\$	1,651.76	\$	81,723.99
Dec-34	\$	173.66	\$	1,655.27	\$	80,068.72
Jan-35	\$	170.15	\$	1,658.78	\$	78,409.94
Feb-35	\$	166.62	\$	1,662.31	\$	76,747.63
Mar-35	\$	163.09	\$	1,665.84	\$	75,081.79
Apr-35	\$	159.55	\$	1,669.38	\$	73,412.41
May-35	\$	156.00	\$	1,672.93	\$	71,739.48
Jun-35	\$	152.45	\$	1,676.48	\$	70,062.99
Jul-35	\$	148.88	\$	1,680.05	\$	68,382.95
Aug-35	\$	145.31	\$	1,683.62	\$	66,699.33
Sep-35	\$	141.74	\$	1,687.19	\$	65,012.14
Oct-35	\$	138.15	\$	1,690.78	\$	63,321.36
Nov-35	\$	134.56	\$	1,694.37	\$	61,626.98
Dec-35	\$	130.96	\$	1,697.97	\$	59,929.01
Jan-36	\$	127.35	\$	1,701.58	\$	58,227.43
Feb-36	\$	123.73	\$	1,705.20	\$	56,522.23
Mar-36	\$	120.11	\$	1,708.82	\$	54,813.41
Apr-36	\$	116.48	\$	1,712.45	\$	53,100.96
May-36	\$	112.84	\$	1,716.09	\$	51,384.87
Jun-36	\$	109.19	\$	1,719.74	\$	49,665.13
Jul-36	\$	105.54	\$	1,723.39	\$	47,941.74
Aug-36	\$	101.88	\$	1,727.05	\$	46,214.68
Sep-36	\$	98.21	\$	1,730.72	\$	44,483.96
Oct-36	\$	94.53	\$	1,734.40	\$	42,749.56
Nov-36	\$	90.84	\$	1,738.09	\$	41,011.47
Dec-36	\$	87.15	\$	1,741.78	\$	39,269.69
Jan-37	\$	83.45	\$	1,745.48	\$	37,524.21
Feb-37	\$	79.74	\$	1,749.19	\$	35,775.01
Mar-37	\$	76.02	\$	1,752.91	\$	34,022.11
Apr-37	\$	72.30	\$	1,756.63	\$	32,265.47
May-37	\$	68.56	\$	1,760.37	\$	30,505.11
Jun-37	\$	64.82	\$	1,764.11	\$	28,741.00
Jul-37	\$	61.07	\$	1,767.86	\$	26,973.14
Aug-37	\$	57.32	\$	1,771.61	\$	25,201.53
Sep-37	\$	53.55	\$	1,775.38	\$	23,426.15
Oct-37	\$	49.78	\$	1,779.15	\$	21,647.00

Nov-37	\$	46.00	\$	1,782.93	\$	19,864.07
Dec-37	\$	42.21	\$	1,786.72	\$	18,077.35
Jan-38	\$	38.41	\$	1,790.52	\$	16,286.84
Feb-38	\$	34.61	\$	1,794.32	\$	14,492.52
Mar-38	\$	30.80	\$	1,798.13	\$	12,694.38
Apr-38	\$	26.98	\$	1,801.95	\$	10,892.43
May-38	\$	23.15	\$	1,805.78	\$	9,086.64
Jun-38	\$	19.31	\$	1,809.62	\$	7,277.02
Jul-38	\$	15.46	\$	1,813.47	\$	5,463.55
Aug-38	\$	11.61	\$	1,817.32	\$	3,646.23
Sep-38	\$	7.75	\$	1,821.18	\$	1,825.05
Oct-38	\$	3.88	\$	1,825.05	\$	(0.00)

Notes to Exhibit D:

1. Actual loan amount is subject to change depending on the actual cost of Riverbelle improvements.
2. Actual interest rate TBD when the actual loan agreement is executed.



STAFF REPORT

TO: Chairman and Board Members
THRU: Mark Foree, General Manager
FROM: John Zimmerman and John Enloe
DATE: February 12, 2018
SUBJECT: **Discussion and action on request for adoption of Resolution No. 259: A Resolution approving the sale of up to 196.47 acre-feet of surplus water rights to the Pyramid Lake Paiute Tribe to augment instream flows and to authorize the General Manager to execute documents to complete the transaction**

Recommendation

The Board should adopt a resolution authorizing the sale of 196.47 acre-feet (afa) of surplus water rights to the Pyramid Lake Paiute Tribe and authorizing the General Manager to execute the documents necessary to complete the transaction.

Discussion

The Board approved the sale of 2,747 afa of surplus water rights to the Tribe in August 2015 (see *August 2015 Attachment*). That sale removed the last major obstacle to implementing TROA by satisfying Reno, Sparks, and Washoe County's obligation to provide 6,700 afa for water quality purposes. In the sale agreement, staff identified several so-called "replacement" water rights that were to be used if any of the offered rights were deemed unacceptable by the Tribe for any reason. The Tribe accepted all of the offered water rights, and therefore, none of the replacement water rights were sold in that transaction. The Tribe now, acting through the non-profit Great Basin Land & Water (GBLW), seeks to purchase these rights for instream flow purposes for \$5,750/afa.¹ In the prior transaction, the Board authorized the sale of these rights and they were deemed surplus property. This transaction is in TMWA's best interest and will benefit Truckee River water quality because the rights will be used for instream flow purposes. The offered price is reasonable based on sales described in a September 2016 water rights appraisal prepared for Washoe County and recent water right purchases by TMWA. The per acre-foot price of the prior TMWA sale to the Tribe was much lower and is not comparable

¹ GBLW is involved because it has received funding through Desert Terminal Lakes (DTL) Assistance Grant Agreements with the Bureau of Reclamation. DTL funding is provided for the acquisition of Truckee River water rights to be owned and managed by the Tribe for wildlife and instream flow purposes.

because it was based on the amount of funds available to the Tribe and GBLW at the time (\$7,000,000) and the amount of water rights needed to implement TROA (2,747 afa).

Under the Board's surplus property policy (Resolution No. 206), TMWA is authorized to sell surplus property if the General Manager certifies in writing that the property is not useful, has ceased to be necessary for the efficient operation of the Water Systems. The policy further provides that TMWA may sell water rights to any public agency, public utility, or the Tribe and that such sales are exempt from the notice, bidding, and appraisal procedures applicable to other transfers under the policy.

Attached to this report is a draft Purchase and Sale Agreement between TMWA, the Tribe, and GBLW. Under the Agreement, which is very similar to the prior agreement, TMWA would sell up to 196.47 afa of unexercised water rights to the Tribe for \$1,129,702.50. The water rights have zero book value, are not part of TMWA's storage rights for TROA, and have value in the proposed transaction. Additionally, the proposed transfer is to another government and furthers critical public interests in improving water quality in the Truckee River.

The water rights proposed for transfer are described in Exhibits A and C to the Agreement, which are blocks of converted irrigation water rights Sierra Pacific Power Company (Sierra) acquired beginning in the 1950's through the 1970's. These rights were acquired by Sierra, usually at no cost to the utility, and were added to Sierra's large pool of water resources without assignment or commitment to any particular parcel or water service. Beginning in 1982, Rule 7 was implemented by Sierra, which shifted the burden of acquiring water rights from Sierra to individuals who were seeking new water service from Sierra. With decline in water use over the past decades, a portion of this pool of water rights is no longer exercised. And, since TMWA has met and exceeded its TROA obligations by filing for over 18,000 afa² of water rights to credit store under TROA operations, a portion of these older water rights in the original pool will not be exercised for service or storage and will remain in the river for downstream users. Due to the various TROA constraints on using TMWA's unexercised water rights there is an advantage to selling these rights to the Tribe as it enables TMWA to derive a benefit from water rights which otherwise would remain unexercised for future municipal use and transfers the management obligations of water rights to the Tribe.

The water rights proposed in this transaction are not exercised for service, nor are they part of TMWA's Rule 7 inventory, but rather are excess rights that otherwise will not be monetized and whose transfer will not affect or impair net revenues. As indicated in the attached certification from the TMWA General Manager, the water rights are not a substantial and useful part of TMWA's Water System or required to meet the water demands of TMWA customers nor will the transfer of such water rights to the Tribe impair TMWA's ability to meet its revenue requirements. In accordance with the surplus property policy, staff has also conferred with Bond Counsel regarding any potential bond implications and has confirmed that the Bond Resolutions allow TMWA to sell these water rights to the Tribe.

² Per to TROA, TMWA is obligated to transfer only approximately 9,500 afa of irrigation rights for TROA implementation.

TRUCKEE MEADOWS WATER AUTHORITY

RESOLUTION NO. 259

**A RESOLUTION APPROVING THE SALE OF UP TO 196.47 ACRE FEET OF
SURPLUS WATER RIGHTS TO THE PYRAMID LAKE PAIUTE TRIBE TO
AUGMENT INSTREAM FLOWS AND AUTHORIZING THE GENERAL MANAGER
TO NEGOTIATE AND EXECUTE DOCUMENTS NECESSARY TO COMPLETE THE
TRANSACTION**

WHEREAS, in August 2015, the Authority entered into a purchase and sale agreement with the Pyramid Lake Paiute Tribe (“Tribe”) and Great Basin Land and Water (“GBLW”) pursuant to which Authority agreed to sell 2,747 acre feet of water rights to the Tribe for instream flow purposes to facilitate implementation of the Truckee River Operating Agreement.

WHEREAS, Authority holds a block of surplus water rights which the Authority cannot make available for new water service commitments, or monetize in a normal transaction but which could be changed through applications to the State Engineer to allow use for water quality purposes to further augment instream flows and benefit Truckee River water quality.

WHEREAS, pursuant to the Authority’s surplus property disposal policy, the General Manager or its designee is authorized to sell and convey water rights not otherwise necessary for the operations of the Water System to the Tribe on such terms deemed in the best interests of TMWA. Such transfers are exempt from the notice, bidding and appraisal procedures otherwise applicable under the policy.

WHEREAS, the General Manager has certified in writing to the Board that the Truckee River water rights listed on **Exhibit A** attached hereto and incorporated herein by this reference (the “Water Rights”) are not necessary for the operation of the system, and that it is in the best interests of the Authority to sell the Water Rights to the Tribe to augment instream flows and benefit Truckee River water quality. The Replacement Water Rights identified in Exhibit A are to be made available to substitute for portions of the Water Rights on an as needed basis pursuant to the purchase agreement.

WHEREAS, Authority staff has conferred with bond counsel and determined there is no adverse potential bond implications with proceeding with the transfer and disposition of the Water Rights.

WHEREAS, the transfer of the Property is exempt from the bidding procedures set forth in TMWA’s property disposal policy and, to the extent applicable, in NRS 268.062 and NRS 244.082.

Truckee Meadows Water Authority
Resolution No. 259 (continued)

WHEREAS, the sale of the Water Rights to the Tribe to augment instream flows on the terms indicated above is in the best interests of Authority and is appropriate and justified.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE TRUCKEE MEADOWS WATER AUTHORITY DOES RESOLVE:

The transfer through sale of the Water Rights to the Tribe to augment instream flows and benefit Truckee River water quality, upon the terms and conditions set forth in the staff report presented to the Board is hereby approved. The General Manager is authorized to negotiate and execute an agreement and such other documents reasonably necessary to effectuate the sale consistent with the terms and conditions outlined by staff and as approved by the Board.

Upon motion of _____, seconded by _____, the foregoing Resolution was passed and adopted this 21st day of February, 2018, by the following vote of the Board:

Ayes: _____

Nays: _____

Abstain: _____ Absent: _____

Approved this 21st day of February, 2018

Chairman

Truckee Meadows Water Authority
Resolution No. 259 (continued)

EXHIBIT A

WATER RIGHTS

The following water rights situate in the Washoe County, Nevada, as described in the permits approved by the State Engineer, Nevada Division of Water Resources:

<u>Permit No./Certificate No.</u>	<u>Claim No.</u>	<u>AFA</u>
Permit No. 86230	DTR-191	44.27 AFA
Permit No. 66756	DTR-404	29.44 AFA
Permit No. 66692	DTR-510	55.76 AFA
Permit No. 66675	DTR-519	67.00 AFA
TOTAL:		196.47 AFA

REPLACEMENT WATER RIGHTS

The following decreed water rights situate in Washoe County, Nevada:

<u>Permit No./Certificate No.</u>	<u>Claim No.</u>	<u>AFA</u>
Area A on TR-032 Map	DTR-319	26.24



TO: Chairman and Board Members
FROM: Mark Foree, General Manager
DATE: February 12, 2018
SUBJECT: **Certification Pursuant to Surplus Property Disposal Policy Surplus Water Rights Identified For Sale to Pyramid Lake Paiute Tribe**

In accordance with the “Policy Regarding Disposal of Surplus TMWA Property” originally adopted by the Board on July 10, 2002 as revised through adoption by the Board on June 18, 2014, the General Manager hereby certifies to the Board of the Truckee Meadows Water Authority that the water rights shown in Exhibits A and B attached hereto are not useful or necessary for the efficient operation of the water systems such that they may properly be considered surplus property for purposes of the TMWA disposal policy. The subject water rights consist of historic rights acquired by Sierra Pacific that are and will remain unexercised for service or storage, are not used to support water service or will serve commitments, are not part of TMWA’s Rule 7 inventory for future service, and essentially remain in the river unexercised by TMWA flowing past TMWA diversions for other non-TMWA downstream diverters to divert. This certification is made for the purpose of facilitating a possible sale to the Pyramid Lake Paiute Tribe to augment instream flows and benefit Truckee River water quality.

Dated: _____, 2018

By: _____
Mark Foree, General Manager

EXHIBIT A

WATER RIGHTS

The following water rights situate in the Washoe County, Nevada, as described in the permits approved by the State Engineer, Nevada Division of Water Resources:

<u>Permit No./Certificate No.</u>	<u>Claim No.</u>	<u>AFA</u>
Permit No. 86230	DTR-191	44.27 AFA
Permit No. 66756	DTR-404	29.44 AFA
Permit No. 66692	DTR-510	55.76 AFA
Permit No. 66675	DTR-519	67.00 AFA
<hr/>		
TOTAL:		196.47 AFA

EXHIBIT B
REPLACEMENT WATER RIGHTS

The following decreed water rights situate in Washoe County, Nevada:

<u>Permit No./Certificate No.</u>	<u>Claim No.</u>	<u>AFA</u>
Area A on TR-032 Map	DTR-319	26.24

**AGREEMENT FOR
PURCHASE AND SALE OF TRUCKEE RIVER WATER RIGHTS**

THIS AGREEMENT (“Agreement”) is entered into this __ day of _____, 2018, by and between the TRUCKEE MEADOWS WATER AUTHORITY, a joint powers authority and political subdivision of the State of Nevada (“Seller”), GREAT BASIN LAND & WATER, a Nevada nonprofit corporation (“GBLW”), and the PYRAMID LAKE PAIUTE TRIBE, a Federally-recognized Indian Tribe (the “Pyramid Tribe”), jointly referred to herein as the Parties.

RECITALS

- A. Seller is the owner of 196.47 acre-feet of Truckee River water rights listed on **Exhibit A** attached hereto and incorporated herein by this reference (the “Water Rights”).
- B. Seller desires to sell the Water Rights to GBLW, and GBLW desires to purchase the Water Rights from Seller, which Water Rights shall be conveyed directly from Seller to the Pyramid Tribe to augment instream flows in the Truckee River.
- C. Funds for GBLW’s purchase of the Water Rights are available from Desert Terminal Lakes Assistance Grant Agreements with the United States of America, acting through the Department of the Interior, Bureau of Reclamation, which provide for the acquisition of Truckee River water rights to be owned and managed by the Pyramid Tribe from their point of diversion to Pyramid Lake for wildlife purposes, including instream flows for fish (the “**DTL Grant Funds**”).
- D. The dedication of the Water Rights to instream flow will enhance water quality in the Truckee River.

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller and GBLW agree as follows:

TERMS AND CONDITIONS

1. **Purchase and Sale.** For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell the Water Rights to GBLW, and GBLW agrees to purchase the Water Rights from Seller for direct conveyance to the Pyramid Tribe on the terms and conditions set forth in this Agreement.

2. **Purchase Terms.**

A. **Purchase Price.** The purchase price for the Water Rights shall be FIVE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$5,750.00) per acre foot for a total of ONE MILLION ONE HUNDRED TWENTY-NINE THOUSAND SEVEN HUNDRED TWO DOLLARS AND FIFTY CENTS (\$1,129,702.50) (“**Purchase Price**”).

B. **Method of Payment.** The Purchase Price shall be paid to Seller in cash upon the close of escrow.

3. **Effective Date.** This Agreement will be in effect as of the date this Agreement is fully signed by the Parties hereto (“**Agreement Date**”) following the approval by the Board of Directors of TMWA and the Board of Directors of GBLW.

4. **Escrow and Closing.**

A. **Escrow.** Escrow shall be held at the office of Western Title Company located at 2310 S. Carson Street, Suite 5B, Carson City, NV 89701 (the “Escrow Holder”). The provisions of this Agreement shall constitute joint instructions to the Escrow Holder; provided, however, that Seller, GBLW and the Pyramid Tribe shall mutually execute such additional

instructions as may be reasonable and necessary to carry out the provisions of this Agreement.

B. **Conditions Precedent to Closing.** Closing shall be conditioned upon the following conditions precedent:

(1) GBLW's Board of Directors shall have approved this transaction as evidenced by GBLW's written notice thereof to Seller given in accordance with the provisions of Section 9.

(2) Seller's Board of Directors shall have approved this transaction as evidenced by Seller's written notice thereof to GBLW given in accordance with the provisions of Section 9.

C. **Closing Date.** Closing shall occur on or before the first business day which is thirty (30) days following the Agreement Date (the "**Closing Date**"); provided that the Closing Date shall in no event be later than April 2, 2018, unless the Parties extend the Closing Date by written agreement. If escrow fails to close by April 2, 2018, or by an extended Closing Date, this Agreement shall terminate and the documents and funds deposited into escrow, if any, shall be returned to the depositing party, in which case the Parties shall have no further obligations under this Agreement.

D. **Deliveries into Escrow.** Following the satisfaction of the above conditions precedent, the following shall be delivered into escrow on or before the Closing Date:

(1) **Water Rights Deeds.** GBLW shall prepare and provide to Seller for execution and delivery into escrow water rights deeds, in the form and substance set forth in **Exhibit B** attached hereto, conveying the Water Rights directly to the Pyramid Tribe and its successors and assigns, free and clear of all liens, encumbrances and exceptions (the "Water

Rights Deeds”). The Water Rights Deeds shall also be executed by and on behalf of the Pyramid Tribe.

(2) **Funds**. From the DTL Grant Funds, GBLW shall deposit the Purchase Price into escrow, with instructions that Escrow Holder shall hold such funds in a non-interest bearing account. If for any reason and through no fault of GBLW the BOR fails to make the DTL Grant Funds available to GBLW on or before the Closing Date or any extension thereof pursuant to Section 4.C above, this Agreement shall terminate and the documents and funds deposited into escrow, if any, shall be returned to the depositing party, in which case the Parties shall have no further liability or obligations under this Agreement.

E. **Closing Costs and Fees**. GBLW shall be solely responsible for paying any costs of the escrow and recording fees. Seller shall be responsible for real property transfer taxes imposed by Washoe County, if any. GBLW shall pay for the State Engineer Fees (pursuant to Section 5.C below). GBLW and Seller shall each pay its own fees and costs for any special services such as wire transfer fees, overnight mail, certified copies and document preparation. Any other fees or costs shall be allocated between the GBLW and Seller in accordance with the customary practice of Washoe County, Nevada.

5. **Reports of Conveyance and Change Applications**.

A. GBLW shall prepare and file, on behalf of the Pyramid Tribe, Reports of Conveyance and Applications to Change the Point of Diversion, Place of Use and Manner of Use of the Water Rights to augment instream flows in the Truckee River from their point of diversion to Pyramid Lake for wildlife purposes, including instream flows for fish (“**Change Applications**”) with the Nevada Division of Water Resources (“**NDWR**”) within ten (10) business days of closing.

B. Seller agrees to provide information to NDWR as necessary or as may be requested by NDWR, GBLW or the Pyramid Tribe to further the approval of the Change Applications, in a manner consistent with the State Engineer's prior approvals of changes of Orr Ditch Decree water rights with original points of diversion upstream of Derby Dam from irrigation to instream use.

C. GBLW shall pay for the State Engineer fees to process the Reports of Conveyance and Change Applications ("**State Engineer Fees**") of the Water Rights.

6. **Seller's Obligation to Cure**. If for any reason the State Engineer denies any of the Change Applications or otherwise determines not to approve the transfer of all or any portion of the Water Rights that are the subject of a Change Applications ("**Rejected Water Rights**"), GBLW shall notify Seller of such denial or determination in accordance with the provisions of Section 9 of this Agreement. Seller may, upon receipt of such notice, choose to dispute any such denial or disapproval with the State Engineer and pursue approval of such Change Application; provided, however, if such Change Application has not been approved by the State Engineer within 60 days of Seller's receipt of such notice, then Seller shall have the obligation to replace the Rejected Water Rights with an equal quantity of water rights from those listed on the attached **Exhibit C**, which shall be subject to GBLW's prior independent evaluation and approval as to their title and quantity ("**Replacement Water Rights**"); provided, however, that if the Replacement Water Rights are insufficient to make up for any portion of the Rejected Water Rights, then Seller shall refund to GBLW \$5,750 for each acre-foot of Water Rights that are rejected and not replaced. Concurrently with Seller's conveyance of the Replacement Water Rights to the Pyramid Tribe and any refund to GBLW, the Rejected Water Rights shall be re-conveyed to Seller.

GBLW shall prepare and file with the State Engineer a Report of Conveyance and Change Application on any Replacement Water Rights, and Seller shall prepare and file with the State Engineer a Report of Conveyance on the Rejected Water Rights. Seller shall pay all State Engineer filing fees for these Reports of Conveyance and the Change Application for the Replacement Water Rights. Seller shall also be responsible for recording fees and any real property transfer taxes imposed by Washoe County that may be required for the conveyance of the Replacement Water Rights to the Pyramid Tribe and the re-conveyance of the Rejected Water Rights to Seller.

7. **Seller's Representations and Warranties.** Seller represents that Seller has a good faith belief that the following facts and circumstances are true to the best of Seller's knowledge with the intent that these representations shall survive the close of escrow, but shall expire upon approval by the Nevada State Engineer of the Change Applications.

A. Seller has full power and authority to enter into this Agreement and to sell, transfer and convey all right, title and interest in and to the Water Rights in accordance with this Agreement.

B. Seller is the legal owner of the Water Rights with full right, title and interest therein, and the ability and authority to convey the same directly to the Pyramid Tribe.

C. There are no banking agreements, will serve letters, or dedications encumbering the Water Rights, and the Water Rights have not been previously transferred, sold or otherwise assigned by Seller, and there are no interests of third parties, or claims by third parties to an interest, in the Water Rights.

D. The individual(s) executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right, and actual authority to bind

Seller to the terms and conditions of those documents.

E. Except as to the representations and warranties expressly set forth in this Agreement, and subject to Seller's obligations to cure set forth in Section 6 of this Agreement, Seller makes no other representations and warranties as to any aspect of the Water Rights or Replacement Water Rights, and all such other representations and warranties are expressly excluded.

F. The existence as of the Closing Date of any fact with respect to the Water Rights, which, in GBLW's reasonable discretion, is inconsistent with any of the representations and warranties set forth in A through D, above, shall constitute the failure of a condition precedent to GBLW's obligations under this Agreement as to the purchase of the Water Rights.

8. **Agreement Term.** This Agreement will be in effect as of the Agreement Date and, unless terminated pursuant to the provisions of Section 4.C or 4.D (2) of this Agreement, shall remain in effect until the Change Applications have been approved by the State Engineer pursuant to Sections 5 and 6 of this Agreement ("**Agreement Term**"). The foregoing notwithstanding, if the State Engineer fails to act on the Change Applications within six (6) months of the Closing Date, the Parties shall extend the Agreement Term for additional one-month periods until the Change Applications are approved.

9. **Notices.** Any notices or other communication required or permitted under this Agreement shall be in writing, and shall be (a) personally delivered, (b) sent by certified or registered United States mail, postage prepaid, to the address of the party set forth below, (c) sent by email or facsimile to the email address or fax number of the party set forth below, provided that the executed original thereof is deposited in the mail on the same date as the email or facsimile, or (d) sent by overnight common carrier courier service to the address of the party

set forth below. Such notice or communication shall be deemed given when delivered in person, when the email or telecopy is received, in the case of mailed notice it shall be deemed given forty-eight (48) hours following deposit in the United States mail, or, in the case of overnight service, on the business day immediately following the date it was deposited. Notice of change of address shall be given by written notice in the manner detailed in this Section. Such notices shall be addressed as follows:

GBLW:

Great Basin Land & Water
470 Columbus Ave., Suite 211
San Francisco, CA 94133
Attn: Aaron Peskin, President
Telephone: (415) 986-7070
Facsimile: (415) 296-9533
Email: landh2o@mindspring.com

PYRAMID TRIBE:

Pyramid Lake Paiute Tribe
P.O. Box 256
Nixon, NV 89424
Attn: Vinton Hawley, Tribal Chairman
Telephone: 775/574-1000
Facsimile: 775/574-1054
Email: vhawley@plpt.nsn.us

With a copy to:

Chris Mixson, Esq.
Wolf, Rifkin, Shapiro, Schulman &
Rabkin, LLP
5594-B Longley Lane
Reno, NV 89511
Telephone: (775) 853-6787
Email: cmixson@wrslawyers.com

Seller:

Truckee Meadows Water Authority
1355 Capital Blvd.
P.O. Box 30013
Reno, NV 89520-3013
Attn: General Manager
Telephone: (775) 834-8007
Facsimile: (775) 834-8003
Email: mforee@tmwa.com

10. **No Broker's Commission.** Each party represents to the other that it has not contracted with any broker or finder with regard to this transaction, and each agrees to indemnify and defend the other and hold the other harmless from and against all liability, claims, demands, damages and costs of any kind arising from or connected with any broker's or finder's type of fee, commission or charges claimed to be due any person arising from such party's conduct with respect to this transaction.

11. **Binding on Successors.** This Agreement shall be binding not only upon the Parties but also upon their heirs, executors, administrators, personal representatives, assigns, and all other successors in interest.

12. **Good Faith and Fair Dealing.** The Parties shall implement the provisions of this Agreement in good faith and shall observe all standards of fair dealing with respect thereto.

13. **Remedies Upon Default.** If Seller defaults in the performance of any of Seller's obligations under this Agreement, GBLW will, in addition to any and all other remedies provided in this Agreement or by law or equity, have the right of specific performance against Seller.

14. **Miscellaneous.** This Agreement represents the entire agreement of the Parties and may not be amended except by a writing signed by each party hereto. The obligations, covenants, indemnifications, representations, warranties and remedies set forth in this Agreement shall not merge with transfer of title but shall remain in effect. Each party shall execute and deliver or cause to be executed and delivered all instruments reasonably required to convey the Water Rights directly to the Pyramid Tribe, and to vest in each party all rights, interest and benefits intended to be conferred by this Agreement. In the event of a dispute the prevailing party shall be entitled to payment of its reasonable attorneys fees and costs in

negotiating, resolving, arbitrating or litigating the dispute. Seller acknowledges that GBLW is entering into this Agreement in its own right and not as an agent of any governmental agency or entity.

15. **Time of Essence.** Time shall be of the essence with respect to the performance of the Parties' obligations under this Agreement.

16. **Interpretation.** The Parties agree that they were equally influential in preparing and negotiating this Agreement, and each had the opportunity to seek the advice of legal counsel prior to the execution of this Agreement. Therefore, the Parties agree that no presumption should arise construing this Agreement more unfavorably against any one party.

17. **Significance of Recitals.** The Recitals to this Agreement are integral and operative provisions of this Agreement and are incorporated in and made a part of this Agreement.

18. **Headings.** The headings of the sections, subsections, paragraphs and subparagraphs hereof are provided herein for and only for convenience of reference and shall not be considered in construing their contents.

19. **Counterparts.** This Agreement may be executed in counterparts and is binding when all counterpart signatures have been assembled and attached to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement below.

GREAT BASIN LAND AND WATER

By: _____
Aaron Peskin, President

Date: _____

TRUCKEE MEADOWS WATER AUTHORITY

By: _____
Mark Foree, General Manager

Date: _____

PYRAMID LAKE PAIUTE TRIBE

By: _____
Title: Chairman, Pyramid Lake Tribal Council

Date: _____

EXHIBIT A

WATER RIGHTS

The following water and water rights situate in the County of Washoe, State of Nevada, as described in the permits approved by the State Engineer, Nevada Division of Water Resources:

<u>Permit No./Certificate No.</u>	<u>Claim No.</u>	<u>AFA</u>
Permit No. 86230	DTR-191	44.27 AFA
Permit No. 66756	DTR-404	29.44 AFA
Permit No. 66692	DTR-510	55.76 AFA
Permit No. 66675	DTR-519	67.00 AFA
TOTAL:		196.47 AFA

EXHIBIT B

FORM OF DEED

NO APN

RECORDING REQUESTED BY:

Western Title Company

Escrow No. _____

WHEN RECORDED MAIL TO:

Pyramid Lake Paiute Tribe

P.O. Box 256

Nixon, NV 89424

Attn: Chairman, Tribal Council

WATER RIGHTS DEED

THIS INDENTURE, made and entered into this ____ day of _____, 2018, by and between TRUCKEE MEADOWS WATER AUTHORITY, a political subdivision of the State of Nevada (hereinafter referred to as “Grantor”) and the PYRAMID LAKE PAIUTE TRIBE, a federally recognized Indian Tribe (hereinafter referred to as “Grantee”).

WITNESSETH:

That said Grantor, in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto the Grantee, and to its successors and assigns forever, all right, title and interest of Grantor in and to that certain **Twenty-Nine and Forty-Four One-Hundredths (29.44) acre-feet** annually (AFA) of decreed vested water rights in and to the waters of the Truckee River and its tributaries, situate in the County of Washoe, State of Nevada, as described in that certain **Permit No. 66756** approved by the State Engineer, Nevada Division of Water Resources, as such water and water rights are more particularly set forth and described in **EXHIBIT A**, attached hereto and made a part hereof.

To have and to hold the said water and water rights, ditch and ditch rights, together with the tenements, hereditaments and appurtenances thereunto belonging or appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof unto the Grantee, its successors and assigns, forever.

Grantee does hereby assume the payment of all water master fees and charges that may hereafter become due and payable in respect to said rights referred to herein by reason of the Decree in The United States of America, Plaintiff, vs. Orr Water Ditch Company, et al., Defendants, the same in Equity Docket No. A-3 in the District Court of the United States in and for the District of Nevada.

IN WITNESS WHEREOF, the parties hereto have caused this Water Rights Deed to be executed as of the day and year first above written.

GRANTOR:

TRUCKEE MEADOWS WATER AUTHORITY

By: _____

GRANTEE:

PYRAMID LAKE PAIUTE TRIBE

By: _____

STATE OF NEVADA _____)
) **ss.**
COUNTY OF _____)

On this _____ day of _____, 201_, personally appeared before me, a Notary Public, _____, who acknowledged to me that she executed the within instrument freely and voluntarily and for the uses and purposes therein stated.

NOTARY PUBLIC
My commission expires: _____

STATE OF NEVADA _____)
) **ss.**
COUNTY OF _____)

On this _____ day of _____, 201_, personally appeared before me, a Notary Public, _____, who acknowledged to me that she executed the within instrument freely and voluntarily and for the uses and purposes therein stated.

NOTARY PUBLIC
My commission expires: _____

EXHIBIT A TO FORM OF DEED

Permit No. 66756 (Claim No. 404)

All those certain decreed vested water rights in and to the waters of the Truckee River being all of **Permit No. 66756**, amounting to **Twenty-Nine and Forty-Four One-Hundredths (29.44) acre-feet per annum**.

Said water being the water and water rights, ditch and ditch rights, heretofore appropriated under **Claim No. 404** (with an 1871 priority date), delivered by the SULLIVAN AND KELLY DITCH heretofore allocated to M. L. YORI, SUCCESSOR TO G. B. QUESTA, in that certain action entitled The United States of America, Plaintiff, vs. Orr Water Ditch Company, et al., Defendants, the same in Equity Docket No. A-3 in the District Court of the United States in and for the District of Nevada, formerly appurtenant to 7.36 acres in the NW1/4 of the NW1/4 Section 6, T19N, R20E, MDB&M. Washoe County, Nevada.

Permit No. 66756, approved on October 18, 2002 by the State Engineer, Division of Water Resources, State of Nevada, changed the point of diversion and place of use of the waters of the Truckee River as heretofore granted under Permit No. 23652, Certificate No. 6343, which changed the point of diversion of the waters of the Truckee River as heretofore granted under Permit No. 21002, Certificate No. 5806, which changed the point of diversion, place of use and manner of use of a portion of Claim No. 404, Truckee River Decree.

Said rights authorizing delivery of a prorata share of the diversion rate not to exceed **29.44 acre feet** per annum, more or less, together with the right to change the point of diversion, place of use and manner of use thereof.

Said water rights are stipulated on the Nevada Division of Water Resources Drawing No. TR-087 as Permit 21002 (Cert. 5806), being a portion of Truckee River Claim No. 404.

Drawing No. TR-087 was signed on 11/01/2000 by the Nevada State Engineer and on 11/08/2000 by the Federal Water Master, respectively, and is on file at the State of Nevada Division of Water Resources in Carson City, Nevada.

EXHIBIT C

REPLACEMENT WATER RIGHTS

The following water and water rights situate in the County of Washoe, State of Nevada, as described in the permits approved by the State Engineer, Nevada Division of Water Resources:

<u>Permit No./Certificate No.</u>	<u>Claim No.</u>	<u>AFA</u>
Area A on TR-032 Map	DTR-319	26.24



STAFF REPORT

TO: Chairman and Board Members
THRU: Mark Foree, General Manager
FROM: John Erwin, Dir. Natural Resources-Planning & Management
DATE: August 3, 2015
SUBJECT: **Discussion and Request for Board Adoption of Resolution No. 232: A Resolution Approving the Sale of Up To 2,750 acre feet of Surplus Water Rights to the Pyramid Lake Paiute Tribe To Facilitate Accelerated Implementation of the Truckee River Operating Agreement and Authorizing the General Manager to Negotiate and Execute Documents Necessary to Complete Transaction**

Recommendation

Staff recommends the Board adopt a resolution authorizing the sale of surplus property to the Pyramid Lake Paiute Tribe and authorizing the General Manager to execute the documents to complete the transaction to facilitate the accelerated implementation of the Truckee River Operating Agreement (“TROA”) and drought storage enhancements for TMWA through the partial fulfillment of Reno, Sparks and Washoe County’s 6,700 Acre Foot (“AF”) obligation.

Discussion

The purpose of this agreement is to facilitate and accelerate the implementation of TROA by assisting Reno, Sparks and Washoe County (“RSW”) in satisfying their obligation under Section 1.E.4 of TROA wherein RSW are required to provide 6,700 AF of water rights for water quality purposes by no later than when TROA is implemented. Although significant effort has been made over the past several years by staff of RSW and TMWA to identify and acquire 6,700 AF, RSW are currently short about 2,750 AF. This large shortage has caused the Tribe to be concerned and to delay one of the final steps necessary for TROA implementation. The satisfaction of the 6,700 AF obligation is one of the final steps necessary to facilitate the implementation of TROA and for TMWA to take advantage of the drought storage (and other) benefits that will result from such implementation.

A. TROA Background and Benefits

On May 23, 1989 the Pyramid Lake Paiute Tribe (“PLPT”) and Sierra Pacific Power Company (“Sierra”) entered into a Preliminary Settlement Agreement which proposed the use of federal owned storage reservoirs in the Truckee River Basin in California for storage of water available under water then owned by Sierra. In November 1991, Congress adopted Public Law 101-618 which, among other things, incorporated the terms and conditions outlined in the Preliminary Settlement. PL 101-618 also set out the criteria for the five signatory parties (United States,

California, Nevada, PLPT and TMWA) to negotiate the Truckee River Operating Agreement (“TROA”). After decades of negotiations, TROA was signed by the mandatory signatory parties on September 6, 2008 and was joined and signed by other parties including Reno, Sparks and Washoe County (“RSW”).

While the obligation to acquire water rights is held by RSW, both the Western Regional Water Commission and TMWA have recognized that the acquisition of water quality rights and the satisfaction of the RSW obligation furthers important interests of TMWA and TMWA customers, and is a critical step necessary to the implementation of TROA. Historically, TMWA has provided direct and indirect support and cooperation to assist RSW in satisfying this obligation. For example, on May 16, 2013, WRWC and TMWA entered into an Interlocal Agreement For Acquisition of Water Quality Water Rights pursuant to which WRWC agreed to provide funding to TMWA to secure and develop additional water supplies for water quality purposes ("WQ Water Rights") to support partial satisfaction of the obligations of Reno, Sparks and Washoe County required under Section 1.E.4 of TROA.

Currently, the entities have identified the following quantities of water rights available to satisfy the RSW’ obligation under Section 1.E.4 of TROA:

Total Obligation		6,700.00
Reno	2,069.07	
Sparks	1,089.08	
Washoe County	341.03	
TMWA (WRWC)	<u>452.90</u>	
Total Rights Held:		<u>3,952.08</u>
Deficit		2,747.92

B. Proposed Sale of Surplus Water Rights to Tribe

A \$7 million federal grant from the Desert Terminus Lake Funds has been provided to Great Basin Land and Water (“GBLW”) to be used to purchase water rights for the Pyramid Lake Paiute Tribe (“PLPT”) to be a credit toward the obligations of RSW under Section 1.E.4 of TROA. TMWA holds various amounts of surplus water rights that are ideal for this transaction, as a block of water rights can be aggregated which is comprised of rights TMWA does not otherwise use for municipal supplies or cannot monetize in a normal transaction, but which could be changed through applications to the State Engineer to allow use for water quality purposes under Section 1.E.4 of TROA. Recognizing the delay in TROA implementation that would arise from a lengthy open market purchase process if GBLW were to try to acquire 2,750 AF from private parties, TMWA staff recognized the benefits to TMWA, RSW and its customers from selling this otherwise “dormant” block of water rights.

Under the TMWA Board Policy Regarding Disposal of Surplus TMWA Property, TMWA is authorized to transfer or sell property where the General Manager has certified in writing to the Board that the property has ceased to be necessary for the efficient operation of the Water Systems. Specifically with respect to water rights, the policy provides that “the General Manager or its designee is authorized to sell, exchange or convey water rights with or to any public agency, public utility or the Pyramid Lake Paiute Indian Tribe on such terms deemed in the best

interests of TMWA. Such transfers are exempt from the notice, bidding and appraisal procedures otherwise applicable under the policy.

Attached to this report is a draft Purchase and Sale Agreement between TMWA, the PLPT and GBLW. GBLW is a party to the agreement as they are the recipient of the federal grant being used to fund the purchase for the PLPT. Under the Agreement, TMWA would sell up to 2,750 AF of unexercised, water rights to the Tribe for \$7.0 million. While the purchase price is below market for municipal water rights, the water rights have zero book value, are not part of TMWA's storage rights for TROA, and have great value in the proposed transaction. Additionally, the proposed transfer is to another government and furthers critical public interests in facilitating the accelerated implementation of TROA.

The water rights proposed for transfer consist of permits shown in Exhibits A and C to the agreement, which are blocks of converted irrigation water rights Sierra Pacific Power Company ("Sierra") acquired beginning in the 1950's through the 1970's. These rights were acquired by Sierra, usually at no cost to the utility, and were added to Sierra's large pool of water resources without assignment or commitment to any particular parcel or water service. The total number of rights in this category is over 25,000 acre feet. Beginning in 1982, Rule 7 was implemented by Sierra, which shifted the burden of acquiring water rights from Sierra to individuals who were seeking new water service from Sierra; that practice continues today. With decline in water use over the past decades, a large portion of this pool of water rights is no longer exercised. And since TMWA has met and exceeded its TROA obligations by filing for over 18,000¹ acre feet of water rights to credit store under TROA operations, a significant portion of these older water rights in the original pool will not be exercised for service or storage and will remain in the river for other downstream users to divert. Due to the various TROA constraints on using TMWA's unexercised water rights there is tremendous advantage to selling these rights to PLPT as the transaction: (1) solves the 6,700 AF obligation of RSW; (2) relieves RSW of a potentially significant financial obligation; (3) removes an obstacle which is delaying implementation of TROA; (4) enables TMWA to derive a benefit from water rights which otherwise would remain unexercised and unavailable for future municipal use; and (5) transfers the management obligations of water rights for which the benefit would otherwise accrue to non-TMWA downstream diverters to PLPT for the benefit of RSW's water quality improvement efforts.

The water rights proposed in this transaction are not exercised for service, nor are they part of TMWA's Rule 7 inventory, but rather are excess rights that otherwise will not be monetized and whose transfer will not affect or impair net revenues. These rights are not part of a pledge of property as defined in the Bond Resolutions of the TMWA since only Net Revenues are the basis of monies pledged for payment of bonds. As indicated in the attached certification from the TMWA General Manager, the water rights are not a substantial and useful part of TMWA's Water System required to meet the water demands of TMWA customers nor will the transfer of such water rights to the PLPT impair TMWA's ability to meet its revenue requirements. In accordance with the Property Disposal Policy, TMWA has also conferred with Bond Counsel regarding any potential bond implications and it has been confirmed that the Bond Resolutions would allow TMWA to sell these "surplus water rights" to the Pyramid Lake Paiute Tribe.

¹ Per to TROA, TMWA is obligated to transfer only approximately 9,500 acre feet of irrigation rights for TROA implementation.

TRUCKEE MEADOWS WATER AUTHORITY

RESOLUTION NO. 232

A RESOLUTION APPROVING THE SALE OF UP TO 2,750 ACRE FEET OF SURPLUS WATER RIGHTS TO THE PYRAMID LAKE PAIUTE TRIBE TO FACILITATE ACCELERATED IMPLEMENTATION OF THE TRUCKEE RIVER OPERATING AGREEMENT AND AUTHORIZING THE GENERAL MANAGER TO NEGOTIATE AND EXECUTE DOCUMENTS NECESSARY TO COMPLETE THE TRANSACTION

WHEREAS, On May 23, 1989 the Pyramid Lake Paiute Tribe (“PLPT”) and Sierra Pacific Power Company (“Sierra”) entered into a Preliminary Settlement Agreement which proposed the use of Lake Tahoe and other federal owned storage reservoirs in the Truckee River Basin in California for storage of water available under water rights then owned by Sierra.

WHEREAS, In November 1991, Congress enacted and the President signed the Truckee-Carson-Pyramid Lake Water Rights Settlement Act of 1990, Title II, Public Law 101-618, 32 Stat. 3294, 3306 (“Settlement Act”) which, among other things, laid a foundation for settlement of long-standing disputes and litigation over the rights and uses of water in the Truckee and Carson River basins, provided for an equitable apportionment of the waters of the Truckee and Carson Rivers and Lake Tahoe between California and Nevada, and authorized modification of the purposes and operation of federal reclamation project facilities. The Settlement Act also set out the criteria for the five Mandatory Signatory Parties (United States, California, Nevada, PLPT and the Truckee Meadows Water Authority (the “Authority”), as successor to Sierra) to negotiate an operating agreement for, among other things, implementation of the terms and conditions of the Preliminary Settlement Agreement.

WHEREAS, after decades of negotiations, on September 6, 2008, the Mandatory Signatory Parties and others, including the County of Washoe, Nevada (“Washoe County”), the City of Reno, Nevada (“Reno”) and the City of Sparks, Nevada (“Sparks”) executed and entered into the operating agreement known as the Truckee River Operating Agreement (“TROA”).

WHEREAS, when implemented, TROA will provide substantial benefits to Authority, including, without limitation, i) recognizing a resource to support an annual demand of 119,000 acre feet; ii) providing a minimum of 39,500 acre feet of enhanced drought year water storage in Stampede and other Truckee River reservoirs that would ensure drought supplies for the Authority; iii) protecting Authority’s existing water supply by resolving interstate allocation of water between Nevada and California and guaranteeing more than 80 percent of water on the Truckee River to Nevada diversions; iv) resolving outstanding litigation; v) providing enhanced Truckee River flows for endangered species; vi) providing protection for Truckee River water rights holders. When TROA is effective a framework will be established which provides flexibility for reservoir operations to allow parties to exchange water to accommodate emerging

Truckee Meadows Water Authority
Resolution No. 232 (continued)

issues without injuring the water rights on which they rely and perhaps avoiding future regulatory uncertainties surrounding the use of the Truckee River.

WHEREAS, Pursuant to Section 1.E.4 of TROA, Reno, Sparks and Washoe County are obligated to provide 6,700 acre-feet of Truckee River water rights for water quality purposes no later than when TROA takes effect, pursuant to the agreement dated May 2, 2007 between Reno, Sparks, Washoe County and the Tribe (hereinafter the "6,700 Acre-Foot Obligation").

WHEREAS, Reno, Sparks and Washoe County hold and are prepared to provide approximately 3,959.78 acre-feet of Truckee River water rights in partial satisfaction of the 6,700 Acre-Foot Obligation, leaving approximately 2,740.22 acre-feet ("6,700 Acre Foot Remainder") required to fully satisfy the 6,700 Acre-Foot Obligation.

WHEREAS, the inability to secure the remaining 2,740.22 acre feet has the potential to delay the implementation of TROA for a substantial period of time.

WHEREAS, Great Basin Land and Water ("GBLW") entered into a Desert Terminal Lakes Assistance Grant Agreement dated September 19, 2014, with the United States of America, acting through the Department of the Interior, Bureau of Reclamation which provides Seven Million Dollars (\$7,000,000.00) for the acquisition of Truckee River water rights to be owned and managed by the Pyramid Tribe as a credit towards the satisfaction of the 6,700 Acre-Foot Obligation.

WHEREAS, Authority holds a block of surplus water rights which the Authority cannot make available for new water service commitments, or monetize in a normal transaction but which could be changed through applications to the State Engineer to allow use for water quality purposes to satisfy the Remaining 6,700 Acre-Foot Obligation.

WHEREAS, pursuant to the Authority's surplus property disposal policy, the General Manager or its designee is authorized to sell and convey water rights not otherwise necessary for the operations of the Water System to the Pyramid Lake Paiute Tribe on such terms deemed in the best interests of TMWA. Such transfers are exempt from the notice, bidding and appraisal procedures otherwise applicable under the policy.

WHEREAS, the General Manager has certified in writing to the Board that the Truckee River water rights listed on **Exhibit A** attached hereto and incorporated herein by this reference (the "DTL Water Rights") are not necessary for the operation of the system, and that it is in the best interests of the Authority to sell the DTL Water Rights to the Pyramid Lake Paiute Tribe as a credit towards the 6,700 Acre-Foot Obligation in order to facilitate the early implementation of TROA.

WHEREAS, Authority staff has conferred with bond counsel and determined there is no adverse potential bond implications with proceeding with the transfer and disposition of the DTL Water Rights.

Truckee Meadows Water Authority
Resolution No. 232 (continued)

WHEREAS, the transfer of the Property is exempt from the bidding procedures set forth in TMWA's property disposal policy and, to the extent applicable, in NRS 268.062 and NRS 244.082.

WHEREAS, to facilitate and accelerate further the implementation of TROA and avoid the delay in TROA implementation if GBLW were to seek to acquire water rights from private parties, and to avoid the impact such an acquisition might have on water supplies which can be available for new service commitments, the Authority desires to sell up to approximately 2,750 acre-feet of the DTL Water Rights to the Pyramid Tribe for \$7,000,000, which DTL Water Rights shall act as a credit towards the satisfaction of the 6,700 Acre-Foot Obligation in order to eliminate the 6,700 Acre-Foot Remainder.

WHEREAS, the sale of the DTL Water Rights to accelerate and facilitate the implementation of TROA on the terms indicated above is in the best interests of Authority and is appropriate and justified.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE TRUCKEE MEADOWS WATER AUTHORITY DOES RESOLVE:

The transfer through sale of the DTL Water Rights to the Pyramid Lake Paiute Tribe to facilitate the accelerated implementation of the Truckee River Operating Agreement, upon the terms and conditions set forth in the staff report presented to the Board is hereby approved. The General Manager is authorized to negotiate and execute an agreement and such other documents reasonably necessary to effectuate the sale consistent with the terms and conditions outlined by staff and as approved by the Board.

Upon motion of SMITH, seconded by HARTUNG, the foregoing Resolution was passed and adopted this 19th day of August, 2015, by the following vote of the Board:

Ayes: BOBZICH, HARTUNG, HERMAN, MARTINI, SMITH, BREKHUS

Nays: _____

Abstain: _____ Absent: DUERR, JARDON

Approved this 19th day of August, 2015

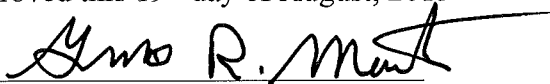

Chairman

EXHIBIT A

DTL WATER RIGHTS

The following water and water rights situate in the County of Washoe, State of Nevada, as described in the permits approved by the State Engineer, Nevada Division of Water Resources:

<u>Permit No./Certificate No.</u>	<u>Claim No.</u>	<u>AFA</u>
1. Permit No. 66161	DTR-319	552.00
2. Permit No. 16768 / Cert. No. 4580	DTR-388	106.80
3. Permit No. 66671	DTR-522	63.90
4. Permit No. 66585	DTR-611	301.60
5. Permit No. 66969	DTR-611	5.16
6. Permit No. 42729 / Cert. 12599	DTR-614	264.74
7. Permit No. 68030	DTR-615	240.00
8. Permit No. 66563	DTR-618	95.32
9. Permit No. 42734 / Cert. 12798	DTR-618	297.00
10. Permit No. 66588	DTR-614	181.20
11. Permit No. 66573	DTR-617	160.00
12. Permit No. 66565	DTR-608	262.00
13. Permit No. 66774	DTR-302 & 303	218.20
TOTAL:		2,747.92

REPLACEMENT RIGHTS, IF NEEDED, FOR LINES 1-13

1. Area A on TR-032 Map	DTR-319	26.24
2. Permit No. 46363 / Cert. No. 12616	DTR-191	44.27
3. Permit No. 66756	DTR-404	29.44
4. Permit No. 66692	DTR-510	55.76
5. Permit No. 66675	DTR-519	67.00
6. Permit No. 68160 (App. 74083)	DTR-74	112.79
TOTAL:		335.50

DTR-Decreed Truckee River water right



TO: TMWA Board of Directors
FROM: Mark Foree, General Manager
DATE: August 3, 2015
SUBJECT: Certification Pursuant to Surplus Property Disposal Policy
Surplus Water Rights Identified For Sale to Pyramid Lake Paiute Tribe

In accordance with the "Policy Regarding Disposal of Surplus TMWA Property" originally adopted by the Board on July 10, 2002 as revised through adoption by the Board on June 18, 2014, the General Manager hereby certifies to the Board of the Truckee Meadows Water Authority that the water rights shown in Exhibit A attached hereto are not necessary for the efficient operation of the Water Systems such that they may properly be considered surplus property for purposes of the TMWA disposal policy. The subject water rights consist of historic rights acquired by Sierra Pacific that are and will remain unexercised for service or storage, are not used to support water service or will serve commitments, are not part of TMWA's Rule 7 inventory for future service, and essentially remain in the river unexercised by TMWA flowing past TMWA diversions for other non-TMWA downstream users to divert.

Dated: AUGUST 19, 2015

By: Mark Foree
Mark Foree, General Manager

EXHIBIT A

DTL WATER RIGHTS

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TOTAL:		335.50

DTR-Decreed Truckee River water right



STAFF REPORT

TO: Chairman and Board Members
THRU: Mark Foree, General Manager
FROM: Pat Nielson and John Zimmerman
DATE: February 8, 2018
SUBJECT: **Discussion and action, and possible direction to staff regarding staff recommendation on potential estimate and timeline to retrofit all unmetered services and alternative options for the meter retrofit fund program**

Staff presented a status report (attached) to the Board last August regarding the water meter retrofit fee. As a result of that discussion, board member Brekhus asked staff to further analyze which of the remaining nonmetered services feasibly could be metered and obtain a more-detailed cost estimate for metering those services. Member Brekhus also requested staff provide options to the Board for transitioning the retrofit fee to other purposes. The following is a brief discussion regarding staff's analysis of these issues and recommendation.

Recommendation

The remaining nonmetered services are relatively insignificant from a water use perspective, the cost to retrofit them is substantial (roughly \$73,000/service), and metering them could potentially cause them to increase their water use. Accordingly, the Board should consider directing staff to reserve the current balance of the meter retrofit fund (\$3.2M) to complete as many meter retrofits as possible if and when such services request metering and change the purpose of the fee going forward to water resource sustainability and drought resiliency. This purpose would allow TMWA to use the funds collected from the fee to support projects such as expanded conjunctive use, aquifer storage and recovery (ASR), demonstration and validation of exceptional quality reclaimed water (Class A+) uses, future water resource investigation efforts, and other projects that enhance water resource sustainability and drought resiliency. Under that purpose, the Board could also change the amount of the fee. Staff presented this analysis to the TMWA Standing Advisory Committee and it voted to recommend this option to the Board.

If the Board chooses to change the purpose and amount of the fee, staff would bring a proposed rule change to the Board at a future meeting that more-fully describes the intended purposes of the fee, clear parameters for using these fees, reporting to the Board on expenditures, and the fee amount necessary to achieve the intended purposes. The rule change must be presented to the Board for consideration and adoption at two public meetings and staff would take Board direction regarding outreach to the development community regarding the proposed rule change.

Summary of Meter Retrofit Fee

The meter retrofit fee was created to satisfy Section 29 of the May 23, 1989 Preliminary Settlement Agreement, which required TMWA to adopt a plan for financing and installing water meters. Under TMWA Rule 7(H)(3), applicants for water service (except those relying on domestic well conversion credits issued by the Nevada State Engineer, imported water resources, or groundwater rights for their dedication) must pay \$1,830 per acre-foot of their estimated water demand.

Nonmetered Services That Feasibly Could Be Metered

There are 253 remaining nonmetered services, which fall under the following three service types: Multiple-Unit Residential and Irrigation (MRIS), Multiple-Unit Residential Flat (MRFS), and Small Unit Flat Rate (SUFR). Staff eliminated all SUFR services (110) from feasibility consideration because metering them would be cost prohibitive considering: they are duplexes and fourplexes each fed by a single service line, each unit is usually under separate ownership, some of the internal plumbing and irrigation waterlines are shared among the units, it would require installation of additional service lines and metering facilities to each housing unit (which may need to be installed through adjoining property owner's land), and retrofitting each unit with a single service connection would require modifications to each unit's internal shared and non-shared plumbing as well as separating their irrigation systems.

Staff engaged Shaw Engineering to assist with reviewing the remaining 143 MRIS and MRFS services to determine whether they feasibly could be metered. Shaw and staff reviewed numerous factors to determine retrofit feasibility including, but not limited to, adequacy of existing water pressure to withstand pressure loss due to installation of meters and related facilities, whether there was adequate available space to install the required facilities, not placing facilities under streets (to avoid hazards to employees, additional costs, and creating traffic congestion during construction and maintenance activities), and legal issues due to multiple ownership of properties on a single service. Additionally, the analysis considered the age and state of the structure connected to the service to estimate the likelihood of it being demolished or substantially renovated and altered in the near future, which would trigger meter installation. Any structures that Shaw and staff considered likely to be demolished or renovated within 10 years were removed from the list.

After considering the above-described physical, legal, and practicable constraints of metering the remaining services, staff concluded that 82 of the 143 services could feasibly be retrofitted. These include only MRIS services as the MRFS services were deemed to be not feasible. Of the 82 services that are feasible, 68 are in Reno and 14 are in Sparks.

Retrofit Cost Estimate

The estimated cost of retrofitting the 82 feasible services is \$5.98M (\$73,000/service on average). This estimate is based on analysis and review by Shaw and TMWA staff of preliminary design drawings and construction cost estimates (see attached example cost

estimate). Based on the average cost per service, staff estimates that the current meter fund balance would fund approximately 45 retrofits.

Preliminary Economic Analysis

As part of this project, staff also completed an abbreviated economic analysis of the potential impacts that metering the 143 non-SUFR services may have on revenue and water usage related to these services. That analysis estimates that revenue could decrease by \$76/service/year and water usage could increase by as much as 400 acre-feet annually. This outcome is similar to what occurred in the prior “flip the switch” metering process where certain flat-rate customers were required to switch to metered service.

Retrofit Options

The following are potential options for retrofitting services and the retrofit fee. The first two options would require a rule change, which would be subject to future public meetings. All of the options include using the current fund balance for meter retrofitting. This is because General Counsel Michael Pagni advised staff that the current fund balance should be used for the purpose for which it was collected to avoid legal challenges. Staff believe that course of action is prudent considering the fee was collected for metering services and it is likely that at least 50% of the nonmetered services will request to be metered in the next 10 years. Therefore, despite the substantial per service cost to meter the remaining services, staff believe the current fund balance should be reserved for that purpose to avoid legal challenge and out of fairness to existing nonmetered services who may request to be metered in the near future.

1. Reserve Current Fund Balance For Future Retrofits And Change Fee Purpose

Based on experience and TMWA’s preliminary economic analysis it does not appear that metering the remaining services would save water and may actually lead to increased water usage. Further, the average cost to retrofit each service is substantial (roughly \$73,000/service). Staff anticipates 50% of the remaining services will request to be metered over the next 10 years. This estimate is based on the number of retrofits completed in the past few years and the type and difficulty of the remaining services. The estimated cost to retrofit 50% of the remaining services is nearly \$3M, which is close to the current meter fund balance. Staff recommends the Board direct staff to reserve the current amount in the fund to retrofit as many of the remaining services that request to be metered. Staff would report to the Board annually regarding the number of services retrofitted, costs of retrofitting, and fund balance.

Staff also recommends the Board consider changing the purpose of the fee going forward to water resource sustainability and drought resiliency, which could be used to support projects such as expanded conjunctive use, ASR, demonstration and validation of exceptional quality reclaimed water uses, future water resource efforts, and other projects that improve water resource sustainability, and drought resiliency. Under this option, the Board could also consider changing the fee. Staff presented this analysis to the TMWA Standing Advisory Committee and it voted to recommend this option to the Board.

If the Board chooses to change the purpose and amount of the fee, staff would bring a proposed rule change to the Board at a future meeting that more-fully describes the intended purposes of the fee, clear parameters for using the fees, reporting to the Board on expenditures, and the fee amount necessary to achieve the intended purposes. The rule change must be presented to the Board for consideration and adoption at two public meetings and staff would take Board direction regarding outreach to the development community regarding the proposed rule change.

2. Reserve Current Fund Balance For Future Retrofits And Terminate Fee

The Board could direct staff to reserve and apply the fund balance to the feasible services, but terminate the fee.

3. Terminate Fee After Remaining Feasible Services Are Retrofitted

This is the status quo option, which would direct staff to continue collecting the fee until the meter retrofit fund equals the estimated cost to retrofit the remaining feasible services.

Service Address: 101 E PRATER WAY
Service ID: 94938
Meter Size: 6-inch fire series
Easement Needed: Yes
Meter Retrofit Tracking Number: 143

Description	Unit	Quantity	Unit Cost	Total Cost	Comments
Easements and Legal	LS	1	\$5,000	\$5,000	Per TMWA
Engineering and Topographic Survey	LS	1	\$7,000	\$7,000	Assume \$2K survey, \$5K engineering
Permit Fees	LS	1	\$500	\$500	Assumed cost for EE permit
Mobilization/Demobilization	0	1	\$3,000	\$3,000	
2-inch meter/setter/box	LS	0	\$5,000	\$0	
4-inch Water Meter-Pipe	LS	0	\$31,500	\$0	Includes meter/vault, excludes backflow
6-inch Water Meter-Pipe	LS	0	\$38,000	\$0	Includes meter/vault, excludes backflow
8-inch Water Meter-Pipe	LS	0	\$45,000	\$0	Includes meter/vault, excludes backflow
4-inch Fire Series-Pipe	LS	0	\$40,000	\$0	Includes meter/vault, excludes backflow
6-inch Fire Series-Pipe	LS	1	\$45,000	\$45,000	Includes meter/vault, excludes backflow
8-inch Fire Series-Pipe	LS	0	\$50,000	\$0	Includes meter/vault, excludes backflow
10-inch Fire Series-Pipe	LS	0	\$58,000	\$0	Includes meter/vault, excludes backflow
Sidewalk R&R	SF	0	\$25	\$0	Includes meter/vault, excludes backflow
Curb and Gutter R&R	LF	30	\$45	\$1,350	
Concrete Driveway Apron	SF	0	\$18	\$0	
4-inch AC Patch	SF	0	\$10.6	\$0	Per West Coast 17 Bid
6-inch AC Patch	SF	0	\$12	\$0	
2-inch Grind and Overlay	SF	0	\$8	\$0	Per West Coast 17 Bid
Landscape R&R	SF	500	\$4	\$2,000	
Misc:				\$0	
Valves Raise/Lower	EA	0	\$700	\$0	Per COR Street Cut Fee
CATV Relocate	LS	1	\$2,000	\$2,000	
Added T&B/Pipe for (P) layout	LS	0	\$1,000	\$0	Have added pipe/fittings and/or utility x-ings
Total Estimated Construction Cost =				\$65,850	
20% Contingency =				\$13,170	
Total Estimated Project Cost =				\$79,020	



STAFF REPORT

TO: Chairman and Board Members
THRU: Mark Foree, General Manager
FROM: Pat Nielson, Director of Distribution, Maintenance and Generation
Brent Smith, Field and Meter Service Supervisor
John Zimmerman, Water Resources Manager
DATE: August 8, 2017
SUBJECT: **Informational report regarding the water meter retrofit fund program**

At the June Board meeting, Member Brekhuis requested an informational report on the status of the water meter retrofit program. The following is a brief discussion regarding the current meter fund balance, projected fund revenue over the next five years, and estimated costs and complications of retrofitting all remaining non-metered services.

Water Meter Retrofit Fee and Fund Balance

Under TMWA Rule 7(H)(3), applicants for water service (except those relying on domestic well conversion credits issued by the Nevada State Engineer, imported water resources, or groundwater rights for their dedication) must pay \$1,830 per acre-foot of their estimated water demand. In fiscal year 2017, TMWA collected \$370,667 in meter retrofit fund fees and as of June 30, 2017 the fund balance was \$2,425,647.

Estimated Annual Fund Revenue

Based on a very preliminary analysis, staff estimates that by the end of fiscal year 2022, the projected meter fund balance will be between \$4.2M and \$9.7M.¹ This range is based on the amount of surface water staff estimates may be used to satisfy dedication requirements over the next five years (fiscal years 2018-2022). The results of staff's analysis are shown in Tables 1 and 2.

Under the first scenario, surface water dedications remain constant at fiscal year 2017 levels. Under the second scenario, surface water dedications increase by 50% each year from fiscal year 2017 levels. It is somewhat likely that more surface water will be dedicated than projected in scenario 1 because groundwater resources in TMWA's Inventory are nearly exhausted, and thus, most commitments based on Inventory resources will be surface water. Accordingly, scenario 1 serves as a lower bound estimate.

¹ This projection does not account for expenditures under the fund over the next five years.

Table 1			
Scenario 1: 202.6 Acre-Feet of Surface Water Committed Annually			
Fiscal Year	Committed Acre-Feet	Revenue	Ending Balance
2018	202.55	\$ 370,667	\$ 2,796,314
2019	202.55	\$ 370,667	\$ 3,166,981
2020	202.55	\$ 370,667	\$ 3,537,648
2021	202.55	\$ 370,667	\$ 3,908,315
2022	202.55	\$ 370,667	\$ 4,278,982
Table 2			
Scenario 2: 50% Increase in Surface Water Committed Each Year			
Fiscal Year	Committed Acre-Feet	Revenue	Ending Balance
2018	303.90	\$ 556,137	\$ 2,981,784
2019	455.85	\$ 834,206	\$ 3,815,990
2020	683.78	\$ 1,251,308	\$ 5,067,298
2021	1025.66	\$ 1,876,962	\$ 6,944,260
2022	1538.49	\$ 2,815,444	\$ 9,759,704

Estimated Cost to Complete Retrofitting

There are 253 non-metered services and staff estimates the total cost to retrofit them with meters would be approximately \$4,326,000 – \$6,880,000. This cost estimate is based solely on staff’s experience with, and knowledge of, these service types and is limited to the estimated amount of labor and materials to complete retrofitting. Staff believes converting these services to meters would be very difficult because of meter size, physical location of piping, and legal complications associated with obtaining any necessary easements and access rights. These complications are difficult to estimate without a more in-depth analysis, but are likely to increase the costs, substantially in some cases. To obtain more accurate cost estimates, staff would need to physically inspect each service property at a minimum.

The remaining services fall under three rate schedules:

Rate Schedule	Total Services	Estimated Cost Range
Multiple-Unit Residential and Irrigation Service	129	\$3,250,000 – \$4,000,000
Multiple-Unit Residential Flat Rate Service	14	\$300,000 – \$400,000
Small Unit Flat Rate Service	110 ²	\$500,000 – \$2,480,000

² As of June 2017, there were 396 customers billed under these SUFR party services.

The Multiple-Unit Residential and Irrigation services include apartment complexes and mobile home parks. These services are connected to TMWA's water system by single or multiple feeds and some have multiple owners. Most of these services use relatively large diameter pipe that likely would require construction of a vault with backflow prevention assemblies. Also, some of these services may require pipe upsizing to meet fire flow requirements.

The Multiple-Unit Residential Flat Rate services are all apartment complexes fed by one service line. These services also are likely to require construction of a vault and backflow assemblies and may require modifications to satisfy fire flow requirements.

The Small Unit Flat Rate party services consist of duplexes and fourplexes that are each fed by a single service line.³ Each housing unit is usually under separate ownership, but some of the internal plumbing and irrigation waterlines are shared among the units. These services will be the most difficult to retrofit. It would require installation of additional service lines and metering facilities to each housing unit from TMWA's main waterlines. These additional service lines may need to be installed through adjoining property owner's land, and thus, would require coordination with, and easements from, the affected property owners. Lastly, retrofitting each unit with a single service connection would require modifications to each unit's internal shared and non-shared plumbing as well as separating their irrigation systems. These modifications could increase the cost to retrofit each unit by approximately \$5,000, which additional cost is included in the higher cost estimate provided above.

For each service type, any construction that involves the installation of new or modified facilities on a customer's property or within their housing unit would require their consent.

Meter Fund Status

Based on staff's preliminary estimates and using the lower range of values provided above, the fund may receive enough fees for the estimated retrofitting costs of these services between fiscal years 2020 and 2022. Staff continues to retrofit existing services as time allows, however, it may be worthwhile to analyze the benefits of retrofitting the remaining SUFR party services due to their complexity and expense.

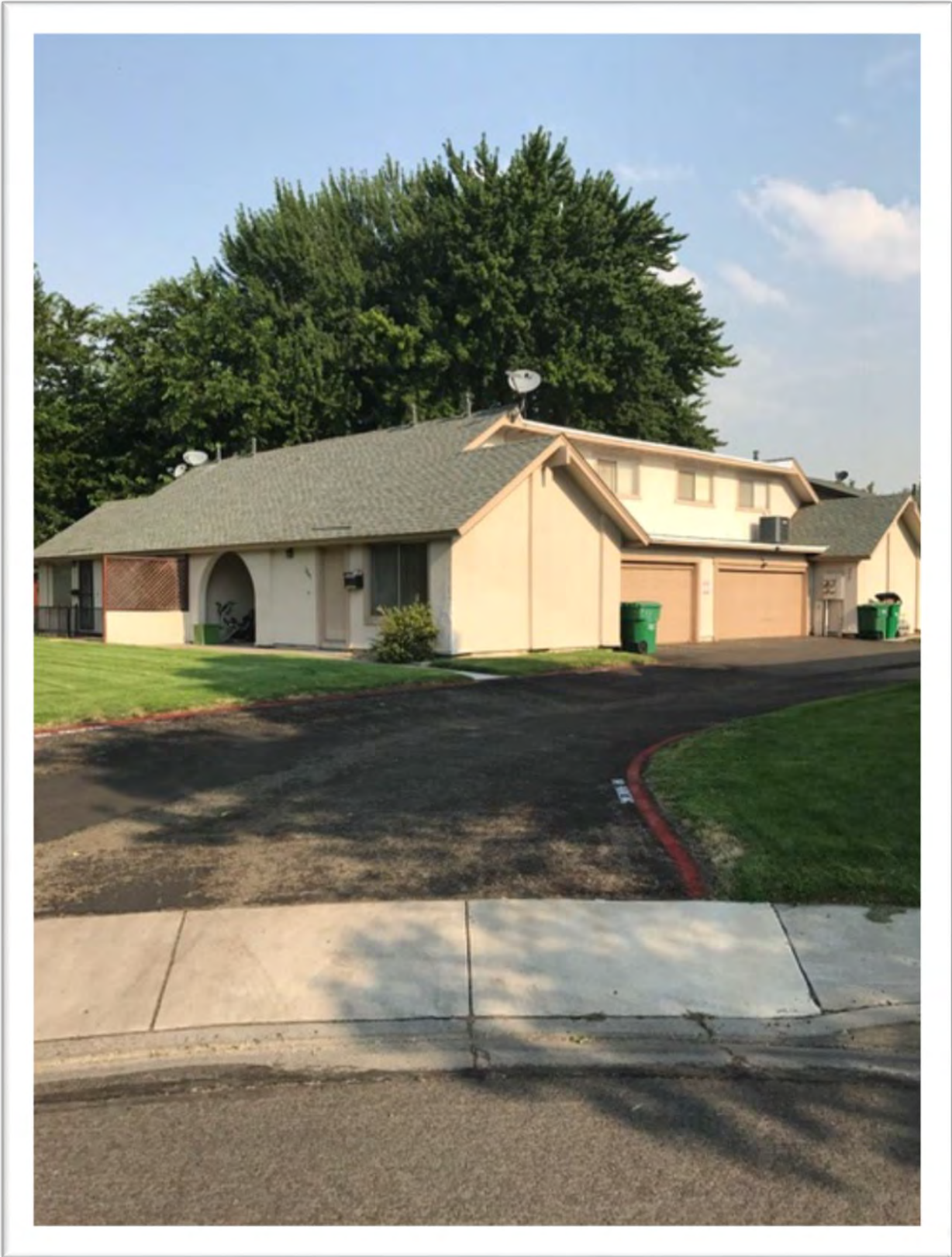
³ See attached photographs of several Small Unit Flat Rate services.

Example Duplex – SUFR



Example Fourplexes – SUFR







STAFF REPORT

TO: Board of Directors
THRU: Mark Foree, General Manager
FROM: Andy Gebhardt, Director of Operations & Jessica Atkinson, HR Manager
DATE: February 13, 2018
SUBJECT: **Discussion and action, and possible direction to staff for the ratification of the Collective Bargaining Agreement between TMWA and the International Brotherhood of Electrical Workers (IBEW) Local 1245 for the period of July 1, 2017 through June 30, 2021**

Recommendation

It is recommended that the Board approve the Collective Bargaining Agreement (CBA) between TMWA and IBEW for a four (4) year period beginning July 1, 2017 through June 30, 2021. Staff strongly believes that this proposed agreement, the product of more than eleven months of hard work, is a fair and equitable agreement that will provide labor stability for TMWA during the next three and a half years.

Summary

- The most recent agreement between TMWA and IBEW expired on June 30, 2017.
- TMWA and IBEW began negotiating a successor agreement in March of 2017.
- On February 7, 2018, parties reached a full tentative agreement on all issues.
- The tentative CBA was presented to IBEW membership for review on February 12, 2018 and for vote on February 20, 2018.
- TMWA Board approval is required for ratification of the CBA.

Discussion

The tentative CBA before the Board provides for coverage from July 1, 2017 through June 30, 2021. The notable changes to this CBA are as follows:

Fiscal Items

Title 4 - Wages

- The wage schedule has been modified to reflect a 3.0% general wage increase to base wage effective February 19, 2018.
- The wage schedule has been modified to reflect a 3.0% general wage increase to base wage effective June 25, 2018.

- The wage schedule has been modified to reflect a 6.0% inequity adjustment for 18 incumbents in the following classifications effective June 25, 2018.
 - Apprentice Water Plant Operator (2)
 - Working Water Treatment Shift Foreman/Forewoman (4)
 - Water Plant Operator Grade II (4)
 - Water Plant Operator Grade III (8)
- The wage schedule has been modified to reflect a 5.0% inequity adjustment for 17 incumbents in the following classifications effective June 25, 2018.
 - Apprentice SCADA Technician (1)
 - Inspector (8)
 - Plant Electrical Technician (2)
 - SCADA Technician (6)
- The wage schedule has been modified to reflect a 4.0% inequity adjustment for 9 incumbents in the following classifications effective June 25, 2018.
 - Apprentice Mechanic (2)
 - Mechanic Specialist (7)
- The wage schedule has been modified to reflect a 3.0% general wage increase to base wage effective June 24, 2019.
- The wage schedule has been modified to reflect a 3.0% general wage increase to base wage effective June 22, 2020.

Title 15 – Sick Leave

- Addition of one (1) sick day

Title 22 – Employee Benefit Programs

- Title 22.1 Retirement – Updated Language: Effective July 1, 2017, Nevada PERS rate increases or decreases shall be split equally between TMWA and the employee.
- Title 22.2(3) Post Retirement Medical – Added Language: Should the TMWA Board adopt a resolution that decreases or eliminates post-retirement healthcare benefits for TMWA employees not covered under the CBA, IBEW agrees that the Board’s resolution will apply to all employees covered under the CBA. The application of the Board’s resolution to all employees covered under this CBA shall comply with the terms set out within the Board’s resolution in the same manner that said terms apply to employees represented by this CBA. Any such resolutions shall apply to employees covered under this agreement without the need for further negotiations. Title 22.2(3) applies only to employees hired on or after the date of the Board’s resolution regarding post-retirement healthcare benefits.

Non-fiscal Items

- Formatting and layout changes
- Adoption of gender neutral terms and titles
- Clarification language
- Inclusion of historical Letters of Understanding and Letters of Agreement
- Delete Title 5.3 (c) regarding the retention and pay for employees’ loss of license for driving under the influence.

Attachments

- CBA July 1, 2018 through June 30, 2021 Red Line (PDF)
- CBA July 1, 2018 through June 30, 2021 Final (PDF)
- Fiscal Impact Statement (PDF)

Collective Bargaining Agreement

Truckee Meadows Water Authority (TMWA)
Reno, Nevada



and

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

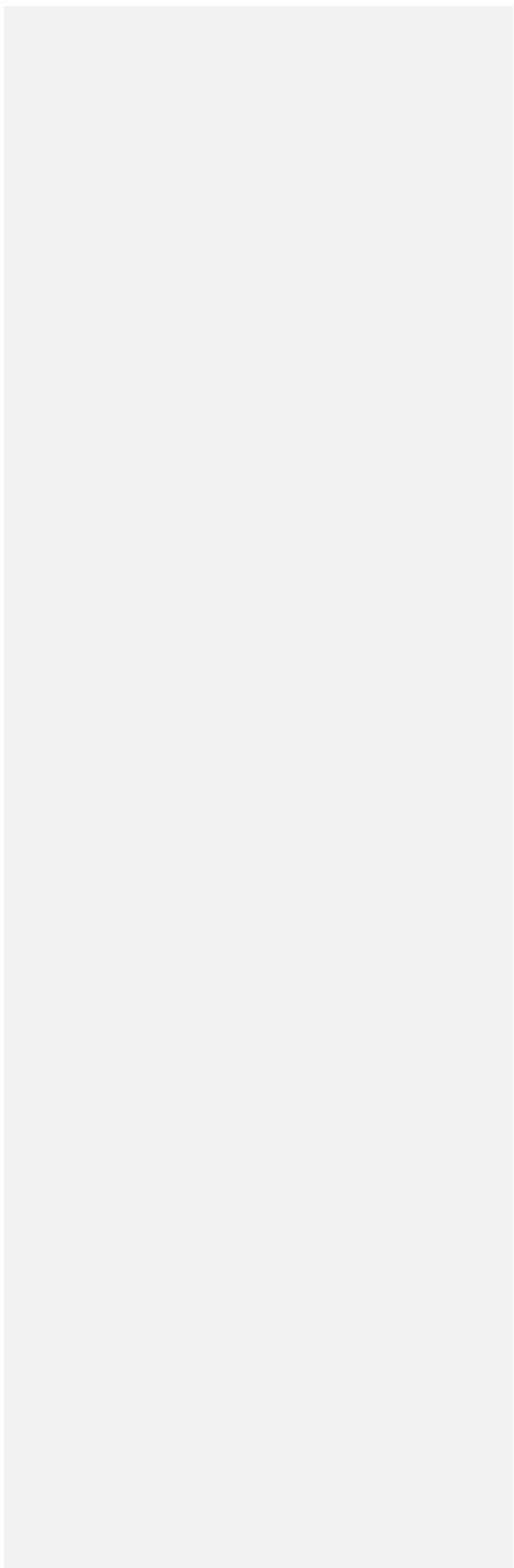


Term of Agreement:
July 1, ~~2012~~2017 – June 30, ~~2015~~2021

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TMWA & IBEW LOCAL UNION 1245

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AGREEMENT

THIS AGREEMENT, made and entered into this day of, ~~2018-eleventh day of June, 2003~~, by and between TRUCKEE MEADOWS WATER AUTHORITY, ~~a Joint Powers Authority entity created under a cooperative agreement among~~ of Reno, Sparks, and Washoe County under NRS Chapter 277 Nevada, its successors or assigns, ~~together with such other properties of a public utility character as may hereafter be acquired,~~ 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. ~~(Amended 6/11/01)~~

WITNESSETH that:

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

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

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

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

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

NOW THEREFORE, the parties hereto do agree as follows:

TITLE 1
RECOGNITION

- 1.1 Company recognizes Union as the exclusive bargaining agent of the Company employees in the bargaining unit, 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) ~~-(Amended 6/11/01)~~
- 1.2 Provisions of this Agreement shall be limited in their application to employees of Company as described in 1.1 of this Title. When the words "employee" and "employees" are used in this Agreement they shall be construed to refer only to employees described in said 1.1 unless otherwise noted.
- 1.3 Any employee, except for those employees listed in 1.1 above has the right to join or not join the Union without fear of intimidation, coercion, or reprisal by any party. Company shall deduct from their wages and pay over to the proper officers of Union, the membership dues of the members of

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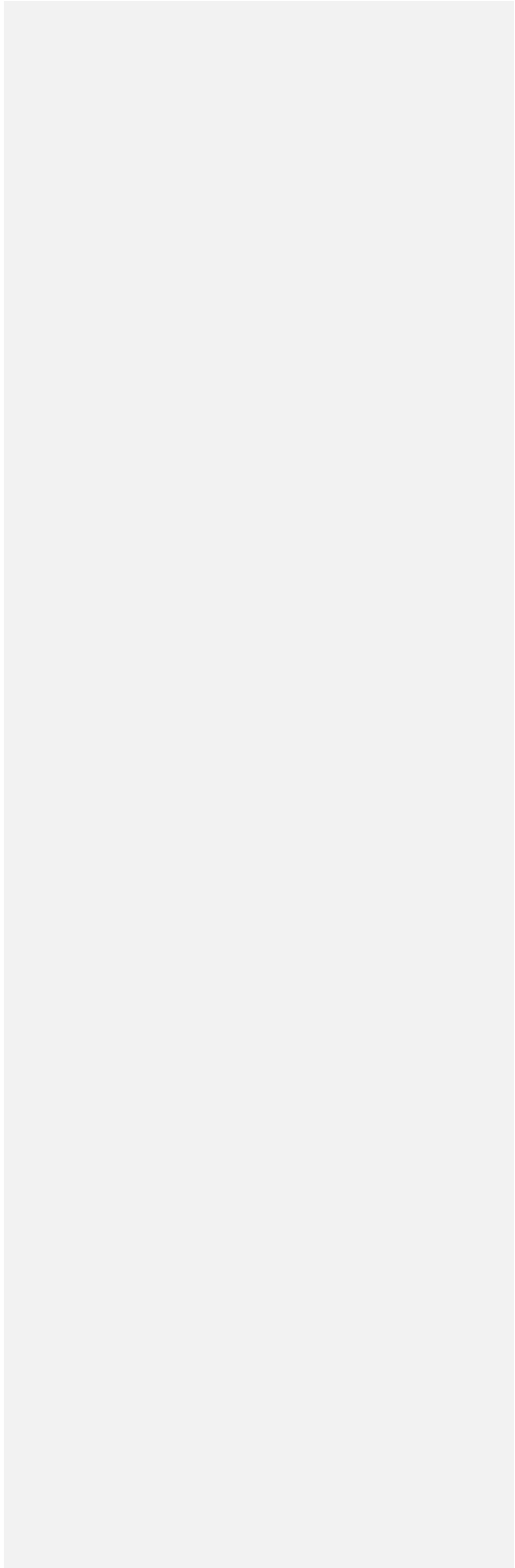
the Union who individually and voluntarily authorize such deductions in writing. The form of check-off authorization shall be approved by Company and Union. (Amended 6/11/01)

- 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 not to discriminate against any employee because of race, creed, religion, sex, age, color, nationality or ethnicity, marital status, citizenship, gender identity or expression, sexual orientation, pregnancy, genetic information, medical condition, veteran status, origin,—or mental or physical impairment, disability, or any other basis made unlawful by applicable Federal, State, or local law is strictly prohibited. It is further agreed that wherever in ~~this~~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:
- (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 Correction 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)

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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 return to their normal duties. (Amended 6/11/01)
- 2.3 Any employee in a Bargaining Unit classification shall perform loyal and efficient work and service, and shall use their influence and best efforts to protect the properties of Company and its service to the public, and shall cooperate in promoting and advancing the welfare of Company and in preserving the continuity of its service to the public at all times.
- 2.4 Consistent with the Provisions of this Title, the parties recognize that Union, Company, and all employees are mutually obligated to promote efficiency in Company's operations and harmony among Company's employees.
- 2.5 Consistent with the provisions of this Title which pertain to continuity of service to the public and duties essential to the operation of the utility, after May 1, 1979 all employees shall be required by Company to either report to work on a call out basis within 45 minutes or reside within a thirty-five (35) mile radius of the Company headquarters to which they regularly report. An employee, who is unable to report for work on a call-out basis within forty-five (45) minutes, will be exempt from the provisions of Section 10.3 of the Agreement. (Amended 1/1/98)

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

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

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TITLE 3
DEFINITIONS

- 3.1 Employees shall be known as "~~Temporary~~Temporary," "~~Provisional~~Provisional," Probationary," "Part Time" and "~~Regular~~Regular" (Amended 6/11/01)
- 3.2 For the purpose of the contract, a ~~regular~~Regular employee is defined as an employee who has completed six (6) months of continuous service with the Company, excluding those hired as ~~provisional~~Provisional employees. (Amended 6/11/01)
- 3.3 (a) ~~A~~temporary ~~Temporary~~ employee is defined as an employee hired by the day for occasional or seasonal work, or for a limited time. A ~~temporary~~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 ~~T~~temporary employee should in the course of continuous employment, be reclassified to ~~P~~probationary or ~~R~~regular~~Regular~~, ~~they~~he shall be credited with all continuous service in determining eligibility for such benefits that may accrue to ~~him~~them in ~~his~~their new status. A ~~T~~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~~Temporary labor rate. (Amended 7/1/09)

3.4

~~(b)~~ A ~~provisional~~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~~Provisional employee will not impede the opportunities of ~~regular~~Regular employees or by-pass the bidding procedure as defined under Title 16 of the ~~Collective Bargaining~~this Agreement and are not subject to Title 23 nor Sections 19.8 or 19.9. ~~Provisional~~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~~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~~Regular" ~~Company~~ employees, and the Company is under no obligation to balance overtime for ~~provisional~~Provisional employees as specified under Section 10.3 of Title 10. A ~~provisional~~Provisional employee will not receive less than the minimum rate for the job and will progress through the appropriate classification wage progression in accordance with the ~~Collective Bargaining~~this Agreement. If employment of a ~~provisional~~Provisional employee extends beyond two (2) calendar years, the employee will be reclassified to "~~regular~~Regular" with a hire date and seniority date equivalent to the start date of ~~his~~their/~~her~~ ~~provisional~~Provisional time. (Added 6/11/01) (Amended 7/1/09)

3.5.4

A probationary employee is defined as an employee hired for a position that has been regularly established and is of indeterminate duration. A probationary employee shall receive sick pay, vacation pay, insurance coverage, pension coverage or items of a similar nature as ~~he~~they shall become eligible, but in all other respects shall be equivalent to a ~~regular~~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 ~~5~~ (a) or less than

A ~~part~~Part-time employee is one scheduled to work less than five (5) days per week eight (8) hours per day. A limited number of part-time employees may be assigned to work covered by ~~this~~the Bargaining Agreement, provided that such assignment shall not result in the loss of ~~regular~~Regular employment for ~~regular~~Regular employees, nor shall the employees so assigned affect the status of or impede the promotional opportunities of ~~regular~~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 ~~P~~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)

3.7.6

The retention of ~~temporary~~Temporary, ~~provisional~~Provisional and ~~Probationary~~ 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)

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- 3.87 (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 ($\frac{1}{4}$) hour. (Amended 5/1/83)
1. Any upgrade position lacking an incumbent employee and continuing for a cumulative period of 1500 straight-time hours in a 12-month period shall require posting of the position. This provision does not apply to those classifications designated as "upgrade only". Exceptions to this provision can be made by mutual agreement between the Company and Union, i.e., training positions and special projects. (Added 1/1/98)
- (b) When an employee is temporarily reassigned to work in a classification higher than ~~his~~their ~~regular~~Regular classification, ~~he~~ they shall be paid, upon such reassignment, the rate of pay ~~he~~ 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 ~~his~~their ~~regular~~Regular classification, ~~his~~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

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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 employee fails to re-obtain the necessary certification, license, or other qualification at the earliest possible date or 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 Investigating Committee, provided for in Section 21.2 of the Agreement, may review the employee's performance.
- (e) Where automatic progression in any classification is provided by the Agreement, an automatic progression wage step will be withheld after an employee is off work for sixty (60) calendar days or more. (Amended 5/1/83)

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

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

TITLE 5 TRANSPORTATION

5.1 Company or public transportation shall be furnished all employees requiring, at the discretion of the Company, transportation in the performance of their duties. In the event an employee is asked to use ~~his~~their own automobile for Company business, ~~he~~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 ~~his~~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) ~~In the specific event of where an employee is unable to maintain the necessary driver's license for driving under the influence or controlled substance abuse, the following shall apply: (Added 1/1/98)~~

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

~~2. In the event of a 2nd occurrence, within 5 years of the 1st, the Company is not obligated for any reason whatsoever to accommodate said employee in any position. (Added 1/1/98) (Amended 7/1/09)(Deleted 07/01/2017)~~

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

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

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

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

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

6.5 Employees, including those on out-of-town assignment, who are required to report for work on their non-work days, or on holidays which they are entitled to have off, or outside their regular work hours on work days, shall be paid overtime compensation for the actual work time, commencing at the time they physically report at their regularly assigned reporting place, and travel time in the amount of fifteen (15) minutes each way in connection therewith. An employee who is called out for such work shall be paid overtime compensation for travel time in the amount of thirty (30) minutes from ~~his~~their home and fifteen (15) minutes to return home. If an employee who is called out for such work outside of ~~his~~their regular work hours on a work day continues to work into or beyond ~~his~~their regular work hours, ~~he~~they shall be paid overtime compensation for actual travel time in the amount of thirty (30) minutes only from ~~his~~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 ~~is~~are ~~himself~~ 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 ~~his~~their Supervisor to report for prearranged overtime on a non-work day, or on a holiday which ~~he~~they are ~~is~~ entitled to take off with pay, and the employee reports for work as instructed, the employee shall be paid overtime compensation for a minimum of four (4) hours provided, however, this will not apply to cases in which the employee is prevented from completing the assignment or earning the minimum through no fault of the Company, for reasons such as inclement weather, accidents, illness, or other reasons beyond the control of the Company. In such cases the employee shall be paid overtime compensation for the actual time worked, but in no event less than the two (2) hour minimum. (Amended 5/1/81)

(b) In the event an employee is instructed to report for prearranged overtime as provided in 6.6(a) above, and such work is canceled, the employee shall be paid overtime compensation for a minimum of four (4) hours, if ~~he~~has~~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 ~~his~~their Supervisor to report for prearranged overtime prior to ~~his~~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.

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

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1. When an emergency arises in connection with ice fighting, the Company may reschedule the hours of certain "Day Employees" and employees classified as Operator, Hydro/Generation to the hours of a shift schedule.
2. The starting time for a shift schedule is ~~08000700~~, ~~16001500~~, or ~~24002300~~.
3. The workday of a shift schedule consists of eight (8) consecutive hours.
4. When "Day Employees" and employees classified as Operator, Hydro/Generation are assigned ice fighting on a shift schedule, they assume the hours of a shift schedule beginning with the first day of the assignment, but the work days and non-work days remain the same as their normal work week.
5. The shift premium is applicable to the hours in these schedules as provided for in Title 7, beginning with the first day of the assignment.
6. No notice is necessary to start a shift schedule to fight ice. However, as much notice as possible should be given both going on and coming off the shift schedule to allow the employees sufficient time to readjust their sleep and rest routine.
7. Meals at Company expense are limited to those where the Supervisor has not allowed sufficient time for the employees to eat breakfast and prepare lunch before reporting to work.
8. On days the provisions of Section 10.1(a)(1), (2), (3), and (4) are applicable, such day or days shall not be counted as one (1) of the days where penalty is paid under Section 6.8(b).
9. The two (2) day penalty provided in Section 6.8(b) is not considered overtime in applying the rest period provisions.

(c) The regular hours of work established herein may be changed by Company at the request or direction of public authorities, provided, however, that before any such change is made

Company shall discuss it with Union. Company shall not be required to pay overtime compensation by reason of any change made as provided in this Section.

- 6.9 (a) Company may schedule employees to work for periods of eight (8) hours at other than their regular hours in any of the following situations:
1. The maintenance or repair of any generating plant or substations, and emergency repairs to hydro plant canal systems. A generating plant or substation shall be defined as any facility that has high voltage apparatus, including OCBs and disconnects. (Amended 5/1/87)
 2. Work involving cleaning debris from the water intake of a hydro or power plant.
 3. (Deleted 6/11/01)
 4. To provide relief in a regularly scheduled job which has been temporarily vacated by absence of an incumbent.
 5. To provide public safety and the protection of Company facilities underground which may be exposed to possible damage by excavating operations performed by other than Company employees.
 6. Work involving emergency repairs to or the cleaning of sand and debris from all raw water delivery systems. (Amended 1/1/98)
 7. (Deleted 6/11/01)
 8. At the request of the customer, special project construction or unique maintenance requirements of facilities where customer impacts must be minimized. (Added 1/1/98)
- (b) In the event such assignment is for four (4) regular work days or less, the employees shall be paid at the rate of one and one-half (1 1/2) times the applicable straight-time rate for all such work except that if the schedule continues beyond four (4) regular work days, the employee shall be paid one and one-half (1 1/2) times the applicable straight-time rate only for the first two (2) days of any such situation, and shall upon the third day, be paid at the straight-time rate for the duration of the assignment. Where the provisions of Title 10.1(a), (1), (2), (3), and (4) or the paragraph (c) next following are applicable, such day shall not be counted as one (1) of the premium days under this Section 6.9.
- (c) In the event the employee is required to begin work in a temporary "off schedule" assignment with less than forty-eight (48) hours notice ~~he-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 ~~his~~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: Specialist, Equipment, Water Treatment; Mechanic, Maintenance & Control, Certified WP; Specialist, Water Supply; Technician, SCADA; and Mechanic, Specialist, Maintenance & Control, WP.

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)).

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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.

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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

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required to change shifts if the crew they are working is on a different shift and no shift change penalty will apply.

4. Holidays. Scheduled holiday hours (88/year) and floating 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) Holiday hours may be exchanged for regular pay at any time during the course of the payroll calendar year. Employees will receive payment at straight time rates for holiday hours that remain unused at the end of the payroll 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, or taken off on their own time without compensation.

(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 eight (8) hours with six (6) hours and Section 10.6(a)(2) shall be modified to replace nine and one-half (9 ½) hours with eight (8) hours.

8. Overtime. For the purpose of the ten (10) hour work schedule, overtime will be paid for all time worked in excess of ten (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:

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

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

- (a) Company shall notify Union of all part-time employees hired, the work being performed and the schedule of work hours and workdays, if any, for such employees.
- (b) Schedules of work hours and workdays for part-time employees who would fall within the regular work hours and workdays established in Section 6.8(a) may be established at the convenience of the Company.
- (c) Schedules of work hours or workdays for part-time employees who would fall wholly or in part outside the regular work hours and workdays established in Section 6.8(a) shall be established by mutual agreement between Company and Union.

6.13 "Shift" employees are as listed below:

Foreman/~~woman~~, Hydro/Generation, Working
Foreman/~~woman~~, Shift, Working, Water Treatment
Operator, Hydro/Generation
Operator, Hydro/Generation, Apprentice
Operator, Apprentice, Water Plant
Operator, Water Plant
Specialist, Equipment, Water Treatment
(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 96 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 will be entitled to holiday hours in accordance with the following conditions.
 - 1. If an employee is hired between the first day of the first pay period of the year and July 1st of the same year, then that employee shall receive 8 Floating Holiday hours and 8 hours of each recognized holiday remaining for the payroll calendar year.
 - 2. If an employee is hired after June 30th and before the end of the payroll calendar year then that employee shall receive 8 Floating Holiday hours and 8 hours for each recognized holiday remaining for the payroll calendar year.
 - 3. Holiday hours may be used to take time off from work in conjunction with vacation or as independent days off.
 - 4. Holiday hours may be exchanged for regular pay at any time during the course of the payroll calendar year. Employees will receive payment at straight time rates for holiday hours that remain unused at the end of the payroll year.
 - 5. Scheduled holiday hours may not be taken in increments of less than 1 hour.
 - 6. 8 of the 96 scheduled holiday hours will be considered Floating Holiday hours. These hours may be taken at any time shift coverage is available.
 - 7. When overtime relief is required, Floating Holiday hours must be taken in increments of four (4) hours or more.
 - 8. 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 (10).
 - 9. 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.

10. Observed Holidays will include:

Holiday	Date Observed
New Years Day	January 1
Martin Luther King Day	
President's Day	Third Monday of February
Memorial Day	Last Monday of May
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 of 16 hours, the employee is entitled to a rest period of 9 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

One 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 his or her 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/IBEW is responsible for handling any complaints by the Operators relating to the allocation of responsibility for Shift Change Time. (Added 7/1/09)

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One Water Treatment Operator on the crew at each plant location (Glendale and Chalk Bluff) will report fifteen (15) minutes before the beginning of his or her 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 Operator ("Designated Operator") who will report for the Shift Change Time for the purpose of equalizing overtime among the Operators, and IBEW is responsible for handling any complaints by the Operators relating to the allocation of responsibility for Shift Change Time. (Added 7/1/09)

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- 6.14 "Service" employees are as listed below:
Apprentice, Technician, Electrical, Plant
Helper
~~Service~~man, Water ~~Water~~ Service Technician
Specialist, Water Supply
Technician, Electrical, Plant
(Amended 6/11/01)
- (a) The normal workweek for each Service Employee shall be regularly scheduled and may be any five (5) consecutive days, starting on any day of the week. The arrangement of work hours, work days, non-work days and work week cycles, where applicable, shall be considered as the employee's work schedule and shall be developed to provide rotation of assignments and equalization of conditions.
 - (b) Working hours for Service Employees assigned to work schedules providing for one-shift operations shall be either 7:00 a.m. to 11:00 a.m. and 11:30 a.m. to 3:30 p.m., or 7:30 a.m. to 11:30 a.m. and 12:00 noon to 4:00 p.m. or 8:00 a.m. to 12:00 noon and 12:30 p.m. to 4:30 p.m. or 8:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m.
 - (c) Schedules for two-shift operations shall be as follows: First shift shall consist of any eight (8) consecutive hours between 7:00 a.m. and 5:00 p.m., exclusive of a thirty (30) minute meal period. Second shift shall consist of any eight (8) consecutive hours between 1:00 p.m. and 12 midnight. Employees assigned to the No. 2 shift shall be allowed necessary time to eat a meal on the job on Company time.

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

Foreman/~~woman~~, Customer Services, Working
Representative, Customer Services
Representative, Customer Services, Senior
Representative, Accounts Payable (AP)
(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 ~~his~~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 ~~his~~her or her work schedule, or may use vacation or floating holiday hours, or sick leave (under Title 15 or Family Sick Leave guidelines), 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
SHIFT 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 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 a premium of \$2.18¹ per hour as follows:~~
 - ~~(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.~~

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

(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.

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**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~~Regular employee shall not be impaired by a leave of absence and the conditions of the leave shall be governed by the provisions herein applicable to the type of leave granted. Any demotion of an employee caused by a reinstatement of an employee who has been absent on an approved leave of absence shall be governed by the Demotion and Layoff Procedure. (Amended 1/1/95)

Military Leave

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

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Union Leave

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

- (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 ~~his~~their same classification held at the time the leave was granted and at the same headquarters at which ~~he~~they were ~~was~~ 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.

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Personal Leave

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

- (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 ~~he~~ ~~they makes application~~ ~~apply~~ for unemployment benefits, or ~~if he~~ ~~they~~ ~~accepts~~ other employment while on leave, ~~he~~ ~~they~~ shall thereby forfeit the leave of absence and terminate ~~his~~ ~~their~~ employment with the Company.
- (d) An employee returning from an authorized leave of six (6) months or less shall be reinstated to ~~his~~ ~~their~~ former classification and headquarters location.
- (e) An employee returning from an authorized leave exceeding six (6) months shall be reinstated to ~~his~~ ~~their~~ former classification and headquarters provided a vacancy exists in ~~his~~ ~~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 ~~he~~ ~~they are~~ ~~is~~ returned to ~~his~~ ~~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. (Added 5/1/87)

Family and Medical Leave

8.6 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 Federal~~ Family Medical Leave Act of 1993, 29 USC §§ 2601-2654, and subsequent amendments("FMLA");-

- ~~(a) To be eligible, employees must have worked with TMWA a total of at least twelve (12) months and must have worked at least 1,250 hours during the twelve (12) month period immediately preceding the beginning of the leave. These hours do not include vacation, sick or any other paid time off.~~

~~Eligible employees may take up to a total of twelve (12) weeks of leave during any 12-month period for any one or more of the following qualifying events: (1) to care for a child upon birth or upon placement for adoption or foster care; (2) to care for a family member with a serious health condition; (3) when the employee is unable to work because of the employee's own serious health condition; or (4) because of a qualifying exigency arising out of the fact that a family member has been or is on active military duty. The 12-month period is a rolling 12-month period measured backward from the date an employee uses any FMLA leave.~~

~~In addition, eligible employees are entitled to up to 26 weeks of leave to care for a family member or next-of-kin who is seriously injured while on active military duty. (Amended 7/1/09)~~

- ~~(b) If FMLA leave is unpaid:~~

- ~~1. The employee is required to pay their portion of the dependent group health and life insurance premiums, which would have otherwise been deducted from their paycheck, to the Company.~~
- ~~2. The employee will not accrue vacation or sick leave while on leave (Added 1/1/95)~~

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~~_____ (Amended 7/1/09).~~

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

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

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

~~_____ Leave may be denied if adequate notification or proper medical certification is not provided as required. (Added 1/1/95)~~

**TITLE 9
INCLEMENT WEATHER PRACTICE**

9.1 Regular and probationary employees who are unable to work in the field because of inclement weather, 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

1. When "red" air quality days occur, as ordered by any air quality regulatory agency, 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. (Amended 7/1/12)

(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 ~~his~~their opinion should be taken into account in reaching ~~his~~their decision relative to stopping or continuing work. (Amended 1/1/98)

**TITLE 10
OVERTIME**

- 10.1 time
- (a) Overtime is defined as (1) time worked in excess of forty (40) hours in a work week, (2) ~~worked in excess of an employee's normal work hours (or eight hours for part-time employees) eight (8) hours~~ on a scheduled work day, (3) time worked on a non-work day, (4) time worked on a holiday, and (5) time worked outside of regular work hours on a work day. Overtime shall be computed to the nearest quarter hour.
 - (b) Prearranged overtime shall be defined as overtime for which notice has been given prior to the employee's release at the end of the last regularly scheduled work period or an extension thereof, of no more than two (2) hours on that work day.
 1. Company may extend prearranged overtime as necessary. (Amended 5/1/81)
 - (c) Callout overtime shall be defined as overtime for which prior notice has not been given the employee as per 10.1(b). (Added 5/1/81)
 - (d) Overtime work should be assigned in accordance with the following principles, which are intended to guide the actions of both Supervisors and employees:
 1. The nature of the utility business requires the working of overtime and is reflected in the language of this Agreement.
 2. The right to determine the importance and necessity of any work assignment rests within the rights of Management.
 3. Refusal shall be supported by a valid reason.
 4. A reasonable and sympathetic approach shall be taken by Supervision, with employees receiving as much advance notice as possible in order to allow them to alter their plans.
 5. Extenuating circumstances and health of the employees shall be considered.
 6. The time necessary to complete the work assignment and the availability and practicability of the use of other employees shall be considered.
 7. Above all, the rule of reason shall be used by employees and Supervisors.

10.2 If an employee is called out by a responsible authority of the Company outside the employee's regularly scheduled hours and works less than two (2) hours, the employee shall receive not less than two (2) hours to be compensated at the applicable overtime rate, for each such call out, provided the employee has finished ~~his~~their first call out and has returned to ~~his~~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 ~~his~~their regular starting time and the work

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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 his home. Any call-out while in transit shall be considered an extension of the regular day without interruption in time. A call-out received after reaching home and signing off the radio shall be considered a separate call-out. (Amended 5/1/81)
- 10.3
- (a) Overtime, 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, he shall be paid at two (2) times his straight rate of pay for all work performed outside his regular work hours or on a non-work day. (Added 5/1/81)
 - (e) (Deleted 5/1/91)
- 10.6
- (a) Any regular or probationary employee who, as the result of a call out or a prearranged work assignment, has worked at overtime rates between his regular quitting time and his next regular starting time on regular work days, shall be entitled to a rest period under the following conditions:
 1. If he ~~an employee~~ has worked eight (8) hours or more at overtime rates, he ~~they~~ shall be entitled to a rest period of nine (9) consecutive hours upon completion of such overtime work.
 2. If he ~~they have~~ ~~has~~ worked a minimum of two (2) hours at overtime rates and such work extends beyond nine and one-half (9 1/2) hours after his regular quitting time, he ~~they~~ shall be entitled to a rest period of nine (9) consecutive hours upon

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completion of such overtime work. If ~~he-they~~ works less than two (2) hours at overtime rates and such work extends beyond nine and one-half (9 ½) hours after ~~his~~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 7/1/12).

3. If ~~he~~ ~~has~~they have worked a minimum of two (2) hours at overtime rates and such work commences later than nine and one-half (9 1/2) hours after ~~his~~their regular quitting time, ~~he-they~~ shall be entitled to a rest period of nine (9) consecutive hours upon completion of such overtime work. If ~~he-they~~ works less than two (2) hours and such work commences later than nine and one half (9 ½) hours after ~~his~~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 ~~his~~their next regular starting time. (Amended 7/1/12)
 4. Rest periods, as provided above, shall commence upon completion of the employee's overtime work or the start of ~~his~~their regular work hours, whichever occurs first.
 5. Overtime work that qualifies for a rest period will include 45 minutes consumption time for each missed meal. Travel time will not be included as time worked to qualify for a rest period. (Amended 7/1/12)
- (b) The provisions of Section 10.6(a) shall apply to an employee who works at overtime rates on ~~his~~their regularly scheduled day off or on a holiday observed by the Company as follows:
1. The overtime must have been worked immediately preceding ~~his~~their regular starting time on the next regularly scheduled work day, and
 2. During the corresponding time period normally observed by ~~him~~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 ~~his~~their regular work period, the employee shall be paid at two (2) times the standard rate of pay for all hours worked until ~~he is~~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 ~~his~~their regular work period irrespective of whether ~~he-they~~ continues to work at said overtime work or changes to regular duties.
- (d) If the employee becomes eligible for a rest period and is called back to work during ~~his~~their nine (9) hour rest period, the employee shall be paid overtime compensation at the rate of pay equivalent to two (2) times the standard rate of pay for all work performed until ~~he~~ ~~has~~they have been relieved from duty for at least nine (9) consecutive hours, and a new rest period will commence at the conclusion of such work.
- (e) Should a rest period provided for above extend into ~~his~~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. The employee shall be paid at straight time for any portion of ~~his~~their regular work period, which ~~he is~~they are allowed to take as a rest period. ~~He~~ ~~They~~ will in any event be paid at the straight-time rate for the said regular work period.

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TITLE 11
HOLIDAYS

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

11.2 For regular, probationary and ~~provisional~~Provisional employees, "holiday" as used herein is defined as a day on which each of the following holidays is observed by the Company: (Amended 6/11/01)

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

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

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

Employees shall observe their floating holiday(s) on a workday before the end of the payroll year at the convenience of the Company and the Company will not pay in lieu of unused floating holiday(s). In the event an employee is prevented from taking ~~his~~their floating holiday(s) due to operational requirements, ~~he~~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 ~~he~~they so desires.

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

11.5 If a holiday is observed by Company on a regularly scheduled workday of a regular or probationary employee and ~~he~~they performs no work that day, ~~he~~they shall be given a holiday allowance equal to ~~his~~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 ~~he~~they works that day, the employee shall have the option to:

(a) Be paid the applicable overtime rate for all work performed plus ~~his~~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, subject to the provisions of 11.3 of the Agreement. (Amended 5/1/83)

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

(b) If a holiday falls on a Saturday or Sunday, employees regularly scheduled to work that day

shall observe the actual holiday rather than the Company observed holiday.

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

**TITLE 12
VACATIONS**

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

- (a) An employee's continuous service date shall be ~~his~~their/~~her~~ most recent date of hire, which may be adjusted subject to the provisions of Title 8.
- (b) When an employee's accrual rate changes as stated in 12.2 below, the new accrual rate will be effective at the beginning of the pay period in which the continuous service date falls. (Amended 5/1/87; Effective 1/1/88)

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

<u>Years of Continuous Service</u>	<u>Bi-weekly Accrual Rate</u>	<u>Total Vacation Hours Per Year</u>
<u>1st through 5th year (from 1 day – 60 Months)</u>	<u>3.076</u>	<u>80</u>
<u>6th through 12th year (At the completion of 5 full years, 60 months)</u>	<u>4.615</u>	<u>120</u>
<u>13th through 19th year (At the completion of 12 full years, 144 months)</u>	<u>6.153</u>	<u>160</u>
<u>20th through 26th year (At the completion of 19 full years – 228 months)</u>	<u>7.692</u>	<u>200</u>
<u>27th years or more (At the completion of 26 full years – 312 Months)</u>	<u>9.230</u>	<u>240</u>

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(a) ~~First (1st) through Fifth (5th) year [From 1st day through 60 months] of continuous service: From one (1) day through sixty (60) months from your continuous service date you begin accruing 3.076 hours biweekly for a total of 80 hours of vacation per year.~~

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(b) ~~Sixth (6th) through Twelfth (12th) year [At the completion of 5 full years, 60 months] of continuous service: At the completion of five (5) full years (60 months) from your continuous service date you begin accruing 4.615 hours biweekly for a total of 120 hours of vacation per year.~~

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(c) ~~Thirteenth (13th) through Nineteenth (19th) year [At the completion of 12 full years, 144 months] of continuous service: At the completion of twelve (12) full years (144 months) from your continuous service date you begin accruing 6.153 hours biweekly for a total of 160 hours of vacation per year.~~

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(d) ~~Twentieth (20th) through Twenty-sixth (26th) year [At the completion of 19 full years, 228 months] of continuous service: At the completion of nineteen (19) full years (228 months) from your continuous service date you begin accruing 7.692 hours biweekly for a total of 200 hours of vacation per year.~~

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(e) ~~Twenty-seven (27) or more years [At the completion of 26 full years 312 months] of continuous service: At the completion of twenty-six (26) full years (312 months) from your continuous service date you begin accruing 9.230 hours biweekly for a total of 240 hours of vacation per year. (Amended 5/1/91; Effective 4/28/91) (Amended 7/1/09)~~

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- 12.3 Each employee who has completed five (5), ten (10), fifteen (15), twenty (20) years, etc., of continuous service with the Company will be credited with five (5) days vacation (40 hours) in the pay period in which the continuous service date falls. (Amended 5/1/87; Effective 1/1/88)
- 12.4 Part-time employees except ~~temporary~~Temporary employees shall earn vacation time as stated in Section 12.2 and 12.3, but adjusted as follows and subject to the provisions of Title 20.
- (a) Vacation time credits shall be prorated as outlined in Section 3.5. (Amended 5/1/87)
- 12.5 An employee must complete six (6) months of continuous service to be eligible to take vacation. After completion of six (6) months of continuous service, vacation may be taken as earned, subject to operational needs of the Company and by mutual agreement of Company and employee. (Amended 5/1/87)
- 12.6 Vacation time shall be paid at the straight-time rate of pay. (Amended 5/1/87)
- 12.7 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)
- 12.8 Earned vacation, which is not used by an employee, may be allowed to accumulate. Such vacation may be carried over from one (1) payroll year to the next following payroll year provided that the carryover vacation does not exceed a maximum amount based on years of continuous service as stated below.: (Amended 1/1/98)

<u>Years of Continuous Service</u>	<u>Maximum Carryover Vacation</u>
1 st through 5 th year (from 1 day - 60 months)	20 days or 160 hours
6 th through 12 th year (At the completion of 5 full years - 60 months)	30 days or 240 hours
13 th through 19 th year (At the completion of 12 full years - 144 months)	40 days or 320 hours
20 th through 26 th 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 12.8 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)
- 12.9 When an employee is required to carry over a vacation from one (1) payroll year to the next payroll year due to an approved absence from work because of an extended illness or industrial injury, such vacation will be taken at the convenience of the Company and at such time as not to interfere with vacation schedules of other employees. Such vacation will not be subject to forfeiture as stated in 12.8(a). (Amended 1/1/98)
- 12.10 When an employee's approved scheduled vacation is canceled by the Company due to unforeseen emergency conditions, or an employee foregoes ~~his~~their/her vacation for the convenience of the Company, the employee shall be allowed to reschedule ~~his~~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 12.8(a). (Amended 1/1/98)
- 12.11 If a holiday is observed by the Company on a workday within an employee's vacation period, the holiday shall not be considered a vacation day. (Amended 5/1/87)
- 12.12 Company shall not require an employee to take ~~his~~their vacation in lieu of sick leave or leave of absence on account of illness. (Amended 5/1/87)
- 12.13 Regular, probationary and ~~provisional~~Provisional employees whose employment with the Company has been terminated for any reason shall receive vacation pay for all accrued vacation time in lieu of any vacation allowance. (Amended 6/11/01)

- 12.14 Before 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 12.7, an employee has arranged to take ~~his~~~~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)
- 12.15 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)
- 12.16 During each payroll year, the employee may elect to cash out up to 40 hours of unused earned vacation. (Added 7/1/12)
- ~~12.17 On the first pay period following 7/1/2014, employees will receive a one-time credit of 42 hours of Personal Leave Time, which can be used at the employee's discretion as vacation, deferred compensation (457 Plan) or be cashed out. Any remaining unused or un-credited hours under this provision will be cashed out on the last pay period of June 2015. This provision of Section 12.17 is intended to apply only for the term of this agreement. (Added 7/1/12)~~

TITLE 13
SAFETY

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

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

Every employee must be familiar with the special safety rules and regulations pertaining to ~~his~~~~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, one non-represented employee and the Safety Officer. The officers of the Committee shall consist of a "chairman", "vice-chairman" 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:

- Distribution Maintenance (one member)
- Operations (one member)
- Hydro Generation and Customer Service (one member)
- MPAT employee (one member)
- Rotating Seat to be from one of the areas listed in 1, 2 or 3

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. Replacement of

committee members shall be done through solicitation and recommendation from the Company, Union and the Committee. Election of new members shall be done by majority vote of the current membership. 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 his duties, steel-toed safety shoes recognized as such by ANSI Standard Z.41. (Added 5/1/91)

**TITLE 14
UNION ACTIVITY**

14.1 The Union will use one-half (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 his or her membership in the Union or his or her activity on behalf of the Union, and the Union agrees not to discriminate against any employee because of his non-affiliation with the Union.

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

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

14.5 (Deleted 7/1/09)

14.6 ~~(a) APB Member: It has been agreed that the IBEW Business Representative will become a member of the Accident Prevention Board (APB). (Amended 1/1/98)~~

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

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

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**TITLE 15
SICK LEAVE**

15.1 A regular employee shall, in addition to any accumulated unused sick leave with pay to which he they may be entitled as of May 1, 1968, also be entitled to accumulate further unused sick leave with pay at the rate of ~~one (1) day of sick leave for each month worked~~ thirteen (13) 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 payroll year, not to exceed 48 hours that payroll year. (Amended 5/1/86) (Amended 7/1/12)

15.2 The Company may require satisfactory evidence of an employee's illness or disability before sick leave will be granted. If it is found that the employee is using sick leave for reasons other than a bona fide personal sickness or disability, said employee shall forfeit all sick leave accumulated up to that date. When an employee determines that he they will be unable to report for work, he they must

notify ~~his~~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 ~~he~~they will be able to return to work, ~~he~~they must, on each day of ~~his~~their illness or disability, notify ~~his~~their Supervisor that ~~he~~they will be unable to report for work. When the employee does become aware of the date when ~~he~~they will be capable of returning to work, ~~he~~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)

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

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

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

15.5 (Deleted 5/1/83)

15.6 (Deleted 5/1/83)

15.7 (Deleted 5/1/83)

15.8 Sick leave time may be granted in ¼ hour increments. (Added 1/1/98)

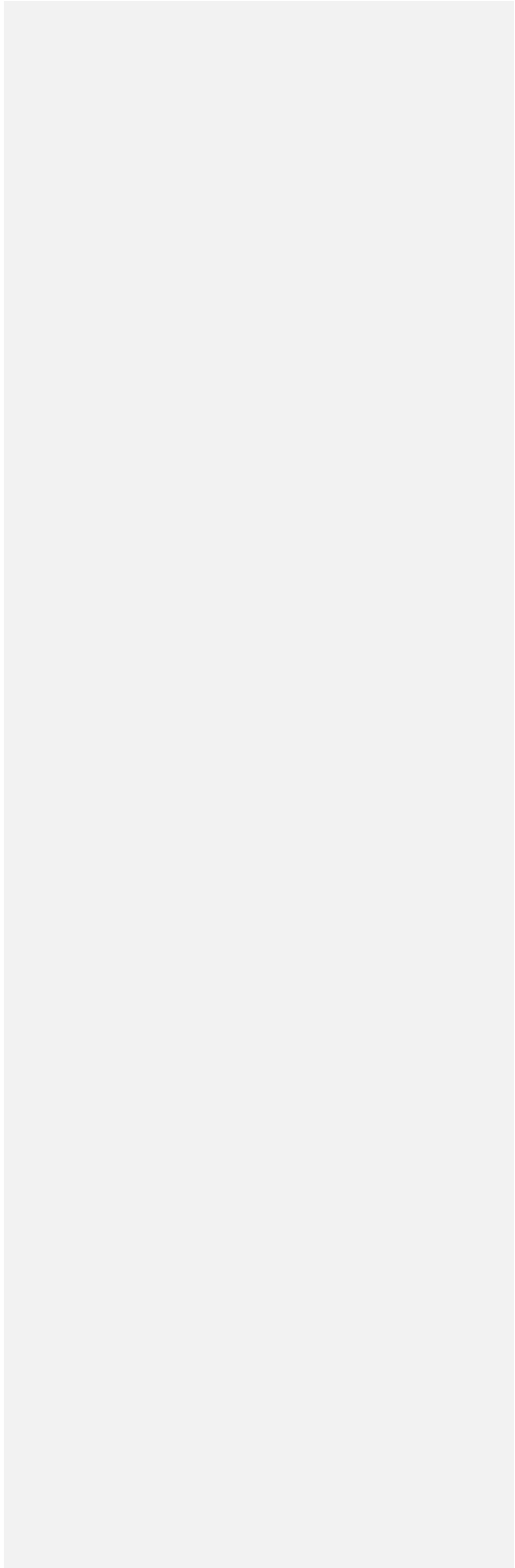
15.9 (Deleted 6/11/01)

15.10 Family Sick Leave Program

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

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

- 15.11 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 3.7. Company Seniority shall be used as the basis for determining such benefits as sick leave, retirement, vacations and protection against demotion and lay-off. Occupational Group Seniority shall be defined as the total length of service in one (1) of the occupational groups shown in Exhibit C attached hereto. Occupational Group Seniority shall be used in determining the preferred bidder within an occupational group and line of progression in the sequence outlined in 16.5. Attached hereto and made a part hereof is Exhibit C, an appendix outlining the "Occupational Groups" and "Lines of Progression" to be used for promotion and demotion. It is understood that the Occupational Groups have no relationship to "departments" as used in prior contracts between the parties nor shall Exhibit C be construed to limit in any way the right of the Company to choose any form of organizational arrangement it prefers.
- 16.2 Company shall make up and post on bulletin boards, a Company seniority list and an occupational seniority list every six (6) months. If no opposition shall be made in writing within thirty (30) days after posting, the respective seniorities shall be considered as correct as listed. A copy shall be furnished the Union.
- 16.3 (a) The seniority status of employees as of July 1, 1959, shall be that shown on the personnel records of the Company, and seniority shall accumulate in the occupational group where then employed.
- (b) ~~_____ (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 ~~he they are~~ awarded ~~his 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 ~~he they~~ transferred and shall have no seniority in the group to which ~~he they~~ transferred. At the end of the 90 day period specified, ~~they he~~ shall be credited with 90 days of seniority in the new group, and shall retain in the group from which ~~he they~~ bid or was transferred, the seniority ~~he had 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 ~~he 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 ~~he they are~~ re-transferred to the previous group ~~he they~~ may use the seniority to re-establish ~~himself 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 manned and supervised crews and for periods not to exceed ninety (90) calendar days.
- 16.4 When an employee is temporarily transferred from the occupational group in which ~~he is they are~~ regularly employed to another occupational group, ~~his their~~ seniority will continue to accumulate in ~~his their~~ regular occupational group while ~~he they are~~ temporarily working elsewhere.

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16.5 When new jobs are created as provided in 4.4, additional jobs and vacant jobs will be posted on the bulletin boards by the Company for a period of ten (10) calendar days. It shall be the duty of the Company to set forth in said bulletin the date of postings, the nature of the job, its duties, qualifications required and the rate of pay. The Company shall furnish the Union with a list of bidders on all jobs and it shall be the duty of the Company within ten (10) working days of the close of the bidding period to post on bulletin boards the name of the applicant, if any, awarded the job, and ~~mail~~ ~~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, ~~he-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 to accept a bid using group seniority per 16.5(1) for a double-lined classification, and will then continue to progress in ~~his/her~~ ~~their~~ line of progression in accordance with Section 16.5.
- 4. If incumbent in double-lined boxes bids a position within ~~his/her~~ ~~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.

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(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 his/their current job.
 2. His/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. His/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 his/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)~~ ~~(e)~~—The term "Working Foreman/woman" as used in this Section 16.7 shall be construed to include any

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of the following: (Amended 6/11/01) (Amended 7/1/12)

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1. Foreman/woman, Working (All Classifications)
2. Inspector
3. Representative, Customer Services, Senior
4. Senior Facilities and Grounds Maintenance Man

16.8 (a) An employee changing any classification shall be given a qualifying period. ~~of not more than. 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.~~

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~~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.~~

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~~ninety (90) days. Such period shall be for determining whether he can meet the job requirements. If the employee fails to demonstrate his ability to perform the job or lacks the ability to progress during the ninety (90) day trial period, he shall be returned to his former job classification and rate of pay. (Amended 7/1/09)(Amended 7/1/12)~~

~~(b)~~—In the event it is necessary for the Company to demote a "Working Foreman/woman," as defined in

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~~Subsection 16.7(c) for failure to discharge the duties of ~~his~~their position, the identical procedures of notice to Union, investigation and review procedure for appointment as outlined in~~

~~(b)~~—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, by United States Mail to the Labor Relations Offices at the Company at its general offices in Reno. 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 ~~postmarked submitted~~ later than the closing date on the posted bid/job announcement form. (Amended 5/1/86)

16.10 (a) Notwithstanding anything contained herein, Company need not consider the bid of any

employee who does not possess the knowledge, skill, efficiency, adaptability and physical ability required for the job on which the bid is made.

~~(b) Company need not consider the bid of any employee for a posted vacancy in another District or sub-District of the Company, if the employee has not worked for a minimum of 90 days in his present classification within the District or sub-District in which he is currently employed. The provisions of Section 16.10(b) are not to be construed as placing any time limitation upon the subsequent advancement of an employee within the line of progression in the District or sub-District to which he is qualified to bid. (Amended 7/1/12)~~

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(be) 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 ~~his~~their present classification within the occupational group in which ~~he is~~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 ~~he is~~they are qualified to bid. (Amended 7/1/12)

(cd) 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)

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

~~(f) (Deleted 6/11/01)~~

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

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

16.11 (Deleted 5/1/82)

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

16.13 Both the Company and Union recognize that there will arise situations with respect to partially incapacitated employees, employees displaced by new technologies or revisions of operational procedures, employees who are temperamentally unsuited to their jobs, employees returning from military service (other than annual field training) or employees who are displaced either directly or indirectly by other employees returning from military service with the Armed Forces of the United States (other than annual field training) who have been granted leaves of absence by the Company under Section 8.2 of the Agreement, and that in such cases the bidding procedure may be waived by mutual agreement in order to properly protect the seniority of employees who have given long and faithful service. The Company will discuss such cases with the Union as far in advance as possible with the object of avoiding any inequitable situations, which might result. Both parties will endeavor to provide for retention of employees in the Company, in jobs suitable to their capabilities, first in the areas where they are employed at the time, or secondly in other areas of the Company's operations. If after full discussion of such cases and survey of all possibilities available to the solution of the problem, the Union and the Company are unable to agree on a satisfactory solution, the Company shall have the right to make changes or layoffs as it may deem necessary, consistent with the provisions of the Agreement. Should a partially incapacitated employee, an employee displaced by new technologies or revisions of operational procedures, or an employee who is temperamentally

unsuited to ~~his~~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~~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 ~~his/her~~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~~Regular starting time on ~~regular~~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. All earned meals will be credited at \$28.00 per meal. 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.

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)

(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 ~~him~~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 ~~he~~they ~~continue~~s to work, insofar as it is possible for the Company to do so.

- 17.3 (a) On callout overtime, outside of regular hours on work days, the Company shall provide: breakfast, if callout work begins prior to two (2) hours before the time corresponding to the employee's regular starting time on regular work days. Lunch, if callout work begins prior to two (2) hours before the time corresponding to the employee's regular starting time on regular work days and ~~he~~they ~~have~~ has-qualified for a lunch through time worked. Neither breakfast nor lunch, if callout work begins two (2) hours or less before the time corresponding to the employee's regular starting time on regular work days, unless the employee has not been allowed sufficient time by ~~his~~their Supervisor, at the Supervisor's discretion, to eat ~~his~~their breakfast and prepare ~~his~~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 earned 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 return thereto or to their regular place of abode, shall be allowed actual personal expense for board and lodging for the duration of such assignment, provided they board and lodge at places to be designated by Company. Under such circumstances, the Company designated lodging will be the reporting place. (Amended 1/1/95)
- (b) The subsistence allowance will not be applicable if board and/or lodging are provided by the Company. Upon the approval of the Company, any employee electing to provide ~~his~~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 ~~he~~they are ~~is~~ absent from duty for personal reasons.

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

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

A travel allowance equal to that provided for under Title 5, Section 5.1, for one (1) round trip, will be allowed each employee providing ~~his~~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 regular place of abode. ~~his~~their (Amended 1/1/95)

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

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

- 17.9 If on their non-work days any such employees remain at such designated places, their expenses for board and lodging on such days shall be paid by Company, but if they go elsewhere for their personal convenience Company shall not reimburse them for any expense they incur thereby. If any such employees return to their homes on their non-work days, Company at its option shall (1) allow them the equivalent of any saving it realizes in their board and lodging costs, or (2) reimburse them for the expenses of round-trip transportation by public carrier, or (3) provide round-trip transportation by Company vehicle, if such travel is at Company's request. In the event that any such employees board and lodge at a Company boarding house, the allowance which may be made by reason of the saving in board and lodging cost will be based on the established charge to employees who regularly board and lodge at such boarding houses.
- 17.10 An employee who is required to change his/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 his/their/her new headquarters. This benefit does not apply if the move results from an employee exercising his/their/her rights under Title 16, except when there is only one qualified bidder for a journeyman or above job, qualified moving expenses, not to exceed \$2,000 with a limit on availability to said bidder once every five years, will be available. (Amended 1/1/98)
- 17.11 (Deleted 5/1/91)
- 17.12 Insofar as possible, the Company will give at least one (1) day's notice to an employee who is to be sent out of town for work in order that the employee may have time to prepare for the trip. The cost of Company provided meals for which the employee qualifies during each day of such assignments shall not exceed the aggregate of the meal allowances specified in Section 17.1 for such meals.
- 17.13 On optional or voluntary training related travel out of the Company's service territory, the following shall apply:
- Company to reimburse for actual expenses.
 - Out-of-town premium will not be in effect.
 - No overtime will be paid; however, Company Management to be sympathetic to travel connections and delays. (Added 1/1/98)

TITLE 18
APPRENTICESHIP

- 18.1 (a) A committee, known as the Joint Apprenticeship Training Committee (JATC), shall be established for the purpose of working out apprenticeship problems.
- (b) The JATC shall be comprised of two (2) members appointed by the Company and two (2) members appointed by the Union. (Amended 1/1/95) (Amended 7/1/09)
- (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 chairman will be responsible for an agenda of, and presiding over, scheduled meetings. The secretary shall record the minutes of each meeting and distribute them to all appropriate persons.
- (f) JATC meetings shall be held quarterly or as designated by the Chairman. (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, such supplemental agreements shall constitute an amendment to this Agreement as of the date specified in such supplementary agreement. (Amended 6/11/01)
- 18.5 (Deleted 6/11/01)
- 18.6 When an apprentice in any formalized Apprenticeship Training Program has completed six (6) months at the top step of ~~his~~their apprentice wage progression and has successfully met all requirements for advancement to Journeyman status, ~~he~~they shall automatically be reclassified to the classification and wage rate of a Journeyman within the Department in which ~~his~~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 ~~his~~their wage progression and has successfully met all requirements for advancement to Journeyman status, ~~he~~they may be, at Company's discretion, reclassified to the classification and wage rate of Journeyman within the Department in which ~~his~~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, ~~he~~they shall not be eligible to bid
- ~~18.8~~ another apprenticeship for a two (2) year period. (Added 7/1/09)

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**TITLE 19
MISCELLANEOUS**

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

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

19.8 If any part or portion of this contract ~~is determined to should~~ be invalid or be superseded by either state or Federal law, by a court of competent jurisdiction, the remaining portions of the contract shall, ~~nevertheless~~, 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:

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- (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.

~~(Deleted 1/1/98)~~

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.)

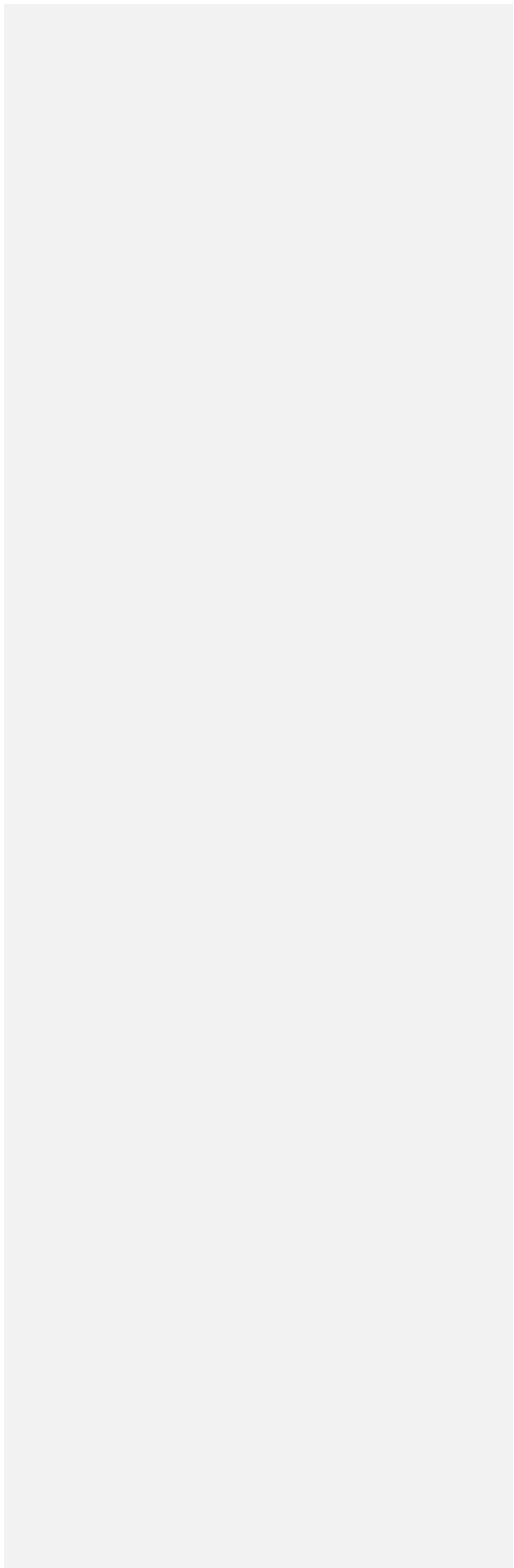
- (a) NOTIFICATION OF INDIVIDUALS: Company will notify Union and employees affected as soon as possible.
- (b) PLACEMENT: Company and Union will work to place Affected Employees in available positions for which they are qualified:
 - 1. Volunteers will be requested and selected by Company seniority. 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);

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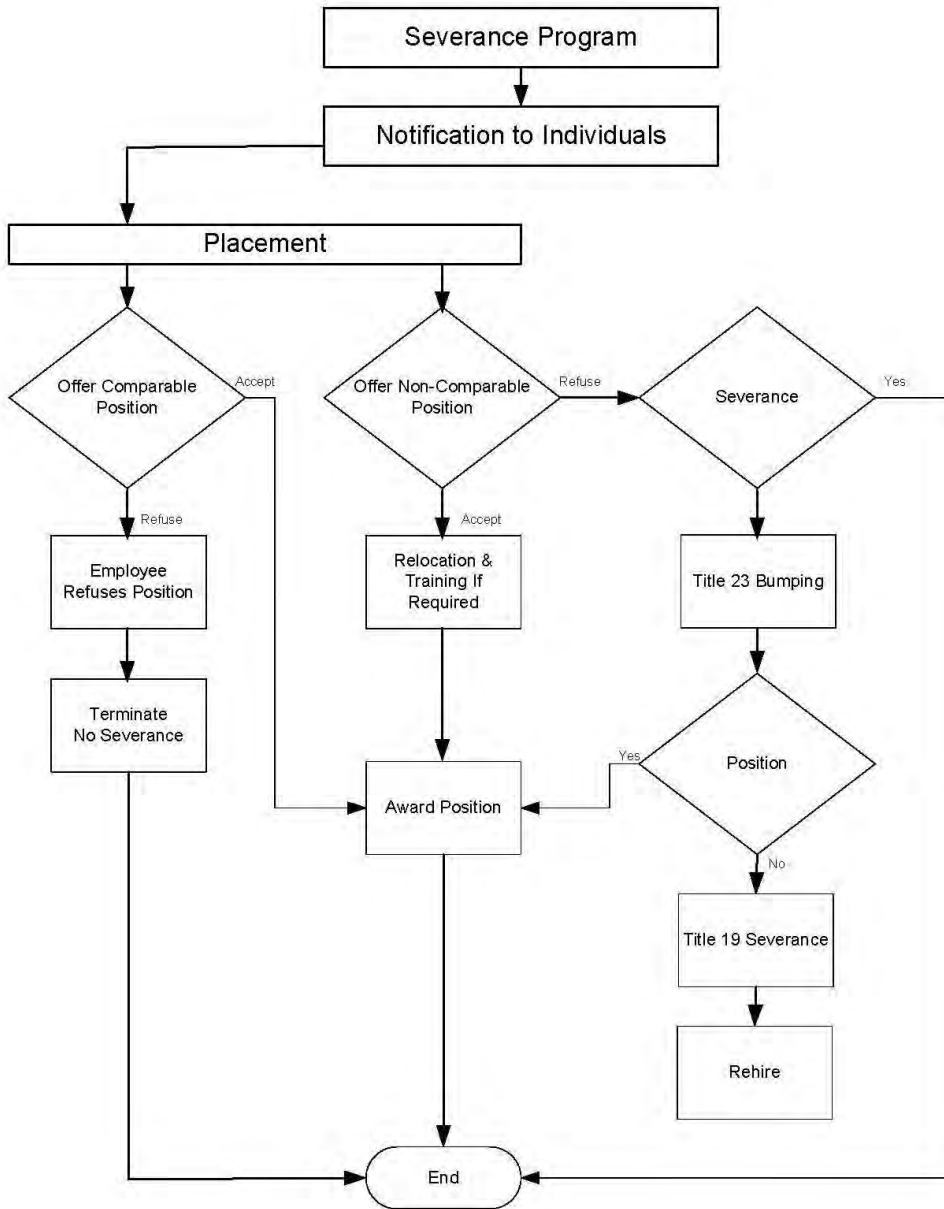
~~3. An Affected Employee offered non-comparable position (defined as requiring relocation of greater than a 35-mile radius and/or wage reduction):~~

- (a) The Affected Employee will have five (5) days to notify the Company of ~~his/her~~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 - See next page
(this chart should only be used as a guide when reviewing Section 19.10)

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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, ~~he-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 ~~he-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 ~~he-they~~ reports back to work. Reference is hereby made to Section 16.13, relative to employees permanently injured in the Company's services. (Amended 6/11/01)

TITLE 21
GRIEVANCE PROCEDURE

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

- Company shall answer, in writing, within five (5) working days after receipt of Union's written grievance.
2. Grievances as described in Section 21.1 other than specified in (1) above shall be introduced at the initial step of the grievance procedure not later than thirty (30) calendar days after the date of the incident or action complained of which is the basis of the grievance, or in a situation beyond the control of the employee, thirty (30) calendar days after the date the employee became aware of said incident or action.
- 21.5 STEP 3 - If the Union Shop Steward and Supervisor involved are not able to reach an agreement on the disposition of a grievance, or if the Company fails to answer within the time limit above, it may be referred by the Shop Steward to the Union's Business Representative. If the alleged grievance is not presented to the third step of the grievance procedure within ten (10) working days after receiving the Supervisor's answer in Step 2; the grievance shall be considered closed. The Union's Business Representative may present such grievance in duplicate on the proper form to the Labor Relations Manager, or alternate. The form shall be completed by the Company and returned to the Union's Committee Chairman within ten (10) working days from receipt thereof.
- 21.6 (a) STEP 4 - If no settlement is reached at Step 3, or the Company fails to submit a written answer within the specified time limit, the Union may refer such alleged grievance to the next step of the grievance procedure, which is the Joint Grievance Committee.
- (b) If the grievance is not settled as provided in Sections 21.4 and 21.5, it shall be discussed by the Joint Grievance Committee at its next regular meeting. The Committee shall consider grievances referred to it as provided in Section 21.5 and shall conscientiously endeavor to effect their settlement. The decision of this Committee shall be final and binding upon both parties. Minutes shall be kept of the Committee's proceedings and the disposition of all grievances shall be recorded.
- (c) All grievances will be processed in the manner prescribed in Sections 21.4 and 21.5 and 21.6(a) except those involving alleged discriminatory or arbitrary discharge, discipline, or demotion of an individual employee, which, if not settled in the manner prescribed in Sections 21.4 and 21.5 shall be referred directly to the Investigating Committee. The Investigating Committee shall make a complete investigation of all the facts pertinent to the grievance and shall strive to reach agreement on disposition of the grievance. Their agreement shall be recorded and shall be final and binding on Company, Union and the aggrieved employee. If the Committee is unable to reach agreement, it shall refer the grievance to the next regular meeting of the Joint Grievance Committee with a full and complete report of its investigation and the separate recommendations of the Investigating Committee members. Company and Union agree that they will attempt to settle grievances involving alleged discriminatory or arbitrary discharge of an individual employee as expeditiously as possible.
- 21.7 STEP 5 - If a satisfactory settlement cannot be reached by the Joint Grievance Committee in two (2) consecutive meetings (unless mutually otherwise agreed), it shall be referred to the Review Committee, such committee to be composed of a Union Representative 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. This Committee shall meet within thirty (30) working days after the date the case is referred to the Committee, and shall endeavor to make a decision based on the record referred to it. It may, in its discretion, return the grievance to the Joint Committee with a request for further investigation and consideration by that Committee. It may, at its discretion, conduct a hearing on any grievance submitted to it. This Committee shall be authorized to make a decision, which shall be final and binding on Company and Union. If the members agree on the disposition of a grievance a statement to that effect shall be signed by the members. (Amended 6/12/06)
- 21.8 STEP 6 - If a satisfactory settlement cannot be reached under the foregoing procedure, either party may refer the case to arbitration by notifying the other in writing to that effect. Within twenty-one (21) days of such notice, Union and Company shall each notify the other of the persons appointed to act as their representative on the Arbitration Board. An Arbitration Board shall be appointed on each occasion that a grievance is submitted to arbitration. The Board shall be composed of three (3)

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

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

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

**TITLE 22
EMPLOYEE BENEFIT PROGRAMS**

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

Except in the event of the election of a different funding medium by the Company, if any Benefit Plan is terminated 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. The retirement system for all regular employees shall be the Public Employee Retirement System of Nevada (PERS) in accordance with applicable provisions of Nevada Revised Statutes (NRS), which includes the choice of Employer Pay contribution or Joint Employee/Employer contribution. For those employees hired by the Company prior to 7/1/2012, the Company will pay 100% of the employee's contribution to PERS regardless of any future increases in the~~

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

- ~~(a) The Retirement rate of compensation will be in accordance with NRS Ch. 286. For all regularRegular employees hired by the Company on or after 7/1/2012 the Company will pay 100% of the employee's contribution rate determined as of 7/1/2012. Should the PERS employee contribution rate increase from the rate as of 7/1/2012, the Company and the employee will each pay 50% of the difference between the rate s of 7/1/2012 and any future change. The provisions of 22.1(b) are intended to apply only during the term of thistheir agreement. (Added 7/1/12)~~
- ~~(b) 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.~~

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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.~~

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~~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.~~

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~~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.~~

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- ~~(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.~~

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(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 addition, retirees age 65 or over are required to enroll in and pay the cost of Medicare Part "B" or Medicare Part "C".

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

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(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 I 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 Retirees 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.

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(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.

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(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.

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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.

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(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)

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(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 as active BU employees, a Medicare Supplement Plan (plan design to be determined and mutually agreed upon in the Joint Wages and Benefits Committee), and a Medicare Risk Contract.

(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 addition, retirees age 65 or over are required to enroll in and pay the cost of Medicare Part "B" or Medicare Part "C".~~

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

3. Board Resolution Regarding Post-Retirement Healthcare Benefits

Should the TMWA Board adopt a resolution that decreases or eliminates post-retirement healthcare benefits for TMWA employees not covered under their Agreement, IBEW agrees that the Board's resolution will apply to all employees covered under their Agreement. The application of the Board's resolution to all employees covered under their Agreement shall comply with the terms set out within the Board's resolution in the same manner that said terms apply to employees not represented by their Agreement. Any such resolutions shall apply to employees covered under their Agreement without the need for further negotiations. Title 22.2(3) applies only to employees hired on or after the date of the Board's resolution regarding post-retirement healthcare benefits.

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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)

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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 ICMA Retirement Corporation.
- (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; employee and child or children; and, employee and family. 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.(h) 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 ~~his~~~~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 ~~his~~~~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 ~~his~~~~their~~ immediate family and other individuals provided ~~he~~~~they~~~~gets~~ approval from ~~his~~~~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 ~~he has~~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 ~~his~~their own. An employee may not demote an employee in a classification having a wage rate higher than that of ~~his~~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 ~~his~~their occupational group at ~~his~~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 ~~his~~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 him~~them~~ of the classification to which he~~is~~they are to be demoted and whether there are any jobs with respect to which he~~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 his~~their~~ decision with respect to exercising the election.
If he~~they~~ desires to exercise the election, Company shall, within two (2) days thereafter, provide him~~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 his~~their~~ election to transfer and indicate the job locations in the order of his~~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 he~~has~~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 he~~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 his~~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:

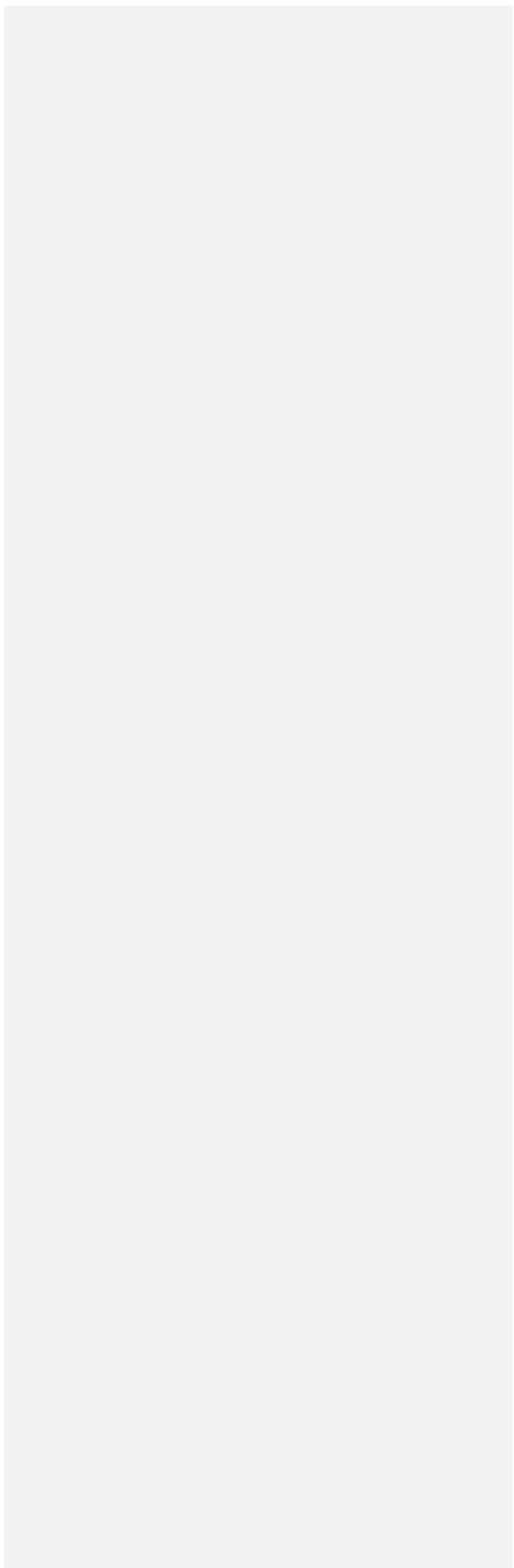
- (a) Elect to displace that employee in his~~their~~ same classification and occupational group within the Company who has less Company seniority than he.
- (b) Elect to demote to the next lower classification in the reverse order of the normal line of progression in his~~their~~ occupational group.

An employee shall be demoted on a step by step basis; that is, he~~they~~ shall first be demoted in

the reverse order of the normal line of progression for his~~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 his demotion or transfer ~~he has~~ they have not exercised each opportunity available to him to bid on a job in his former classification and headquarters;
- (b) Bids made by employees listed in Subsection (a) above who formerly worked in such job classification.
- In considering, under Subsection (a) or (b), bids received from two (2) or more employees on the same job, Company shall give preferential consideration to the bid made by the employee who has the greatest Company seniority.
- An employee who has been demoted or transferred under the provisions of this procedure who thereafter voluntarily removes himself themselves from the Line of Progression and occupational group to which ~~he was~~ 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)

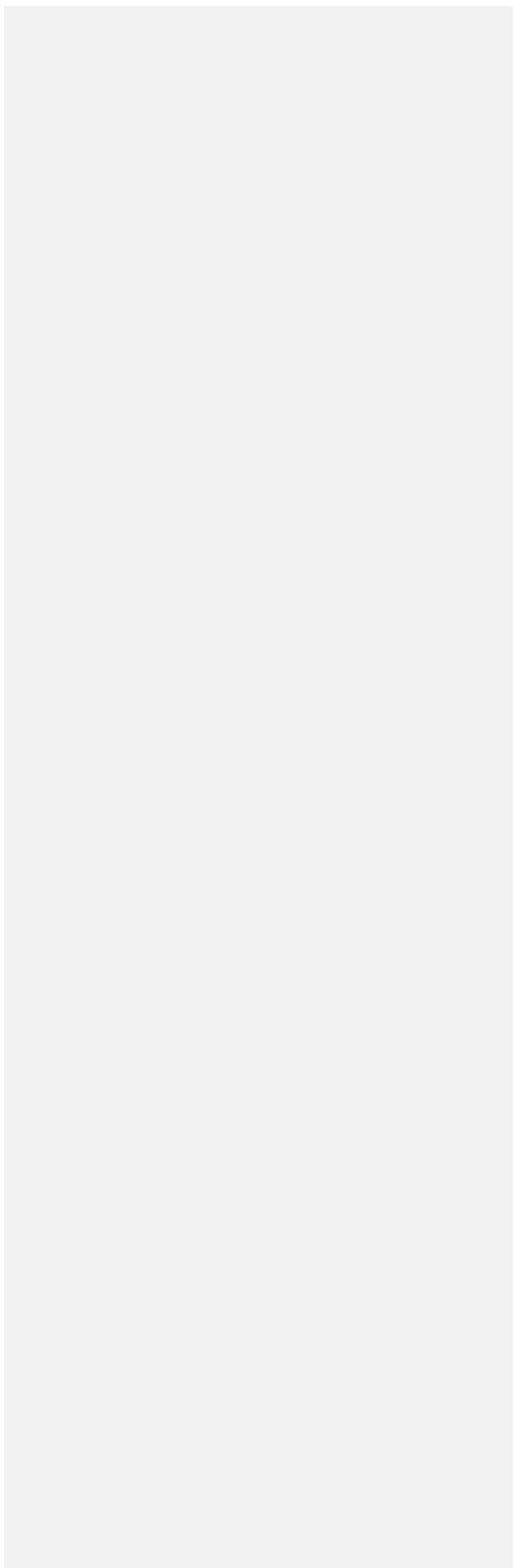
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TITLE 24
TERM OF AGREEMENT

- 24.1 This Agreement shall take effect as of ~~July 1, 2012~~ February 21, 2018. The term of this Agreement shall continue in full force and effect until the thirtieth day of June ~~30, 2021~~ 15, 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)
- 24.2 Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, and until a satisfactory conclusion is reached in the matter of such changes, the original provision shall remain in full force and effect.
- 24.3 This Agreement shall not be amended or supplemented except by agreement of the parties hereto, reduced to writing and duly signed by each.
- 24.4 This Agreement cancels and supersedes that certain Agreement and Exhibits ~~attached thereto~~ entered into on July 1, 2012, and extended on July 1, 2015, by the Company and the Union (January 1, 1998), by SPPC and IBEW.

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

July 1, 2012 through June 30, 2015

February 21, 2018 – June 30, 2021

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.

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TRUCKEE MEADOWS WATER AUTHORITY INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 1245

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Mark Foree, General Manager

Travis Bunkowski

Geno Martini, Chair
Truckee Meadows Water Authority Board of Directors

Chris Hires

Rick Pickworth

Brandyn Rada

Pat Waite, Business Representative

Tom Dalzell, Business Manager

TRUCKEE MEADOWS WATER AUTHORITY
INTERNATIONAL BROTHERHOOD

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

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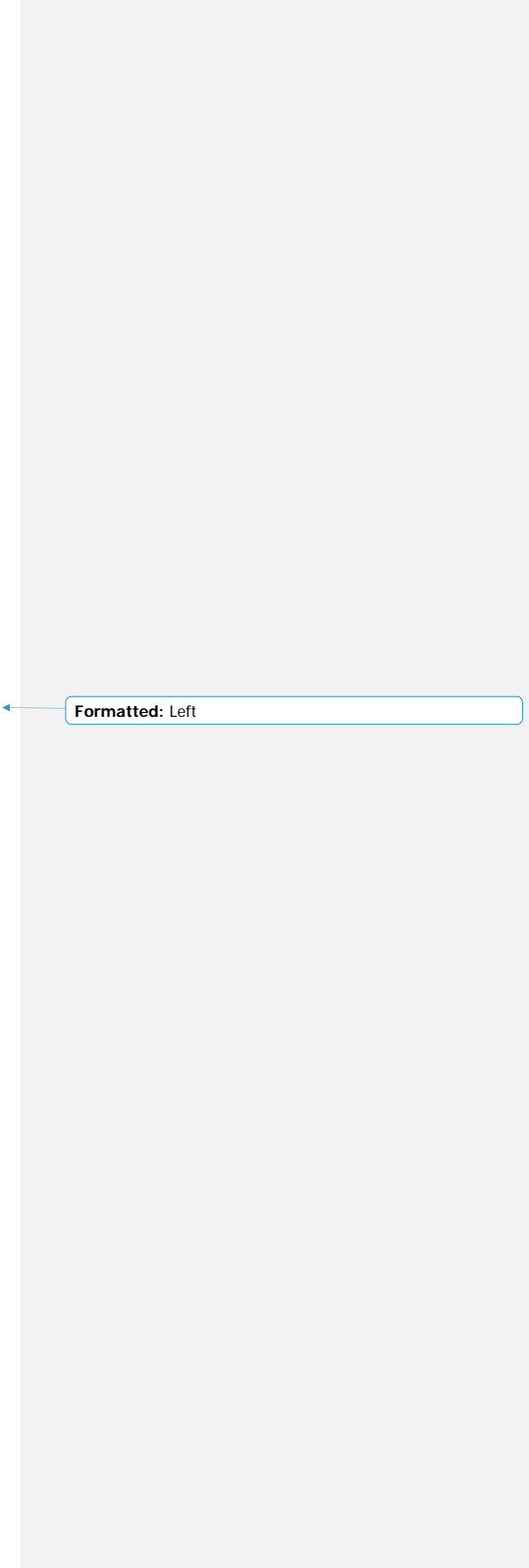
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Mark Foree, General Manager

Tom Dalzell, Business Manager

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~~Dave Aiazzi, Vice Chairman of the Board~~ _____



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

July 1, 2012 through June 30, 2015

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

TRUCKEE MEADOWS WATER AUTHORITY _____ LOCAL UNION 1245 OF THE _____
MANAGEMENT NEGOTIATION TEAM _____ INTERNATIONAL BROTHERHOOD
_____ OF ELECTRICAL WORKERS,
_____ AFL-CIO, NEGOTIATING TEAM

Andy Gebhardt _____ Jackson Bergland

Jack Byrom _____ Bryce Twichell

Paul Miller _____ Greg Bates

Ryan Dixon _____ Steven Enos

Mark Patterson

Patrick Waite, IBEW Business Representative

ATTACHMENT I
EXHIBIT "A" (1)

(As Amended ~~July 1, 2012~~ February 21, 2018)

WAGES

a. The wage scales for all employees listed in Attachment I Exhibit "A" (1) shall be increased during the term of this Agreement as follows:

- Fiscal Year 2018 – increased by 3%, immediately upon IBEW ratification and TMWA Board approval
- Fiscal Year 2019 – increased by 3%
- Fiscal Year 2020 – increased by 3%
- Fiscal Year 2021 - increased 3%

b. In addition to the general increases set forth in subsection (a) above, the wage scales for the following classifications will receive additional increases as follows for FY 2019, starting the first pay period of FY 2019:

- i. Classifications Receiving 6% Increase for FY 2019
 - Foreman, Shift Working Water Treatment
 - Water Plant Operator III
 - Water Plant Operator, Treatment and Distribution II
 - Apprentice Water Plant Operator
- ii. Classifications Receiving 5% Increase for FY 2019
 - SCADA Technician
 - Apprentice SCADA Technician
 - Plant Electrical Technician
 - Power Gen Technician
 - Inspector
- iii. Classifications Receiving 4% Increase for FY 2019
 - Mechanic Specialist, MC-WP
 - Apprentice Mechanic Specialist, M/C-W/P

- Wage increases under new Agreement:
 - July 1, 2012 through June 30, 2013 ————— Base 2.5%
 - July 1, 2013 through June 30, 2014 ————— Base 2.0%
 - July 1, 2014 through June 30, 2015 ————— Base 0% (Amended 7/1/12)
- Shift premium (Amended 7/1/12) —————
 - 2nd shift — 3%
 - 3rd shift — 8%

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ATTACHMENT I
EXHIBIT "A" (1)

Job Class No.	Job Title/Classification	Wage Step	Wages as of 6/30/12	Wages as of 7/1/12 (Plus 2.5%)	Wages as of 7/1/13 (Plus 2.0%)	Wages as of 7/1/14 (Plus 0%)
7694	Apprentice, Fitter	Start	\$25.63	\$26.27	\$26.80	\$26.80
-	-	6 Months	\$26.49	\$27.15	\$27.70	\$27.70
-	-	1 Year	\$27.68	\$28.37	\$28.94	\$28.94
-	-	18 Months	\$28.48	\$29.19	\$29.78	\$29.78
-	-	-	-	-	-	-
7652	Apprentice, Mechanic, Hydro/Generation	Start	\$27.52	\$28.21	\$28.77	\$28.77
-	-	6 Months	\$28.19	\$28.89	\$29.47	\$29.47
-	-	1 Year	\$29.57	\$30.31	\$30.92	\$30.92
-	-	18 Months	\$30.26	\$31.02	\$31.64	\$31.64
-	-	2 Years	\$31.63	\$32.42	\$33.07	\$33.07
-	-	30 Months	\$33.01	\$33.84	\$34.51	\$34.51
-	-	-	-	-	-	-
7653	Apprentice, Mechanic Maintenance/Control-WP	Start	\$27.52	\$28.21	\$28.77	\$28.77
-	-	6 Months	\$28.19	\$28.89	\$29.47	\$29.47
-	-	1 Year	\$29.57	\$30.31	\$30.92	\$30.92
-	-	18 Months	\$30.26	\$31.02	\$31.64	\$31.64
-	-	2 Years	\$31.63	\$32.42	\$33.07	\$33.07
-	-	30 Months	\$33.01	\$33.84	\$34.51	\$34.51
-	-	-	-	-	-	-
7644	Apprentice, Operator, Hydro/Generation	Start	\$28.54	\$29.25	\$29.84	\$29.84
-	-	6 Months	\$29.58	\$30.32	\$30.93	\$30.93
-	-	1 Year	\$30.95	\$31.72	\$32.36	\$32.36
-	-	18 Months	\$31.64	\$32.43	\$33.08	\$33.08

Job Class No.	Job Title/Classification	Wage Step	Wages as of 6/30/12	Wages as of 7/1/12 (Plus 2.5%)	Wages as of 7/1/13 (Plus 2.0%)	Wages as of 7/1/14 (Plus 0%)
7643	Apprentice, Operator, Water Plant	Start	\$28.19	\$28.89	\$29.47	\$29.47
		6 Months	\$29.57	\$30.31	\$30.92	\$30.92
		1 Year	\$30.26	\$31.02	\$31.64	\$31.64
		18 Months	\$31.63	\$32.42	\$33.07	\$33.07
		2 Years	\$33.01	\$33.84	\$34.51	\$34.51
-	-	-	-	-	-	-
7645	Apprentice, SCADA Technician	Start	\$29.77	\$30.51	\$31.12	\$31.12
		6 Months	\$30.53	\$31.29	\$31.92	\$31.92
		1 Year	\$31.27	\$32.05	\$32.69	\$32.69
		18 Months	\$32.02	\$32.82	\$33.48	\$33.48
		2 Years	\$32.75	\$33.57	\$34.24	\$34.24
		30 Months	\$33.51	\$34.35	\$35.03	\$35.03
		3 Years	\$34.25	\$35.11	\$35.81	\$35.81
		42 Months	\$35.00	\$35.88	\$36.59	\$36.59
		4 Years	\$37.23	\$38.16	\$38.92	\$38.92
-	-	-	-	-	-	-
7632	Apprentice, Technician, Electrical, Plant	Start	\$27.52	\$28.21	\$28.77	\$28.77
		6 Months	\$28.19	\$28.89	\$29.47	\$29.47
		1 Year	\$29.57	\$30.31	\$30.92	\$30.92
		18 Months	\$30.26	\$31.02	\$31.64	\$31.64
		2 Years	\$31.63	\$32.42	\$33.07	\$33.07
		30 Months	\$33.01	\$33.84	\$34.51	\$34.51
-	-	-	-	-	-	-
8740	Facilities & Grounds Maintenance Man I	Start	\$21.22	\$21.75	\$22.19	\$22.19
		6 Months	\$22.89	\$23.46	\$23.93	\$23.93
-	-	-	-	-	-	-
8741	Facilities & Grounds Maintenance Man II	Start	\$24.55	\$25.16	\$25.67	\$25.67
		6 Months	\$26.66	\$27.33	\$27.87	\$27.87

Job Class No.	Job Title/Classification	Wage Step	Wages as of 6/30/12	Wages as of 7/1/12 (Plus 2.5%)	Wages as of 7/1/13 (Plus 2.0%)	Wages as of 7/1/14 (Plus 0%)
-	-	-	-	-	-	-
8712	Facilities & Grounds Maintenance Man—Senior	Start	30.44	\$31.20	\$31.83	\$31.83
-	-	-	-	-	-	-
8620	Facilities Locator	Start	\$28.17	\$28.87	\$29.45	\$29.45
-	-	6 Months	\$28.72	\$29.44	\$30.03	\$30.03
-	-	1 Year	\$29.78	\$30.52	\$31.13	\$31.13
-	-	-	-	-	-	-
7620	Fitter	Start	\$30.91	\$31.68	\$32.32	\$32.32
-	-	-	-	-	-	-
7460	Fitter/Welder	Start	\$32.08	\$32.88	\$33.54	\$33.54
-	-	Step 2	\$33.08	\$33.91	\$34.59	\$34.59
-	-	Step 3	\$34.08	\$34.93	\$35.63	\$35.63
-	-	Step 4	\$35.08	\$35.96	\$36.68	\$36.68
-	-	-	-	-	-	-
6825	Foreman, Customer Services Rep, Working	Start	\$30.11	\$30.86	\$31.48	\$31.48
-	-	-	-	-	-	-
6005	Foreman, General Customer Services Rep, Working	Start	\$33.11	\$33.94	\$34.62	\$34.62
-	-	-	-	-	-	-
6042	Foreman, General, Heavy, Water	Start	\$44.18	\$45.28	\$46.19	\$46.19
-	-	-	-	-	-	-
6011	Foreman, General, Hydro/Generation, Working	Start	\$44.18	\$45.28	\$46.19	\$46.19
-	-	-	-	-	-	-
6043	Foreman, General, Light, Water	Start	\$42.26	\$43.32	\$44.18	\$44.18
-	-	-	-	-	-	-
6016	Foreman, General, Mechanic, Hydro/Generation Working	Start	\$44.18	\$45.28	\$46.19	\$46.19
-	-	-	-	-	-	-
6017	Foreman, General, Mechanic, Maintenance and Control, Working	Start	\$44.18	\$45.28	\$46.19	\$46.19
-	-	-	-	-	-	-
6044	Foreman, General, Shift, Water Treatment, Working	Start	\$44.18	\$45.28	\$46.19	\$46.19

Job Class No.	Job Title/Classification	Wage Step	Wages as of 6/30/12	Wages as of 7/1/12 (Plus 2.5%)	Wages as of 7/1/13 (Plus 2.0%)	Wages as of 7/1/14 (Plus 0%)
6396	Foreman, Hydro/Generation, Working	Start	\$40.16	\$41.16	\$41.99	\$41.99
6395	Foreman, Light, Working, Water	Start	\$38.41	\$39.37	\$40.15	\$40.15
6285	Foreman, Mechanic Maintenance/Control-WP	Start	\$40.16	\$41.16	\$41.99	\$41.99
6297	Foreman, Shift, Water Treatment, Working	Start	\$40.16	\$41.16	\$41.99	\$41.99
6280	Foreman, Working, Heavy, Water	Start	\$40.16	\$41.16	\$41.99	\$41.99
9239	Helper (New Helper wage decrease 8% effective 7/1/12)	Start	\$20.35	\$18.72	\$19.10	\$19.10
-	-	6 Months	\$21.96	\$20.20	\$20.61	\$20.61
-	-	1 Year	\$23.55	\$21.67	\$22.10	\$22.10
-	-	18 Months	\$25.58	\$23.53	\$24.00	\$24.00
7405	Inspector	Start	\$35.24	\$36.12	\$36.84	\$36.84
-	-	1 Year	\$36.84	\$37.76	\$38.52	\$38.52
7410	Inspector, Construction	Start	\$35.24	\$36.12	\$36.84	\$36.84
-	-	1 Year	\$36.84	\$37.76	\$38.52	\$38.52
7350	Mechanic, Hydro/Generation	Start	\$36.51	\$37.42	\$38.17	\$38.17
7585	Mechanic, Maintenance & Control, Certified, WP	Start	\$34.39	\$35.25	\$35.95	\$35.95
7385	Mechanic, Specialist, Maintenance/Control-WP	Start	\$36.51	\$37.42	\$38.17	\$38.17
8776	Operator, Equipment I	Start	\$26.93	\$27.60	\$28.16	\$28.16
-	-	6 Months	\$28.24	\$28.95	\$29.52	\$29.52

Job Class No.	Job Title/Classification	Wage Step	Wages as of 6/30/12	Wages as of 7/1/12 (Plus 2.5%)	Wages as of 7/1/13 (Plus 2.0%)	Wages as of 7/1/14 (Plus 0%)
8774	Operator, Equipment II	Start	\$28.57	\$29.28	\$29.87	\$29.87
-	-	1-Year	\$29.88	\$30.63	\$31.24	\$31.24
-	-	-	-	-	-	-
8773	Operator, Equipment III	Start	\$30.91	\$31.68	\$32.32	\$32.32
-	-	-	-	-	-	-
8772	Operator, Equipment, Heavy	Start	\$31.92	\$32.72	\$33.37	\$33.37
-	-	1-Year	\$32.53	\$33.34	\$34.01	\$34.01
-	-	-	-	-	-	-
8325	Operator, Hydro/Generation	Start	\$34.39	\$35.25	\$35.95	\$35.95
-	-	-	-	-	-	-
8850	Operator, Hydro/Generation, Assistant	Start	\$28.58	\$29.29	\$29.88	\$29.88
-	-	6 Months	\$29.91	\$30.66	\$31.27	\$31.27
-	-	1-Year	\$31.19	\$31.97	\$32.61	\$32.61
-	-	-	-	-	-	-
8470	Operator, Water Plant, Grade II, Treatment Only	Start	\$33.30	\$34.13	\$34.82	\$34.82
-	-	-	-	-	-	-
8475	Operator, Water Plant, Grade II, Treatment & Distribution	Start	\$34.39	\$35.25	\$35.95	\$35.95
-	-	-	-	-	-	-
8480	Operator, Water Plant, Grade III, Treatment & Distribution	Start	\$36.51	\$37.42	\$38.17	\$38.17
-	-	-	-	-	-	-
9775	Representative, Accounts Payable	Start	\$15.29	\$15.67	\$15.99	\$15.99
-	-	6 Months	\$16.37	\$16.78	\$17.11	\$17.11
-	-	1-Year	\$17.42	\$17.86	\$18.21	\$18.21
-	-	18 Months	\$18.46	\$18.92	\$19.30	\$19.30
-	-	2-Years	\$20.44	\$20.95	\$21.37	\$21.37
-	-	30 Months	\$22.41	\$22.97	\$23.43	\$23.43
-	-	3-Years	\$24.38	\$24.99	\$25.49	\$25.49

Job Class No.	Job Title/Classification	Wage Step	Wages as of 6/30/12	Wages as of 7/1/12 (Plus 2.5%)	Wages as of 7/1/13 (Plus 2.0%)	Wages as of 7/1/14 (Plus 0%)
9776	Representative, Customer Service	Start	\$15.29	\$15.67	\$15.99	\$15.99
-	-	6 Months	\$16.37	\$16.78	\$17.11	\$17.11
-	-	1 Year	\$17.42	\$17.86	\$18.21	\$18.21
-	-	18 Months	\$18.46	\$18.92	\$19.30	\$19.30
-	-	2 Years	\$20.44	\$20.95	\$21.37	\$21.37
-	-	30 Months	\$22.41	\$22.97	\$23.43	\$23.43
-	-	3 Years	\$24.38	\$24.99	\$25.49	\$25.49
9735	Representative, Customer Service, Senior	Start	\$27.02	\$27.70	\$28.25	\$28.25
8888	Service Utilityman	Start	\$25.26	\$25.89	\$26.41	\$26.41
-	-	6 Months	\$25.99	\$26.64	\$27.17	\$27.17
-	-	1 Year	\$27.53	\$28.22	\$28.78	\$28.78
7625	Serviceman, Water	Start	\$33.60	\$34.44	\$35.13	\$35.13
8450	Specialist, Equipment, Water Treatment	Start	\$36.54	\$37.42	\$38.17	\$38.17
8958	Specialist, Water Supply	Start	\$25.84	\$26.49	\$27.02	\$27.02
-	-	6 Months	\$27.22	\$27.90	\$28.46	\$28.46
-	-	1 Year	\$28.52	\$29.23	\$29.82	\$29.82
7110	Technician, Electrical, Plant, Hydro/Generation	Start	\$37.23	\$38.16	\$38.92	\$38.92
7454	Technician, SCADA	Start	\$37.23	\$38.16	\$38.92	\$38.92
-	-	6 Months	\$38.10	\$39.05	\$39.83	\$39.83
-	-	1 Year	\$38.92	\$39.89	\$40.69	\$40.69

ATTACHMENT 1
EXHIBIT "A" (1)

WAGE SCHEDULE									
Job Class No.	Job Title/Classification	Wage Step	Wages as of 6/25/17	Wages as of 2/19/18 Plus 3.00%	Wages as of 6/25/18 Plus 3.00%	6/25/18 Inequity Adj. % by Position	Wages as of 6/25/18	Wages as of 6/24/19* Plus 3.00%	Wages as of 6/22/20 Plus 3.00%
54040	Apprentice, Fitter	Start	\$27.88	\$28.72	\$29.58		\$29.58	\$30.47	\$31.38
		6 Months	\$28.81	\$29.67	\$30.56		\$30.56	\$31.48	\$32.43
		1 Year	\$30.11	\$31.01	\$31.94		\$31.94	\$32.90	\$33.89
		18 Months	\$30.98	\$31.91	\$32.87		\$32.87	\$33.85	\$34.87
53045	Apprentice, Mechanic, Hydro/Generation	Start	\$29.93	\$30.83	\$31.75		\$31.75	\$32.71	\$33.69
		6 Months	\$30.66	\$31.58	\$32.53		\$32.53	\$33.50	\$34.51
		1 Year	\$32.16	\$33.12	\$34.12		\$34.12	\$35.14	\$36.20
		18 Months	\$32.91	\$33.90	\$34.91		\$34.91	\$35.96	\$37.04
		2 Years	\$34.41	\$35.44	\$36.51		\$36.51	\$37.60	\$38.73
		30 Months	\$35.91	\$36.99	\$38.10		\$38.10	\$39.24	\$40.42
55010	Apprentice, Mechanic Maintenance/Control-WP	Start	\$29.93	\$30.83	\$31.75	4.00%	\$33.02	\$34.01	\$35.03
		6 Months	\$30.66	\$31.58	\$32.53	4.00%	\$33.83	\$34.84	\$35.89
		1 Year	\$32.16	\$33.12	\$34.12	4.00%	\$35.48	\$36.55	\$37.64
		18 Months	\$32.91	\$33.90	\$34.91	4.00%	\$36.31	\$37.40	\$38.52
		2 Years	\$34.41	\$35.44	\$36.51	4.00%	\$37.97	\$39.10	\$40.28
		30 Months	\$35.91	\$36.99	\$38.10	4.00%	\$39.62	\$40.81	\$42.03
53000	Apprentice, Operator, Hydro/Generation	Start	\$31.04	\$31.97	\$32.93		\$32.93	\$33.92	\$34.94
		6 Months	\$32.18	\$33.15	\$34.14		\$34.14	\$35.16	\$36.22
		1 Year	\$33.67	\$34.68	\$35.72		\$35.72	\$36.79	\$37.90
		18 Months	\$34.42	\$35.45	\$36.52		\$36.52	\$37.61	\$38.74
55070	Apprentice, Operator, Water Plant	Start	\$30.66	\$31.58	\$32.53	6.00%	\$34.48	\$35.51	\$36.58
		6 Months	\$32.16	\$33.12	\$34.12	6.00%	\$36.17	\$37.25	\$38.37
		1 Year	\$32.91	\$33.90	\$34.91	6.00%	\$37.01	\$38.12	\$39.26
		18 Months	\$34.41	\$35.44	\$36.51	6.00%	\$38.70	\$39.86	\$41.05

*PERS rate increases shall be split between TMWA and the employee. The wage schedule will be automatically decreased by one-half of any PERS increase and automatically increased by one-half of any PERS rate decrease.

ATTACHMENT 1
EXHIBIT "A" (1)

WAGE SCHEDULE									
Job Class No.	Job Title/Classification	Wage Step	Wages as of 6/25/17	Wages as of 2/19/18 Plus 3.00%	Wages as of 6/25/18 Plus 3.00%	6/25/18 Inequity Adj. % by Position	Wages as of 6/25/18	Wages as of 6/24/19* Plus 3.00%	Wages as of 6/22/20 Plus 3.00%
55120	Apprentice, SCADA Technician	Start	\$32.38	\$33.35	\$34.35	5.00%	\$36.07	\$37.15	\$38.27
		6 Months	\$33.21	\$34.21	\$35.23	5.00%	\$36.99	\$38.10	\$39.25
		1 Year	\$34.01	\$35.03	\$36.08	5.00%	\$37.89	\$39.02	\$40.19
		18 Months	\$34.83	\$35.87	\$36.95	5.00%	\$38.80	\$39.96	\$41.16
		2 Years	\$35.62	\$36.69	\$37.79	5.00%	\$39.68	\$40.87	\$42.10
		30 Months	\$36.45	\$37.54	\$38.67	5.00%	\$40.60	\$41.82	\$43.08
		3 Years	\$37.26	\$38.38	\$39.53	5.00%	\$41.51	\$42.75	\$44.03
		42 Months	\$38.07	\$39.21	\$40.39	5.00%	\$42.41	\$43.68	\$44.99
53040	Apprentice, Technician, Electrical, Plant	Start	\$29.93	\$30.83	\$31.75	5.00%	\$33.34	\$34.34	\$35.37
		6 Months	\$30.66	\$31.58	\$32.53	5.00%	\$34.15	\$35.18	\$36.23
		1 Year	\$32.16	\$33.12	\$34.12	5.00%	\$35.82	\$36.90	\$38.01
		18 Months	\$32.91	\$33.90	\$34.91	5.00%	\$36.66	\$37.76	\$38.89
		2 Years	\$34.41	\$35.44	\$36.51	5.00%	\$38.33	\$39.48	\$40.67
		30 Months	\$35.91	\$36.99	\$38.10	5.00%	\$40.00	\$41.20	\$42.44
51015	Facilities & Grounds Maintenance I	Start	\$23.08	\$23.77	\$24.49		\$24.49	\$25.22	\$25.98
		6 Months	\$24.90	\$25.65	\$26.42		\$26.42	\$27.21	\$28.03
51020	Facilities & Grounds Maintenance II	Start	\$26.70	\$27.50	\$28.33		\$28.33	\$29.18	\$30.05
		6 Months	\$29.00	\$29.87	\$30.77		\$30.77	\$31.69	\$32.64
51025	Facilities & Grounds Maintenance - Senior	Start	\$33.11	\$34.10	\$35.13		\$35.13	\$36.18	\$37.27
54010	Facilities Locator	Start	\$35.65	\$36.72	\$37.82		\$37.82	\$38.96	\$40.12
54045	Fitter	Start	\$33.62	\$34.63	\$35.67		\$35.67	\$36.74	\$37.84

*PERS rate increases shall be split between TMWA and the employee. The wage schedule will be automatically decreased by one-half of any PERS increase and automatically increased by one-half of any PERS rate decrease.

ATTACHMENT 1
EXHIBIT "A" (1)

WAGE SCHEDULE									
Job Class No.	Job Title/Classification	Wage Step	Wages as of 6/25/17	Wages as of 2/19/18 Plus 3.00%	Wages as of 6/25/18 Plus 3.00%	6/25/18 Inequity Adj. % by Position	Wages as of 6/25/18	Wages as of 6/24/19* Plus 3.00%	Wages as of 6/22/20 Plus 3.00%
54050	Fitter/Welder	Start	\$34.89	\$35.94	\$37.01		\$37.01	\$38.13	\$39.27
		Step 2	\$35.98	\$37.06	\$38.17		\$38.17	\$39.32	\$40.50
		Step 3	\$37.07	\$38.18	\$39.33		\$39.33	\$40.51	\$41.72
		Step 4	\$38.16	\$39.30	\$40.48		\$40.48	\$41.70	\$42.95
52030	Foreman/Forewoman, Customer Services Rep, Working	Start	\$32.75	\$33.73	\$34.74		\$34.74	\$35.79	\$36.86
53080	Foreman/Forewoman, General Customer Services Rep, Working	Start	\$36.02	\$37.10	\$38.21		\$38.21	\$39.36	\$40.54
6042	Foreman/Forewoman, General, Heavy, Water	Start	\$48.06	\$49.50	\$50.99		\$50.99	\$52.52	\$54.09
52040	Foreman/Forewoman, General, Hydro/Generation, Working	Start	\$48.06	\$49.50	\$50.99		\$50.99	\$52.52	\$54.09
6043	Foreman/Forewoman, General, Light, Water	Start	\$45.97	\$47.35	\$48.77		\$48.77	\$50.23	\$51.74
6016	Foreman/Forewoman, General, Mechanic, Hydro/Generation Working	Start	\$48.06	\$49.50	\$50.99		\$50.99	\$52.52	\$54.09
55060	Foreman/Forewoman, General, Mechanic, Maintenance and Control, Working	Start	\$48.06	\$49.50	\$50.99	4.00%	\$53.03	\$54.62	\$56.26
55110	Foreman/Forewoman, General, Shift, Water Treatment, Working	Start	\$48.06	\$49.50	\$50.99	6.00%	\$54.05	\$55.67	\$57.34
53070	Foreman/Forewoman, Hydro/Generation, Working	Start	\$43.68	\$44.99	\$46.34		\$46.34	\$47.73	\$49.16
54080	Foreman/Forewoman, Light, Working, Water	Start	\$41.77	\$43.02	\$44.31		\$44.31	\$45.64	\$47.01

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ATTACHMENT 1
EXHIBIT "A" (1)

WAGE SCHEDULE									
Job Class No.	Job Title/Classification	Wage Step	Wages as of 6/25/17	Wages as of 2/19/18 Plus 3.00%	Wages as of 6/25/18 Plus 3.00%	6/25/18 Inequity Adj. % by Position	Wages as of 6/25/18	Wages as of 6/24/19* Plus 3.00%	Wages as of 6/22/20 Plus 3.00%
55050	Foreman/Forewoman, Mechanic Maintenance/Control-WP	Start	\$43.68	\$44.99	\$46.34		\$46.34	\$47.73	\$49.16
55100	Foreman/Forewoman, Shift, Water Treatment, Working	Start	\$43.68	\$44.99	\$46.34	6.00%	\$49.12	\$50.59	\$52.11
54090	Foreman/Forewoman, Working, Heavy, Water	Start	\$43.68	\$44.99	\$46.34		\$46.34	\$47.73	\$49.16
51000	Helper	Start	\$19.87	\$20.47	\$21.08		\$21.08	\$21.71	\$22.36
		6 Months	\$21.44	\$22.08	\$22.75		\$22.75	\$23.43	\$24.13
		1 Year	\$22.99	\$23.68	\$24.39		\$24.39	\$25.12	\$25.88
		18 Months	\$24.97	\$25.72	\$26.49		\$26.49	\$27.29	\$28.10
54070	Inspector	Start	\$40.07	\$41.27	\$42.51	5.00%	\$44.64	\$45.97	\$47.35
54075	Inspector, Construction	Start	\$38.33	\$39.48	\$40.66	5.00%	\$42.70	\$43.98	\$45.30
		1 Year	\$40.07	\$41.27	\$42.51	5.00%	\$44.64	\$45.97	\$47.35
53050	Mechanic, Hydro/Generation	Start	\$39.71	\$40.90	\$42.13		\$42.13	\$43.39	\$44.69
55020	Mechanic, Maintenance & Control, Certified, WP	Start	\$37.41	\$38.53	\$39.69		\$39.69	\$40.88	\$42.11
		6 Months	\$38.56	\$39.72	\$40.91		\$40.91	\$42.14	\$43.40
55030	Mechanic, Specialist, Maintenance/Control-WP	Start	\$39.71	\$40.90	\$42.13	4.00%	\$43.81	\$45.13	\$46.48
54020	Operator, Equipment I	Start	\$29.29	\$30.17	\$31.07		\$31.07	\$32.01	\$32.97
		6 Months	\$30.72	\$31.64	\$32.59		\$32.59	\$33.57	\$34.58
54025	Operator, Equipment II	Start	\$31.08	\$32.01	\$32.97		\$32.97	\$33.96	\$34.98
		1 Year	\$32.50	\$33.48	\$34.48		\$34.48	\$35.51	\$36.58
54030	Operator, Equipment III	Start	\$33.62	\$34.63	\$35.67		\$35.67	\$36.74	\$37.84

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ATTACHMENT 1
EXHIBIT "A" (1)

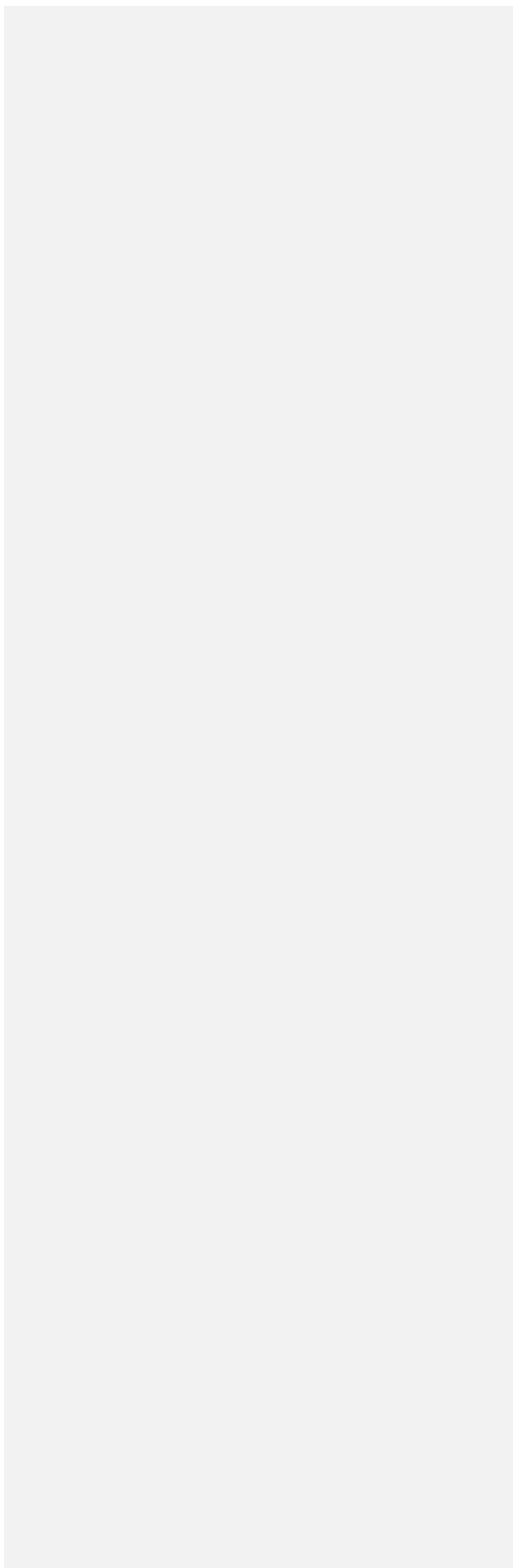
WAGE SCHEDULE									
Job Class No.	Job Title/Classification	Wage Step	Wages as of 6/25/17	Wages as of 2/19/18 Plus 3.00%	Wages as of 6/25/18 Plus 3.00%	6/25/18 Inequity Adj. % by Position	Wages as of 6/25/18	Wages as of 6/24/19* Plus 3.00%	Wages as of 6/22/20 Plus 3.00%
54035	Operator, Equipment, Heavy	Start	\$34.72	\$35.76	\$36.83		\$36.83	\$37.94	\$39.08
		1 Year	\$35.38	\$36.44	\$37.53		\$37.53	\$38.66	\$39.82
53010	Operator, Hydro/Generation	Start	\$37.41	\$38.53	\$39.69		\$39.69	\$40.88	\$42.11
8470	Operator, Water Plant, Grade II, Treatment Only	Start	\$36.22	\$37.31	\$38.43		\$38.43	\$39.58	\$40.77
55080	Operator, Water Plant, Grade II, Treatment & Distribution	Start	\$37.41	\$38.53	\$39.69	6.00%	\$42.07	\$43.33	\$44.63
55090	Operator, Water Plant, Grade III, Treatment & Distribution	Start	\$39.71	\$40.90	\$42.13	6.00%	\$44.66	\$46.00	\$47.38
52000	Representative, Accounts Payable	Start	\$16.63	\$17.13	\$17.64		\$17.64	\$18.17	\$18.72
		6 Months	\$17.81	\$18.34	\$18.89		\$18.89	\$19.46	\$20.05
		1 Year	\$18.95	\$19.52	\$20.10		\$20.10	\$20.71	\$21.33
		18 Months	\$20.08	\$20.68	\$21.30		\$21.30	\$21.94	\$22.60
		2 Years	\$22.23	\$22.90	\$23.58		\$23.58	\$24.29	\$25.02
		30 Months	\$24.38	\$25.11	\$25.86		\$25.86	\$26.64	\$27.44
		3 Years	\$26.52	\$27.32	\$28.14		\$28.14	\$28.98	\$29.85
52010	Representative, Customer Service	Start	\$16.63	\$17.13	\$17.64		\$17.64	\$18.17	\$18.72
		6 Months	\$17.81	\$18.34	\$18.89		\$18.89	\$19.46	\$20.05
		1 Year	\$18.95	\$19.52	\$20.10		\$20.10	\$20.71	\$21.33
		18 Months	\$20.08	\$20.68	\$21.30		\$21.30	\$21.94	\$22.60
		2 Years	\$22.23	\$22.90	\$23.58		\$23.58	\$24.29	\$25.02
		30 Months	\$24.38	\$25.11	\$25.86		\$25.86	\$26.64	\$27.44
		3 Years	\$26.52	\$27.32	\$28.14		\$28.14	\$28.98	\$29.85
52020	Representative, Customer Service, Senior	Start	\$29.39	\$30.27	\$31.18		\$31.18	\$32.12	\$33.08

*PERS rate increases shall be split between TMWA and the employee. The wage schedule will be automatically decreased by one-half of any PERS increase and automatically increased by one-half of any PERS rate decrease.

WAGE SCHEDULE									
Job Class No.	Job Title/Classification	Wage Step	Wages as of 6/25/17	Wages as of 2/19/18 Plus 3.00%	Wages as of 6/25/18 Plus 3.00%	6/25/18 Inequity Adj. % by Position	Wages as of 6/25/18	Wages as of 6/24/19* Plus 3.00%	Wages as of 6/22/20 Plus 3.00%
54000	Service Utility Worker	Start	\$27.48	\$28.30	\$29.15		\$29.15	\$30.03	\$30.93
		6 Months	\$28.27	\$29.12	\$29.99		\$29.99	\$30.89	\$31.82
		1 Year	\$29.95	\$30.85	\$31.77		\$31.77	\$32.73	\$33.71
54060	Technician, Water Service	Start	\$36.55	\$37.65	\$38.78		\$38.78	\$39.94	\$41.14
55040	Specialist, Equipment, Water Treatment	Start	\$39.71	\$40.90	\$42.13		\$42.13	\$43.39	\$44.69
55000	Specialist, Water Supply	Start	\$28.11	\$28.95	\$29.82		\$29.82	\$30.72	\$31.64
		6 Months	\$29.61	\$30.50	\$31.41		\$31.41	\$32.36	\$33.33
		1 Year	\$31.02	\$31.95	\$32.91		\$32.91	\$33.90	\$34.91
53020	Technician, Plant Electrical	Start	\$40.50	\$41.72	\$42.97	5.00%	\$45.11	\$46.47	\$47.86
53030	Technician, Power Generation	Start	\$40.50	\$41.72	\$42.97	5.00%	\$45.11	\$46.47	\$47.86
55130	Technician, SCADA	Start	\$40.50	\$41.72	\$42.97	5.00%	\$45.11	\$46.47	\$47.86
		6 Months	\$41.44	\$42.68	\$43.96	5.00%	\$46.16	\$47.55	\$48.97
		1 Year	\$42.33	\$43.60	\$44.91	5.00%	\$47.15	\$48.57	\$50.02

*PERS rate increases shall be split between TMWA and the employee. The wage schedule will be automatically decreased by one-half of any PERS increase and automatically increased by one-half of any PERS rate decrease.

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

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)

7691754040 APPRENTICE, FITTER

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, ~~he~~-they may be required to work alone or under direct supervision on jobs for which ~~he~~-has~~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 ~~he~~-they ~~are~~is considered capable of obtaining Journeyman status. Before obtaining Journeyman status, ~~he~~-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.

7652753045 APPRENTICE, MECHANIC, HYDRO/GENERATION

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

7683755000 APPRENTICE, MECHANIC, MAINTENANCE & CONTROL, WP

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 ~~he~~-they may be required to work alone or under direct supervision on jobs for which ~~he~~-has~~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 ~~he~~-is~~they~~ are considered capable of attaining Journeyman status. The employee will be automatically reclassified to Mechanic, Specialist, Maintenance and Control 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 Mechanic, Maintenance & Control, Certified, WP, until they are able to obtain a State of Nevada Grade III Water Distribution Certification.

7644753000 APPRENTICE, OPERATOR, HYDRO/GENERATION

An employee who is engaged in performing work as an assistant to or under the general direction of Foreman/woman, Hydro Generation or other experienced and qualified personnel while training for Journeyman classification. In order to gain experience for advancement ~~he~~-they may be required to work alone or under direct supervision on jobs for which ~~he~~-has~~they~~ have been trained and instructed. The employee's educational and general qualifications must be such that ~~he~~-is~~they~~ are considered capable of attaining Journeyman status.

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7643755070 APPRENTICE, OPERATOR, WATER PLANT

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 Operator, Water Plant classification. In order to gain experience for advancement, he-they may be required to work alone or under direct supervision on jobs for which he-has/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. His/Their education and general qualifications must be such that he-is/they are considered capable of attaining Journeyman status.

7645755120 APPRENTICE, SCADA TECHNICIAN

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, he-they may be required to work alone or under direct supervision on jobs for which he-has/they have been trained and instructed. His/Their education and general qualification must be such that he-is/they are considered capable of attaining Journeyman status.

7632753040 APPRENTICE, PLANT, ELECTRICAL, TECHNICIAN, ~~ELECTRICAL, PLANT, HYDRO/GENERATION~~

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

8710851015 FACILITIES AND GROUNDS MAINTENANCE ~~MAN-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 Man 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 Man 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 Man 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.

8744851020 FACILITIES AND GROUNDS MAINTENANCE ~~MAN-II~~

An employee who has at least 1 years' experience as a Facilities Grounds Maintenance Man 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 him/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.

8742851025 SENIOR FACILITIES AND GROUNDS MAINTENANCE MAN

An employee who has at least 3 years' experience as a Facilities Grounds Maintenance Man 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.

8620854010 FACILITIES LOCATOR

An employee who is a Journeyman Fitter who has successfully completed a Nevada State 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.

An employee who has had at least one (1) year experience as an Apprentice Fitter or equivalent experience. The employee's educational and general qualifications must be such that he is considered capable of attaining knowledge of water facilities and capable of learning the application of pipe and cable locator equipment to locate facilities. May be required to investigate and report on damage to company facilities. Must be able to write legibly and maintain a neat, clean appearance and must be qualified to work with the public.

7620754045 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. ~~He-They~~ locates and repairs leaks. Understands the use of tools in connection with pipe work and the installation of all types of pipe. May be required to prepare ground for installation of mains and services and restore ground to required condition. May be assigned to other work as the occasion arises, including the installation of meters and regulators. Must maintain State of Nevada Grade II Water Distribution certification or equivalent.

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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 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 1/4" wall thickness for testing.
- If the employee is not successful in completing any one 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.

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- Wages and Progression. The wages listed below are calculated using the Fitter wage that is in effect as of the 14th payroll period, year 2007 wage plus \$1 per step.

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1. Step I shall pay \$32.88 per hour. This is the entry level for the position.
2. Step II shall pay \$33.91 per hour upon successful completion of the Welding I and Welding I Practice courses.
3. Step III shall pay \$34.93 per hour upon successful completion of the Welding II and Welding II Practice courses.
4. Step IV shall pay \$35.96 which 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.

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- 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.

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6825652030 FOREMAN/WOMAN, CUSTOMER SERVICE REPRESENTATIVE, WORKING

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.

FOREMAN/WOMAN, GENERAL, WORKING (UPGRADE ONLY)

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

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

6396653070 FOREMAN/WOMAN, HYDRO/GENERATION, WORKING

An employee who, under general supervision, is in charge of and responsible for the operation of Hydro, Stand-by Diesel and Combustion Turbine Plants. The employee is directly responsible for the day to day Operation & Maintenance of all hydro and water production flumes, ditches, diversion dams, head gates and related facilities. Will be required to direct and inspect work being performed on all hydro plants and waterways. Will be required to measure and record water flows, operate ditch and dam head gates on all Company waterways from the upriver storage dams to all hydro plant intakes. Must have at least two years experience as a Hydro/Generation Operator and possess the knowledge and skills through experience and training to direct and train the Hydro/Generation Operator or Apprentice Operator. The employee will be responsible to determine the lumber and hardware needed for flume and penstock repairs and rebuilds and may be required to provide construction management and inspection. ~~He-They~~ shall be responsible for controlling the Verdi Lumberyard inventory and access. The employee shall be responsible for keeping proper records of plant operations, maintenance and outages. The employee shall be thoroughly familiar with Company dispatching and clearance rules electrical and mechanical tagging and safety rules. In the absence of management, the employee shall be the controlling party of all hydro and related facilities and is authorized to issue and grant all clearances. The employee must maintain a current driver's license and be qualified to render first aid.

6285655050 FOREMAN/WOMAN, MECHANIC, MAINTENANCE & CONTROL, WP, WORKING

An employee who has the knowledge and skill through experience and training to work with and direct the activities of a crew engaged in construction and maintenance of facilities connected with or related to the Water Production Department. Must be a Journeyman Mechanic, Maintenance & Control, WP, to be considered for promotion to this classification. Must be skilled in the crafts in which ~~he-they works~~ and have sufficient knowledge of all tools and equipment used under ~~his/their~~ direction and guidance. Must have sufficient knowledge of the function of water system equipment, how it operates mechanically, hydraulically and electronically. Must be able to interpret plans, sketches, specifications and written instructions. Will be required to interpret and work from various service and repair manuals. Must be thoroughly familiar with work procedures and methods for the assigned area of responsibility. Will be required to keep and maintain accurate and legible records of the operation and maintenance of water system related mechanical equipment. Shall be thoroughly familiar with Company's dispatching, clearance, rigging and hazardous materials handling regulations. Must maintain a State of Nevada Grade III Water Distribution Certification and a current driver's license.

6297655110 FOREMAN/WOMAN, SHIFT, WATER TREATMENT, WORKING

An employee who is in charge of and responsible for the operation and maintenance of all water treatment plants and related water system facilities. Is required to effectively contribute to positive working relationships and job performance of the employees under his/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. He-They shall be responsible for record keeping such as, but not limited to timesheets, plant operation, maintenance, tests and unusual incidents during his/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. He-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.

6280654080 FOREMAN/WOMAN, WORKING, HEAVY, WATER

An employee who possesses the necessary knowledge and skill through experience and training to work with and direct the activities of a crew engaged in heavy construction, maintenance or replacement of facilities. Must have successfully completed a Nevada State 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 he-they works and possess sufficient knowledge of all tools and equipment which he-they may have occasion to use or to be used under his/their direction and guidance. He-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 himself/themselves, as well as the crew under his/their supervision and prepare proper notes and records, as well as other clerical work associated with his/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.

6395654080 FOREMAN/WOMAN, WORKING, LIGHT, WATER

An employee who possesses the necessary knowledge and skill through experience and training to work with and direct the activities of semi-skilled personnel engaged in light construction, maintenance or replacement of facilities. Must have successfully completed a Nevada State Fitter apprenticeship. Must be skilled in the crafts in which he-they works and possess sufficient knowledge of all tools and equipment which he-they may have occasion to use or to be used under his/their direction and guidance. He-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/himself, as well as the crew under his/their supervision and prepare proper notes and records, as well as other clerical work associated with his/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.

9239951000 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.

7405754070 INSPECTOR

~~An employee who possesses knowledge and skill as obtained by experience and training to direct and inspect the efforts of work performed by contractors installing water facilities doing work for the Company in the installation of Water facilities. Must have successfully completed a Nevada State Fitter apprenticeship. Must possess in-depth knowledge of water distribution materials, and 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, and have the capability of interpreting plans and sketches depicting the required work associated with water installations. Will be Required to keep the records as necessary to complete as-built drawings, including type of materials installed, as well as the 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. Will be required to complete main and service cards in a neat and legible fashion as related to the facilities he inspects. Must be able to use 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 II Water Distribution Certification or equivalent.~~

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

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7410754075 INSPECTOR, CONSTRUCTION

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

7350 753050 MECHANIC, HYDRO/GENERATION

An employee who is qualified and regularly engaged in performing all types of hydro, diesel, and turbine generation maintenance, including maintenance of engine turbo chargers, oil systems, cooling systems and all related plant facilities. Employee shall also perform all types of mechanical and electrical maintenance to water production and distribution facilities for which ~~he is~~ they are qualified. Employee shall maintain a current driver's license and be qualified to render first aid. Upon successful completion of the minimum qualifications of Power Generator Tech/Hydro Certified Tech, the Mechanic, Hydro/Generation will be reclassified to Power Generator Tech/Hydro Certified Tech.

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7585755080 MECHANIC, MAINTENANCE & CONTROL, CERTIFIED, WP

An employee who has completed a Maintenance and Control Mechanic apprenticeship or equivalent and is qualified to install, maintain, test and repair various types of mechanical equipment within the Water Production Department, including, but not limited to, production wells, booster pump stations, pressure regulator stations as well as the water treatment facilities. Must have an understanding of the electrical systems related to the mechanical equipment. Must have a thorough understanding of hydraulic controls, and their principles, and will be required to install, test, and service these controls in order to obtain an efficient operation. Must have a working knowledge of the SCADA system and will be required to access data relative to the operation of the various pumping systems and pressure zones. Will also input 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 Mechanic, Specialist, Maintenance and Control, WP, upon completion of two years in this classification, and attaining chemical handling system training and Nevada Grade III Water Distribution Certification.

7386755030 MECHANIC, SPECIALIST, MAINTENANCE & CONTROL, WP

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

8776854020 OPERATOR, EQUIPMENT I

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

8774854025 OPERATOR, EQUIPMENT II

An employee who has progressed through the Equipment Operator I classification, or has equivalent experience and is qualified by training and experience to perform special construction work using rubber-tired excavation equipment such as loaders, and combination back-hoe/loaders with rated capacities exceeding one and one-half (1 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.

8773854030 OPERATOR, EQUIPMENT III

An employee who has progressed through the Equipment Operator II classification, or has equivalent experience and is qualified by training and operating experience to perform special construction work using rubber tired equipment such as loaders, and combination backhoe-loaders with rated capacities exceeding 1 _ cubic year 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.

872854035 OPERATOR, EQUIPMENT, HEAVY

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

8325853010 OPERATOR, HYDRO/GENERATION

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

8470 OPERATOR, WATER PLANT, GRADE II, TREATMENT ONLY

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

~~8475~~ ~~55080~~ OPERATOR, WATER PLANT, GRADE II, TREATMENT & DISTRIBUTION

An employee who has completed an apprenticeship and/or equivalent level of training or appropriate certification and is responsible for the production of safe and clean drinking water in compliance with all Federal, State, and Local regulations and restrictions, under general supervision of the Working Foreman/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~~Regular intervals and makes such control tests required to ensure the efficient production of a safe product for public consumption; performs tests and adjusts chemical feed equipment to ensure optimal performance of treatment plant process; will make limited repairs and adjustments, for which training has been provided; receives supplies delivered during ~~his~~their/her 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.

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~~8480~~ ~~855090~~ OPERATOR, WATER PLANT, GRADE III, TREATMENT & DISTRIBUTION

An employee who has completed an apprenticeship and/or equivalent level of training or appropriate certification and is responsible for the production of safe and clean drinking water in Compliance with all Federal, State, and Local regulations and restrictions, under general supervision of the Working Foreman/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~~Regular intervals and makes such control tests required to ensure the efficient production of a safe product for public consumption; performs tests and adjusts chemical feed equipment to ensure optimal performance of treatment plant process; will make limited repairs and adjustments, for which training has been provided; receives supplies delivered during ~~his~~their/her 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.

~~8300~~853030 POWER GENERATOR TECH/HYDRO CERTIFIED TECH

An employee who has graduated and is certified by a diesel technical college or has certifications for diesel controls and diesel power train engine training. Additionally, two years' experience with maintenance, troubleshooting and repair of diesel generators required.

Must have a thorough understanding and be qualified to perform generator mechanical and electrical repair and diagnose both engine and electrical component/attachment problems as well as troubleshoot, diagnose and repair various diesel engines, governor controls, electronic control functions and knowledge of their standard operation and maintenance. Ability to troubleshoot, diagnose as well as perform emergency repair of analog and digital controls. Must have the ability to read and understand wiring diagrams and schematics. Must be able to perform planned and corrective maintenance of diesel fueled generator sites. Ability to follow proper procedures for performing load bank testing on 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 all leads or wires leaving the unit. Required to learn hydro mechanical and emergency operation procedures. Must be thoroughly familiar with Company's electrical and mechanical tagging and safety rules. The ability to work independently with minimum daily supervision and must be able to work overtime as needed. Must maintain a current valid driver's license.

9775-952000 REPRESENTATIVE, ACCOUNTS PAYABLE (AP)

~~This~~~~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 and credit card transactions for payment in the applicable accounts payable computer system, d) maintaining subsidiary ledgers, e) processing weekly accounts payable check runs, preparing check register reports and issuing checks with the applicable bank, and f) 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.

~~This~~~~their~~ position requires incumbents to have five (5) years' experience handling accounts payable transactions, accounts receivable transactions, cash transactions, or general bookkeeping entries in a financial software program. Experience in the Customer Service Representative (9776) and Senior Customer Service Representative (9735) job classifications will count towards the five years' experience required for ~~this~~~~their~~ position.

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

9776952010 REPRESENTATIVE, CUSTOMER SERVICES

An employee not required to have prior customer services experience, but able to receive training in order to perform the duties of Customer Services Representative (CSR). 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. Works alone on duties for which employee has been trained and instructed and makes independent decisions as necessary to satisfy customer needs and provide quality customer service. Will automatically progress through the wage rate scale provided the employee's performance is satisfactory to qualify for advancement. 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.

9735952020 REPRESENTATIVE, CUSTOMER SERVICES, SENIOR

An employee who has demonstrated to the satisfaction of the Company, through a minimum of three (3) years' experience as a Customer Services Representative (CSR), that he/she is qualified to perform, with a minimal amount of supervision, all functions relating to CSR's. 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.

888854000 SERVICE UTILITY WORKERMAN

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 man-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

7625754060 SERVICEMAN, WATERWATER SERVICE TECHNICIAN

An employee who is a Fitter or equivalent. HisTheir background of apprentice training and experience must be such as to qualify himthem 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.

8450854040 SPECIALIST, EQUIPMENT, WATER TREATMENT

An employee who is responsible for the operation and routine maintenance of water treatment equipment, machinery and instrumentation including flow meters. Will be required to conduct water treatment tests including determination of coagulant and purification dosage. Must be able to modify existing water treatment systems when needed and be capable of recognizing the need for making these changes and make recommendations. Will be required to make preliminary analysis of usage and costs of chemical and chemical equipment. Must be able to make estimates for plant operations improvements and changes. Will be required to keep accurate records of plant operations and maintenance, chemical usage, purchases and other special reports as required. Will be responsible for maintaining proper stock of water treatment chemicals for all plants. 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 OSHA 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).

8958855000 SPECIALIST, WATER SUPPLY

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 ~~irregular~~Regularities 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.

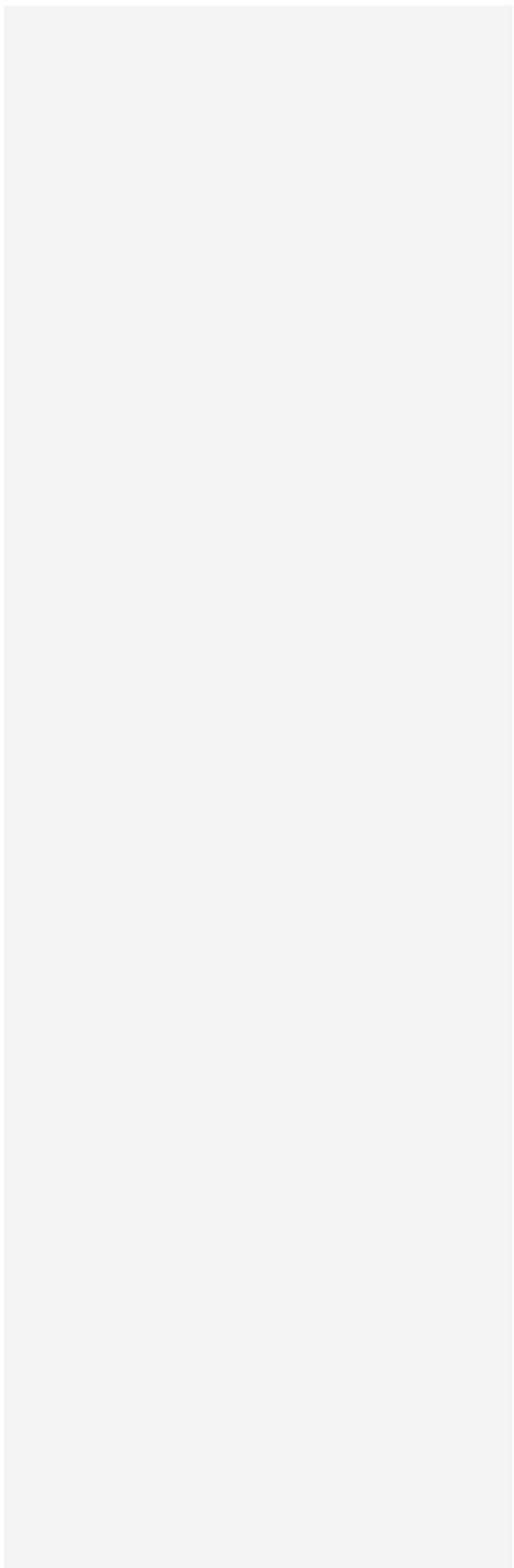
7140753020 TECHNICIAN, PLANT, ELECTRICAL, PLANT, HYDRO/GENERATION

An employee who is a Journeyman and is engaged in testing, repairing, maintaining and installing all types of electric and electronic equipment and related components in generating stations, water production and related facilities. May be required to do plant and plant substation switching. May be required to do incidental welding, such as tack hangers and test welding machines after repair, etc. ~~His/Their~~ background of apprenticeship and experience must be such as to qualify ~~him/them~~ to perform these duties with skill and efficiency. ~~He/They~~ may also be required to instruct or advise operating personnel on problems pertaining to electrical equipment. ~~He/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.

7464755130 TECHNICIAN, SCADA

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

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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 (Effective 1/1/95)
7. 7626 ~~_____~~ Serviceman II, Water and Serviceman III, Water becomes Water
~~Service man Technician~~
~~Water (Effective 7/01/09)~~
8. 6280 Foreman/woman, Working, Heavy Water II and Foreman/woman, Working,
Heavy Water
~~_____~~ III becomes Foreman/woman, Working, Heavy Water
9. 6395 Foreman/womn, 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 ~~Man~~-I & II (per LOA)(7/1/12)

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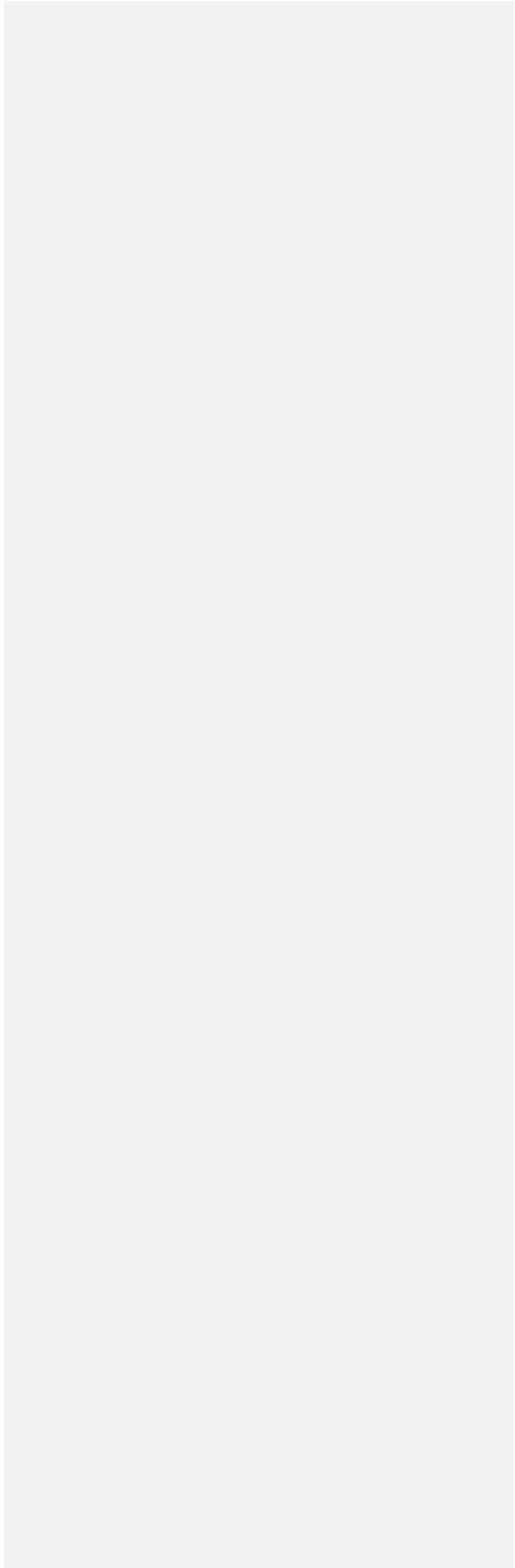
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The following classifications shall be deleted:

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)

10. 6071 Foreman/woman, Maintenance, Hydro/Generation, Working

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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 ~~he~~-they operates within the Equipment Operator I classification. This information is typically found in the equipment operator's manual and/or in other publications, which deal specifically with operating equipment.

Demonstration of Equipment Operator II skills and Journeyman skills, if applicable, will generally be determined through demonstrated proficiency, which will be evaluated and documented on the form entitled "Equipment Operator Evaluation". These evaluation forms are to be completed at least quarterly by the Working Foreman/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.

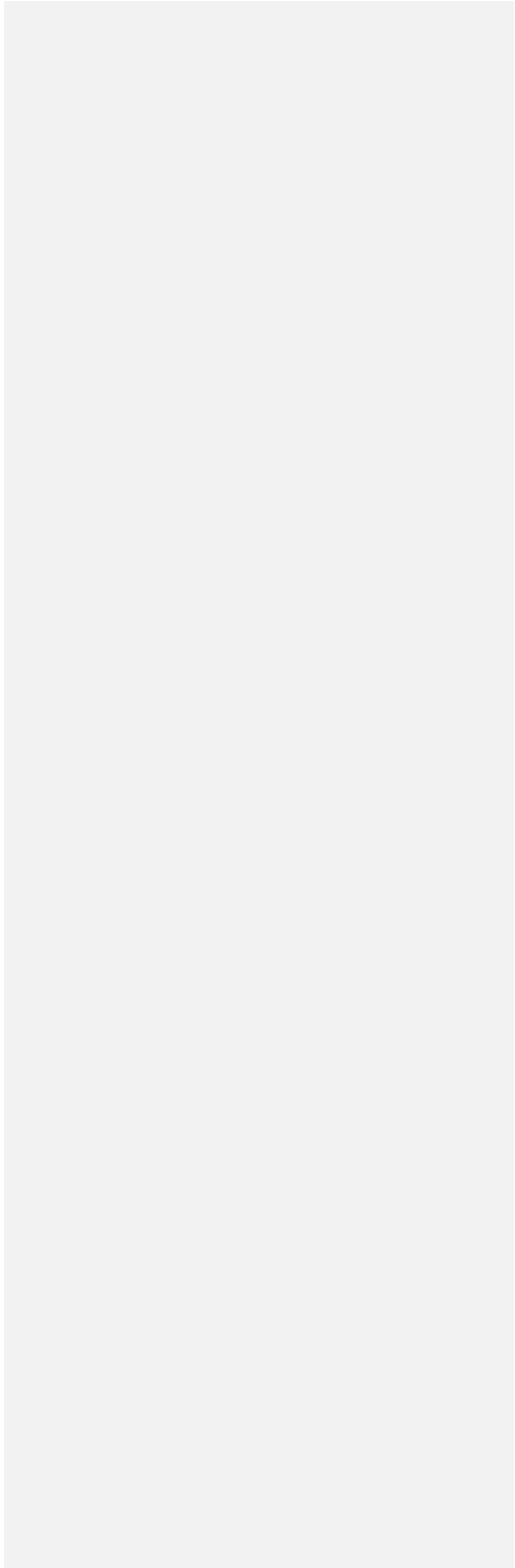
Demonstration of understanding and basic proficiency in the following Journeyman level skills will be required in order to progress to Equipment Operator III:
Water Department—Water facility installation techniques, facility locating, map and print reading, use of water tapping equipment, leak repair 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.

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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 group-occupational seniority. (Amended 1/1/95)

"B" Bid - Next lower classifications in group-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 group-occupational group using Company seniority.

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

"E" - Any classification in any group-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. Classifications labeled (9) shall be considered as "B" bids to Light and Heavy Working Foreman/woman. Fitters and Fitter-Welders will be considered "A" bids to Inspector. A Journeyman Fitter may carry this note to any position within the Maintenance Occupational Group. If employee bids to another Occupational Group the Bid Note #9 shall no longer be utilized. (Amended 2/2/04) (Amended 7/1/09)
10. (Deleted 6/11/01)
11. (Deleted 6/11/01)
12. (Deleted 6/11/01)
13. (Deleted 5/1/81)

14. (Deleted 5/1/68)
 15. (Deleted 5/1/68)
 16. ~~Awards to these jobs shall require successful completion of screening examination. (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, ~~his~~their rate of pay shall be the starting rate for new classification or ~~his~~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, ~~his~~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, ~~his~~their rate of pay shall remain the same.
 - C. (Deleted 5/1/91)
 - D. ~~Employees in the Clerical Occupational Group job classifications listed below, who were hired prior to the 1986 contract ratification date, will be red-circled in their current wage progression (at the wage rate in effect May 1, 1986) and will continue to receive general wage increases based on that wage progression.~~
- ~~Customer Services Representative~~

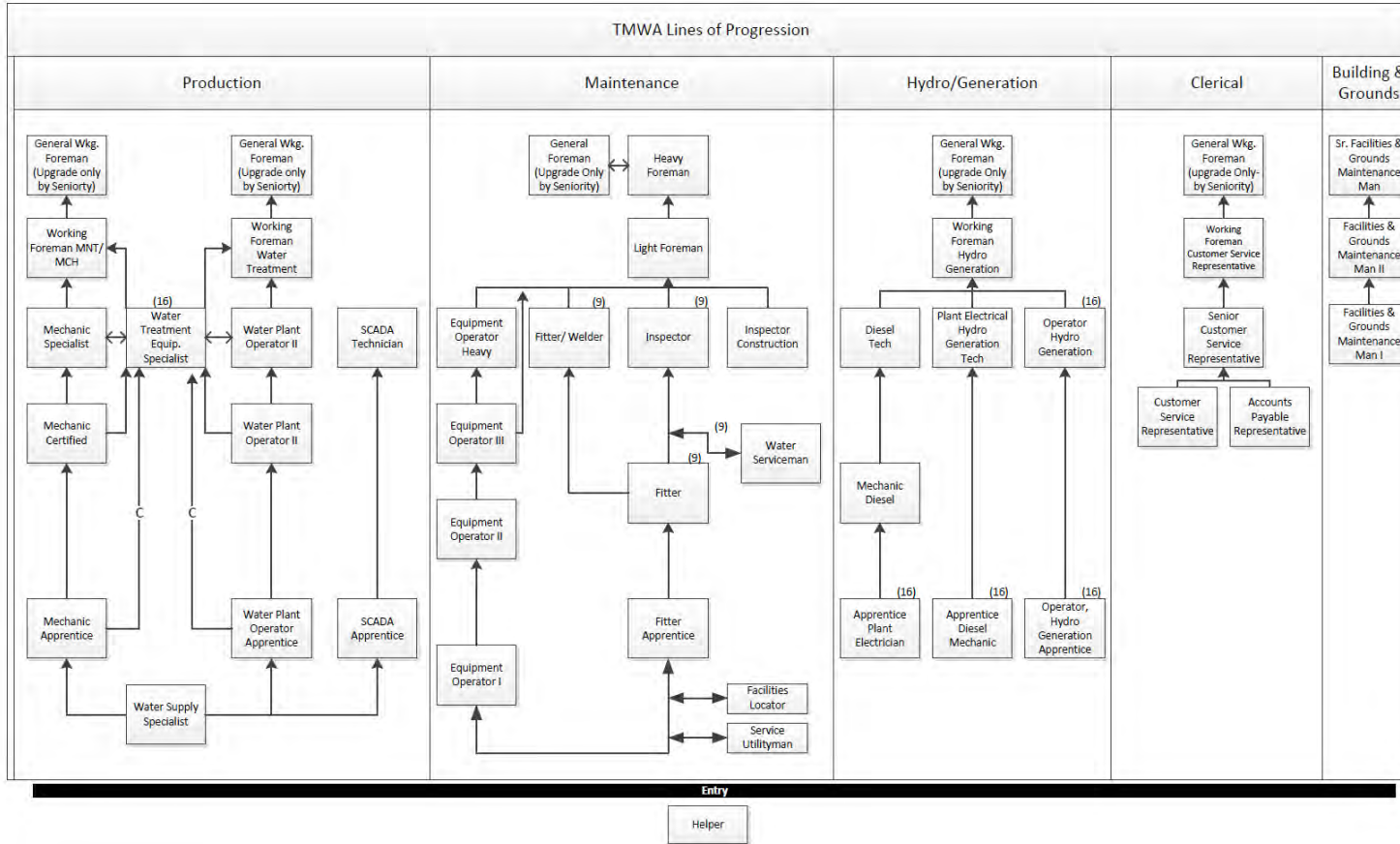
~~When an employee whose wage progression is red-circled becomes eligible to receive their final step increase under the red-circled wage progression, they will receive the top wage step of the red-circled wage progression or top wage step of the current book rate, whichever is higher. (Added 5/1/86)~~

E. (Deleted 1/1/95)

- 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
~~9239-51000~~ - Helper

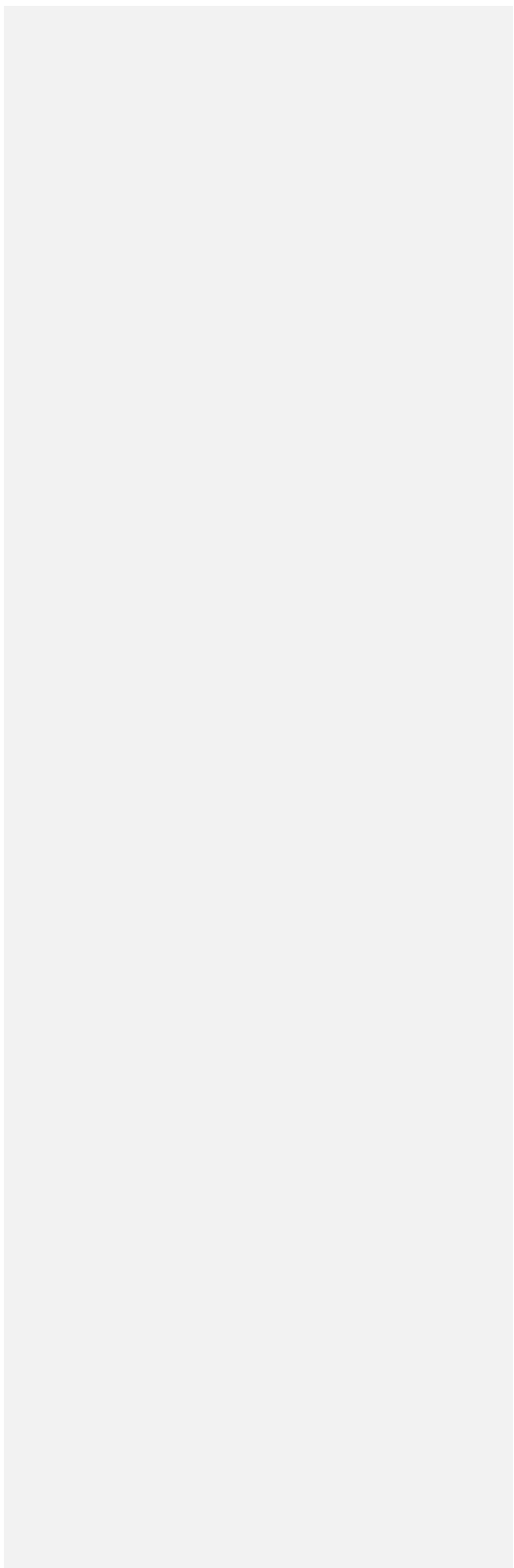
ATTACHMENT IV
EXHIBIT "C" (1) – Lines of Progression Diagram
(Amended 7/1/2012)



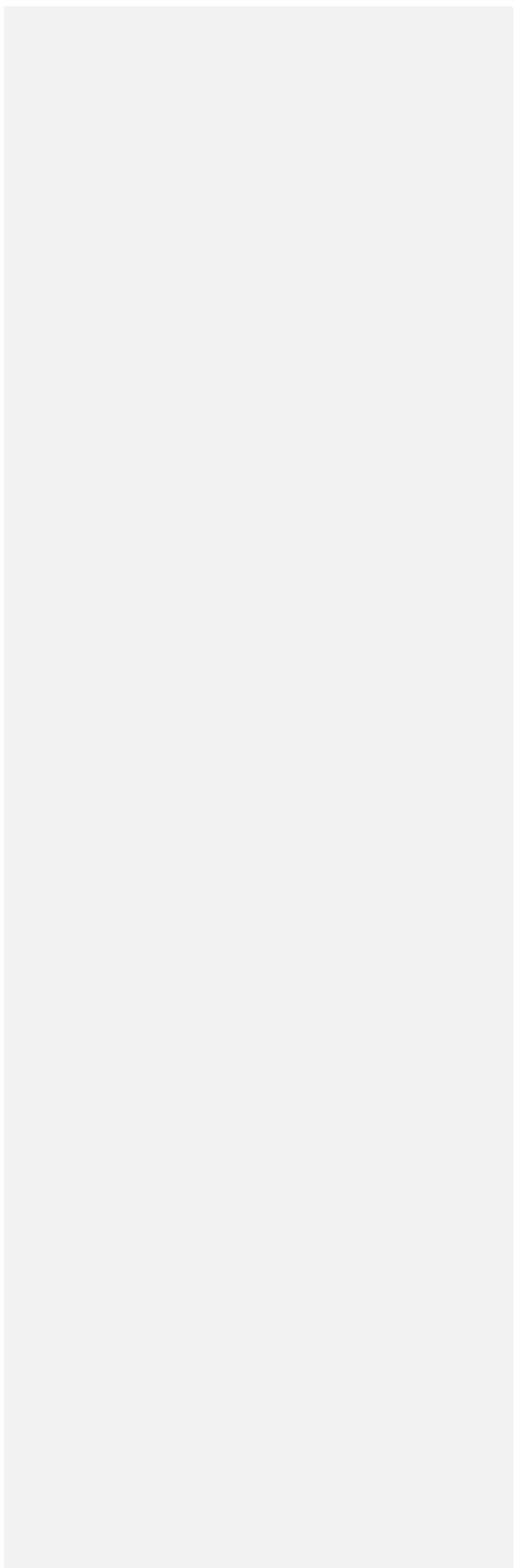
ATTACHMENT V
"EXHIBIT D"

BARGAINING UNIT
MEDICAL/DENTAL/VISION OPTIONS COMPARISON

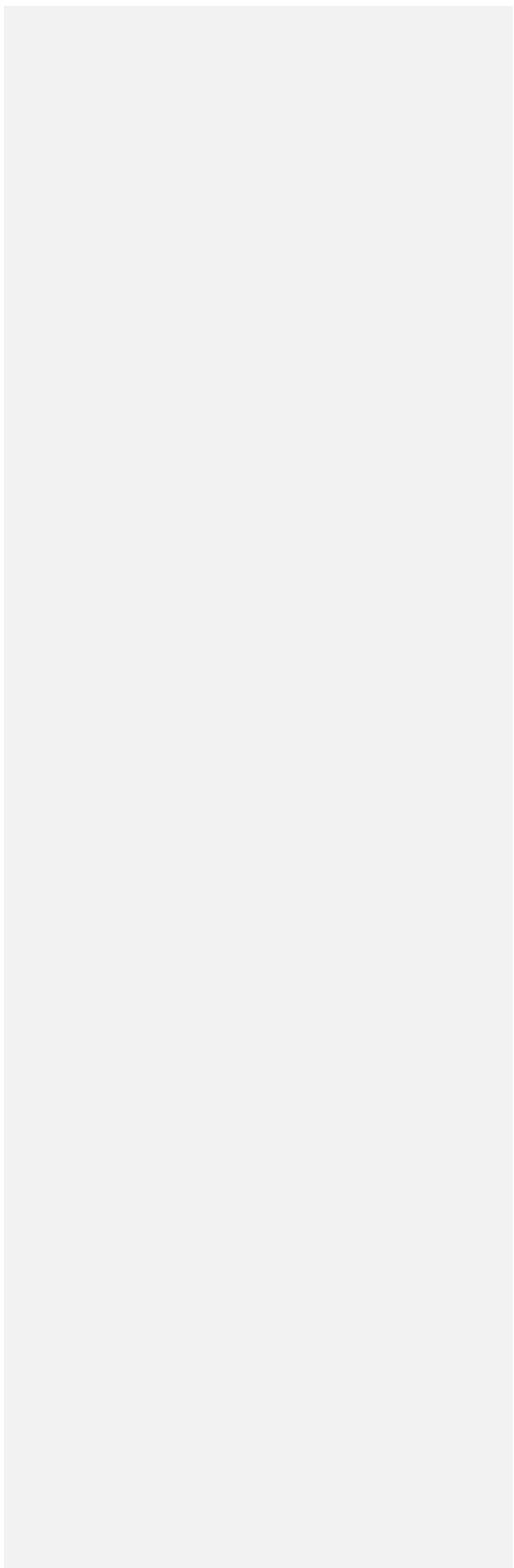
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ATTACHMENT VI
OUT-OF-TOWN WORK ASSIGNMENT GUIDELINES
(Added January 1, 1995)

- A. **PURPOSE**
Due to growth and operational changes, which have occurred in our service area over the last few years, it has become more common to send employees away from their permanent work location to work in other areas. In most cases these temporary assignments are beneficial to both the Company and its employees. As the number of out-of-town assignments increases, however, so does the potential for disruption of family life and personal inconvenience of our employees.
- B. **NOTIFICATION OF WORK ASSIGNMENT**
As soon as a Supervisor learns that some of ~~his~~~~their~~ employees will be needed on an out-of-town project or job ~~he~~~~they~~ should make ~~his~~~~their~~ employees aware of the following factors:
1. Number of employees required in each classification from ~~his~~~~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:**
 - a. If possible, the Supervisor should attempt to use volunteers in each job classification, with the skill level required.
 - b. If there are more volunteers than are required for the job assignment then employees should be selected on the basis of 1) qualifications, 2) accumulated overtime, 3) accumulated number of nights out-of-town, 4) Occupational Group Seniority from top to bottom, 5) operational needs.
 - c. Unless otherwise agreed to, volunteers will be expected to work through the entire project from start to finish. Supervisors should discuss this issue with employees at the earliest possible date.
 2. **NON-VOLUNTARY:**
 - a. If volunteers are not available to fill the manpower requirements of a project, assignments will be made on a non-voluntary basis. Employees will be selected on the basis of 1) qualifications, 2) accumulated overtime, 3) accumulated number of nights out-of-town, 4) Occupational Group Seniority from bottom to top, 5) operational needs.
 - b. On the next mandatory job assignment, the next employees on the Out-Of-Town Assignment List should be selected. By assigning employees in this order, all employees will share equally in performance of out-of-town assignments.
 - c. If an employee volunteers for an out-of-town assignment, ~~he~~~~they~~ should be considered as doing so on ~~his~~~~their~~ own accord, and will still be required to take ~~his~~~~their~~ turn at non-voluntary assignments based on Section C (2)(a).
 - d. If an employee is unable to work ~~his~~~~their~~ out-of-town assignment when selected due to illness, personal hardship, or any other reason of a temporary nature, ~~he~~

they shall be replaced on the list as the first to go when his/their problems are resolved.

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

D. PERSONAL HARDSHIP

1. When an employee feels that an out-of-town assignment will create a personal hardship he-they should explain all the facts to his/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, he-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.

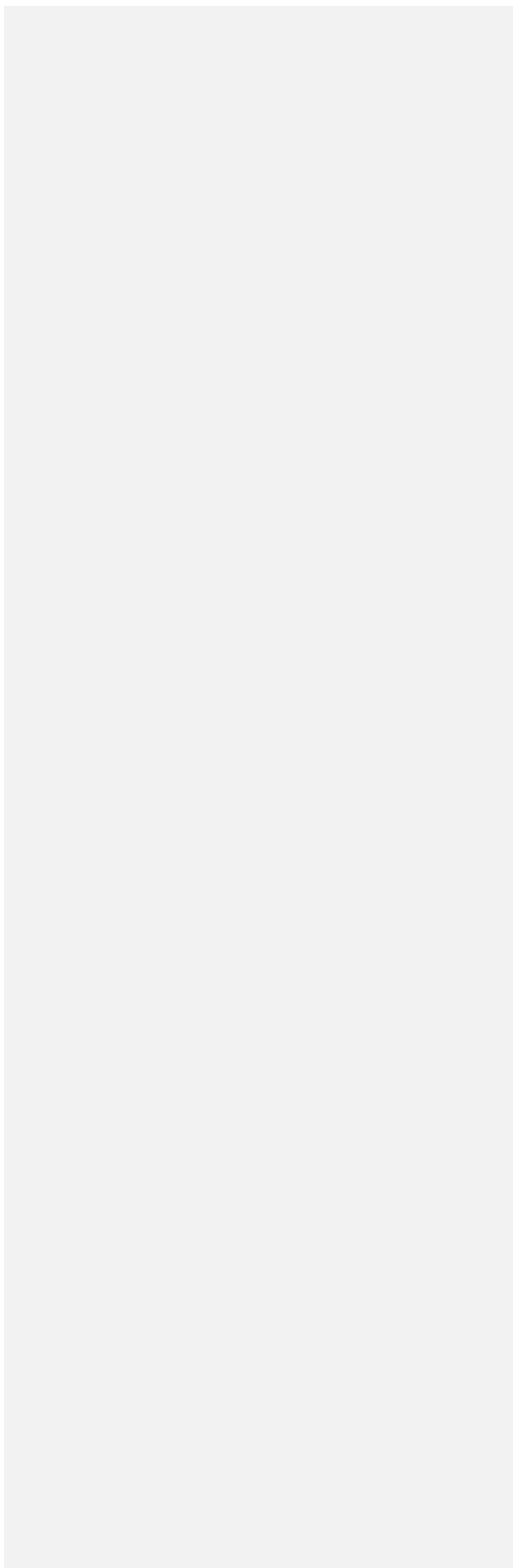
B. CONDITIONS FOR IMPLEMENTING

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.

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ATTACHMENT VIII
EMERGENCY RESPONSE PROGRAM
(Amended 4/5/05) (Amended 7/1/09)

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 will apply from the end of employee's shift on Friday until the beginning of employee's shift on Monday, during holidays and such other times when adequate emergency coverage is not available (Amended 1/1/98)
5. The Company shall provide an option for either (1) availability premium to employee of:
\$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 160 hours, after which, only premium pay will be available. (Added 1/1/98)

B. Conditions Applicable to Employee

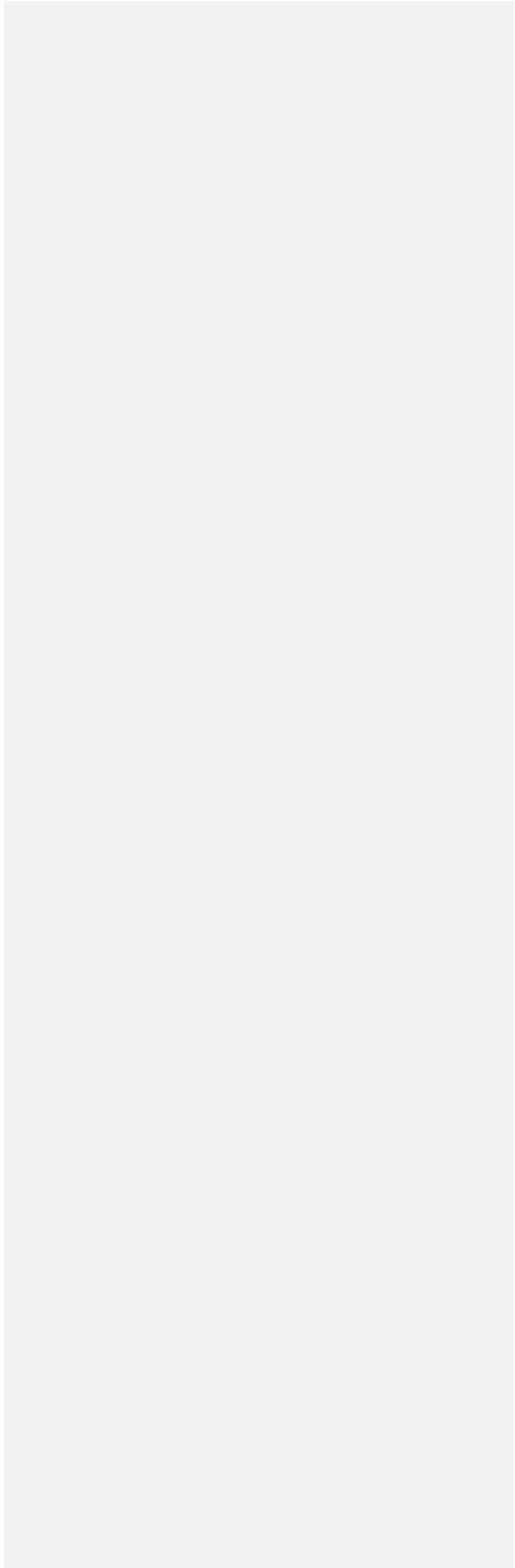
1. Employee must be available to receive communication to qualify for emergency availability scheduled.
2. Employee must be in physical condition to perform assigned duties when emergency situations arise.
3. The employee must respond to a page within ten (10) minutes of the notification and report within 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)

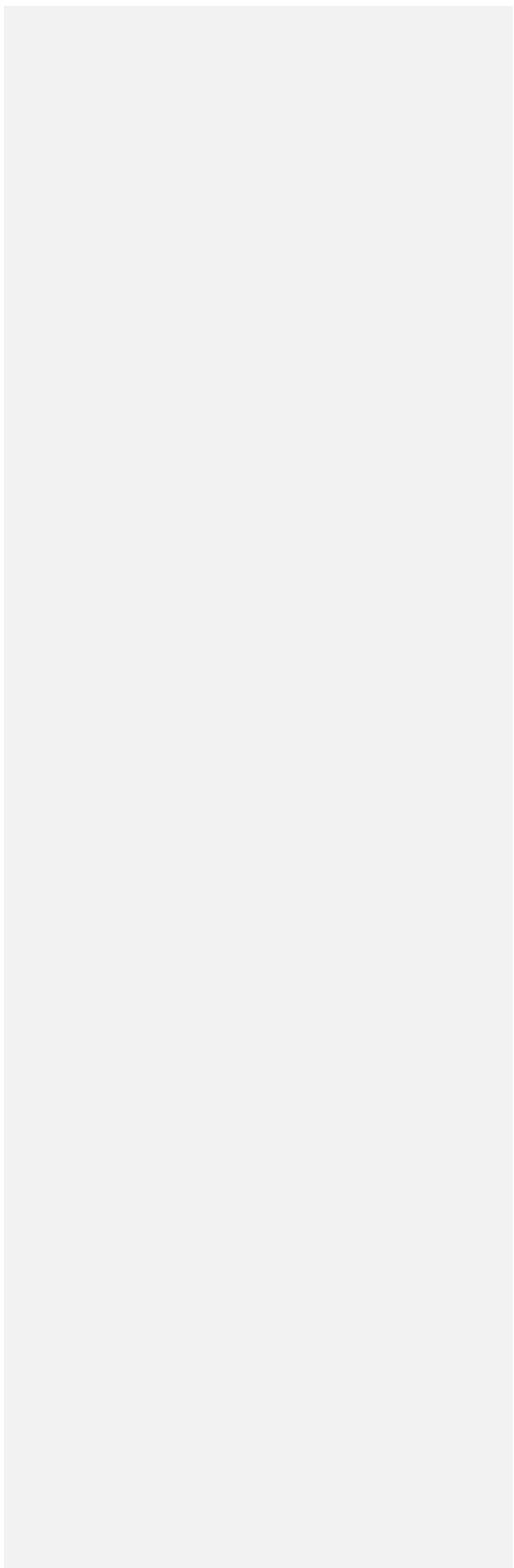
- D. If, in the event there is no duty employee, a departmental procedure to administer the Emergency Response Program must be established in writing and agreed to by the Company and Union. (Added 1/1/98)

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

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



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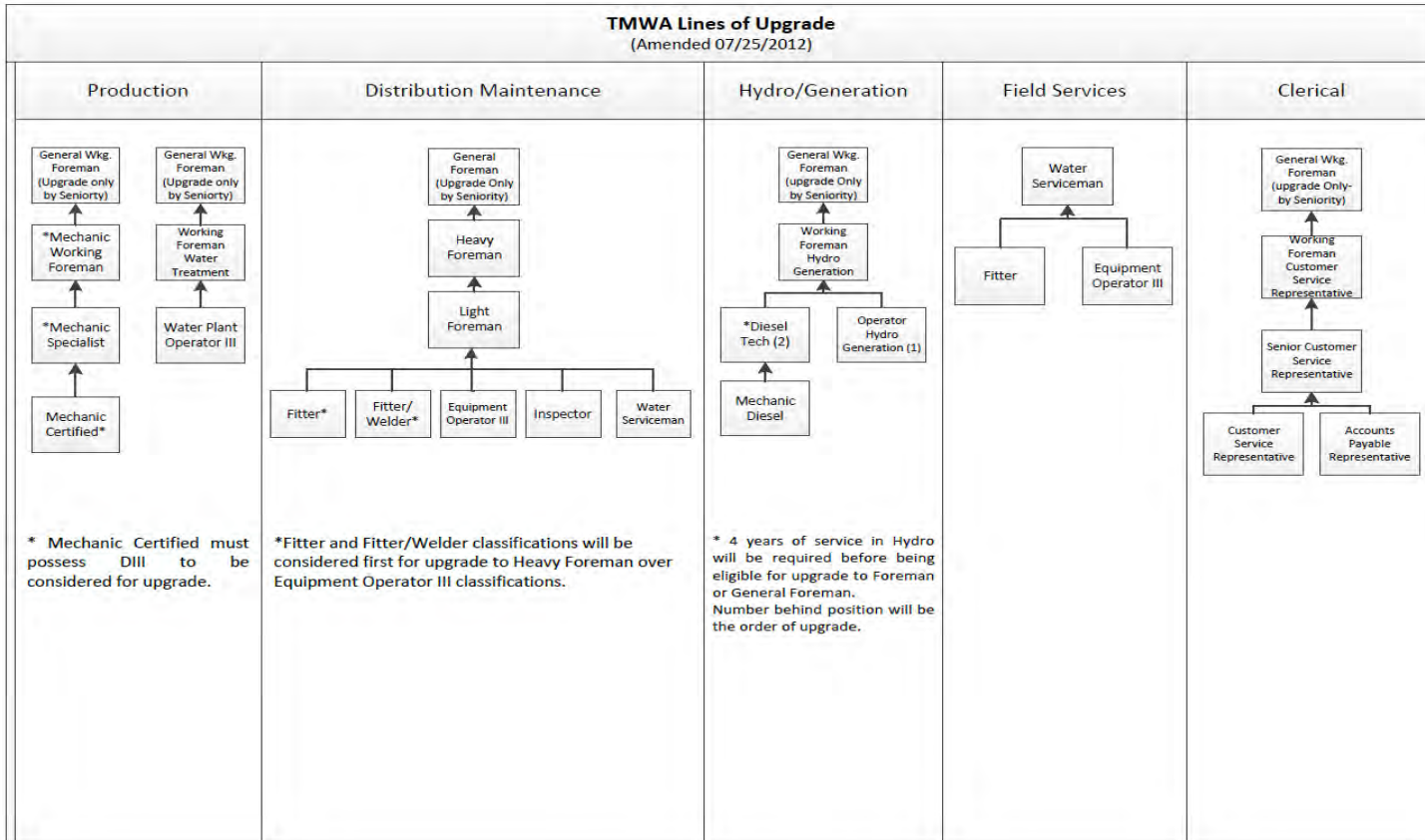


~~ATTACHMENT X
WATER TREATMENT PLANT OPERATORS
CHANGES TO CUSTOMER CALLS & DISPATCH DUTIES~~

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

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

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



Collective Bargaining Agreement

Truckee Meadows Water Authority (TMWA)
Reno, Nevada



and

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



Term of Agreement:
July 1, 2017 – June 30, 2021

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TMWA & IBEW LOCAL UNION 1245

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AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 2018, 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, religion, sex, age, color, nationality or ethnicity, marital status, citizenship, gender identity or expression, sexual orientation, pregnancy, genetic information, medical condition, veteran status, or mental or physical disability, or any other basis made unlawful by applicable Federal, State, or local 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:

- (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 Correction 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 return to their normal duties. (Amended 6/11/01)
- 2.3 Any employee in a Bargaining Unit classification shall perform loyal and efficient work and service, and shall use their influence and best efforts to protect the properties of Company and its service to the public, and shall cooperate in promoting and advancing the welfare of Company and in preserving the continuity of its service to the public at all times.
- 2.4 Consistent with the Provisions of this Title, the parties recognize that Union, Company, and all employees are mutually obligated to promote efficiency in Company's operations and harmony among Company's employees.
- 2.5 Consistent with the provisions of this Title which pertain to continuity of service to the public and duties essential to the operation of the utility, after May 1, 1979 all employees shall be required by Company to either report to work on a call out basis within 45 minutes or reside within a thirty-five (35) mile radius of the Company headquarters to which they regularly report. An employee, who is unable to report for work on a call-out basis within forty-five (45) minutes, will be exempt from the provisions of Section 10.3 of the Agreement. (Amended 1/1/98)

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 six (6) 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 RRegular, 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 for the 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 ($\frac{1}{4}$) hour. (Amended 5/1/83)
1. Any upgrade position lacking an incumbent employee and continuing for a cumulative period of 1500 straight-time hours in a 12-month period shall require posting of the position. This provision does not apply to those classifications designated as "upgrade only". Exceptions to this provision can be made by mutual agreement between the Company and Union, i.e., training positions and special projects. (Added 1/1/98)
- (b) When an employee is temporarily reassigned to work in a classification higher than 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 employee fails to re-obtain the necessary certification, license, or other qualification at the earliest possible date or 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 Investigating Committee, provided for in Section 21.2 of the Agreement, may review the employee's performance.
- (e) Where automatic progression in any classification is provided by the Agreement, an automatic progression wage step will be withheld after an employee is off work for sixty (60) calendar days or more. (Amended 5/1/83)

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

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

TITLE 5 TRANSPORTATION

- 5.1 Company or public transportation shall be furnished all employees requiring, at the discretion of the Company, transportation in the performance of their duties. In the event an employee is asked to use 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 Operator, Hydro/Generation.

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

- schedule beginning with the first day of the assignment, but the work days and non-work days remain the same as their normal work week.
5. The shift premium is applicable to the hours in these schedules as provided for in Title 7, beginning with the first day of the assignment.
 6. No notice is necessary to start a shift schedule to fight ice. However, as much notice as possible should be given both going on and coming off the shift schedule to allow the employees sufficient time to readjust their sleep and rest routine.
 7. Meals at Company expense are limited to those where the Supervisor has not allowed sufficient time for the employees to eat breakfast and prepare lunch before reporting to work.
 8. On days the provisions of Section 10.1(a)(1), (2), (3), and (4) are applicable, such day or days shall not be counted as one (1) of the days where penalty is paid under Section 6.8(b).
 9. The two (2) day penalty provided in Section 6.8(b) is not considered overtime in applying the rest period provisions.
- (c) The regular hours of work established herein may be changed by Company at the request or direction of public authorities, provided, however, that before any such change is made Company shall discuss it with Union. Company shall not be required to pay overtime compensation by reason of any change made as provided in this Section.
- 6.9 (a) Company may schedule employees to work for periods of eight (8) hours at other than their regular hours in any of the following situations:
1. The maintenance or repair of any generating plant or substations, and emergency repairs to hydro plant canal systems. A generating plant or substation shall be defined as any facility that has high voltage apparatus, including OCBs and disconnects. (Amended 5/1/87)
 2. Work involving cleaning debris from the water intake of a hydro or power plant.
 3. (Deleted 6/11/01)
 4. To provide relief in a regularly scheduled job which has been temporarily vacated by absence of an incumbent.
 5. To provide public safety and the protection of Company facilities underground which may be exposed to possible damage by excavating operations performed by other than Company employees.
 6. Work involving emergency repairs to or the cleaning of sand and debris from all raw water delivery systems. (Amended 1/1/98)
 7. (Deleted 6/11/01)
 8. At the request of the customer, special project construction or unique maintenance requirements of facilities where customer impacts must be minimized. (Added 1/1/98)
- (b) In the event such assignment is for four (4) regular work days or less, the employees shall be paid at the rate of one and one-half (1 1/2) times the applicable straight-time rate for all such work except that if the schedule continues beyond four (4) regular work days, the employee shall be paid one and one-half (1 1/2) times the applicable straight-time rate only for the first two (2) days of any such situation, and shall upon the third day, be paid at the straight-time rate for the duration of the assignment. Where the provisions of Title 10.1(a),

(1), (2), (3), and (4) or the paragraph (c) next following are applicable, such day shall not be counted as one (1) of the premium days under this Section 6.9.

- (c) In the event the employee is required to begin work in a temporary "off schedule" assignment with less than forty-eight (48) hours notice 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: Specialist, Equipment, Water Treatment; Mechanic, Maintenance & Control, Certified WP; Specialist, Water Supply; Technician, SCADA; and Mechanic, Specialist, Maintenance & Control, WP.

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. Scheduled holiday hours (88/year) and floating 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) Holiday hours may be exchanged for regular pay at any time during the course of the payroll calendar year. Employees will receive payment at straight time rates for holiday hours that remain unused at the end of the payroll 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, or taken off on their own time without compensation.
- (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 eight (8) hours with six (6) hours and Section 10.6(a)(2) shall be modified to replace nine and one-half (9 ½) hours with eight (8) hours.

8. Overtime. For the purpose of the ten (10) hour work schedule, overtime will be paid for all time worked in excess of ten (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:
Foreman/woman, Hydro/Generation, Working
Foreman/woman, Shift, Working, Water Treatment
Operator, Hydro/Generation
Operator, Hydro/Generation, Apprentice
Operator, Apprentice, Water Plant
Operator, Water Plant
Specialist, Equipment, Water Treatment
(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 96 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 will be entitled to holiday hours in accordance with the following conditions.
 - 1. If an employee is hired between the first day of the first pay period of the year and July 1st of the same year, then that employee shall receive 8 Floating Holiday hours and 8 hours of each recognized holiday remaining for the payroll calendar year.
 - 2. If an employee is hired after June 30th and before the end of the payroll calendar year then that employee shall receive 8 Floating Holiday hours and 8 hours for each recognized holiday remaining for the payroll calendar year.
 - 3. Holiday hours may be used to take time off from work in conjunction with vacation or as independent days off.
 - 4. Holiday hours may be exchanged for regular pay at any time

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

5. Scheduled holiday hours may not be taken in increments of less than 1 hour.
6. 8 of the 96 scheduled holiday hours will be considered Floating Holiday hours. These hours may be taken at any time shift coverage is available.
7. When overtime relief is required, Floating Holiday hours must be taken in increments of four (4) hours or more.
8. 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 (10).
9. 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.
10. Observed Holidays will include:

<i>Holiday</i>	<i>Date Observed</i>
New Years Day	January 1
Martin Luther King Day	
President's Day	Third Monday of February
Memorial Day	Last Monday of May
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 of 16 hours, the employee is entitled to a rest period of 9 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:
Apprentice, Technician, Electrical, Plant
Helper
Water Service Technician
Specialist, Water Supply
Technician, Electrical, Plant
(Amended 6/11/01)

- (a) The normal workweek for each Service Employee shall be regularly scheduled and may be any five (5) consecutive days, starting on any day of the week. The arrangement of work hours, work days, non-work days and work week cycles, where applicable, shall be considered as the employee's work schedule and shall be developed to provide rotation of assignments and equalization of conditions.
- (b) Working hours for Service Employees assigned to work schedules providing for one-shift operations shall be either 7:00 a.m. to 11:00 a.m. and 11:30 a.m. to 3:30 p.m., or 7:30 a.m. to 11:30 a.m. and 12:00 noon to 4:00 p.m. or 8:00 a.m. to 12:00 noon and 12:30 p.m. to 4:30 p.m. or 8:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m.
- (c) Schedules for two-shift operations shall be as follows: First shift shall consist of any eight (8) consecutive hours between 7:00 a.m. and 5:00 p.m., exclusive of a thirty (30) minute meal period. Second shift shall consist of any eight (8) consecutive hours between 1:00 p.m. and 12 midnight. Employees assigned to the No. 2 shift shall be allowed necessary time to eat a meal on the job on Company time.

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

Foreman/woman, Customer Services, Working
Representative, Customer Services
Representative, Customer Services, Senior
Representative, Accounts Payable (AP)
(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 or her work schedule, or may use vacation or floating holiday hours, or sick leave (under Title 15 or Family Sick Leave guidelines), 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 a premium of \$2.18¹ per hour as follows:
- (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.

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

- (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.

TITLE 8
LEAVES OF ABSENCE

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

Military Leave

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

Union Leave

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

Personal Leave

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

- (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. (Added 5/1/87)

Family and Medical Leave

8.6 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

1. When "red" air quality days occur, as ordered by any air quality regulatory agency, 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. (Amended 7/1/12)

(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) (Deleted 5/1/91)
- 10.6
- (a) Any regular or probationary employee who, as the result of a call out or a prearranged work

assignment, has worked at overtime rates between 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 eight (8) hours or more at overtime rates, they shall be entitled to a rest period of nine (9) 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 and one-half (9 1/2) hours after their regular quitting time, they shall be entitled to a rest period of nine (9) 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 and one-half (9 1/2) 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 7/1/12).
 3. If they have worked a minimum of two (2) hours at overtime rates and such work commences later than nine and one-half (9 1/2) hours after their regular quitting time, they shall be entitled to a rest period of nine (9) consecutive hours upon completion of such overtime work. If they work less than two (2) hours and such work commences later than nine and one half (9 1/2) 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. (Amended 7/1/12)
 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. Overtime work that qualifies for a rest period will include 45 minutes consumption time for each missed meal. Travel time will not be included as time worked to qualify for a rest period. (Amended 7/1/12)
- (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 nine (9) hour rest period, the employee shall be paid overtime compensation at the rate of pay equivalent to two (2) times the standard rate of pay for all work performed until they have been relieved from duty for at least nine (9) consecutive hours, and a new rest period will commence at the conclusion of such work.
- (e) Should a rest period provided for above extend into 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. 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.

TITLE 11
HOLIDAYS

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

11.2 For regular, probationary and Provisional employees, "holiday" as used herein is defined as a day on which each of the following holidays is observed by the Company: (Amended 6/11/01)

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

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

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

Employees shall observe their floating holiday(s) on a workday before the end of the payroll year at the convenience of the Company and the Company will not pay in lieu of unused floating holiday(s). In the event an employee is prevented from taking 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, subject to the provisions of 11.3 of the Agreement. (Amended 5/1/83)

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

falls on a Sunday, the Company shall observe the holiday on Monday.

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

11.8 If an employee takes off any of the days observed by the Company as holidays and is absent without bona fide reason on the work day either immediately preceding or following such day observed by the Company as holiday, 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:

<u>Years of Continuous Service</u>	<u>Bi-weekly Accrual Rate</u>	<u>Total Vacation Hours Per Year</u>
1 st through 5 th year (from 1 day – 60 Months)	3.076	80
6 th through 12 th year (At the completion of 5 full years, 60 months)	4.615	120
13 th through 19 th year (At the completion of 12 full years, 144 months)	6.153	160
20 th through 26 th year (At the completion of 19 full years – 228 months)	7.692	200
27 th years or more (At the completion of 26 full years – 312 Months)	9.230	240

12.3 Each employee who has completed five (5), ten (10), fifteen (15), twenty (20) years, etc., of continuous service with the Company will be credited with five (5) days vacation (40 hours) in the pay period in which the continuous service date falls. (Amended 5/1/87; Effective 1/1/88)

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

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

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

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

12.7 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)

12.8 Earned vacation, which is not used by an employee, may be allowed to accumulate. Such vacation may be carried over from one (1) payroll year to the next following payroll year provided that the carryover vacation does not exceed a maximum amount based on years of continuous service as stated below.: (Amended 1/1/98)

Years of Continuous Service

Maximum Carryover
Vacation

1 st through 5 th year (from 1 day - 60 months)	20 days or 160 hours
6 th through 12 th year (At the completion of 5 full years - 60 months)	30 days or 240 hours
13 th through 19 th year (At the completion of 12 full years - 144 months)	40 days or 320 hours
20 th through 26 th 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 12.8 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)
- 12.9 When an employee is required to carry over a vacation from one (1) payroll year to the next payroll year due to an approved absence from work because of an extended illness or industrial injury, such vacation will be taken at the convenience of the Company and at such time as not to interfere with vacation schedules of other employees. Such vacation will not be subject to forfeiture as stated in 12.8(a). (Amended 1/1/98)
- 12.10 When an employee's approved scheduled vacation is canceled by the Company due to unforeseen emergency conditions, or an employee foregoes 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 12.8(a). (Amended 1/1/98)
- 12.11 If a holiday is observed by the Company on a workday within an employee's vacation period, the holiday shall not be considered a vacation day. (Amended 5/1/87)
- 12.12 Company shall not require an employee to take their vacation in lieu of sick leave or leave of absence on account of illness. (Amended 5/1/87)
- 12.13 Regular, probationary and Provisional employees whose employment with the Company has been terminated for any reason shall receive vacation pay for all accrued vacation time in lieu of any vacation allowance. (Amended 6/11/01)
- 12.14 Before 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 12.7, 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)
- 12.15 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)
- 12.16 During each payroll year, the employee may elect to cash out up to 40 hours of unused earned vacation. (Added 7/1/12)

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, one non-represented employee and the Safety Officer. The officers of the Committee shall consist of a "chairman", "vice-chairman" 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:

- Distribution Maintenance (one member)
- Operations (one member)
- Hydro Generation and Customer Service (one member)
- MPAT employee (one member)
- Rotating Seat to be from one of the areas listed in 1, 2 or 3

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. Replacement of committee members shall be done through solicitation and recommendation from the Company, Union and the Committee. Election of new members shall be done by majority vote of the current membership. 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 or her membership in the Union or their or her 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 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 thirteen (13) 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 payroll year, not to exceed 48 hours that payroll year. (Amended 5/1/86) (Amended 7/1/12)
- 15.2 The Company may require satisfactory evidence of an employee's illness or disability before sick leave will be granted. If it is found that the employee is using sick leave for reasons other than a bona fide personal sickness or disability, said employee shall forfeit all sick leave accumulated up to that date. 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)
- 15.3 If a holiday is observed by the Company on a work day within the sick leave period of an employee who is entitled to holidays off with pay, the holiday shall not be charged to the employee's sick leave (see 11.5).
- Except as provided in Section 15.4, nothing in the foregoing Title shall be interpreted to entitle the employee to sick leave while on vacation, temporarily laid off by the Company, upon severance of employment, or while receiving industrial compensation.
- 15.4 If an employee is confined to a hospital during their vacation period, upon request they will be granted sick leave for the period of confinement.
- 15.5 (Deleted 5/1/83)
- 15.6 (Deleted 5/1/83)
- 15.7 (Deleted 5/1/83)
- 15.8 Sick leave time may be granted in ¼ hour increments. (Added 1/1/98)
- 15.9 (Deleted 6/11/01)

15.10 Family Sick Leave Program

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

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

15.11 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 3.7. Company Seniority shall be used as the basis for determining such benefits as sick leave, retirement, vacations and protection against demotion and lay-off. Occupational Group Seniority shall be defined as the total length of service in one (1) of the occupational groups shown in Exhibit C attached hereto. Occupational Group Seniority shall be used in determining the preferred bidder within an occupational group and line of progression in the sequence outlined in 16.5. Attached hereto and made a part hereof is Exhibit C, an appendix outlining the "Occupational Groups" and "Lines of Progression" to be used for promotion and demotion. It is understood that the Occupational Groups have no relationship to "departments" as used in prior contracts between the parties nor shall Exhibit C be construed to limit in any way the right of the Company to choose any form of organizational arrangement it prefers.
- 16.2 Company shall make up and post on bulletin boards, a Company seniority list and an occupational seniority list every six (6) months. If no opposition shall be made in writing within thirty (30) days after posting, the respective seniorities shall be considered as correct as listed. A copy shall be furnished the Union.
- 16.3 (a) The seniority status of employees as of July 1, 1959, shall be that shown on the personnel records of the Company, and seniority shall accumulate in the occupational group where then employed.
- (b) An employee who 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 manned and supervised crews and for periods not to exceed ninety (90) calendar days.
- 16.4 When an employee is temporarily transferred from the occupational group in which 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 to accept a bid using group seniority per 16.5(1) for a double-lined classification, and will then continue to progress in their line of progression in accordance with Section 16.5.
 - 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)
1. Foreman/woman, Working (All Classifications)
 2. Inspector
 3. Representative, Customer Services, Senior
 4. Senior Facilities and Grounds Maintenance Man
- 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.
- (b) 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. All earned meals will be credited at \$28.00 per meal. 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.
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)

(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 earned 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 return thereto or to their regular place of abode, shall be allowed actual personal expense for board and lodging for the duration of such assignment, provided they board and lodge at places to be designated by Company. Under such circumstances, the Company designated lodging will be the reporting place. (Amended 1/1/95)
- (b) The subsistence allowance will not be applicable if board and/or lodging are provided by the Company. Upon the approval of the Company, any employee electing to provide 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/her new headquarters. This benefit does not apply if the move results from an employee exercising their/her rights under Title 16, except when there is only one qualified bidder for a journeyman or above job, qualified moving expenses, not to exceed \$2,000 with a limit on availability to said bidder once every five years, will be available. (Amended 1/1/98)
- 17.11 (Deleted 5/1/91)
- 17.12 Insofar as possible, the Company will give at least one (1) day's notice to an employee who is to be sent out of town for work in order that the employee may have time to prepare for the trip. The cost of Company provided meals for which the employee qualifies during each day of such assignments shall not exceed the aggregate of the meal allowances specified in Section 17.1 for such meals.
- 17.13 On optional or voluntary training related travel out of the Company's service territory, the following shall apply:
- Company to reimburse for actual expenses.
 - Out-of-town premium will not be in effect.
 - No overtime will be paid; however, Company Management to be sympathetic to travel connections and delays. (Added 1/1/98)

TITLE 18
APPRENTICESHIP

- 18.1 (a) A committee, known as the Joint Apprenticeship Training Committee (JATC), shall be established for the purpose of working out apprenticeship problems.
- (b) The JATC shall be comprised of two (2) members appointed by the Company and two (2) members appointed by the Union. (Amended 1/1/95) (Amended 7/1/09)
- (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 chairman will be responsible for an agenda of, and presiding over, scheduled meetings. The secretary shall record the minutes of each meeting and distribute them to all appropriate persons.
- (f) JATC meetings shall be held quarterly or as designated by the Chairman. (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, 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)

TITLE 19
MISCELLANEOUS

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

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

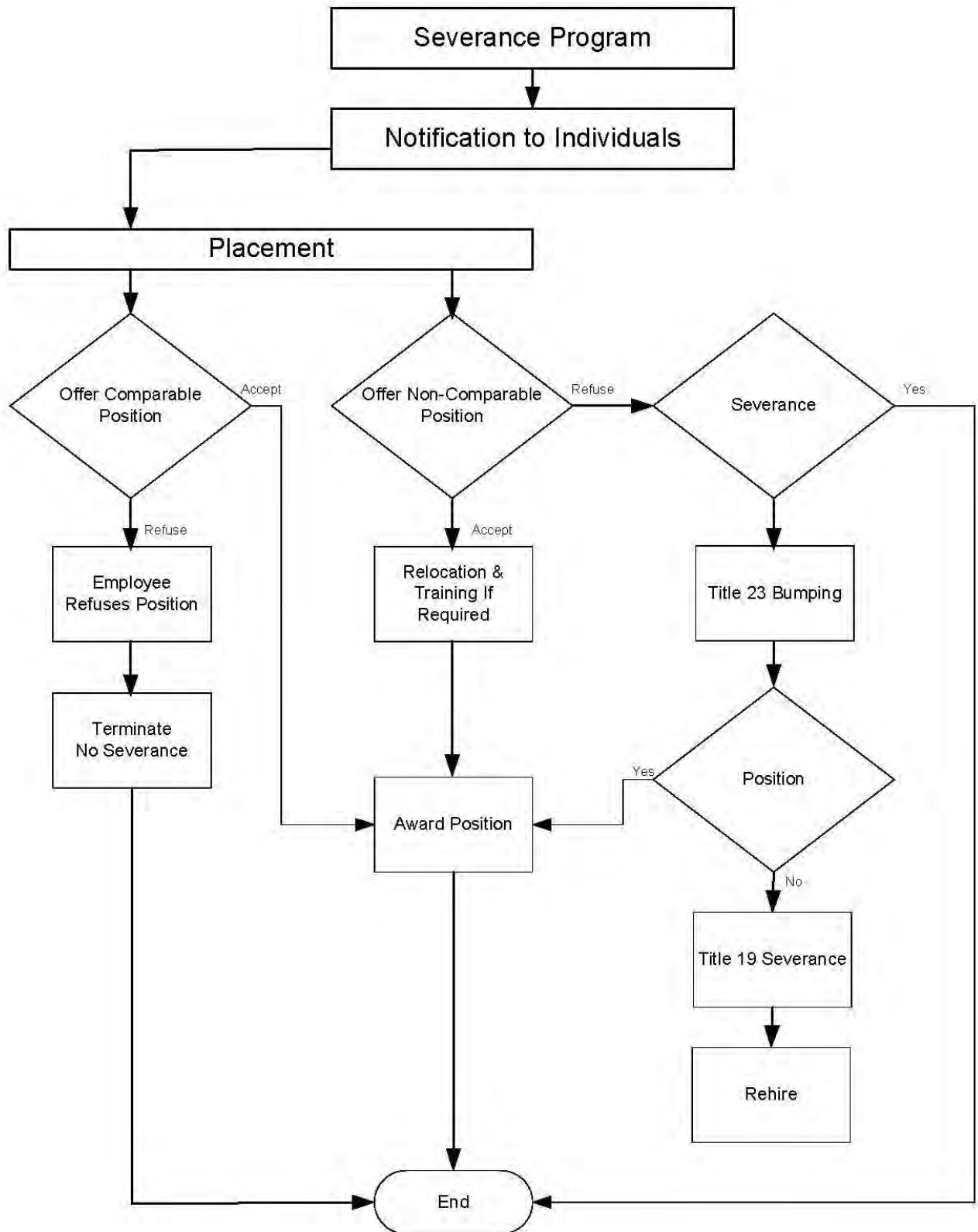
Employees are eligible for “severance program” options if they are determined to be no longer required due to displacement as a result of a lack of work, a sale, divestiture, merger, or any other business event as defined by the Company. Affected Employee is defined as an employee in a specific classification 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 - See next page
(this chart should only be used as a guide when reviewing Section 19.10)

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

2. Grievances as described in Section 21.1 other than specified in (1) above shall be introduced at the initial step of the grievance procedure not later than thirty (30) calendar days after the date of the incident or action complained of which is the basis of the grievance, or in a situation beyond the control of the employee, thirty (30) calendar days after the date the employee became aware of said incident or action.
- 21.5 STEP 3 - If the Union Shop Steward and Supervisor involved are not able to reach an agreement on the disposition of a grievance, or if the Company fails to answer within the time limit above, it may be referred by the Shop Steward to the Union's Business Representative. If the alleged grievance is not presented to the third step of the grievance procedure within ten (10) working days after receiving the Supervisor's answer in Step 2; the grievance shall be considered closed. The Union's Business Representative may present such grievance in duplicate on the proper form to the Labor Relations Manager, or alternate. The form shall be completed by the Company and returned to the Union's Committee Chairman within ten (10) working days from receipt thereof.
- 21.6 (a) STEP 4 - If no settlement is reached at Step 3, or the Company fails to submit a written answer within the specified time limit, the Union may refer such alleged grievance to the next step of the grievance procedure, which is the Joint Grievance Committee.
- (b) If the grievance is not settled as provided in Sections 21.4 and 21.5, it shall be discussed by the Joint Grievance Committee at its next regular meeting. The Committee shall consider grievances referred to it as provided in Section 21.5 and shall conscientiously endeavor to effect their settlement. The decision of this Committee shall be final and binding upon both parties. Minutes shall be kept of the Committee's proceedings and the disposition of all grievances shall be recorded.
- (c) All grievances will be processed in the manner prescribed in Sections 21.4 and 21.5 and 21.6(a) except those involving alleged discriminatory or arbitrary discharge, discipline, or demotion of an individual employee, which, if not settled in the manner prescribed in Sections 21.4 and 21.5 shall be referred directly to the Investigating Committee. The Investigating Committee shall make a complete investigation of all the facts pertinent to the grievance and shall strive to reach agreement on disposition of the grievance. Their agreement shall be recorded and shall be final and binding on Company, Union and the aggrieved employee. If the Committee is unable to reach agreement, it shall refer the grievance to the next regular meeting of the Joint Grievance Committee with a full and complete report of its investigation and the separate recommendations of the Investigating Committee members. Company and Union agree that they will attempt to settle grievances involving alleged discriminatory or arbitrary discharge of an individual employee as expeditiously as possible.
- 21.7 STEP 5 - If a satisfactory settlement cannot be reached by the Joint Grievance Committee in two (2) consecutive meetings (unless mutually otherwise agreed), it shall be referred to the Review Committee, such committee to be composed of a Union Representative 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. This Committee shall meet within thirty (30) working days after the date the case is referred to the Committee, and shall endeavor to make a decision based on the record referred to it. It may, in its discretion, return the grievance to the Joint Committee with a request for further investigation and consideration by that Committee. It may, at its discretion, conduct a hearing on any grievance submitted to it. This Committee shall be authorized to make a decision, which shall be final and binding on Company and Union. If the members agree on the disposition of a grievance a statement to that effect shall be signed by the members. (Amended 6/12/06)
- 21.8 STEP 6 - If a satisfactory settlement cannot be reached under the foregoing procedure, either party may refer the case to arbitration by notifying the other in writing to that effect. Within twenty-one (21) days of such notice, Union and Company shall each notify the other of the persons appointed to act as their representative on the Arbitration Board. An Arbitration Board shall be appointed on each occasion that a grievance is submitted to arbitration. The Board shall be composed of three (3) members, one (1) to be appointed by Union; one (1) to be appointed by the Company. At the earliest convenience of the representatives after their appointment, they shall meet for the purpose of

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

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

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

TITLE 22 EMPLOYEE BENEFIT PROGRAMS

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

Except in the event of the election of a different funding medium by the Company, if any Benefit Plan is terminated 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.
- (a) The Retirement rate of compensation will be in accordance with NRS Ch. 286.
- (b) 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 addition, retirees age 65 or over are required to enroll in and pay the cost of Medicare Part "B" or Medicare Part "C".
 - (e) Grandfathering: Employees who are age 60 or greater with at least 10 years of service as of July 1, 1998, will not be required to pay 20% (or 15% if over age 65) of the applicable premium at the time they retire, but will be required to pay 4% for each year less than 20 full years of Credited Service. For example, an employee who turns 60 on May 1, 1998, but chooses to retire May 1, 2001, when 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 Retirees 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

Should the TMWA Board adopt a resolution that decreases or eliminates post-retirement healthcare benefits for TMWA employees not covered under their Agreement, IBEW agrees that the Board's resolution will apply to all employees covered under their Agreement. The application of the Board's resolution to all employees covered under their Agreement shall comply with the terms set out within the Board's resolution in the same manner that said terms apply to employees not represented by their Agreement. Any such resolutions shall apply to employees covered under their Agreement without the need for further negotiations. Title 22.2(3) applies only to employees hired on or after the date of the Board's resolution regarding post-retirement healthcare benefits.

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 ICMA Retirement Corporation.
- (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; employee and child or children; and, employee and family. 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.(h) 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 February 21, 2018. The term of this Agreement shall continue in full force and effect until the thirtieth day of June 30, 2021, 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)
- 24.2 Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, and until a satisfactory conclusion is reached in the matter of such changes, the original provision shall remain in full force and effect.
- 24.3 This Agreement shall not be amended or supplemented except by agreement of the parties hereto, reduced to writing and duly signed by each.
- 24.4 This Agreement cancels and supersedes that certain Agreement and Exhibits entered into on July 1, 2012, and extended on July 1, 2015, by the Company and the Union.

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

February 21, 2018 – June 30, 2021

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

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 1245

Mark Foree, General Manage

Travis Bunkowski

Geno Martini, Chair
Truckee Meadows Water Authority Board of Directors

Chris Hires

Rick Pickworth

Brandyn Rada

Pat Waite, Business Representative

Tom Dalzell, Business Manager

ATTACHMENT I
EXHIBIT "A" (1)

(As Amended February 21, 2018)

WAGES

- a. The wage scales for all employees listed in Attachment I Exhibit "A" (1) shall be increased during the term of this Agreement as follows:
- Fiscal Year 2018 – increased by 3%, immediately upon IBEW ratification and TMWA Board approval
 - Fiscal Year 2019 – increased by 3%
 - Fiscal Year 2020 – increased by 3%
 - Fiscal Year 2021 - increased 3%
- b. In addition to the general increases set forth in subsection (a) above, the wage scales for the following classifications will receive additional increases as follows for FY 2019, starting the first pay period of FY 2019:
- i. Classifications Receiving 6% Increase for FY 2019
 - Foreman, Shift Working Water Treatment
 - Water Plant Operator III
 - Water Plant Operator, Treatment and Distribution II
 - Apprentice Water Plant Operator
 - ii. Classifications Receiving 5% Increase for FY 2019
 - SCADA Technician
 - Apprentice SCADA Technician
 - Plant Electrical Technician
 - Power Gen Technician
 - Inspector
 - iii. Classifications Receiving 4% Increase for FY 2019
 - Mechanic Specialist, MC-WP
 - Apprentice Mechanic Specialist, M/C-W/P

WAGE SCHEDULE									
Job Class No.	Job Title/Classification	Wage Step	Wages as of 6/25/17	Wages as of 2/19/18 Plus 3.00%	Wages as of 6/25/18 Plus 3.00%	6/25/18 Inequity Adj. % by Position	Wages as of 6/25/18	Wages as of 6/24/19* Plus 3.00%	Wages as of 6/22/20 Plus 3.00%
54040	Apprentice, Fitter	Start	\$27.88	\$28.72	\$29.58		\$29.58	\$30.47	\$31.38
		6 Months	\$28.81	\$29.67	\$30.56		\$30.56	\$31.48	\$32.43
		1 Year	\$30.11	\$31.01	\$31.94		\$31.94	\$32.90	\$33.89
		18 Months	\$30.98	\$31.91	\$32.87		\$32.87	\$33.85	\$34.87
53045	Apprentice, Mechanic, Hydro/Generation	Start	\$29.93	\$30.83	\$31.75		\$31.75	\$32.71	\$33.69
		6 Months	\$30.66	\$31.58	\$32.53		\$32.53	\$33.50	\$34.51
		1 Year	\$32.16	\$33.12	\$34.12		\$34.12	\$35.14	\$36.20
		18 Months	\$32.91	\$33.90	\$34.91		\$34.91	\$35.96	\$37.04
		2 Years	\$34.41	\$35.44	\$36.51		\$36.51	\$37.60	\$38.73
		30 Months	\$35.91	\$36.99	\$38.10		\$38.10	\$39.24	\$40.42
55010	Apprentice, Mechanic Maintenance/Control-WP	Start	\$29.93	\$30.83	\$31.75	4.00%	\$33.02	\$34.01	\$35.03
		6 Months	\$30.66	\$31.58	\$32.53	4.00%	\$33.83	\$34.84	\$35.89
		1 Year	\$32.16	\$33.12	\$34.12	4.00%	\$35.48	\$36.55	\$37.64
		18 Months	\$32.91	\$33.90	\$34.91	4.00%	\$36.31	\$37.40	\$38.52
		2 Years	\$34.41	\$35.44	\$36.51	4.00%	\$37.97	\$39.10	\$40.28
		30 Months	\$35.91	\$36.99	\$38.10	4.00%	\$39.62	\$40.81	\$42.03
53000	Apprentice, Operator, Hydro/Generation	Start	\$31.04	\$31.97	\$32.93		\$32.93	\$33.92	\$34.94
		6 Months	\$32.18	\$33.15	\$34.14		\$34.14	\$35.16	\$36.22
		1 Year	\$33.67	\$34.68	\$35.72		\$35.72	\$36.79	\$37.90
		18 Months	\$34.42	\$35.45	\$36.52		\$36.52	\$37.61	\$38.74
55070	Apprentice, Operator, Water Plant	Start	\$30.66	\$31.58	\$32.53	6.00%	\$34.48	\$35.51	\$36.58
		6 Months	\$32.16	\$33.12	\$34.12	6.00%	\$36.17	\$37.25	\$38.37
		1 Year	\$32.91	\$33.90	\$34.91	6.00%	\$37.01	\$38.12	\$39.26
		18 Months	\$34.41	\$35.44	\$36.51	6.00%	\$38.70	\$39.86	\$41.05

*PERS rate increases shall be split between TMWA and the employee. The wage schedule will be automatically decreased by one-half of any PERS increase and automatically increased by one-half of any PERS rate decrease.

WAGE SCHEDULE									
Job Class No.	Job Title/Classification	Wage Step	Wages as of 6/25/17	Wages as of 2/19/18 Plus 3.00%	Wages as of 6/25/18 Plus 3.00%	6/25/18 Inequity Adj. % by Position	Wages as of 6/25/18	Wages as of 6/24/19* Plus 3.00%	Wages as of 6/22/20 Plus 3.00%
55120	Apprentice, SCADA Technician	Start	\$32.38	\$33.35	\$34.35	5.00%	\$36.07	\$37.15	\$38.27
		6 Months	\$33.21	\$34.21	\$35.23	5.00%	\$36.99	\$38.10	\$39.25
		1 Year	\$34.01	\$35.03	\$36.08	5.00%	\$37.89	\$39.02	\$40.19
		18 Months	\$34.83	\$35.87	\$36.95	5.00%	\$38.80	\$39.96	\$41.16
		2 Years	\$35.62	\$36.69	\$37.79	5.00%	\$39.68	\$40.87	\$42.10
		30 Months	\$36.45	\$37.54	\$38.67	5.00%	\$40.60	\$41.82	\$43.08
		3 Years	\$37.26	\$38.38	\$39.53	5.00%	\$41.51	\$42.75	\$44.03
		42 Months	\$38.07	\$39.21	\$40.39	5.00%	\$42.41	\$43.68	\$44.99
53040	Apprentice, Technician, Electrical, Plant	Start	\$29.93	\$30.83	\$31.75	5.00%	\$33.34	\$34.34	\$35.37
		6 Months	\$30.66	\$31.58	\$32.53	5.00%	\$34.15	\$35.18	\$36.23
		1 Year	\$32.16	\$33.12	\$34.12	5.00%	\$35.82	\$36.90	\$38.01
		18 Months	\$32.91	\$33.90	\$34.91	5.00%	\$36.66	\$37.76	\$38.89
		2 Years	\$34.41	\$35.44	\$36.51	5.00%	\$38.33	\$39.48	\$40.67
		30 Months	\$35.91	\$36.99	\$38.10	5.00%	\$40.00	\$41.20	\$42.44
51015	Facilities & Grounds Maintenance I	Start	\$23.08	\$23.77	\$24.49		\$24.49	\$25.22	\$25.98
		6 Months	\$24.90	\$25.65	\$26.42		\$26.42	\$27.21	\$28.03
51020	Facilities & Grounds Maintenance II	Start	\$26.70	\$27.50	\$28.33		\$28.33	\$29.18	\$30.05
		6 Months	\$29.00	\$29.87	\$30.77		\$30.77	\$31.69	\$32.64
51025	Facilities & Grounds Maintenance - Senior	Start	\$33.11	\$34.10	\$35.13		\$35.13	\$36.18	\$37.27
54010	Facilities Locator	Start	\$35.65	\$36.72	\$37.82		\$37.82	\$38.96	\$40.12
54045	Fitter	Start	\$33.62	\$34.63	\$35.67		\$35.67	\$36.74	\$37.84

*PERS rate increases shall be split between TMWA and the employee. The wage schedule will be automatically decreased by one-half of any PERS increase and automatically increased by one-half of any PERS rate decrease.

WAGE SCHEDULE									
Job Class No.	Job Title/Classification	Wage Step	Wages as of 6/25/17	Wages as of 2/19/18 Plus 3.00%	Wages as of 6/25/18 Plus 3.00%	6/25/18 Inequity Adj. % by Position	Wages as of 6/25/18	Wages as of 6/24/19* Plus 3.00%	Wages as of 6/22/20 Plus 3.00%
54050	Fitter/Welder	Start	\$34.89	\$35.94	\$37.01		\$37.01	\$38.13	\$39.27
		Step 2	\$35.98	\$37.06	\$38.17		\$38.17	\$39.32	\$40.50
		Step 3	\$37.07	\$38.18	\$39.33		\$39.33	\$40.51	\$41.72
		Step 4	\$38.16	\$39.30	\$40.48		\$40.48	\$41.70	\$42.95
52030	Foreman/Forewoman, Customer Services Rep, Working	Start	\$32.75	\$33.73	\$34.74		\$34.74	\$35.79	\$36.86
53080	Foreman/Forewoman, General Customer Services Rep, Working	Start	\$36.02	\$37.10	\$38.21		\$38.21	\$39.36	\$40.54
6042	Foreman/Forewoman, General, Heavy, Water	Start	\$48.06	\$49.50	\$50.99		\$50.99	\$52.52	\$54.09
52040	Foreman/Forewoman, General, Hydro/Generation, Working	Start	\$48.06	\$49.50	\$50.99		\$50.99	\$52.52	\$54.09
6043	Foreman/Forewoman, General, Light, Water	Start	\$45.97	\$47.35	\$48.77		\$48.77	\$50.23	\$51.74
6016	Foreman/Forewoman, General, Mechanic, Hydro/Generation Working	Start	\$48.06	\$49.50	\$50.99		\$50.99	\$52.52	\$54.09
55060	Foreman/Forewoman, General, Mechanic, Maintenance and Control, Working	Start	\$48.06	\$49.50	\$50.99	4.00%	\$53.03	\$54.62	\$56.26
55110	Foreman/Forewoman, General, Shift, Water Treatment, Working	Start	\$48.06	\$49.50	\$50.99	6.00%	\$54.05	\$55.67	\$57.34
53070	Foreman/Forewoman, Hydro/Generation, Working	Start	\$43.68	\$44.99	\$46.34		\$46.34	\$47.73	\$49.16
54080	Foreman/Forewoman, Light, Working, Water	Start	\$41.77	\$43.02	\$44.31		\$44.31	\$45.64	\$47.01

*PERS rate increases shall be split between TMWA and the employee. The wage schedule will be automatically decreased by one-half of any PERS increase and automatically increased by one-half of any PERS rate decrease.

WAGE SCHEDULE									
Job Class No.	Job Title/Classification	Wage Step	Wages as of 6/25/17	Wages as of 2/19/18 Plus 3.00%	Wages as of 6/25/18 Plus 3.00%	6/25/18 Inequity Adj. % by Position	Wages as of 6/25/18	Wages as of 6/24/19* Plus 3.00%	Wages as of 6/22/20 Plus 3.00%
55050	Foreman/Forewoman, Mechanic Maintenance/Control-WP	Start	\$43.68	\$44.99	\$46.34		\$46.34	\$47.73	\$49.16
55100	Foreman/Forewoman, Shift, Water Treatment, Working	Start	\$43.68	\$44.99	\$46.34	6.00%	\$49.12	\$50.59	\$52.11
54090	Foreman/Forewoman, Working, Heavy, Water	Start	\$43.68	\$44.99	\$46.34		\$46.34	\$47.73	\$49.16
51000	Helper	Start	\$19.87	\$20.47	\$21.08		\$21.08	\$21.71	\$22.36
		6 Months	\$21.44	\$22.08	\$22.75		\$22.75	\$23.43	\$24.13
		1 Year	\$22.99	\$23.68	\$24.39		\$24.39	\$25.12	\$25.88
		18 Months	\$24.97	\$25.72	\$26.49		\$26.49	\$27.29	\$28.10
54070	Inspector	Start	\$40.07	\$41.27	\$42.51	5.00%	\$44.64	\$45.97	\$47.35
54075	Inspector, Construction	Start	\$38.33	\$39.48	\$40.66	5.00%	\$42.70	\$43.98	\$45.30
		1 Year	\$40.07	\$41.27	\$42.51	5.00%	\$44.64	\$45.97	\$47.35
53050	Mechanic, Hydro/Generation	Start	\$39.71	\$40.90	\$42.13		\$42.13	\$43.39	\$44.69
55020	Mechanic, Maintenance & Control, Certified, WP	Start	\$37.41	\$38.53	\$39.69		\$39.69	\$40.88	\$42.11
		6 Months	\$38.56	\$39.72	\$40.91		\$40.91	\$42.14	\$43.40
55030	Mechanic, Specialist, Maintenance/Control-WP	Start	\$39.71	\$40.90	\$42.13	4.00%	\$43.81	\$45.13	\$46.48
54020	Operator, Equipment I	Start	\$29.29	\$30.17	\$31.07		\$31.07	\$32.01	\$32.97
		6 Months	\$30.72	\$31.64	\$32.59		\$32.59	\$33.57	\$34.58
54025	Operator, Equipment II	Start	\$31.08	\$32.01	\$32.97		\$32.97	\$33.96	\$34.98
		1 Year	\$32.50	\$33.48	\$34.48		\$34.48	\$35.51	\$36.58
54030	Operator, Equipment III	Start	\$33.62	\$34.63	\$35.67		\$35.67	\$36.74	\$37.84

*PERS rate increases shall be split between TMWA and the employee. The wage schedule will be automatically decreased by one-half of any PERS increase and automatically increased by one-half of any PERS rate decrease.

ATTACHMENT 1
EXHIBIT "A" (1)

WAGE SCHEDULE									
Job Class No.	Job Title/Classification	Wage Step	Wages as of 6/25/17	Wages as of 2/19/18 Plus 3.00%	Wages as of 6/25/18 Plus 3.00%	6/25/18 Inequity Adj. % by Position	Wages as of 6/25/18	Wages as of 6/24/19* Plus 3.00%	Wages as of 6/22/20 Plus 3.00%
54035	Operator, Equipment, Heavy	Start	\$34.72	\$35.76	\$36.83		\$36.83	\$37.94	\$39.08
		1 Year	\$35.38	\$36.44	\$37.53		\$37.53	\$38.66	\$39.82
53010	Operator, Hydro/Generation	Start	\$37.41	\$38.53	\$39.69		\$39.69	\$40.88	\$42.11
8470	Operator, Water Plant, Grade II, Treatment Only	Start	\$36.22	\$37.31	\$38.43		\$38.43	\$39.58	\$40.77
55080	Operator, Water Plant, Grade II, Treatment & Distribution	Start	\$37.41	\$38.53	\$39.69	6.00%	\$42.07	\$43.33	\$44.63
55090	Operator, Water Plant, Grade III, Treatment & Distribution	Start	\$39.71	\$40.90	\$42.13	6.00%	\$44.66	\$46.00	\$47.38
52000	Representative, Accounts Payable	Start	\$16.63	\$17.13	\$17.64		\$17.64	\$18.17	\$18.72
		6 Months	\$17.81	\$18.34	\$18.89		\$18.89	\$19.46	\$20.05
		1 Year	\$18.95	\$19.52	\$20.10		\$20.10	\$20.71	\$21.33
		18 Months	\$20.08	\$20.68	\$21.30		\$21.30	\$21.94	\$22.60
		2 Years	\$22.23	\$22.90	\$23.58		\$23.58	\$24.29	\$25.02
		30 Months	\$24.38	\$25.11	\$25.86		\$25.86	\$26.64	\$27.44
52010	Representative, Customer Service	Start	\$16.63	\$17.13	\$17.64		\$17.64	\$18.17	\$18.72
		6 Months	\$17.81	\$18.34	\$18.89		\$18.89	\$19.46	\$20.05
		1 Year	\$18.95	\$19.52	\$20.10		\$20.10	\$20.71	\$21.33
		18 Months	\$20.08	\$20.68	\$21.30		\$21.30	\$21.94	\$22.60
		2 Years	\$22.23	\$22.90	\$23.58		\$23.58	\$24.29	\$25.02
		30 Months	\$24.38	\$25.11	\$25.86		\$25.86	\$26.64	\$27.44
52020	Representative, Customer Service, Senior	Start	\$29.39	\$30.27	\$31.18		\$31.18	\$32.12	\$33.08

*PERS rate increases shall be split between TMWA and the employee. The wage schedule will be automatically decreased by one-half of any PERS increase and automatically increased by one-half of any PERS rate decrease.

WAGE SCHEDULE									
Job Class No.	Job Title/Classification	Wage Step	Wages as of 6/25/17	Wages as of 2/19/18 Plus 3.00%	Wages as of 6/25/18 Plus 3.00%	6/25/18 Inequity Adj. % by Position	Wages as of 6/25/18	Wages as of 6/24/19* Plus 3.00%	Wages as of 6/22/20 Plus 3.00%
54000	Service Utility Worker	Start	\$27.48	\$28.30	\$29.15		\$29.15	\$30.03	\$30.93
		6 Months	\$28.27	\$29.12	\$29.99		\$29.99	\$30.89	\$31.82
		1 Year	\$29.95	\$30.85	\$31.77		\$31.77	\$32.73	\$33.71
54060	Technician, Water Service	Start	\$36.55	\$37.65	\$38.78		\$38.78	\$39.94	\$41.14
55040	Specialist, Equipment, Water Treatment	Start	\$39.71	\$40.90	\$42.13		\$42.13	\$43.39	\$44.69
55000	Specialist, Water Supply	Start	\$28.11	\$28.95	\$29.82		\$29.82	\$30.72	\$31.64
		6 Months	\$29.61	\$30.50	\$31.41		\$31.41	\$32.36	\$33.33
		1 Year	\$31.02	\$31.95	\$32.91		\$32.91	\$33.90	\$34.91
53020	Technician, Plant Electrical	Start	\$40.50	\$41.72	\$42.97	5.00%	\$45.11	\$46.47	\$47.86
53030	Technician, Power Generation	Start	\$40.50	\$41.72	\$42.97	5.00%	\$45.11	\$46.47	\$47.86
55130	Technician, SCADA	Start	\$40.50	\$41.72	\$42.97	5.00%	\$45.11	\$46.47	\$47.86
		6 Months	\$41.44	\$42.68	\$43.96	5.00%	\$46.16	\$47.55	\$48.97
		1 Year	\$42.33	\$43.60	\$44.91	5.00%	\$47.15	\$48.57	\$50.02

*PERS rate increases shall be split between TMWA and the employee. The wage schedule will be automatically decreased by one-half of any PERS increase and automatically increased by one-half of any PERS rate decrease.

ATTACHMENT II
EXHIBIT "B" (1)

(As Amended, July 1, 2012)

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)

54040 APPRENTICE, FITTER

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.

53045 APPRENTICE, MECHANIC, HYDRO/GENERATION

An employee who is engaged in performing work as an assistant to or under the general direction of Foreman/woman, Mechanic Hydro/Generation, 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 and instructed. The employee's educational and general qualifications must be such that they are considered capable of attaining Journeyman status.

55000 APPRENTICE, MECHANIC, MAINTENANCE & CONTROL, WP

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 Mechanic, Specialist, Maintenance and Control 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 Mechanic, Maintenance & Control, Certified, WP, until they are able to obtain a State of Nevada Grade III Water Distribution Certification.

53000 APPRENTICE, OPERATOR, HYDRO/GENERATION

An employee who is engaged in performing work as an assistant to or under the general direction of Foreman/woman, Hydro Generation 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. The employee's educational and general qualifications must be such that they are considered capable of attaining Journeyman status.

- 55070 APPRENTICE, OPERATOR, WATER PLANT
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 Operator, Water Plant 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.
- 55120 APPRENTICE, SCADA TECHNICIAN
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.
- 53040 APPRENTICE, PLANT, ELECTRICAL, TECHNICIAN
An employee who is engaged in performing work as an assistant to, or under the general supervision of a Foreman/woman, Journeyman Plant Electrical 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.
- 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 Man 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 Man 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 Man 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 Man 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.

51025 SENIOR FACILITIES AND GROUNDS MAINTENANCE

An employee who has at least 3 years' experience as a Facilities Grounds Maintenance Man 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.

54010 FACILITIES LOCATOR

An employee who is a Journeyman Fitter who has successfully completed a Nevada State 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.

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 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 1/4" wall thickness for testing.
- If the employee is not successful in completing any one 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 of the 14th payroll period, year 2007 wage plus \$1 per step.
 1. Step I shall pay \$32.88 per hour. This is the entry level for the position.
 2. Step II shall pay \$33.91 per hour upon successful completion of the Welding I and Welding I Practice courses.
 3. Step III shall pay \$34.93 per hour upon successful completion of the Welding II and Welding II Practice courses.

4. Step IV shall pay \$35.96 which 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 FOREMAN/WOMAN, CUSTOMER SERVICE REPRESENTATIVE, WORKING

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.

FOREMAN/WOMAN, GENERAL, WORKING (UPGRADE ONLY)

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

- On special projects when required to direct crew operations and coordinate all aspects of construction, maintenance and repair of Company facilities. Will aid in the design of facilities and also participate in the planning stages of such projects,
- Replace a supervisor who will be absent from their duties for an extended time period,
- When directing the work of other foremen and their crews (foreman/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 FOREMAN/WOMAN, HYDRO/GENERATION, WORKING

An employee who, under general supervision, is in charge of and responsible for the operation of Hydro, Stand-by Diesel and Combustion Turbine Plants. The employee is directly responsible for the day to day Operation & Maintenance of all hydro and water production flumes, ditches, diversion dams, head gates and related facilities. Will be required to direct and inspect work being performed on all hydro plants and waterways. Will be required to measure and record water flows, operate ditch and dam head gates on all Company waterways from the upriver storage dams to all hydro plant intakes. Must have at least two years experience as a Hydro/Generation Operator and possess the

knowledge and skills through experience and training to direct and train the Hydro/Generation Operator or Apprentice Operator. The employee will be responsible to determine the lumber and hardware needed for flume and penstock repairs and rebuilds and may be required to provide construction management and inspection. They shall be responsible for controlling the Verdi Lumberyard inventory and access. The employee shall be responsible for keeping proper records of plant operations, maintenance and outages. The employee shall be thoroughly familiar with Company dispatching and clearance rules electrical and mechanical tagging and safety rules. In the absence of management, the employee shall be the controlling party of all hydro and related facilities and is authorized to issue and grant all clearances. The employee must maintain a current driver's license and be qualified to render first aid.

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

An employee who has the knowledge and skill through experience and training to work with and direct the activities of a crew engaged in construction and maintenance of facilities connected with or related to the Water Production Department. Must be a Journeyman Mechanic, Maintenance & Control, WP, to be considered for promotion to this classification. Must be skilled in the crafts in which they work and have sufficient knowledge of all tools and equipment used under their direction and guidance. Must have sufficient knowledge of the function of water system equipment, how it operates mechanically, hydraulically and electronically. Must be able to interpret plans, sketches, specifications and written instructions. Will be required to interpret and work from various service and repair manuals. Must be thoroughly familiar with work procedures and methods for the assigned area of responsibility. Will be required to keep and maintain accurate and legible records of the operation and maintenance of water system related mechanical equipment. Shall be thoroughly familiar with Company's dispatching, clearance, rigging and hazardous materials handling regulations. Must maintain a State of Nevada Grade III Water Distribution Certification and a current driver's license.

- 55110 FOREMAN/WOMAN, SHIFT, WATER TREATMENT, WORKING
An employee who is in charge of and responsible for the operation and maintenance of all water treatment plants and related water system facilities. Is required to effectively contribute to positive working relationships and job performance of the employees under 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.
- 54080 FOREMAN/WOMAN, WORKING, HEAVY, WATER
An employee who possesses the necessary knowledge and skill through experience and training to work with and direct the activities of a crew engaged in heavy construction, maintenance or replacement of facilities. Must have successfully completed a Nevada State 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.
- 54080 FOREMAN/WOMAN, WORKING, LIGHT, WATER
An employee who possesses the necessary knowledge and skill through experience and training to work with and direct the activities of semi-skilled personnel engaged in light construction, maintenance or replacement of facilities. Must have successfully completed a Nevada State 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.
- 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.

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 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 II Water Distribution Certification or equivalent.

54075 INSPECTOR, CONSTRUCTION

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

53050 MECHANIC, HYDRO/GENERATION

An employee who is qualified and regularly engaged in performing all types of hydro, diesel, and turbine generation maintenance, including maintenance of engine turbo chargers, oil systems, cooling systems and all related plant facilities. Employee shall also perform all types of mechanical and electrical maintenance to water production and distribution facilities for which they are qualified. Employee shall maintain a current driver's license and be qualified to render first aid. Upon successful completion of the minimum qualifications of Power Generator Tech/Hydro Certified Tech, the Mechanic, Hydro/Generation will be reclassified to Power Generator Tech/Hydro Certified Tech.

55080 MECHANIC, MAINTENANCE & CONTROL, CERTIFIED, WP

An employee who has completed a Maintenance and Control Mechanic apprenticeship or equivalent and is qualified to install, maintain, test and repair various types of mechanical equipment within the Water Production Department, including, but not limited to, production wells, booster pump stations, pressure regulator stations as well as the water treatment facilities. Must have an understanding of the electrical systems related to the mechanical equipment. Must have a thorough understanding of hydraulic controls, and their principles, and will be required to install, test, and service these controls in order to obtain an efficient operation. Must have a working knowledge of the SCADA system and will be required to access data relative to the operation of the various pumping systems and pressure zones. Will also input 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 Mechanic, Specialist, Maintenance and Control, WP, upon completion of two years in this classification, and attaining chemical handling system training and Nevada Grade III Water Distribution Certification.

- 55030 MECHANIC, SPECIALIST, MAINTENANCE & CONTROL, WP
An employee who has completed a Mechanic, Maintenance & Control apprenticeship or equivalent, has received hazardous materials handling training or equivalent and is qualified to install, maintain, test and repair various types of mechanical equipment, chemical handling equipment, and piping systems used in water production, treatment, and distribution facilities, including, but not limited to, production wells, booster pump stations, pressure regulator stations, water treatment plants, and associated facilities. Must have an understanding of the electrical systems related to the mechanical systems controlling and driving mechanical equipment. Must have a thorough understanding of hydraulic controls and will be required to install, test and service these controls in order to obtain an efficient operation. Must have a working knowledge of the SCADA system and will be required to access data relative to the operation of the various pumping systems and pressure zones. Will also enter data relative to hydraulic setpoints and controls. May be asked to aid the plant operators in operations of pumping and/or regulator station operation. Will be called on to assist customers in resolving pressure or flow problems. Will be required to inspect contractor-installed work in any water production facility. Must be able to work from various service and repair manuals and be capable of solving technical problems where resources may be limited. Will be required to perform other related tasks such as welding and rigging and will keep accurate and legible records of operation and maintenance of the equipment for which the employee is responsible. Must be thoroughly familiar with Company lock-out/tag-out procedures, safety rules and hazardous materials handling procedures. Must maintain current Nevada Grade III Water Distribution Certificate.
- 54020 OPERATOR, EQUIPMENT I
An employee who is under direct supervision and assists an experienced Operator, or equivalent, and is in the process of acquiring the experience and skills required to advance to Equipment Operator II. Will be required to operate pavement breakers, rubber-tired excavation equipment such as loaders, and combination back-hoe/loaders with rated capacities not exceeding one and one-half (1 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 OPERATOR, EQUIPMENT II
An employee who has progressed through the Equipment Operator I classification, or has equivalent experience and is qualified by training and experience to perform special construction work using rubber-tired excavation equipment such as loaders, and combination back-hoe/loaders with rated capacities exceeding one and one-half (1 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 OPERATOR, EQUIPMENT III
An employee who has progressed through the Equipment Operator II classification, or has equivalent experience and is qualified by training and operating experience to perform special construction work using rubber tired equipment such as loaders, and combination backhoe-loaders with rated capacities exceeding 1 _ cubic year 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 OPERATOR, EQUIPMENT, HEAVY

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

53010 OPERATOR, HYDRO/GENERATION

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

8470 OPERATOR, WATER PLANT, GRADE II, TREATMENT ONLY

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

55080 OPERATOR, WATER PLANT, GRADE II, TREATMENT & DISTRIBUTION

An employee who has completed an apprenticeship and/or equivalent level of training or appropriate certification and is responsible for the production of safe and clean drinking water in compliance with all Federal, State, and Local regulations and restrictions, under general supervision of the Working Foreman/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/her 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 OPERATOR, WATER PLANT, GRADE III, TREATMENT & DISTRIBUTION

An employee who has completed an apprenticeship and/or equivalent level of training or appropriate certification and is responsible for the production of safe and clean drinking water in Compliance with all Federal, State, and Local regulations and restrictions, under general supervision of the Working Foreman/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/her 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.

53030 POWER GENERATOR TECH/HYDRO CERTIFIED TECH

An employee who has graduated and is certified by a diesel technical college or has certifications for diesel controls and diesel power train engine training. Additionally, two years' experience with maintenance, troubleshooting and repair of diesel generators required.

Must have a thorough understanding and be qualified to perform generator mechanical and electrical repair and diagnose both engine and electrical component/attachment problems as well as troubleshoot, diagnose and repair various diesel engines, governor controls, electronic control functions and knowledge of their standard operation and maintenance. Ability to troubleshoot, diagnose as well as perform emergency repair of analog and digital controls. Must have the ability to read and understand wiring diagrams and schematics. Must be able to perform planned and corrective maintenance of diesel fueled generator sites. Ability to follow proper procedures for performing load bank testing on 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 all leads or wires leaving the unit. Required to learn hydro mechanical and emergency operation procedures. Must be thoroughly familiar with Company's electrical and mechanical tagging and safety rules. The ability to work independently with minimum daily supervision and must be able to work overtime as needed. Must maintain a current valid driver's license.

52000 REPRESENTATIVE, ACCOUNTS PAYABLE (AP)

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 and credit card transactions for payment in the applicable accounts payable computer system, d) maintaining subsidiary ledgers, e) processing weekly accounts payable check runs, preparing check register reports and issuing checks with the applicable bank, and f) 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 five (5) years' experience handling accounts payable transactions, accounts receivable transactions, cash transactions, or general bookkeeping entries in a financial software program. Experience in the Customer Service Representative (9776) and Senior Customer Service Representative (9735) job classifications will count towards the five years' experience required for their position.

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

52010 REPRESENTATIVE, CUSTOMER SERVICES

An employee not required to have prior customer services experience, but able to receive training in order to perform the duties of Customer Services Representative (CSR). 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. Works alone on duties for which employee has been trained and instructed and makes independent decisions as necessary to satisfy customer needs and provide quality customer service. Will automatically progress through the wage rate scale provided the employee's performance is satisfactory to qualify for advancement. 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.

52020 REPRESENTATIVE, CUSTOMER SERVICES, SENIOR

An employee who has demonstrated to the satisfaction of the Company, through a minimum of three (3) years' experience as a Customer Services Representative (CSR), that he/she is qualified to perform, with a minimal amount of supervision, all functions relating to CSR's. 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.

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

54060 WATER SERVICE TECHNICIAN

An employee who is a Fitter or equivalent. 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.

54040 SPECIALIST, EQUIPMENT, WATER TREATMENT

An employee who is responsible for the operation and routine maintenance of water treatment equipment, machinery and instrumentation including flow meters. Will be required to conduct water treatment tests including determination of coagulant and purification dosage. Must be able to modify existing water treatment systems when needed and be capable of recognizing the need for making these changes and make recommendations. Will be required to make preliminary analysis of usage and costs of chemical and chemical equipment. Must be able to make estimates for plant operations improvements and changes. Will be required to keep accurate records of plant operations and maintenance, chemical usage, purchases and other special reports as required. Will be responsible for maintaining proper stock of water treatment chemicals for all plants. 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 OSHA 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).

55000 SPECIALIST, WATER SUPPLY

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.

53020 TECHNICIAN, PLANT, ELECTRICAL

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.

55130 TECHNICIAN, SCADA

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

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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/womn, 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)
10. 6071 Foreman/woman, Maintenance, Hydro/Generation, Working

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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.

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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)

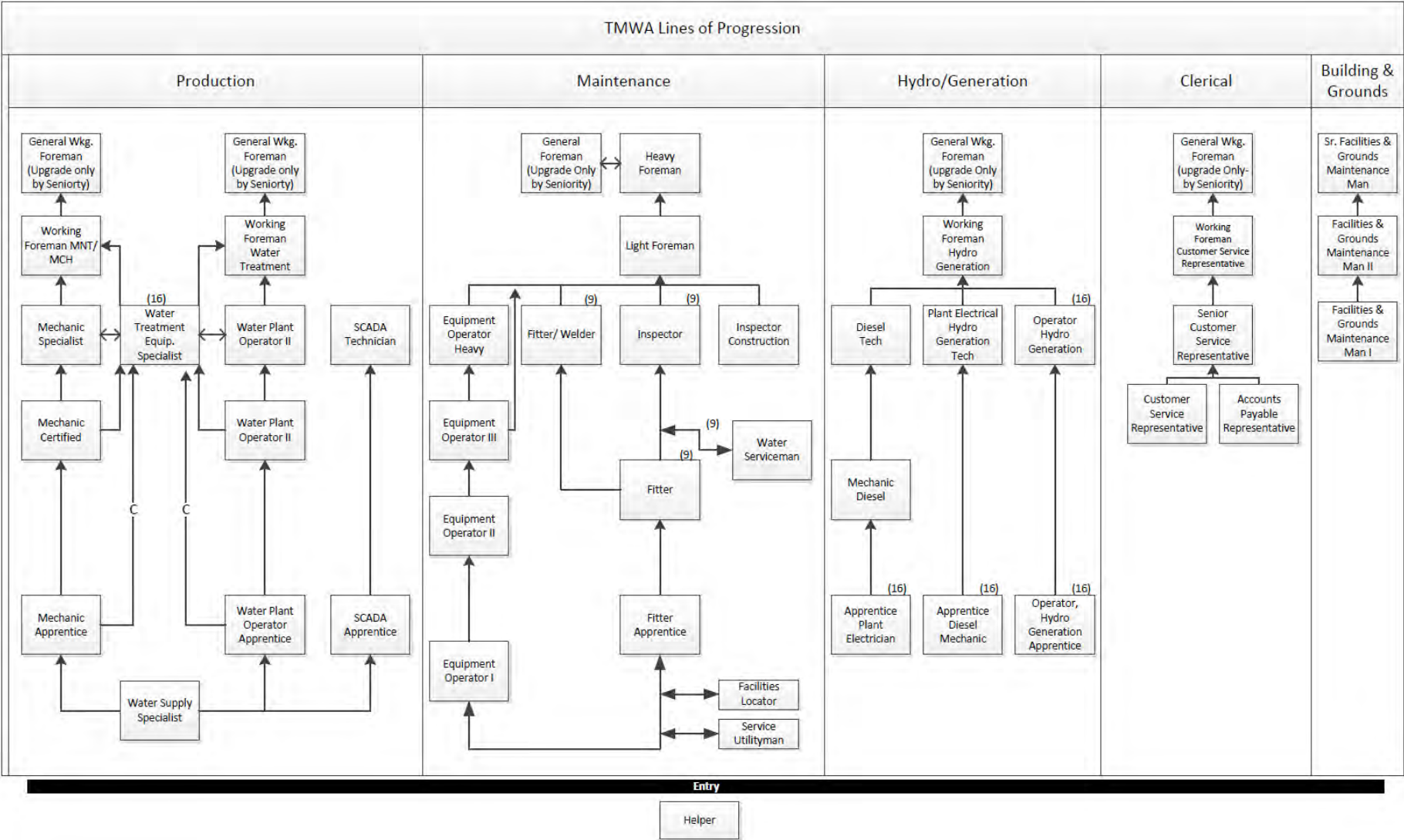
BIDDING NOTES

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. Classifications labeled (9) shall be considered as "B" bids to Light and Heavy Working Foreman/woman. Fitters and Fitter-Welders will be considered "A" bids to Inspector. A Journeyman Fitter may carry this note to any position within the Maintenance Occupational Group. If employee bids to another Occupational Group the Bid Note #9 shall no longer be utilized. (Amended 2/2/04) (Amended 7/1/09)
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)
 - 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 IV
EXHIBIT "C" (1) – Lines of Progression Diagram
(Amended 7/1/2012)



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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:

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

2. NON-VOLUNTARY:

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

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

D. PERSONAL HARDSHIP

- 1. When an employee feels that an out-of-town assignment will create a personal hardship 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.

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ATTACHMENT VIII
EMERGENCY RESPONSE PROGRAM
(Amended 4/5/05) (Amended 7/1/09)

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 will apply from the end of employee's shift on Friday until the beginning of employee's shift on Monday, during holidays and such other times when adequate emergency coverage is not available (Amended 1/1/98)
5. The Company shall provide an option for either (1) availability premium to employee of:

\$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:

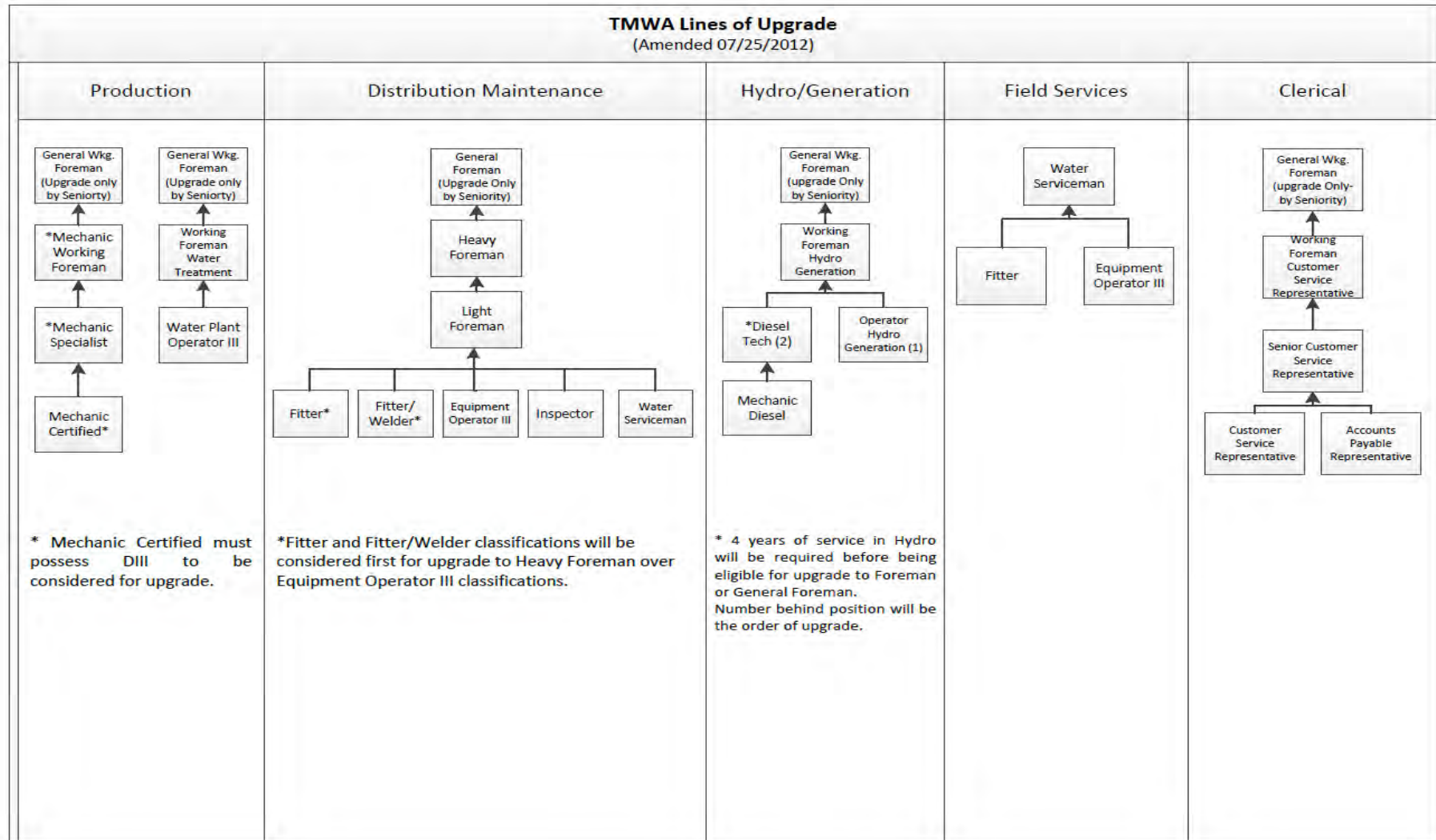
All hours will be factored at the .259/hour accrual rate. (Amended 7/1/09)

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 160 hours, after which, only premium pay will be available. (Added 1/1/98)

- 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)

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



Truckee Meadows Water Authority Fiscal Impact Assessment Summary Required by NRS 288.153

Bargaining Unit: International Brotherhood of Electrical Workers (IBEW) Local #1245

Term: 7/1/17-6/30/21

NRS 288.153 Agreement must be approved at public hearing; report of fiscal impact of agreement. Any new, extended or modified collective bargaining agreement or similar agreement between a local government employer and an employee organization must be approved by the governing body of the local government employer at a public hearing. The chief executive officer of the local government shall report to the local government the fiscal impact of the agreement.

Contract Changes with Fiscal Impact

SHORT DESCRIPTION	WAGES & BENEFITS				ASSUMPTIONS
	FY18	FY19	FY20	FY21	
Wages					
FY18 3.00% General Wage Increase (GWI)	\$87,750				Based on FY17 actuals
FY19 3.00% General Wage Increase (GWI)		\$251,063			
FY19 2.15% Inequity Adjustments (Adj)		\$185,326			Computed using average total payroll impact of the increases associated with inequity adjustments for 44 positions.
FY20 3.00% General Wage Increase (GWI)			\$264,155		
FY21 3.00% General Wage Increase (GWI)				\$272,079	
Overtime & Callback Impacts with GWI & Adj	\$25,220	\$125,422	\$75,921	\$78,198	Based on FY17 actuals
PERS Impacts with GWI & Adj	\$26,581	\$132,192	\$80,018	\$82,419	Assumes no changes to current required employer contribution of 28%
Medicare Impacts with GWI & Adj	\$1,638	\$8,146	\$4,931	\$5,079	Assumes no changes to current required employer contribution of 1.45%
Deferred Comp Impacts with GWI & Adj	\$6,778	\$33,709	\$20,405	\$21,017	Assumes all employees contribute at least 6% taking full advantage of the deferred comp match.
Total	<u>\$147,968</u>	<u>\$735,859</u>	<u>\$445,429</u>	<u>\$458,792</u>	



STAFF REPORT

TO: Board of Directors
FROM: Mark Foree, General Manager
DATE: February 12, 2018
SUBJECT: General Manager's Report

Attached please find the written reports from the Management team including the Operations Report (*Attachment A*), the Customer Services Report (*Attachment B*), and the Water Resource and the Annexation Activity Report (*Attachment C*).

Also included in your agenda packet are press clippings from January 11, 2018 through February 14, 2018.

Water Project Review Update: Attached is a status update regarding the water project review process as requested by the cities and county along with TMWA at the November 6 concurrent meeting. NDEP has now had three stakeholder meetings regarding changes to the NAC Water System Design and Construction Regulations that are intended to provide more clarity and more design flexibility that will help streamline approvals. NDEP is also working on an interlocal agreement with TMWA and the District Health Department that would expand TMWA's role as a large water purveyor in ensuring compliance with NAC regulations as they pertain to subdivisions and distribution system construction.

Also attached, are copies of the Smart About Water displays that will be set up outside the chambers of City of Reno and Washoe County, in TMWA's main lobby and inside Sparks Library. These displays will be rotated from February through April.

Date: February 5, 2018

To: Sabra Newby, Reno City Manager
Steve Driscoll, Sparks City Manager
John Slaughter, Washoe County Manager

From: Greg Lovato, Administrator, Nevada Department of Environmental Protection (NDEP)
Kevin Dick, District Health Officer, Washoe County Health District (WCHD)
Mark Foree, General Manager, Truckee Meadows Water Authority (TMWA)

Subject: Quarterly Update on Water Project Plan Review

This update is provided as requested during the November 6, 2017 Concurrent Meeting regarding Water Projects.

Reinstatement and Expansion of TMWA Waiver:

Following issuance of a water project review waiver to TMWA on December 4, 2017, NDEP, WCHD and TMWA have continued discussion regarding additional progress toward re-defining roles and responsibilities related to review of water system design. This process is on a parallel path with the NAC Revision Workgroup, as neither statutory nor regulatory revisions are necessary to accomplish this effort. The NDEP is actively discussing expansion of the large water purveyors' role for ensuring compliance with Nevada's Engineering Design, Construction, Operation and Maintenance regulations as they pertain to subdivisions and distribution system construction. The NDEP is pursuing preparation of an Interlocal Cooperative Agreement by and between NDEP, WCHD and TMWA. The NDEP expects to share a draft of the Agreement with the signatory agencies in mid-February, and more broadly thereafter, targeting finalization of the Agreement by June.

NAC Revision Process:

The NAC Revision Workgroup has held three meetings to date, occurring every three weeks. The Workgroup has doubled in size based on interest, and approximately 30 people are included in communications. High priority issues for revision are progressing with widespread input. The NDEP is evaluating the possibility of fast tracking some regulatory amendments on a shorter timeline than has been proposed for completion in October 2018.

Process Improvement:

As of February 5, 2018, the City of Reno has now arranged a courier service to deliver plans to WCHD Environmental Health Services (EHS). This replaces our previous arrangement that required EHS professional staff to transport plans to and from the City of Reno and is intended to expedite plan delivery and provide staff additional staff time for plan review.

The City of Reno has established a City goal to review plans in ten (10) working days or less. Currently, in the third quarter of FY18, WCHD's average turnaround time has been eleven (11) working days. WCHD is engaged in discussions with the City of Reno Community Development Department regarding funding to support a WCHD plan reviewer with a goal of providing swift review of plans for projects in the City of Reno. Ultimately, the City of Reno's Building Enterprise Fund Advisory Committee (BEFAC), the Reno City Council, and the District Board of Health will need to approve this funding. This funding and the position are being incorporated in the draft FY 2019 WCHD budget, so that if an agreement is reached, the WCHD FY 2019 budget will not require amendment.

WCHD has also been working with the Washoe County Community Services Department (CSD) to identify efficiencies and opportunities to expedite review of plans in unincorporated Washoe County. WCHD, CSD, and Washoe County Technology Services (TS) are currently working to design and build an improved Building Module Health Workflow in Accela. This workflow is designed to streamline Health District reviews and improve reporting for review times, workload, revisions, financials, and other data needs. The Workflow will be built and tested in Washoe County with the expectation that once it is functional in the Washoe County/WCHD workflow, it can be added to workflow modules with the Cities of Reno and Sparks to improve WCHD plan review and reporting for each entity.

Since June 1, 2017, TMWA is meeting all new business turnaround goals.

We've taken the "Smart About Water" campaign to locations around our community. Beginning this week, we have placed four "traveling exhibits" in key civic gathering points. These exhibits offer information on regional water resources and how they are both managed and delivered to the tap. The four versions of the exhibit will be circulating and changed out monthly at our display locations. These exhibits align with the Water Leadership Platform and proactive education and awareness that were central to our "Smart About Water Day" in October.

Look for the displays outside chambers at the City of Reno and Washoe County, in TMWA's main lobby and inside the Sparks Library. A big thank you goes out to our staff subject matter experts who, as always, made themselves available to help us produce an outstanding product.

The four exhibits cover the following topics:

1. Water When We Need It: The Truckee River Operating Agreement

- *Gives perspective on key differences of water storage before and after TROA.*
- *Shows how TROA adjusts water usage in normal vs. dry years.*
- *Provides a 20-year projection of water storage modeled after a 2008-2014 repeating trend.*

2. Standards for Quality: Drinking Water in the Truckee Meadows

- *Confirms ways TMWA ensures transparency in online and in formal reports.*
- *Highlights the credentials and awards given to our Water Quality department.*
- *Demonstrates facts about the rigorous testing done to confirm quality levels in our region.*

3. Advancing Our Infrastructure: Serving the Dynamic Needs of the Truckee Meadows

- *Outlines major infrastructure improvements planned in the coming year.*
- *Reflects on major projects and related benefits to customers over the past 15 years.*
- *Projects percentage of investment spending by category in the 2018-2022 Capital Improvement Plan.*

4. Putting Knowledge to Work: Solutions that Produce Results for Customers

- *Spotlights engineered solutions that improve reliability and ultimately save money.*
- *Identifies key community initiatives and partnerships.*
- *Provides emphasis regarding TMWA's highly efficient staff and our financial diligence, with notations from the American Water Works Association and Moody's Investor's Services.*

Each exhibit also includes a multi-media component, with QR codes that when scanned will take browsers directly to videos and other content that supports the materials. Finally, each display will hold hard copies of our 2017 Water Quality Report and our Smart About Water Infographic for citizens to take home.

This is a continued outreach of our multi-year communication plan approved last Spring, creating a broader base of understanding about water resource management and operations in the Truckee Meadows.



Staying Current: Water When We Need It

Water Negotiation Milestones

- 1902**
Bureau of Reclamation starts Newlands Project
Created a water supply for Nevada farmers.
- 1909**
Federal control of the Lake Tahoe Dam begins
- 1913**
US vs. Orr Ditch Water Company
Court case begins.
- 1915**
Truckee River General Electric Decree
Established seasonal Floriston Rates.
- 1935**
Truckee River Agreement signed
Established Lake Tahoe levels and the construction of Boca Reservoir.
- 1944**
US vs. Orr Ditch settled (The 'Orr Ditch Decree')
Established all water rights on the Truckee River system.
- 1971**
Interstate Compact Approved by both NV and CA Legislatures
Compact fails to be ratified by Congress.
- 1990**
Truckee-Carson-Pyramid Lake Water Rights Settlement
Congressionally-ratified operating agreement between Sierra Pacific Power Co. and the Pyramid Lake Tribe.
- 2008**
Truckee River Operating Agreement - Signed by all parties
- 2015**
Truckee River Operating Agreement - Implemented
After a 26-year negotiation, a comprehensive river and operations framework begins.

THE TRUCKEE RIVER OPERATING AGREEMENT

The Transformation of Water Supply Management for the Truckee Meadows
 Simply stated, the Truckee River Operating Agreement (TROA) modernizes how Truckee River water is managed and this has direct benefits for the residents of Reno, Sparks and Washoe County.

That Was Then: This Is Now:

The earliest diversions of water from the Truckee River can be traced to the Comstock mining boom of the 1860s. Flumes transported lumber for building, turbines provided hydropower, settlements expanded and agriculture developed. Since these early years, the consumptive and non-consumptive uses of the river have shifted greatly. As demonstrated by the timeline to the left, many of these shifts spurred a series of settlements among river users.

After 26 years of mediation and compromise, the outcome of TROA allows for more dynamic management of the river to meet present-day needs of the region.

Specifically, for the Truckee Meadows this means:

1. TROA allows for more efficient use of available reservoir storage when it's needed most.
2. TMWA can retain stored water during drought cycles that is saved by conservation efforts, helping to bolster supply if dry conditions continue.
3. While minimum flow rates for the Truckee River still must be maintained, portions of TMWA-owned water can be held back for later use.

The primary signatories of TROA are the Truckee Meadow Water Authority, the State of Nevada, the State of California, the U.S. Department of the Interior and the Pyramid Lake Paiute Tribe.

Normal Years vs. Dry Years Comparison: How Usage of the Truckee River Adjusts



What About Our Extreme Weather Cycles?

While TMWA will always employ high standards in water resource management and promote responsible water use, the 20-year projection of Total Surface Water Storage shown below demonstrates how TROA protects our community from worst-case scenarios.

Repeating this 8-year weather cycle over a 20-year time span:
 Modeling Worst Drought on Record (1987-1994)



Grab Your Phone and Scan This Code
 See the total water stored across our reservoir system today.





Staying Current: Advancing Our Infrastructure

SERVING THE DYNAMIC NEEDS OF THE TRUCKEE MEADOWS OUR WATER INFRASTRUCTURE

With ever-fluctuating temperatures and weather patterns to test our system, the delivery of high-quality water is an around-the-clock job that demands vigilant attention 365 days of the year. Beyond constant maintenance, large infrastructure improvements have occurred (totaling more than \$550 million since 2001) that make our system more efficient, diverse and dependable.

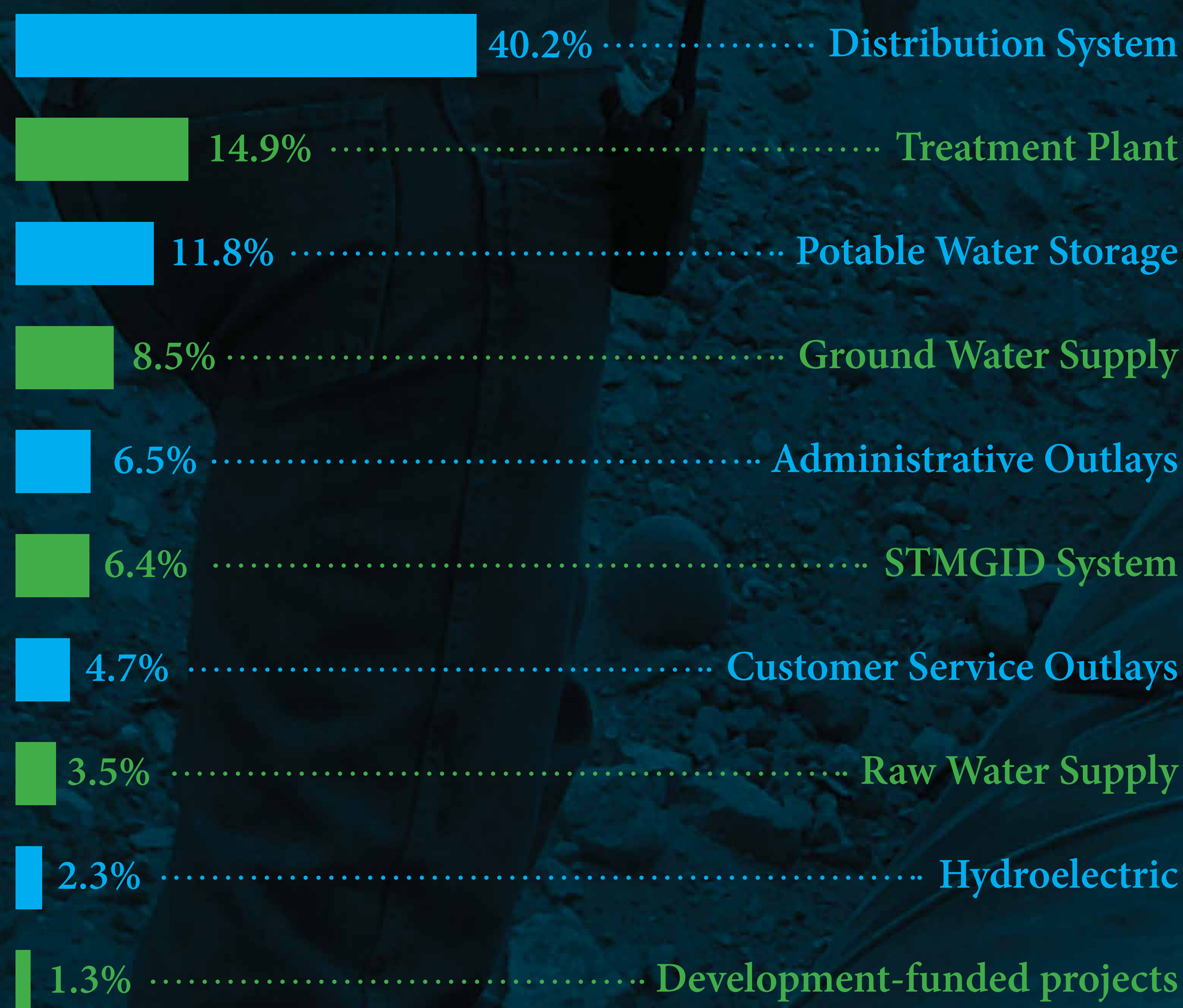
2018 Projects

- ✓ Peavine Tank Replacement*
- ✓ Arrowcreek Drought Response, Phase 2
- ✓ Main Line Replacements:
 - ✓ 4th Street
 - ✓ Prater Way
 - ✓ South Virginia*
- ✓ Mt. Rose Treatment Plant*
- ✓ Satellite Hills Booster Pump Station Replacement
- ✓ Verdi Main Extension

*Active Now

Next 5 Years

Projected Improvement Areas



(\$) 2018-2022 INVESTMENT ESTIMATE \$172.8M (\$)

Notable Past Projects

These types of projects optimize surface water distribution and reduce demand on groundwater.

2001-2005

Wells Avenue

Water Project

- Replaced aging water mains, auxiliary pipelines and fire hydrants.
- Improved service for residents and customers.
- Coordinated effort with power, city and transportation agencies.
- Multiple layers of improvements done at once for efficiency.

Chalk Bluff

Treatment Plant Expansion

- Expanded treatment capacity by 14 Million Gallons per Day (MGD).
- Increased total production capacity to 90 MGD.
- Added state-of-the-art capabilities across all phases of water treatment.

2006-2010

Highland Canal System & Mogul Bypass

- Installed 3 miles of underground pipeline.
- Expanded water delivery from 55 MGD to 95 MGD.
- Reduced pumping station dependency with a gravity-powered inverted siphon.
- Siphoning offsets \$400,000 per year in power costs formerly spent on pumping.

2011-2017

Zolezzi Pump Station

Installation

- Delivers surface water from the Truckee River to South Reno.
- Reduces dependence on well water.
- Stabilizes aquifer water levels.

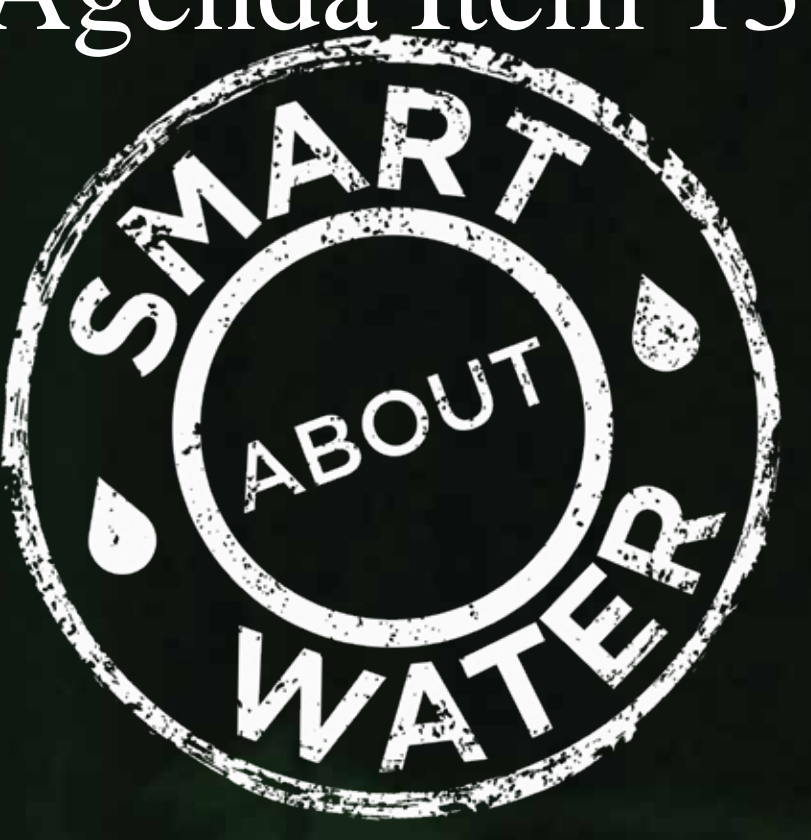
Fish Springs

Integration

- Delivers groundwater from Honey Lake Valley into TMWA's Stead/Lemmon Valley system.
- Reduces dependence on local well water.
- Stabilizes local aquifer water levels.

Did you know... There are 1,960 miles of main lines delivering water beneath our streets. (In a straight line, it's enough pipe to deliver water to Lake Michigan!)





Staying Current: Standards for Quality

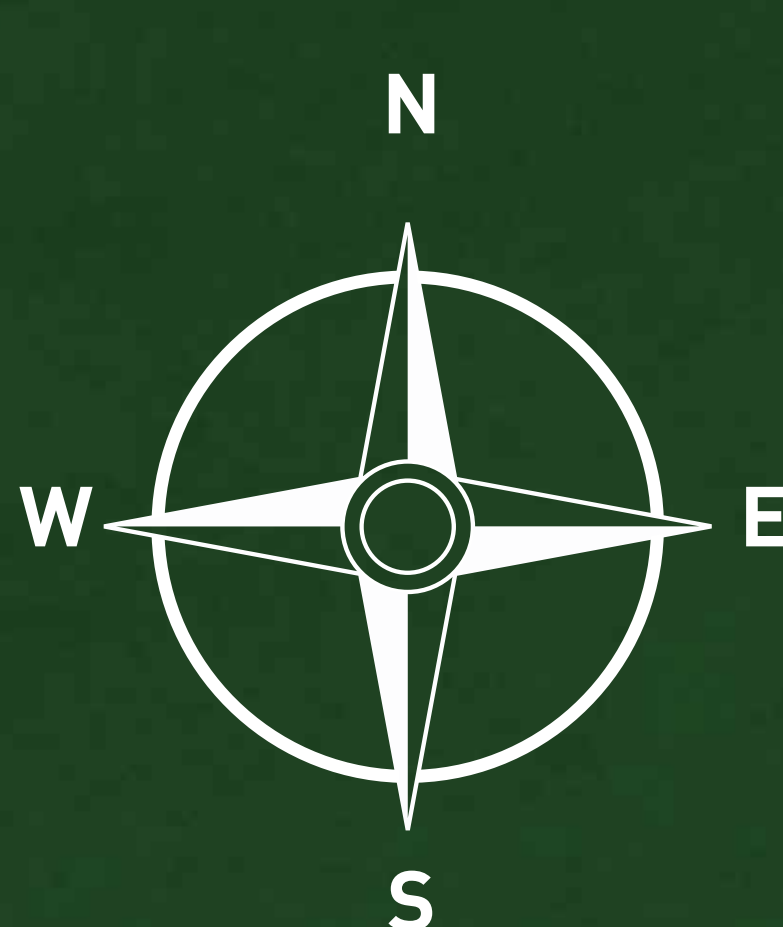
QUALITY DRINKING WATER IN THE TRUCKEE MEADOWS

Much attention is rightfully placed on the excellent mountain-fed water source we enjoy. It's literally the luck of the draw that we live downstream from Lake Tahoe. Still, a tremendous effort must go into delivering high-quality water to over 385,000 residents.

WATER YOU DON'T HAVE TO WONDER ABOUT



TMWA Service Area Boundary



Transparent Results

Online sample results are available for each of TMWA's 26 regions (see map). These results are updated at least once every three months. TMWA also provides a yearly Water Quality Report for each of its six systems. This report gives TMWA customers a comprehensive understanding about the quality of our drinking water, with reference to standards set by the EPA.

Rigorous Testing

More than 1,000 samples are tested each month from 185 residences, businesses, schools and other locations across TMWA's service territory. On-line analyzers continuously monitor water quality at our treatment plants and more than 150 samples are collected on a daily basis to manually confirm the output from our instruments.

Process Excellence

Across 52,000 municipal water systems in the country, TMWA's Chalk Bluff Treatment Plant is in the top 5% of water treatment programs, according to the Partnership for Safe Water. TMWA also has one of only 44 labs in the country (currently) with the credentials to test for giardia and cryptosporidium in the country.

Sourced and Delivered

While just 3% of the Truckee River is consumed in a normal year, TMWA also has 90 deep water wells that can be brought into distribution. In processing from these sources, the Chalk Bluff Treatment Plant is able to produce 83,000,000 gallons of water each day. An additional 25,000,000 gallons from the Glendale plant can be produced daily during the summer months.

Choose your region and see water test results. Also available at tmwa.com/water-quality-lookup



See how water treatment works at TMWA
Short video [3:43]





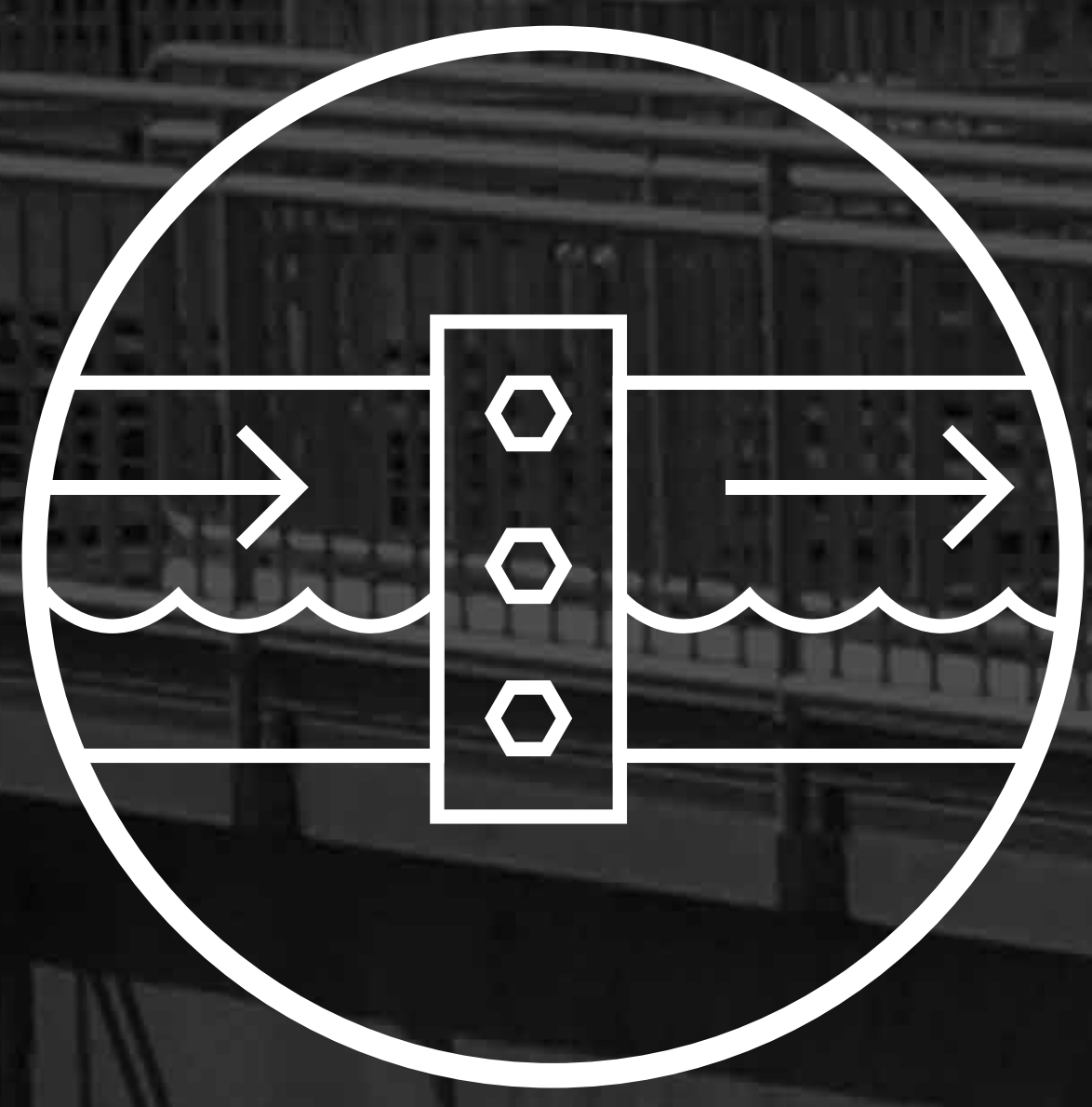
Staying Current: Putting Knowledge to Work



SOLUTIONS THROUGH SCIENCE PRODUCING RESULTS FOR TMWA CUSTOMERS

Multiple branches of physics, engineering and chemistry bring knowledge and solutions to TMWA as we continually search for better ways to make the most of the water we have.

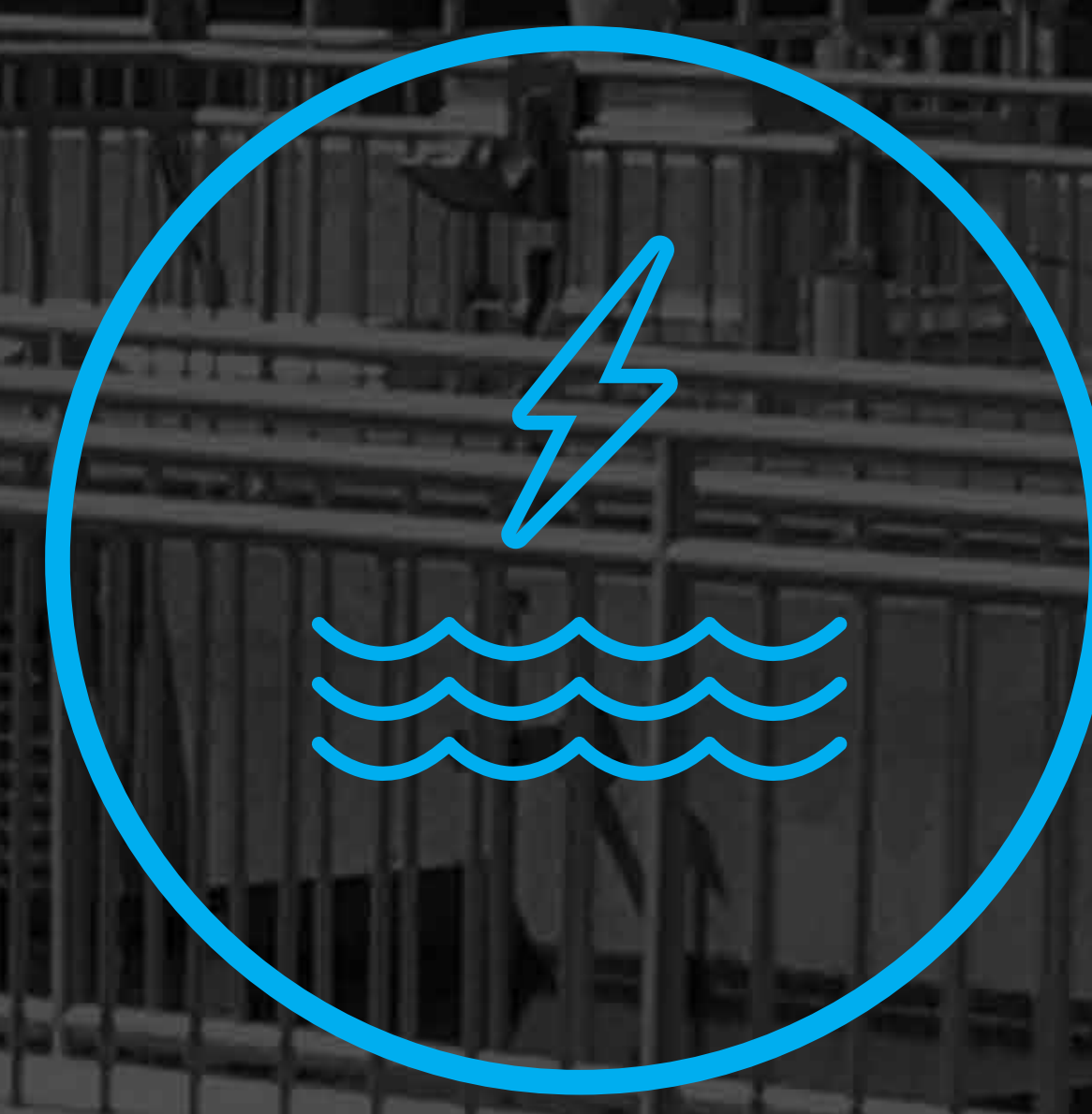
MECHANICS OF MOTION



Instead of replacing 2008's earthquake-damaged wooden flume near Mogul, TMWA invested in 3 miles of underground pipe. Containing the flow within a pipeline allows for the use of a gravity-driven, inverted-siphon effect—rather than pumping—to deliver water to the Chalk Bluff Water Treatment Plant.

✓ Annual Power Savings \$400,000

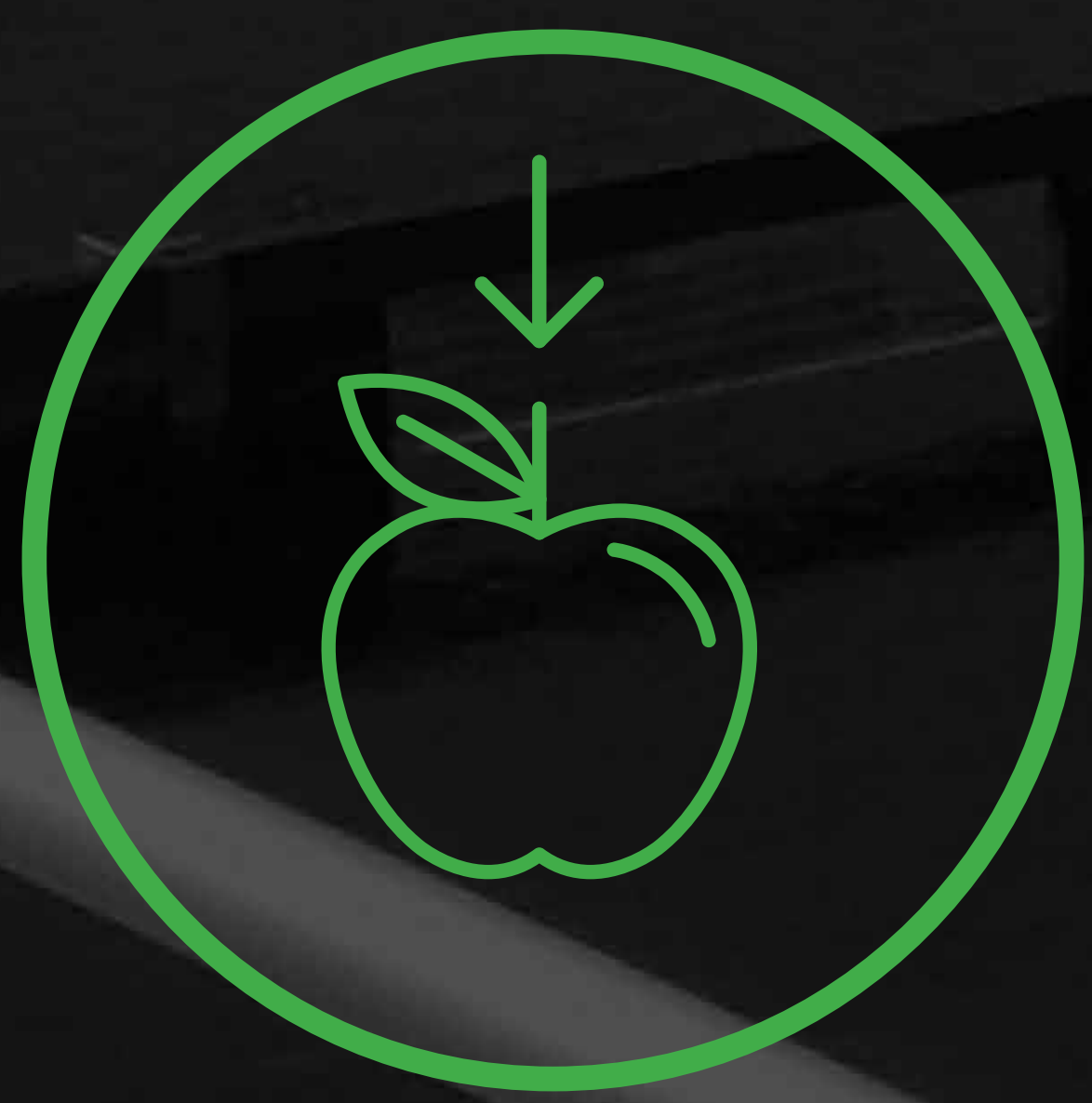
POWER OF HYDROLOGY



TMWA's three hydroelectric plants have a cascading configuration, using run-of-river forces to produce clean, renewable power. Our plants can annually generate 45,300 Megawatt hours (on average during normal years)—which is usually enough to operate both the Chalk Bluff and Glendale Treatment Plants for the entire year.

✓ Reduces Carbon Footprint

FORCES OF GRAVITY



To protect against rockslides on a 110-year-old flume section near the Fleish Hydroelectric facility, TMWA tunneled 1,100 feet into the mountainside to replace the exposed structure. Prior to this project, the last repair of 300 feet of flume came with a \$1.1 million price tag. The Fleish Tunnel eliminated this expense and returned the slope to its natural state.

✓ Eliminates Reoccurring Repairs

RESEARCH & INNOVATION



Research partnerships with Desert Research Institute and UNR's Nevada Water Innovation Campus hold promise to advance many facets of water use in our region. Additionally, TMWA's Truckee River Fund has granted \$9 million (spurring an additional \$16 million in matching funds) to 138 projects to protect and enhance water quality, water resources and the watershed of the Truckee River.

✓ Reclamation and Reuse
✓ Watershed Protection ✓ Treatment Technologies

With a staff in the top quartile of efficient utilities¹ and TMWA's prudent management practices and capital improvement planning², TMWA is ready and able to bring forward the right solutions at the right time on behalf of our community.

¹American Water Works Association, 2016

²Moody's Investor's Service, 2017





STAFF REPORT

TO: Board of Directors
THRU: Mark Foree, General Manager
FROM: Scott Estes, Director of Engineering
BY: Bill Hauck, Senior Hydrologist
DATE: February 12, 2018
SUBJECT: February 2018 Operations Report

Summary

- It appears that the region is in the midst of another dry year
- Snowpack is now significantly below normal and runoff projections are below average
- All federally operated reservoirs are at maximum flood control elevations
- TMWA's TROA storage provide the region a huge buffer against dry years
- Normal Truckee River flows are expected through 2018 and beyond
- TMWA is *still* positioned extremely well from a water supply perspective
- Hydro revenue for January 2018 was an \$287,474

(A) Water Supply

- **River Flows** - Truckee River flows at the CA/NV state line were approximately 420 cubic feet per second (CFS) this morning. Flows are expected to remain in this range either until springtime runoff occurs or the region experiences a significant precipitation event.
- **Reservoir Storage** - The elevation of Lake Tahoe is currently 6227.93 feet. This is 1.17 feet below its legal maximum storage elevation of 6229.10 feet. In addition to Donner and Independence lakes, all federally-owned and operated reservoirs are still at their respective wintertime operating elevations. Storage values as of 2/12 are as follows:

Reservoir	Current Storage (Acre-Feet)	% of Capacity (Percent)
Tahoe	600,700	81%
Boca	32,815	80%
Donner	3,585	38%
Independence	14,573	83%
Prosser	9,539	32%
Stampede	204,500	90%

Besides the storage in Donner and Independence lakes, TMWA has approximately 12,785 acre-feet of water stored between Boca and Stampede Reservoirs under the terms of TROA. TMWA’s combined back-up reservoir storage between Donner and Independence lakes and TROA is approximately 30,943 acre-feet as of this morning.

- **Snowpack** - Snowpack numbers in the Sierra aren’t very impressive. It has been exceptionally dry and warm this past month which is reflected in significantly below normal snowpack statistics. As of this morning Truckee River Basin snowpack is 42% of normal, and Lake Tahoe Basin snowpack is only 27% of normal. This has been more of a classic La Nina winter for the region with below average precipitation and above average temperatures. In addition, it appears that the odds for ending the season with a normal winter snowpack are looking less and less likely. Despite the lack of snowfall to-date, we have seen that anything can happen when it comes to Sierra-Nevada snowpack and it may be a bit too early to write it off just yet.
- **Outlook** - Despite the meager snowpack and the anticipated significantly below normal springtime runoff, this region is still positioned extremely well from a water supply perspective for 2018 and beyond. Lake Tahoe is still as high as is practical for this time of the year, and all other federally-operated reservoirs have as much water in storage as is legally permissible (at flood control levels). So, with full reservoir storage upstream, normal Truckee River flows are projected at the CA/NV state line for the next couple of years regardless of the how much snow we end up with this winter.

(B) Water Production

Demand - Customer demands are still at wintertime lows. Consumption averaged 35 MGD last week. Year-to-date consumption is 98.9% of 2017. Surface water made up 99% of TMWA’s raw water supply and groundwater the other 1% from production wells located throughout TMWA’s service territory.

(C) Hydro Production

Generation - Average Truckee River flow at Farad (CA/NV state line) for the month of January was approximately 494 cubic feet per second (CFS). The Fleish and Washoe hydropower plants were on-line and 100% available during the month. The Verdi plant was off-line three days for scheduled maintenance. Statistics for the month are as follows:

Hydro Plant	Days On-Line	Generation (Megawatt hours)	Revenue (Dollars)	Revenue (Dollars/Day)
Fleish	31	1,556	\$ 112,785	\$ 3,638
Verdi	27	1,305	\$ 93,692	\$ 3,470
Washoe	31	1,116	\$ 80,997	\$ 2,613
Totals	89	3,977	\$ 287,474	\$ 9,721



STAFF REPORT

TO: Chairman and Board Members
THRU: Mark Foree, General Manager
FROM: John Zimmerman, Manager, Water Resources
DATE: 13 February 2018
SUBJECT: **Report Water Resources and Annexation Activity**

RULE 7

Rule 7 water resource purchases and will-serve commitment sales against purchased water resources through this reporting period:

Beginning Balance	5,507.71 AF
Purchases of water rights	0.00 AF
Refunds	0.18 AF
Sales	- 98.47 AF
Adjustments	0.00 AF
Ending Balance	5,409.41 AF

Price per acre foot at report date: \$7,600

WATER SERVICE AREA ANNEXATIONS

There have been no annexations since the date of the last report.



STAFF REPORT

TO: Board of Directors
THRU: Mark Foree, General Manager
FROM: Marci Westlake, Manager Customer Service
DATE: February 21, 2018
SUBJECT: **January Customer Service Report**

The following is a summary of Customer Service activity for January 2018

Ombudsman

1 call that Marci followed up with to help the customer- Customer was happy with the outcome.
1 call that when Tami called back the customer said that the problem had been solved.
5 calls with no messages.

Communications

Customer outreach in January included:

- Laine Christman, Shawn Stoddard, John Enloe, John Zimmerman & Bill Hauck presented a Drought Response Plan- Bureau of Reclamation Federal Grant: Drought Contingency Response Plan. Presented methods, projections and results. There were 4 attendees.

Conservation (January 1 – December 31)

- 2 Water Watcher Contacts
- 116 Water Usage Reviews

Customer Calls – January

- 8,188 phone calls handled
- Average handling time – 4 minutes, 21 seconds per call
- Average speed of answer – 20 seconds per call

Billing – January

- 126,817 bills issued
- 9 (<.1%) corrected bills
- 16,057 customers (12.6%) have signed up for paperless billing to date.

Service Orders –January (% is rounded)

- 7,262 service orders taken
- 3,088 (43%) move-ins / move-outs
- 971 (13%) cut-out-for-non-payment and cut-in after receiving payments, including deposits and checks for tamper
- 1,118 (16%) zero consumption meter checks
- 279 (4%) re-read meters
- 734 (10%) new meter sets and meter/register/ERT exchanges and equipment checks
- 301 (4%) problems / emergencies, including cut-out for customer repairs, dirty water, no water, leaks, pressure complaints, safety issues, installing water meter blankets, etc.
- 108 (1%) high-bill complaints / audit and water usage review requests
- 663 (9%) various other service orders

Remittance – January

- 28,582 mailed-in payments
- 26,427 electronic payments
- 30,702 payments via RapidPay (EFT)
- 18,485 one-time bank account payments
- 6,813 credit card payments
- 3,475 store payments
- 1,052 payments via drop box or at front desk

Collections –January

- 16,988 accounts received a late charge
- Mailed 8,856 10-day delinquent notices, 6.0% of accounts
- Mailed 1,484 48-hour delinquent notices, 1.2% of accounts
- 262 accounts eligible for disconnect
- 297 accounts actually disconnected (including accounts that had been disconnected-for-non-payment that presented NSF checks for their reconnection)
- 0.20% write-off to revenue

Meter Statistics – Fiscal Year to January 31

- 0 meter retrofits completed
- 846 meter exchanges completed
- 1,283 new business meter sets completed
- 124,104 meters currently installed



TMWA Board Meeting

Wednesday, February 21, 2018

Press Clippings

January 10, 2018 – February 14, 2018



TMWA Hosts Open House on Drought Response Planning

January 5, 2018 Carla O'Day



Truckee Meadows Water Authority (TMWA) has scheduled an open house to provide information on its drought response planning feasibility study from 5:30 to 7 p.m. Jan. 9 at its administrative office, 1355 Capital Blvd.

The study is funded jointly by TMWA and the federal Bureau of Reclamation under the WaterSMART Grant. The bureau manages water and power in the western United States. TMWA, University of Nevada, Reno, and Desert Research Institute conducted the study.

Formerly known as Challenge Grants, WaterSMART Grants provide 50/50 cost share funding to water districts or local governments with water or power delivery authority. Projects should seek to conserve and use water more efficiently, increase the use of renewable energy, protect endangered species, or facilitate water markets, according to the Bureau of Reclamation.

Customers who attend can get information about how climate change may impact regional water supplies and the steps TMWA can take for drought resiliency. Public input regarding the study will also be accepted.

Those who are disabled and require accommodations are asked to call TMWA at 775-834-8002 at least 24 hours in advance.

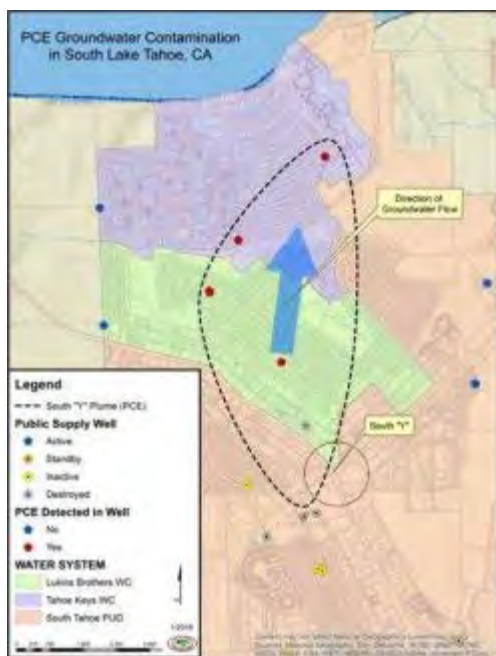
For those unable to attend, comments can also be submitted online at: http://tmwa.com/about_us/comments or by calling 775-834-8080.

Water companies to discuss contaminated drinking wells in South Lake Tahoe



Claire Cudahy
February 5, 2018

Share Tweet Comments (0)



Provided / STPUD |

South Lake Tahoe water companies are holding a public meeting to discuss the toxic plume contaminating drinking wells down by the "Y."

A toxic plume contaminating groundwater in South Lake Tahoe since the late '80s has forced the closure of several drinking water wells over the years — and on Wednesday, Feb. 7, officials from several water companies will update the public on the cleanup process.

South Tahoe Public Utility District, Lukins Brothers Water Company and Tahoe Keys Property Owners Association are hosting a public meeting to discuss the groundwater contaminant tetrachloroethylene, or PCE, which has tainted 400 acres down near the "Y" in South Lake Tahoe.

As of today, the plume has impacted five public drinking wells.

PCE is a chemical that was used as a solvent for dry cleaning clothes and degreasing metal, but eventually listed as a probable carcinogen and toxic pollutant in the late 1980s.

The PCE plume in South Lake Tahoe, at least in part, originated from Lake Tahoe Laundry Works, which operated from the 1970s until 2011 near the Y. The PCE spilled during deliveries of the chemical to its coin-operated dry cleaning unit that was in use from 1972 to 1979.

In 1989, PCE was discovered in drinking wells in South Lake Tahoe.

Parties associated with the laundromat property and responsible for its cleanup studied the site from 2003 to 2008 and began remedial work in 2010. Prior to that, STPUD and TKPOA installed treatment facilities to remove PCE from their wells with varying degrees of success. LBWC stopped using wells where PCE was detected.

Last May, the Lahontan Regional Water Quality Control Board issued an order calling for additional study and remedial work by the responsible parties. At the same time, they admitted it is possible that there are other parties responsible for portions of the PCE, and further investigation is needed.

Wednesday's meeting will be held from 6 – 7:30 p.m. at the South Lake Tahoe Airport in the City Council Chambers. Attendees will "learn more about PCE and what local water agencies are doing to make sure you have access to clean water," according to a press release from STPUD.

For more information, visit <http://www.stpud.us/groundwater>.

Share Tweet

Reservoirs near winter-time capacity: What that means.

By [Ed Pearce](#) |

Posted: Mon 6:12 PM, Jan 08, 2018 |

Updated: Mon 9:03 PM, Jan 08, 2018

BOCA RESERVOIR, Calif. (KOLO) The rules that manage the Truckee River system mandate that enough room be left in upstream reservoirs to handle potential winter-time floods. As of January 8, 2018, those reservoirs are almost at the maximum levels allowed during the winter. Tahoe is almost full and only Boca has a little room left and in the next few days it will be at that maximum level.



[Link to video here.](#)

When that happens, any water added there or elsewhere in the Truckee system will be passed through, sent downstream.

"When the river gets above a certain point, which is 6,000 cfs (cubic feet per second), we have to shut the releases off, and fill that empty space," says Federal Watermaster Chad Blanchard. "If it's below 6,000, which it is unless we're flooding, then we have to just pass that water through and let it go down."

So as rain falls in the Sierra we may see the Truckee running higher than we may be used to seeing it this time of year.

"It's really good for Pyramid Lake but it doesn't do much for our water supply."

It is--he notes--a good problem to have, though; if our snow pack continues to be anemic, it could leave these reservoirs with less than they might have had come spring.

"So we want to see the snow pack build because that's our biggest reservoir. That is pretty dismal at this point. So the reservoirs are good, but the snow pack is not good, which means in the spring time when it comes time to fill that flood space and top off the reservoirs, if we don't have enough snow we can't fill them up."

And though we'd like to have all the reservoirs filled come the summer, last year left us with plenty to get by for the next few years.

This is all true for the Truckee. The Carson River system is much different. With no upstream storage it's totally dependent on the snow pack which so far, is--as we said--anemic.

Belkin's smart water assistant automatically monitors your water supply

The first product from Belkin's Phyn water company

By Chaim.Gartenberg@cgartenberg Jan 8, 2018, 11:00am EST

In 2016, [Belkin announced Phyn](#), a new company that would focus on creating products for smart water management in partnership with plumbing and infrastructure company Uponor.

Now, at CES 2018, Phyn is announcing its first consumer product, the Phyn Plus, a smart water monitoring system for homes. Customers install the Phyn Plus — which looks kind of like a glowing nuclear battery that attaches to your water main — directly into their plumbing system, where the device is able to monitor tiny changes in water pressure to track water usage and identify blockages, burst pipes, and leaks. The device is also capable of automatically shutting off water in the event of larger issues, which could save you from larger problems in the long run.

Phyn says that it's spent the last year in pilot programs to build an accurate data set of things like toilet flushes and shower and sink flows, so that the Phyn Plus can automatically detect what's normal activity and what isn't. The Phyn Plus itself works by measuring changes in water pressure 240 times a second, which the company says gives it accurate enough sensing to detect even tiny pinhole leaks in your pipes. The device also includes flow and temperature sensors for making sure that, say, your pipes haven't frozen over while you were away.

Phyn is kind of late to the game, though. Plenty of other water monitoring devices have made it to market in the two years since Belkin first announced the venture, which was originally born of a WeMo Water project in 2015. Products like [Buoy](#) or [Flo](#) look to do the same things that Phyn does, and none of those have exactly taken off as must-have devices in the same way that something like a smart thermostat has. Ultimately, anyone who can afford almost a thousand dollars for a water monitoring sensor probably isn't someone who is too careful about how much their water bill is in the first place.

There's also an [entire cottage industry of Wi-Fi-connected water sensors](#) that look to measure leaks after they've occurred and notify you about it [from companies like D-Link](#) that cost in the \$30 to \$50 range. And while those aren't offering quite the same level of protection that Phyn is promising with its ability to detect leaks directly from the water main, they also cost \$800 less.

Phyn's best bet will probably be to work with water utilities directly to try and subsidize the price of the devices to get customers to install them in hopes of actually saving water (similar to what companies like [Nest do with energy utilities](#)) but for now the company hasn't announced any plans to do so yet.

Phyn Plus will be out sometime this spring for \$850, but you'll only be able to get it installed by Uponor's Pro Squad of "expertly trained plumbers and water specialists." Phyn says that the Phyn Plus will be available in 30 cities with "the highest prevalence of leaks, water usage, and aggressive water" in the country, including New York, Los Angeles, Chicago, Philadelphia, Dallas / Fort Worth, San Francisco, Washington, DC, Houston, Atlanta, Phoenix, Toronto, and Minneapolis. Installation costs will apparently vary by market, on top of the \$850 for the device itself.

Storm dumps 18 inches of snow, heavy rain in Sierra Nevada

By AP |

Posted: Wed 12:47 AM, Jan 10, 2018



RENO, Nev. (AP) - A winter storm that killed at least eight people in California dumped more than a foot of snow and an inch of heavy rain on the Sierra Nevada.

The National Weather Service in Reno reported Tuesday that 18 inches of snow fell on the top of Mammoth Mountain south of Yosemite National Park.

About 5 inches of snow was recorded at Sugarbowl ski resort near Truckee, California, and 3 inches at South Lake Tahoe and the Mount Rose ski resort near Reno.

About 1.3 inches of rain fell at Alpine Meadows southwest of Tahoe, 1.2 inches at Donner Lake near Truckee and one-third inch in the foothills around Reno.

The weather service canceled a winter weather advisory for the area but said an additional 1 to 2 inches of snow was possible Tuesday evening above 8,000 feet.

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[Wednesday Web Weather](#)

water is temporary problem

by Joe Hart

Tuesday, January 9th 2018

Nancy Proctor is one of several residents on Creekwood Drive in Reno who've noticed it lately -- rising water and puddles creeping up into her backyard.

"I was like, 'Whoa. I hope we're not going to have a big problem when a storm comes,'" she said.

Proctor's neighbor, Rosanne Busey, is another.

"It's very alarming to see water coming over the rocks," she told us.

Proctor's and Busey's homes back up to what used to be the Rosewood Lakes Golf Course and the new Southeast Connector Road, which is currently under construction.

It's an area prone to flooding when it rains. But lately, with our dry winter, the site of water outside their homes has definitely sparked some added concerns.

Nancy Proctor explained it this way: "Well, I mean when there's no rain coming in, and all of a sudden I have water in my yard."

The Regional Transportation Commission says the freeway project itself is not the culprit.

But as part of the construction, RTC did divert water from Steamboat Creek in order to finish working on two drainage culverts under Mira Loma Drive.

"We diverted Steamboat Creek to the west, which is why folks on the west side of the golf course are seeing more water right now," explained RTC's Garth Oksol.

RTC says it notified homeowners, but residents we spoke with say they had not heard anything about the water diversion.

And the day after we contacted RTC about the issue, which was Thursday, Jan. 4, the diversion was halted.

"On Friday afternoon we put Steamboat Creek back in its original channel," Oksol told us.

Neighbors in Rosewood Lakes say they hope this was a temporary issue that has now been resolved, as RTC claims. They'll be watching closely the next time it rains to see where the water ends up.

"We're afraid we're going to flood," said Busey. "We don't want water in our house, and they're not done with the road."

The good news is after our recent rain, homeowners they say they did not see an increase in the water around their homes. So that's good news for them.

RTC also says the new freeway project will actually create more space for drainage and water storage, so the agency says the project will reduce the threat of flooding in the Rosewood Lakes area.

Construction is expected to be finished in the summer.

• ISRAELI WATER TECH COMPANY WINT AND ATLANTIS CASINO RESORT SPA PARTNER TO LAUNCH PILOT PROJECT THROUGH WATERSTART

Sponsored by

ISRAEL & LAS VEGAS, NV, JAN 10, 2018 -- WaterStart, a water technology incubator based in the Las Vegas campus of the Desert Research Institute, has kicked off a new partnership with San Francisco- and Tel Aviv-based water intelligence company WINT and Atlantis Casino Resort Spa in Reno, NV. The pilot project features WINT's data-driven platform, which uses pattern recognition and sophisticated algorithms to [analyze water flow](#) and equip real estate owners and managers with actionable insights that cut costs and protect against costly water damage.

This initiative comes in the wake of Nevada and Israel's signing of a memorandum of understanding on water innovation, marking what is reportedly a first-of-its-kind collaboration agreement between a U.S. state and Israel.

The deal -- reached between Nevada's WaterStart public-private joint venture and Israel's National Technological Innovation Authority at an event organized by the U.S. Chamber of Commerce -- paves the way for Israeli water technology companies to eventually set up research and production facilities in the notoriously arid state of Nevada. The aims of the agreement are to intensify mutual cooperation in innovation, and to lay the groundwork for bilateral joint projects in the future.

RELATED: [Israel's Water Success Story](#)

Between 2005 and 2015 Israel changed its fortunes, developing five desalination plants to go from water scarce to water secure. Atlantis is the first site in Nevada to apply WINT's solution as a result of the partnership.

With offices in Tel Aviv and San Francisco, WINT is a big data company that provides an intelligent, IoT real-time [water monitoring](#), conservation, and risk mitigation solution that leverages machine learning and artificial intelligence technologies.

The company was founded in 2011 with the goal of solving two key problems that commercial real estate owners and decision makers often face:

- **Water Waste:** An independent government study estimates that commercial property owners spend ~20% of their water bills on inefficiencies, such as hidden leaks or inefficient fixtures, wasteful usage patterns, and more. WINT offers cloud-based dashboards and reporting modules designed to optimize water consumption.
- **Water Damage:** It's a leading insurance claim, yet the legacy tools that have been deployed until now to understand water use and mitigate risk are rudimentary. WINT's features include real-time alerts and automatic or remote valve shut-off in the event of emergencies.

"WINT is highly innovative, and it is producing technology that is revolutionizing the way water is managed and conserved," said WaterStart Executive Director Nate Allen. "Our partnership with internationally-based companies like WINT -- who leverage technology for water intelligence -- is incredibly important as we work to address today's global water challenges and spur economic growth for the state of Nevada."

WaterStart helps water tech companies with novel solutions find opportunities in Nevada and beyond, providing expertise and funding to test and demonstrate the viability of their product.

"Big Data and water consumption benchmarks are transforming the future of real estate and providing unprecedented opportunities at a time when water risk and conservation has never been more pressing," said WINT's CEO, Avi (Jack) Jacoby. "Together with the state of Nevada, we look forward to demonstrating a scalable model for a better world; a world of frontier water analytics and optimization that can be replicated around the globe." This collaborative project between WaterStart, WINT, and Atlantis is building a channel for Israeli water innovation technology in Nevada and the U.S. While the Atlantis may test additional WINT products at its site, discussions are underway to potentially expand the technology to another Monarch, Inc. property in Colorado.

"Partnering with WaterStart has had a profound impact on how we manage our water usage at Atlantis. The analytics we receive from the program have helped us put processes into place that help us to better utilize our resources to conserve more water and ultimately, to save money," said Atlantis Casino Corporate Director of Engineering Perry Sanders. "Atlantis is thankful to be the pilot program with WINT and to assist them in establishing a foothold in the United States and grow their business here. We are thrilled that our partnership will lead to additional jobs in Reno and that WINT will become a part of the economic boom the city is currently experiencing.

About WaterStart

WaterStart is a cluster of global leaders in the implementation of water innovation. Based in Las Vegas, WaterStart leverages the strategic resources and expertise of its network to evaluate and demonstrate the performance of water innovation. As a channel for innovation, WaterStart accelerates the rate of adoption of new solutions to real challenges facing water management agencies and large consumers. For more information, visit www.waterstart.com.

About WINT

WINT is SaaS company with offices in San Francisco, CA, and Tel Aviv, IL. The WINT solution and software platform leverages AMR/AMI infrastructure, IOT endpoints, and a unique set of algorithms to enhance the discovery, interpretation, and analysis of meaningful patterns in water consumption data in real-time in order to lower water-related costs for CRE owners and managers, proactively identify potentially disastrous leaks and anomalies, and conserve our world's most precious resource. To learn more about WINT, visit wintwi.com.

StoneGate Development in Cold Springs Goes Back Before City Council

January 9, 2018 Bob Conrad Website Facebook Twitter LinkedIn



The **controversial StoneGate development planned for Cold Springs** goes back in front of the Reno City Council tomorrow. The development promises 5,000 residential units developed over the next 20 years.

Council kicked the project back to developers in November in a near unanimous — 6 to 1 — decision to come back to council tomorrow.

Developers have since attempted to address concerns about the development and maintain that the project will provide significant economic benefit to the city. City staff said:

*At the November 15, 2017 Reno City Council meeting, the requested application for a Master Plan Amendment, zoning map amendment and associated Planned Unit Development tentative handbook was considered. During discussion, members of the City Council had questions regarding traffic options and availability for provision of services and infrastructure. The City Council also received correspondence from the applicant that included a fiscal impact analysis of the StoneGate site. **The City Council had questions related to the applicant's plans to provide water and wastewater services to the site.** Council members discussed the findings regarding infrastructure and services, including Police and Fire.*

The City Council continued the public hearing to January 10, 2018 in order to allow the applicant time to work with the City and other agencies to further address issues related to the items discussed above and to allow staff time to review and respond to the fiscal analysis. The previous public hearing staff reports are included as attachments to the November 15, 2017 City Council Report and are attached to this report for reference.

Council requested additional materials that related to provision of water and sanitary sewer services as well as drafts of the Fire and Public Safety Agreement and Parks Agreement so that this additional information could be considered in conjunction with the review of the PUD handbook.

Since the November 15, 2017 City Council meeting, staff has received letters from the Truckee Meadows Water Authority (TMWA) regarding water services and from Washoe County Community Services regarding the County's ability to provide wastewater and treated effluent services.

North Valleys residents are vocally against StoneGate and have documented a [litany of concerns](#) about information presented by developers.

Cold Springs' Rebecca Marko said: "I am very concerned about our understaffed police department being stretched even further out of the city core. Statistically, the city of Reno would need to hire 141 police officers just to bring us to the national average for our population in 2016 for a city our size, and the city staff discovered that the StoneGate development will create a tax deficit after 10 years. We could see the budget crisis of 2012 all over again."

Traffic, schools, fire service, sewage treatment, and wildlife impacts are other concerns expressed by residents.

Local activist Bob Fulkerson, with the Progressive Leadership Alliance of Nevada, supports the opposition to the development. He called it, "one of the worst, sprawling developments in our town's history... It is premature, irreversible, and spreads threadbare services."

Council is scheduled to hear the matter tomorrow at City Hall at 4 p.m. or later.



StoneGate project location. Image: Screen grab from TrafficWorks study / City of Reno public record.

Will Cape Town be the first city to run

out of water?

By Gabriella Mulligan Technology of Business reporter

• 12 January 2018



Image

copyrightGETTY IMAGESImage caption There's water all around Cape Town, South Africa, but little of it is drinkable

Cape Town, home to Table Mountain, African penguins, sunshine and sea, is a world-renowned tourist destination. But it could also become famous for being the first major city in the world to run out of water.

Most recent projections suggest that its water could run out as early as March. The crisis has been caused by three years of very low rainfall, coupled with increasing consumption by a growing population.

The local government is racing to address the situation, with desalination plants to make sea water drinkable, groundwater collection projects, and water recycling programmes.

▪ **Graphene sieve makes seawater drinkable**

Meanwhile Cape Town's four million residents are being urged to conserve water and use no more than 87 litres (19 gallons) a day. Car washing and filling up swimming pools has been banned. **And the visiting Indian cricket team were told to limit their post-match showers to two minutes.**



Image copyrightGETTY

IMAGESImage caption South Africa's Western Cape region is suffering its worst water shortage in more than a hundred years

Such water-related problems are not confined to Cape Town, of course.

Nearly 850 million people globally lack access to safe drinking water, says the World Health Organization, and droughts are increasing.

So it seems incredible that we still waste so much of this essential natural resource. In developing and emerging countries, up to 80% of water is lost through leakages, according to German environmental consultancy GIZ. Even in some areas of the US, up to 50% of water trickles away due to ageing infrastructure.

A growing number of technology companies are focusing their work on water management - applying "smart" solutions to water challenges.

For example, French company CityTaps is on a mission to streamline water access in urban homes with its smart water meters linked to an internet-based management system.

The company is first targeting poor homes in urban areas and its system, CTSuite, is currently being trialled in Niger.

Users buy "water credits" via their mobile phones and a smart meter dispenses only as much water as has been paid for. Users receive alerts when their credit balance gets low, and if they don't top up the account, the meter automatically switches off the flow.



Image

copyright CITYTAPS Image caption The CityTaps smart water meter is fairly easy to install

The utility can track water usage remotely in near real-time via the internet. A sudden spike in water outflow and a change in pressure, measured by "internet of things" sensors, can then help identify leaks across the network.

Water companies are also using drones and satellites to help spot leaks, **and in some circumstances even divining rods - despite scientific doubts, some firms say they do work.**

"The internet of things offers new avenues for technological innovation in the water field, mostly by providing real-time data that - we hope - can be used to help utilities become ever more efficient and high-performing," says Gregoire Landel, chief executive of CityTaps.

Better water management also helps save on the electricity and chemicals required to produce drinkable water.



Image

copyright CITYTAPS Image caption Families in Niger now have access to metered water they pay for via mobile phone

Meanwhile, other companies are using technology to harvest water from new sources.

US-based WaterSeer, for example, is developing a device capable of collecting water from the air.

An internal fan draws air into an underground collection chamber where the vapour condenses, making use of the earth's cooler temperatures. Solar or electricity grid-powered coolers also help the condensation process.

The company says water can be produced with "less than a 100 watts" of electricity - the power requirement of an old-fashioned light bulb.



Image

copyright WATERSEER Image caption WaterSeer's water condenser prototype is currently being tested and developed

"Individuals and businesses will pave the way for innovative solutions, as they will be able to move and adopt a series of them quicker than large utilities that are sometimes mired in regulatory constraints and rigid decision-making cultures," says Nancy Curtis, a founding partner of WaterSeer.

"However, utilities offer the opportunity to make large-scale impacts on replenishing depleting water supplies."

▪ **Can ice structures solve a Himalayan water crisis?**

A number of water-restricted municipalities in the US are exploring how WaterSeer devices could be used to improve water security, the company says. But the device is still being tested in the field, so these are early days.



Media caption How fog nets are catching water for the slums in Lima

"A community of 500 would save 40 million US gallons (150m litres; 33m gallons) of water or more each year, reducing stress on traditional surface and underground sources," argues Ms Curtis.

Technology may have its place in helping us use water more efficiently, but it is unlikely to have much impact on those without any access to water in the first place, says Alexandros Makarigakis of Unesco's international hydrological programme (IHP).

"Smart water systems cannot be expected to have much impact regarding provision of access for the unconnected. [They] are more effective in the urban context," he says.

This is echoed by Vincent Casey, senior manager at the charity WaterAid.



Image

copyright GETTY IMAGES Image caption in many rural areas around the world people have to walk miles to fetch water

"The technology to connect people to a water supply has been around since ancient Egypt. It's not a technical problem," he says.

More important is how water supplies are organised, he argues, which is an issue primarily for governments, with support from the private sector.

"The priority is mobilising resources and paying sufficient attention to the management arrangement to keep people connected," says Mr Casey.

That's not to say WaterAid eschews tech completely. It has successfully used mobile app mWater to monitor water access and existing networks.

For those with no direct-to-home supply, services like Grundfos' "water ATM", which enables people to access water from a local dispenser using a pre-paid card, are also proving useful.

But there is a sense that much of this technology is merely tinkering at the edges. The overarching issue is the potentially devastating effect of global warming on water availability and how we, collectively, endeavour to tackle it.

Apple CEO Tim Cook makes surprise visit for Reno facility groundbreaking

Apple's decision to build a data center in Reno in 2012 kickstarted a wave of big-name tech projects coming to the Reno area, as well as a new approach to economic development. Jason Hidalgo/RGJ



Buy Photo

Photos: Apple CEO Tim Cook Visits Reno

While the data center east of Reno-Sparks continued to expand through the years — Apple recently committed an extra \$1 billion on top of the \$1.6 billion it already invested in the facility — the prospects for the downtown facility seemed uncertain. The fate of Apple's downtown warehouse was especially a big deal because it was seen as a key piece for improving the blighted Tessler district, which stalled without its marquee company. The uncertainty lingered until permits showed Apple buying land at the exact same spot last year. Apple officially confirmed its plans for the facility a few months later.

The warehouse will be used to house equipment for the company's expanding data center. By moving equipment through the special downtown district, Apple can get the full benefit from the tax abatements it negotiated as part of the data center deal.

The Reno Gazette-Journal toured the Apple data center on Tuesday, which now spans 1.1 million square feet. Employment at the facility is projected to reach 100 people, according to Apple. Construction from the expansion is expected to employ 300 people.

Attendees at the event included several people who were involved in the negotiations to bring Apple's data center to the area.

Former Reno Mayor Bob Cashell says simply getting Reno's foot in the door seemed like a tall order at the time.

"The challenge was if they would actually come visit us," Cashell said.

Steve Hill, who spearheaded negotiations as the executive director of the Governor's Office of Economic Development, echoed Cashell's sentiment.

Hill credited Apple's arrival for kickstarting a wave of big-name businesses coming to the area. These include Tesla and its \$5 billion Gigafactory as well as Switch, which is building the largest data center campus in the world at the Tahoe Reno Industrial Center. Google also bought land at the same industrial park last year, with signs pointing to a new data center as well.

Not to be outdone, Apple purchased all the remaining land at the Reno Technology Park, where its data center campus is located.

Apple's arrival in 2012 was especially crucial given how the state was still suffering from the after-effects of a historic recession at the time, Hill said.

"If someone told me six years ago about the progress this city would make and the opportunities it would have moving forward, I would have taken that as an outcome that we couldn't have expected to be better," Hill said.

Gov. Sandoval, meanwhile, pointed to the number of jobs created in the state since the Apple deal. After posting the highest unemployment rate in the country during the recession, Nevada as a whole added almost 250,000 jobs after the Apple announcement as the economy improved and businesses started coming to the state.

"Apple has been the catalyst," Sandoval said.

The growth since the Apple deal, however, has also posed challenges for the area. At the top of the list is affordability as a housing crunch marked by skyrocketing median home prices and one of the highest rent increases in the nation grips Reno-Sparks.

In addition to tight housing supply due to near-zero construction during the recession, area wages also have failed to keep pace with rising housing costs.

While the Apple story and Reno's recovery has been "amazing," especially given what the region went through during the downturn, it's important to address the issues now arising in the community such as housing affordability, the school system and infrastructure, said Reno City Councilman Oscar Delgado.

Choosing job quality over job quantity, for example, can help address the affordability problem, he said.

"We should be (picky)," Delgado said when asked about the types of jobs to bring into the community.

"These are tough conversations but we need to bring these to the table."

Washoe County Commissioner Bob Lucey agreed.

As the Apples and the Teslas of the world come to Reno, it's important to maintain the quality of life that is attracting many of those companies here in the first place, Lucey said.

"As we see all this influx of businesses to the region, we need to have a balanced equation for things like housing and quality of life," Lucey said. "You don't want people to come here just to work here, you want them to live here."

Tahoe Pyramid Bikeway nearing completion: Phillips

Janet R. Phillips Published 4:00 a.m. PT Jan. 18, 2018

LimeBike is a dockless bike share company that wants to bring its bikes to Reno. This is how it would work. Mike Higdon/RGJ, Provided by LimeBike



(Photo: Provided by Janet R. Phillips)
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Janet R. Phillips is president of Tahoe Pyramid Bikeway.

Two more miles to go and the Tahoe Pyramid Bikeway through the steep, rugged Truckee Canyon west of Reno will be complete, hopefully this year.

More: [What's ahead for the Tahoe Pyramid Bikeway](#)

More: [How climate change harms Lake Tahoe and how to stop it](#)

Planning and construction bidding documents are now being prepared for the two most difficult miles to complete – the area where Interstate 80 makes that long curved descent between Floriston and Hirschdale Road. Construction is expected to begin this spring.

With a huge effort, the new path could be open in September, in time for visitors from the Interbike International Expo, the world's largest bike industry convention to be held in Reno. Construction is being split among three contracts to get the job done.

In the steepest section of the canyon, the trail will run along the hillside beneath Interstate. Long steel spikes will be driven into the hillside at a slant to stabilize the trail. Rocks and boulder will then be rolled into place below, creating a base for the trail. California State Parks chose the project for a \$2 million grant in 2015 and the bikeway group has raised more than \$300,000 in required matching funds.

Currently, there's a bikeway, bike lane or designated route for three-quarters of the 116-mile journey of the Truckee River from Lake Tahoe to Pyramid Lake. Landowner issues block the completion of the trail between Sparks and Wadsworth.

The bikeway group began tackling the Truckee Canyon five years ago and has opened a section of earthen trail through the canyon every year. Not even the Donner Party ventured into the 12-mile canyon, taking a detour at Dog Valley in Verdi and crossing what is now Stampede Reservoir to Truckee.

The project has earned four national awards and, as founder, I was named the Trail Champion of the Year by California Trails and Greenways last year. I accepted the award on behalf of the many local volunteer engineers and other professionals who have made the project possible. A trust fund recently was set up to provide for annual trail maintenance.

When opened, the Truckee Canyon ride will entice locals and visitors alike. People can choose to ride a section of the trail, as they can now, or attempt the 60-mile ride from Reno to Tahoe once complete. Last fall, a three-mile section from Hirschdale toward Floriston to the east opened. It largely follows the old highway and some of the old guardrails remain.

From the Reno side, people can ride from Crystal Peak Park in Verdi, up and down the mountain cliffs to the Fleish Bridge and on to Floriston. The trail from Floriston to the Fleish Bridge makes for an 11-mile round-trip on mostly flat land. So far, more people are hiking along the canyon trail than mountain biking.

New signage is planned for all sections of the trail this year and maps for each section can be downloaded at www.tpbikeway.org.

TMWA Approves Purchase Agreement for Private Utility

January 17, 2018 Carla O'Day



TMWA Workers Install a Water Main Pipeline. Photo:

TMWA

The Truckee Meadows Water Authority (TMWA) board on Wednesday approved an agreement to purchase assets of West Reno Water Company, which will allow it to provide service to the Verdi area later this year.

Assets include all groundwater rights at Boomtown, its RV park, the convenience store, Cabela's sporting goods store, and Dermody Properties. Meridian 120 North, owned by Reno Land Inc., and proposed developments on the south side of Interstate 80 would be served as well.

TMWA initially consulted West Reno Water about a possible purchase because the private utility only provided groundwater and there was concern over long term sustainability of the groundwater resource.

The approximately \$870,000 price tag consists of \$700,000 in water system assets, along with legal and engineering costs, pipe casting, and easement across the Truckee River.

"The land and easement issues are complicated, but we've got a good hand on the water rights issue," said John Enloe, TMWA director of natural resources, planning and management.

Facility improvements are estimated to cost TMWA between \$14 million and \$16 million.

Creation of a special assessment district to pay for system upgrades is almost unavoidable, TMWA board members said. Such districts enable infrastructure improvements while passing on cost to property owners who benefit.

"It will probably be a forced special assessment district," Reno City Councilwoman Jenny Brekhus said. "We'll have to talk about special assessment districts to property owners, so I wish we were a little further along in the process."

Since TMWA doesn't have authority to create such a district, responsibility would fall on municipalities.

"Growth needs to pay for growth," Washoe County Commissioner Vaughn Hartung said.

Reno City Councilwoman Naomi Duerr suggested the city work with experts who've helped set up special assessment districts in Nevada so things go more smoothly when the time comes to implement one.

Before final acquisition of West Reno Water, TMWA has a 120-day due diligence period to conduct studies, surveys, and other inspections it deems necessary at its expense.

What Schieve said — and didn't say — in her State of the City speech

[Anjeanette Damon](#), adamon@rgj.com Published 8:13 p.m. PT Jan. 18, 2018 | Updated 8:15 p.m. PT Jan. 18, 2018



Reno Mayor Hillary Schieve gives the State of the City Address at the Pioneer Center for the Performing Arts on Jan. 18, 2018. (Photo: Andy Barron) Buy Photo

True to form, Reno Mayor Hillary Schieve struck an optimistic tone in her third State of the City address Thursday night, seeking to put a positive spin on everything from the city's housing crunch to its shortage of police officers.

Schieve also took the opportunity to celebrate Reno's vibrant arts and culture scene from the stage of the Pioneer Center for the Performing Arts, lauded the city's progress redeveloping downtown and highlighted tech giants such as Apple that have opened up shop in the region.

"Just yesterday was another monumental event," Schieve said. "We broke ground on the new Apple facility in downtown Reno. Wasn't that incredible to have Tim Cook right here in downtown Reno? Today, we can now call Reno the Biggest Little Apple. Eat your heart out New York!"

As with her [prior speeches](#), Schieve included short videos featuring individual council members and their accomplishments from the past year. This time, however, Councilwoman Jenny Brekhus chose not to participate, saying she wasn't available at the time the video crew was producing the clips.

Near the end of her speech, Schieve had to battle an audio equipment failure. She powered through the final lines as the crowd alternately cheered her on and yelled at her to speak up.

"They said nothing could go wrong!" Schieve joked.

Here are five highlights from Schieve's speech:

Vows to turn the housing crunch around

The bulk of Schieve's speech focused on housing projects-- large and small-- that are in various stages of the construction pipeline, including the Park Lane project set to begin construction in April; the Fountain District for west downtown, which is still in the design phase; a 52-loft tower on Sierra Street; and 40 new apartments on Park Street.

"Although we are not out of the woods yet, recent construction activity has started to turn the vacancy rate curve for apartments, with around 4,000 units in the construction pipeline," Schieve said.

Schieve also said she plans to bring to council a new initiative that would fast-track affordable housing and infill projects through the planning process. Such an initiative has been in the works for more than a year.

Schieve didn't spend much time talking about homeless initiatives, which have been a major focus on the council in the last year, other than to say Reno has spent \$4 million in the last year to address the problem and will partner with Washoe County and the city of Sparks to do more.

She also said the city's lawsuit against opioid manufacturers is meant to attack a root cause of homelessness.

"I am optimistic as a community that we can make a change when it comes to caring for our homeless population," she said. "I am proud to announce that we stayed dedicated by making the pharmaceutical companies accountable for their actions by becoming one of over 200 cities in the nation to see them in court."

Public-private partnerships fill service gaps

Although the economy has turned around, Reno is still pulling itself out of budget shortfalls created during the recession. That has led to the city relying more and more on private donations and involvement in what would typically be a government responsibility.

In her speech, Schieve thanked the private donors that are helping the city fund a \$1.2 million project to improve Traner pool after it was severely vandalized last year.

She also touted the work the city is doing to create a downtown maintenance organization, which will be funded by assessments on downtown property owners but run by a private board of directors.

The organization will provide cleaning services, marketing material and will employ "ambassadors" to focus on crime prevention and connecting homeless individuals with social services.

Schieve promises more police officers, but not firefighters

Schieve acknowledged that both the city's police and fire departments are stretched thin, but congratulated them for various successes in the past year.

The fire department responded to a record 42,000 calls for service last year. The police department dedicated a full-time detective to the state's sex trafficking task force and has staffed a new motel improvement team to address unsafe living conditions for Reno's low income residents.

But as the city continues to grow at its farthest borders in Verdi and Cold Springs, Schieve made no mention of hiring new firefighters.

She did promise to continue increasing the police force, vowing to add 30 new positions by 2020. That would bring the force up to 360 officers.

"Doing more with less is a challenge our first responders combat on a daily basis," she said.

VIDEO: The Future of the Truckee River Flood Project

[January 23, 2018 ThisIsReno](#) [Website](#) [Facebook](#) [Twitter](#) [YouTube](#) [LinkedIn](#)

[HERE IS THE LINK TO VIDEO](#)

SPONSORED POST

The Truckee River Flood Management Authority (TRFMA) recaps one of its premier projects, the Virginia Street Bridge, as a key partner in the visioning and design of the project.

Jay Aldean, executive director, also talks about the Reno-Sparks Indian Colony Levee and Floodwall and the North Truckee Drain project as part of its flood protection projects, as well as some of highlights of several restoration projects.

There are approximately 45 project elements that need to be built as part of the future of the Truckee River Flood Management Project. The Flood Control Project Needs Committee (FCPNC) will be working on funding sources for the project in the coming months.

INFORMATION

A cat, a tree and a botched rescue on the Truckee. Now, we're asking where's the kitty?

Press Clips

[Sam Gross](#), sgross@rgj.com Published 3:55 p.m. PT Jan. 23, 2018 | Updated 5:20 p.m. PT Jan. 23, 2018

The Apple CEO was in Reno while the company's data center operation in Northern Nevada continues to expand. Jason Hidalgo/RGJ



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(Photo: Andy Barron/RGJ)
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One cat in Reno likely used a few of its nine lives Tuesday afternoon after a botched tree-top rescue in the middle of the Truckee River sent it tumbling 30-feet into the waters below.

The cat fell from the top of the tree and into the near-freezing water after a passerby waded across and inch-wormed his way up the tree's trunk and attempted to shew it into a backpack. After fighting the quick-paced current for about 50 feet, the jet-black cat clawed its way onto an island further downstream.

It's condition is still unknown. The water was just 32.7 degrees Fahrenheit, according to a hand-held thermometer.

Staff from the Reno-Sparks Indian Colony Tribal Health Clinic, situated on the bank of the Truckee, first saw the cat stuck in the tree two days ago.

Stacey Montooth, a spokesperson for the tribe, said they called "every agency they could think of" in an attempt to get the cat rescued, but nobody could help.

The cat was visible from the clinic's waiting room and staff was worried a patient would attempt a rescue. But they were also just worried about the cat.

Andrea Johnson Harper, director of the clinic, said the cat's black fur was covered in frost on Tuesday morning.

The clinic's staff called the Reno Fire Department, animal control, Washoe County and even a tree cutting service in hopes someone would be able to help, but nobody seemed able.

They also consulted the SPCA of Northern Nevada, who, according to Montooth, suggested the cat might be able to get down on its own.

But as the days wore on and the National Weather Service forecasted strong winds and snow for later this week, their calls became even more frantic.

"But we completely understand a rescue involves risking human life," Montooth said.

And a risk to human life was eventually what brought first responders out to the banks of the Truckee Tuesday afternoon.



Buy Photo

The black cat is carried away by the Truckee as it tries to swim to the bank. (Photo: Andy Barron/RGJ)



Buy Photo

Reno Fire searches for the cat in the area it was last seen. (Photo: Andy Barron/RGJ)

One of the clinic's staffers called 911 after a man who was wearing just sweatpants and a t-shirt attempted a rescue when he waded into the river and began climbing the tree. This prompted the Reno Fire Department, including two members of its water rescue team, to respond.

Battalion chief Dirk Minore said RFD had gotten numerous calls about the cat over the past two days.

He said RFD had visited the river bank the day before and weighed the options.

Between the tree being dead and the rushing water below, Minore said "a cat's life wasn't necessarily worth risking the life of firefighters." So they began working with Washoe County Animal Control to devise a plan to lay a trap on the small island.

But once the man waded into the water, RFD decided to "speed up that plan a little," Minore said.

By the time they responded, the man had already made his way out of the river and the cat was nowhere to be seen.

RFD firefighters and the two members of the water rescue team scoured the small island for the next 45 minutes but came up empty.

They left a trap on the island that can be visibly checked from the riverbank. Animal control will be checking the trap periodically.

It's great to be proud of Nevada growth, but where is water coming from?

Great coverage on growth in Nevada ["Nevada third-most popular state for movers who seek home to call their very own," News, Jan. 14].

Mike Kazmierski, president and CEO of the Economic Development Authority of Western Nevada, sounds so proud of "continued growth for at least the next five or 10 years."

I wonder how long he's lived here and how his bank account is doing. Tahoe has fallen below its natural rim twice in the last 20 years. During those periods, there was talk of limiting growth because the cities in the valley were running out of water. Washoe Lake was Washoe Sandbox. I haven't noted any mention of water as apartments and homes are sprouting too quickly to keep track of. I probably missed the honest projections which address the fact that we live in a desert, that weather patterns have been trending toward less precipitation and that last year's snowpack was an outlier.

Those with money will build and accrue more money. Then, as in the past, they will move on to greener pastures. Literally.

Sandra Emerson, Sparks

Changing climate, drier future prompt closer looks at cloud seeding among western water managers concerned about Colorado River. Reprinted with permission.



Wednesday, January 24, 2018

TOPICS

People in seven western states and Mexico rely on the Colorado River for their water supplies. As the climate warms, the mighty river's flows are expected to shrink – straining its ability to meet demands of cities and farms. Water managers are bracing themselves for potential shortages and therefore keeping a watchful eye on Colorado's snowpack, where much of the water originates. More snow means more runoff – so many cities, water districts, and even ski areas are participating in a little-known program to “fire up” more snowflakes from winter storms.

In much of the West, demand for water is projected to outpace supply, especially in the Colorado River basin, which provides drinking water to over 40 million people. There are various strategies to close the gap – some controversial like building new reservoirs and others more widely accepted like conservation.

[Their eyes on Colorado River, more western water managers look to cloud seeding.](#) [CLICK TO TWEET](#)

But what if you could just wave a magic wand and make it rain or snow? It's not impossible and in fact, it's been going on in the West for years.

It's called weather modification, better known as “cloud seeding.” With a changing climate and drier future, many are looking to the technique to boost snowpack in the mountains to meet growing water needs. More snow, even a small percentage can mean more runoff – and more water to cities and farms.

Back in the fall we drove with Joe Busto from the Colorado Water Conservation Board out of Fraser, Colorado, in the Rocky Mountains to see a cloud seeding operation firsthand – and meet some of the people involved. Busto says they're trying to “put extra snow in the bank where you need it for water supplies” and that cloud seeding has been shown to add anywhere from 5 to 15 percent to the snowpack.

There are about 40 total sponsors of cloud seeding in Colorado, including regional water districts, the state of Colorado, local water districts, cities, towns, counties, and nine of the state's 28 ski areas.

With us in the car is Maria Pastore, who represents some of those entities that range from Denver Water and Colorado Springs Utilities to ski areas like Winter Park, which we're not too far from as we drive. For a state with much tension around moving water across the Continental Divide, Pastore says cloud seeding is being embraced by both sides. She says they have a large group of collaborative sponsors, and cloud seeding is probably one of the arguably least contentious programs for the West Slope and East Slope partners.

Pastore's group works with ski areas for cloud seeding because you get more bang for the buck. They're already located in places that typically get a lot of snow – and they provide a recreational benefit. After folks have schussed or snowboarded across it, the snow will melt and flow into the tributaries of the Colorado River to become drinking water and to turn turbines in hydroelectric dams.



A cloud seeding generator near the Winter Park ski area in Colorado | Photo: Desert Research Institute (DRI)

We arrive at a spot that could pass for a nice campsite. Parked on it is a small camouflage-painted trailer with a twenty-foot mast sticking up in the air – and a barrel on top. Waiting for us by the trailer is Jeff Dean of the Desert Research Institute, or DRI. Dean and his team are at this site to get the cloud seeding equipment, called the generator, ready for the season ahead. So how does cloud seeding work?

Dean explains that cloud seeding is done by adding extra dust to the air. A typical cloud will only drop maybe five percent of its available moisture. They're not very efficient. Inside every cloud droplet and every snowflake there is a piece of dust – nuclei that started the process. In cloud seeding, they're just introducing a little bit more of that dust. They do that by burning silver iodide, which goes up in the air to start the growth of a crystal that eventually will turn into a snowflake.

DRI has meteorologists watching several factors like wind speed, humidity, and temperature to identify the perfect moment to fire up the generator to hit their intended target, which in this case is the Winter Park ski area and Denver Water's drainage.

Dean is out here with us to demonstrate how they start up the equipment. With a tap on his laptop the generator begins to hum. Dean could have been in his office in Reno or on a beach in Maui to activate the system. We watch inside the barrel and after a few seconds a bright yellow, robust flame appears, which indicates that the silver iodide solution is starting to burn. Dean says that last year this generator produced 22 inches of snow for the ski area.



Snow pit at Winter Park ski area to sample for silver iodide | Photo: Desert Research Institute (DRI)

So how do they know it wouldn't have snowed anyway? They assess that by looking for traces of the silver iodide in the snow. DRI did an analysis at the Winter Park ski area where they went halfway up the lifts and did a full profile all the way to the ground by inserting test tubes every ten centimeters. They then weighed the samples and did a chemical analysis. They found trace amounts of the silver, which according to the state of Colorado, are at extremely low concentrations and not harmful.

The cloud seeding program isn't just being sponsored by providers in Colorado. Downstream users in other states who depend on a good Rocky Mountain snowpack are also on board. Joe Busto says that after the drought in early 2000s, it was bad in Colorado, but the state rebounded quickly because reservoirs are next to the mountains. But the lower basin states downstream on the Colorado River – Arizona, California, and Nevada – came knocking on the door and said, "Lake Powell and Lake Mead are drying out ..."

The result was a partnership among the Southern Nevada Water Authority that serves Las Vegas, the Central Arizona Project, and six agencies in California including the mega-one in L.A. All now help fund cloud seeding in Colorado.

So while recent storms are thrilling skiers, a good base on the slopes this year may also contain a silver lining for water users hundreds of miles away.

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FILED UNDER: [H2O Radio](#)

Plowing into a mystery

Scientists study Sierra snow droughts

Benjamin Spillman Reno Gazette Journal USA TODAY NETWORK

What's the difference between one snow drought and the next? More than most people realize. And those differences have implications for everything from skiing conditions to water supply in the western United States.

That's according to a paper by two Nevada researchers in the journal Earth Interactions. The researchers took a deep dive into the history of Sierra Nevada snow from 1951 until 2017 to understand the forces that shape the region's snowpack. The results are important because they show how conditions associated with human induced climate change can thwart the formation of a robust snowpack.

"We kind of wanted to look at what are the flavors of snow droughts," said Ben Hatchett, a climate scientist at Desert Research Institute in Reno and co-author of the paper. "How we get (them) could have some major implications for either water resources, or recreation or ecological impacts."

Hatchett and co-author Dan McEvoy, also a climate scientist at DRI, hatched the idea for the study during ski and snowboard trips in the backcountry of the Sierra Nevada and Cascade ranges.

In the past four years alone the ranges have seen historic dryness and record precipitation. There have also been numerous snow droughts, including during a portion of the winter of 2016-17 which was the wettest on record in some spots. "There really hasn't been much done looking specifically at the mechanisms that drive these snow droughts," McEvoy said. "Ben and I both spend a lot of time in the mountains. It is really sort of personal to understand how this drought affects not only ecology and hydrology but also recreation."

See **DROUGHTS**, Page 7A

In the past four years alone the ranges have seen historic dryness and record precipitation.



Scientists at Desert Research Institute in Reno are studying snow droughts to gain a better understanding of the changing snowpack in the Sierra Nevada. JASON BEAN/RGJ FILE

Droughts

Continued from Page [1A](#)

What's a snow drought?

Snow drought is a term that's been getting more attention in recent years, particularly in the western U.S.

It refers to a situation during winter when there is less than a normal amount of snow. It's a scenario that can happen for a variety of reasons which is why scientists have defined two major types of snow drought.

The first is a dry snow drought which, like the name suggests, occurs when there is a lack of winter precipitation.

The second is a warm snow drought which can occur even when precipitation is normal or above normal. That's because warmer temperatures lead a greater percentage of precipitation falling as rain instead of snow.

Understanding the different types of snow drought is important because the occurrence of one can have major ramifications for western communities. But, for the most part, the methods people use to define and measure snow droughts lack the nuance required to fully understand how they affect communities and the natural world, especially as the planet warms.

"As it warms we are likely going to see less snow in the mountains in the west," McEvoy said. "We're really trying to let people know they should be monitoring this throughout the season."

What did they learn?

Earlier research focused on April 1 as the date used to determine whether a mountain area endured a snow drought, then researchers would define whether it was a dry or warm drought.

Hatchett and McEvoy dug deeper by looking at eight different seasons with snow drought and examining how those droughts progressed. They used monthly, daily and even hourly data.

They found snow droughts vary in time and location. Some snow droughts start early and dissipate and some don't emerge until late in the season. Also, they found snow droughts vary by elevation with lower elevation areas more susceptible to snow drought.

“(Snow droughts) really evolve differently every year,” McEvoy said. They also found some of the years associated with heavy precipitation and even flooding were also years of snow drought.

The winter of 1997, for example, is widely remembered for extensive January flooding in Reno. That year was also a snow drought as much of the moisture came as rain and degraded the snowpack.

“As the climate grows warmer and more precipitation falls as rain instead of snow, we are seeing we can have an average or above-average precipitation year and still have a below-average snowpack.”

By showing that snow droughts come in many forms the researchers hope to give other researchers, policy makers and the public more tools to examine how snow droughts affect the environment and communities. For example, early season snow droughts might be more detrimental to ski resorts because they can depress traffic during the holidays. For water managers, a late season snow drought can be damaging if it means reservoir operators miss opportunities to capture melt.

Hatchett and McEvoy said they hope to build on the research by developing a snow drought tracking index that would allow people to assess conditions at a glance, similar to the way avalanche forecasters track and communicate avalanche risk. “The big question we have been discussing is how can we condense all these into an index,” Hatchett said. “That is going to be a big challenge.”



Scientists at Desert Research Institute in Reno are studying snow droughts to gain a better understanding of the changing snowpack. JASON BEAN/RGJ FILE

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High Water Supply Despite Dry Winter

Posted: Jan 29, 2018 11:19 PM PST Updated: Jan 29, 2018 11:25 PM PST

By Brandon Fuhs

CONNECT



It's no secret this winter is nothing compared to the snowfall and overall precipitation from last year's winter season. In fact, this year is dry relative to an average year, even with last week's winter storm.

"Snowpack is about 50 percent of average right now depending on what snow gauge you're looking at," Kara Steeland, Associate Hydrologist for Truckee Meadows Water Authority, says. "So it's much dryer."

Even with such a dry winter, water supplies at Lake Tahoe and all three reservoirs are still all near capacity. Steeland says we could have a couple more dry winters before we start to feel the effects on our water supply.

"After last year's historic precipitation," Steeland says. "We just have an excellent water supply outlook for the next probably 2 potentially 3 years."

During the summer, water use can increase four times the rate it is during winter. The main reason for such an increase, irrigation systems like sprinklers see use much more often.

Steeland says most people only use water indoors during the winter for things like showering and cooking.

Reno resident Kevin Giguvre says he tries to take showers no longer than 7 minutes, so he'll play a few songs to make sure he isn't wasting water.

"I hear a certain song coming up," Giguvre says. "I can actually know I have a few more minutes to wrap up my shower, save some water and get out of there on time."

Giguvre says he's thought about ways he can do better, and believes it's something he should take more seriously no matter how wet the current winter season is.

"Keep in mind that while you may have a couple years as a cushion for water fall," Giguvre says. "You're not guaranteed that."

Northern Nevada was in a drought prior to the historic winter last year, and it can certainly happen again at any given time. That's why Steeland says water conservation is something that should always be a habit.

LETTERS TO THE EDITOR

Water problem will soon become impossible

I read with interest your story on the Humboldt Basin water management study, conducted by the state Division of Water Resources, U.S. Geological Survey, and Desert Research Institute. From this important study, leaders will develop a water management plan.

What a concept! Washoe County faces another drought, while developers are dancing at the starting gate, ready to plunge into building more houses to accommodate growing hordes of new residents.

I will bet that we in this valley have more water rights than water and face more demand than supply. So how, dear leaders, are you going to solve this horrific problem before it becomes impossible?

I suggest a study and plan similar to the Humboldt Basin one, immediately. Water is fast becoming more precious than gold. Let's do it now rather than wait until we can't see a way out. If we love this land, we must manage our growth according to the water available.

Mary Lee Fulkerson, Reno



Desert soil blown onto mountain snow controls how fast snowmelt feeds downstream rivers regardless of how warm it is, a new study finds.

Ethan Welty/Aurora Photos

The real culprit behind snowmelt floods isn't temperature—it's dirt

By [Roni Dengler](#) Feb. 1, 2018 , 8:00 AM

Every spring in the western United States, snow melts off mountains, feeding rivers with surges of water that can cause disastrous floods. But warm weather isn't the main culprit, a new study finds. Instead, dusty soil that sticks to snow can darken it and accelerate its melting. The findings could establish a new way of forecasting snowmelt flooding—and suggest that the current prediction system has been getting it all wrong.

The work is “groundbreaking,” says Adrian Harpold, a hydrologist at the University of Nevada in Reno who wasn't involved with the study. “Dust is a really big deal for snowpack.”

The desert regions of states from Colorado to California rely on snowpack as a natural water reservoir. In the spring, for example, melting snow feeds the headwaters of the Colorado River, a crucial source for irrigation, hydroelectricity, and drinking water for at least 27 million people in seven states. Current snowmelt forecasts, which depend heavily on air temperature, get it wrong by as much as 40%. That means critical decisions about water allocation often have to be made at the last minute.

Tom Painter, a snow hydrologist with NASA's Jet Propulsion Laboratory in Pasadena, California, wanted to make the predictions better. He knew from previous research that dust from the deserts of Utah, Arizona, and New Mexico—dry red and gray soil that blows over to the Rocky Mountains—can accelerate melting and shorten snow cover there by more than a month. That's because lots of dust falls—up to seven times more than in the mid-1800s, thanks to cattle

grazing, oil and gas exploration, off-road vehicle recreation, suburban development, and farming. These disturbances perturb the delicate crust of mosses, lichens, and bacteria that would otherwise trap the dust and prevent it from blowing away. The muddy red and black snow that results absorbs more of the sun's energy, just like a black car on a bright day. And that heat melts snow faster.

To find out how dust influences river runoff, the team examined the water flow of four rivers in the Colorado River Basin near Telluride. They then compared that activity to 10 years of air temperature data and something called radiative forcing—a measure of energy absorption—near each of the headwaters.

The more dust on the snow, the more radiative forcing, [and the faster the rivers rose](#), the researchers reported last month in *Geophysical Research Letters*. Dust accounted for some 70% to 83% of the increase, whereas air temperature influenced 7% at best.

“[That] was really surprising,” says Jeff Deems, a snow hydrologist at the National Snow and Ice Data Center in Boulder, Colorado, and co-author of the study. “It almost doesn't matter how warm the spring is, it really just matters how dark the snow is.” Painter agrees: “We were just blown away by the results.”

That's not to say air temperature has absolutely no effect on snowmelt, Painter cautions. Air temperature now accounts for about 10% of the energy that melts snow, and its influence will be even greater as a changing climate brings warmer temperatures. But as long as dust is there, it will always beat out air temperature.

Water trees in these warmer temperatures Press Clips

By [Terri Russell](#) |

Posted: Fri 5:47 PM, Feb 02, 2018 |

Updated: Fri 9:28 PM, Feb 02, 2018



RENO, Nev. (KOLO) These unseasonably warm temperatures have some homeowners feeling great but guilty at the same time.

Link to interview video: <http://www.kolotv.com/content/news/Water-trees-in-these-warmer-temperatures-472434393.html>



“Been beautiful out. Not like last year with all of the snow. But it makes me really worry about the trees and the water they really need to have, but we aren’t giving them,” says Reno resident Breanne Craig.

Local arborist Dale Carlon shows us just how dry the ground is as he places a probe deep into the soil.

“Do you remember how grandma used to check the cake with the toothpick? We do the same thing when it comes to soil moisture. It comes out powder-dry like this, obviously too dry,” says Carlon.

Carlon says you can expect the ground around your trees to look the same. He goes to the outside irrigation system and turns it on. He puts his hands on two blue valves.

“Turn those so they are in line with the pipe. We are going to open the supply valve here. Now what you have to do before you turn the water on, is you have to come in here, and shut this drain valve; otherwise the water will flow into this box,” says Carlon.

He adds if you want to use the outside irrigation, use the drip only. And you will have to drain the system when the temperatures dip below freezing.

You may just want to put a hose on the outside spigot and water. You can hook that up to a root feeder before watering or using a soaker hose.

Carlon uses a root feeder to create holes in the ground, and puts fertilizer into those holes to provide nutrients to the soil. This will help your tree roots. It will help the water get to those roots once the soaker hose is used and the water will refrain from running into the sidewalk or gutter.

Place the soaker hose on the ground around the outside edge of the tree where the branches end.

“It is known as the drip line of the tree. And it is slightly in from the outside edge. Set at a very low drip, and just let it drip all day long,” says Carlon.

Carlon says Birch trees are most at risk from these early warm temperatures and would get the most out of watering now.

If and when the temperatures go below freezing in the weeks to come, Carlon says the water will actually help protect those roots until the real spring thaw comes to town.

TMWA customers can receive a free consultation from Carlon about their drip system, the right tree for the site, or even proper irrigation. Just email him at dalecarlon@yahoo.com

Sierra Nevada snowpack: Region is becoming snow-starved, but reservoirs provide buffer

Molly Moser
 mmoser@lahontanvalleynews.com
 February 6, 2018



MOLLY MOSER/Lahontan Valley News |

Truckee Meadows Water Authority Senior Hydrologist Bill Hauck, and Jeff Anderson of Nevada Resources Conservation Service, right, conduct monthly snow...

Snowpack levels at Mount Rose summit haven't changed much since the [outlook in December](#), as measurements indicate the area is a month behind of normal snow amounts — which could be considered drought conditions.

However, the reservoir storage in the region this year are a buffer against a full drought overall, at least for two more years; Lake Tahoe is at a healthy, 81 percent capacity and Lake Lahontan at 74 percent.

"We have enough water in storage from Lake Tahoe in the Truckee River flow," said Senior Hydrologist Bill Hauck of the Truckee Meadows Water Authority. "We have extensive reservoirs in the area to help us with two summers."

At an elevation of 8,800 feet, measurements conducted Feb. 5 at Mount Rose Ski Area's SNOTEL site revealed 52 inches of snow depth and 62 percent normal, a mediocre result according to Hydrologist Jeff Anderson of the Nevada Natural Resource Conservation Service.

However, snow amounts below 8,000 are near the lowest measure ever with a median of 25 percent. Around this time last year, the area had four times more snow, reaching more than 200 percent normal.

"It's relatively low this year," he said. "We are having less precipitation and we need cold storms to benefit."

Donnor Summit reached its third lowest measurement since 1922, while the Carson Basin and Mount Rose summit are both at low rankings in 37 years.

Current snow amounts in the Tahoe Basin rank fourth lowest since 1979 and 10th lowest for the Truckee Basin; none of those low years ended up with a normal snowpack by peak season, April 1.

Anderson said this month's snow amounts are slightly better than 2015, thanks to the wet resources the area gained from the winter 2017 storms.

But it's possible the area could experience a similar pattern from 2015; Anderson said it was a snowy season in 2011 before the four year drought began the following year.

"We're hopeful for more snow," he said. "The forecast doesn't look great for the horizon but it's possible we could have a miracle in March to make a comeback for snowpack peak season."

With that, the region will have to wait and see what changes until the next scheduled measurement — and hopefully, it's for the better.

Humans degrading rivers in Nevada and across west, research shows

[Benjamin Spillman](#), bspillman@rgj.com Published 5:25 p.m. PT Feb. 7, 2018

Nevada alone has nearly 3,600 ‘unnatural river miles,’ west has 140,000



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(Photo: Amy Alonzo/Mason Valley News)

STORY HIGHLIGHTS

- In Nevada 53 percent of rivers altered
- State's most altered are Walker, Colorado and Humboldt
- Rivers support \$12.6 billion in outdoor recreation spending
- Nevada has 3,953 unnatural river miles

Rivers are the ecological lifeblood of the western U.S. but they’re taking a beating from human activity. That’s according to researchers who mapped the condition of more than 300,000 miles of river in 11 western states.

The massive undertaking researchers named Disappearing Rivers looked end-to-end at thousands of rivers and streams.

The data provides a snapshot of conditions of everything from the mighty Colorado which provides water to roughly 40 million people in seven states and two countries to Lamoille Creek, a scenic stream in Nevada’s Ruby Mountains known for wild brook trout.

[The Disappearing West](#)

And the picture it shows is one of distress, especially on larger rivers in Nevada and throughout the west.

“The state of water in the west is bordering on a crisis,” said Sen. Tom Udall, D-N.M., the ranking member on the Senate Appropriations Subcommittee on the Interior, Environment, and Related Agencies.

[Nevadans oppose by huge margin Ruby Mountains oil plan](#)

[Proposed Nevada wilderness could be Trump-era first](#)

“The Disappearing Rivers project will help us better measure and understand the threat,” Udall said.

The project is important, backers said, because it highlights how outdoor recreation spending is concentrated in areas with the most rivers and rivers in protected areas and national parks flow in their more natural states.

The progressive Center for American Progress commissioned the work which was done by Conservation Science Partners, a non-partisan, scientific research group based in Truckee, Calif., that works with partners such as University of Nevada, Reno and Desert Research Institute.

In 2014: Trout swim in the Truckee River just below the Lake Tahoe Dam in 2014. Trout swim in the Truckee River just below the Lake Tahoe Dam in 2014. (Photo: RGJ file)

According to the report 49 percent of rivers are modified from their natural state, which amounts to about 140,000 river miles. In Nevada, 53 percent of rivers and nearly 3,600 river miles are altered.

Using publicly available, mostly federal data, the researchers created online maps that show individual rivers and streams and watersheds that drain into them.

Threats to each river or stream are broken down into flow restrictions or altered floodplains.

Watersheds are evaluated for land and water-based threats. Land threats include upstream mines, altered floodplains and irrigated land.



Buy Photo

(Photo: Jason Bean, Jason Bean/RGJ)

Water-based threats include dams, diversions, culverts, bridges and other flow restrictions.

“Rivers are under even more pressure now, from climate change and growth energy development and mines,” Udall said.

The visualization is a chance for other researchers, policymakers and the general public to look at specific threats to rivers in their community, state or the entire west.

In Nevada, for example, the data shows only 12 percent of the Truckee River suffers from restricted flows. But 40 percent is in altered floodplain. A closer look shows the alterations are concentrated where the river flows through Reno and Sparks.

Spring floods revived a portion of the Truckee River near Sparks that in December was a stretch of bare dirt. Here's how it happened. Benjamin Spillman/RGJ

In contrast, the 25 percent of the West Walker River is in altered floodplain but the alterations are mostly agricultural.

“I think of the Walker as one of the last, best stretches of river in the west,” said researcher Brett Dickson. “Then you look at altered floodplains and you see a different story.”

At the watershed level viewers can look at threats such as upstream mines by river basin. In Nevada the map shows nearly 12,000 mines in the Lake Mead basin and more than 2,700 in the basin that feeds the lower Carson River and Stillwater National Wildlife Refuge.

And it shows that unlike Truckee, which flows through altered floodplain, the Colorado is more affected by flow restrictions thanks to the massive Hoover and Glen Canyon Dams which slow down the natural flow to the detriment of wildlife, Dickson said.

“We have restricted flows so much we have degraded or altogether eliminated habitat,” he said.

Everything's bigger in Nevada

How a brothel owner created the world's biggest industrial park

Google, eBay, Tesla and dozens of other tech firms have leased nearly all of the Tahoe Reno Industrial Centre's vast tract of land



Print edition | Business
Feb 8th 2018 | RENO

PAST the neon lights of Reno and the cookie-cutter homes of neighbouring Sparks, the I-80 highway winds through a thinly populated expanse of arid hills and lunar valleys in Storey County. On one side of the road flows the Truckee River; on the other bands of wild horses forage for parched grass. Signs of civilisation are restricted to electricity pylons and the odd rundown farmhouse. The Wild Horse Saloon, a dark and smoky room connected to a legal brothel, is the only sit-down restaurant for miles. It is not an area that immediately seems conducive to hosting a business park. Yet Storey County in Nevada is home to the world's largest by some measures: the Reno Tahoe Industrial Centre (TRI). The park spans 104,000 acres in total—three times the size of San Francisco.

Near its eastern border hulks Tesla's "gigafactory", a gargantuan white structure where the company hopes to produce batteries for 500,000 electric cars a year.

It already has nearly 5m square feet of operational space; when complete, the firm's founder, Elon Musk, expects it to be the world's largest building. In February 2017 Switch, a provider of data centres, opened the biggest in existence on its "Citadel Campus" in TRI. A few months later, Google snapped up 1,210 acres of land—enough to fit nearly 100 American football pitches. One executive whose owns land in the park muses that no other bit of industrial America has a higher level of investment per square foot.

Demand for industrial property is rising nationally thanks to the strength of the economy and the boom in e-commerce. Long the ugly duckling of commercial property, warehouses and distribution centres are now emerging as “beautiful swans”, according to a recent report by Jones Lang LaSalle (JLL), a commercial real-estate firm. The proportion of industrial property in America that is vacant has plunged from 10.2% at the start of 2010 to an all-time low of 5% at the end of 2017, notes Craig Meyer of JLL. Almost all new space is being built in parks that are pre-planned and pre-zoned, he says. Companies can get up and running quickly—standalone sites are rare. One of TRI’s anchor tenants calls TRI an “industrial wonderland” for the speed at which firms can move.

Yet the park might have served a rather different purpose. Along with a partner, Lance Gilman, an affable businessman whose uniform consists of cowboy hats, crocodile-skin boots and turquoise jewellery, purchased the land that now forms the TRI for \$20m from Gulf Oil in 1998. The oil company had planned to stuff it with big game and use it as a luxury hunting reserve before the price of oil plummeted and such indulgences were judged inappropriate. Mr Gilman’s idea was to pre-approve the land for industrial uses and sell tracts of it to firms wishing to build swiftly.

He recalls looking out at the park after the purchase, and thinking that it would take three generations to sell it all. He sold plots to small firms and some big ones, like Walmart, but during the Great Recession of 2007-09 sales dropped precipitously. During the lean years TRI relied in part on cash from another of Mr Gilman’s businesses: the brothel, called Mustang Ranch, that houses the Wild Horse Saloon. “Without Mustang Ranch, there might not be TRI,” Mr Gilman says from a red, faux crocodile-skin chair in an office at the bordello.

Things turned around in 2013. Representatives from Tesla flew in for a meeting. They had been scouring the country for a site for their battery plant but had not found anywhere that would allow them to build fast enough. How long would it take to get a grading permit (required when topography is significantly altered), they asked? In jest, Storey County’s community development director pushed a permit across the table and told the visitors to fill it out. The reality was not much slower: Tesla got its permit within a few days.

That initial deal raised TRI's profile. Switch, Google and eBay soon followed. Not long afterwards Mr Gilman began receiving cheques from companies wanting to buy land in the park without even touring it. They are often technology firms; a quarter of leasing demand for American industrial space comes from e-commerce companies wanting to expand operations. In January a firm deploying blockchain technology purchased 67,125 acres of TRI land. Out of the 104,000 acres, only a few hundred acres are still available. Gazing out at a cluster of busy warehouses from a hilltop in the park, Mr Gilman chuckles: "I guess I sold myself out of a job."

This article appeared in the Business section of the print edition under the headline "Everything's bigger in Nevada"

Pipes on the Shores of Donner; To Rinse or Not to Rinse Those Recyclables

Thursday, February 8, 2018

Reads 661 Comments 0

 print  email



WATER WORKS: In order to remove sediment blocking the Donner Lake dam, a temporary plastic barrier kept water from going into the outlet channel. Meanwhile water was piped from the lake to the stream below the dam to maintain the fishery. Photo by Jeremy Jensen/Moonshine Ink

What was up with those pipes on the east end of Donner Lake?

During the gargantuan winter last year, the dam at Donner Lake wasn't moving enough water through its gates, running a risk of flooding homes around the lake. The culprit? Clogging from years of accumulated dirt, trees, and debris.

Truckee Meadows Water Authority, which owns the Donner dam, needed to remove sediment from the bottom of the waterway, but in order to do so, it had to "dewater" the channel first. The agency dropped the lake level, then used a cofferdam to block water. Yet due to agreements with California Department of Fish and Wildlife, a minimum water flow of about 2 cubic feet per second is required below the dam to support the fishery. The pipes seen on the beach acted as a "bypass" for this water, pulling clean water from the lake, bringing it over the dam, and dropping it into the stream.

The project, which started in the beginning of December, wrapped up in late January. Overall, approximately 5,000 cubic feet of debris was removed from the channel. Most dammed lakes with an outlet channel need to be periodically maintained in this way, says Bill Hauck, TMWA senior hydrologist. Perhaps the hardest part of the project, he said, was around the holidays when the sun came out. Beach-goers flocked to Donner's shores and project organizers were busy keeping people off the dam, pipes, and other equipment.

How do I make sure my recyclables are recycled?

We got two different answers from local jurisdictions, despite the fact that for both, residential waste is processed at the same facility: the Materials Recovery Facility (MRF) on Cabin Creek Road.

Here in Truckee, residents are encouraged to use blue bags for accepted curbside recyclables, which are plastics #1 to #2, glass, paper, cardboard, and metals. Coming soon, the Town is planning to replace the blue-bag system with big bins. Regardless, to ensure the materials are actually recycled, the Town recommends cleaning and keeping recyclables separate from the rest of your waste.

When trash comes to the MRF, blue bags are pulled out and processed separately. As they move down the conveyor belts where staff stand sorting, the whole system is slowed down to allow more time to pull recyclables.

In contrast, while Placer County accepts and doesn't charge for pickup of blue bags, it promotes its "One Big Bin" program as making recycling easier and more effective than having the public separate out materials. Residents are encouraged to put all waste materials and recyclables in one collection bin, which is then sorted at the MRF. "You toss, we sort," ensuring 100 percent participation in its recycling program, says the county. With fluctuating markets and regulations, the people on the sorting lines are kept abreast of what should be pulled for recycling.

As for washing that plastic bottle? Cleanliness of the recyclables doesn't really have an impact, according to Kevin Bell, environmental engineering program manager at Placer County.

You might wonder which program shows greater efficacy. The answer: as of now, we don't know. Overall the Cabin Creek MRF has a diversion rate of 51 percent (that's how much trash is *not* going to the landfill), but numbers specific to certain towns or areas aren't currently available.

The Town stressed that just because an item is recyclable somewhere does not mean it belongs in your blue bag and cautioned against tossing stuff in the blue bag *hoping* it's recyclable, or "wish cycling." Doing so can actually be bad for the system overall, the Town says, and here are some reasons why: 1) It takes longer to sort recycling, which costs more money. 2) Items that are recyclable, but not through your curbside pickup — such as electronics — never get recycled. Instead, they end up in landfills. 3) Other items that are recyclable, but not through your curbside pickup — such as plastic bags and extension cords — jam and damage sorting machinery.

To avoid wish cycling the Town says, "When in doubt

The West Needs Water Markets Press Clips

by [Gary D. Libecap](#)

Wednesday, February 7, 2018



Image credit:
istock

Until the arrival of a winter storm recently, it had been almost a year since Los Angeles residents felt any real rain, leaving the city at 9 percent of normal precipitation. The snow pack, especially in the southern Sierra Nevada mountains, remains critically low. Meteorologists point to a strengthening La Nina weather pattern in the Pacific, which typically brings drier weather. A stubborn ridge of high pressure in the Pacific that contributed to the previous drought is blocking storms from reaching Southern California in particular. The drought that ended in 2017 may be returning. Historical tree-ring data reveal that this could be normal. California has historically experienced decades-long droughts, with the recent period of the last 150 years or so unusually wet. Climate-changes specialists also argue also that swings in weather patterns in the semi-arid U.S. West may bring cycles of serious drought followed by short, wet periods. All of this suggests that water will become more valuable.

Supplies of water will be short, and demands will rise from farmers, urban dwellers, companies, and environmentalists. Once again, California, and the western United States, will be faced with the question of how to respond. Will water rights and markets be the primary mechanism for conserving and distributing water, or will it be government command-and-control regulation? The answer has major implications for the semi-arid region's economy, given the centrality of water in daily life.

The western United States is one of the few places where the question of which institution governs water rights is an open one. In most parts of the world, water is explicitly owned by the state, and there are no private property rights. Regulation and decree are the only options, and with corrupt or weak governments, water is often wasted as an open-access resource.

In the eastern United States and parts of Europe, riparian rights grant landowners the use of adjacent stream water, but it cannot be separated from the land via water markets. Only in Australia, Chile, and the western United States and Canada can water be traded separately from the land via a market. In the western United States, private water rights to specified amounts are based on prior appropriation or first-possession. Most rights were granted in the late nineteenth and early twentieth centuries to agriculture, but gradually many are being sold or leased by irrigators for urban, industrial, and environmental uses. The issue is whether or not markets will be expanded or sidelined if drought returns.

Past experience is not encouraging. Most of California's recent drought response was via government directives. In a series of Executive Orders in 2014, 2015, and 2016, Governor Jerry Brown directed regulators to implement mandatory water reductions in consumption in urban areas by 25 percent. Further, the state initiated programs to replace 50 million square feet of lawn with drought-tolerant landscaping; provide consumer rebates to replace old appliances with more water efficient ones; require campuses, golf courses, and other large landscapes to make significant water usage cuts; prohibit new housing developments from using potable water unless drip irrigation is used; and ban watering ornamental grasses in public street medians. None of these measures, of course, would be needed if market prices were to drift higher, and citizens made their own decisions about how much water was necessary for landscape and household use.

Further, in June 2015, some 100 of California's most senior water rights holders in the Central Valley had their water uses restricted by state regulators, and approximately 200 farmers in the Sacramento Delta region agreed to 25 percent reductions in water diversions in order to avoid stricter state controls. These cutbacks in water delivery and the associated fallowing of farmland were expected to rise by 620,000 acres, affecting local communities and agricultural labor that largely includes Hispanic farmworkers, among the poorest people in the state. Finally, state regulators are considering minimum stream-flow regulations at the behest of various environmental groups to address declining stream levels.

Such mandates, however, would most impair the majority of senior water-rights holders, whose water is the basis for water trades. These senior rights have the most secure legal claim on defined amounts of water. More junior owners receive what is left over, and in low stream-flow years they may receive less water than their formal right (contingent on available water) suggests. For these reasons, buyers of water seek out senior rights holders. But these minimum stream-flow mandates would necessarily reduce the water available to those with senior rights. Under these policies, the environment would become the first claimant on water with the residual divided among all private water rights. Seniors bear the brunt of the mandates because juniors might not receive any water during dry years under the current, well-understood rights system. With the mandates, seniors might not receive any water either, making them far less attractive for water markets.

The alternative to mandated reductions to maintain stream flows is to purchase the water. Doing so forces state agencies and non-government organizations to determine how much water they actually need and are willing to pay for. Payments also compensate rights holders for their water and motivate them to conserve more water to release for environmental, urban, and industrial uses. Finally, such purchases take place within a market, reaffirming water rights and exchange as a principal mechanism for governing the allocation, conservation, and use of water.

To further illustrate the problem of regulatory mandates, their inflexibilities, and their costs, consider the Endangered Species Act (ESA). Passed in 1973, the law has become extremely controversial due to the lack of cost-benefit analysis in its sweeping land-use controls to protect the habitat of listed species. In California, the ESA often blocks water flows from the wet north to the dry south. Beginning in 2008, in response to drought, the biological opinions of federal and state agencies and related court orders sharply curtailed flows across the Sacramento Delta in the center of the state to protect endangered fish species. The fish have not recovered, but the ESA makes their value virtually infinite. While neither advocacy groups nor bureaucratic agencies bear the costs of their actions, those affected by reduced access to water certainly do.

A recent study found that the economic impact in the San Joaquin Valley from reduced water flows across the Delta in 2009 alone was \$146 million in lost agricultural revenue; nearly 130,000 acres of land fallowed; a fall in agricultural output of almost \$319 million; and 3,000 lost farm jobs. These costs do not include the impact on urban water supply organizations, such as the Metropolitan Water District of Southern California that had to shift from buying or leasing water north of the Delta (often rice farmers) to alternative supply sources, such as the already over-committed Colorado River. Colorado River water requires both additional treatment as well as substantial pumping costs to move it to Southern California.

Indeed, these disruptions to water trading hinder an already underexploited use of water markets. Currently, only some 2-4 percent of annual consumption of water is traded in any western state, suggesting that there is great potential for expansion of water markets. Indeed, the California drought ought to have resulted in an uptick in market activity, but that did not happen, despite the fact that there were more willing sellers and buyers who could use the state's massive network of canals to move water. A major reason for limited market trading during drought is a costly, slow, and resistant regulatory process. All trades that involve changes in location (especially out-of-basin), nature of use, and timing require regulatory review to insure that other water users are not harmed by the sale. But much opposition to proposed sales comes from outsiders and not from other rights holders on a stream.

Regulators distrust a market system that weakens their regulatory discretion and limits their ability to respond to the demands of organized lobby groups, who seek control over water without paying for it. Neither unelected agency officials nor elected politicians are residual claimants to the added values from moving water or conserving it, and they do not bear the direct costs their decisions impose when markets are impeded.

Market traders, in stark contrast, are residual claimants to the benefits and costs of market activities that are in response to drought conditions. As a result, their actions are far more likely to lead to efficient, rapid responses to short falls in supply and rising demand. Moreover, market exchanges reveal the values of water in alternative uses, information that is critical for management and reallocation of this critical resource. How would regulators know relative values of water in urban, irrigation, environmental uses? Only by what lobby groups and a few consultants tell them. Markets by contrast can attract far more buyers and sellers who are willing to pay and receive and their actions generate evidence on competing values. The differences can be stark. For example, in Nevada's Reno/Truckee Basin, the median price of 1,025 agriculture-to-urban water rights sales between 2002 and 2009 (in 2008 prices) was \$17,685/acre-foot (an acre-foot = 325,851 gallons, about enough to meet the needs of four people for a year), whereas for 13 agriculture-to-agriculture water rights sales over the same period, the median price was \$1,500/acre-foot, a difference in value of over 12 times. The regulatory process does not work in this way. It relies on a much smaller network and the coercive power of the state to direct water allocation and use. Regulatory decrees do not reveal water value information as a market might, nor do regulators respond to it. They have their own agendas, not alternative water values. Accordingly, much resource value can be lost and incentives for wise use dampened.

Given California's response to managing urban water demand during drought through government directives, it is useful to explore the alternative of greater reliance on urban water pricing. Increasing block-rate or tier pricing is a known mechanism for encouraging conservation. It is used broadly, but only in a few communities is this pricing structure the primary method of regulating water demand. With block-rate pricing, basic human consumption is priced low, but as household per-capita use rises, prices jump accordingly. Tucson, a desert city in Arizona, has used steep block pricing as a principal management tool for a long time. As a result, few Tucson households have lawns, a decision made voluntarily, based on water pricing.

In contrast, in the Phoenix area, cities typically use flat water rates that shift between summer and winter. Flat rates do not encourage conservation to the same degree, and the Phoenix area resembles a green oasis. Depending on the time of year, the Tucson water charge was 61 percent higher than the highest Phoenix price. In 2010, the

average Phoenix resident consumed 123 gallons of water per day, whereas the average residential consumption in Tucson was about 20 percent less at 102 gallons.

Flat rates are politically popular and they appear fair, but in fact, they are not equitable in the face of income elasticity-of-demand estimates that show that the rich use far more water than the poor. Further, they are not effective in encouraging water-use adjustments, unless the entire rate is shifted significantly. The effect of pricing depends upon the price, and in California and other states, water supply organizations generally hold to flat, cost-of-service pricing, which limits the use of increasing-tiered pricing. A recent California court decision limited use of block or tiered-rate pricing, wrongly arguing that it was not equitable. Politicians have not been vocal in their criticism of this ruling nor shown much effort to appeal it. Leaving water pricing uniformly low reduces incentives for citizens to adjust voluntarily as the Tucson/Phoenix example reveals and allows for regulatory mandates to fill the gap.

What other factors impede water markets? An important one is when local governments, acting at the behest of local interests, usually not water rights holders, restrict water sales from their jurisdictions. In California, 11 counties block the export of water. Further, at least since the Los Angeles Department of Water and Power purchased the farms and water rights in the Owens Valley northeast of the city in the early twentieth century, there has been opposition in rural areas to the movement of water via markets to urban uses. Most recently, the July 13, 2017 Los Angeles Times published a story entitled "L.A. Took Their Water and Land a Century Ago. Now the Owens Valley is Fighting Back." The description in this article and many others like it is based on a myth of water theft by savvy urban interests from unsuspecting farmers promoted by political agendas hostile to markets. The underlying belief is that markets are inherently unjust and that only that state will act in the public interest. But there is very little empirical evidence to support this view.

In fact, Los Angeles bought the water rights openly over a 30-year period, beginning in 1905, and over time, more and more of the small farmers in the Owen's Valley took advantage of this opportunity. Their farms were too small; too arid; and growing seasons too limited to compete well with production in other parts of California. Moreover, the agricultural depression in the 1920s devastated many small farms throughout the region. For these reasons, most small farmers sold eagerly and did far better financially by selling their lands and water rights, than had they tried to stay in farming. Moreover, Los Angeles removed the properties from production and retired them in a relatively pristine state that remains today.

Elsewhere in the western United States, there is opposition to the permanent movement of water from agriculture to urban uses. For example, there is resistance in the Arkansas Valley of Colorado to water transfers to the Denver metropolitan area.

There is little data, however, to support the hypothesis that long-term land use patterns or the survival of small, rural towns are changed fundamentally by water transfers, relative to other macroeconomic factors. Unlike in Owens Valley, which had no real long-term agricultural basis, farms in the Arkansas Valley and elsewhere have agricultural potential, and as a result, only relatively small portions of farm water are sold with the rest retained for production. Much of the opposition to water trades comes not from different water rights owners, but from other interest groups. Political processes, however, respond to interest group mobilization and lobbying. Keeping all water in these remote, rural areas is unlikely to halt the widespread decline in rural populations and the vibrancy of rural communities, relative to larger urban ones where economic and social opportunities are far greater.

Policy discussions regarding water and drought invariably focus on regulating supply and demand rather than markets. There clearly is a role for government in protecting property rights, metering, providing a platform for market trades, and ensuring that critical third-party harm does not occur if these costs are not internalized sufficiently by the trading parties. This government role, however, is far smaller than is commonly asserted. Water markets provide a flexible, effective, and more equitable way of adapting to a dynamic world of changing human demands for water and uncertain supplies of it. Economic and social welfare will be enhanced if water rights and market trades are the principal mechanisms to address the challenges presented by drought in California and elsewhere in the semi-arid West.

HOW WILL WE RATION WATER IN CALIFORNIA'S IMPENDING NEW DROUGHT?

BY [GARY D. LIBECAP](#) ON 2/10/18 AT 11:28 AM

Until the arrival of a winter storm recently, it had been almost a year since Los Angeles residents felt any real rain, leaving the city at 9 percent of normal precipitation. The snow pack, especially in the southern Sierra Nevada mountains, remains critically low.

Meteorologists point to a strengthening La Nina weather pattern in the Pacific, which typically brings drier weather.

A stubborn ridge of high pressure in the Pacific that contributed to the previous drought is blocking storms from reaching Southern California in particular.

The drought that ended in 2017 may be returning. Historical tree-ring data reveal that this could be normal. California has historically experienced decades-long droughts, with the recent period of the last 150 years or so unusually wet. Climate-changes specialists also argue also that swings in weather patterns in the semi-arid U.S. West may bring cycles of serious drought followed by short, wet periods. All of this suggests that water will become more valuable.

Supplies of water will be short, and demands will rise from farmers, urban dwellers, companies, and environmentalists. Once again, California, and the western United States, will be faced with the question of how to respond.

Will water rights and markets be the primary mechanism for conserving and distributing water, or will it be government command-and-control regulation? The answer has major implications for the semi-arid region's economy, given the centrality of water in daily life.

The western United States is one of the few places where the question of which institution governs water rights is an open one. In most parts of the world, water is explicitly owned by the state, and there are no private property rights. Regulation and decree are the only options, and with corrupt or weak governments, water is often wasted as an open-access resource.



ROBYN BECK/AFP/GETTY

Ranch hands drive cattle to a new pasture against the backdrop of hills covered in blue, yellow and orange wildflowers, April 6, 2017, at Carrizo Plain National Monument near Taft, California. After years of drought an explosion of wildflowers in southern and central California drew record crowds to see the rare abundance of color called a super bloom.

In the eastern United States and parts of Europe, riparian rights grant landowners the use of adjacent stream water, but it cannot be separated from the land via water markets. Only in Australia, Chile, and the western United States and Canada can water be traded separately from the land via a market.

In the western United States, private water rights to specified amounts are based on prior appropriation or first-possession. Most rights were granted in the late nineteenth and early twentieth centuries to agriculture, but gradually many are being sold or leased by irrigators for urban, industrial, and environmental uses.

The issue is whether or not markets will be expanded or sidelined if drought returns.

Past experience is not encouraging. Most of California's recent drought response was via government directives. In a series of Executive Orders in 2014, 2015, and 2016, Governor Jerry Brown directed regulators to implement mandatory water reductions in consumption in urban areas by 25 percent.

Further, the state initiated programs to replace 50 million square feet of lawn with drought-tolerant landscaping; provide consumer rebates to replace old appliances with more water efficient ones; require campuses, golf courses, and other large landscapes to make significant water usage cuts; prohibit new housing developments from using potable water unless drip irrigation is used; and ban watering ornamental grasses in public street medians.

None of these measures, of course, would be needed if market prices were to drift higher, and citizens made their own decisions about how much water was necessary for landscape and household use.

Further, in June 2015, some 100 of California's most senior water rights holders in the Central Valley had their water uses restricted by state regulators, and approximately 200 farmers in the Sacramento Delta region agreed to 25 percent reductions in water diversions in order to avoid stricter state controls.

These cutbacks in water delivery and the associated fallowing of farmland were expected to rise by 620,000 acres, affecting local communities and agricultural labor that largely includes Hispanic farmworkers, among the poorest people in the state. Finally, state regulators are considering minimum stream-flow regulations at the behest of various environmental groups to address declining stream levels.

Such mandates, however, would most impair the majority of senior water-rights holders, whose water is the basis for water trades. These senior rights have the most secure legal claim on defined amounts of water.

More junior owners receive what is left over, and in low stream-flow years they may receive less water than their formal right (contingent on available water) suggests. For these reasons, buyers of water seek out senior rights holders. But these minimum stream-flow mandates would necessarily reduce the water available to those with senior rights.

Under these policies, the environment would become the first claimant on water with the residual divided among all private water rights. Seniors bear the brunt of the mandates because juniors might not receive any water during dry years under the current, well-understood rights system. With the mandates, seniors might not receive any water either, making them far less attractive for water markets.

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Gary D. Libecap is a senior fellow at the Hoover Institution as well as the Bren Professor of Corporate Environmental Policy, Donald R. Bren School of Environmental Science and Management and an economics professor at the University of California, Santa Barbara. He is also a research associate at the National Bureau of Economic Research, Cambridge, Massachusetts; a senior fellow at the Property and Environment Research Center; and a member of the Research Group on Political Institutions and Economic Policy, Harvard University.

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Decision looms on Stonegate

Traffic, water, schools at center of housing debate

Anjeanette Damon Reno Gazette Journal USA TODAY NETWORK

After nearly two years of wrangling, the Reno City Council is poised to make a final decision today on whether to allow developers to build 5,000 housing units -- more than exist in the entire town of Fallon -- on the northern outskirts of the city.

The Stonegate development would be a masterplanned community of townhouses and single family homes sprawling over 1,700 acres of what used to be the Heinz Ranch in Cold Springs, 15 miles north of Reno. It would include parks, a swimming pool, sites for two elementary schools, a town center of local shops and an extensive trail network connecting it all.

The proposal comes at time the region is experiencing a severe housing crunch, which has made affordable housing almost non-existent, dropped the apartment vacancy rate to 2 percent and sent the median home price soaring.

But the location of the development, 15 miles north of downtown Reno, has raised concerns about promoting sprawl, the city's ability to pay for police and fire services there, the traffic the new homes would add to the already over-stressed U.S. 395 corridor and whether the development would overtax the region's water supply.

The developers of the project-- the Heinz Ranch Land Co.-- say they've addressed each of those concerns in the 18 months it has taken to work through the city of Reno's approval process, reacting to the concerns of city staff as well as people living in the North Valleys.

"The simple answer to your question is: We believe we offer a lot more to the city than being a burden to them," said Don Pattalock, a principal in the Heinz Ranch Land Co. "They take on no debt. The general fund gains from us. The street fund gains from us."

Here's a look at how the development will affect everything from water supply to road infrastructure:

Will the development result in a 'net positive' for the city of Reno's tax revenue?

The Stonegate developers and city staff continue to disagree over this important point. The developers believe their project will generate enough tax and fee revenue to add \$6.4 million to the city's general fund and \$19.6 million to the fund the city uses to repair streets over 20 years.

The city took issue with the developers' methodology, which assumed 95 percent of Stonegate residents would be new to the area. The city believes between 50 percent and 75 percent will be new residents and thus less revenue will be generated.

The city anticipates a deficit after 10 years, meaning the development would cost more to service than it would generate in revenue.

The developers "strongly disagree" with the city's analysis, arguing the new residents will generate more revenue than the city expects.

Pattalock also points out that owners of new homes pay higher property taxes than those who have older homes which have depreciated.

Will this development burden the school district?

The Heinz Ranch Land Co. will donate the land for two elementary schools to the Washoe County School District to handle the influx of students expected to arrive with the development.

The developers also will set aside land for a high school, but will not be donating that land to the school district. They argue the high school will be used by the region, not just their development.

It will be up to the school district to fund the construction of the schools and to staff and operate the schools once built.

How bad will this be for U.S. 395 and the Spaghetti Bowl?

Anyone who drives between Cold Springs and the Spaghetti Bowl on U.S. 395 during rush hour knows it can be a miserable commute.

The traffic issue has been one of the more difficult ones for the city and developer to deal with. Under city code, the council can't require the developer to build improvements on a state-owned highway.

While the developers plan to build a new interchange at the Cold Springs exit, they have no plans to help fund projects to increase the capacity on U.S. 395. Instead, they are taking the largely unprecedented step of tying their construction dates to improvement projects planned by the Nevada Department of Transportation.

Heinz Ranch Land Co. hired a former NDOT deputy director as a consultant to work with the state in an effort to obtain a solid commitment for the U.S. 395 improvement projects. Under the agreement with the city, the developers won't begin building houses until construction begins on two projects designed to ease traffic flow on U.S. 395 from the state line to the Spaghetti Bowl. The developers won't be able to begin construction on the third phase of their project until the state is underway on its projects to add another lane to the freeway between Lemmon Drive and McCarran Boulevard and to widen the Spaghetti Bowl.

"That's the scary part for us," Pattalock said. "We realize the risk and it's why we were resistant to tie ourselves to an (NDOT) project we don't control."

NDOT spokeswoman Meg Ragonese said the state did not make any promises on timing to the developers, noting that the U.S. 395 projects were prioritized in a public process. She also noted that factors out of NDOT's control could delay those projects.

If a delay occurs, the developers would have to go back to the city to win approval for an alternative for alleviating traffic.

Ragonese also noted that NDOT has offered to relinquish ownership of a section of North Virginia Street to the city of Reno, which could be rebuilt to serve as an alternative roadway to the Stonegate project.

Where will this development get its water?

The Stonegate community would rely on water from the Fish Springs Ranch water importation project, the first time water would actually be imported into the Truckee Meadows.

Water would be shipped into the community from the Honey Lake Basin just west of the stateline through a \$100 million pipeline project built by Vidler Water Co. Pattalock is a former executive from Vidler Water Co.

The pipeline project was controversial when it was built a decade ago in part because other communities, particularly in Lassen County, Calif., also rely on the water from the Honey Lake Basin. Officials from Lassen County continue to voice their concern over water being exported out of the Honey Lake Basin.

The Stonegate developers would finance the construction of a six-mile pipe to connect to Truckee Meadows Water Authority system.

The city of Reno originally wanted to require Stonegate to obtain a backup water source from nearby Great Basin Water Co. The city has since backed away from that requirement. Instead, Stonegate will rely on onsite wells as a backup water source.

How will the city pay for police and fire protection?

The developers have agreed to build a temporary fire station and police substation for the city to use during the early phases of the Stonegate project. They also will donate an ambulance to the city for use at the temporary station.

The developers also will build a permanent fire station and will provide furnishing and equipment for the station as well as a brush truck and triple combination pumper truck.

But it will be up to the city to staff both the temporary and permanent stations. While Stonegate developers argue their project will generate enough revenue to cover the staffing costs, the city disagrees and has not yet presented plan for funding either the police or fire staff.

Isn't this project going to be in the floodplain?

The short answer is: Yes.

This development is being built on ranch land that used flood irrigation for decades. The site includes both floodways-- natural streams and channels that fill with runoff from Peavine Peak-- and floodplain areas on the White Lake playa.

More concerning is the project is planned for a closed hydrologic basin, which means all of the water that runs off Peavine Peak in the south and the Petersen Mountains in the north winds up in White Lake with nowhere else to go. Floods in closed basins are problematic because the flood water can remain for months, as is the case in neighboring Silver and Swan lakes.

To mitigate this risk, the developers plan to dig out a substantial portion of the southeast end of White Lake to prevent the lake from flooding other properties in high water years.

They also plan to build wider culverts to prevent flooding on U.S. 395 as well as a series of drainage swales throughout the development to both channel stormwater and allow it to infiltrate back into the ground.

Do city officials have conflicts of interest?

The short answer to this also is yes. But don't expect a public disclosure of the conflicts.

The conflicts include:

■ Reno City Manager Sabra Newby's husband works for the McDonald Carano law firm, which also represents the Stonegate developers. But because she is not in a position to make decisions regarding approval of the project, she doesn't have to disclose her relationship, according to a memo written by the Reno City Attorney that was obtained by the Reno Gazette Journal.

■ Councilwoman Neoma Jardon also is a former employee of the McDonald Carano law firm.

■ Finally, the Truckee Meadows Water Authority is a client of the firm. In fact the same lawyer working on the Stonegate project, Michael Pagni, is the lawyer for TMWA. The water agency will get around this conflict by hiring an outside law firm to handle any negotiations with the developers for water service, said TMWA general manager Mark Foree.

■ In 2005, when the land for this project was annexed by the city, Assistant City Manager Bill Thomas worked as a private consultant for the people who owned the land at the time.

Thomas said some in the city believed that experience presented a conflict of interest so he has recused himself from working on the approval process. But the city attorney ruled Thomas has no obligation to disclose because he has no financial or legal interest in the current project.

■ Reno's Community Development Director Aric Jensen also has recused himself from managing the approval process because of a personal relationship he has with one of the developers. The city attorney's memo describes the relationship as a "casual friendship," which does not trigger the need to disclose.

The tangle of relationships bothers critics of the project, who worry objective decision-making on the part of city staff reviewing the project has been compromised.

"It seems like good decision-making will be thwarted here in a rush to get it approved with all these incestuous relationships," said Bob Fulkerson, executive director of the Progressive Leadership Alliance of Nevada.

What happens if the city council doesn't approve the project?

In 2005, the city of Reno annexed the Heinz Ranch from the county. A year later, the council approved a zoning change that would allow for industrial development of the land.

In order to build houses, the developer needs the council to approve both a master plan amendment and a zoning change. The master plan amendment also must be approved by the Truckee Meadows Regional Planning Commission.

If the council doesn't approve the housing development, the landowners are free to begin building industrial projects immediately under current zoning rules.

Industrial development generally costs less for cities to provide services to than residential developments and also provide employment centers for the community. But an industrial development would do nothing to alleviate the housing shortage.