



**TRUCKEE MEADOWS WATER AUTHORITY**  
**Board of Directors**

**AGENDA**

**NEW DAY:** Thursday, May 18, 2023 at 10:00 a.m.  
**NEW VENUE:** Washoe County Commission Chambers  
1001 E. 9<sup>th</sup> Street, Reno, NV

**Board Members**

Vice Chair Kristopher Dahir

Paul Anderson

Clara Andriola

Jenny Brekhus

Naomi Duerr

Alexis Hill

Devon Reese

**NOTES:**

1. The announcement of this meeting has been posted at the following locations: Truckee Meadows Water Authority (1355 Capital Blvd., 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/>. 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. Public comment may be provided by submitting written comments online on TMWA's Public Comment Form ([tmwa.com/PublicComment](http://tmwa.com/PublicComment)) or by email sent to [boardclerk@tmwa.com](mailto:boardclerk@tmwa.com) prior to the Board opening the public comment period during the meeting. In addition, public comments may be provided by leaving a voicemail at (775)834-0255 prior to 4:00 p.m. the day before the scheduled meeting. Voicemail messages received will be noted during the meeting and summarized for entry into the record. Public comment is limited to three minutes and is allowed during the public comment periods. The Board may elect to receive public comment only during the two public comment periods rather than each action item.
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. Possible Board comments or acknowledgements\*

<sup>1</sup>The 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 agenda **(For Possible Action)**
6. Approval of the minutes of the April 19, 2023 meeting of the TMWA Board of Directors **(For Possible Action)**
7. 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, 2023 through June 30, 2027 — Andy Gebhardt and Jessica Atkinson **(For Possible Action)**
8. PUBLIC HEARING ON ADOPTION OF BUDGET
  - A. Discussion, and action on request for adoption of Resolution No. 316: A resolution to adopt the final budget for the Fiscal Year ending June 30, 2024 and the 2024 – 2028 Five-Year Capital Improvement Plan — Matt Bowman and Danny Rotter **(For Possible Action)**
  - B. Public comment — limited to no more than three minutes per speaker\*
- CLOSE PUBLIC HEARING
9. Presentations, interviews and selection of Board general counsel per Request for Proposals and Qualifications, Board Counsel — John Zimmerman **(For Possible Action)**
10. Review and discussion, and possible direction to staff of amendments to Board Bylaws — John Zimmerman **(For Possible Action)**
11. Discussion and possible action, and direction to staff regarding 2023 legislative activities, current bills, and TMWA recommended positions on legislative proposals — Stefanie Morris and Leo Drozdoff **(For Possible Action)**
12. General Manager’s Report\*
13. Public comment — limited to no more than three minutes per speaker\*
14. Board comments and requests for future agenda items\*
15. Adjournment **(For Possible Action)**

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TRUCKEE MEADOWS WATER AUTHORITY  
MINUTES OF THE APRIL 19, 2023  
MEETING OF THE BOARD OF DIRECTORS

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The Board of Directors met on Wednesday, April 19, 2023 at Sparks Council Chambers. Vice Chair Dahir called the meeting to order at 10:01 a.m.

**1. ROLL CALL**

**Directors Present:** Paul Anderson, Jenny Brekhus, Kristopher Dahir, Naomi Duerr, and \*Alexis Hill.

**Director Absent:** Devon Reese and Alternate Mariluz Garcia.

A quorum was present.

*\*Director Hill was absent between 10:57 a.m. and 11:23 a.m.*

**2. PLEDGE OF ALLEGIANCE**

The pledge of allegiance was led by Director Hill.

**3. PUBLIC COMMENT**

There was no public comment.

**4. POSSIBLE BOARD COMMENTS OR ACKNOWLEDGEMENTS**

Vice Chair Dahir noted TMWA's newly appointed Director, Commissioner Clara Andriola, will attend the May Board meeting.

Director Hill confirmed she was appointed to the TMWA Board of Directors to replace former Commissioner Hartung and is very excited about being the Board.

**5. APPROVAL OF THE AGENDA**

**Upon motion by Director Duerr, second by Director Anderson, which motion duly carried by unanimous consent of the Directors present, the Board approved the agenda.**

**6. APPROVAL OF THE MINUTES OF THE MARCH 15, 2023 MEETING**

**Upon motion by Director Hill, second by Director Duerr, which motion duly carried by unanimous consent of the Directors present, the Board approved the March 15, 2023 minutes.**

## 7. DISCUSSION AND POSSIBLE ACTION, AND DIRECTION TO STAFF REGARDING 2023 LEGISLATIVE ACTIVITIES, CURRENT BILLS, AND TMWA RECOMMENDED POSITIONS ON LEGISLATIVE PROPOSALS

Stefanie Morris, TMWA Director of Legal & Regulatory Affairs, presented the staff report and the legislative subcommittee recommendation to the Board to support AB 261 (State plan for economic development to maximize efficient water use and encourage conservation). Ms. Morris also stated that a major deadline, April 14<sup>th</sup>, most bills did not pass out of committee with the exception of exempt bills, about 19 bills are dead that TMWA was tracking. AB 220 (SNWA's Omnibus Bill) passed out of committee, which did have an amendment to population cap of 700k for additional sections related to tentative and final maps and AB 387 (related to groundwater basins that have interconnectivity and best available science) passed out of committee, but no amendments yet, and SB 112 and SB 113 (groundwater basin management), have not yet been amended but plenty of discussion.

Director Duerr stated the subcommittee has been meeting regularly, have had good discussions, and taken good positions, and Ms. Morris is doing a great job.

Discussion followed regarding AB 220 and if the State is deciding how to manage water resources or asking for our position, does it impact northern Nevada, and if TMWA supports it. Ms. Morris replied the bill addressing how water conservation is considered in the State Economic development plan, it only applies to Clark County, but the population cap was added to the tentative/final map process, and yes, TMWA supports the bill.

Director Brekhus noted that it is good policy to have this component included in the state economic development plan and for TMWA to be supportive of it.

**Upon motion by Director Anderson, second by Director Duerr, which motion duly carried by unanimous consent of the Directors present, the Board approved TMWA's Legislative Subcommittee recommendations for all positions on the bill list and Support on AB261.**

## 8. WATER SUPPLY UPDATE

Bill Hauck, TMWA Water Supply Supervisor, provided an update on TMWA's water supply: many new records were set, Mt. Rose had its third highest snow water equivalent in 112 years (1983 peak is still our largest snowpack year in history) and Marlette Lake had its highest in 170 years; Tahoe and Truckee Basins are at 273% and 250% of median, respectively; Lake Tahoe lake level increased three feet since December 1, 2022 and another 3 feet increase is projected by July; all other upstream reservoirs are expected to completely fill and spill in 2023; expect normal river flows for the next two – three years; this year will be a 'non-drought' designation under the Truckee River Operating Agreement (TROA) since Floriston Rates will be met and elevation at Lake Tahoe will not drop below 6223.5 feet; also under TROA due to the 'non-drought' designation status, 28,180.85 acre feet (AF) of TMWA's 32,180.85 AF upstream credit water was converted to fish credit water and converted 591.77 AF of conserved water to water quality credit water which is water a portion of the toilet retrofit program; and TMWA's upstream storage is currently at 32,509 AF but will have about 40k AF of upstream storage in July once Independence and Donner Lakes fill.

Vice Chair Dahir asked if there has been any study to look at the history of knowing the difference between 1983 and to show the difference of what we do now. Mr. Hauck replied that even though TROA was not in place back then, all other requirements, flood control and 50k AF of observed space between Stampede, Prosser, and Boca Reservoirs, but he can review and add it to his update.

Director Brekhus expressed concern about water safety in the Truckee River and in reservoirs and inquired if the Truckee River Fund could consider a proposal for water safety recreation and if the conversion of water quality credit water impact the Truckee Meadows Water Reclamation Facility (TMWRF) or the agreement with Truckee Reno Industrial General Improvement District (TRIGID). Mr. Hauck replied that the intent of the Truckee River Fund was to address water quality and the Fire Service has made announcements regarding river safety, and no, the water quality credit water is supposed to be used between the Cities of Reno and Sparks and Washoe County, in consultation with the Pyramid Lake Paiute Tribe to improve water quality of the Truckee River, particularly downstream of the reclamation facility to augment low river flows in peak summer.

Director Duerr asked Mr. Hauck to define non-firm credit water and is it all in Stampede. Mr. Hauck replied it is all in Stampede and TMWA's non-firm (flexible) above base amount is water TROA allows us to hold in any of our reservoirs.

## 9. PRESENTATION ON PROPOSED CONSERVATION, COMMUNICATIONS AND OUTREACH PLAN FOR 2023, DISCUSSION AND POSSIBLE DIRECTION TO STAFF

Robert Charpentier, TMWA Communications Specialist, introduced Cammy Elquist LoRé, GoodStanding Outreach, who has been instrumental in coordinating with staff and communications team through our strategic communications planning process and honing the messaging points regarding TMWA's water resources, which is very different from previous years.

Ms. LoRé recognized the Communication Team, in addition to Mr. Charpentier and herself: Marlene Olsen, Andy Gebhardt, Bill Hauck, Stefanie Morris, and Marci Westlake. Ms. LoRé presented TMWA's 2023 Communication Plan: communication framework, customer experience, stakeholder network, annual State of the Water presentation to media and stakeholders, and outreach for A+ recycled water projects in coordination with OneWater Nevada demonstrating that it is a drought proof water resource. Also, at this year's Smart About Water Day, the OneWater Nevada Educational Trailer will be launched.

Director Hill said she was impressed with the presentation and customer survey.

Director Brekhus inquired about turf and to think about another concept, demonstration garden, turf alternatives, and the conversation needs to revolve around alternatives beyond turf concept.

Director Anderson thanked staff for all their work, positive messaging and direction the plan is heading and asked who the stakeholders for the State of the Water presentations are. Ms. LoRé replied Rotary Clubs, Neighborhood and Community Advisory Boards, media and anyone who would like a TMWA presentation on our water supply and resources in the region. Director Anderson suggested staff present at the local agency meetings.

Director Duerr appreciated staff being proactive, especially with the State of the Water presentations, and agreed with expanding the reach to other invested groups in the area, was pleased that there was

no push to remove turf in the messaging, and to continue working with the UNR Cooperative Extension to focus on benefits of turf, trees, and xeriscape.

Director Brekhus agreed that it is a sophisticated approach and deliberate, and added there are some issues at City of Reno that could negatively impact TMWA and OneWater Nevada's A+ water reuse project in relation to its effluent problem in Fish Springs Ranch and lack of financing.

Vice Chair Dahir noted A+ water is a huge undertaking, suggested that it be considered as an emergency water resource, add "strategic" to the messaging that we are bettering the resources 30, 40 years ahead, and need to reinforce TROA and upstream storage and precipitation are all part of the management of resources. Mr. Charpentier replied it is already part of the communication plan and we are structuring our messaging to relay the concept of continuing to improve the water resources for future generations.

Director Duerr asked when the State of the Water presentation will be held and to share it with them. Ms. LoRé replied it is on April 27<sup>th</sup> and will be virtual only since they get more media attendance. Mr. Charpentier thanked the Board Members who have been sharing their posts since it gains more traction.

**No motion taken.**

## 10. GENERAL MANAGER'S REPORT

Mr. Zimmerman asked the Board to promote Smart About Water Day on Saturday, May 6<sup>th</sup>, because TMWA staff puts a lot of work into organizing it and thanked City of Reno for collaborating with them in using the California Building at Idlewild Park. He added they are working with a company, HomeServe, which offers warranties to homeowners and endorsed by the National League of Cities, on water and sewer line replacements and communicating to customers of the service provided. Vice Chair Dahir noted he has known about this company for a long time, and this is fantastic because the customers that are impacted, are the ones that do not have a reserve since its their responsibility and not the utility's.

Mr. Zimmerman recognized TMWA staff, Aiden McNerney and Josh Geertsma, who assisted an individual having a medical emergency and called emergency personnel. He added that TMWA employees also worked with former TMWA employee, Brent Eisert, to move a boulder on the Tahoe-Pyramid Trail which will eventually have a plaque honoring Janet Phillips, and recognized TMWA staff: Victor Rosales, Lance DeMartini, Jason Juliot, and Chance Henderson. He also recognized Gina Martin and Melissa Mendoza who have helped the last few months and ran the meeting today. Finally, he noted that the May 18<sup>th</sup> Board meeting is on a Thursday and will be at Washoe County Commission Chambers.

## 11. PUBLIC COMMENT

There was no public comment.

## 12. BOARD COMMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS

Director Hill requested to have the Board bylaws on the next agenda since we have new Board members.

Director Brekhus addressed the nomination of Chair and rotating the jurisdictions; she will advocate for that during the Board bylaws discussion.

13. ADJOURNMENT

With no further discussion, Vice Chair Dahir adjourned the meeting at 11:27 a.m.

Approved by the TMWA Board of Directors in session on \_\_\_\_\_.

Sonia Folsom, Board Clerk.

***\*Director Hill was absent for part of agenda item 9 and 10.***



## STAFF REPORT

**TO:** Board of Directors  
**THRU:** John R. Zimmerman, General Manager  
**FROM:** Andy Gebhardt, Director of Distribution  
Jessica Atkinson, Director of Human Resources  
**DATE:** May 18, 2023  
**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, 2023 through June 30, 2027

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### 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, 2023 through June 30, 2027. Staff strongly believes that this proposed agreement is fair and equitable and will provide labor stability for TMWA over the next four years.

### Summary

- The most recent agreement between TMWA and IBEW will expire on June 30, 2023.
- TMWA and IBEW began negotiating a successor agreement in February of 2023.
- On May 5, 2023, the parties reached a full tentative agreement on all issues.
- The total tentative agreement was presented to IBEW membership for review on May 10, 2023 and they will vote on it on May 16, 2023.
- TMWA Board approval is required for ratification of the CBA.

### Discussion

The tentative CBA before the Board provides for coverage from July 1, 2023 through June 30, 2027. The notable changes to this CBA are as follows:

#### Fiscal Items

##### **Title 4 - Wages**

- Effective the first full pay period following approval of a total package by TMWA's Board of Directors, employees shall receive a one percent (1.0%) increase.
- **FY2024 (July 2023 – June 2024)**
  - Effective the first full pay period following July 1, 2023, employees shall receive a five percent (5.0%) increase.



- Effective July/August 2023 (date to coincide with the PERS contribution increase), employees contributing under the NV PERS Employer Pay Contribution Plan shall receive a 1.875% increase.
- **FY2025 (July 2024 – June 2025)**
  - Effective the first full pay period following July 1, 2024, employees shall receive a three and one-half percent (3.5%) increase.
- **FY2026 (July 2025 – June 2026)**
  - Effective the first full pay period following July 1, 2025, employees shall receive a general wage increase of no less than two percent (2.0%) but not greater than three and one-half percent (3.5%) based on the Consumer Price Index (CPI) as determined by the Bureau of Labor Statistics. The specific CPI shall be CPI for All Urban Consumers (CPI-U): Selected Areas, all items index – West urban Size Class B/C (2.5 million or less) from comparing December to December of the previous year. The CPI is a non-seasonally adjusted, annual index and will be rounded to the nearest one-tenth decimal point (CPI Series ID: CUURN400SA0).
  - If there is an increase to the NV PERS contributions attributed to the employee due to the 2025 Nevada State Legislature session, effective July/August 2025 (date to coincide with the PERS contribution increase, if any), employees contributing under the NV PERS Employer Pay Contribution Plan shall receive an increase as an offset, not to exceed one percent (1.0%).
- **FY2027 (July 2026 – June 2027)**
  - Effective the first full pay period following July 1, 2026, employees shall receive a general wage increase of no less than two percent (2.0%) but not greater than three and one-half percent (3.5%) based on the Consumer Price Index (CPI) as determined by the Bureau of Labor Statistics. The specific CPI shall be CPI for All Urban Consumers (CPI-U): Selected Areas, all items index – West urban Size Class B/C (2.5 million or less) for comparing December to December of the previous year. The CPI is a non-seasonally adjusted, annual index and will be rounded to the nearest one-tenth decimal point (CPI Series ID: CUURN400SA0).

#### **Title 7 – Premiums**

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

#### **Title 10 – Overtime**

- Rest periods extended from 9 hours to 12 hours.

#### **Title 15 – Sick Leave**

- Addition of two (2) sick days.

#### **Title 17 – Expenses**

- Language added so that a missed meal period is not used in the calculation to earn another missed meal or to extend rest periods.

**Title 19 – (Miscellaneous)**

- \$250 annual boot allowance

**Attachment VIII – Emergency Response Program**

- Increase Pager Duty compensatory time accrual maximum limit from 160 hours to 240 hours.

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
- Job Classification title changes

**Attachments**

- CBA July 1, 2023 through June 30, 2027 Red Line (PDF)
- CBA July 1, 2023 through June 30, 2027 Final (PDF)
- Fiscal Impact Statement (PDF)

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## Collective Bargaining Agreement

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**Truckee Meadows Water Authority (TMWA)**  
Reno, Nevada



and

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



**Term of Agreement:**  
**July 1, 20~~23~~<sup>17</sup> – June 30, 202~~7~~<sup>1</sup>**





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**TMWA & IBEW LOCAL UNION 1245**

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## AGREEMENT

THIS AGREEMENT, made and entered into this day of 21<sup>st</sup> day of ~~July~~February, 20~~23~~18, by and between TRUCKEE MEADOWS WATER AUTHORITY, a Joint Powers Authority entity created under a cooperative agreement among Reno, Sparks, and Washoe County under NRS Chapter 277 its successors or assigns, hereinafter referred to as the Company, and LOCAL UNION No. 1245 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (affiliated with the American Federation of Labor-Congress of Industrial Organizations), hereinafter referred to as Union.

WITNESSETH that:

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

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

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

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

NOW THEREFORE, the parties hereto do agree as follows:

### TITLE 1 RECOGNITION

- 1.1 Company recognizes Union as the exclusive bargaining agent of the Company employees in the bargaining unit, which are those employed in the position classifications listed in Attachment II, Exhibit B. Such employees shall not include confidential employees (as defined in NRS 288.170(6). Heads of departments, administrative employees (as defined in NRS 288.025) and supervisory employees (as defined in NRS 288.075) shall not be members of the same bargaining unit as the employees under their direction. (NRS 288.170)
- 1.2 Provisions of this Agreement shall be limited in their application to employees of Company as described in 1.1 of this Title. When the words "employee" and "employees" are used in this Agreement they shall be construed to refer only to employees described in said 1.1 unless otherwise noted.
- 1.3 Any employee, except for those employees listed in 1.1 above has the right to join or not join the Union without fear of intimidation, coercion, or reprisal by any party. Company shall deduct from their wages and pay over to the proper officers of Union, the membership dues of the members of the Union who individually and voluntarily authorize such deductions in writing. The form of check-off authorization shall be approved by Company and Union. (Amended 6/11/01)
- 1.4 It is the policy of the Company and the Union to provide a work environment free of unlawful discrimination, harassment, intimidation, and coercion. Discriminatory conduct in any form based on race (including traits associated with race, such as hair texture and protective hairstyles), color, gender, religion, age, national origin, social or ethnic origin, sexual orientation, gender identity or expression, marital status, pregnancy, disability, military and/or veteran status, or any other characteristic protected by law is strictly prohibited. ~~., 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:

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

- (a) Allow representatives of the Union reasonable access to the business of the Company for the purpose of informing such employees of their rights to form and join organizations of their own choosing for the purpose of representation with their employer with respect to wages, hours and other terms and conditions of employment: and to explain the benefits of membership in and representation for such purposes by the Union. "Reasonable access" shall include the right to meet with employees on at least three (3) occasions at the business of the Company on non-work time (e.g., lunch break) during normal business hours. (Amended 7/1/09)
- (b) The Company shall supply the Union with a list of such employees. Such list shall contain the names, home addresses and home phone numbers of such employees. The Union shall at all times maintain the confidentiality of any such list.
- (c) The Company shall submit to a card check election to determine the desires of such employees to be represented for the purpose of collective bargaining by the Union. If a majority of such employees have signed cards authorizing the Union to act as their collective bargaining representative, and such authorization card majority is verified by the Federal Mediation and Conciliation Service, then the Company shall recognize the Union as the exclusive bargaining representative of such employees.
- (d) If the Union is selected by a majority of such employees as their collective bargaining representative, then the Company shall, immediately upon the request by the Union, bargain in good faith with the Union for the purpose of concluding a collective bargaining agreement. NRS Chapter 288.160 and NAC Chapter 288 shall apply. (Amended 6/11/01)
- (e) At all times the Company shall remain neutral with regard to any question concerning the representation of such employees by the Union. "Neutral" shall mean that the Company or Affiliate shall take no official position, nor shall it direct or condone any of its agents or representatives, including any attorneys or consultants to take any position against the exercise by its employees of their right to select the Union as their collective bargaining representative or to oppose the selection of the Union as the employees' collective bargaining representative.

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

So long as the Company complies with the terms and conditions of this section, the Union will not defame, slander, libel or otherwise make derogatory statements concerning the Company's business practices. Nothing in this section is intended to limit the right of the Union to discuss the benefits of

joining the Union or comparing the benefits that employees of Company currently receive with the benefits that the Union will seek to obtain for such employees. (Added 6/11/01)

TITLE 2  
CONTINUITY OF SERVICE

- 2.1 Company is engaged in rendering public utility services to the public and Union and Company recognize that there is an obligation on each party for the continuous rendition and availability of such services.
- 2.2 Strikes and Lockouts
- (a) No lockout of employees shall be instituted by the Company during the term of this Contract.
- (b) The Union agrees that during the term of this Contract neither it nor its officers, employees or members will engage in, encourage, sanction, support, or suggest any strikes, work stoppages, boycotts, slowdowns, mass resignations, mass absenteeism, picketing or any other similar actions which would involve suspension of, or interference with the normal work of the Company.
- (c) In the event that Union members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct the members to 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)~~ twelve (12) months of continuous service with the Company, excluding those hired as Provisional employees. (Amended 6/11/01)
- 3.3 A Temporary employee is defined as an employee hired by the day for occasional or seasonal work, or for a limited time. A Temporary employee shall not be eligible for sick pay, holiday pay, vacation pay, insurance coverage, pension coverage or items of similar nature, except as herein specifically provided. If a Temporary employee should in the course of continuous employment, be reclassified to Probationary or Regular, they shall be credited with all continuous service in determining eligibility for such benefits that may accrue to them in their new status. A Temporary employee shall receive not less than the minimum rate for the job except in the case of laborers. Temporary Helpers, as defined in Exhibit A, may be hired for a period of not more than three (3) months at the special Temporary labor rate. (Amended 7/1/09)
- 3.4 A Provisional employee is defined as an employee whose employment is intended to last more than six (6) months but less than two (2) calendar years. The work performed is linked to specific projects or is

in anticipation of future events with a specific date at which the position will be eliminated. The use of the Provisional employee will not impede the opportunities of Regular employees or by-pass the bidding procedure as defined under Title 16 of this Agreement and are not subject to Title 23 nor Sections 19.8 or 19.9. Provisional employees will be required to remain in the position for the duration of their term with no bidding rights. They will accrue benefits equivalent to a Regular employee for sick leave, vacation, group health insurance coverage (medical, dental, vision and life), pension coverage and will be eligible to participate in the Company deferred compensation program(s). For purposes of overtime work, preference will be extended to "Regular" employees, and the Company is under no obligation to balance overtime for Provisional employees as specified under Section 10.3 of Title 10. A Provisional employee will not receive less than the minimum rate 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 (¼) hour. (Amended 5/1/83)
1. Any upgrade position lacking an incumbent employee and continuing for a cumulative period of 1500 straight-time hours in a 12-month period shall require posting of the position. This provision does not apply to those classifications designated as "upgrade only". Exceptions to this provision can be made by mutual agreement between the Company and Union, i.e., training positions and special projects. (Added 1/1/98)
- (b) When an employee is temporarily reassigned to work in a classification higher than their Regular classification, they shall be paid, upon such reassignment, the rate of pay they last received in such higher classification, plus any general wage increase or adjustments subsequently made therein.
- (c) When an employee is temporarily assigned or reassigned to work in a classification lower than their Regular classification, their rate of pay will not be reduced unless such assignment or reassignment is caused by the employee's failure to obtain or maintain a certification, license, or other qualification required under this Agreement for their job classification. The Company agrees to assign the employee to the highest possible job classification, below their current job classification, for which they are qualified. If the Company determines, in its sole discretion, that an employee took all necessary actions to maintain the certification, license, or other qualification, then the employee's rate of pay shall not be reduced while they are in the lower job classification so long as they re-obtain the necessary certification, license, or other qualification at the earliest possible date. If the ~~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, except in accordance with applicable law. (Amended ~~5/1/83~~ 7/1/23)

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

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

## TITLE 5 TRANSPORTATION

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

5.2 (Deleted 6/11/01)

- 5.3 (a) Any employee who may be required to operate Company vehicles and/or equipment while performing duties pertinent to their job classification must possess and maintain the appropriate licenses or permits required by applicable laws and/or Company policy. (Amended 5/1/82)
- (b) An employee who is unable to maintain a job-related driver's license, may be provided alternative work by their Immediate Supervisor while the employee re-obtains a valid license. (Amended 5/1/82)

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

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

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

- (c) (Deleted 07/01/2017)
- (d) A successful bidder on any job requiring vehicle and/or equipment operation, will be given a thirty (30) day period beyond the date of the job award to obtain the proper licenses and/or permits. If employee is unable to obtain the license within the 30 days due to circumstances beyond the employee's control, the employee shall have until the first available appointment date after the (30) day period to obtain the license has expired. Additional training must be arranged through Department Management. Bidder must be trained and/or evaluated prior to receiving approval to operate Company vehicles and/or equipment. (Amended 1/1/98) (Amended 7/1/12)
- (e) Any employee who is considered for an upgrade to a position requiring the operation of Company vehicles or equipment must be qualified by training or experience prior to upgrade. Employee will be subject to the provisions of Section (a) and (b) above. (Added 5/1/83)
- (f) The provisions of Sections (a), (b) and (c) shall also apply to any employee operating a personal vehicle while being compensated by the Company for its use. (Added 5/1/82)
- 5.4 Employees shall be authorized to utilize Company vehicles only for the purpose of performing their assigned duties. Use of such vehicles for personal reasons is prohibited.

TITLE 6  
WORKING HOURS

- 6.1 All Regular employees shall receive full-time employment for each work week employed provided they physically report for duty at their regularly assigned reporting place in accordance with the terms and conditions of this Agreement and are in condition to perform their work. This is not interpreted to mean that the Company does not have the right to lay off or release employees on account of lack of work or any other valid reason at the end of the work week.
- 6.2 (a) Each employee shall have a regular reporting place, a regularly established schedule of work hours and work days. Such schedule shall indicate the starting and quitting times, the regularly scheduled meal period and the scheduled non-work days. The arrangement of such schedule shall be in accordance with the provisions hereafter contained for the classification in which the employee is regularly employed. Schedules with work periods providing for starting times after 12:00 noon or before 6:00 a.m. shall provide eight (8) consecutive hours of work.
- (b) Employees who are assigned to work away from their regular assigned reporting place will be required to report to work at the established starting time and at the temporary-reporting place designated by Company. When board and lodging is provided by Company, the reporting place will be the lodging designated by Company. It is understood that the temporary-reporting place designated by the Company may change from time to time due to changes in Company's operational requirements. When necessary, Company shall provide water and sanitation facilities for the employee's use at the temporary reporting place. When the change of temporary reporting place occurs, the Union will be notified as far in advance as practicable. (Amended 1/1/95)
- 6.3 The workweek shall be defined to be that period of 168 hours comprising seven (7) consecutive calendar days. For all employees but those in classifications listed in Section 6.13 the work week shall be that period beginning one (1) minute after 11:59 p.m. Saturday and ending 168 hours later.
- 6.4 A change in the regularly scheduled lunch period for any reason shall be deemed to require the payment of overtime for work performed during the regular lunch period and the employees may eat their lunch on Company time. Lunch periods may be advanced or delayed one-half (1/2) hour without the payment of overtime.
- 6.5 Employees, including those on out-of-town assignment, who are required to report for work on their non-work days, or on holidays which they are entitled to have off, or outside their regular work hours on work days, shall be paid overtime compensation for the actual work time, commencing at the time they physically report at their regularly assigned reporting place, and travel time in the amount of fifteen (15) minutes each way in connection therewith. An employee who is called out for such work shall be paid overtime compensation for travel time in the amount of thirty (30) minutes from their home and fifteen (15) minutes to return home. If an employee who is called out for such work outside of their regular work hours on a work day continues to work into or beyond their regular work hours, they shall be paid overtime compensation for actual travel time in the amount of thirty (30) minutes only from their home. (Amended 1/1/95)

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

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

- (a) Prearranged extended work schedules on regular workdays. (Amended 5/1/81)
- 6.6 (a) If an employee is instructed by their Supervisor to report for prearranged overtime on a non-work day, or on a holiday which they are entitled to take off with pay, and the employee reports for work as instructed, the employee shall be paid overtime compensation for a minimum of four (4) hours provided, however, this will not apply to cases in which the employee is prevented

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

- (b) In the event an employee is instructed to report for prearranged overtime as provided in 6.6(a) above, and such work is canceled, the employee shall be paid overtime compensation for a minimum of four (4) hours, if they have not had notice of such cancellation at least eight (8) hours prior to the designated reporting time. (Amended 5/1/81)
- (c) If an employee is instructed by their Supervisor to report for prearranged overtime prior to their regular starting time on a scheduled work day, the employee reports for work as instructed and for any reason the work is canceled, the employee shall be paid overtime compensation for actual time worked, but in no event less than a two (2) hour minimum time. (Added 5/1/91)

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

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

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

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

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

1. When an emergency arises in connection with ice fighting, the Company may reschedule the hours of certain "Day Employees" and employees classified as ~~Operator~~, Hydro/Generation Operator to the hours of a shift schedule.
2. The starting time for a shift schedule is 0700, 1500, or 2300.
3. The workday of a shift schedule consists of eight (8) consecutive hours.
4. When "Day Employees" and employees classified as ~~Operator~~, Hydro/Generation Operator are assigned ice fighting on a shift schedule, they assume the hours of a shift schedule beginning with the first day of the assignment, but the work days and non-work days remain the same as their normal work week.
5. The shift premium is applicable to the hours in these schedules as provided for in Title 7, beginning with the first day of the assignment.
6. No notice is necessary to start a shift schedule to fight ice. However, as much notice as possible should be given both going on and coming off the shift schedule to allow the employees sufficient time to readjust their sleep and rest routine.

7. Meals at Company expense are limited to those where the Supervisor has not allowed sufficient time for the employees to eat breakfast and prepare lunch before reporting to work.
  8. On days the provisions of Section 10.1(a)(1), (2), (3), and (4) are applicable, such day or days shall not be counted as one (1) of the days where penalty is paid under Section 6.8(b).
  9. The two (2) day penalty provided in Section 6.8(b) is not considered overtime in applying the rest period provisions.
- (c) The regular hours of work established herein may be changed by Company at the request or direction of public authorities, provided, however, that before any such change is made Company shall discuss it with Union. Company shall not be required to pay overtime compensation by reason of any change made as provided in this Section.
- 6.9 (a) Company may schedule employees to work for periods of eight (8) hours at other than their regular hours in any of the following situations:
1. The maintenance or repair of any generating plant or substations, and emergency repairs to hydro plant canal systems. A generating plant or substation shall be defined as any facility that has high voltage apparatus, including OCBs and disconnects. (Amended 5/1/87)
  2. Work involving cleaning debris from the water intake of a hydro or power plant.
  3. (Deleted 6/11/01)
  4. To provide relief in a regularly scheduled job which has been temporarily vacated by absence of an incumbent.
  5. To provide public safety and the protection of Company facilities underground which may be exposed to possible damage by excavating operations performed by other than Company employees.
  6. Work involving emergency repairs to or the cleaning of sand and debris from all raw water delivery systems. (Amended 1/1/98)
  7. (Deleted 6/11/01)
  8. At the request of the customer, special project construction or unique maintenance requirements of facilities where customer impacts must be minimized. (Added 1/1/98)
- (b) In the event such assignment is for four (4) regular work days or less, the employees shall be paid at the rate of one and one-half (1 1/2) times the applicable straight-time rate for all such work except that if the schedule continues beyond four (4) regular work days, the employee shall be paid one and one-half (1 1/2) times the applicable straight-time rate only for the first two (2) days of any such situation, and shall upon the third day, be paid at the straight-time rate for the duration of the assignment. Where the provisions of Title 10.1(a), (1), (2), (3), and (4) or the paragraph (c) next following are applicable, such day shall not be counted as one (1) of the premium days under this Section 6.9.
- (c) In the event the employee is required to begin work in a temporary "off schedule" assignment with less than forty-eight (48) hours notice they shall be paid at the applicable overtime rate for all work performed on the "off schedule" assignment between the time of notice and the expiration of the forty-eight (48) hour period. Wherever possible, assignment to an "off schedule" status and return to the regular schedule shall be made in such a manner as to provide the same number of hours off between work periods as is provided by the employee's regular schedule. Where this is not possible and a change is made with less than the required time interval, the difference between the amount of time off and the required time interval shall



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

- (d) Upon completion of the temporary off schedule assignment, which may include scheduled days off, the employee shall be returned to their regular status and schedule. In all cases an assignment to an "off schedule" status shall not operate to deprive an employee of a forty (40) hour workweek.
- (e) Except for operating employees who are assigned to supplement maintenance employees as provided in (a) above, and for employees who are assigned to relief as provided in (a) above, the employees' regular schedules of days of work shall not be changed.
- (f) If any such situation extends beyond four (4) weeks, Company and Union may agree to rotate the shift assignments without additional payment of overtime for such change.
- (g) The application of this Section shall in no way limit the right of the Company to establish schedules which would provide for work hours in excess of eight (8) on a work day, or more than five (5) days in a work week.

6.10 Employees shall have work schedules as follows:

- (a) They may be regularly scheduled to work any eight (8) consecutive hours, exclusive of meal period, between 6:00 a.m. and 7:00 p.m., Monday through Friday.
- (b) Operations Center employees, other than those working hours as provided in Section 6.10(a) above, may be assigned to work any eight (8) consecutive hours between 1:00 p.m. and 12 midnight.
- (c) Group schedules when required shall be developed to provide rotation of assignments and equalization of conditions. Schedules may be established or revised during the term of the Agreement, provided however that such arrangements shall be first mutually agreed upon by Company and Union.
- (d) Shift schedules shall be posted for affected employees by November 30 for the following year. (Added 7/1/09)(Amended 7/1/12)
- (e) Operations Maintenance establishment of voluntary 10-hour day, four-day work week schedule for the following position classifications: ~~Specialist, Equipment, Water Treatment~~ Equipment Specialist; ~~Certified Mechanic, Maintenance & Control, Certified WP~~ Mechanic; ~~Specialist, Water Supply~~ Specialist; ~~Technician, SCADA~~ Technician; and ~~Mechanic, Specialist, Maintenance & Control, WP~~ Mechanic.

1. Establishment of Schedule

- (a) The 10-hour, 4-day work week will be on a voluntary basis.
- (b) The 10-hour shift will be considered the employee's regular work hours as it applies to all sections of this Agreement, unless otherwise stated herein.
- (c) There will be no shift change penalty in connection with any change occurring relating to this schedule.
- (d) For the above-listed positions, the workweek shall be defined to be that period of 168 hours comprising seven (7) consecutive calendar days. The workweek shall be that period of time beginning one (1) minute after 11:59 p.m. Saturday and ending 168 hours later. (See title 6.3).
- (e) The start time for all day employees under the 10-hour, 4-day work week schedule shall be 6:00 a.m. instead of as set forth in Section (6.8(a)).

2. Meals

- (a) Lunch will be from five (5) hours after the time corresponding to an employee's regular starting time on regular workdays to six (6) hours after this starting time. Provisions of 6.4 will apply.
  - (b) Overtime Meals: If Company requires an employee to perform work for one-half (1/2) hour or more beyond regular work hours, it shall provide a meal approximately one-half (1/2) hour after regular quitting time. Except as noted in 2(a) above, normal meal practices will apply in all other situations.
3. Upgrades. Employees will be upgraded according to current department procedures and in accordance with Title 16.7 (a). A person accepting an upgrade may be required to change shifts if the crew they are working is on a different shift and no shift change penalty will apply.
4. Holidays. ~~Effective the first pay period of calendar year 2024, S~~cheduled holiday hours (~~8896/year~~) ~~and floating hours (8/year)~~ will be credited to each employee on the observed holiday and floating holiday hours (8/year) will be credited to each employee at the beginning of the first payroll period of each year.
- (a) Holiday hours may be used to take time off from work in conjunction with vacation or as independent days off.
  - (b) ~~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. Payments for unused holiday hours will occur during the last pay period of the calendar year.
  - (c) Scheduled holiday hours may not be taken in increments of less than one (1) hour.
  - (d) The 24-hour period between 0000 of the recognized holiday and 0000 of the following day will be considered the holiday.
  - (e) When an employee observes a holiday as a day off, it may be used as 10 scheduled holiday hours, 10 hours of vacation or a combination of scheduled holiday hours and vacation, ~~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  
~~Operator, Hydro/Generation,~~Operator Apprentice  
~~Operator, Apprentice,~~Water Plant Operator Apprentice  
~~Operator, Water Plant~~ Operator  
~~Specialist, Equipment,~~Water Treatment Equipment Specialist  
(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 ~~10496~~ hours of scheduled holiday hours, which include floaters, will be credited to each employee at the beginning of the first payroll period of each year.
- (b) During their first calendar year of employment an employee shall receive eight (8) Floating Holiday Hours and eight (8) hours for each recognized holiday remaining for the payroll calendar year. ~~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.~~

- ~~31.~~ Holiday hours may be used to take time off from work in conjunction with vacation or as independent days off.
- ~~42.~~ ~~Holiday hours may be exchanged for regular pay at any time during the course of the payroll calendar year.~~—Employees will receive payment during the last pay period of the payroll calendar year at straight time rates for holiday hours that remain unused at the end of the payroll year.
- ~~53.~~ Scheduled holiday hours may not be taken in increments of less than 1 hour.
- ~~64.~~ 8 of the ~~10496~~ scheduled holiday hours will be considered Floating Holiday hours. These hours may be taken at any time shift coverage is available.
- ~~75.~~ When overtime relief is required, Floating Holiday hours must be taken in increments of four (4) hours or more.
- ~~86.~~ 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).
- ~~97.~~ 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.
- ~~408.~~ All regular full-time employees shall be entitled to the following paid holidays and any legal holiday, as set out within NRS 236.015, which has been declared by the Governor, or the United States Congress (excluding holidays declared by the President through an executive order). Observed Holidays will include:

<b><i>Holiday</i></b>	<b><i>Date Observed</i></b>
New Years Day	January 1
Martin Luther King Day	
Presidents' Day	Third Monday of February
Memorial Day	Last Monday of May
<u>Juneteenth</u>	<u>June 19</u>
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 in excess of~~ 16 hours, the employee is entitled to a rest period of ~~twelve (12)~~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~~ [Electrician Apprentice](#)  
 Helper  
 Water Service Technician  
~~Specialist, Water Supply~~ [Specialist](#)  
~~Technician, Electrical, Plant~~ [Plant Electrician](#)  
 (Amended 6/11/01)

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

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

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

- (e) New work schedules may be established and present schedules may be revised during the terms of the Agreement, provided, however, that such arrangements shall be first mutually agreed upon by Company and Union.
- 6.15 (a) "Office Service" employees are listed below: These employees may be regularly scheduled to work any eight (8) consecutive hours, exclusive of a meal period, between 6:00 a.m. and 12:00 midnight, Monday through Friday.

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

- (b) The Company will schedule Office Service employees to take lunch during the period from three (3) hours after the employee's regular starting time to five (5) hours after their regular starting time. Office Service employees, with consent of the Supervisor, may exchange lunch periods on any given day.
- (c) The provisions of Section 6.4 shall not apply to employees covered by this section. Schedules of Office Service Employees may be established or revised during the term of the Agreement, provided, however, that such arrangements shall be first mutually agreed upon by Company and Union. (Amended 5/1/80)
- (d) Office Service employees may change their working hours and/or lunch period, with prior supervisory approval, by up to two (2) hours within the same work day with no penalty to the Company. This allows the employee to schedule personal time off while maintaining their regularly scheduled number of work hours, i.e. making time up within the same day of no more than two hours.

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

When an employee has requested personal time off, the employee has the option to make up time within the same day by adjusting their 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 \$2.18~~ the welding premium identified in Attachment 1 Exhibit "A" (1)<sup>1</sup> 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.
- (f) The welding wage premium will be adjusted each year by a percentage equal to the general contractual wage increase for the Fitter/Welder job classification.

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

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

Examples:

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

## TITLE 8 LEAVES OF ABSENCE

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

8.2 Military Leave

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



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

### 8.3 Union Leave

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

- (a) The term shall be for a fixed period not to exceed three (3) years. The period shall be stated in the request for leave.
- (b) The employee shall be returned to employment in their same classification held at the time the leave was granted and at the same headquarters at which they were last employed, or at the nearest headquarters to that location in which a vacancy exists.
- (c) The seniority of an employee who is granted a leave of absence under the provisions of this Title shall accrue during the period of such leave.(Amended 1/1/98)
- (d) Upon at least 72 hours written notice, employees may be granted time off to perform Union duties or services. The Company, in its sole discretion, reserves the right to deny such request.

### 8.4 Personal Leave

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

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

8.5 The Company will not consider the bid of an employee on a leave of absence, except in accordance with applicable law. (~~Amended 7/1/23~~~~Added 5/1/87~~)

### 8.6 Family and Medical Leave

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

TITLE 9  
INCLEMENT WEATHER PRACTICE

- 9.1 Regular and probationary employees who are unable to work in the field because of inclement weather, or other similar causes, shall receive pay for the full day, provided they physically report for duty at their regularly assigned reporting place and are in condition to perform their work. However, they may be held pending emergency calls, and may be given first aid, safety or other instructions, or they may be required to perform miscellaneous work in the warehouses or other sheltered locations. Temporary employees under the same conditions shall receive pay for time they worked or are held on Company property or ordered to stand-by. They shall not be paid in any event for less than four (4) hours.
- 9.2 The employee in charge at the job site shall be responsible for determining if the weather conditions warrant cessation of outside work. In arriving at a decision with respect to weather conditions, the following shall be taken into account. (Amended 1/1/98)
- (a) Employee safety
- TMWA will consider Air Quality Index (AQI) ratings reported at or above 151 as "red" air quality days. When "red" air quality days occur, ~~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 7/1/237/4/12)
- (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)~~ During the 2009 Nevada legislative session, Section 2 of S.B. 427 amended the definition of compensation in NRS 286.025(2) for members hired after January 1, 2010, by modifying the definition of callback pay. While the Company recognizes the intent of S.B. 427 during the 2009 session was to severely restrict the reporting of callback pay to the system, the Company acknowledges emergency situations may occur necessitating a declaration of emergency. The Company will evaluate emergencies that are declared by the federal government, state government, and local governing bodies as well as evaluate emergencies and situations impacting the Company, to determine if a declaration of emergency is necessary. When the Company determines an emergency declaration is necessary and makes such declaration as described in NRS 286.025(2), employees' overtime compensation will be reported to Nevada Public Employees Retirement System in accordance with applicable PERS regulations and policies.
- 10.6 (a) Any regular or probationary employee who, as the result of a call out or a prearranged work assignment, has worked at overtime rates between their regular quitting time and their next regular starting time on regular work days, shall be entitled to a rest period under the following conditions:
1. If an employee has worked ~~eight (8)~~ seven and one half (7 1/2) hours or more at overtime rates, they shall be entitled to a rest period of ~~twelve (12)~~ 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 ~~twelve (12)~~ 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 ~~7/1/23~~ 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 ~~twelve (12)~~ 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 7/1/23~~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. Neither Travel time nor missed meal consumption time will not~~ be included as time worked to qualify for a rest period. (Amended 7/1/23~~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 twelve (12)~~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 twelve (12)~~nine (9)~~ consecutive hours, and a new rest period will commence at the conclusion of such work. (Amended 7/1/23)
- (e) Should a rest period provided for above extend into their regular work hours, the employee may be required to report for work at the end of said rest period for the remainder of that regular work period. For twelve (12) hour rest periods that conclude within two (2) hours of an employee's regular quitting time, the rest period will be automatically extended through the employee's regular quitting time. The employee shall be paid at straight time for any portion of their regular work period, which they are allowed to take as a rest period. They will in any event be paid at the straight-time rate for the said regular work period. (Amended 7/1/23)

## TITLE 11 HOLIDAYS

- 11.1 It shall be the policy of the Company to perform only necessary work on any of the holidays observed by the Company. The necessity for holiday work and the number and choice of employees required to work on the holiday shall be determined by the Company.
- 11.2 All regular, probationary and provisional full-time employees shall be entitled to the following paid holidays and any legal holiday, as set out within NRS 236.015, which has been declared by the Governor, or the United States Congress (excluding holidays declared by the President through an executive order). 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  
Juneteenth  
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—~~ prior to the end of the payroll year. Should the employee not observe the holiday prior to the end of the payroll year, they will receive regular straight-time pay for the holiday during the last pay period of the payroll year. (Amended 7/1/235/4/83)
- 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>
1st through 5th year (from 1 day – 60 Months)	<del>3.3853</del> <u>0.76</u>	<del>8088</del>
6th through 12th year (At the completion of 5 full years, 60 months)	<del>4.9234</del> <u>6.45</u>	<del>120128</del>
13th through 19th year (At the completion of 12 full years, 144 months)	<del>6.4626</del> <u>1.53</u>	<del>160168</del>
20th through 26th year (At the completion of 19 full years – 228 months)	<del>8.007</del> <u>6.92</u>	<del>200208</del>
27th years or more (At the completion of 26 full years – 312 Months)	<del>9.5389</del> <u>2.30</u>	<del>240248</del>

~~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)~~

~~12.412.3~~ 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)

~~12.512.4~~ An employee must complete six (6) months of continuous service to be eligible to take vacation. After completion of six (6) months of continuous service, vacation may be taken as earned, subject to operational needs of the Company and by mutual agreement of Company and employee. (Amended 5/1/87)

~~12.612.5~~ Vacation time shall be paid at the straight-time rate of pay. (Amended 5/1/87)

~~12.712.6~~ Vacation requests, which must be pre-approved by the employee's supervisor, should be submitted as far in advance as possible and must be taken in ¼ hour increments. (Amended 7/1/09)

~~12.812.7~~ Earned vacation, which is not used by an employee, may be allowed to accumulate. Such vacation may be carried over from one (1) payroll year to the next following payroll year provided that the carryover vacation does not exceed a maximum amount based on years of continuous service as stated below: (Amended ~~7/1/231~~1/98)

<u>Years of Continuous Service</u>	<u>Maximum Carryover Vacation</u>
1st through 5th year (from 1 day - 60 months)	20 days or 160 hours
6th through 12th year (At the completion of 5 full years - 60 months)	30 days or 240 hours
13th through 19th year (At the completion of 12 full years - 144 months)	40 days or 320 hours
20th through 26th year (At the completion of 19 full years - 228 months)	50 days or 400 hours
27 years or more (At the completion of 26 full years – 312 months)	60 days or 480 hours

- (a) All vacation carried over from one (1) payroll year to the next following payroll year in excess of the maximum as stated in ~~42-8~~12.7 above will be forfeited. However, on an annual basis, an employee is allowed to transfer up to 80 hours in forfeited vacation to their 401(a) or 457 deferred compensation accounts. Once an employee has made their election to a deferred compensation account, those elections are subject to plan guidelines and annual maximum contribution limits as stipulated by the IRS. (Amended 6/12/06) (Amended 7/1/09)

~~42-9~~12.8 When an employee is required to carry over a vacation from one (1) payroll year to the next payroll year due to an approved absence from work because of an extended illness or industrial injury, such vacation will be taken at the convenience of the Company and at such time as not to interfere with vacation schedules of other employees. Such vacation will not be subject to forfeiture as stated in ~~42-8(a)~~12.7(a). (Amended 1/1/98)

~~42-10~~12.9 When an employee's approved scheduled vacation is canceled by the Company due to unforeseen emergency conditions, or an employee foregoes their/her vacation for the convenience of the Company, the employee shall be allowed to reschedule their vacation by mutual agreement between Company and the employee. If such vacation must be carried over to the next following payroll year, it shall not be subject to forfeiture as stated in ~~42-8(a)~~12.7(a). (Amended 1/1/98)

~~42-11~~12.10 If a holiday is observed by the Company on a workday within an employee's vacation period, the holiday shall not be considered a vacation day. (Amended 5/1/87)

~~42-12~~12.11 Company shall not require an employee to take their vacation in lieu of sick leave or leave of absence on account of illness. (Amended 5/1/87)

~~42-13~~12.12 Regular, probationary and Provisional employees whose employment with the Company has been terminated for any reason shall receive vacation pay for all accrued vacation time in lieu of any vacation allowance. (Amended 6/11/01)

~~42-14~~12.13 Before January of each year, there will be a sign-up in each department so that the employees may designate their choice of vacation periods. The Company shall prepare the annual vacation schedule on the basis of such sign-up, effecting whenever possible the selections of the employees within each classification in the order of Company seniority. (Amended 7/1/09)

- (a) If, in accordance with ~~42-7~~12.6, an employee has arranged to take their vacation in two (2) or more periods the use of seniority as a factor in securing preferential consideration over other employees shall be limited to one (1) of such periods.

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

~~42-15~~12.14 Vacation lists shall be posted on or before January 15 of each year. Scheduled vacation shall be taken as posted unless otherwise agreed to by Company. Any request for changes in scheduled vacation shall be submitted by the employee in writing and subject to written approval by Company. Such request shall include the alternate date(s) proposed by the employee. (Amended 5/1/87) (Amended 7/1/09)

~~42-16~~12.15 During each payroll year, the employee may elect to cash out up to 40 hours of unused earned vacation. (Added 7/1/12) An employee wishing to cash out vacation time must complete an irrevocable cash out request in December for cash out during the first pay period of the following July or January. Due to IRS regulations, elections will not carry over.

12.16 Employees may voluntarily and irrevocably donate vacation time to the bargaining unit voluntary leave bank, not to exceed more than fifty percent (50%) of their accrued balance. Donating employees must have a minimum balance of at least forty (40) hours of accrued vacation remaining after the donation. Employees may donate to the voluntary leave donation bank at any time during the year. Donating leave under 12.16, shall not restrict an employee from electing a cash out under 12.15. Refer to TMWA's Administrative Instruction A-14 Voluntary Leave Transfer Program Directive for more information on the leave donation program.



TITLE 13  
SAFETY

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

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

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

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

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

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

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

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

After investigating a serious accident/incident, the Joint Committee may, at its discretion, file a joint or separate report or reports with the Company covering its recommendations for prevention of the

recurrence of accidents of similar nature. It is understood and agreed that the Company is not obligated or required to accept the committee's recommendations. If the Company accepts or rejects any or all such recommendations, Company will give written explanation to the Joint Accident Investigating Committee. (Amended 1/1/98)

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

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

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

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

- 13.7 (Deleted 7/1/09)

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

#### TITLE 14 UNION ACTIVITY

- 14.1 The Union will use one-half (½) of the Company's regular bulletin boards and Company shall designate by lettering the portion of the Board reserved for Union use.
- 14.2 The Company shall not discriminate against an employee because of their 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 Sick Leave may be taken in ¼ hour increments for absences due to: 1. The inability of an employee to be present or perform their duties because of personal or family illness or injury; 2. Personal or family medical, dental, vision, preventative screenings or mental health/counseling appointments which are impracticable to schedule outside of regular working hours. Appointments should be scheduled to reduce a minimum the time away from work.~~

~~15.2 A regular employee shall, in addition to any accumulated unused sick leave with pay to which they may be entitled as of May 1, 1968, also be entitled to accumulate further unused sick leave with pay at the rate of ~~thirteen (13)~~ fifteen (15) sick days per year subsequent to May 1, 1969, and calculated biweekly. An unlimited number of working days of sick leave may be accumulated in this manner, subject to the provisions of Section 20.1. The employee may cash out unused earned sick leave in excess of 700 hours during the last pay period of the payroll calendar year, not to exceed 48 hours that payroll year. (Amended 5/1/86) (Amended 7/1/12)(Amended 7/1/23)~~

~~15.23 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)~~

~~15.34 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.

~~15.45 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)~~

15.446 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 and not more than seventy-two (72) hours to consider and to accept or decline 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. Employees who participate in a job shadow will have seventy-two (72) hours from the conclusion of the job shadow to rescind their bid acceptance without penalty.
4. If incumbent in double-lined boxes bids a position within their line of progression at any location but elects to turn down such position or fails to place a bid, he/she will lose the opportunity to use group seniority for that particular position and location. Future bids to that position and location, if posted again, shall be based on Company seniority only.  
(Added 1/1/95, Amended 6/11/01)

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

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

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

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

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

1. The quality of the employee's performance on their current job.
2. Their background of education and experience in similar or related work.

3. The amount of special preparation for the new job, if any is necessary or pertinent, which the employee has completed at the time the bid is made.
4. Their previous demonstrations of leadership and progress. When filling a permanent position, upgrade hours need not be considered (Amended 7/1/12)

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

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

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

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

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

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

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

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



- 16.10 (a) Notwithstanding anything contained herein, Company need not consider the bid of any employee who does not possess the knowledge, skill, efficiency, adaptability and physical ability required for the job on which the bid is made.
- (b) Company need not consider the bid of any employee for a posted job vacancy in another occupational group, if the employee has not worked for a minimum of 90 days in their present classification within the occupational group in which they are currently employed. The provisions of Section 16.10(c) are not to be construed as placing any time limitation upon the subsequent advancement of any employee within the line of progression in the occupational group to which they are qualified to bid. (Amended 7/1/12)
- (c) Company will not consider the bid of any employee in an Apprentice classification for a posted job vacancy in another Apprentice classification. (Amended 1/1/95)
- (d) Company will not consider the bid of any employee for an apprenticeship who has not met the requirements of the Joint Apprenticeship Training Committee. (Added 5/1/83)
- (e) The Company will not consider the bid of an employee for any position if the employee has an overall unsatisfactory appraisal in their current classification. (Added 1/1/95)
- 16.11 (Deleted 5/1/82)
- 16.12 The seniority rights of employees who are members of the Armed Forces shall accrue while they are absent on military duty.
- 16.13 Both the Company and Union recognize that there will arise situations with respect to partially incapacitated employees, employees displaced by new technologies or revisions of operational procedures, employees who are temperamentally unsuited to their jobs, employees returning from military service (other than annual field training) or employees who are displaced either directly or indirectly by other employees returning from military service with the Armed Forces of the United States (other than annual field training) who have been granted leaves of absence by the Company under Section 8.2 of the Agreement, and that in such cases the bidding procedure may be waived by mutual agreement in order to properly protect the seniority of employees who have given long and faithful service. The Company will discuss such cases with the Union as far in advance as possible with the object of avoiding any inequitable situations, which might result. Both parties will endeavor to provide for retention of employees in the Company, in jobs suitable to their capabilities, first in the areas where they are employed at the time, or secondly in other areas of the Company's operations. If after full discussion of such cases and survey of all possibilities available to the solution of the problem, the Union and the Company are unable to agree on a satisfactory solution, the Company shall have the right to make changes or layoffs as it may deem necessary, consistent with the provisions of the Agreement. Should a partially incapacitated employee, an employee displaced by new technologies or revisions of operational procedures, or an employee who is temperamentally unsuited to their job, or employees returning from military service (other than annual field training) or employees who are displaced either directly or indirectly by another employee returning from military service with the Armed Forces of the United States (other than annual field training) who have been granted leaves of absence by the Company under Section 8.2 of the Agreement, agree to be transferred to work falling outside of the Bargaining Unit, and should the employee not prove to be satisfactory in this assignment, Company and Union may mutually agree to waive the bidding procedure and return the employee to a Bargaining Unit job suitable to his/her capabilities, under the provisions of this Section.
- 16.14 After attainment of journeyman status through the Apprenticeship Program, the Company need not consider the journeyman's bid back into another Apprentice Program for a period of one year. (Added 1/1/98)

## TITLE 17 EXPENSES

- 17.1 (a) Upon mutual agreement between the Company and the employee, the employee may provide their own regular meals on an out-of-town work assignment as outlined in Section 17.8(a) and be reimbursed by the Company the meals for which the employee qualified during each day of

the assignment. The reimbursed price will be the base cost of the appropriate meal as outlined in 17.1, excluding tax and tip. (Added 5/1/86)(Amended 7/1/12)

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

### Definitions

#### "Normal Meal Practice":

- Breakfast: The two (2) hour period immediately proceeding the time corresponding to an employee's regular starting time on regular work days.
- Lunch: From four (4) hours after the time corresponding to an employee's Regular starting time on Regular workdays to five (5) hours after this starting time.
- Dinner: From one and one half (1.5) hours after the time corresponding to an employee's regular quitting time on regular work days to two and one half (2.5) hours after this quitting time.

(Amended 7/1/12)

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

#### "Adequate Meal":

1. Beginning on February 19, 2018, all earned meals will be credited at \$32.17 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. Missed meal consumption time will not be included as time worked to qualify for an additional meal period. (Amended 7/1/23)
3. An employee taking an earned meal at the conclusion of their work must return company vehicle to the employee's regular reporting place and sign off prior to consuming the earned meal. (Added 7/1/12)
4. (Deleted 7/1/12)

#### "Time Necessary to Consume":

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

- 17.2 If Company requires an employee to perform work for one and one-half (1 1/2) hours or more beyond regular work hours, it shall provide them with a meal approximately one and one-half (1 1/2) hours after regular quitting time and with meals thereafter of approximately four (4) but not more than five (5) hours for as long as they continue to work, insofar as it is possible for the Company to do so.
- 17.3 (a) On callout overtime, outside of regular hours on work days, the Company shall provide: breakfast, if callout work begins prior to two (2) hours before the time corresponding to the employee's regular starting time on regular work days. Lunch, if callout work begins prior to two (2) hours before the time corresponding to the employee's regular starting time on regular work days and they have qualified for a lunch through time worked. Neither breakfast nor lunch, if

callout work begins two (2) hours or less before the time corresponding to the employee's regular starting time on regular work days, unless the employee has not been allowed sufficient time by their Supervisor, at the Supervisor's discretion, to eat their breakfast and prepare their lunch before reporting for work.

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

- (b) On callout overtime on non-work days, Company will furnish meals at intervals of approximately four (4) but not more than five (5) hours, for as long as such work continues insofar as it is possible to do so.
- (c) Qualifying time for the next meal period shall begin upon completion of previous meal. (Added 7/1/12)

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

- 17.4 (a) On prearranged overtime assignments, Company will provide breakfast if such work begins prior to two (2) hours before the time corresponding to the employee's regular starting time on workdays and non-work days. If such work begins two (2) hours or less before the time corresponding to the employee's regular starting time on a work day or a non-work day the normal meal practice relating to work days shall prevail. If such work continues, Company will furnish meals in accordance with Section 17.2 for the duration of the assignment. (Amended 5/1/81)
- (b) If such prearranged overtime is wholly outside of regularly scheduled work hours on either work days or non-work days, employee shall be eligible for one (1) meal on the job and shall be allowed thirty (30) minutes for consumption of such meal, approximately four (4) but not more than five (5) hours after beginning work, to be considered as time worked. If such work continues, Section 17.2 or 17.3 will be applicable. (Amended 5/1/81)
- 17.5 It shall be the obligation of Company to provide meal time to any employee whose normal meal practices, as herein defined, are disrupted. These meal times shall be given as nearly as possible, to the normal time for eating regular meals.
- 17.6 If an employee is called out during a period defined in the "Normal Meal Practice" but actually reports to work after the "Normal Meal Practice" period, the employee shall be credited the 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 at least two (2) members appointed by the Company and at least two (2) members appointed by the Union. ~~(Amended 1/1/95)~~ (Amended 7/1/237/4/09)
- (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 chairperson~~man~~ will be responsible for an agenda of, and presiding over, scheduled meetings. The secretary shall record the minutes of each meeting and distribute them to all appropriate persons.
- (f) JATC meetings shall be held quarterly or as designated by the Chairperson~~man~~. (Amended 5/1/82) (Amended 7/1/09)

- 18.2 The JATC shall have the responsibility for developing new apprenticeship programs, amending existing apprenticeship programs, and investigating problems related to such areas as entrance requirements, standards of progress, methods of testing and scoring, apprenticeship working conditions, and procedures for removal or freezing when apprentices fail to meet established requirements. (Amended 5/1/82)
- 18.3 The Company shall not be liable for lost time or expenses of the Union appointed members of the JATC.
- 18.4 Any programs or plans which may be agreed upon by the JATC with reference to items listed in 18.2 shall be reduced to writing and upon approval and acceptance by the General Manager of the Company or designee and the Business Manager of the Union or his designee, such supplemental agreements shall constitute an amendment to this Agreement as of the date specified in such supplementary agreement. (Amended 6/11/01)
- 18.5 (Deleted 6/11/01)
- 18.6 When an apprentice in any formalized Apprenticeship Training Program has completed six (6) months at the top step of their apprentice wage progression and has successfully met all requirements for advancement to Journeyman status, they shall automatically be reclassified to the classification and wage rate of a Journeyman within the Department in which their apprenticeship has been served, and the Company shall not be required to post a Journeyman vacancy. When an apprentice has reached the top step of their wage progression and has successfully met all requirements for advancement to Journeyman status, they may be, at Company's discretion, reclassified to the classification and wage rate of Journeyman within the Department in which their apprenticeship has been served, and the Company shall not be required to post a Journeyman vacancy. (Amended 5/1/81)
- 18.7 All apprenticeship job vacancies will be filled in accordance with the provisions of Section 16.10 of this Agreement. (Added 5/1/83)
- 18.8 From the date an apprentice voluntarily drops out of an apprenticeship, they shall not be eligible to bid another apprenticeship for a two (2) year period. (Added 7/1/09)
- 18.9 If an employee desires to attempt more than two (2) apprenticeships, they must appeal the JATC for an attempt at an additional apprenticeship if they failed (washed out) one (1) of their two (2) prior apprenticeships. When there is an absent member from either party, that party may elect to proxy vote their absent member.

TITLE 19  
MISCELLANEOUS

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

- 19.7 The Company will furnish for use by employees all special tools it deems necessary that may be required by any classification in the performance of the job therein. The Company will replace all personal hand tools, as normally purchased by the Company, which are worn out in the service of the Company and are turned in to the Company for replacement.
- (a) A monetary allotment of \$250.00 shall be paid annually on the first pay period of July each year for boots to employees in Maintenance, Production, Building & Grounds, and Hydro Generation occupational groups.
- 19.8 If any part or portion of this contract is determined to be invalid or be superseded by either state or Federal law, by a court of competent jurisdiction, the remaining portions of the contract shall, remain in full force and effect. If the invalid or superseded part is a mandatory subject of collective bargaining under NRS 288.150 (in effect as of the date of this Agreement), the Company and the Union agree to meet within 60 days following such determination to negotiate the invalid or superseded provision.
- 19.9 To facilitate and promote effective communication, cooperation, and early resolution of disputes and issues, the Company and Union agree to form a Labor Management Committee (LMC). The LMC is intended to facilitate communication between the Company and the bargaining unit employees by providing a forum for discussion and collaborative problem-solving relating to:
- (a) Matters arising from the provisions of this Agreement  
(b) Administration of this Agreement  
(c) Exchanging general information of interest to the parties  
(d) Items which affect the working conditions of employees

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

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

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

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

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

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

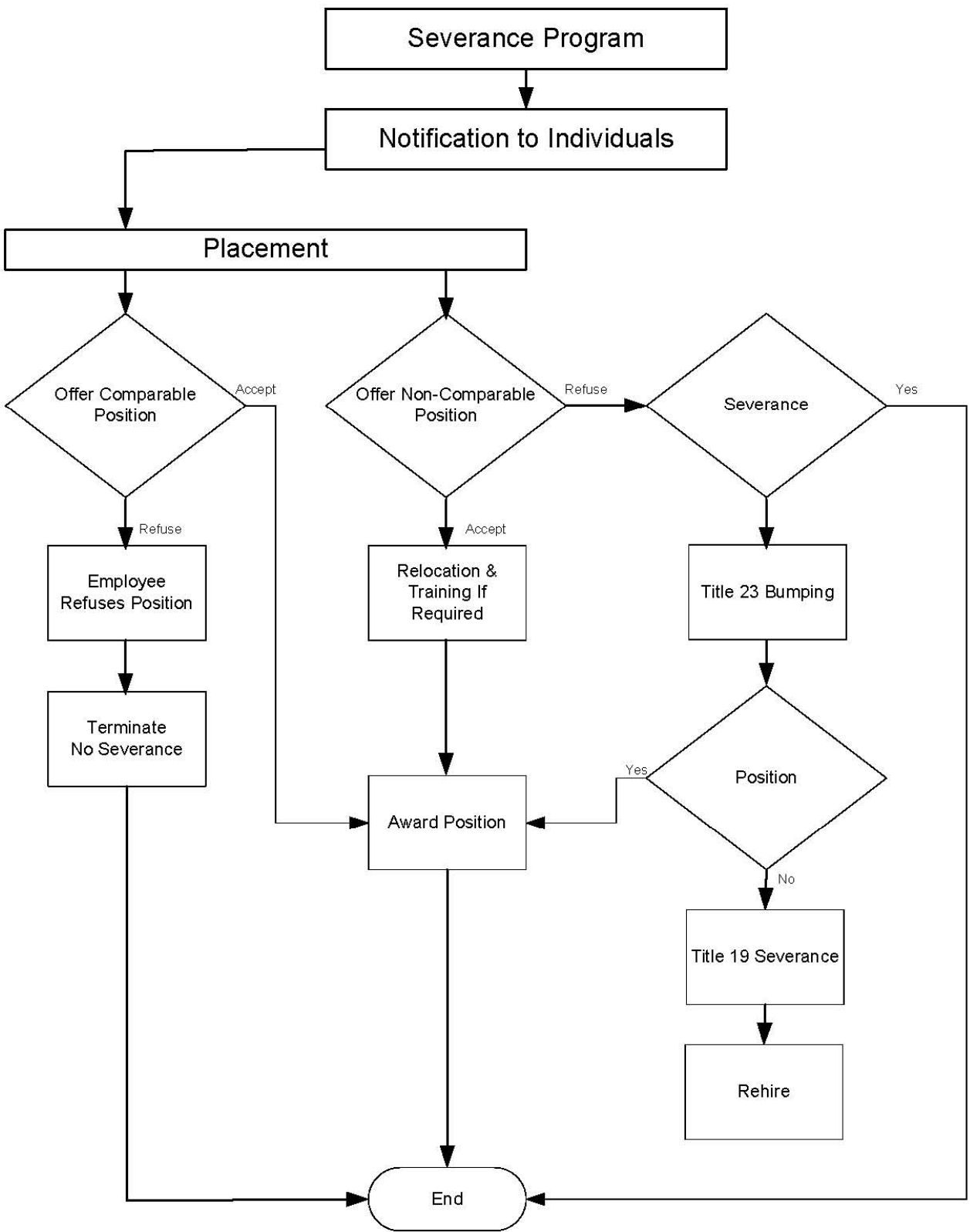
**Bargaining Unit Employees Severance Pay Plan**

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

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

- (a) NOTIFICATION OF INDIVIDUALS: Company will notify Union and employees affected as soon as possible.
- (b) PLACEMENT: Company and Union will work to place Affected Employees in available positions for which they are qualified:
  1. Volunteers will be requested and selected by Company seniority. If there are no volunteers, reverse seniority will be used to select Affected Employees for severance program.
  2. Affected Employee(s) may be offered a comparable position [defined as the same headquarters location (i.e., Reno/Sparks will be considered one location) and same wage (i.e., comparable or higher wage if qualified)]. The Affected Employee will have five (5) working days to notify the Company of their decision. If the Affected Employee accepts the position, it will be awarded to them at the appropriate wage rate. If the Affected Employee refuses the position, he/she will be terminated with no severance. (Amended 6/11/01)
  3. An Affected Employee offered non-comparable position (defined as requiring relocation of greater than a 35-mile radius and/or wage reduction):
    - (a) The Affected Employee will have five (5) days to notify the Company of their decision to accept the offer at the appropriate wage rate.
    - (b) If an Affected Employee accepts and is awarded the position, he/she will be eligible for retraining, if required, and up to \$2000 relocation expense.
    - (c) If an Affected Employee declines, he/she will be eligible for:
      1. Severance defined as:
        - Two (2) weeks of pay for each year of service, with a maximum of 52 weeks
        - A lump sum payment of \$4,500 for training or outplacement services
        - Six (6) months of Company-paid COBRA
- (c) If an Affected Employee declines Severance, they will be eligible for consideration under Title 23, Demotion and Layoff Procedure (bumping).
- (d) Severance Flow Chart - (this chart should only be used as a guide when reviewing Section 19.10)





Severance Plan Flow Chart 19.10 (d)

TITLE 20  
SUPPLEMENTAL BENEFITS FOR INDUSTRIAL INJURY

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

TITLE 21  
GRIEVANCE PROCEDURE

- 21.1 ~~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. A grievance is defined as a dispute or difference of opinion between the Union and Company, regarding the meaning, interpretation, or application of any of the terms of this Agreement. All grievances, including those involving discharge, demotion, or discipline of an individual employee, as well as issues as to whether a dispute is a proper subject for the grievance procedure, shall be determined by the following procedure:~~
- 21.2 ~~Step One - Supervisor: The initial step in the adjustment of a grievance shall be a discussion between the grievant or the Shop Steward and the grievant's first-level supervisor, who will answer within ten (10) calendar days. This step shall be started within thirty (30) calendar days of the date of the action complained of, or the date the grievant should have reasonably been made aware of the incident which is the basis for the grievance. 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. Step Two – Department Head: If the grievance is not resolved in the first step, the second step shall be presentation of the grievance in writing by the grievant, the Shop Steward, or the Union's Business Representative to the appropriate Department Head who oversees the grievant, who shall answer in writing within ten (10) calendar days. The second step shall be started within ten (10) calendar days of the date of the answer in step one. The written presentation of the grievance shall include a clear, concise statement of the grievance, the circumstances involved, the pertinent dates, the decision rendered at the previous step, the identity of the grievant(s), the section(s) of the Agreement alleged to be violated, and the remedy sought. For grievances involving the discharge, discipline, or demotion of an individual employee, where a specific section of the Agreement cannot be identified, the written grievance should identify the policy, rule, or procedure at issue. In cases involving employee demotion, suspension, or termination the information provided by the employee, verbally and in writing, will be considered in resolving the grievance.~~
- 21.4 (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. Step Three – Human Resources: If the grievance is not resolved in the second step, the third step shall be the presentation of the grievance in writing by the grievant, the Shop Steward, or the Union's Business Representative to the Company's Human Resources Director, or their designee, who shall answer in writing within ten (10) calendar days. The second step shall be started within ten (10) calendar days of the date of the answer in step two. The written presentation of the grievance shall include a clear, concise statement of the grievance, the circumstances involved, the pertinent dates, the decision rendered at the previous step, the identity of the grievant(s), the section(s) of the Agreement alleged to be violated, and the remedy sought. For grievances involving the discharge, discipline, or demotion of an individual employee, where a specific section of the Agreement cannot be identified, the written grievance should identify the policy, rule, or procedure at issue. In cases involving employee demotion, suspension, or termination, the information provided by the employee, verbally and in writing, will be considered in resolving the grievance.~~

21.5 ~~STEP 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. Step Four – Joint Grievance Committee: If the grievance is not resolved in the third step, the fourth step shall be the presentation of the grievance in writing by the grievant, the Shop Steward, or the Union's Business Representative to the Human Resources Director, or their designee, for review by a Joint Grievance Committee. The fourth step shall be started within ten (10) calendar days of the date of the answer in step three. The written presentation of the grievance shall include a clear, concise statement of the grievance, the circumstances involved, the pertinent dates, the decision rendered at previous steps, the identity of the grievant(s), the section(s) of the Agreement alleged to be violated, and the remedy sought. For grievances involving the discharge, discipline, or demotion of an individual employee, where a specific section of the Agreement cannot be identified, the written grievance should identify the policy, rule, or procedure in question. In cases involving employee demotion, suspension, or termination, the information provided by the employee, verbally and in writing, will be considered in resolving the grievance. The Joint Grievance Committee shall be comprised of a Union Representative, appointed by the Union and a representative of the Company who were not involved in any of the preceding grievance steps. The Company representative shall not directly supervise any party involved in the grievance steps. The Company representative shall not directly supervise any party involved in the grievance. This committee shall meet within thirty (30) calendar days after the grievance is referred to the Committee, and shall endeavor to make a decision based on the record referred to it. The Joint Grievance Committee may, at its discretion conduct an investigation and or meet with parties or witnesses deemed necessary by the Committee in order to consider and reach a decision. The Joint Grievance Committee shall be authorized to make a decision, which shall be final and binding on the grievant, the union and the Company when members agree on the disposition of a grievance and remedy sought. If members agree on the disposition of a grievance~~

and remedy sought, a statement to that effect shall be signed by the members. When agreement is not reached a statement to that effect shall be signed by the members.

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

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

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

21.7 ~~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) Any grievance not answered by TMWA within the time limits specified in each step shall constitute a~~

proper denial of the grievance on the date the answer was due, and the grievant, the Shop Steward, or the Union's Business Representative may immediately present the grievance to the next step or forego further processing of the grievance. The time limits at any step may be extended by mutual written agreement of the grievant, the Shop Steward, or the Union's Business Representative and TMWA.

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

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

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

- ~~21.11 Notwithstanding the aforementioned procedure, any individual employee shall have the right to present grievances to the Company and to have such grievance adjusted without the intervention of the Union, provided, however, that the adjustment shall not be inconsistent with this Agreement, and provided~~

further, that the Union's Business Representative shall be given an opportunity to be present at such adjustment. Grievances settled by individual employees without representation by Union officials shall not bind either party to an interpretation of this Agreement.

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

## TITLE 22 EMPLOYEE BENEFIT PROGRAMS

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

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

### 22.1 Retirement

- (a) The retirement system for all Regular employees shall be the Public Employee Retirement System of Nevada (PERS) in accordance with applicable provisions of NRS.
- (b) The Retirement rate of compensation will be in accordance with NRS Ch. 286.
- (c) Effective July 1, 2017, Nevada PERS rate increases or decreases shall be split equally between the Company and the employee. The Wage Schedule and the wage of each employee shall be automatically decreased by one-half of any PERS increase and increased by one-half of any PERS rate decrease.

### 22.2 Post Retirement Medical

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

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

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

- (a) Employees who “retire” under the qualified Retirement Plan (minimum age 55 with at least 10 years of service), are eligible for Post Retirement Medical benefits. For Post Retirement Medical Plan provisions, refer to the Truckee Meadows Water Authority Post-Retirement Medical Plan & Trust. (Amended 6/12/06)
  - (b) Employees retiring on or after July 1, 1998, who are under age 65, will pay 20% of the applicable Medical Plan premium (including Dental and Vision); plus an additional 4% of the applicable Medical Plan premium (including Dental and Vision) for each year less than 20 full years of Credited Service.
  - (c) Employees retiring on or after January 1, 1998, who are age 65 or over, or who subsequently become age 65, will be offered the same HMO group policies or plans offered by the Company that provide medical, dental, or vision coverage to as active Bargaining Unit employees, a Medicare Supplement Plan (plan design to be determined and mutually agreed upon in the Joint Wages and Benefits Committee), and a Medicare Risk Contract.
  - (d) Employees retiring on or after July 1, 1998, who are age 65 or over, will pay 15% of the applicable Medical Plan premium (including Dental and Vision); plus an additional 4% of the applicable Medical Plan premium (including Dental and Vision) for each year less than 20 full years of Credited Service. If a retiree elects to participate in a Medicare Risk Contract, the 15% premium will be waived; any additional premium for years of Credited Service less than 20 shall apply. In additional, retirees age 65 or over are required to enroll in and pay the cost of Medicare Part “B” or Medicare Part “C”.
  - (e) **Grandfathering Legacy Note:** Employees who are age 60 or greater with at least 10 years of service as of July 1, 1998, will not be required to pay 20% (or 15% if over age 65) of the applicable premium at the time they retire, but will be required to pay 4% for each year less than 20 full years of Credited Service. For example, an employee who turns 60 on May 1, 1998, but chooses to retire May 1, 2001, when they have 20 years of service, will not be required to pay 20% of their applicable Medical Plan premium.
  - (f) Retirees may choose to waive their medical coverage at the time of retirement or any time thereafter. Waiver is permanent.
  - (g) Retirees may change plans once each year during an annual open enrollment period without pre-existing exclusions. Retirees can change their coverage level (retiree only; retiree plus spouse; etc.) if they incur a family status change within the plan year.
  - (h) Medical Plan premiums will be actuarially determined each plan year. Retirees will be rated separately from active employees for self-funded plans.
  - (i) Unless the parties design a more mutually acceptable plan, all new employees hired on or after January 1, 1998, will receive an individual account balance for post retirement medical equivalent to \$1,250 per year of Credited Service at the time they retire. Details of plan design and administration will be deferred to Joint Wages and Benefits Committee prior to any employee first becoming eligible. The Company agrees to review current plan and determine if improvements can be made to plan. (Amended 7/1/12)
2. **Former Washoe County Employees Benefit:** Their Section applies only to former Washoe County employees who became Company employees through the January 1, 2015 merger of Washoe County Community Services Department Water Utility with and into the Company.
- (a) The 115 Trust has been established to provide the means to fund all or a portion of premiums for post-retirement medical coverage to the above-referenced former Washoe County employees. The benefits payable to participants under the 115 Trust will vary depending on whether the participant is classified as a “Tier 1 Retiree” (hired by Washoe County on or before September 16, 1997) or a “Tier II Retiree” (hired by Washoe County after September 16, 1997 and before July 1, 2012).

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

- (1) For Tier I Retirees with at least ten (10), but less than fifteen (15), years of combined full-time employment with Washoe County and the Company, the maximum benefits payable by the 115 Trust will be 50% of the premium attributable for coverage of such retirees under the medical plans offered to Tier I Retirees under the 115 Trust.
- (2) For Tier I Retirees with at least fifteen (15), but less than twenty (20), years of combined full-time employment with Washoe County and the Company, the maximum benefits payable by the 115 Trust will be 75% of the premium attributable to medical coverage of such retirees under the medical plans offered to Tier I Retirees under the 115 Trust.
- (3) For Tier I Retirees with twenty (20) or more years of combined full-time employment with Washoe County and the Company, the maximum benefits payable by the 115 Trust will be 100% of the premium attributable to medical care coverage of such retirees under the medical plans offered to Tier I Retirees under the 115 Trust.

(c) Benefits for Tier II Retirees: The maximum benefits to be paid by the 115 Trust to Tier II 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 this Agreement. The application of the Board's resolution to all employees covered under this 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 this Agreement. 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. Effective December 13, 2018, the TMWA Board adopted a resolution (Resolution No. 270), which closed participation in the §501-c-9 Post Retirement Medical Plan and Trust (PRMPT). Resolution No. 270 closed participation in the Post Retirement Medical and Life Insurance Plan benefit to new and future employees employed at TMWA after December 13, 2018. Such modification also applies to employees covered under the CBA. No employees hired prior to December 13, 2018, will be affected. (Amended 7/1/23)~~

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

- (a) The Section 457 and 401(a) Deferred Compensation Program for Bargaining Unit Employees of Truckee Meadows Water Authority is provided by the ICMA Retirement Corporation and are the Plans in effect during the term of this Contract. For more detailed information regarding the Plans, refer to the Plan Document distributed by the Plan. (Amended 6/12/06)
- (b) The Company will pay the normal administrative fee for all plan participants.
- (c) The maximum employee contribution is defined by Federal law.(d) For fiscal year 2009-2010, the Company will provide a match of one dollar (\$1.00) for each dollar of employee contributions up to three (3) percent of the following total earnings: (amended 6/11/03) (Amended 7/1/09)
- (d) 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/domestic partner; employee and child or children; and, employee and family (with spouse or domestic partner). Employee contributions will be made bi-weekly on a pre-tax basis.
- (f) The Company will pay one hundred (100) percent of the premium for the employee only coverage premium.
- (g) The Company will pay fifty-five (55) percent of the dependent coverage premium. Employees working less than a full-time work schedule will be required to pay a prorated premium for the employee only and dependent coverage categories based on the regular hours scheduled.
- (h) The rates and the level of benefits will be determined by the City of Reno.

22.5 Group Life Insurance

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

22.6 (Deleted 6/11/01)

22.7 Long-Term Disability Income Plan

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

22.8 Benefits for Part-Time Employees

- (a) The following provisions apply to part-time employees hired on or after January 1, 1995, and to part-time employees who assume full-time status and subsequently revert to part time on or after January 1, 1995, and to full-time employees who become part-time on or after January 1, 1995.
  - 1. Allowance for vacation, sick leave, holidays and other nonproductive time will be prorated as described in Title 3.5(a).
  - 2. To participate in the benefits programs, employees must work a minimum of 20 hours per week.

3. All welfare benefits will have the appropriate premium allocation between Company and the employee based on the following formula:
  - (i) Twenty (20) hours per week = one-half (1/2) time.
  - (ii) More than twenty (20) but less than thirty-one (31) hours per week = three-quarter (3/4) time.
  - (iii) Thirty-one (31) or more hours per week = full time.

#### 22.9 Joint Benefits Committee

- (a) A Joint Benefits Committee was established as of January 1, 1995, for the purpose of reviewing Medical, Benefit and Dependent Care costs, issues and trends and to make non-binding recommendations for improving savings and enhancing Medical, Benefit and Dependent Care Programs/Policies and to assist employees in dealing with Child/Elder Care issues. The Joint Benefits Committee meets at least quarterly unless mutually agreed to meet more often when necessary. Direct payroll costs for Bargaining Unit members are shared equally by Local #1245 and Company. Either party may cancel this agreement with 30 days notice. (Amended 6/11/03)
- (b) The Committee will consist of the Union Business Representative and three (3) Union members and the Representative of the General Manager and four (4) MPAT employees assigned by the General Manager. The Committee will be chartered to review health and welfare plans, and 457 plans during the term of the contract. (Amended 6/11/03) (Amended 7/1/09)

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

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

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

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

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

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

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

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

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

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

22.12 Military Leave (Added 6/11/01)

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

TITLE 23  
DEMOTION AND LAYOFF PROCEDURE

23.1

I. General Rules

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

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

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

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

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

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

## II. Notices

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

- (a) Company will give an employee who is to be demoted as much notice thereof as possible, but not less than three (3) days, advising them of the classification to which they are to be demoted and whether there are any jobs with respect to which they may exercise an election by filling a vacancy or by demoting another employee.
- (b) Not more than three (3) days after receiving the notice provided for in Subsection (a), the employee shall advise the Company of their decision with respect to exercising the election.

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

- (c) Within three (3) days after receipt of the list described in Subsection (b), the employee shall notify Company of their election to transfer and indicate the job locations in the order of their preference. Preferential consideration shall be given to employees in the order of their Company seniority. While Company shall endeavor to give effect to an employee's preference in the order they have indicated, Company seniority shall be the determining factor where two (2) or more employees express a preference for a single job classification or headquarters location. Company shall notify an employee as to the specific location to which they will be transferred and the effective date of the transfer.
- (d) An employee's failure to give the notices prescribed in Subsections (b) and (c) will operate to forfeit their right of election.
- (e) Any transfer resulting from the application of this Section shall be effective not later than fifteen (15) days from the giving of the notice provided for in Subsection (a).

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

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

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

- (c) If an employee cannot for any reason effect an election in accordance with (a) or (b) above, he shall demote into the general demotional pool.
- (d) All jobs below entry line, in Exhibit C, shall be considered as a general demotional pool for demotion purposes. All demotions to be by Company seniority. (Amended 6/11/01)

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

- (e) In all demotions and/or layoffs, the employees demoting into a job must be able and willing to perform the duties of the job with a minimum of further training. Company shall make the determination of minimum training needed in all such cases.
- (f) Journeymen who can demote apprentices shall retain Journeyman status and the junior apprentice(s) shall be demoted.

IV. Layoff

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

V. Notice of Layoff

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

VI. Accelerated Promotion

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

- (a) Bids made by employees who formerly worked in such job classification and headquarters; demoted from such classification from such headquarters. An employee's bid shall not be considered under this subsection if following their demotion or transfer they have not exercised each opportunity available to them to bid on a job in their former classification and headquarters;
- (b) Bids made by employees listed in Subsection (a) above who formerly worked in such job classification.  
In considering, under Subsection (a) or (b), bids received from two (2) or more employees on the same job, Company shall give preferential consideration to the bid made by the employee who has the greatest Company seniority.

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

VII. Enabler

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

TITLE 24  
TERM OF AGREEMENT

24.1 This Agreement shall take effect as of July 1, 2023, ~~February 21, 2018~~. The term of this Agreement shall continue in full force and effect until June 30, ~~2027~~2024, unless written notice of change or termination shall be given by either party ninety (90) days prior to the expiration date above or the expiration date of any year thereafter. (Amended 6/11/03) (Amended 7/1/09)(Amended 7/1/12)(Amended 7/1/23)

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

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

This Agreement cancels and supersedes that certain Agreement and Exhibits entered into on July 1, 2023~~July 1, 2012, and extended on July 1, 2015~~, by the Company and the Union.

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

~~February 21, 2018~~ July 1, 2023 – June 30, 2027

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

TRUCKEE MEADOWS WATER AUTHORITY

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 1245

John Zimmerman~~Mark Foree~~, General Manager

Bryce Twichell~~Travis Bunkowski~~

Geno Martini~~Kristopher Dahir~~, Chair  
Truckee Meadows Water Authority Board of  
Directors

Joshua Brandenburg~~Chris Hires~~

Rick Pickworth

Brandyn Rada

Neil McIntyre

Mike Venturino~~Pat Waite~~, Business Representative

Dylan Gottfried~~Tom Dalzell~~, Senior Assistant  
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/Forewoman, 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, M/C-W/P~~
  - ~~• Apprentice Mechanic Specialist, M/C-W/P~~~~

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

~~-~~

~~• FY2024 (July 2023 – June 2024)~~

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

~~-~~  
~~• FY2025 (July 2024 – June 2025)~~

- ~~○ Effective the first full pay period following July 1, 2024, employees shall receive a three and one-half percent (3.5%) increase.~~

~~-~~  
~~• FY2026 (July 2025 – June 2026)~~

- ~~○ Effective the first full pay period following July 1, 2025, employees shall receive a general wage increase of no less than two percent (2.0%) but not greater than three and one-half percent (3.5%) based on the Consumer Price Index (CPI) as determined by the Bureau of Labor Statistics. The specific CPI shall be CPI for All Urban Consumers~~

(CPI-U): Selected Areas, all items index – West urban Size Class B/C (2.5 million or less) from comparing December to December of the previous year. The CPI is a non-seasonally adjusted, annual index and will be rounded to the nearest one-tenth decimal point (CPI Series ID: CUURN400SA0).

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

–  
• **FY2027 (July 2026 – June 2027)**

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

ATTACHMENT I EXHIBIT "A" (1) WAGE SCHEDULE (Amended 07/3/2023)

Job Class No.	Job Title/Classification	Wage Step	Wages as of 7/03/22	Wages upon ratification	Wages as of 7/03/23	Wages as of 7/17/23	Wages as of 7/17/23	Wages as of 7/01/24	Wages as of 7/14/25	Wages as of 8/2025	Wages as of 7/13/26
				Plus	Plus	Plus to offset PERS Increase	Decrease for PERS Increase*	Plus	Plus CPI Based <sup>1</sup> to 3.5%	CPI 2% for PERS <sup>2</sup>	Offset of up to 1% for PERS <sup>2</sup>
				1.00%	5.00%	1.875%	1.875%	3.50%	TBD	TBD	TBD
N/A	Welding Premium		\$2.57	\$2.60	\$2.73	\$2.78	\$2.73	\$2.83	TBD	TBD	TBD
N/A	Pager Premium		\$5.88	\$5.94	\$6.24	\$6.36	\$6.24	\$6.46	TBD	TBD	TBD
54040	Fitter Apprentice	Start	\$32.69	\$33.02	\$34.67	\$35.32	\$34.67	\$35.88	TBD	TBD	TBD
		6 Months	\$33.76	\$34.10	\$35.81	\$36.48	\$35.81	\$37.06	TBD	TBD	TBD
		1 Year	\$35.29	\$35.64	\$37.42	\$38.12	\$37.42	\$38.73	TBD	TBD	TBD
		18 Months	\$36.33	\$36.69	\$38.52	\$39.24	\$38.52	\$39.87	TBD	TBD	TBD
53045	Hydro/Generation Mechanic Apprentice	Start	\$35.09	\$35.44	\$37.21	\$37.91	\$37.21	\$38.51	TBD	TBD	TBD
		6 Months	\$35.95	\$36.31	\$38.13	\$38.84	\$38.13	\$39.46	TBD	TBD	TBD
		1 Year	\$37.70	\$38.08	\$39.98	\$40.73	\$39.98	\$41.38	TBD	TBD	TBD
		18 Months	\$38.58	\$38.97	\$40.92	\$41.69	\$40.92	\$42.35	TBD	TBD	TBD
		2 Years	\$40.33	\$40.73	\$42.77	\$43.57	\$42.77	\$44.27	TBD	TBD	TBD
		30 Months	\$42.09	\$42.51	\$44.64	\$45.48	\$44.64	\$46.20	TBD	TBD	TBD
55010	Mechanic Maintenance/Control-WP Apprentice	Start	\$36.48	\$36.84	\$38.68	\$39.41	\$38.68	\$40.03	TBD	TBD	TBD
		6 Months	\$37.37	\$37.74	\$39.63	\$40.37	\$39.63	\$41.02	TBD	TBD	TBD
		1 Year	\$39.20	\$39.59	\$41.57	\$42.35	\$41.57	\$43.02	TBD	TBD	TBD
		18 Months	\$40.13	\$40.53	\$42.56	\$43.36	\$42.56	\$44.05	TBD	TBD	TBD
		2 Years	\$41.96	\$42.38	\$44.50	\$45.33	\$44.50	\$46.06	TBD	TBD	TBD
		30 Months	\$43.78	\$44.22	\$46.43	\$47.30	\$46.43	\$48.06	TBD	TBD	TBD
53000	Hydro/Generation Operator Apprentice	Start	\$38.63	\$39.02	\$40.97	\$41.74	\$40.97	\$42.40	TBD	TBD	TBD
		6 Months	\$40.03	\$40.43	\$42.45	\$43.25	\$42.45	\$43.94	TBD	TBD	TBD
		1 Year	\$41.88	\$42.30	\$44.42	\$45.25	\$44.42	\$45.97	TBD	TBD	TBD
		18 Months	\$42.81	\$43.24	\$45.40	\$46.25	\$45.40	\$46.99	TBD	TBD	TBD
55070	Water Plant Operator Apprentice	Start	\$38.13	\$38.51	\$40.44	\$41.20	\$40.44	\$41.86	TBD	TBD	TBD
		6 Months	\$39.51	\$39.91	\$41.91	\$42.70	\$41.91	\$43.38	TBD	TBD	TBD
		1 Year	\$40.91	\$41.32	\$43.39	\$44.20	\$43.39	\$44.91	TBD	TBD	TBD
		18 Months	\$42.30	\$42.72	\$44.86	\$45.70	\$44.86	\$46.43	TBD	TBD	TBD
		2 Years	\$43.71	\$44.15	\$46.36	\$47.23	\$46.36	\$47.98	TBD	TBD	TBD
				30 Months	\$45.09	\$45.54	\$47.82	\$48.72	\$47.82	\$49.49	TBD
		36 Months	\$46.48	\$46.94	\$49.29	\$50.21	\$49.29	\$51.02	TBD	TBD	TBD

55120	SCADA Technician Apprentice	Start	\$39.85	\$40.25	\$42.26	\$43.05	\$42.26	\$43.74	TBD	TBD	TBD
		6 Months	\$40.88	\$41.29	\$43.35	\$44.16	\$43.35	\$44.87	TBD	TBD	TBD
		1 Year	\$41.87	\$42.29	\$44.40	\$45.23	\$44.40	\$45.95	TBD	TBD	TBD
		18 Months	\$42.87	\$43.30	\$45.47	\$46.32	\$45.47	\$47.06	TBD	TBD	TBD
		2 Years	\$43.84	\$44.28	\$46.49	\$47.36	\$46.49	\$48.12	TBD	TBD	TBD
		30 Months	\$44.86	\$45.31	\$47.58	\$48.47	\$47.58	\$49.25	TBD	TBD	TBD
		3 Years	\$45.86	\$46.32	\$48.64	\$49.55	\$48.64	\$50.34	TBD	TBD	TBD
53040	Plant Electrician Apprentice	Start	\$36.84	\$37.21	\$39.07	\$39.80	\$39.07	\$40.44	TBD	TBD	TBD
		6 Months	\$37.73	\$38.11	\$40.02	\$40.77	\$40.02	\$41.42	TBD	TBD	TBD
		1 Year	\$39.58	\$39.98	\$41.98	\$42.77	\$41.98	\$43.45	TBD	TBD	TBD
		18 Months	\$40.51	\$40.92	\$42.97	\$43.78	\$42.97	\$44.47	TBD	TBD	TBD
		2 Years	\$42.35	\$42.77	\$44.91	\$45.75	\$44.91	\$46.48	TBD	TBD	TBD
		30 Months	\$44.20	\$44.64	\$46.87	\$47.75	\$46.87	\$48.51	TBD	TBD	TBD
55045	Equipment Specialist Assistant	Start	\$37.44	\$37.81	\$39.70	\$40.44	\$39.70	\$41.09	TBD	TBD	TBD
		6 Months	\$39.37	\$39.76	\$41.75	\$42.53	\$41.75	\$43.21	TBD	TBD	TBD
		1 Year	\$41.30	\$41.71	\$43.80	\$44.62	\$43.80	\$45.33	TBD	TBD	TBD
		18 Months	\$43.23	\$43.66	\$45.84	\$46.70	\$45.84	\$47.44	TBD	TBD	TBD
		2 Years	\$45.17	\$45.62	\$47.90	\$48.80	\$47.90	\$49.58	TBD	TBD	TBD
51015	Facilities & Grounds Maintenance I	Start	\$27.05	\$27.32	\$28.69	\$29.23	\$28.69	\$29.69	TBD	TBD	TBD
		6 Months	\$29.18	\$29.47	\$30.94	\$31.52	\$30.94	\$32.02	TBD	TBD	TBD
51020	Facilities & Grounds Maintenance II	Start	\$31.30	\$31.61	\$33.19	\$33.81	\$33.19	\$34.35	TBD	TBD	TBD
		6 Months	\$33.99	\$34.33	\$36.05	\$36.73	\$36.05	\$37.31	TBD	TBD	TBD
51025	Facilities & Grounds Maintenance - Senior	Start	\$38.81	\$39.20	\$41.16	\$41.93	\$41.16	\$42.60	TBD	TBD	TBD
54010	Facilities Locator	Start	\$41.78	\$42.20	\$44.31	\$45.14	\$44.31	\$45.86	TBD	TBD	TBD
54045	Fitter	Start	\$39.41	\$39.80	\$41.79	\$42.57	\$41.79	\$43.25	TBD	TBD	TBD
54050	Fitter/Welder	Start	\$40.90	\$41.31	\$43.38	\$44.19	\$43.38	\$44.90	TBD	TBD	TBD
		Step 2	\$42.17	\$42.59	\$44.72	\$45.56	\$44.72	\$46.29	TBD	TBD	TBD
		Step 3	\$43.46	\$43.89	\$46.08	\$46.94	\$46.08	\$47.69	TBD	TBD	TBD
		Step 4	\$44.72	\$45.17	\$47.43	\$48.32	\$47.43	\$49.09	TBD	TBD	TBD
52030	Foreman/Forewoman, Customer Services Rep, Working	Start	\$38.39	\$38.77	\$40.71	\$41.47	\$40.71	\$42.13	TBD	TBD	TBD
53080	Foreman/Forewoman, General Customer Services Rep, Working	Start	\$42.21	\$42.63	\$44.76	\$45.60	\$44.76	\$46.33	TBD	TBD	TBD
6042	Foreman/Forewoman, General, Heavy, Water	Start	\$56.34	\$56.90	\$59.75	\$60.87	\$59.75	\$61.84	TBD	TBD	TBD
52040	Foreman/Forewoman, General, Hydro/Generation, Working	Start	\$59.72	\$60.32	\$63.34	\$64.53	\$63.34	\$65.56	TBD	TBD	TBD

6043	Foreman/Forewoman, General, Light, Water	Start	\$53.88	\$54.42	\$57.14	\$58.21	\$57.14	\$59.14	TBD	TBD	TBD
6016	Foreman/Forewoman, General, Mechanic, Hydro/Generation Working	Start	\$56.34	\$56.90	\$59.75	\$60.87	\$59.75	\$61.84	TBD	TBD	TBD
55060	Foreman/Forewoman, General, Mechanic, Maintenance and Control, Working	Start	\$58.59	\$59.18	\$62.14	\$63.31	\$62.14	\$64.31	TBD	TBD	TBD
55110	Foreman/Forewoman, General, Shift, Water Treatment, Working	Start	\$59.72	\$60.32	\$63.34	\$64.53	\$63.34	\$65.56	TBD	TBD	TBD
53070	Foreman/Forewoman, Hydro/Generation, Working	Start	\$54.26	\$54.80	\$57.54	\$58.62	\$57.54	\$59.55	TBD	TBD	TBD
54080	Foreman/Forewoman, Light, Working, Water	Start	\$48.95	\$49.44	\$51.91	\$52.88	\$51.91	\$53.73	TBD	TBD	TBD
55050	Foreman/Forewoman, Mechanic Maintenance/Control- WP	Start	\$53.25	\$53.78	\$56.47	\$57.53	\$56.47	\$58.45	TBD	TBD	TBD
55100	Foreman/Forewoman, Shift, Water Treatment, Working	Start	\$54.26	\$54.80	\$57.54	\$58.62	\$57.54	\$59.55	TBD	TBD	TBD
54090	Foreman/Forewoman, Working, Heavy, Water	Start	\$51.20	\$51.71	\$54.30	\$55.32	\$54.30	\$56.20	TBD	TBD	TBD
51000	Helper	Start	\$23.29	\$23.52	\$24.70	\$25.16	\$24.70	\$25.56	TBD	TBD	TBD
		6 Months	\$25.13	\$25.38	\$26.65	\$27.15	\$26.65	\$27.58	TBD	TBD	TBD
		1 Year	\$26.95	\$27.22	\$28.58	\$29.12	\$28.58	\$29.58	TBD	TBD	TBD
		18 Months	\$29.26	\$29.55	\$31.03	\$31.61	\$31.03	\$32.12	TBD	TBD	TBD
54070	Inspector	Start	\$49.32	\$49.81	\$52.30	\$53.28	\$52.30	\$54.13	TBD	TBD	TBD
		2 Year <sup>3</sup>	\$50.20	\$50.70	\$53.24	\$54.24	\$53.24	\$55.10	TBD	TBD	TBD
54075	Construction Inspector	Start	\$47.18	\$47.65	\$50.03	\$50.97	\$50.03	\$51.78	TBD	TBD	TBD
		1 Year	\$49.32	\$49.81	\$52.30	\$53.28	\$52.30	\$54.13	TBD	TBD	TBD
53050	Hydro/Generation Mechanic	Start	\$46.55	\$47.02	\$49.37	\$50.30	\$49.37	\$51.10	TBD	TBD	TBD
55020	Certified Maintenance & Control WP Mechanic	Start	\$43.85	\$44.29	\$46.50	\$47.37	\$46.50	\$48.13	TBD	TBD	TBD
		6 Months	\$45.21	\$45.66	\$47.94	\$48.84	\$47.94	\$49.62	TBD	TBD	TBD
55030	Specialist, Maintenance & Control WP Mechanic	Start	\$48.41	\$48.89	\$51.33	\$52.29	\$51.33	\$53.13	TBD	TBD	TBD
54020	Equipment Operator I	Start	\$34.32	\$34.66	\$36.39	\$37.07	\$36.39	\$37.66	TBD	TBD	TBD
		6 Months	\$36.01	\$36.37	\$38.19	\$38.91	\$38.19	\$39.53	TBD	TBD	TBD
54025	Equipment Operator II	Start	\$36.43	\$36.79	\$38.63	\$39.35	\$38.63	\$39.98	TBD	TBD	TBD
		1 Year	\$38.10	\$38.48	\$40.40	\$41.16	\$40.40	\$41.81	TBD	TBD	TBD
54030	Equipment Operator III	Start	\$39.41	\$39.80	\$41.79	\$42.57	\$41.79	\$43.25	TBD	TBD	TBD
54035	Equipment Operator Heavy	Start	\$40.68	\$41.09	\$43.14	\$43.95	\$43.14	\$44.65	TBD	TBD	TBD
		1 Year	\$41.47	\$41.88	\$43.97	\$44.79	\$43.97	\$45.51	TBD	TBD	TBD
53010	Hydro/Generation Operator	Start	\$46.55	\$47.02	\$49.37	\$50.30	\$49.37	\$51.10	TBD	TBD	TBD
TBD	Operator/Technician Power Generation	Start	\$50.99	\$51.50	\$54.08	\$55.09	\$54.08	\$55.97	TBD	TBD	TBD

		1 Year	\$52.10	\$52.62	\$55.25	\$56.29	\$55.25	\$57.18	TBD	TBD	TBD
8470	Water Plant Operator, Grade II, Treatment Only	Start	\$42.46	\$42.88	\$45.02	\$45.86	\$45.02	\$46.60	TBD	TBD	TBD
55080	Water Plant Operator, Grade II, Treatment & Distribution	Start	\$46.48	\$46.94	\$49.29	\$50.21	\$49.29	\$51.02	TBD	TBD	TBD
55090	Water Plant Operator, Grade III, Treatment & Distribution	Start	\$49.34	\$49.83	\$52.32	\$53.30	\$52.32	\$54.15	TBD	TBD	TBD
52000	Accounts Payable Representative	Start	\$26.12	\$26.38	\$27.70	\$28.22	\$27.70	\$28.67	TBD	TBD	TBD
		1 Year	\$28.64	\$28.93	\$30.38	\$30.95	\$30.38	\$31.44	TBD	TBD	TBD
		2 Years	\$31.09	\$31.40	\$32.97	\$33.59	\$32.97	\$34.12	TBD	TBD	TBD
52010	Customer Service Representative	Start	\$26.12	\$26.38	\$27.70	\$28.22	\$27.70	\$28.67	TBD	TBD	TBD
		6 Months	\$28.57	\$28.86	\$30.30	\$30.87	\$30.30	\$31.36	TBD	TBD	TBD
		1 Year	\$31.09	\$31.40	\$32.97	\$33.59	\$32.97	\$34.12	TBD	TBD	TBD
52020	Senior Customer Services Representative	Start	\$38.26	\$38.64	\$40.57	\$41.33	\$40.57	\$41.99	TBD	TBD	TBD
54000	Service Utility Worker	Start	\$32.20	\$32.52	\$34.15	\$34.79	\$34.15	\$35.35	TBD	TBD	TBD
		6 Months	\$33.14	\$33.47	\$35.14	\$35.80	\$35.14	\$36.37	TBD	TBD	TBD
		1 Year	\$35.11	\$35.46	\$37.23	\$37.93	\$37.23	\$38.53	TBD	TBD	TBD
54060	Water Service Technician	Start	\$42.85	\$43.28	\$45.44	\$46.29	\$45.44	\$47.03	TBD	TBD	TBD
55040	Water Treatment Equipment Specialist	Start	\$46.55	\$47.02	\$49.37	\$50.30	\$49.37	\$51.10	TBD	TBD	TBD
51035	Heating Ventilation and Air Conditioning (HVAC) Specialist	Start	\$40.90	\$41.31	\$43.38	\$44.19	\$43.38	\$44.90	TBD	TBD	TBD
		1 Year	\$42.17	\$42.59	\$44.72	\$45.56	\$44.72	\$46.29	TBD	TBD	TBD
		2 years	\$43.46	\$43.89	\$46.08	\$46.94	\$46.08	\$47.69	TBD	TBD	TBD
55000	Water Supply Specialist	Start	\$32.95	\$33.28	\$34.94	\$35.60	\$34.94	\$36.16	TBD	TBD	TBD
		6 Months	\$34.70	\$35.05	\$36.80	\$37.49	\$36.80	\$38.09	TBD	TBD	TBD
		1 Year	\$36.37	\$36.73	\$38.57	\$39.29	\$38.57	\$39.92	TBD	TBD	TBD
		Journey Step <sup>3</sup>	\$39.41	\$39.80	\$41.79	\$42.57	\$41.79	\$43.25	TBD	TBD	TBD
53020	Plant Electrical Technician	Start	\$49.85	\$50.35	\$52.87	\$53.86	\$52.87	\$54.72	TBD	TBD	TBD
53030	Power Generation Technician	Start	\$49.85	\$50.35	\$52.87	\$53.86	\$52.87	\$54.72	TBD	TBD	TBD
55130	SCADA Technician	Start	\$49.85	\$50.35	\$52.87	\$53.86	\$52.87	\$54.72	TBD	TBD	TBD
		6 Months	\$50.99	\$51.50	\$54.08	\$55.09	\$54.08	\$55.97	TBD	TBD	TBD
		1 Year	\$52.10	\$52.62	\$55.25	\$56.29	\$55.25	\$57.18	TBD	TBD	TBD

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

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

<sup>3</sup>Progression to Step is based on qualifications. Refer to Attachment II Exhibit "B" (1)

ATTACHMENT II  
EXHIBIT "B" (1)  
(As Amended, July 1, 2023~~42~~)

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 APPRENTICE

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

53045 APPRENTICE, MECHANIC, HYDROELECTRIC/ DIESEL GENERATION MECHANIC APPRENTICE

An employee who is engaged in performing work as an assistant to or under the general direction of Foreman/~~Fore~~woman, ~~Hydroelectric / Diesel Generation Mechanic, Hydro/Generation, Operator - Hydro Generation Journeyman, Power Generation Technician 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, ~~and demonstrated competency~~. The employee's educational and general qualifications must be such that they are considered capable of attaining Journeyman status. ~~Upon completion of a TMWA approved Mechanic Apprenticeship, individuals shall auto progress to the position of Mechanic, Hydro/Generation Mechanic.~~

55010 APPRENTICE, MECHANIC, MAINTENANCE/ & CONTROL, WP APPRENTICE

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

53000 APPRENTICE, OPERATOR, HYDRO/GENERATION OPERATOR APPRENTICE

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

55070 ~~APPRENTICE, OPERATOR, WATER PLANT OPERATOR APPRENTICE~~

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

55120 ~~APPRENTICE, SCADA TECHNICIAN APPRENTICE~~

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

53040 ~~APPRENTICE, PLANT, ELECTRICALIAN, TECHNICIAN APPRENTICE~~

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

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 ~~or~~ TMWA Fitter apprenticeship and is qualified by training and knowledge to locate Truckee Meadows Water Authority (TMWA) facilities. Responds to requests for information on underground utility locations; conducts field location inspections and clearly marks the utility in the area of the proposed excavation as described in the locate request. Documents and prioritizes utility locate requests and data including emergency requests. The employee shall have an advanced working knowledge of the entire distribution system as well as a firm grasp of inspection procedures and policies. Must have the knowledge and experience in the application of pipe and cable locators and GPS equipment to locate facilities including water lines, communication lines and electrical lines. Must be able to read and interpret cards, maps and as-built drawings that are utilized as reference material to locate facilities. Identifies errors on maps and provides detailed map corrections to the G.I.S department to accurately capture the location of the facilities. Must be able to work with computers to interface with a mobile dispatch and work order management systems. Must be familiar with the Underground Services Alert (USA) locate system and pertinent State regulations in regards to underground utility locating requirements. May be required to investigate, document and file reports/claims on 3<sup>rd</sup> 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 or TMWA Fitter apprenticeship. Must maintain State of Nevada Grade II Water Distribution certification or equivalent. Employee must certify by completing and passing the most current edition of the API 1104 Multiple Qualifications Test.

- Must have successfully completed a Fitter Apprenticeship.
- Bidding process shall be based on the existing lines of progression in the Collective Bargaining Agreement (CBA).
- The employee is required to complete and pass a semester of each of the following courses, Welding I, Welding Practice I, Welding II and Welding Practice II through TMCC or “qualified equivalent courses”. It is required that the courses Welding I and Welding I Practice be taken concurrently and the courses Welding II and Welding II Practice be taken concurrently. Any courses presented as a substitution under “qualified equivalent courses” shall be agreed upon by the Company and the Union.
- All courses must have prior approval. Upon successful completion of a course, reimbursement shall be through TMWA’s Tuition Reimbursement program.
- Courses shall be attended outside of regularly scheduled work hours. If the course is not available after regularly scheduled work hours, the employee shall be required to obtain additional approval from the Company prior to registering for the course. Time spent in courses is not subject to compensation.
- The employee must immediately enroll in the first required course upon being awarded the position of fitter/welder and attend the first course offered and the sequential courses the following semester. The employee must be able to be certified within 18 months unless an extension of time is agreed upon by the Company and the Union.
- Upon successful completion of the required courses, the employee must certify by completing and passing the most current edition of the **API 1104 Multiple Qualifications Test**. Testing of the welded pipe will be administered by a qualified third party testing facility. The welds to be tested will be performed in the presence of a certified welder and or an qualified welding inspector, who will verify that all welding procedures were followed and will certify in writing the name of the person that performed the welds, weld date, time, location, rod, machine settings and procedure used. This information will then accompany the welded pipe to the certified testing facility. The employee must use 12.75” outside diameter or larger pipe and a minimum of ¼” wall thickness for testing.
- If the employee is not successful in completing 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 as outlined in Attachment 1 Exhibit "A" (1) 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 u~~Upon successful completion of the Welding I and Welding I Practice courses.
  3. Step III: ~~shall pay \$34.93 per hour u~~Upon successful completion of the Welding II and Welding II Practice courses.
  4. Step IV: ~~shall pay \$35.96 which i~~s 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.~~  
An employee who, under general supervision, is in charge and responsible for the operation of all Hydroelectric Plants, related conveyances and infrastructure as well as all Stand-by Diesel Generators. The Foreman/Forewoman will provide daily direction and or assignments to personnel assigned to Hydroelectric or Standby Diesel Generation positions. Will work in conjunction with the Production staff in coordinating any maintenance or operations affecting the Highland Canal and Orr Ditch Pump/Hydro Facility operations. Will be required to measure and record water flows. May assist in the operations and maintenance of reservoir control structures. The Foreman/Forewoman must possess the knowledge and skills through experience and training to direct and train the Hydroelectric / Diesel Generation Operator(s) or Apprentice Operator(s), the Hydroelectric / Diesel Generation Mechanic and/or related apprentice(s), as well as the Certified Diesel Power Generation Technician(s). The Foreman/Forewoman shall be responsible for controlling the Lumberyard inventory and access as well as determining the lumber and hardware needed for flume repairs and rebuilds and may be required to provide construction management and inspection. The employee shall be responsible for keeping proper records of plant operations, reoccurring scheduled plant component testing and inspection records as well as maintenance and outage records. Additionally, the Foreman/Forewoman is responsible for assuring all Hydroelectric Plant and Standby Diesel Generation maintenance is documented in the Maintenance Management Program. The Foreman/Forewoman will be responsible for tracking his/her daily time on the job as well as tracking and reviewing the daily work time of personnel under their supervision. Additionally, will also be responsible for preparing proper notes and keeping records as well as other clerical work associated with their job and crew. Personnel working in this position are required to maintain a commitment to acquiring training and education to keep current with emerging technologies. The employee shall be thoroughly familiar with clearance rules, electrical and mechanical Lockout-Tagout and safety rules. In the absence of management, the employee is authorized to issue and grant all power company clearances.

55060 FOREMAN/WOMAN, MECHANIC, MAINTENANCE & CONTROL; WP MECHANIC, WORKING

An employee who has the knowledge and skill through experience and training to work with and direct the activities of ~~contractors as well as other TMWA employees a crew~~ engaged in construction and maintenance of facilities connected with or related to the Water Production Department. Must be a ~~Journeyman-Journeylevel~~ Mechanic, Specialist, Maintenance & Control; WP Mechanic, to be

considered for promotion to this classification. Must be skilled in the crafts in which they work and have sufficient knowledge of all tools and equipment used under their direction and guidance. Must be familiar with all phases of construction including site work, excavation, carpentry, concrete work, steelwork, fencing, buildings, grounding, installation of both metallic and non-metallic conduit, and their underground facilities. Must have a working knowledge of the SCADA system. Must have knowledge of mechanical equipment, chemical handling equipment, and piping systems used in water production, treatment, and distribution facilities, including, but not limited to, production wells, booster production, pressure regulator stations, water treatment plants and associated facilities. Must have sufficient knowledge of the function of water system equipment, how it operates mechanically, hydraulically and electronically. Must be able to interpret plans, sketches, specifications and written instructions. Will be required to interpret and work from various service and repair manuals. Must be thoroughly familiar with work procedures and methods for the assigned area of responsibility. Will be required to keep and maintain accurate and legible records of the operation and maintenance of water system related mechanical equipment. Shall be thoroughly familiar with Company's dispatching, clearance, rigging and hazardous materials handling regulations. Requires four (4) years experience as a Specialist Maintenance & Control WP Mechanic. Must maintain a State of Nevada Grade III Water Distribution Certification, State of Nevada Grade II Treatment Certification, and a current driver's license.

55100 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.

54090 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 or TMWA Fitter apprenticeship. Must have demonstrated satisfactory performance as a light Foreman/woman for at least one (1) year or have equivalent experience before consideration will be given for promotion to this classification. Crew size will not be limited in number or skilled classifications under direction by this classification. Must be skilled in the crafts in which they work and possess sufficient knowledge of all tools and equipment which they may have occasion to use or to be used under their direction and guidance. They must be able to interpret plans, sketches, specifications, and written instructions. Must be thoroughly familiar with the work procedures and methods for the area of responsibility assigned. Must possess sufficient familiarity with symbols and dimensions as related to plans. Will be required to keep time for themselves, as well as the crew under their supervision and prepare proper notes and records, as well as other clerical work associated with their job and crew. Must be capable of writing with clarity in a neat and legible fashion. A Heavy Working Foreman/woman must maintain a State of Nevada Grade III Water Distribution certification or equivalent.

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

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 or TMWA Fitter apprenticeship. Must possess in-depth knowledge of water distribution materials, construction standards, procedures and specifications, including the interpretation of grading plans and profiles. Attends preconstruction conferences, interprets and reviews construction plans before and during construction to identify problems and conflicts and works with engineering to resolve identified issues. Required to inspect the activities of non-utility contractors when their construction activities pose a hazard to existing water facilities, provides direction to mitigate conflicts. Coordinates projects with internal departments, outside agencies and communicates with customers who may be affected by construction activities. Prepares reports, verifies change orders and quantities to ensure accurate billing. Must be familiar with and update the work order management systems. Required to keep the records necessary to complete as-built drawings, including type of material installed, dimensions of the installation as well as the use of GPS equipment to verify vertical and horizontal alignment, location and elevation of pipe to ensure the accurate mapping of all water facilities. Operates pipe locators, pressure recorders, hydrostatic pumps, and other instruments and equipment common to water facility installations. Must be familiar with pertinent health regulations and ensure these regulations are adhered to during the construction and acceptance of new facilities. Must possess and maintain State of Nevada Grade III Water

Distribution Certification or equivalent. ~~Employees with two (2) years prior experience as a TMWA Inspector or Heavy Foreman/Forewoman.~~

54075 ~~INSPECTOR,~~ CONSTRUCTION INSPECTOR

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

53050 ~~MECHANIC,~~ HYDROELECTRIC / DIESEL GENERATION MECHANIC

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

55020 ~~MECHANIC,~~ CERTIFIED MAINTENANCE & CONTROL, ~~CERTIFIED,~~ WP MECHANIC

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 Mechanic, 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 MECHANIC

An employee who has completed a ~~Mechanic,~~ Maintenance & Control Mechanic apprenticeship or equivalent, has received hazardous materials handling training or equivalent and is qualified to install, maintain, test and repair various types of mechanical equipment, chemical handling equipment, and piping systems used in water production, treatment, and distribution facilities, including, but not limited to, production wells, booster pump stations, pressure regulator stations, water treatment plants, and associated facilities. Must have an understanding of the electrical systems related to the mechanical systems controlling and driving mechanical equipment. Must have a thorough understanding of

hydraulic controls and will be required to install, test and service these controls in order to obtain an efficient operation. Must have a working knowledge of the SCADA system and will be required to access data relative to the operation of the various pumping systems and pressure zones. Will also enter data relative to hydraulic setpoints and controls. May be asked to aid the plant operators in operations of pumping and/or regulator station operation. Will be called on to assist customers in resolving pressure or flow problems. Will be required to inspect contractor-installed work in any water production facility. Must be able to work from various service and repair manuals and be capable of solving technical problems where resources may be limited. Will be required to perform other related tasks such as welding and rigging and will keep accurate and legible records of operation and maintenance of the equipment for which the employee is responsible. Must be thoroughly familiar with Company lock-out/tag-out procedures, safety rules and hazardous materials handling procedures. Must maintain current Nevada Grade III Water Distribution Certificate.

54020 [OPERATOR, EQUIPMENT OPERATOR I](#)

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

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

54025 [OPERATOR, EQUIPMENT OPERATOR II](#)

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

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

54030 [OPERATOR, EQUIPMENT OPERATOR III](#)

An employee who has progressed through the Equipment Operator II classification, or has equivalent experience and is qualified by training and operating experience to perform special construction work using rubber tired equipment such as loaders, and combination backhoe-loaders with rated capacities exceeding 1 \_ cubic ~~yardyear~~ 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 OPERATOR, HEAVY](#)

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



53010 OPERATOR, HYDROELECTRIC / DIESEL GENERATION OPERATOR

A shift employee ~~of Journeyman status, 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 Hydroelectric Generation ~~units~~Plants, Diesel Generation units, and any related facilities ~~as assigned by the Hydro/Generation Working Foreman/Forewoman.~~ They will perform the duties ~~necessary for the operation of of Hydro Operator at~~ unattended Hydroelectric plants and substations, water ~~diversion dams, head gates, spillways and water conveyance flumes or canals, collection and delivery systems or ditch and stream-gauging.~~ May be required to perform ~~or assist with~~ monthly runs and testing ~~for emergency- on Standby Diesel Generators~~generation units ~~and assist in maintenance as well as diesel generator maintenance.~~ Personnel working in this position ~~Will~~ be required to observe and record ~~station- Hydroelectric Plant~~ operation data ~~and maintain Hydroelectric Plants and Standby Diesel Generators in proper operating condition, documenting all observations, operations and maintenance in the maintenance management program. on a continuous basis and maintain equipment in proper operating condition.~~ Personnel working in this position ~~Will~~ be required to operate, inspect, and perform routine maintenance of all ~~Water Production~~water diversion dams, head gates, ~~canals,~~ 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. ~~Personnel working in this position Will~~Will be required to keep ~~plant buildings, switch yards, and facilities and grounds~~ in a clean and orderly ~~condition.~~ ~~Must be familiar with Power Company clearance rules, electrical and mechanical LOTO and safety rules. May be required to assist with Apprentice training in any or all of the above mentioned duties. 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/Forewoman. ~~Personnel working in this position are required to maintain a commitment to acquiring training and education, which will be paid with prior approval to keep current with emerging technologies.~~

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

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

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

An employee who has completed an apprenticeship and/or equivalent level of training or appropriate certification and is responsible for the production of safe and clean drinking water in compliance with all Federal, State, and Local regulations and restrictions, under general supervision of the Working Foreman/woman. Will also be responsible for the operation of pumps and valves to regulate the flow of water through canals and treatment plants and will coordinate the rate of flow with demand, storage and other operating needs; operates the overall distribution system through the companies SCADA system, and using the SCADA system to start, stop, and take out of service for work, whatever part of the distribution system is required for the efficient delivery of water to customers; will take appropriate

action to help resolve customer complaints when necessary; performs such record keeping functions as log of plant operations, test results, maintenance work performed, unusual operating conditions and special reports as required; takes samples of water at Regular intervals and makes such control tests required to ensure the efficient production of a safe product for public consumption; performs tests and adjusts chemical feed equipment to ensure optimal performance of treatment plant process; will make limited repairs and adjustments, for which training has been provided; receives supplies delivered during their/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 OPERATOR, GRADE III, TREATMENT & DISTRIBUTION

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

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

Must have a thorough understanding and be qualified to perform generator mechanical and electrical repair and diagnose both engine and electrical component/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 Must have the ability to troubleshoot, diagnose as well as perform emergency repair of analog and digital controls. Must and 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 on Standby Diesel Generators. Personnel in this position will follow proper procedures for performing load bank testing on generator sets monthly Standby Diesel Generator tests and will be responsible for documenting all test data, maintenance and repairs in the maintenance management program. Personnel working in this position—Must 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 transfer switch. Personnel working in this position are required to learn hydroelectric Required to learn hydro mechanical and emergency operation procedures. Must and must be thoroughly familiar with Company's TMWA's electrical and mechanical tagging LOTO and safety rules. and procedures. Working in this position requires the ability to work independently with minimum daily supervision and must be able. Personnel working in this position are required to work overtime as needed. Must maintain a commitment to acquiring training and education, which will be paid with prior approval to keep current with emerging technologies. current valid driver's license.

52000 REPRESENTATIVE, ACCOUNTS PAYABLE (AP) REPRESENTATIVE

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

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

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

An employee who with minimum supervision, performs a variety of direct customer contact activities supporting the servicing and maintenance of customer accounts. Provides front-line customer support, working with the public in person, over the phone and via email. Receives customer payments and prepares and maintains customer account records. Receives and responds to customer inquiries and complaints and provides information to customers. Performs a wide range of clerical and associated duties related to the establishment and maintenance of water service, billing and payment processing. Works with field and metering services department providing internal office support to ensure accurate customer billing and customer account maintenance. ~~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. May work ~~Works~~ alone or with others on duties for which employee has been trained and instructed and makes independent decisions as necessary to satisfy customer needs and provide quality customer service. Will automatically progress through the wage rate scale provided the employee's performance is satisfactory. ~~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, SENIOR CUSTOMER SERVICES, SENIOR REPRESENTATIVE

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

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 has successfully completed a Nevada State Fitter or TMWA Fitter apprenticeship-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.

~~55045~~ ASSISTANT, SPECIALIST, EQUIPMENT, WATER TREATMENT EQUIPMENT SPECIALIST ASSISTANT

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

55040 SPECIALIST, EQUIPMENT, WATER TREATMENT EQUIPMENT SPECIALIST

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

An employee who, with minimum supervision, is responsible for the inspection, minor maintenance of any and all water supply and distribution facilities owned and/or operated by TMWA. Must be able to observe and recognize normal and abnormal operating characteristics of pumps, motors, regulators,

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

51035 SPECIALIST, HEATING VENTILATION AIR CONDITIONING (HVAC), CERTIFIED SPECIALIST

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

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

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

TBD TECHNICIAN, HYDRO GENERATION / POWER GENERATION TECHNICIAN

A shift employee of Journeyman status for hydroelectric generation who also holds a certification as a Diesel Generator Technician and has met all training requirements as noted below as part of this job description. Personnel in this position shall be capable of performing day to day operations at all hydroelectric plants and related conveyances as well as operations and maintenance of all facility diesel powered generator installations. While in this position, personnel will perform all duties associated with the operation and maintenance of unattended hydroelectric plants and substations as well as operations, inspections and maintenance of water diversion dams, head gates, canals, flumes, spillways, forebays and related water conveyances to always insure correct river and canal flows. The Power Generation, Operator/Technician will be required to observe and keep daily records of hydroelectric plant operations, inspections and maintenance. In addition to the hydroelectric job duties described above, personnel in this position will be required to operate, maintain and perform monthly tests on all Standby Diesel Generators, performing generator mechanical and electrical repair, diagnosing both engine and electrical component problems as well as troubleshooting, diagnosing and repairing various diesel engines, governor controls, electronic control functions with demonstrated knowledge of the equipment's standard operation and maintenance. Additionally, this individual must have the ability to troubleshoot, diagnose as well as perform emergency repair of analog and digital controls and maintain the ability to read and understand wiring diagrams and schematics. Must be able to perform planned and corrective maintenance of diesel fueled generator sets. Must have knowledge of automatic transfer switches and control logic. Responsibilities for diesel generator units are limited

to diesel controls and responsibility terminates at the facility transfer switch. All operations and maintenance work performed at any of the Hydroelectric Plants, associated infrastructure or Standby Diesel Generators will be documented in the maintenance management program by personnel working in this position. Personnel working in this position will comply with Power Company clearance rules and utilize all required program electrical/mechanical LOTO. Personnel working in this position are required to maintain a commitment to acquiring company paid training and education, which will be paid with prior approval to keep current with emerging technologies. Personnel in this position may be upgraded to Hydro/Generation Crew LeaderForeman/Forewoman. With the completion of the formal training and On-the-Job -Training noted below, personnel holding the position of Certified Diesel Power Generation Technician or Hydroelectric / Diesel Generation Operator will automatically progress to the Power Generation, Operator / Technician Position.

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

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

53020 TECHNICIAN, PLANT, ELECTRICAL TECHNICIAN

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 TECHNICIAN

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



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

DELETED JOB CLASSIFICATIONS

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

1. (Deleted 6/11/01)
2. (Deleted 6/11/01)
3. 6295 Foreman/woman, Shift, Working, Water Treatment becomes 6297 Foreman/woman, Shift, Water Treatment, Working
4. (Deleted 6/11/01)
5. 7683 Apprentice, Mechanic, Maintenance becomes Apprentice, Mechanic, Maintenance & Control, WP
6. 8150 Operator, Water Treatment becomes Specialist, Equipment, Water Treatment
7. 7626 Serviceman II, Water and Serviceman III, Water becomes Water Service Technician
8. 6280 Foreman/woman, Working, Heavy Water II and Foreman/woman, Working, Heavy Water III becomes Foreman/woman, Working, Heavy Water
9. 6395 Foreman/woman, Working, Light Water II and Foreman/woman, Working, Light Water III becomes Foreman/woman, Working, Light Water
10. 9240 Helper – Facilities & Grounds Maintenance becomes Facilities & Grounds Maintenance I & II (per LOA)(7/1/12)

The following classifications shall be deleted:

1. 7120 Technician, Well Production
2. 7140 Technician, Communications, G/W
3. 7355 Technician, Systems, Peaking/Hydro
4. 8778 Operator, Equipment, Assistant
5. 8840 Operator, Water Plant, Assistant
6. Wage Steps for Foreman/woman, Light Working Water and Foreman/woman, Light Working Water II
7. Wage Steps for Foreman/woman, Heavy Working Water and Foreman/woman, Heavy Working Water II
8. 8850 Operator, Hydro/Generation, Assistant (7/1/12)
9. 7692 Apprentice, Fitter/Welder (7/1/12)
- 6071 Foreman/woman, Maintenance, Hydro/Generation, Working

ATTACHMENT III

LETTERS OF UNDERSTANDING

1. (Deleted 6/11/01)
2. (Deleted 6/11/01)
3. (Deleted 6/11/01)
4. (Deleted 1/1/98)
5. (Deleted 1/1/98)
6. (Deleted 6/11/01)
7. (Deleted 6/11/01)
8. (Deleted 7/1/12)
9. (Deleted 1/1/95)
10. (Deleted 6/11/01)
11. (Deleted 6/11/01)
12. (Deleted 6/11/01)
13. (Deleted 6/11/01)
14. (Deleted 6/11/01)
15. EQUIPMENT OPERATOR PROGRESSION GUIDELINES (Amended 6/11/01)

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

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

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

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

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

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

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

LINES OF PROGRESSION FOR BIDDING AND DEMOTIONAL  
PURPOSES BY OCCUPATIONAL GROUPS

DEFINITION OF OCCUPATIONAL GROUPS

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

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

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

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

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

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

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

1. (Deleted 1/1/95)

2. (Deleted 1/1/98)

3. (Deleted 1/1/95)

4. (Deleted 6/11/01)

4a. (Deleted 6/11/01)

5. (Deleted 1/1/95)

6. (Deleted 1/1/95)

7. (Deleted 1/1/95)

8. (Deleted 6/11/01)

9. ~~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) (Deleted 7/1/23)~~

10. (Deleted 6/11/01)

11. (Deleted 6/11/01)

12. (Deleted 6/11/01)

13. (Deleted 5/1/81)

14. (Deleted 5/1/68)
15. (Deleted 5/1/68)
16. (Deleted 07/01/2017)
17. (Deleted 1/1/95)
18. (Deleted 5/1/71)
19. (Deleted 5/1/71)
20. (Deleted 5/1/74)
21. (Deleted 6/11/01)
22. (Deleted 1/1/95)
23. (Deleted 6/11/01)
24. (Deleted 6/11/01)
25. (Deleted 1/1/95)
26. (Deleted 6/11/01)
27. (Deleted 1/1/95)
28. (Deleted 6/11/01)
29. (Deleted 6/11/01)
30. Clerical Bidding Notes (Moved from Attachment III - Letters of Understanding #1, effective 1/1/98)
  - A. Generally speaking, Clerical employees will be hired at the minimum of the range. In exceptional cases, experience elsewhere will be counted in determining the starting rate. In no case will experience elsewhere be given more weight in determining the starting rate than if it had been with the Company.
  - B. When a Clerical employee is in a wage progression and is promoted from one (1) job classification to another, their rate of pay shall be the starting rate for new classification or their present rate, whichever is higher. In the case of an employee who bids laterally to a job classification with the same wage progression, or an employee who bids downward to a job classification with a lower wage progression, their rate of pay shall be the starting rate for such classification, except that allowance shall be made by the Company for previous experience in the new classification. When a Clerical employee bids from one (1) Department, District or Sub-District to another in the same classification, their rate of pay shall remain the same.
  - C. (Deleted 5/1/91)
  - D. (Deleted 07/01/2018)
  - E. (Deleted 1/1/95)
31. The lines of progression for bidding in and out of the Equipment Specialist (8150) position shall be set forth in the figure titled Attachment IV, exhibit C - Lines of Progression. However, no Bargaining Unit employee will be able to bid to a position if he or she has not satisfactorily completed the approved apprenticeship program required for that position, or previously held that position. (Added 6/12/06)

"E" BIDDERS

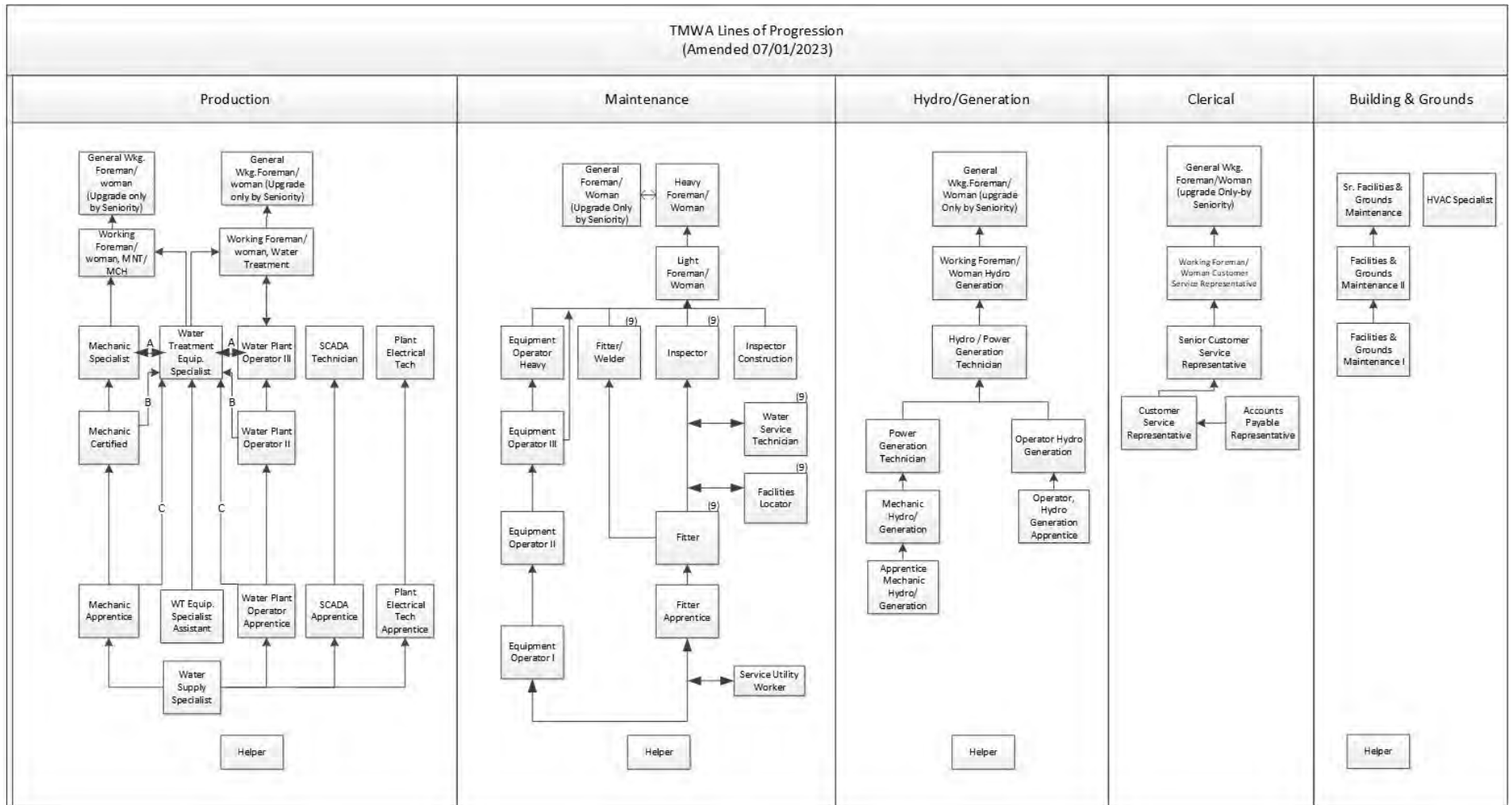
51000 – Helper

ATTACHMENT V  
"EXHIBIT D"

BARGAINING UNIT  
MEDICAL/DENTAL/VISION OPTIONS COMPARISON

(Deleted 07/01/2018)

**ATTACHMENT IV**  
**EXHIBIT "C" (1) – Lines of Progression Diagram**  
**(Amended 7/1/2023)**



Entry

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

A. PURPOSE

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

B. NOTIFICATION OF WORK ASSIGNMENT

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

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

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

C. MANNING OUT-OF-TOWN WORK ASSIGNMENTS

1. VOLUNTARY:

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

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

2. NON-VOLUNTARY:

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

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

If an employee volunteers for an out-of-town assignment, they should be considered as doing so on their own accord, and will still be required to take their turn at non-voluntary assignments based on Section C (2)(a).

If an employee is unable to work their out-of-town assignment when selected due to illness, personal hardship, or any other reason of a temporary nature, they shall be replaced on the list as the first to go when their problems are resolved.



Any new employee reporting to a work location will be placed on the Headquarters' Out-Of-Town Assignment List and will be assigned out-of-town work when their turn arrives based on Section C (2)(a).

Employees should be kept informed where they stand on the Out-Of-Town Assignment List, as this will give them additional time to plan in advance for out-of-town assignments.

D. PERSONAL HARDSHIP

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

E. OTHER CONSIDERATIONS

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

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

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

A. DEFINITION - TEMPORARY ASSEMBLY SITES

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

B. CONDITIONS FOR IMPLEMENTING

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

C. STAFFING TEMPORARY ASSEMBLY SITES

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

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

4. The assigned foreman/woman, along with the supervisor and others involved in the project, will participate in planning and scheduling for the project.
5. Transportation will be provided as necessary for personnel and their tools to and from the temporary assembly site on the first and last days of the project.
6. Safe storage for employee's tools will be provided.
7. Employee's paychecks, messages, Company mail, notifications of CDL drug tests, etc., will be made available in a timely manner.

ATTACHMENT VIII  
EMERGENCY RESPONSE PROGRAM  
(Amended 4/5/05) (Amended 7/1/23-7/1/09)

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 may be any day during a work week that may include the weekend, 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 7/1/23/4/98)
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 240 460 hours, after which, only premium pay will be available. Any hours accrued in the calendar year above 240 hours shall be cashed out by the first payroll period the following calendar year. (Added 4/4/98) (Amended 7/1/23)

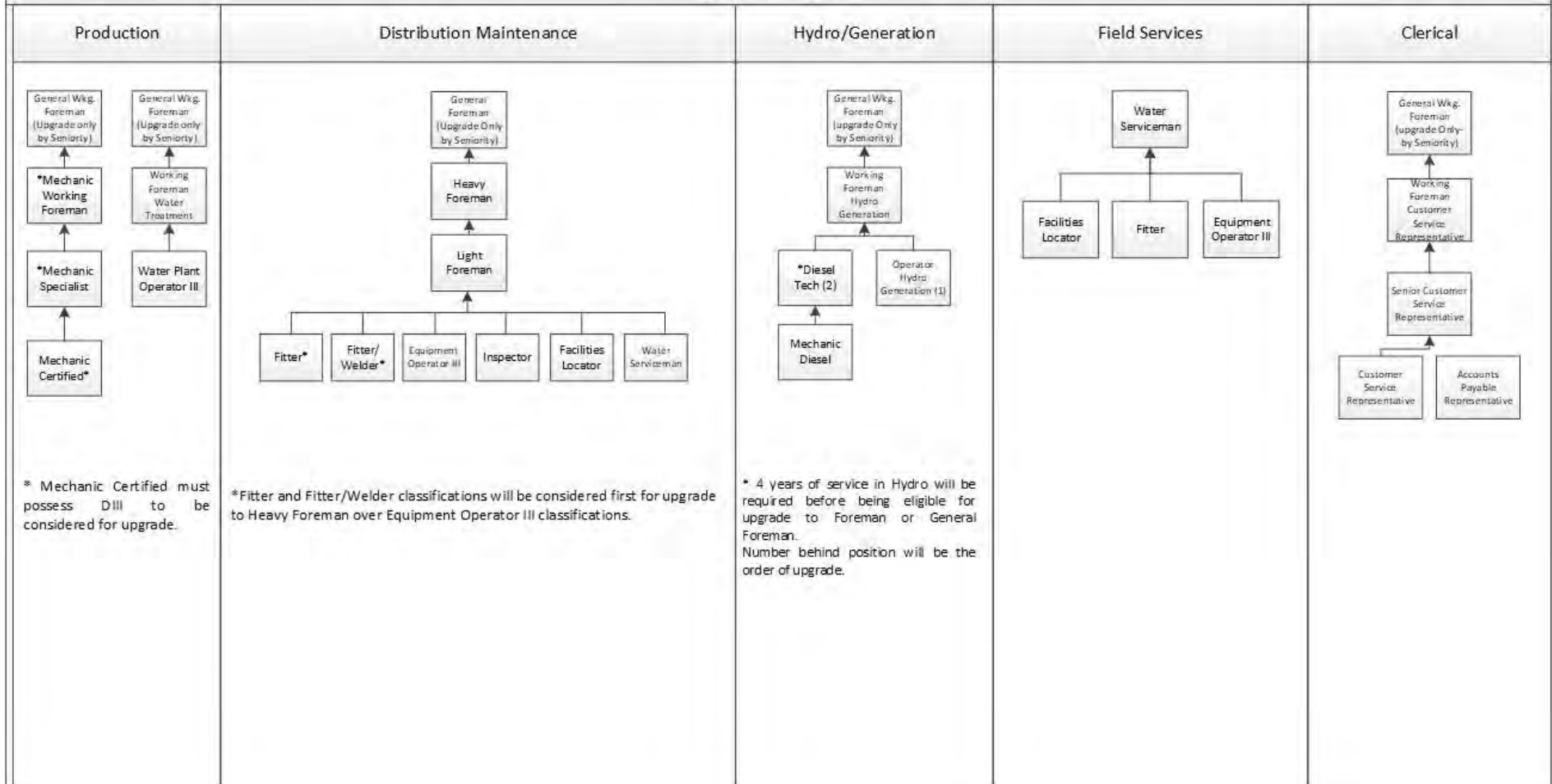
B. Conditions Applicable to Employee

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

2. Employee must be in physical condition to perform assigned duties when emergency situations arise.
  3. The employee must respond to a page within ten (10) minutes of the notification and report within a reasonable time thereafter.
  4. Substitutions of coverage may be arranged only with the approval of the Supervisor in charge, and the substitute employee must be qualified to perform the assigned duties.
  5. The employee on emergency response will have first opportunity to fill the emergency response call-out. If a substitute employee is required, accumulated overtime will prevail. (Amended 4/5/05)
- C. (Deleted 1/1/95)
- D. If, in the event there is no duty employee, a departmental procedure to administer the Emergency Response Program must be established in writing and agreed to by the Company and Union. (Added 1/1/98)

**ATTACHMENT XI**  
**TMWA LINES OF UPGRADE**  
 (Amended 7/1/2023)

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



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## Collective Bargaining Agreement

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**Truckee Meadows Water Authority (TMWA)**  
Reno, Nevada



and

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



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





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**TMWA & IBEW LOCAL UNION 1245**

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## AGREEMENT

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

WITNESSETH that:

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

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

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

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

NOW THEREFORE, the parties hereto do agree as follows:

### TITLE 1 RECOGNITION

- 1.1 Company recognizes Union as the exclusive bargaining agent of the Company employees in the bargaining unit, which are those employed in the position classifications listed in Attachment II, Exhibit B. Such employees shall not include confidential employees (as defined in NRS 288.170(6). Heads of departments, administrative employees (as defined in NRS 288.025) and supervisory employees (as defined in NRS 288.075) shall not be members of the same bargaining unit as the employees under their direction. (NRS 288.170)
- 1.2 Provisions of this Agreement shall be limited in their application to employees of Company as described in 1.1 of this Title. When the words "employee" and "employees" are used in this Agreement they shall be construed to refer only to employees described in said 1.1 unless otherwise noted.
- 1.3 Any employee, except for those employees listed in 1.1 above has the right to join or not join the Union without fear of intimidation, coercion, or reprisal by any party. Company shall deduct from their wages and pay over to the proper officers of Union, the membership dues of the members of the Union who individually and voluntarily authorize such deductions in writing. The form of check-off authorization shall be approved by Company and Union. (Amended 6/11/01)
- 1.4 It is the policy of the Company and the Union to provide a work environment free of unlawful discrimination, harassment, intimidation, and coercion. Discriminatory conduct in any form based on race (including traits associated with race, such as hair texture and protective hairstyles), color, gender, religion, age, national origin, social or ethnic origin, sexual orientation, gender identity or expression, marital status, pregnancy, disability, military and/or veteran status, or any other characteristic protected

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

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

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

- (a) Allow representatives of the Union reasonable access to the business of the Company for the purpose of informing such employees of their rights to form and join organizations of their own choosing for the purpose of representation with their employer with respect to wages, hours and other terms and conditions of employment: and to explain the benefits of membership in and representation for such purposes by the Union. "Reasonable access" shall include the right to meet with employees on at least three (3) occasions at the business of the Company on non-work time (e.g., lunch break) during normal business hours. (Amended 7/1/09)
- (b) The Company shall supply the Union with a list of such employees. Such list shall contain the names, home addresses and home phone numbers of such employees. The Union shall at all times maintain the confidentiality of any such list.
- (c) The Company shall submit to a card check election to determine the desires of such employees to be represented for the purpose of collective bargaining by the Union. If a majority of such employees have signed cards authorizing the Union to act as their collective bargaining representative, and such authorization card majority is verified by the Federal Mediation and Conciliation Service, then the Company shall recognize the Union as the exclusive bargaining representative of such employees.
- (d) If the Union is selected by a majority of such employees as their collective bargaining representative, then the Company shall, immediately upon the request by the Union, bargain in good faith with the Union for the purpose of concluding a collective bargaining agreement. NRS Chapter 288.160 and NAC Chapter 288 shall apply. (Amended 6/11/01)
- (e) At all times the Company shall remain neutral with regard to any question concerning the representation of such employees by the Union. "Neutral" shall mean that the Company or Affiliate shall take no official position, nor shall it direct or condone any of its agents or representatives, including any attorneys or consultants to take any position against the exercise by its employees of their right to select the Union as their collective bargaining representative or to oppose the selection of the Union as the employees' collective bargaining representative.

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

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

TITLE 2  
CONTINUITY OF SERVICE

- 2.1 Company is engaged in rendering public utility services to the public and Union and Company recognize that there is an obligation on each party for the continuous rendition and availability of such services.
- 2.2 Strikes and Lockouts
- (a) No lockout of employees shall be instituted by the Company during the term of this Contract.
- (b) The Union agrees that during the term of this Contract neither it nor its officers, employees or members will engage in, encourage, sanction, support, or suggest any strikes, work stoppages, boycotts, slowdowns, mass resignations, mass absenteeism, picketing or any other similar actions which would involve suspension of, or interference with the normal work of the Company.
- (c) In the event that Union members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct the members to 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 twelve (12) months of continuous service with the Company, excluding those hired as Provisional employees. (Amended 6/11/01)
- 3.3 A Temporary employee is defined as an employee hired by the day for occasional or seasonal work, or for a limited time. A Temporary employee shall not be eligible for sick pay, holiday pay, vacation pay, insurance coverage, pension coverage or items of similar nature, except as herein specifically provided. If a Temporary employee should in the course of continuous employment, be reclassified to Probationary or Regular, they shall be credited with all continuous service in determining eligibility for such benefits that may accrue to them in their new status. A Temporary employee shall receive not less than the minimum rate for the job except in the case of laborers. Temporary Helpers, as defined in Exhibit A, may be hired for a period of not more than three (3) months at the special Temporary labor rate. (Amended 7/1/09)
- 3.4 A Provisional employee is defined as an employee whose employment is intended to last more than six (6) months but less than two (2) calendar years. The work performed is linked to specific projects or is in anticipation of future events with a specific date at which the position will be eliminated. The use of the Provisional employee will not impede the opportunities of Regular employees or by-pass the bidding

procedure as defined under Title 16 of this Agreement and are not subject to Title 23 nor Sections 19.8 or 19.9. Provisional employees will be required to remain in the position for the duration of their term with no bidding rights. They will accrue benefits equivalent to a Regular employee for sick leave, vacation, group health insurance coverage (medical, dental, vision and life), pension coverage and will be eligible to participate in the Company deferred compensation program(s). For purposes of overtime work, preference will be extended to "Regular" employees, and the Company is under no obligation to balance overtime for Provisional employees as specified under Section 10.3 of Title 10. A Provisional employee will not receive less than the minimum rate 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 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, except in accordance with applicable law. (Amended 7/1/23)
- 4.4 Company and Union may agree to additional classifications inclusive of those referred to in Title 1, Section 1.5 and/or revisions of existing classifications and wages and lines of progression with respect thereto, during the term of this Agreement. Pending negotiations with respect to such classifications,



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

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

## TITLE 5 TRANSPORTATION

- 5.1 Company or public transportation shall be furnished all employees requiring, at the discretion of the Company, transportation in the performance of their duties. In the event an employee is asked to use their own automobile for Company business, they shall be reimbursed at the current rate sanctioned by the Internal Revenue Code, Section 274, Treasury Regulations and Administrative Interpretations. (Amended 1/1/95)
- 5.2 (Deleted 6/11/01)
- 5.3 (a) Any employee who may be required to operate Company vehicles and/or equipment while performing duties pertinent to their job classification must possess and maintain the appropriate licenses or permits required by applicable laws and/or Company policy. (Amended 5/1/82)
- (b) An employee who is unable to maintain a job-related driver's license, may be provided alternative work by their Immediate Supervisor while the employee re-obtains a valid license. (Amended 5/1/82)
- If alternative work is not assigned or is unavailable, the employee will be required to use earned vacation or will be temporarily placed in a Helper or Customer Service Representative position, at the one-year wage step, for up to three (3) months while obtaining re-licensure.
- Should the employee exhaust their vacation and still has not obtained the job-related license, the employee may utilize a personal leave of absence, for up to three (3) months, while they obtain the required license. After such time the employee is subject to termination.
- During any period the employee must re-obtain their required license within ninety (90) calendar days. (Added 7/1/09)
- (c) (Deleted 07/01/2017)
- (d) A successful bidder on any job requiring vehicle and/or equipment operation, will be given a thirty (30) day period beyond the date of the job award to obtain the proper licenses and/or permits. If employee is unable to obtain the license within the 30 days due to circumstances beyond the employee's control, the employee shall have until the first available appointment date after the (30) day period to obtain the license has expired. Additional training must be arranged through Department Management. Bidder must be trained and/or evaluated prior to receiving approval to operate Company vehicles and/or equipment. (Amended 1/1/98) (Amended 7/1/12)
- (e) Any employee who is considered for an upgrade to a position requiring the operation of Company vehicles or equipment must be qualified by training or experience prior to upgrade. Employee will be subject to the provisions of Section (a) and (b) above. (Added 5/1/83)
- (f) The provisions of Sections (a), (b) and (c) shall also apply to any employee operating a personal vehicle while being compensated by the Company for its use. (Added 5/1/82)
- 5.4 Employees shall be authorized to utilize Company vehicles only for the purpose of performing their assigned duties. Use of such vehicles for personal reasons is prohibited.

TITLE 6  
WORKING HOURS

- 6.1 All Regular employees shall receive full-time employment for each work week employed provided they physically report for duty at their regularly assigned reporting place in accordance with the terms and conditions of this Agreement and are in condition to perform their work. This is not interpreted to mean that the Company does not have the right to lay off or release employees on account of lack of work or any other valid reason at the end of the work week.
- 6.2 (a) Each employee shall have a regular reporting place, a regularly established schedule of work hours and work days. Such schedule shall indicate the starting and quitting times, the regularly scheduled meal period and the scheduled non-work days. The arrangement of such schedule shall be in accordance with the provisions hereafter contained for the classification in which the employee is regularly employed. Schedules with work periods providing for starting times after 12:00 noon or before 6:00 a.m. shall provide eight (8) consecutive hours of work.
- (b) Employees who are assigned to work away from their regular assigned reporting place will be required to report to work at the established starting time and at the temporary-reporting place designated by Company. When board and lodging is provided by Company, the reporting place will be the lodging designated by Company. It is understood that the temporary-reporting place designated by the Company may change from time to time due to changes in Company's operational requirements. When necessary, Company shall provide water and sanitation facilities for the employee's use at the temporary reporting place. When the change of temporary reporting place occurs, the Union will be notified as far in advance as practicable. (Amended 1/1/95)
- 6.3 The workweek shall be defined to be that period of 168 hours comprising seven (7) consecutive calendar days. For all employees but those in classifications listed in Section 6.13 the work week shall be that period beginning one (1) minute after 11:59 p.m. Saturday and ending 168 hours later.
- 6.4 A change in the regularly scheduled lunch period for any reason shall be deemed to require the payment of overtime for work performed during the regular lunch period and the employees may eat their lunch on Company time. Lunch periods may be advanced or delayed one-half (1/2) hour without the payment of overtime.
- 6.5 Employees, including those on out-of-town assignment, who are required to report for work on their non-work days, or on holidays which they are entitled to have off, or outside their regular work hours on work days, shall be paid overtime compensation for the actual work time, commencing at the time they physically report at their regularly assigned reporting place, and travel time in the amount of fifteen (15) minutes each way in connection therewith. An employee who is called out for such work shall be paid overtime compensation for travel time in the amount of thirty (30) minutes from their home and fifteen (15) minutes to return home. If an employee who is called out for such work outside of their regular work hours on a work day continues to work into or beyond their regular work hours, they shall be paid overtime compensation for actual travel time in the amount of thirty (30) minutes only from their home. (Amended 1/1/95)

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

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

- (a) Prearranged extended work schedules on regular workdays. (Amended 5/1/81)
- 6.6 (a) If an employee is instructed by their Supervisor to report for prearranged overtime on a non-work day, or on a holiday which they are entitled to take off with pay, and the employee reports for work as instructed, the employee shall be paid overtime compensation for a minimum of four (4) hours provided, however, this will not apply to cases in which the employee is prevented from completing the assignment or earning the minimum through no fault of the Company, for

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

- (b) In the event an employee is instructed to report for prearranged overtime as provided in 6.6(a) above, and such work is canceled, the employee shall be paid overtime compensation for a minimum of four (4) hours, if they have not had notice of such cancellation at least eight (8) hours prior to the designated reporting time. (Amended 5/1/81)
- (c) If an employee is instructed by their Supervisor to report for prearranged overtime prior to their regular starting time on a scheduled work day, the employee reports for work as instructed and for any reason the work is canceled, the employee shall be paid overtime compensation for actual time worked, but in no event less than a two (2) hour minimum time. (Added 5/1/91)

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

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

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

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

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

1. When an emergency arises in connection with ice fighting, the Company may reschedule the hours of certain "Day Employees" and employees classified as Hydro/Generation Operator to the hours of a shift schedule.
2. The starting time for a shift schedule is 0700, 1500, or 2300.
3. The workday of a shift schedule consists of eight (8) consecutive hours.
4. When "Day Employees" and employees classified as Hydro/Generation Operator are assigned ice fighting on a shift schedule, they assume the hours of a shift schedule beginning with the first day of the assignment, but the work days and non-work days remain the same as their normal work week.
5. The shift premium is applicable to the hours in these schedules as provided for in Title 7, beginning with the first day of the assignment.
6. No notice is necessary to start a shift schedule to fight ice. However, as much notice as possible should be given both going on and coming off the shift schedule to allow the employees sufficient time to readjust their sleep and rest routine.

7. Meals at Company expense are limited to those where the Supervisor has not allowed sufficient time for the employees to eat breakfast and prepare lunch before reporting to work.
  8. On days the provisions of Section 10.1(a)(1), (2), (3), and (4) are applicable, such day or days shall not be counted as one (1) of the days where penalty is paid under Section 6.8(b).
  9. The two (2) day penalty provided in Section 6.8(b) is not considered overtime in applying the rest period provisions.
- (c) The regular hours of work established herein may be changed by Company at the request or direction of public authorities, provided, however, that before any such change is made Company shall discuss it with Union. Company shall not be required to pay overtime compensation by reason of any change made as provided in this Section.
- 6.9 (a) Company may schedule employees to work for periods of eight (8) hours at other than their regular hours in any of the following situations:
1. The maintenance or repair of any generating plant or substations, and emergency repairs to hydro plant canal systems. A generating plant or substation shall be defined as any facility that has high voltage apparatus, including OCBs and disconnects. (Amended 5/1/87)
  2. Work involving cleaning debris from the water intake of a hydro or power plant.
  3. (Deleted 6/11/01)
  4. To provide relief in a regularly scheduled job which has been temporarily vacated by absence of an incumbent.
  5. To provide public safety and the protection of Company facilities underground which may be exposed to possible damage by excavating operations performed by other than Company employees.
  6. Work involving emergency repairs to or the cleaning of sand and debris from all raw water delivery systems. (Amended 1/1/98)
  7. (Deleted 6/11/01)
  8. At the request of the customer, special project construction or unique maintenance requirements of facilities where customer impacts must be minimized. (Added 1/1/98)
- (b) In the event such assignment is for four (4) regular work days or less, the employees shall be paid at the rate of one and one-half (1 1/2) times the applicable straight-time rate for all such work except that if the schedule continues beyond four (4) regular work days, the employee shall be paid one and one-half (1 1/2) times the applicable straight-time rate only for the first two (2) days of any such situation, and shall upon the third day, be paid at the straight-time rate for the duration of the assignment. Where the provisions of Title 10.1(a), (1), (2), (3), and (4) or the paragraph (c) next following are applicable, such day shall not be counted as one (1) of the premium days under this Section 6.9.
- (c) In the event the employee is required to begin work in a temporary "off schedule" assignment with less than forty-eight (48) hours notice they shall be paid at the applicable overtime rate for all work performed on the "off schedule" assignment between the time of notice and the expiration of the forty-eight (48) hour period. Wherever possible, assignment to an "off schedule" status and return to the regular schedule shall be made in such a manner as to provide the same number of hours off between work periods as is provided by the employee's regular schedule. Where this is not possible and a change is made with less than the required time interval, the difference between the amount of time off and the required time interval shall

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

- (d) Upon completion of the temporary off schedule assignment, which may include scheduled days off, the employee shall be returned to their regular status and schedule. In all cases an assignment to an "off schedule" status shall not operate to deprive an employee of a forty (40) hour workweek.
- (e) Except for operating employees who are assigned to supplement maintenance employees as provided in (a) above, and for employees who are assigned to relief as provided in (a) above, the employees' regular schedules of days of work shall not be changed.
- (f) If any such situation extends beyond four (4) weeks, Company and Union may agree to rotate the shift assignments without additional payment of overtime for such change.
- (g) The application of this Section shall in no way limit the right of the Company to establish schedules which would provide for work hours in excess of eight (8) on a work day, or more than five (5) days in a work week.

6.10 Employees shall have work schedules as follows:

- (a) They may be regularly scheduled to work any eight (8) consecutive hours, exclusive of meal period, between 6:00 a.m. and 7:00 p.m., Monday through Friday.
- (b) Operations Center employees, other than those working hours as provided in Section 6.10(a) above, may be assigned to work any eight (8) consecutive hours between 1:00 p.m. and 12 midnight.
- (c) Group schedules when required shall be developed to provide rotation of assignments and equalization of conditions. Schedules may be established or revised during the term of the Agreement, provided however that such arrangements shall be first mutually agreed upon by Company and Union.
- (d) Shift schedules shall be posted for affected employees by November 30 for the following year. (Added 7/1/09)(Amended 7/1/12)
- (e) Operations Maintenance establishment of voluntary 10-hour day, four-day work week schedule for the following position classifications: Water Treatment Equipment Specialist; Certified Maintenance & Control WP Mechanic; Water Supply Specialist; SCADA Technician; and Specialist, Maintenance & Control WP Mechanic.

1. Establishment of Schedule

- (a) The 10-hour, 4-day work week will be on a voluntary basis.
- (b) The 10-hour shift will be considered the employee's regular work hours as it applies to all sections of this Agreement, unless otherwise stated herein.
- (c) There will be no shift change penalty in connection with any change occurring relating to this schedule.
- (d) For the above-listed positions, the workweek shall be defined to be that period of 168 hours comprising seven (7) consecutive calendar days. The workweek shall be that period of time beginning one (1) minute after 11:59 p.m. Saturday and ending 168 hours later. (See title 6.3).
- (e) The start time for all day employees under the 10-hour, 4-day work week schedule shall be 6:00 a.m. instead of as set forth in Section (6.8(a)).

2. Meals

- (a) Lunch will be from five (5) hours after the time corresponding to an employee's regular starting time on regular workdays to six (6) hours after this starting time. Provisions of 6.4 will apply.
  - (b) Overtime Meals: If Company requires an employee to perform work for one-half (1/2) hour or more beyond regular work hours, it shall provide a meal approximately one-half (1/2) hour after regular quitting time. Except as noted in 2(a) above, normal meal practices will apply in all other situations.
3. Upgrades. Employees will be upgraded according to current department procedures and in accordance with Title 16.7 (a). A person accepting an upgrade may be required to change shifts if the crew they are working is on a different shift and no shift change penalty will apply.
4. Holidays. Effective the first pay period of calendar year 2024, scheduled holiday hours (96/year) will be credited to each employee on the observed holiday and floating holiday hours (8/year) will be credited to each employee at the beginning of the first payroll period of each year.
- (a) Holiday hours may be used to take time off from work in conjunction with vacation or as independent days off.
  - (b) Employees will receive payment at straight time rates for holiday hours that remain unused at the end of the payroll year. Payments for unused holiday hours will occur during the last pay period of the calendar year.
  - (c) Scheduled holiday hours may not be taken in increments of less than one (1) hour.
  - (d) The 24-hour period between 0000 of the recognized holiday and 0000 of the following day will be considered the holiday.
  - (e) When an employee observes a holiday as a day off, it may be used as 10 scheduled holiday hours, 10 hours of vacation or a combination of scheduled holiday hours and vacation.
  - (f) Nothing herein limits the right of the Company to require an employee to observe any holiday as a day off.
  - (g) Nothing herein shall be construed to increase or decrease the total number of total holiday pay earned annually under Title 11.
  - (h) Should conflicts arise with Title 11 Holiday, they will first be addressed by supervision of the affected employees.
5. Floating Holiday. Compensation for floating holiday can be taken in 8-hour increments, but cannot exceed 8 hours total annually as in Title 11.
6. Funeral Leave. Full day leave, as described in the Bereavement Leave Policy in the Administrative Instructions, can be taken in 10-hour increments. For immediate family members, the three consecutive days off will be paid in 10-hour increments.
7. Rest Periods. For employees under the 10-hour, 4-day work week, Section 10.6(a)(1) shall be modified to replace 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  
Hydro/Generation Operator  
Hydro/Generation Operator Apprentice  
Water Plant Operator Apprentice  
Water Plant Operator  
Water Treatment Equipment Specialist  
(Amended 6/11/01)(Amended 7/1/12)

- (a) The workweek for shift employees shall be regularly scheduled but may be any seven (7) consecutive days. The normal work week of shift employees may start on any day of the week and at any hour of the day, and shall consist of one (1) eight (8) hour shift for five (5) days. The five (5) work days and two (2) non-work days may be arranged in one, two, three or four (4) week cycles. The shift employee's workday shall consist of eight (8) consecutive hours. The starting time of such shifts are presently established at 8:00 a.m., 4:00 p.m., and 12:00 midnight. During the term of the Agreement, present shifts may be changed or additional shifts added, provided however, that such arrangements shall be first mutually agreed upon by Company and Union. The term "shift" shall be defined as a schedule of employee's work days, non-work days, working hours, and the arrangement of work week cycles.
- (b) (Deleted 6/11/01)
- (c) (Deleted 6/11/01)
- (d) (Deleted 6/11/01)
- (e) Water Treatment/Water Plant employee's 12-hour shifts. (Added 6/12/06)

1. Establishment of shift

- (a) The 12 hour shift schedules will be based on a two week pay period. It will consist of six 12 hour days and one eight hour day, with seven days off. The day shift will be defined as those hours between 0400 to 1600. The swing shift will work from 1600 to 0400. The work weeks will be mutually agreed upon by the Company and Union.
- (b) The 12 hour shift schedule as defined above will be considered the employees "regular" work hours as it applies in all sections of the Collective Bargaining Agreement, unless otherwise stated herein.
- (c) To establish, continue, or change this schedule, will require a minimum of 75% agreement of the crew members.
- (d) There will be no shift change penalty in connection with any change occurring relating to this schedule.
- (e) This agreement may be cancelled by either party with 90 days written notice. The company and Local 1245 agree to meet and discuss proposed cancellation, but agree to return to their previous eight hour shift schedules as identified in Section 6.13 (a) at the conclusion of the 90 day notification.

2. Overtime

- (a) Overtime will be paid for all actual time worked in excess of 40 hours per defined work week pursuant to 1.(a) above, and all time worked on days normally observed as days off.
- (b) Overtime rates of two times the rate of pay will be paid for all time worked in excess of 16 consecutive hours on a regularly scheduled day off.
- (c) A shift change penalty will not apply if the change is voluntary from the employee.

3. Holidays

- (a) All 104 hours of scheduled holiday hours, which include floaters, will be credited to each employee at the beginning of the first payroll period of each year.
- (b) During their first calendar year of employment an employee shall receive eight (8) Floating Holiday Hours and eight (8) hours for each recognized holiday remaining for the payroll calendar year.

- 1. Holiday hours may be used to take time off from work in conjunction with vacation or as independent days off.
- 2. Employees will receive payment during the last pay period of the payroll calendar year at straight time rates for holiday hours that remain unused at the end of the payroll year.
- 3. Scheduled holiday hours may not be taken in increments of less than 1 hour.



4. 8 of the 104 scheduled holiday hours will be considered Floating Holiday hours. These hours may be taken at any time shift coverage is available.
5. When overtime relief is required, Floating Holiday hours must be taken in increments of four (4) hours or more.
6. The 24-hour period between 0400 of the Observed Holiday and 0400 of the following day will be considered the holiday. The Observed Holidays are listed below in (10).
7. Operators will be paid time and one-half (1 ½) when scheduled to work the 24-hour period between 0400 of the Observed Holiday and 0400 of the following day.
8. All regular full-time employees shall be entitled to the following paid holidays and any legal holiday, as set out within NRS 236.015, which has been declared by the Governor, or the United States Congress (excluding holidays declared by the President through an executive order). Observed Holidays will include:

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

4. Travel and Meals

- (a) If the company requires an employee to perform work for more than two hours beyond the regular work hours, it shall provide a meal approximately two hours after regular quitting time and with meals thereafter of approximately 4 hours but not more than 5, as long as the employee continues to work, insofar as it is possible for the company to do so.
- (b) On overtime associated with 12-hour shift coverage, employees will be eligible for one meal. (Amended 7/1/2012)
- (c) Overtime not associated with 12-hour shift coverage, shall be subject to Title 17. (Amended 7/1/12)

5. Rest Period

If an employee works more than 4 hours past the ending of the shift for a total in excess of 16 hours, the employee is entitled to a rest period of twelve (12) hours. If an

employee is scheduled for work more than 4 hours prior to the regular start time and extends into the regular shift, the employee is entitled to a rest period.

6. Shift Change Time

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

6.14 "Service" employees are as listed below:

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

- (a) The normal workweek for each Service Employee shall be regularly scheduled and may be any five (5) consecutive days, starting on any day of the week. The arrangement of work hours, work days, non-work days and work week cycles, where applicable, shall be considered as the employee's work schedule and shall be developed to provide rotation of assignments and equalization of conditions.
- (b) Working hours for Service Employees assigned to work schedules providing for one-shift operations shall be either 7:00 a.m. to 11:00 a.m. and 11:30 a.m. to 3:30 p.m., or 7:30 a.m. to 11:30 a.m. and 12:00 noon to 4:00 p.m. or 8:00 a.m. to 12:00 noon and 12:30 p.m. to 4:30 p.m. or 8:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m.
- (c) Schedules for two-shift operations shall be as follows: First shift shall consist of any eight (8) consecutive hours between 7:00 a.m. and 5:00 p.m., exclusive of a thirty (30) minute meal period. Second shift shall consist of any eight (8) consecutive hours between 1:00 p.m. and 12 midnight. Employees assigned to the No. 2 shift shall be allowed necessary time to eat a meal on the job on Company time.  
  
The Company agrees to schedule Service Employees on the No. 1 shift to take lunch four (4) hours after their regular starting time.
- (d) Group schedules when required shall be developed to provide rotation to assignments and equalization of conditions. Schedules may be established or revised during the term of the Agreement, provided however, that such arrangements shall be first mutually agreed upon by Company and Union.
- (e) New work schedules may be established and present schedules may be revised during the terms of the Agreement, provided, however, that such arrangements shall be first mutually agreed upon by Company and Union.

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

Foreman/woman, Customer Services, Working  
Customer Services Representative  
Senior Customer Services Representative

Accounts Payable Representative  
(Amended 6/11/01)(Amended 7/1/12)

- (b) The Company will schedule Office Service employees to take lunch during the period from three (3) hours after the employee's regular starting time to five (5) hours after their regular starting time. Office Service employees, with consent of the Supervisor, may exchange lunch periods on any given day.
- (c) The provisions of Section 6.4 shall not apply to employees covered by this section. Schedules of Office Service Employees may be established or revised during the term of the Agreement, provided, however, that such arrangements shall be first mutually agreed upon by Company and Union. (Amended 5/1/80)
- (d) Office Service employees may change their working hours and/or lunch period, with prior supervisory approval, by up to two (2) hours within the same work day with no penalty to the Company. This allows the employee to schedule personal time off while maintaining their regularly scheduled number of work hours, i.e. making time up within the same day of no more than two hours.

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

When an employee has requested personal time off, the employee has the option to make up time within the same day by adjusting their 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 the welding premium identified in Attachment 1 Exhibit "A" (1) <sup>1</sup> 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

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

minimum of eight (8) hours welding wage premium for each day a Light Foreman/woman or Heavy Foreman/woman is assigned and performs welding work.

- (c) When a welding premium is applicable to time worked at the overtime rate of pay, the overtime rate shall be applied to the applicable welding premium.
- (d) Welding premiums shall be payable only for hours actually worked, and shall not be paid for non-worktime such as holidays, sick leave, vacations, rest periods, etc.
- (e) Welding premium shall be paid for meal and travel time at the applicable overtime rate.
- (f) The welding wage premium will be adjusted each year by a percentage equal to the general contractual wage increase for the Fitter/Welder job classification.

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

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

Examples:

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

## TITLE 8 LEAVES OF ABSENCE

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

### 8.2 Military Leave

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

### 8.3 Union Leave

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

- (a) The term shall be for a fixed period not to exceed three (3) years. The period shall be stated in the request for leave.
- (b) The employee shall be returned to employment in their same classification held at the time the leave was granted and at the same headquarters at which they were last employed, or at the nearest headquarters to that location in which a vacancy exists.
- (c) The seniority of an employee who is granted a leave of absence under the provisions of this Title shall accrue during the period of such leave.(Amended 1/1/98)
- (d) Upon at least 72 hours written notice, employees may be granted time off to perform Union duties or services. The Company, in its sole discretion, reserves the right to deny such request.

#### 8.4 Personal Leave

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

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

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

#### 8.6 Family and Medical Leave

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

### TITLE 9 INCLEMENT WEATHER PRACTICE

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

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

(a) Employee safety

TMWA will consider Air Quality Index (AQI) ratings reported at or above 151 as "red" air quality days. When "red" air quality days occur, strenuous work activity shall cease within affected areas except when emergencies, and/or public safety or welfare are involved, and in those instances, the Company shall provide appropriate respirators for those employees required to work. (Amended 7/1/23)

(b) Operating requirements

(c) Undue hazards

(d) Service to the public

(e) Job site-working conditions

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

(g) Anticipated duration of inclement weather

(h) Distance from job site to operating headquarters

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

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

TITLE 10  
OVERTIME

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

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

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

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

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

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

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

3. Refusal shall be supported by a valid reason.

4. A reasonable and sympathetic approach shall be taken by Supervision, with employees receiving as much advance notice as possible in order to allow them to alter their plans.
5. Extenuating circumstances and health of the employees shall be considered.
6. The time necessary to complete the work assignment and the availability and practicability of the use of other employees shall be considered.
7. Above all, the rule of reason shall be used by employees and Supervisors.

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

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

- (a) The call-out is less than two (2) hours prior to their regular starting time and the work extends into the regular workday.
- (b) The call-out is an extension of the regular workday or the employee has not left the plant premises when called. Any employee required to keep a radio-equipped Company vehicle at home when off duty shall, upon completion of a tour of duty, proceed directly to their home. Any call-out while in transit shall be considered an extension of the regular day without interruption in time. A call-out received after reaching home and signing off the radio shall be considered a separate call-out. (Amended 5/1/81)

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

- (b) Deviation from the distribution of overtime as stated in Section 10.3 (a) must be established in writing and agreed to by both Company and Union. (Added 1/1/98)
- (c) Deviation from the distribution of overtime as stated in Section 10.3 (a) will be allowed in select cases where employees within classification possess special skills (certifications, licenses, or training) unique to that job requirement. (Added 1/1/98)

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

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

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

- (c) Prearranged overtime worked in excess of twelve (12) consecutive hours and continuing until the employee is dismissed from such work shall be paid at the rate of two (2) times the employee's straight rate of pay. (Added 5/1/81)
  - (d) If, following an employee's dismissal from work or on an employee's non-work day, the employee is called out for work, they shall be paid at two (2) times their straight rate of pay for all work performed outside their regular work hours or on a non-work day. (Added 5/1/81)
  - (e) During the 2009 Nevada legislative session, Section 2 of S.B. 427 amended the definition of compensation in NRS 286.025(2) for members hired after January 1, 2010, by modifying the definition of callback pay. While the Company recognizes the intent of S.B. 427 during the 2009 session was to severely restrict the reporting of callback pay to the system, the Company acknowledges emergency situations may occur necessitating a declaration of emergency. The Company will evaluate emergencies that are declared by the federal government, state government, and local governing bodies as well as evaluate emergencies and situations impacting the Company, to determine if a declaration of emergency is necessary. When the Company determines an emergency declaration is necessary and makes such declaration as described in NRS 286.025(2), employees' overtime compensation will be reported to Nevada Public Employees Retirement System in accordance with applicable PERS regulations and policies.
- 10.6 (a) Any regular or probationary employee who, as the result of a call out or a prearranged work assignment, has worked at overtime rates between their regular quitting time and their next regular starting time on regular work days, shall be entitled to a rest period under the following conditions:
1. If an employee has worked seven and one half (7 ½) hours or more at overtime rates, they shall be entitled to a rest period of twelve (12) consecutive hours upon completion of such overtime work.
  2. If they have worked a minimum of two (2) hours at overtime rates and such work extends beyond nine (9) hours after their regular quitting time, they shall be entitled to a rest period of twelve (12) consecutive hours upon completion of such overtime work. If they work less than two (2) hours at overtime rates and such work extends beyond nine (9) hours after their regular quitting time, the employee shall only be entitled to a rest period of seven (7) consecutive hours upon completion of such overtime work. (Amended 7/1/23).
  3. If they have worked a minimum of two (2) hours at overtime rates and such work commences later than nine (9) hours after their regular quitting time, they shall be entitled to a rest period of twelve (12) consecutive hours upon completion of such overtime work. If they work less than two (2) hours and such work commences later than nine (9) hours after their regular quitting time, the employee shall only be entitled to a rest period of seven (7) consecutive hours upon completion of such overtime work. The above provisions shall not apply if such work commences later than four (4) hours before their next regular starting time. (Amended 7/1/23)
  4. Rest periods, as provided above, shall commence upon completion of the employee's overtime work or the start of their regular work hours, whichever occurs first.
  5. Neither travel time nor missed meal consumption time will be included as time worked to qualify for a rest period. (Amended 7/1/23)
- (b) The provisions of Section 10.6(a) shall apply to an employee who works at overtime rates on their regularly scheduled day off or on a holiday observed by the Company as follows:
1. The overtime must have been worked immediately preceding their regular starting time on the next regularly scheduled work day, and
  2. During the corresponding time period normally observed by them as off-duty hours on consecutive workdays.



- (c) If the employee becomes eligible for a rest period in accordance with any of the conditions above, and the Company requires the employee to continue work into their regular work period, the employee shall be paid at two (2) times the standard rate of pay for all hours worked until they are given a rest period. If, however, the employee is not entitled to a rest period, the employee shall revert to the straight-time rate at the beginning of their regular work period irrespective of whether they continue to work at said overtime work or changes to regular duties.
- (d) If the employee becomes eligible for a rest period and is called back to work during their twelve (12) hour rest period, the employee shall be paid overtime compensation at the rate of pay equivalent to two (2) times the standard rate of pay for all work performed until they have been relieved from duty for at least twelve (12) consecutive hours, and a new rest period will commence at the conclusion of such work. (Amended 7/1/23)
- (e) Should a rest period provided for above extend into their regular work hours, the employee may be required to report for work at the end of said rest period for the remainder of that regular work period. For twelve (12) hour rest periods that conclude within two (2) hours of an employee's regular quitting time, the rest period will be automatically extended through the employee's regular quitting time. The employee shall be paid at straight time for any portion of their regular work period, which they are allowed to take as a rest period. They will in any event be paid at the straight-time rate for the said regular work period. (Amended 7/1/23)

TITLE 11  
HOLIDAYS

- 11.1 It shall be the policy of the Company to perform only necessary work on any of the holidays observed by the Company. The necessity for holiday work and the number and choice of employees required to work on the holiday shall be determined by the Company.
- 11.2 All regular, probationary and provisional full-time employees shall be entitled to the following paid holidays and any legal holiday, as set out within NRS 236.015, which has been declared by the Governor, or the United States Congress (excluding holidays declared by the President through an executive order).

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

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

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

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

- 11.4 If a holiday is observed by Company on a regular or probationary employee's scheduled non-work day and the employee works on that day, they shall be paid at the applicable overtime rate for all work performed plus their holiday allowance.
- 11.5 If a holiday is observed by Company on a regularly scheduled workday of a regular or probationary employee and they perform no work that day, they shall be given a holiday allowance equal to their regular straight-time pay for the day.
- 11.6 If a holiday is observed by Company on a regularly scheduled workday of an employee and they work that day, the employee shall have the option to:
- (a) Be paid the applicable overtime rate for all work performed plus their holiday allowance of eight (8) hours straight-time pay, or
  - (b) Be paid the applicable overtime rate for all work performed and carry over the holiday, to be observed at another time prior to the end of the payroll year. Should the employee not observe the holiday prior to the end of the payroll year, they will receive regular straight-time pay for the holiday during the last pay period of the payroll year. (Amended 7/1/23)
- 11.7 (a) If a holiday falls on a Saturday, the Company shall observe the holiday on Friday. If a holiday falls on a Sunday, the Company shall observe the holiday on Monday.
- (b) If a holiday falls on a Saturday or Sunday, employees regularly scheduled to work that day shall observe the actual holiday rather than the Company observed holiday.
- 11.8 If an employee takes off any of the days observed by the Company as holidays and is absent without bona fide reason on the work day either immediately preceding or following such day observed by the Company as holiday, they shall not receive holiday pay.

TITLE 12  
VACATIONS

- 12.1 All active employees, except Temporary employees, begin accumulating vacation time upon employment. Vacation time shall be computed from the employee's continuous service date and will be credited bi-weekly.
- (a) An employee's continuous service date shall be their most recent date of hire, which may be adjusted subject to the provisions of Title 8.
  - (b) When an employee's accrual rate changes as stated in 12.2 below, the new accrual rate will be effective at the beginning of the pay period in which the continuous service date falls. (Amended 5/1/87; Effective 1/1/88)
- 12.2 Full-time employees except Temporary employees earn vacation time as follows and subject to the provisions of Title 20:

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

- 12.3 Part-time employees except Temporary employees shall earn vacation time as stated in Section 12.2 but adjusted as follows and subject to the provisions of Title 20.
- (a) Vacation time credits shall be prorated as outlined in Section 3.5. (Amended 5/1/87)
- 12.4 An employee must complete six (6) months of continuous service to be eligible to take vacation. After completion of six (6) months of continuous service, vacation may be taken as earned, subject to operational needs of the Company and by mutual agreement of Company and employee. (Amended 5/1/87)
- 12.5 Vacation time shall be paid at the straight-time rate of pay. (Amended 5/1/87)
- 12.6 Vacation requests, which must be pre-approved by the employee's supervisor, should be submitted as far in advance as possible and must be taken in ¼ hour increments. (Amended 7/1/09)
- 12.7 Earned vacation, which is not used by an employee, may be allowed to accumulate. Such vacation may be carried over from one (1) payroll year to the next following payroll year provided that the carryover vacation does not exceed a maximum amount based on years of continuous service as stated below: (Amended 7/1/23)

<u>Years of Continuous Service</u>	<u>Maximum Carryover Vacation</u>
1st through 5th year (from 1 day - 60 months)	20 days or 160 hours
6th through 12th year (At the completion of 5 full years - 60 months)	30 days or 240 hours
13th through 19th year (At the completion of 12 full years - 144 months)	40 days or 320 hours
20th through 26th year (At the completion of 19 full years - 228 months)	50 days or 400 hours
27 years or more (At the completion of 26 full years – 312 months)	60 days or 480 hours

- (a) All vacation carried over from one (1) payroll year to the next following payroll year in excess of the maximum as stated in 12.7 above will be forfeited. However, on an annual basis, an employee is allowed to transfer up to 80 hours in forfeited vacation to their 401(a) or 457 deferred compensation accounts. Once an employee has made their election to a deferred compensation account, those elections are subject to plan guidelines and annual maximum contribution limits as stipulated by the IRS. (Amended 6/12/06) (Amended 7/1/09)
- 12.8 When an employee is required to carry over a vacation from one (1) payroll year to the next payroll year due to an approved absence from work because of an extended illness or industrial injury, such vacation will be taken at the convenience of the Company and at such time as not to interfere with vacation schedules of other employees. Such vacation will not be subject to forfeiture as stated in 12.7(a). (Amended 1/1/98)
- 12.9 When an employee's approved scheduled vacation is canceled by the Company due to unforeseen emergency conditions, or an employee foregoes their/her vacation for the convenience of the Company, the employee shall be allowed to reschedule their vacation by mutual agreement between Company and the employee. If such vacation must be carried over to the next following payroll year, it shall not be subject to forfeiture as stated in 12.7(a). (Amended 1/1/98)
- 12.10 If a holiday is observed by the Company on a workday within an employee's vacation period, the holiday shall not be considered a vacation day. (Amended 5/1/87)
- 12.11 Company shall not require an employee to take their vacation in lieu of sick leave or leave of absence on account of illness. (Amended 5/1/87)

- 12.12 Regular, probationary and Provisional employees whose employment with the Company has been terminated for any reason shall receive vacation pay for all accrued vacation time in lieu of any vacation allowance. (Amended 6/11/01)
- 12.13 Before January of each year, there will be a sign-up in each department so that the employees may designate their choice of vacation periods. The Company shall prepare the annual vacation schedule on the basis of such sign-up, effecting whenever possible the selections of the employees within each classification in the order of Company seniority. (Amended 7/1/09)
- (a) If, in accordance with 12.6, an employee has arranged to take their vacation in two (2) or more periods the use of seniority as a factor in securing preferential consideration over other employees shall be limited to one (1) of such periods.
- (b) Service employees shall be allowed to include one (1) night shift in their first choice vacation period. (Amended 5/1/87)
- 12.14 Vacation lists shall be posted on or before January 15 of each year. Scheduled vacation shall be taken as posted unless otherwise agreed to by Company. Any request for changes in scheduled vacation shall be submitted by the employee in writing and subject to written approval by Company. Such request shall include the alternate date(s) proposed by the employee. (Amended 5/1/87) (Amended 7/1/09)
- 12.15 During each payroll year, the employee may elect to cash out up to 40 hours of unused earned vacation. (Added 7/1/12) An employee wishing to cash out vacation time must complete an irrevocable cash out request in December for cash out during the first pay period of the following July or January. Due to IRS regulations, elections will not carry over.
- 12.16 Employees may voluntarily and irrevocably donate vacation time to the bargaining unit voluntary leave bank, not to exceed more than fifty percent (50%) of their accrued balance. Donating employees must have a minimum balance of at least forty (40) hours of accrued vacation remaining after the donation. Employees may donate to the voluntary leave donation bank at any time during the year. Donating leave under 12.16, shall not restrict an employee from electing a cash out under 12.15. Refer to TMWA's Administrative Instruction A-14 Voluntary Leave Transfer Program Directive for more information on the leave donation program.

### TITLE 13 SAFETY

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

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

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

- 13.1 Company shall make reasonable provisions for the safety of employees in the performance of their work. Union shall cooperate in promoting the realization of the responsibility of the individual employee with regard to the prevention of accidents.
- 13.2 The Company will draft reasonable safety rules for employees and it will be the responsibility of all employees to observe these rules. A copy of the rules will be furnished the Union.
- 13.3 The Company shall hold not less than eight (8) safety meetings each year at practical points throughout the system. When practicable, such meetings shall be scheduled to permit as many employees as possible to attend. Employees shall be required to attend safety meetings except for good cause. The programs of the safety meetings shall be arranged by the Company and in general will cover material appropriate to each group.

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

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

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

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

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

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

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

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

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

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

In establishing said Safety Committee, it is specifically recognized and acknowledged that the employer is obligated to provide to the employees a safe and healthy place of employment and that the operation and/or establishment of the aforementioned committee shall in no way relieve the employer of that obligation. The Company Safety Committee shall develop a Charter listing the committee activities, members responsibilities, meeting times and agendas and the measures of its success. The Safety Committee will make recommendations concerning unsafe working conditions and recommending measures to be taken for correction thereof. Such recommendations shall be in the form of written

reports, copies of which will be sent to the appropriate Supervisor or Manager, Safety Officer, Human Resources, and each member of the Safety Committee. Within ten (10) working days from receipt of such recommendations, a written reply from the Safety Officer will be returned to the Chairman of the Committee. The union shall appoint members to the committee from the list above #1, #2, #3, and #5. In the Fall and Spring the members of the Safety Committee will agree on a date and time to conduct inspections of Company's properties, vehicles, equipment, and activities. Members of the committees will have time off with pay for the purpose of making said inspections and shall be reimbursed by Company for expenses incurred therefore. (Amended 6/11/01) (Amended 7/1/09)

13.7 (Deleted 7/1/09)

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

TITLE 14  
UNION ACTIVITY

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

14.2 The Company shall not discriminate against an employee because of their 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 Sick Leave may be taken in ¼ hour increments for absences due to: 1. The inability of an employee to be present or perform their duties because of personal or family illness or injury; 2. Personal or family medical, dental, vision, preventative screenings or mental health/counseling appointments which are impracticable to schedule outside of regular working hours. Appointments should be scheduled to reduce a minimum the time away from work.
- 15.2 A regular employee shall, in addition to any accumulated unused sick leave with pay to which they may be entitled as of May 1, 1968, also be entitled to accumulate further unused sick leave with pay at the rate of fifteen (15) sick days per year subsequent to May 1, 1969, and calculated biweekly. An unlimited number of working days of sick leave may be accumulated in this manner, subject to the provisions of Section 20.1. The employee may cash out unused earned sick leave in excess of 700 hours during the last pay period of the payroll calendar year, not to exceed 48 hours that payroll year. (Amended 7/1/23)
- 15.3 The Company may require satisfactory evidence of an employee's illness or disability before sick leave will be granted. If it is found that the employee is using sick leave for reasons other than a bona fide 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)
- 15.4 If a holiday is observed by the Company on a work day within the sick leave period of an employee who is entitled to holidays off with pay, the holiday shall not be charged to the employee's sick leave (see 11.5).
- Except as provided in Section 15.4, nothing in the foregoing Title shall be interpreted to entitle the employee to sick leave while on vacation, temporarily laid off by the Company, upon severance of employment, or while receiving industrial compensation.
- 15.5 If an employee is confined to a hospital during their vacation period, upon request they will be granted sick leave for the period of confinement.
- 15.6 Unused Sick Leave at Retirement (Added 6/12/06)
- Employees who "retire" under the qualified Retirement Plan (minimum age 55 with at least 10 years of service) will convert 100% of unused sick leave over 700 hours at retirement to a Retirement Health Savings (RHS) account.

TITLE 16  
SENIORITY

- 16.1 There shall be two (2) types of seniority, namely, Occupational Group Seniority and Company Seniority. Company Seniority shall be defined as total length of continuous service with the Company as determined in accordance with 3.7. 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 and not more than seventy-two (72) hours to consider and accept or decline a bid using group seniority per 16.5(1), and will then continue to progress in their line of progression in accordance with Section 16.5. Employees who participate in a job shadow will have seventy-two (72) hours from the conclusion of the job shadow to rescind their bid acceptance without penalty.
    - 4. If incumbent in double-lined boxes bids a position within their line of progression at any location but elects to turn down such position or fails to place a bid, he/she will lose the opportunity to use group seniority for that particular position and location. Future bids to that position and location, if posted again, shall be based on Company seniority only. (Added 1/1/95, Amended 6/11/01)
- 16.6
- (a) When the occupational group seniority is identical for two (2) or more employees whose bids are entitled to equal consideration under paragraph (a), (b), or (d) of Section 16.5, preferential consideration shall be given to the employee with the greatest Company seniority, subject to the provisions of Sections 16.7 and 16.10.
  - (b) When a bid cannot be awarded as stated in Section 16.6(a) because there is a tie between two (2) bidders for the same job and it is decided that to award the job the tie must be broken, a representative of the Company and a representative of the Union will meet and have a coin toss to determine which of the bidders will be offered the position. Because in this case there are only two (2) bidders tied, the Union representative will decide which of the coin (head or tails) will represent which employee. The Company representative will then toss the coin and whichever side (heads or tails) comes up, that bidder will be offered the position. (Added 6/11/01)
  - (c) When a bid cannot be awarded as stated in Section 16.6(a) because there is a tie between more than two (2) bidders for the same job and it is decided that to award the job the tie must be broken, the same process will be used as in 16.6(b) only that after the first person is eliminated, the process will be repeated until there is only enough bidders left to award the position. (Amended 6/11/01)
- 16.7
- (a) Nothing in this Agreement shall be construed as limiting the right of the Company to determine the number of employees required in each classification nor shall it be construed as limiting the right of the Company to determine whether a vacancy shall be filled. Except as provided in

Section 16.7(b), awards to jobs posted for bid shall be made in accordance with Section 16.5. However, whenever a vacancy occurs in any job classification, Company may, in its discretion, temporarily fill such vacancy. Any such temporary appointment shall, if practicable, be given to an employee who would be eligible to bid therefore under the seniority and job bidding provisions of this Agreement, subject to the provisions of Sections 16.7(b) and 16.10(a), and the lines of upgrade (Attachment IV Exhibit C (2)).(Amended 7/1/12)

- (b) In filling vacancies in jobs hereinafter collectively referred to in Subsection 16.7(c) as "Working Foreman/woman jobs," Company shall consider the appointment of employees to any such vacancy as herein provided, and where the Company determines that the following qualifications are relatively equal, seniority shall govern:
1. The quality of the employee's performance on their current job.
  2. Their background of education and experience in similar or related work.
  3. The amount of special preparation for the new job, if any is necessary or pertinent, which the employee has completed at the time the bid is made.
  4. Their previous demonstrations of leadership and progress. When filling a permanent position, upgrade hours need not be considered (Amended 7/1/12)

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

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

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

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

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

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

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

- 16.9 All bids shall be submitted through the electronic application tracking system used by the Company. If a prospective bidder is unable to access the internet during the bidding period, then they may request via email that Human Resources submit a bid on their behalf. The Company will not consider any bid submitted later than the closing date on the posted bid/job announcement form.
- 16.10 (a) Notwithstanding anything contained herein, Company need not consider the bid of any employee who does not possess the knowledge, skill, efficiency, adaptability and physical ability required for the job on which the bid is made.
- (b) Company need not consider the bid of any employee for a posted job vacancy in another occupational group, if the employee has not worked for a minimum of 90 days in their present classification within the occupational group in which they are currently employed. The provisions of Section 16.10(c) are not to be construed as placing any time limitation upon the subsequent advancement of any employee within the line of progression in the occupational group to which they are qualified to bid. (Amended 7/1/12)
- (c) Company will not consider the bid of any employee in an Apprentice classification for a posted job vacancy in another Apprentice classification. (Amended 1/1/95)
- (d) Company will not consider the bid of any employee for an apprenticeship who has not met the requirements of the Joint Apprenticeship Training Committee. (Added 5/1/83)
- (e) The Company will not consider the bid of an employee for any position if the employee has an overall unsatisfactory appraisal in their current classification. (Added 1/1/95)
- 16.11 (Deleted 5/1/82)
- 16.12 The seniority rights of employees who are members of the Armed Forces shall accrue while they are absent on military duty.
- 16.13 Both the Company and Union recognize that there will arise situations with respect to partially incapacitated employees, employees displaced by new technologies or revisions of operational procedures, employees who are temperamentally unsuited to their jobs, employees returning from military service (other than annual field training) or employees who are displaced either directly or indirectly by other employees returning from military service with the Armed Forces of the United States (other than annual field training) who have been granted leaves of absence by the Company under Section 8.2 of the Agreement, and that in such cases the bidding procedure may be waived by mutual agreement in order to properly protect the seniority of employees who have given long and faithful service. The Company will discuss such cases with the Union as far in advance as possible with the object of avoiding any inequitable situations, which might result. Both parties will endeavor to provide for retention of employees in the Company, in jobs suitable to their capabilities, first in the areas where they are employed at the time, or secondly in other areas of the Company's operations. If after full discussion of such cases and survey of all possibilities available to the solution of the problem, the Union and the Company are unable to agree on a satisfactory solution, the Company shall have the right to make changes or layoffs as it may deem necessary, consistent with the provisions of the Agreement. Should a partially incapacitated employee, an employee displaced by new technologies or revisions of operational procedures, or an employee who is temperamentally unsuited to their job, or employees returning from military service (other than annual field training) or employees who are displaced either directly or indirectly by another employee returning from military service with the Armed Forces of the United States (other than annual field training) who have been granted leaves of absence by the Company under Section 8.2 of the Agreement, agree to be transferred to work falling outside of the

Bargaining Unit, and should the employee not prove to be satisfactory in this assignment, Company and Union may mutually agree to waive the bidding procedure and return the employee to a Bargaining Unit job suitable to his/her capabilities, under the provisions of this Section.

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

## TITLE 17 EXPENSES

- 17.1 (a) Upon mutual agreement between the Company and the employee, the employee may provide their own regular meals on an out-of-town work assignment as outlined in Section 17.8(a) and be reimbursed by the Company the meals for which the employee qualified during each day of the assignment. The reimbursed price will be the base cost of the appropriate meal as outlined in 17.1, excluding tax and tip. (Added 5/1/86)(Amended 7/1/12)
- (b) The provisions of this Title shall be applied in a reasonable manner by the Company and the Union to conform to the intent of the parties, namely, that the Company will provide adequate meals when employees are prevented from observing their normal meal practices, and such other meals as provided for in this Title. Time necessary to consume the meals shall be considered as time worked. Union will cooperate with the Company to insure that the time necessary to consume meals will not be excessive. Company shall have right to consider excessive time taken to consume meals as time not worked.

### Definitions

"Normal Meal Practice":

- Breakfast: The two (2) hour period immediately proceeding the time corresponding to an employee's regular starting time on regular work days.
- Lunch: From four (4) hours after the time corresponding to an employee's Regular starting time on Regular workdays to five (5) hours after this starting time.
- Dinner: From one and one half (1.5) hours after the time corresponding to an employee's regular quitting time on regular work days to two and one half (2.5) hours after this quitting time.

(Amended 7/1/12)

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

"Adequate Meal":

1. Beginning on February 19, 2018, all earned meals will be credited at \$32.17 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. Missed meal consumption time will not be included as time worked to qualify for an additional meal period. (Amended 7/1/23)
3. An employee taking an earned meal at the conclusion of their work must return company vehicle to the employee's regular reporting place and sign off prior to consuming the earned meal. (Added 7/1/12)
4. (Deleted 7/1/12)

"Time Necessary to Consume":

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

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

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

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

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

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

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

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

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

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

17.6 If an employee is called out during a period defined in the "Normal Meal Practice" but actually reports to work after the "Normal Meal Practice" period, the employee shall be credited the 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 at least two (2) members appointed by the Company and at least two (2) members appointed by the Union. (Amended 7/1/23)

- (c) The JATC members shall serve from the date of their appointment until their successors are duly selected.
  - (d) In addition to the two (2) Company Representatives, the Company can elect a Chairperson who shall remain a non-voting member of the Committee. In addition to the Union Representatives, the Union Business Representative shall remain a non-voting member. (Amended 7/1/09)
  - (e) The chairperson will be responsible for an agenda of, and presiding over, scheduled meetings. The secretary shall record the minutes of each meeting and distribute them to all appropriate persons.
  - (f) JATC meetings shall be held quarterly or as designated by the Chairperson. (Amended 5/1/82) (Amended 7/1/09)
- 18.2 The JATC shall have the responsibility for developing new apprenticeship programs, amending existing apprenticeship programs, and investigating problems related to such areas as entrance requirements, standards of progress, methods of testing and scoring, apprenticeship working conditions, and procedures for removal or freezing when apprentices fail to meet established requirements. (Amended 5/1/82)
- 18.3 The Company shall not be liable for lost time or expenses of the Union appointed members of the JATC.
- 18.4 Any programs or plans which may be agreed upon by the JATC with reference to items listed in 18.2 shall be reduced to writing and upon approval and acceptance by the General Manager of the Company or designee and the Business Manager of the Union or his designee, such supplemental agreements shall constitute an amendment to this Agreement as of the date specified in such supplementary agreement. (Amended 6/11/01)
- 18.5 (Deleted 6/11/01)
- 18.6 When an apprentice in any formalized Apprenticeship Training Program has completed six (6) months at the top step of their apprentice wage progression and has successfully met all requirements for advancement to Journeyman status, they shall automatically be reclassified to the classification and wage rate of a Journeyman within the Department in which their apprenticeship has been served, and the Company shall not be required to post a Journeyman vacancy. When an apprentice has reached the top step of their wage progression and has successfully met all requirements for advancement to Journeyman status, they may be, at Company's discretion, reclassified to the classification and wage rate of Journeyman within the Department in which their apprenticeship has been served, and the Company shall not be required to post a Journeyman vacancy. (Amended 5/1/81)
- 18.7 All apprenticeship job vacancies will be filled in accordance with the provisions of Section 16.10 of this Agreement. (Added 5/1/83)
- 18.8 From the date an apprentice voluntarily drops out of an apprenticeship, they shall not be eligible to bid another apprenticeship for a two (2) year period. (Added 7/1/09)
- 18.9 If an employee desires to attempt more than two (2) apprenticeships, they must appeal the JATC for an attempt at an additional apprenticeship if they failed (washed out) one (1) of their two (2) prior apprenticeships. When there is an absent member from either party, that party may elect to proxy vote their absent member.

TITLE 19  
MISCELLANEOUS

- 19.1 No employee shall be required to be "on call." An employee placed on standby duty shall be considered working and shall receive pay as such. Provisions to this section do not apply to the Emergency Response Program (Attachment VIII). (Amended 1/1/98)
- 19.2 (Deleted 5/1/80)



- 19.3 The Company does not plan to contract work it normally does and agrees that in no case will it lay off employees as the result of work contracted. The Company has the right to enter in contracts. The Company will review on a quarterly basis, in the labor management committee, the status of the outside contracts. (Amended 1/1/98)
- 19.4 Company shall not, by reason of the execution of this Agreement, abrogate or reduce the scope of any present plan or rule beneficial to employees, which is not specifically covered by this Agreement.
- 19.5 Job descriptions are not intended to be so restrictive as to prohibit performance of work not specifically mentioned in the job descriptions themselves. Such work assignments shall be in accordance with Section 4.3 of the Agreement.
- 19.6 Nothing herein contained shall be construed as to limit the right of the Company to determine the character, extent and methods of its operations, the amount of production, the number of employees required in total and in the specific classifications of work.
- 19.7 The Company will furnish for use by employees all special tools it deems necessary that may be required by any classification in the performance of the job therein. The Company will replace all personal hand tools, as normally purchased by the Company, which are worn out in the service of the Company and are turned in to the Company for replacement.
- (a) A monetary allotment of \$250.00 shall be paid annually on the first pay period of July each year for boots to employees in Maintenance, Production, Building & Grounds, and Hydro Generation occupational groups.
- 19.8 If any part or portion of this contract is determined to be invalid or be superseded by either state or Federal law, by a court of competent jurisdiction, the remaining portions of the contract shall, remain in full force and effect. If the invalid or superseded part is a mandatory subject of collective bargaining under NRS 288.150 (in effect as of the date of this Agreement), the Company and the Union agree to meet within 60 days following such determination to negotiate the invalid or superseded provision.
- 19.9 To facilitate and promote effective communication, cooperation, and early resolution of disputes and issues, the Company and Union agree to form a Labor Management Committee (LMC). The LMC is intended to facilitate communication between the Company and the bargaining unit employees by providing a forum for discussion and collaborative problem-solving relating to:
- (a) Matters arising from the provisions of this Agreement  
(b) Administration of this Agreement  
(c) Exchanging general information of interest to the parties  
(d) Items which affect the working conditions of employees

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

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

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

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

- 19.10 The Company and Union recognize that the use of "Smart Phone" technology in the workplace can potentially enhance productivity and be of benefit to both the employee and the company. Because of this, the company is authorizing a voluntary allowance provided on a monthly basis of \$75.00 for employees who maintain a "Smart Phone." The company will determine classifications that are authorized to receive this special "Smart Phone" allowance. (Added 7/1/12)
- 19.11 Severance benefits shall be provided pursuant to the Company's Bargaining Unit Employees Severance Pay Plan, which became effective January 1, 1995, for employees laid off through the application of Title 23. (Added 1/1/95; Amended 6/11/01).

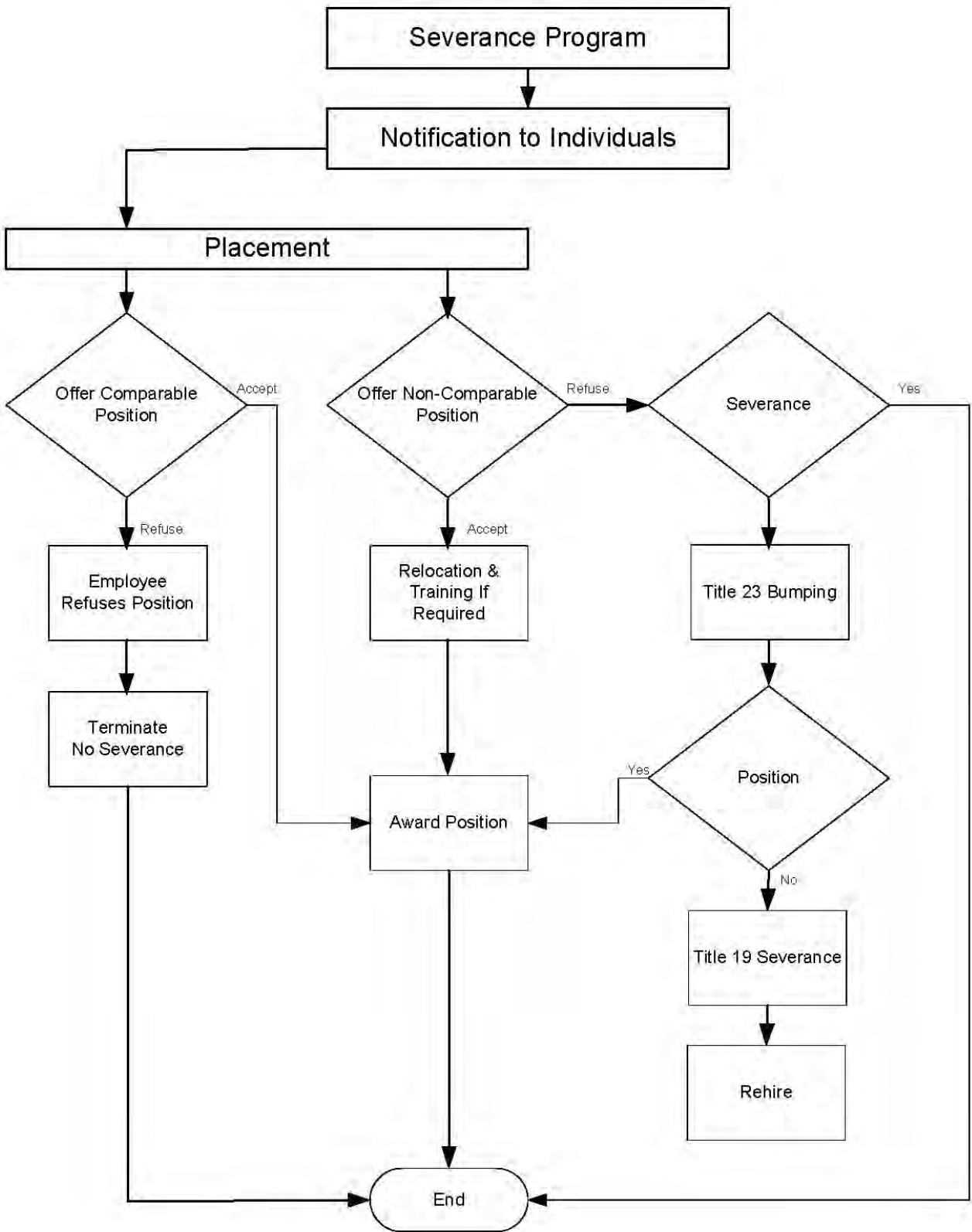
### **Bargaining Unit Employees Severance Pay Plan**

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

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

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

- (c) If an Affected Employee declines Severance, they will be eligible for consideration under Title 23, Demotion and Layoff Procedure (bumping).
- (d) Severance Flow Chart - (this chart should only be used as a guide when reviewing Section 19.10)



Severance Plan Flow Chart 19.10 (d)

TITLE 20  
SUPPLEMENTAL BENEFITS FOR INDUSTRIAL INJURY

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

TITLE 21  
GRIEVANCE PROCEDURE

- 21.1 A grievance is defined as a dispute or difference of opinion between the Union and Company, regarding the meaning, interpretation, or application of any of the terms of this Agreement. All grievances, including those involving discharge, demotion, or discipline of an individual employee, as well as issues as to whether a dispute is a proper subject for the grievance procedure, shall be determined by the following procedure:
- 21.2 Step One - Supervisor: The initial step in the adjustment of a grievance shall be a discussion between the grievant or the Shop Steward and the grievant's first-level supervisor, who will answer within ten (10) calendar days. This step shall be started within thirty (30) calendar days of the date of the action complained of, or the date the grievant should have reasonably been made aware of the incident which is the basis for the grievance.
- 21.3 . Step Two – Department Head: If the grievance is not resolved in the first step, the second step shall be presentation of the grievance in writing by the grievant, the Shop Steward, or the Union's Business Representative to the appropriate Department Head who oversees the grievant, who shall answer in writing within ten (10) calendar days. The second step shall be started within ten (10) calendar days of the date of the answer in step one. The written presentation of the grievance shall include a clear, concise statement of the grievance, the circumstances involved, the pertinent dates, the decision rendered at the previous step, the identity of the grievant(s), the section(s) of the Agreement alleged to be violated, and the remedy sought. For grievances involving the discharge, discipline, or demotion of an individual employee, where a specific section of the Agreement cannot be identified, the written grievance should identify the policy, rule, or procedure at issue. In cases involving employee demotion, suspension, or termination the information provided by the employee, verbally and in writing, will be considered in resolving the grievance.
- 21.4 Step Three – Human Resources: If the grievance is not resolved in the second step, the third step shall be the presentation of the grievance in writing by the grievant, the Shop Steward, or the Union's Business Representative to the Company's Human Resources Director, or their designee, who shall answer in writing within ten (10) calendar days. The second step shall be started within ten (10) calendar days of the date of the answer in step two. The written presentation of the grievance shall include a clear, concise statement of the grievance, the circumstances involved, the pertinent dates, the decision rendered at the previous step, the identity of the grievant(s), the section(s) of the Agreement alleged to be violated, and the remedy sought. For grievances involving the discharge, discipline, or demotion of an individual employee, where a specific section of the Agreement cannot be identified, the written grievance should identify the policy, rule, or procedure at issue. In cases involving employee demotion, suspension, or termination, the information provided by the employee, verbally and in writing, will be considered in resolving the grievance.
- 21.5 Step Four – Joint Grievance Committee: If the grievance is not resolved in the third step, the fourth step shall be the presentation of the grievance in writing by the grievant, the Shop Steward, or the Union's Business Representative to the Human Resources Director, or their designee, for review by a Joint Grievance Committee. The fourth step shall be started within ten (10) calendar days of the date of the

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

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

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

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

- 21.7 Any grievance not answered by TMWA within the time limits specified in each step shall constitute a proper denial of the grievance on the date the answer was due, and the grievant, the Shop Steward, or the Union's Business Representative may immediately present the grievance to the next step or forego further processing of the grievance. The time limits at any step may be extended by mutual written agreement of the grievant, the Shop Steward, or the Union's Business Representative and TMWA.
- 21.8 The grievant, the Shop Steward or the Union's Business Representative and the Director of Human Resources may mutually agree in writing to skip a step or steps of the grievance procedure for a particular grievance. Employee terminations will automatically begin at Step Three of the grievance procedure and shall be presented in writing as described in Step 3 within ten (10) calendar days of the termination effective date.
- 21.9 Discussions between the grievant, the Shop Steward and the Supervisor, Department Head and the Director of Human Resources to resolve a grievance may be conducted during working hours but shall be at such time and place as to not interfere with other work in progress.

- 21.10 Neither the grievant nor the Union shall interfere with the right of the Company to proceed in carrying out its management responsibilities subject to a final decision on the grievance. In the event the grievance involved an order, requirement or other directive, the grievant shall fulfill or carry out such order, requirement or directives pending the final decision on the grievance.
- 21.11 Notwithstanding the aforementioned procedure, any individual employee shall have the right to present grievances to the Company and to have such grievance adjusted without the intervention of the Union, provided, however, that the adjustment shall not be inconsistent with this Agreement, and provided further, that the Union's Business Representative shall be given an opportunity to be present at such adjustment. Grievances settled by individual employees without representation by Union officials shall not bind either party to an interpretation of this Agreement.
- 21.12 The disqualification of a preferred bidder as provided in Section 16.5 to a job classification listed in Exhibit C by reason of Company application of Section 16.10 shall be referred to Step Three of the grievance procedure. The affected employee, the Shop Steward, or the Union's Business Representative, shall within fourteen (14) calendar days of the bid award, present their grievance to the Director of Human Resources. If no notification is made, the award shall be made permanent.

TITLE 22  
EMPLOYEE BENEFIT PROGRAMS

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

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

22.1 Retirement

- (a) The retirement system for all Regular employees shall be the Public Employee Retirement System of Nevada (PERS) in accordance with applicable provisions of NRS.
- (b) The Retirement rate of compensation will be in accordance with NRS Ch. 286.
- (c) Effective July 1, 2017, Nevada PERS rate increases or decreases shall be split equally between the Company and the employee. The Wage Schedule and the wage of each employee shall be automatically decreased by one-half of any PERS increase and increased by one-half of any PERS rate decrease.

22.2 Post Retirement Medical

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

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

1. VEBA Trust Benefit: The VEBA Trust has been established to provide retirees and their dependents with benefits to assist with the payment of premiums for post-retirement medical coverage and post-retirement group life insurance coverage. The benefits payable to participants under the VEBA Trust will vary depending on whether the participant is classified as an "IBEW Transfer Employee," "IBEW Transfer Employee Receiving Sierra Plan Benefits," or "Other IBEW Employees." Bargaining Unit employees entitled to receive benefits under the 115 Trust described in Section Two below are not eligible to receive benefits under the VEBA Trust.
- (a) Employees who "retire" under the qualified Retirement Plan (minimum age 55 with at least 10 years of service), are eligible for Post Retirement Medical benefits. For Post Retirement Medical Plan provisions, refer to the Truckee Meadows Water Authority Post-Retirement Medical Plan & Trust. (Amended 6/12/06)
  - (b) Employees retiring on or after July 1, 1998, who are under age 65, will pay 20% of the applicable Medical Plan premium (including Dental and Vision); plus an additional 4% of the applicable Medical Plan premium (including Dental and Vision) for each year less than 20 full years of Credited Service.
  - (c) Employees retiring on or after January 1, 1998, who are age 65 or over, or who subsequently become age 65, will be offered the same HMO group policies or plans offered by the Company that provide medical, dental, or vision coverage to as active Bargaining Unit employees, a Medicare Supplement Plan (plan design to be determined and mutually agreed upon in the Joint Wages and Benefits Committee), and a Medicare Risk Contract.
  - (d) Employees retiring on or after July 1, 1998, who are age 65 or over, will pay 15% of the applicable Medical Plan premium (including Dental and Vision); plus an additional 4% of the applicable Medical Plan premium (including Dental and Vision) for each year less than 20 full years of Credited Service. If a retiree elects to participate in a Medicare Risk Contract, the 15% premium will be waived; any additional premium for years of Credited Service less than 20 shall apply. In addition, retirees age 65 or over are required to enroll in and pay the cost of Medicare Part "B" or Medicare Part "C".
  - (e) Legacy Note: Employees who are age 60 or greater with at least 10 years of service as of July 1, 1998, will not be required to pay 20% (or 15% if over age 65) of the applicable premium at the time they retire, but will be required to pay 4% for each year less than 20 full years of Credited Service. For example, an employee who turns 60 on May 1, 1998, but chooses to retire May 1, 2001, when they have 20 years of service, will not be required to pay 20% of their applicable Medical Plan premium.
  - (f) Retirees may choose to waive their medical coverage at the time of retirement or any time thereafter. Waiver is permanent.
  - (g) Retirees may change plans once each year during an annual open enrollment period without pre-existing exclusions. Retirees can change their coverage level (retiree only; retiree plus spouse; etc.) if they incur a family status change within the plan year.
  - (h) Medical Plan premiums will be actuarially determined each plan year. Retirees will be rated separately from active employees for self-funded plans.
  - (i) Unless the parties design a more mutually acceptable plan, all new employees hired on or after January 1, 1998, will receive an individual account balance for post retirement medical equivalent to \$1,250 per year of Credited Service at the time they retire. Details of plan design and administration will be deferred to Joint Wages and Benefits Committee prior to any employee first becoming eligible. The Company agrees to review current plan and determine if improvements can be made to plan. (Amended 7/1/12)



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

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

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

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

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

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

(c) Benefits for Tier II Retirees: The maximum benefits to be paid by the 115 Trust to Tier II 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

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

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

- (a) The Section 457 and 401(a) Deferred Compensation Program for Bargaining Unit Employees of Truckee Meadows Water Authority is provided by the ICMA Retirement Corporation and are the Plans in effect during the term of this Contract. For more detailed information regarding the Plans, refer to the Plan Document distributed by the Plan. (Amended 6/12/06)
- (b) The Company will pay the normal administrative fee for all plan participants.
- (c) The maximum employee contribution is defined by Federal law.(d) For fiscal year 2009-2010, the Company will provide a match of one dollar (\$1.00) for each dollar of employee contributions up to three (3) percent of the following total earnings: (amended 6/11/03) (Amended 7/1/09)
- (d) 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/domestic partner; employee and child or children; and, employee and family (with spouse or domestic partner). Employee contributions will be made bi-weekly on a pre-tax basis.
  - (f) The Company will pay one hundred (100) percent of the premium for the employee only coverage premium.
  - (g) The Company will pay fifty-five (55) percent of the dependent coverage premium. Employees working less than a full-time work schedule will be required to pay a prorated premium for the employee only and dependent coverage categories based on the regular hours scheduled.
  - (h) The rates and the level of benefits will be determined by the City of Reno.

#### 22.5 Group Life Insurance

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

#### 22.6 (Deleted 6/11/01)

#### 22.7 Long-Term Disability Income Plan

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

#### 22.8 Benefits for Part-Time Employees

- (a) The following provisions apply to part-time employees hired on or after January 1, 1995, and to part-time employees who assume full-time status and subsequently revert to part time on or after January 1, 1995, and to full-time employees who become part-time on or after January 1, 1995.
  1. Allowance for vacation, sick leave, holidays and other nonproductive time will be prorated as described in Title 3.5(a).
  2. To participate in the benefits programs, employees must work a minimum of 20 hours per week.

3. All welfare benefits will have the appropriate premium allocation between Company and the employee based on the following formula:
  - (i) Twenty (20) hours per week = one-half (1/2) time.
  - (ii) More than twenty (20) but less than thirty-one (31) hours per week = three-quarter (3/4) time.
  - (iii) Thirty-one (31) or more hours per week = full time.

#### 22.9 Joint Benefits Committee

- (a) A Joint Benefits Committee was established as of January 1, 1995, for the purpose of reviewing Medical, Benefit and Dependent Care costs, issues and trends and to make non-binding recommendations for improving savings and enhancing Medical, Benefit and Dependent Care Programs/Policies and to assist employees in dealing with Child/Elder Care issues. The Joint Benefits Committee meets at least quarterly unless mutually agreed to meet more often when necessary. Direct payroll costs for Bargaining Unit members are shared equally by Local #1245 and Company. Either party may cancel this agreement with 30 days notice. (Amended 6/11/03)
- (b) The Committee will consist of the Union Business Representative and three (3) Union members and the Representative of the General Manager and four (4) MPAT employees assigned by the General Manager. The Committee will be chartered to review health and welfare plans, and 457 plans during the term of the contract. (Amended 6/11/03) (Amended 7/1/09)

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

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

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

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

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

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

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

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

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

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

22.12 Military Leave (Added 6/11/01)

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

TITLE 23  
DEMOTION AND LAYOFF PROCEDURE

23.1

I. General Rules

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

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

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

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

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

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

## II. Notices

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

- (a) Company will give an employee who is to be demoted as much notice thereof as possible, but not less than three (3) days, advising them of the classification to which they are to be demoted and whether there are any jobs with respect to which they may exercise an election by filling a vacancy or by demoting another employee.
- (b) Not more than three (3) days after receiving the notice provided for in Subsection (a), the employee shall advise the Company of their decision with respect to exercising the election.

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

- (c) Within three (3) days after receipt of the list described in Subsection (b), the employee shall notify Company of their election to transfer and indicate the job locations in the order of their preference. Preferential consideration shall be given to employees in the order of their Company seniority. While Company shall endeavor to give effect to an employee's preference in the order they have indicated, Company seniority shall be the determining factor where two (2) or more employees express a preference for a single job classification or headquarters location. Company shall notify an employee as to the specific location to which they will be transferred and the effective date of the transfer.
- (d) An employee's failure to give the notices prescribed in Subsections (b) and (c) will operate to forfeit their right of election.
- (e) Any transfer resulting from the application of this Section shall be effective not later than fifteen (15) days from the giving of the notice provided for in Subsection (a).

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

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

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

- (c) If an employee cannot for any reason effect an election in accordance with (a) or (b) above, he shall demote into the general demotional pool.
- (d) All jobs below entry line, in Exhibit C, shall be considered as a general demotional pool for demotion purposes. All demotions to be by Company seniority. (Amended 6/11/01)

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

- (e) In all demotions and/or layoffs, the employees demoting into a job must be able and willing to perform the duties of the job with a minimum of further training. Company shall make the determination of minimum training needed in all such cases.
- (f) Journeymen who can demote apprentices shall retain Journeyman status and the junior apprentice(s) shall be demoted.

IV. Layoff

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

V. Notice of Layoff

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

VI. Accelerated Promotion

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

- (a) Bids made by employees who formerly worked in such job classification and headquarters; demoted from such classification from such headquarters. An employee's bid shall not be considered under this subsection if following their demotion or transfer they have not exercised each opportunity available to them to bid on a job in their former classification and headquarters;
- (b) Bids made by employees listed in Subsection (a) above who formerly worked in such job classification.  
In considering, under Subsection (a) or (b), bids received from two (2) or more employees on the same job, Company shall give preferential consideration to the bid made by the employee who has the greatest Company seniority.

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

VII. Enabler

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

TITLE 24  
TERM OF AGREEMENT

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

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

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

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



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

**July 1, 2023– June 30, 2027**

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

TRUCKEE MEADOWS WATER AUTHORITY

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 1245

\_\_\_\_\_  
John Zimmerman, General Manager

\_\_\_\_\_  
Bryce Twichell

\_\_\_\_\_  
Kristopher Dahir, Chair  
Truckee Meadows Water Authority Board of  
Directors

\_\_\_\_\_  
Joshua Brandenburg

\_\_\_\_\_  
Rick Pickworth

\_\_\_\_\_  
Brandyn Rada

\_\_\_\_\_  
Neil McIntyre

\_\_\_\_\_  
Mike Venturino, Business Representative

\_\_\_\_\_  
Dylan Gottfried, Senior Assistant Business Manager

**ATTACHMENT I**  
**EXHIBIT "A" (1)**  
(As Amended February 21, 2018)

WAGES

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

- **FY2024 (July 2023 – June 2024)**
  - Effective the first full pay period following July 1, 2023, employees shall receive a five percent (5.0%) increase.
  - Effective July/August 2023 (date to coincide with the PERS contribution increase), employees contributing under the NV PERS Employer Pay Contribution Plan shall receive a 1.875% increase.
  
- **FY2025 (July 2024 – June 2025)**
  - Effective the first full pay period following July 1, 2024, employees shall receive a three and one-half percent (3.5%) increase.
  
- **FY2026 (July 2025 – June 2026)**
  - Effective the first full pay period following July 1, 2025, employees shall receive a general wage increase of no less than two percent (2.0%) but not greater than three and one-half percent (3.5%) based on the Consumer Price Index (CPI) as determined by the Bureau of Labor Statistics. The specific CPI shall be CPI for All Urban Consumers (CPI-U): Selected Areas, all items index – West urban Size Class B/C (2.5 million or less) from comparing December to December of the previous year. The CPI is a non-seasonally adjusted, annual index and will be rounded to the nearest one-tenth decimal point (CPI Series ID: CUURN400SA0).
  - If there is an increase to the NV PERS contributions attributed to the employee due to the 2025 Nevada State Legislature session, effective July/August 2025 (date to coincide with the PERS contribution increase, if any), employees contributing under the NV PERS Employer Pay Contribution Plan shall receive an increase as an offset, not to exceed one percent (1.0%).
  
- **FY2027 (July 2026 – June 2027)**
  - Effective the first full pay period following July 1, 2026, employees shall receive a general wage increase of no less than two percent (2.0%) but not greater than three and one-half percent (3.5%) based on the Consumer Price Index (CPI) as determined by the Bureau of Labor Statistics. The specific CPI shall be CPI for All Urban Consumers (CPI-U): Selected Areas, all items index – West urban Size Class B/C (2.5 million or less) for comparing December to December of the previous year. The CPI is a non-seasonally adjusted, annual index and will be rounded to the nearest one-tenth decimal point (CPI Series ID: CUURN400SA0).



ATTACHMENT I EXHIBIT "A" (1) WAGE SCHEDULE (Amended 07/3/2023)

Job Class No.	Job Title/Classification	Wage Step	Wages as of 7/03/22	Wages upon ratification	Wages as of 7/03/23	Wages as of 7/17/23	Wages as of 7/17/23	Wages as of 7/01/24	Wages as of 7/14/25	Wages as of 8/2025	Wages as of 7/13/26
				Plus	Plus	Plus to offset PERS Increase	Decrease for PERS Increase*	Plus	Plus CPI Based <sup>1</sup> to 3.5%	Plus CPI 2% to 3.5%	Offset of up to 1% for PERS <sup>2</sup>
				1.00%	5.00%	1.875%	1.875%	3.50%	TBD	TBD	TBD
N/A	Welding Premium		\$2.57	\$2.60	\$2.73	\$2.78	\$2.73	\$2.83	TBD	TBD	TBD
N/A	Pager Premium		\$5.88	\$5.94	\$6.24	\$6.36	\$6.24	\$6.46	TBD	TBD	TBD
54040	Fitter Apprentice	Start	\$32.69	\$33.02	\$34.67	\$35.32	\$34.67	\$35.88	TBD	TBD	TBD
		6 Months	\$33.76	\$34.10	\$35.81	\$36.48	\$35.81	\$37.06	TBD	TBD	TBD
		1 Year	\$35.29	\$35.64	\$37.42	\$38.12	\$37.42	\$38.73	TBD	TBD	TBD
		18 Months	\$36.33	\$36.69	\$38.52	\$39.24	\$38.52	\$39.87	TBD	TBD	TBD
53045	Hydro/Generation Mechanic Apprentice	Start	\$35.09	\$35.44	\$37.21	\$37.91	\$37.21	\$38.51	TBD	TBD	TBD
		6 Months	\$35.95	\$36.31	\$38.13	\$38.84	\$38.13	\$39.46	TBD	TBD	TBD
		1 Year	\$37.70	\$38.08	\$39.98	\$40.73	\$39.98	\$41.38	TBD	TBD	TBD
		18 Months	\$38.58	\$38.97	\$40.92	\$41.69	\$40.92	\$42.35	TBD	TBD	TBD
		2 Years	\$40.33	\$40.73	\$42.77	\$43.57	\$42.77	\$44.27	TBD	TBD	TBD
	30 Months	\$42.09	\$42.51	\$44.64	\$45.48	\$44.64	\$46.20	TBD	TBD	TBD	
55010	Mechanic Maintenance/Control-WP Apprentice	Start	\$36.48	\$36.84	\$38.68	\$39.41	\$38.68	\$40.03	TBD	TBD	TBD
		6 Months	\$37.37	\$37.74	\$39.63	\$40.37	\$39.63	\$41.02	TBD	TBD	TBD
		1 Year	\$39.20	\$39.59	\$41.57	\$42.35	\$41.57	\$43.02	TBD	TBD	TBD
		18 Months	\$40.13	\$40.53	\$42.56	\$43.36	\$42.56	\$44.05	TBD	TBD	TBD
		2 Years	\$41.96	\$42.38	\$44.50	\$45.33	\$44.50	\$46.06	TBD	TBD	TBD
	30 Months	\$43.78	\$44.22	\$46.43	\$47.30	\$46.43	\$48.06	TBD	TBD	TBD	
53000	Hydro/Generation Operator Apprentice	Start	\$38.63	\$39.02	\$40.97	\$41.74	\$40.97	\$42.40	TBD	TBD	TBD
		6 Months	\$40.03	\$40.43	\$42.45	\$43.25	\$42.45	\$43.94	TBD	TBD	TBD
		1 Year	\$41.88	\$42.30	\$44.42	\$45.25	\$44.42	\$45.97	TBD	TBD	TBD
		18 Months	\$42.81	\$43.24	\$45.40	\$46.25	\$45.40	\$46.99	TBD	TBD	TBD
55070	Water Plant Operator Apprentice	Start	\$38.13	\$38.51	\$40.44	\$41.20	\$40.44	\$41.86	TBD	TBD	TBD
		6 Months	\$39.51	\$39.91	\$41.91	\$42.70	\$41.91	\$43.38	TBD	TBD	TBD
		1 Year	\$40.91	\$41.32	\$43.39	\$44.20	\$43.39	\$44.91	TBD	TBD	TBD
		18 Months	\$42.30	\$42.72	\$44.86	\$45.70	\$44.86	\$46.43	TBD	TBD	TBD
		2 Years	\$43.71	\$44.15	\$46.36	\$47.23	\$46.36	\$47.98	TBD	TBD	TBD
		30 Months	\$45.09	\$45.54	\$47.82	\$48.72	\$47.82	\$49.49	TBD	TBD	TBD
	36 Months	\$46.48	\$46.94	\$49.29	\$50.21	\$49.29	\$51.02	TBD	TBD	TBD	

55120	SCADA Technician Apprentice	Start	\$39.85	\$40.25	\$42.26	\$43.05	\$42.26	\$43.74	TBD	TBD	TBD
		6 Months	\$40.88	\$41.29	\$43.35	\$44.16	\$43.35	\$44.87	TBD	TBD	TBD
		1 Year	\$41.87	\$42.29	\$44.40	\$45.23	\$44.40	\$45.95	TBD	TBD	TBD
		18 Months	\$42.87	\$43.30	\$45.47	\$46.32	\$45.47	\$47.06	TBD	TBD	TBD
		2 Years	\$43.84	\$44.28	\$46.49	\$47.36	\$46.49	\$48.12	TBD	TBD	TBD
		30 Months	\$44.86	\$45.31	\$47.58	\$48.47	\$47.58	\$49.25	TBD	TBD	TBD
		3 Years	\$45.86	\$46.32	\$48.64	\$49.55	\$48.64	\$50.34	TBD	TBD	TBD
53040	Plant Electrician Apprentice	Start	\$36.84	\$37.21	\$39.07	\$39.80	\$39.07	\$40.44	TBD	TBD	TBD
		6 Months	\$37.73	\$38.11	\$40.02	\$40.77	\$40.02	\$41.42	TBD	TBD	TBD
		1 Year	\$39.58	\$39.98	\$41.98	\$42.77	\$41.98	\$43.45	TBD	TBD	TBD
		18 Months	\$40.51	\$40.92	\$42.97	\$43.78	\$42.97	\$44.47	TBD	TBD	TBD
		2 Years	\$42.35	\$42.77	\$44.91	\$45.75	\$44.91	\$46.48	TBD	TBD	TBD
		30 Months	\$44.20	\$44.64	\$46.87	\$47.75	\$46.87	\$48.51	TBD	TBD	TBD
		55045	Equipment Specialist Assistant	Start	\$37.44	\$37.81	\$39.70	\$40.44	\$39.70	\$41.09	TBD
6 Months	\$39.37			\$39.76	\$41.75	\$42.53	\$41.75	\$43.21	TBD	TBD	TBD
1 Year	\$41.30			\$41.71	\$43.80	\$44.62	\$43.80	\$45.33	TBD	TBD	TBD
18 Months	\$43.23			\$43.66	\$45.84	\$46.70	\$45.84	\$47.44	TBD	TBD	TBD
2 Years	\$45.17			\$45.62	\$47.90	\$48.80	\$47.90	\$49.58	TBD	TBD	TBD
51015	Facilities & Grounds Maintenance I	Start	\$27.05	\$27.32	\$28.69	\$29.23	\$28.69	\$29.69	TBD	TBD	TBD
		6 Months	\$29.18	\$29.47	\$30.94	\$31.52	\$30.94	\$32.02	TBD	TBD	TBD
51020	Facilities & Grounds Maintenance II	Start	\$31.30	\$31.61	\$33.19	\$33.81	\$33.19	\$34.35	TBD	TBD	TBD
		6 Months	\$33.99	\$34.33	\$36.05	\$36.73	\$36.05	\$37.31	TBD	TBD	TBD
51025	Facilities & Grounds Maintenance - Senior	Start	\$38.81	\$39.20	\$41.16	\$41.93	\$41.16	\$42.60	TBD	TBD	TBD
54010	Facilities Locator	Start	\$41.78	\$42.20	\$44.31	\$45.14	\$44.31	\$45.86	TBD	TBD	TBD
54045	Fitter	Start	\$39.41	\$39.80	\$41.79	\$42.57	\$41.79	\$43.25	TBD	TBD	TBD
54050	Fitter/Welder	Start	\$40.90	\$41.31	\$43.38	\$44.19	\$43.38	\$44.90	TBD	TBD	TBD
		Step 2	\$42.17	\$42.59	\$44.72	\$45.56	\$44.72	\$46.29	TBD	TBD	TBD
		Step 3	\$43.46	\$43.89	\$46.08	\$46.94	\$46.08	\$47.69	TBD	TBD	TBD
		Step 4	\$44.72	\$45.17	\$47.43	\$48.32	\$47.43	\$49.09	TBD	TBD	TBD
52030	Foreman/Forewoman, Customer Services Rep, Working	Start	\$38.39	\$38.77	\$40.71	\$41.47	\$40.71	\$42.13	TBD	TBD	TBD
53080	Foreman/Forewoman, General Customer Services Rep, Working	Start	\$42.21	\$42.63	\$44.76	\$45.60	\$44.76	\$46.33	TBD	TBD	TBD
6042	Foreman/Forewoman, General, Heavy, Water	Start	\$56.34	\$56.90	\$59.75	\$60.87	\$59.75	\$61.84	TBD	TBD	TBD
52040	Foreman/Forewoman, General, Hydro/Generation, Working	Start	\$59.72	\$60.32	\$63.34	\$64.53	\$63.34	\$65.56	TBD	TBD	TBD

6043	Foreman/Forewoman, General, Light, Water	Start	\$53.88	\$54.42	\$57.14	\$58.21	\$57.14	\$59.14	TBD	TBD	TBD
6016	Foreman/Forewoman, General, Mechanic, Hydro/Generation Working	Start	\$56.34	\$56.90	\$59.75	\$60.87	\$59.75	\$61.84	TBD	TBD	TBD
55060	Foreman/Forewoman, General, Mechanic, Maintenance and Control, Working	Start	\$58.59	\$59.18	\$62.14	\$63.31	\$62.14	\$64.31	TBD	TBD	TBD
55110	Foreman/Forewoman, General, Shift, Water Treatment, Working	Start	\$59.72	\$60.32	\$63.34	\$64.53	\$63.34	\$65.56	TBD	TBD	TBD
53070	Foreman/Forewoman, Hydro/Generation, Working	Start	\$54.26	\$54.80	\$57.54	\$58.62	\$57.54	\$59.55	TBD	TBD	TBD
54080	Foreman/Forewoman, Light, Working, Water	Start	\$48.95	\$49.44	\$51.91	\$52.88	\$51.91	\$53.73	TBD	TBD	TBD
55050	Foreman/Forewoman, Mechanic Maintenance/Control- WP	Start	\$53.25	\$53.78	\$56.47	\$57.53	\$56.47	\$58.45	TBD	TBD	TBD
55100	Foreman/Forewoman, Shift, Water Treatment, Working	Start	\$54.26	\$54.80	\$57.54	\$58.62	\$57.54	\$59.55	TBD	TBD	TBD
54090	Foreman/Forewoman, Working, Heavy, Water	Start	\$51.20	\$51.71	\$54.30	\$55.32	\$54.30	\$56.20	TBD	TBD	TBD
51000	Helper	Start	\$23.29	\$23.52	\$24.70	\$25.16	\$24.70	\$25.56	TBD	TBD	TBD
		6 Months	\$25.13	\$25.38	\$26.65	\$27.15	\$26.65	\$27.58	TBD	TBD	TBD
		1 Year	\$26.95	\$27.22	\$28.58	\$29.12	\$28.58	\$29.58	TBD	TBD	TBD
		18 Months	\$29.26	\$29.55	\$31.03	\$31.61	\$31.03	\$32.12	TBD	TBD	TBD
54070	Inspector	Start	\$49.32	\$49.81	\$52.30	\$53.28	\$52.30	\$54.13	TBD	TBD	TBD
		2 Year <sup>3</sup>	\$50.20	\$50.70	\$53.24	\$54.24	\$53.24	\$55.10	TBD	TBD	TBD
54075	Construction Inspector	Start	\$47.18	\$47.65	\$50.03	\$50.97	\$50.03	\$51.78	TBD	TBD	TBD
		1 Year	\$49.32	\$49.81	\$52.30	\$53.28	\$52.30	\$54.13	TBD	TBD	TBD
53050	Hydro/Generation Mechanic	Start	\$46.55	\$47.02	\$49.37	\$50.30	\$49.37	\$51.10	TBD	TBD	TBD
55020	Certified Maintenance & Control WP Mechanic	Start	\$43.85	\$44.29	\$46.50	\$47.37	\$46.50	\$48.13	TBD	TBD	TBD
		6 Months	\$45.21	\$45.66	\$47.94	\$48.84	\$47.94	\$49.62	TBD	TBD	TBD
55030	Specialist, Maintenance & Control WP Mechanic	Start	\$48.41	\$48.89	\$51.33	\$52.29	\$51.33	\$53.13	TBD	TBD	TBD
54020	Equipment Operator I	Start	\$34.32	\$34.66	\$36.39	\$37.07	\$36.39	\$37.66	TBD	TBD	TBD
		6 Months	\$36.01	\$36.37	\$38.19	\$38.91	\$38.19	\$39.53	TBD	TBD	TBD
54025	Equipment Operator II	Start	\$36.43	\$36.79	\$38.63	\$39.35	\$38.63	\$39.98	TBD	TBD	TBD
		1 Year	\$38.10	\$38.48	\$40.40	\$41.16	\$40.40	\$41.81	TBD	TBD	TBD
54030	Equipment Operator III	Start	\$39.41	\$39.80	\$41.79	\$42.57	\$41.79	\$43.25	TBD	TBD	TBD
54035	Equipment Operator Heavy	Start	\$40.68	\$41.09	\$43.14	\$43.95	\$43.14	\$44.65	TBD	TBD	TBD
		1 Year	\$41.47	\$41.88	\$43.97	\$44.79	\$43.97	\$45.51	TBD	TBD	TBD
53010	Hydro/Generation Operator	Start	\$46.55	\$47.02	\$49.37	\$50.30	\$49.37	\$51.10	TBD	TBD	TBD
TBD	Operator/Technician Power Generation	Start	\$50.99	\$51.50	\$54.08	\$55.09	\$54.08	\$55.97	TBD	TBD	TBD

		1 Year	\$52.10	\$52.62	\$55.25	\$56.29	\$55.25	\$57.18	TBD	TBD	TBD
8470	Water Plant Operator, Grade II, Treatment Only	Start	\$42.46	\$42.88	\$45.02	\$45.86	\$45.02	\$46.60	TBD	TBD	TBD
55080	Water Plant Operator, Grade II, Treatment & Distribution	Start	\$46.48	\$46.94	\$49.29	\$50.21	\$49.29	\$51.02	TBD	TBD	TBD
55090	Water Plant Operator, Grade III, Treatment & Distribution	Start	\$49.34	\$49.83	\$52.32	\$53.30	\$52.32	\$54.15	TBD	TBD	TBD
52000	Accounts Payable Representative	Start	\$26.12	\$26.38	\$27.70	\$28.22	\$27.70	\$28.67	TBD	TBD	TBD
		1 Year	\$28.64	\$28.93	\$30.38	\$30.95	\$30.38	\$31.44	TBD	TBD	TBD
		2 Years	\$31.09	\$31.40	\$32.97	\$33.59	\$32.97	\$34.12	TBD	TBD	TBD
52010	Customer Service Representative	Start	\$26.12	\$26.38	\$27.70	\$28.22	\$27.70	\$28.67	TBD	TBD	TBD
		6 Months	\$28.57	\$28.86	\$30.30	\$30.87	\$30.30	\$31.36	TBD	TBD	TBD
		1 Year	\$31.09	\$31.40	\$32.97	\$33.59	\$32.97	\$34.12	TBD	TBD	TBD
52020	Senior Customer Services Representative	Start	\$38.26	\$38.64	\$40.57	\$41.33	\$40.57	\$41.99	TBD	TBD	TBD
54000	Service Utility Worker	Start	\$32.20	\$32.52	\$34.15	\$34.79	\$34.15	\$35.35	TBD	TBD	TBD
		6 Months	\$33.14	\$33.47	\$35.14	\$35.80	\$35.14	\$36.37	TBD	TBD	TBD
		1 Year	\$35.11	\$35.46	\$37.23	\$37.93	\$37.23	\$38.53	TBD	TBD	TBD
54060	Water Service Technician	Start	\$42.85	\$43.28	\$45.44	\$46.29	\$45.44	\$47.03	TBD	TBD	TBD
55040	Water Treatment Equipment Specialist	Start	\$46.55	\$47.02	\$49.37	\$50.30	\$49.37	\$51.10	TBD	TBD	TBD
51035	Heating Ventilation and Air Conditioning (HVAC) Specialist	Start	\$40.90	\$41.31	\$43.38	\$44.19	\$43.38	\$44.90	TBD	TBD	TBD
		1 Year	\$42.17	\$42.59	\$44.72	\$45.56	\$44.72	\$46.29	TBD	TBD	TBD
		2 years	\$43.46	\$43.89	\$46.08	\$46.94	\$46.08	\$47.69	TBD	TBD	TBD
55000	Water Supply Specialist	Start	\$32.95	\$33.28	\$34.94	\$35.60	\$34.94	\$36.16	TBD	TBD	TBD
		6 Months	\$34.70	\$35.05	\$36.80	\$37.49	\$36.80	\$38.09	TBD	TBD	TBD
		1 Year	\$36.37	\$36.73	\$38.57	\$39.29	\$38.57	\$39.92	TBD	TBD	TBD
		Journey Step <sup>3</sup>	\$39.41	\$39.80	\$41.79	\$42.57	\$41.79	\$43.25	TBD	TBD	TBD
53020	Plant Electrical Technician	Start	\$49.85	\$50.35	\$52.87	\$53.86	\$52.87	\$54.72	TBD	TBD	TBD
53030	Power Generation Technician	Start	\$49.85	\$50.35	\$52.87	\$53.86	\$52.87	\$54.72	TBD	TBD	TBD
55130	SCADA Technician	Start	\$49.85	\$50.35	\$52.87	\$53.86	\$52.87	\$54.72	TBD	TBD	TBD
		6 Months	\$50.99	\$51.50	\$54.08	\$55.09	\$54.08	\$55.97	TBD	TBD	TBD
		1 Year	\$52.10	\$52.62	\$55.25	\$56.29	\$55.25	\$57.18	TBD	TBD	TBD

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

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

<sup>3</sup>Progression to Step is based on qualifications. Refer to Attachment II Exhibit "B" (1)

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

JOB CLASSIFICATIONS/DESCRIPTIONS AND QUALIFICATIONS

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

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

54040 FITTER APPRENTICE

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

53045 HYDROELECTRIC/ DIESEL GENERATION MECHANIC APPRENTICE

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

55010 MECHANIC MAINTENANCE/CONTROL WP APPRENTICE

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

53000 HYDRO/GENERATION OPERATOR APPRENTICE



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

55070 WATER PLANT OPERATOR APPRENTICE

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

55120 SCADA TECHNICIAN APPRENTICE

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

53040 PLANT ELECTRICIAN APPRENTICE

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

51015 FACILITIES AND GROUNDS MAINTENANCE I

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

51020 FACILITIES AND GROUNDS MAINTENANCE II

An employee who has at least 1 years' experience as a Facilities Grounds Maintenance I who is qualified to perform with limited supervision all work associated with grounds and building maintenance of all TMWA property as required. Including but not limited to, painting carpentry, fence repair, irrigation

systems, pruning and planting trees and shrubs, mowing and fertilizing lawns. Must have and maintain a Backflow Prevention Assembly General Tester Certification, and a restricted use Pesticide Applicators Certification with a Category "Ornamental and Turf Pest Control" and "Right-of-Way Pest Control" certifications. Will be required to do backflow testing on domestic supply plumbing as well as irrigation devices as required on TMWA facilities. Will be required to operate landscape maintenance equipment and vehicles such as a variety of power tools and motorized equipment such as small tractors, mowers, weed eaters, blowers, chain saws, power chipper etc. May be required to provide general direction to any classification assigned to them in performing the work as defined. Should have knowledge of TMWA's various sites and facilities. At any time a required certification lapses the incumbent will be demoted to the next lower classification after failure to recertify within 60 calendar days.

51025 SENIOR FACILITIES AND GROUNDS MAINTENANCE

An employee who has at least 3 years' experience as a Facilities Grounds Maintenance and possess the necessary knowledge skill and experience and under direction, plans, schedules, provides lead work while participating in the work of personnel engaged in the landscaping and maintenance of all TMWA facilities and grounds. This position will perform related duties as assigned and will also be responsible for the daily activities of contract/temporary/seasonal personnel engaged in grounds and facilities maintenance activities. Must be proficient in the use of computer programs and will be required to use a computerized maintenance management system to track and complete work orders, update scheduled maintenance activities, and keep facilities/work records current.

Must be able to interpret plans, specifications, and written instructions and coordinate/participate in all aspects of installation, repair and maintenance of landscaping, irrigation, vegetation and facilities improvements. Ensures all the above activities are carried out in a safe and efficient manner. Will also be required to operate a variety of power tools and motorized equipment such as small tractors, mowers, weed eaters, blowers, chain saws, power chipper, and will be required to train subordinate employees in their use. Must have and maintain a Backflow Prevention Assembly General Tester Certification, and a restricted use Pesticide Applicators Certification with a Category "Ornamental and Turf Pest Control", "Aquatic Pest Control" and "Right-of-Way Pest Control" certifications. Will possess at a minimum a current Nevada Class "B" Commercial Driver License. At any time that a certification/license lapses the incumbent will be demoted to the next lower classification after failure to recertify/license within 60 days. Award to this position is subject to Section 16.7 of the CBA.

54010 FACILITIES LOCATOR

An employee who is a Journeyman Fitter who has successfully completed a Nevada State Fitter or TMWA Fitter apprenticeship and is qualified by training and knowledge to locate Truckee Meadows Water Authority (TMWA) facilities. Responds to requests for information on underground utility locations; conducts field location inspections and clearly marks the utility in the area of the proposed excavation as described in the locate request. Documents and prioritizes utility locate requests and data including emergency requests. The employee shall have an advanced working knowledge of the entire distribution system as well as a firm grasp of inspection procedures and policies. Must have the knowledge and experience in the application of pipe and cable locators and GPS equipment to locate facilities including water lines, communication lines and electrical lines. Must be able to read and interpret cards, maps and as-built drawings that are utilized as reference material to locate facilities. Identifies errors on maps and provides detailed map corrections to the G.I.S department to accurately capture the location of the facilities. Must be able to work with computers to interface with a mobile dispatch and work order management systems. Must be familiar with the Underground Services Alert (USA) locate system and pertinent State regulations in regards to underground utility locating requirements. May be required to investigate, document and file reports/claims on 3<sup>rd</sup> 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 or TMWA Fitter apprenticeship. Must maintain State of Nevada Grade II Water Distribution certification or equivalent. Employee must certify by completing and passing the most current edition of the API 1104 Multiple Qualifications Test.

- Must have successfully completed a Fitter Apprenticeship.
- Bidding process shall be based on the existing lines of progression in the Collective Bargaining Agreement (CBA).
- The employee is required to complete and pass a semester of each of the following courses, Welding I, Welding Practice I, Welding II and Welding Practice II through TMCC or “qualified equivalent courses”. It is required that the courses Welding I and Welding I Practice be taken concurrently and the courses Welding II and Welding II Practice be taken concurrently. Any courses presented as a substitution under “qualified equivalent courses” shall be agreed upon by the Company and the Union.
- All courses must have prior approval. Upon successful completion of a course, reimbursement shall be through TMWA’s Tuition Reimbursement program.
- Courses shall be attended outside of regularly scheduled work hours. If the course is not available after regularly scheduled work hours, the employee shall be required to obtain additional approval from the Company prior to registering for the course. Time spent in courses is not subject to compensation.
- The employee must immediately enroll in the first required course upon being awarded the position of fitter/welder and attend the first course offered and the sequential courses the following semester. The employee must be able to be certified within 18 months unless an extension of time is agreed upon by the Company and the Union.
- Upon successful completion of the required courses, the employee must certify by completing and passing the most current edition of the **API 1104 Multiple Qualifications Test**. Testing of the welded pipe will be administered by a qualified third party testing facility. The welds to be tested will be performed in the presence of a certified welder and or an qualified welding inspector, who will verify that all welding procedures were followed and will certify in writing the name of the person that performed the welds, weld date, time, location, rod, machine settings and procedure used. This information will then accompany the welded pipe to the certified testing facility. The employee must use 12.75” outside diameter or larger pipe and a minimum of ¼” wall thickness for testing.
- If the employee is not successful in completing 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 outlined in Attachment 1 Exhibit "A" (1) .
  1. Step I: This is the entry level for the position.
  2. Step II: Upon successful completion of the Welding I and Welding I Practice courses.
  3. Step III: Upon successful completion of the Welding II and Welding II Practice courses.
  4. Step IV: Is the top-level wages for the Fitter/Welder position. This shall be obtained upon successful completion of the API 1104 Test and Welding certification.
- If an employee has successfully completed any of the required courses prior to entering the position, they will be entitled to the pay that is relative to the course level completed. All courses or qualifications that may be considered as equivalent shall be agreed upon by the Company and the Union prior to entering the position.
- On the job training should consist of 16 to 32 hours per month. The training should consist of practice welding of all types needed to succeed with the API 1104 Multiple Test and actual field welding when possible. The Company shall make a reasonable effort to allow time to do so. This is not a requirement and is intended as a guideline.

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

52030 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 and responsible for the operation of all Hydroelectric Plants, related conveyances and infrastructure as well as all Stand-by Diesel Generators. The Foreman/Forewoman will provide daily direction and or assignments to personnel assigned to Hydroelectric or Standby Diesel Generation positions. Will work in conjunction with the Production staff in coordinating any maintenance or operations affecting the Highland Canal and Orr Ditch Pump/Hydro Facility operations. Will be required to measure and record water flows. May assist in the operations and maintenance of reservoir control structures. The Foreman/Forewoman must possess the knowledge and skills through experience and training to direct and train the Hydroelectric / Diesel Generation Operator(s) or Apprentice Operator(s), the Hydroelectric / Diesel Generation Mechanic and/or related apprentice(s), as well as the Certified Diesel Power Generation Technician(s). The Foreman/Forewoman shall be responsible for controlling the Lumberyard inventory and access as well as determining the lumber and hardware needed for flume repairs and rebuilds and may be required to provide construction management and inspection. The employee shall be responsible for keeping proper records of plant operations, reoccurring scheduled plant component testing and inspection records as well as maintenance and outage records. Additionally, the Foreman/Forewoman is responsible for assuring all Hydroelectric Plant and Standby Diesel Generation maintenance is documented in the Maintenance Management Program. The Foreman/Forewoman will be responsible for tracking his/her daily time on the job as well as tracking and reviewing the daily work time of personnel under their supervision. Additionally, will also be responsible for preparing proper notes and keeping records as well as other clerical work associated with their job and crew. Personnel working in this position are required to maintain a commitment to acquiring training and education to keep current with emerging technologies. The employee shall be thoroughly familiar with clearance rules, electrical and mechanical Lockout-Tagout and safety rules. In the absence of management, the employee is authorized to issue and grant all power company clearances.

55060 FOREMAN/WOMAN, MECHANIC, MAINTENANCE & CONTROL WP MECHANIC, WORKING

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

55100 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.

54090 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 or TMWA Fitter apprenticeship. Must have demonstrated satisfactory performance as a light Foreman/woman for at least one (1) year or have equivalent experience before consideration will be given for promotion to this classification. Crew size will not be limited in number or skilled classifications under direction by this classification. Must be skilled in the crafts in which they work and possess sufficient knowledge of all tools and equipment which they may have occasion to use or to be used under their direction and guidance. They must be able to interpret plans, sketches, specifications, and written instructions. Must be thoroughly familiar with the work procedures and methods for the area of responsibility assigned. Must possess sufficient familiarity with symbols and dimensions as related to plans. Will be required to keep time for themselves, as well as the crew under their supervision and prepare proper notes and records, as well as other clerical work associated with their job and crew. Must be capable of writing with clarity in a neat and legible fashion. A Heavy Working Foreman/woman must maintain a State of Nevada Grade III Water Distribution certification or equivalent.

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

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

54075 CONSTRUCTION INSPECTOR

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

53050 HYDROELECTRIC / DIESEL GENERATION MECHANIC

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

55020 CERTIFIED MAINTENANCE & CONTROLWP MECHANIC

An employee who has completed a Maintenance and Control Mechanic apprenticeship or equivalent and is qualified to install, maintain, test and repair various types of mechanical equipment within the Water Production Department, including, but not limited to, production wells, booster pump stations, pressure regulator stations as well as the water treatment facilities. Must have an understanding of the electrical systems related to the mechanical equipment. Must have a thorough understanding of hydraulic controls, and their principles, and will be required to install, test, and service these controls in order to obtain an efficient operation. Must have a working knowledge of the SCADA system and will be required to access data relative to the operation of the various pumping systems and pressure zones. Will also input set points related to the hydraulic controls and their automatic functions and may at times be asked to aid the plant operators in the operation of these systems/zones. Must be able to work from various service and repair manuals and be capable of solving technical problems where resources may be limited. Will be required to perform other related tasks such as incidental

welding and rigging and will keep accurate and legible records of the operation and maintenance of the equipment for which the employee is responsible. Must be thoroughly familiar with the Company tagging procedure and safety rules. Must maintain a current Nevada Grade II Water Distribution Certificate and a current driver's license. The employee will be reclassified to Specialist, Maintenance & Control WP Mechanic, upon completion of two years in this classification, and attaining chemical handling system training and Nevada Grade III Water Distribution Certification.

55030 SPECIALIST, MAINTENANCE & CONTROL WP MECHANIC

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

54020 EQUIPMENT OPERATOR I

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

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

54025 EQUIPMENT OPERATOR II

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

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

54030 EQUIPMENT OPERATOR III

An employee who has progressed through the Equipment Operator II classification, or has equivalent experience and is qualified by training and operating experience to perform special construction work using rubber tired equipment such as loaders, and combination backhoe-loaders with rated capacities exceeding 1 \_ cubic yard for loader buckets and \_ cubic yard for backhoe buckets, boom trucks, forklifts, excavators equivalent in size to Cat Model 308 or less etc. (type of equipment may vary by



department). May be required to complete job related clerical work and assist in training. Is additionally qualified by training and experience to perform a variety of department specific Journeyman level tasks. Refer to the Equipment Operator Progression Guidelines.

54035 EQUIPMENT OPERATOR HEAVY

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

53010 HYDROELECTRIC / DIESEL GENERATION OPERATOR

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

8470 WATER PLANT OPERATOR, GRADE II, TREATMENT ONLY

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

55080 WATER PLANT OPERATOR, GRADE II, TREATMENT & DISTRIBUTION

An employee who has completed an apprenticeship and/or equivalent level of training or appropriate certification and is responsible for the production of safe and clean drinking water in compliance with all Federal, State, and Local regulations and restrictions, under general supervision of the Working

Foreman/woman. Will also be responsible for the operation of pumps and valves to regulate the flow of water through canals and treatment plants and will coordinate the rate of flow with demand, storage and other operating needs; operates the overall distribution system through the companies SCADA system, and using the SCADA system to start, stop, and take out of service for work, whatever part of the distribution system is required for the efficient delivery of water to customers; will take appropriate action to help resolve customer complaints when necessary; performs such record keeping functions as log of plant operations, test results, maintenance work performed, unusual operating conditions and special reports as required; takes samples of water at Regular intervals and makes such control tests required to ensure the efficient production of a safe product for public consumption; performs tests and adjusts chemical feed equipment to ensure optimal performance of treatment plant process; will make limited repairs and adjustments, for which training has been provided; receives supplies delivered during their/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 WATER PLANT OPERATOR, GRADE III, TREATMENT & DISTRIBUTION

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

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

52000 ACCOUNTS PAYABLE REPRESENTATIVE

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

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

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

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

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

52010 CUSTOMER SERVICES REPRESENTATIVE

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

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

52020 SENIOR CUSTOMER SERVICES REPRESENTATIVE

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

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 has successfully completed a Nevada State Fitter or TMWA Fitter apprenticeship. Their background of apprentice training and experience must be such as to qualify them to perform these duties with skill and efficiency. Must be able to learn the application of pipe locator equipment, determine leak locations in regard to Company or customer side of curb cock and investigate water customer complaints. Will be required to set and remove water meters and remote readers. Will be required to check for and investigate tampered or damaged water meters, remote readers, and remote

cables as well as repair or replace remote cables. May be required to assist in the field with the testing of water meters. May be required to change recording instrument charts at various locations. Will be required to make water cutouts and water cut-ins. Servicemen will test, adjust and repair all classes (sizes) of water meters. Must be familiar with water fittings and system pressures. Must maintain a State of Nevada Grade II Water Distribution certification and must maintain a Backflow Prevention Assembly General Tester certification. Successful bidder will have 90 days to obtain a Backflow Prevention Assembly General Tester certification.

55045 WATER TREATMENT EQUIPMENT SPECIALIST ASSISTANT

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

55040 WATER TREATMENT EQUIPMENT SPECIALIST

An employee who is responsible for the operation and routine maintenance of water treatment equipment, machinery and instrumentation including flow meters. Will be required to conduct water treatment tests including determination of coagulant and purification dosage. Must be able to modify existing water treatment systems when needed and be capable of recognizing the need for making these changes and make recommendations. Will be required to make preliminary analysis of usage and costs of chemical and chemical equipment. Must be able to make estimates for plant operations improvements and changes. Will be required to keep accurate records of plant operations and maintenance, chemical usage, purchases and other special reports as required. Will be responsible for maintaining proper stock of water treatment chemicals for all plants. Must maintain a Grade II Distribution, Grade III Water Treatment and Backflow Specialist Certifications. Will be required to attain Backflow Certifications within one year of award. Must maintain state of Nevada Grade II Distribution and Grade III Water Treatment certifications. Within one year of award, will be required to attain and maintain a Backflow Assembly Tester Certification, and 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 WATER SUPPLY SPECIALIST

An employee who, with minimum supervision, is responsible for the inspection, minor maintenance of any and all water supply and distribution facilities owned and/or operated by TMWA. Must be able to observe and recognize normal and abnormal operating characteristics of pumps, motors, regulators, and similar equipment and see that correct operating pressures are being maintained on water systems. Will be required to reset tripped motor starters, variable frequency drives, etc. Will be required to keep pump stations, well facilities, pressure regulating stations, and other facilities clean and orderly.

Must be able to work in vaults and other small underground facilities and comply with all safety requirements. Must be able to take water samples and perform simple water quality tests on both raw water and finished water. Will be required to change charts, clean and fill inking pens, lubricate pumps, and perform work of similar nature. Must be able to complete daily log of sites visited and report irregularities that need correction to supervisor. Must have knowledge of basic personal computer programs (Word, email, CMMS) and the ability to use a PC on a daily basis. May be required to assist other Operations and Maintenance staff if needed. Must maintain a State of Nevada Grade II Water Distribution certification within 12 months of entering the position. May be required to pass a written and/or performance test that will demonstrate competency of the qualifications listed above. Must maintain a valid driver's license. Placement at the Step 4 wage requires four (4) years'X experience of journey-level work in TMWA's distribution system as a SCADA Technician or Maintenance Mechanic.

51035 HEATING VENTILATION AIR CONDITIONING (HVAC) SPECIALIST

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

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

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

TBD HYDRO GENERATION / POWER GENERATION TECHNICIAN

A shift employee of Journeyman status for hydroelectric generation who also holds a certification as a Diesel Generator Technician and has met all training requirements as noted below as part of this job description. Personnel in this position shall be capable of performing day to day operations at all hydroelectric plants and related conveyances as well as operations and maintenance of all facility diesel powered generator installations. While in this position, personnel will perform all duties associated with the operation and maintenance of unattended hydroelectric plants and substations as well as operations, inspections and maintenance of water diversion dams, head gates, canals, flumes,

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

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

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

#### 53020 PLANT, ELECTRICAL TECHNICIAN

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 SCADA TECHNICIAN

An employee who has completed an apprenticeship in the electrical field and can demonstrate experience in the instrumentation area or who has completed an apprenticeship in the instrumentation field and can demonstrate experience in the electrical area. Must have experience and aptitude in all areas of computer logic; controls, interfacing and system integration. Equivalent training and

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



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

DELETED JOB CLASSIFICATIONS

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

1. (Deleted 6/11/01)
2. (Deleted 6/11/01)
3. 6295 Foreman/woman, Shift, Working, Water Treatment becomes 6297 Foreman/woman, Shift, Water Treatment, Working
4. (Deleted 6/11/01)
5. 7683 Apprentice, Mechanic, Maintenance becomes Apprentice, Mechanic, Maintenance & Control, WP
6. 8150 Operator, Water Treatment becomes Specialist, Equipment, Water Treatment
7. 7626 Serviceman II, Water and Serviceman III, Water becomes Water Service Technician
8. 6280 Foreman/woman, Working, Heavy Water II and Foreman/woman, Working, Heavy Water III becomes Foreman/woman, Working, Heavy Water
9. 6395 Foreman/woman, Working, Light Water II and Foreman/woman, Working, Light Water III becomes Foreman/woman, Working, Light Water
10. 9240 Helper – Facilities & Grounds Maintenance becomes Facilities & Grounds Maintenance I & II (per LOA)(7/1/12)

The following classifications shall be deleted:

1. 7120 Technician, Well Production
2. 7140 Technician, Communications, G/W
3. 7355 Technician, Systems, Peaking/Hydro
4. 8778 Operator, Equipment, Assistant
5. 8840 Operator, Water Plant, Assistant
6. Wage Steps for Foreman/woman, Light Working Water and Foreman/woman, Light Working Water II
7. Wage Steps for Foreman/woman, Heavy Working Water and Foreman/woman, Heavy Working Water II
8. 8850 Operator, Hydro/Generation, Assistant (7/1/12)
9. 7692 Apprentice, Fitter/Welder (7/1/12)
- 6071 Foreman/woman, Maintenance, Hydro/Generation, Working

ATTACHMENT III

LETTERS OF UNDERSTANDING

1. (Deleted 6/11/01)
2. (Deleted 6/11/01)
3. (Deleted 6/11/01)
4. (Deleted 1/1/98)
5. (Deleted 1/1/98)
6. (Deleted 6/11/01)
7. (Deleted 6/11/01)
8. (Deleted 7/1/12)
9. (Deleted 1/1/95)
10. (Deleted 6/11/01)
11. (Deleted 6/11/01)
12. (Deleted 6/11/01)
13. (Deleted 6/11/01)
14. (Deleted 6/11/01)
15. EQUIPMENT OPERATOR PROGRESSION GUIDELINES (Amended 6/11/01)

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

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

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

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

16. The terms and conditions of that certain Letter of Agreement dated April 15, 2014 and Letter of Agreement dated June 10, 2014 (attached hereto) are incorporated as if fully set forth herein.
17. TMWA will endeavor to implement a Water Treatment Equipment Specialist Apprenticeship.

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

LINES OF PROGRESSION FOR BIDDING AND DEMOTIONAL  
PURPOSES BY OCCUPATIONAL GROUPS

DEFINITION OF OCCUPATIONAL GROUPS

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

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

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

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

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

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

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

1. (Deleted 1/1/95)
2. (Deleted 1/1/98)
3. (Deleted 1/1/95)
4. (Deleted 6/11/01)
- 4a. (Deleted 6/11/01)
5. (Deleted 1/1/95)
6. (Deleted 1/1/95)
7. (Deleted 1/1/95)
8. (Deleted 6/11/01)
9. (Deleted 7/1/23)
10. (Deleted 6/11/01)
11. (Deleted 6/11/01)
12. (Deleted 6/11/01)
13. (Deleted 5/1/81)
14. (Deleted 5/1/68)
15. (Deleted 5/1/68)

16. (Deleted 07/01/2017)
17. (Deleted 1/1/95)
18. (Deleted 5/1/71)
19. (Deleted 5/1/71)
20. (Deleted 5/1/74)
21. (Deleted 6/11/01)
22. (Deleted 1/1/95)
23. (Deleted 6/11/01)
24. (Deleted 6/11/01)
25. (Deleted 1/1/95)
26. (Deleted 6/11/01)
27. (Deleted 1/1/95)
28. (Deleted 6/11/01)
29. (Deleted 6/11/01)
30. Clerical Bidding Notes (Moved from Attachment III - Letters of Understanding #1, effective 1/1/98)
  - A. Generally speaking, Clerical employees will be hired at the minimum of the range. In exceptional cases, experience elsewhere will be counted in determining the starting rate. In no case will experience elsewhere be given more weight in determining the starting rate than if it had been with the Company.
  - B. When a Clerical employee is in a wage progression and is promoted from one (1) job classification to another, their rate of pay shall be the starting rate for new classification or their present rate, whichever is higher. In the case of an employee who bids laterally to a job classification with the same wage progression, or an employee who bids downward to a job classification with a lower wage progression, their rate of pay shall be the starting rate for such classification, except that allowance shall be made by the Company for previous experience in the new classification. When a Clerical employee bids from one (1) Department, District or Sub-District to another in the same classification, their rate of pay shall remain the same.
  - C. (Deleted 5/1/91)
  - D. (Deleted 07/01/2018)
  - E. (Deleted 1/1/95)
31. The lines of progression for bidding in and out of the Equipment Specialist (8150) position shall be set forth in the figure titled Attachment IV, exhibit C - Lines of Progression. However, no Bargaining Unit employee will be able to bid to a position if he or she has not satisfactorily completed the approved apprenticeship program required for that position, or previously held that position. (Added 6/12/06)

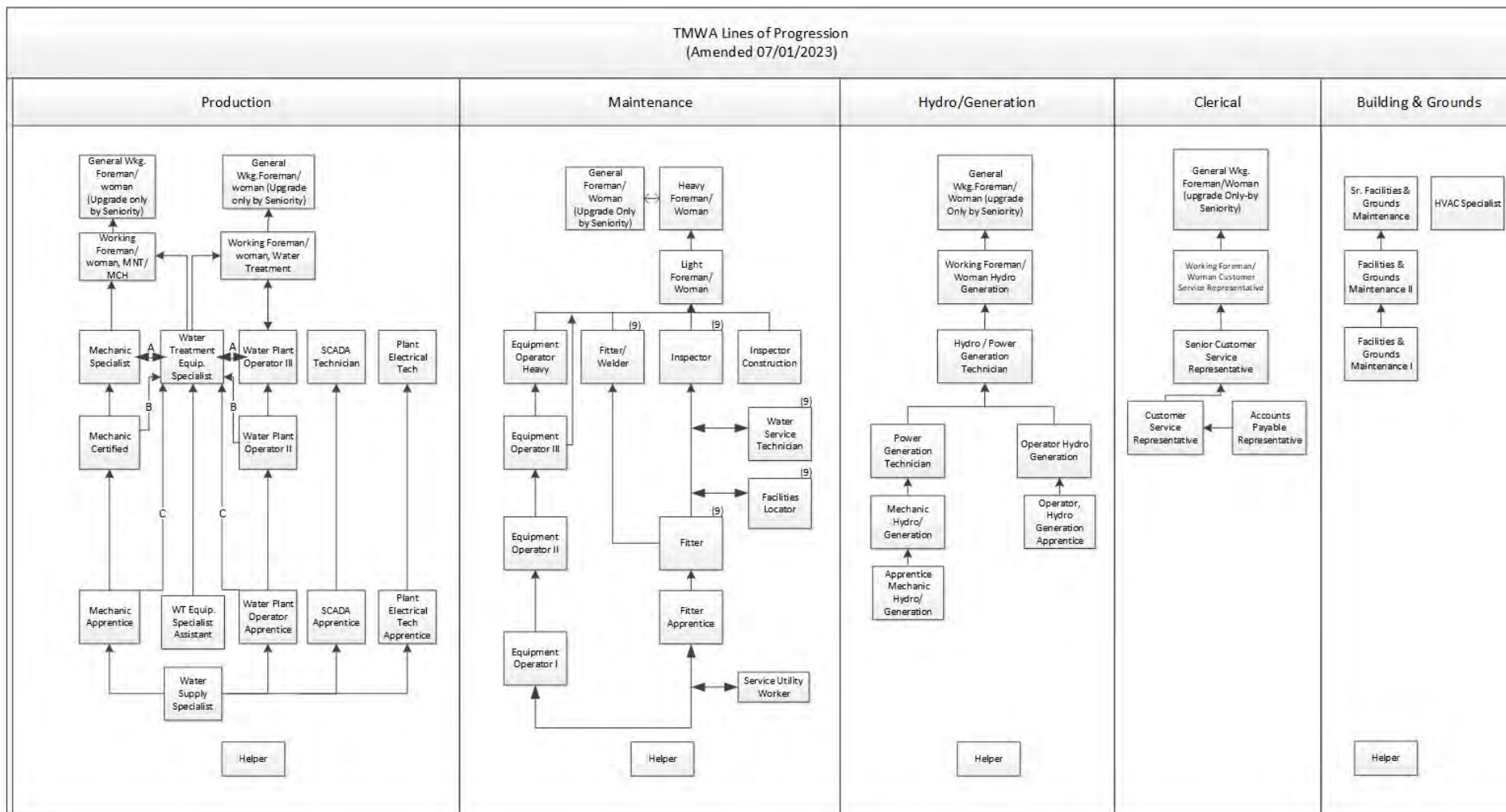
"E" BIDDERS  
51000 – Helper

ATTACHMENT V  
"EXHIBIT D"

BARGAINING UNIT  
MEDICAL/DENTAL/VISION OPTIONS COMPARISON

(Deleted 07/01/2018)

**ATTACHMENT IV**  
**EXHIBIT "C" (1) – Lines of Progression Diagram**  
**(Amended 7/1/2023)**



Entry

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

A. PURPOSE

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

B. NOTIFICATION OF WORK ASSIGNMENT

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

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

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

C. MANNING OUT-OF-TOWN WORK ASSIGNMENTS

1. VOLUNTARY:

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

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

2. NON-VOLUNTARY:

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

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

If an employee volunteers for an out-of-town assignment, they should be considered as doing so on their own accord, and will still be required to take their turn at non-voluntary assignments based on Section C (2)(a).

If an employee is unable to work their out-of-town assignment when selected due to illness, personal hardship, or any other reason of a temporary nature, they shall be replaced on the list as the first to go when their problems are resolved.

Any new employee reporting to a work location will be placed on the Headquarters' Out-Of-Town Assignment List and will be assigned out-of-town work when their turn arrives based on Section C (2)(a).

Employees should be kept informed where they stand on the Out-Of-Town Assignment List, as this will give them additional time to plan in advance for out-of-town assignments.

**D. PERSONAL HARDSHIP**

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

**E. OTHER CONSIDERATIONS**

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



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

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

A. DEFINITION - TEMPORARY ASSEMBLY SITES

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

B. CONDITIONS FOR IMPLEMENTING

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

C. STAFFING TEMPORARY ASSEMBLY SITES

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

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

4. The assigned foreman/woman, along with the supervisor and others involved in the project, will participate in planning and scheduling for the project.
5. Transportation will be provided as necessary for personnel and their tools to and from the temporary assembly site on the first and last days of the project.
6. Safe storage for employee's tools will be provided.
7. Employee's paychecks, messages, Company mail, notifications of CDL drug tests, etc., will be made available in a timely manner.

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

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

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

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

A. Conditions Applicable to Company

1. The Company will provide an appropriate radio-equipped vehicle for the employees who are responding from home directly to the jobsite. (Amended 4/5/05)
2. The Company will provide a pager or hand-held radio/telephone to improve the employee's mobility and communication.
3. Normal work hours will prevail during employee's regular workdays.
4. Availability schedule may be any day during a work week that may include the weekend, during holidays and such other times when adequate emergency coverage is not available (Amended 7/1/23)
5. The Company shall provide an option for either (1) availability premium to employee of:  
    \$4.70/hour, effective 1/5/09  
    Note: The availability premium will be adjusted each January 1, beginning January 1, 1996. The adjustment will be made by a percentage equal to the general wage increase. (Added 1/1/95)

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

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

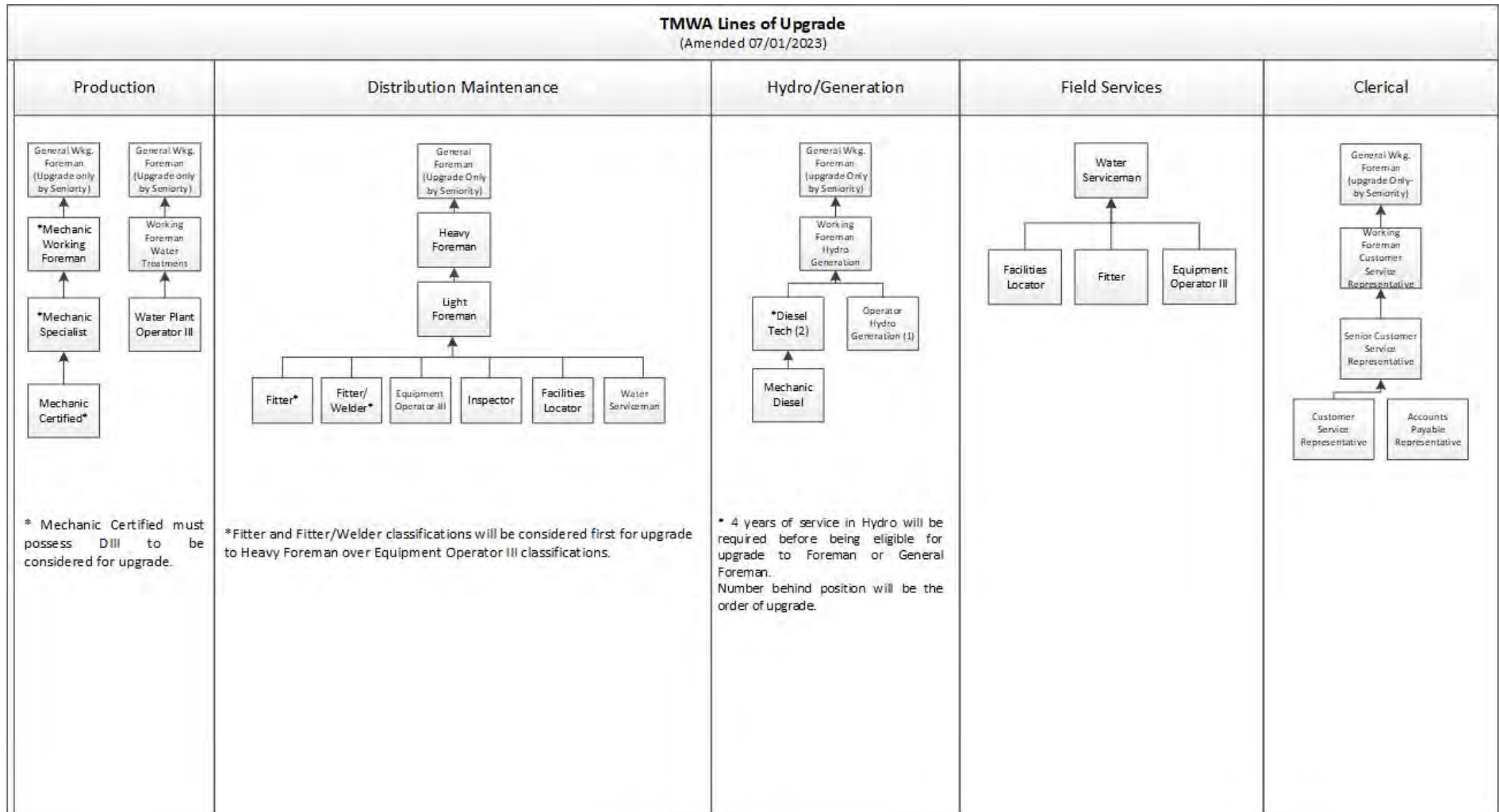
6. The Company shall compensate the employee at the applicable overtime rate as provided in Title 10 of the Agreement for any hours worked outside normally scheduled hours during the availability period plus the availability premium for all hours available.
7. The maximum limit of in lieu accrual hours on pager duty is 240 hours. Any hours accrued in the calendar year above 240 hours shall be cashed out by the first payroll period the following calendar year. (Amended 7/1/23)

B. Conditions Applicable to Employee

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

2. Employee must be in physical condition to perform assigned duties when emergency situations arise.
  3. The employee must respond to a page within ten (10) minutes of the notification and report within a reasonable time thereafter.
  4. Substitutions of coverage may be arranged only with the approval of the Supervisor in charge, and the substitute employee must be qualified to perform the assigned duties.
  5. The employee on emergency response will have first opportunity to fill the emergency response call-out. If a substitute employee is required, accumulated overtime will prevail. (Amended 4/5/05)
- C. (Deleted 1/1/95)
- D. If, in the event there is no duty employee, a departmental procedure to administer the Emergency Response Program must be established in writing and agreed to by the Company and Union. (Added 1/1/98)

**ATTACHMENT XI**  
**TMWA LINES OF UPGRADE**  
 (Amended 7/1/2023)



**Truckee Meadows Water Authority**  
**Fiscal Impact**  
**IBEW Agreement 7/1/2023 – 6/30/2027**

**NRS 288.153** states that 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.

**Total fiscal impact**

- minimum scenario: \$12.4 million (2.0% CPI adjustments in FYs 2026 and 2027)
- maximum scenario: \$13.6 million (3.5% CPI adjustments in FYs 2026 and 2027)

<b>Minimum scenario (2% CPI in '26/'27)</b>					
<b>Category</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>Total</b>
General Wage Increase (GWI)	773,846	1,260,407	1,555,142	1,850,528	5,439,923
Overtime, Meals, Upgrades - GWI	288,329	428,100	554,061	639,661	1,910,151
PERS - GWI	348,247	516,996	669,022	772,335	2,306,600
PERS - Contribution Rate Increases	252,292	263,176	416,653	425,873	1,357,994
Deferred Compensation/Life/LTD - GWI	78,136	116,014	150,144	173,338	517,632
Medicare Tax - GWI	18,883	28,037	36,285	41,890	125,095
Deferred Comp, Life, LTD, WC - GWI	9,991	14,827	19,177	22,134	66,129
Certificate Allowance	141,000	141,000	141,000	141,000	564,000
Boot Allowance	35,250	35,250	35,250	35,250	141,000
<b>Total</b>	<b>1,945,974</b>	<b>2,803,807</b>	<b>3,576,734</b>	<b>4,102,009</b>	<b>12,428,524</b>

<b>Maximum scenario (3.5% CPI in '26/'27)</b>					
<b>Category</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>Total</b>
General Wage Increase (GWI)	773,846	1,260,407	1,769,507	2,291,965	6,095,725
Overtime, Meals, Upgrades - GWI	288,329	428,100	616,014	767,246	2,099,689
PERS - GWI	348,247	516,996	743,835	926,387	2,535,465
PERS - Contribution Rate Increases	252,292	263,176	422,781	438,490	1,376,739
Deferred Compensation/Life/LTD - GWI	78,136	116,014	166,934	207,914	568,998
Medicare Tax - GWI	18,883	28,037	40,342	50,246	137,508
Deferred Comp, Life, LTD, WC - GWI	9,991	14,827	21,318	26,542	72,678
Certificate Allowance	141,000	141,000	141,000	141,000	564,000
Boot Allowance	35,250	35,250	35,250	35,250	141,000
<b>Total</b>	<b>1,945,974</b>	<b>2,803,807</b>	<b>3,956,981</b>	<b>4,885,040</b>	<b>13,591,802</b>

**Assumptions**

- Overtime, meals and upgrades are based on historical actuals
- One percent increase to PERS contribution rate in FY 2026 (assumes no other changes to PERS contribution rate)
- Maximum deferred compensation match of 6%
- One hundred percent qualification for the Certificate Allowance
- Fully staffed per budget



## STAFF REPORT

**TO:** TMWA Board of Directors  
**THRU:** John Zimmerman, General Manager  
**FROM:** Matt Bowman, Chief Financial Officer/Treasurer  
Danny Rotter, Director of Engineering  
**DATE:** May 10, 2023  
**SUBJECT:** **Discussion, and action on request for adoption of Resolution No. 316: A resolution to adopt the final budget for the Fiscal Year ending June 30, 2024 and the 2024-2028 Five-Year Capital Improvement Plan**

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### **Recommendation**

Staff recommends the TMWA Board approve the proposed Final Budget for the fiscal year ending June 30, 2024 and direct staff to file the adopted Final Budget and related 2024-2028 Capital Improvement Plan (CIP) with the State of Nevada Department of Taxation as required by statute.

### **Summary**

TMWA has prepared the proposed Final Budget and CIP for consideration and approval by the TMWA Board. The Tentative Budget and CIP were approved by the Board at the March 15, 2023 Board meeting. The proposed Final Budget and CIP contain certain insignificant changes which are described below.

### **Discussion**

A comparison of the proposed Final Budget to the original approved Tentative Budget is accompanying this report in *Attachments A and B*.

Changes to the operating budget include the following –

- Increase to hydroelectric revenue of \$510 thousand due to the expected full operation of all turbines across the three facilities.
- Reduction of services and supplies expenses of \$87 thousand due to various changes in expected costs.
- Reduction of capital spend in FY 2024 of \$2.7m due to changes in the CIP.

Changes to the CIP include an overall increase over five years of \$3.2m and include the following –

- Idlewild Booster Pump Station improvements, increase of \$2.5m due to an updated cost estimate.
- Chalk Bluff filter underdrains increased by \$1.4m due to an updated cost estimate.
- Various other changes resulting in a net decrease of \$0.7m.

The proposed Final Budget estimates a year-end Debt Service Coverage ratio of 1.36x which is less than the Board goal of 1.50x. As discussed in depth during the March 2023 Board meeting, this is primarily due to rising costs resulting from ongoing inflation. Staff is optimistic that assumptions used in the budget may prove to be conservative and that price decreases will be realized in FY 2024, resulting in a higher DSC ratio.

Additionally, staff is developing a long-term rate plan which considers rising costs. This will be brought to the Board during fiscal year 2024.

**Recommended Motion**

Move to approve the Final Budget for the fiscal year ending June 30, 2024, and Capital Improvement Plan for fiscal years 2024 through 2028, with the acknowledgement that the estimated Debt Service Coverage ratio will be less than the Board's financial goal of 1.50x for FY 2024 due to increased operating costs because of inflation.



**TRUCKEE MEADOWS WATER AUTHORITY**  
**(TMWA)**

**RESOLUTION NO. 316**

A RESOLUTION ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR ENDING  
JUNE 30, 2024 AND  
THE 2024-2028 CAPITAL IMPROVEMENT PLAN FOR THE  
TRUCKEE MEADOWS WATER AUTHORITY AFTER PUBLIC HEARING

WHEREAS, pursuant to NRS 354.596, TMWA is required to hold a public hearing on its tentative budget to allow interested persons to be heard; and

WHEREAS, pursuant to NRS 354.596, TMWA scheduled and held a public hearing on the tentative budget and Capital Improvement Plan as prescribed on May 18, 2023, the third Thursday in May; and

WHEREAS, the tentative budget and Capital Improvement Plan have been presented to the interested public and the Board; and

WHEREAS, the Board has considered and approved the revisions to the tentative budget and Capital Improvement Plan and has heard and considered comments from the public.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Truckee Meadows Water Authority to adopt the tentative budget as the final budget for the fiscal year ending June 30, 2024 and adopt the 2024-2028 Capital Improvement Plan and to direct staff to submit the final budget and Capital Improvement Plan to the State of Nevada Department of Taxation.

Upon motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing Resolution was passed and adopted on May 18, 2023 by the following vote of the Board:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Abstain: \_\_\_\_\_ Absent: \_\_\_\_\_

Approved: May 18, 2023

\_\_\_\_\_  
Kristopher Dahir, Vice Chairman

## TRUCKEE MEADOWS WATER AUTHORITY

### Statements of Cash Flows

Final Budget

	Final Budget FY 2024	Tent. Budget FY 2024	Variance \$	Variance %
<b>OPERATING ACTIVITIES</b>				
Cash Received From Customers	\$ 123,331,125	\$ 122,821,020	\$ 510,105	0%
Cash Paid to Employees	(45,520,183)	(45,520,183)	-	0%
Cash Paid to Suppliers	(44,029,570)	(44,116,855)	87,285	0%
Net Cash From Operating Activities	33,781,372	33,183,982	597,390	2%
<b>CAPITAL AND RELATED FINANCING ACTIVITIES</b>				
Acquisition & Construction of Capital Assets	(69,634,000)	(72,346,000)	2,712,000	-4%
Interest Paid on Financing	(15,149,934)	(15,149,934)	-	0%
Principal Paid on Financing	(17,200,578)	(17,200,578)	-	0%
Grants	3,002,600	3,002,600	-	0%
Contributions for Water Resource Sustainability Program	1,128,328	1,128,328	-	0%
Contributions From Developers-Will-Serve Letters	5,214,000	5,214,000	-	0%
Contributions from Developers - Other	8,905,657	8,905,657	-	0%
Contributions from Developers - Facility Charges	7,946,883	7,946,883	-	0%
Contributions from Others	-	-	-	0%
Contributions from Other Governments	14,100,000	14,100,000	-	0%
Net Cash Used For Capital & Relating Financing Activities	(61,687,044)	(64,399,044)	2,712,000	-4%
<b>INVESTING ACTIVITIES</b>				
Interest Received	4,870,030	4,870,030	-	0%
Net Cash From Investing Activities	4,870,030	4,870,030	-	0%
<b>NET CHANGE IN CASH AND CASH EQUIVALENTS</b>	(23,035,642)	(26,345,032)	3,309,390	-13%
<b>CASH AND CASH EQUIVALENTS, BEGINNING PERIOD</b>	216,227,461	216,227,461	-	0%
<b>CASH AND CASH EQUIVALENTS, END OF PERIOD</b>	\$ 193,191,819	\$ 189,882,429	\$ 3,309,390	2%

**TRUCKEE MEADOWS WATER AUTHORITY**  
**Comparative Statements of Revenues, Expenses and Changes in Net Position**  
**Final Budget**

	Final Budget FY 2024	Tent. Budget FY 2024	Variance \$	Variance %
<b>OPERATING REVENUES</b>				
Charges for Water Sales	\$ 116,653,419	\$ 116,653,419	\$ -	0%
Hydroelectric Sales	3,355,681	2,845,576	510,105	18%
Other Operating Sales	3,322,025	3,322,025	-	0%
Total Operating Revenues	123,331,125	122,821,020	510,105	18%
<b>OPERATING EXPENSES</b>				
Salaries and Wages	31,654,292	31,654,292	-	0%
Employee Benefits	13,865,891	13,865,891	-	0%
Services and Supplies	44,029,570	44,116,855	(87,285)	0%
Total Operating Expenses Before Depreciation	89,549,753	89,637,038	(87,285)	0%
Depreciation	35,460,610	35,460,610	-	0%
Total Operating Expenses	125,010,363	125,097,648	(87,285)	0%
<b>OPERATING INCOME</b>	(1,679,238)	(2,276,628)	597,390	-26%
<b>NONOPERATING REVENUES (EXPENSES)</b>				
Investment Earnings	4,870,030	4,870,030	-	0%
Loss on Disposal of Assets	(1,643,000)	(1,643,000)	-	0%
Interest Expense	(11,028,721)	(11,028,721)	-	0%
Total Nonoperating Revenues (Expenses)	(7,801,691)	(7,801,691)	-	0%
Gain (Loss) Before Capital Contributions	(9,480,929)	(10,078,319)	597,390	-6%
<b>CAPITAL CONTRIBUTIONS</b>				
Grants	2,687,700	2,687,700	-	0%
Water Resource Sustainability Program	1,128,328	1,128,328	-	0%
Developer Infrastructure Contributions	15,344,792	15,344,792	-	0%
Developer Will-serve Contributions (Net of Refunds)	5,214,000	5,214,000	-	0%
Developer Capital Contributions - Other	8,905,657	8,905,657	-	0%
Developer Facility Charges (Net of Refunds)	7,946,883	7,946,883	-	0%
Contributions from Others	-	-	-	#DIV/0!
Contributions from Other Governments	14,100,000	14,100,000	-	0%
Net Capital Contributions	55,327,360	55,327,360	-	0%
<b>CHANGE IN NET POSITION</b>	45,846,430	45,249,040	597,390	1%
<b>NET POSITION, BEGINNING PERIOD</b>	893,764,180	848,515,140		
<b>NET POSITION, END OF PERIOD</b>	\$ 939,610,611	\$ 893,764,180		



**Photo:** Traveling Screen 1 Rebuild, Chalk Bluff Water Treatment Plant

**Photo By:** Jackie Heidelberger, Maintenance Supervisor

## **Five Year Capital Improvement Plan**

**Fiscal Year 2024-2028**

Truckee Meadows Water Authority is a not-for-profit, community-owned water utility, overseen by elected officials and citizens from Reno, Sparks and Washoe County

# Truckee Meadows Water Authority FY 2024 - 2028 Capital Improvement Plan

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## INTRODUCTION

The Truckee Meadows Water Authority's (TMWA's) Five-Year Capital Improvement Plan 2024-2028 (CIP), describes all infrastructure construction and major capital outlays that will take place between July 1, 2023 and June 30, 2028. Guidance for identifying and scheduling projects in the CIP is provided by TMWA's 2015-2035 Water Facility Plan (WFP) and the 2020-2040 Water Resource Plan (WRP).

TMWA is a joint powers authority formed in November 2000, pursuant to a Cooperative Agreement (as amended and restated as of February 3, 2010, the "Cooperative Agreement") among the City of Reno, Nevada ("Reno"), the City of Sparks, Nevada ("Sparks") and Washoe County, Nevada (the "County"). The Authority owns and operates a water system (the "Water System") and develops, manages and maintains supplies of water for the benefit of the Truckee Meadows communities. On January 1, 2015, TMWA, the Washoe County Water Utility (WCWU) and South Truckee Meadows General Improvement District (STMGID) consolidated to create a regional water system under TMWA. TMWA has a total of 171 square miles of service area, which includes the cities of Reno and Sparks and other surrounding populated areas of the County (except certain areas in the vicinity of Lake Tahoe and other small areas bordering California). TMWA has no authority to provide water service outside of its service area; however, may provide service in the future to developments that are annexed into its service area.

The CIP incorporates a comprehensive compilation of water system improvements for TMWA. A major feature of the CIP is the construction of several projects that will expand the conjunctive use of the region's water resources. The philosophy behind conjunctive use of local water resources is to maximize the use of surface water while preserving the integrity of groundwater resources which are drawn upon during periods of persistently dry weather. Another aspect of the CIP is to expand the Aquifer Storage and Recovery Program (ASR Program) which is the recharge of groundwater basins with treated surface water, and explore the possibilities related to Advanced Purified Water (APW). In addition, this CIP includes several major projects to extend full conjunctive use water service to the Verdi area, made possible by approved development and cost effective oversizing. The estimated costs of the new backbone water facilities is \$20.0 million and is being borne largely by regional developments in the area.

The CIP constitutes an essential component in TMWA's system of planning, monitoring and managing the activities of purveying water and generating hydroelectric power. The CIP is incorporated into a broader, constantly-updated Five-Year Funding Plan ("Funding Plan") for a comparable period. This Funding Plan will determine adequate levels and sources of funding for projects contained in the CIP.

The 2023-2027 Funding Plan indicates a nominal funding gap in each year, however, due to adequate treasury and ongoing revenues from various sources, TMWA can fund the CIP.

**Water Conservation** TMWA is a steward of the region's water resources and promotes the efficient use of water in drought and non-drought years. Due to TMWA's ongoing conservation programs, among other factors, municipal residential per capita demand has decreased by 30% since the early 2000s, helping to offset total water use as TMWA's customer base has grown by approximately 30%. Capital spending represents a key aspect of TMWA's conservation program. Projects such as meter replacements, conjunctive use and recently the Advanced Purified Water Facility at American Flat represent projects which help to ensure TMWA has the appropriate infrastructure in place to allow for efficient water use. Specifically, projects included in the CIP having significant conservation impacts are as follows: Advanced Purified Water Facility at American Flat (\$112.0 million), Automated Meter Infrastructure (\$13.3 million), Well Head TTHM Mitigation (\$1.0 million), STMGID Conjunctive Use Facilities (Arrowcreek BPS) (\$0.4 million), and Lazy 5 Pump Station (\$2.7 million).

The CIP includes total spending of \$445.6 million with approximately 56.3% or \$250.9 million dedicated to upgrades or replacement of existing infrastructure, and approximately 38.5% or \$171.5 million allocated to construction of new water system capacity projects, conjunctive use construction projects, retrofit of remaining unmetered services, and potential opportunistic acquisition of water rights. Of the total projected spending over the next five years 4.9% or \$21.8 million is considered contingency spending which is dependent on certain events occurring to trigger spending. The \$445.6 million in projected spending is grouped into broad categories of improvements and spending outlays. These categories are described below with detailed project descriptions to be found in the Project Description Section.

**Raw Water Supply Improvements** contains 26.6% or approximately \$118.3 million of total spending in the CIP. Comprising nearly all of the spending in this category is the construction of an Advanced Purified Water (APW) Facility at American Flat which will be built as a follow up to the OneWater NV advanced purified water feasibility study, and will be a joint effort with other agencies. Through an interlocal agreement, TMWA has partnered with City of Reno who will reimburse TMWA for 70% of the construction costs. There will be immediate benefit to City of Reno resulting from increased capacity at the Reno Stead Water Reclamation Facility. Other projects in this category include improvements to the Highland Canal/Siphon raw water conveyance infrastructure, upstream storage improvements for Donner Lakes where TMWA stores Privately-Owned Stored Water (POSW) and expenses associated with the storage and implementation of the Truckee River Operating Agreement (TROA).

**Ground Water Supply Improvements** contains 4.9% or approximately \$22.0 million of total spending in the CIP. These projects focus on preserving existing well capacities, drilling and equipping of new wells and at times complete replacement of existing wells.

**Treatment Plant Improvements** contains 15.3% or approximately \$68.2 million of total spending in the CIP. The Orr Ditch pump station/Hydro Facility project will increase redundancy and reliability by enhancing the Truckee River source of supply to the Chalk Bluff Water Treatment Plant and directly offset power costs. Other spending in this category targets fix and finish projects with the primary focus on the Chalk Bluff and Glendale Surface Water Treatment

Plants located on the Truckee River. Other improvements include installation of a new disinfection process at two wells historically treated by the Longley Lane ground water treatment plant and a complete upgrade of the Supervisory Control and Data Acquisition (SCADA) system which provides centralized automated system control and data storage for the distribution system and treatment plants.

***Distribution System Pressure Improvements*** contains 12.9% or approximately \$57.4 million of total spending. This spending primarily includes pump and pressure regulating station rebuilds and new construction, correction of pressure or fire flow deficiencies, as well as reconstruction of pressure regulating valves.

***Water Main Distribution & Service Line Improvements*** contains 15.2% or approximately \$67.6 million of total spending in the CIP. These improvements include replacement of aged water mains reaching end of service life, installation of new mains for new and expanded service, water main oversizing and extensions, off-river supply improvements, and conjunctive use projects to extend surface water supplies to the areas that rely heavily on year round groundwater pumping. This last set of projects furthers the conjunctive use philosophy of water resource management and includes the Boomtown water system improvements.

***Potable Water Storage Improvements*** contains 11.5% or approximately \$51.3 million of total spending in the CIP. These projects are comprised mainly of new treated water storage tank to increase system redundancy and reliability (Sun Valley #2 Tank and Caughlin 2 Tanks) and construction to serve new and expanded service (STMGID Tank East Zone 11 Tank), some replacement of existing treated water tank capacity as well as systematic recoating of treated water tank interiors and exteriors to extend service life of these facilities.

***Hydroelectric Improvements*** contains 4.0% or approximately \$17.7 million of total spending in the CIP. These improvement center on the three run-of-river hydroelectric facilities currently owned by TMWA. Efforts on these facilities focus primarily on flume, forebay, diversion and canal improvements as well as equipment upgrades.

***Customer Service Outlays*** contains 3.5% or approximately \$15.7 million of total spending in the CIP. The majority of spending in this category is for Automated Meter Infrastructure (AMI) meter replacements, providing more accurate and real time usage information which can be leveraged for billing, conservation and cost efficiencies. Also, in this category is a spending provision for new business meters which is funded by development.

***Administrative Outlays*** contains 3.4% or approximately \$15.0 million of total spending in the CIP. These outlays are primarily for the purchase of heavy and light vehicles, excavation equipment and fleet upgrades. Other spending in this category are for asphalt rehabilitation and replacement at various locations. Also, in this category is spending for security improvements such as fencing, intrusion detection, security cameras, lighting.

*Special Programs Funded by Development* include outlays for opportunistic water rights purchases. They are separated from a presentation standpoint because in the case of water right acquisitions, spending is currently driven by pricing opportunity. This comprises 2.8% or approximately \$12.5 million of total spending in the CIP.



**Photo:** Chalk Bluff Clearwell

**Photo By:** Kes Vitkus, Senior Design Engineer

## **DEFINITIONS**

### **Capital Improvement Program Definitions**

The Five-Year CIP is a planning and budgeting tool, which provides information about TMWA's infrastructure needs for a five-year time frame. Each year, the list of projects is reviewed for cost and priority. New projects may be added and other projects delayed or deleted entirely. Since most projects are mandatory or necessary, deletion of a project would be rare with the exception of contingency spending. However, capital spending plans must remain flexible, and it is often necessary to take revisions to the approved fiscal year's CIP back to the TMWA Board for approval. If construction or outlays can be deferred, TMWA will defer spending in order to preserve cash reserves, regardless whether or not there are difficult economic times. These decisions are made on a case by case basis.

Generally, capital improvements/outlays are defined as physical assets, constructed or purchased, that have a useful life greater than one year and a cost of \$5,000 or more.

### **Definition of Capital Outlays**

"Capital Outlays," which are in TMWA's capital budget, include construction projects that improve the life of current TMWA infrastructure or are new additions to TMWA infrastructure. Other outlays include computer equipment and software, vehicles, and heavy equipment which are generally found in the Administrative category of projects. Outlays for meter installations and related infrastructure and equipment are generally included in the Customer Service category.

## **PRIORITIZATION OF PROJECTS/OUTLAYS**

TMWA may not have sufficient funding to meet all its capital needs each year or may divert funding to meet unexpected capital improvements. If such conditions arise, projects are prioritized based on the effect each project has on TMWA's ability to meet customer demand and maintain water system reliability. TMWA's Five-Year Funding Plan is used to analyze total spending, identify various funding alternatives, and determine whether or not water rate adjustments will be required.

The priority categories represent a relative degree of need for any particular project and are described below.

- \* **PRIORITY 1 MANDATORY:** These are considered absolutely required, and are the highest priority of all capital projects. Mandatory projects include those in final design or already under construction, or those required by legislation or regulation for protection of public health and safety. These projects are generally found in the first fiscal year of the CIP. Based on current water demands and infrastructure conditions, if the project is not completed, there is risk of eventually being unable to reliably provide water service to its existing customers and/or new and expanded service, or incur extended outages.
  
- \* **PRIORITY 2 NECESSARY:** A project that is important for providing water service to customers, yet timing of construction or spending outlay is not as critical as a mandatory project. These projects are required and are generally found in the last four years of the CIP. External factors such as the pace of new development or the condition of existing infrastructure may delay or accelerate the timing of project construction.
  
- \* **PRIORITY 3 CONTINGENCY:** These projects or capital outlays are not immediately critical to the operation of the water system. Expenditures in this category generally require a business case study or specific criteria to be met before spending can occur. If such criteria are not met, then spending may or may not be justified. Also, some projects can be deferred if spending is required in an area of higher priority. Even though these projects and outlays are in the CIP, the likelihood that spending will occur may be remote and is based upon future conditions that are difficult to predict.

## **FUNDING OF CAPITAL SPENDING**

### **Funding Sources**

The CIP will rely on various funding sources to pay for capital projects/capital outlays. TMWA relies heavily on revenues generated from water sales, hydroelectric, and other operating sales to fund the majority of projects. Developer contributions have historically been an important funding source for certain construction projects for new and expanded water system capacity. Investment income is also available to augment other revenue sources but is minor in relation to other funding sources. Funding from developer contributions can vary year to year and dependent on the local economy and pace of new construction in TMWA's service territory. For this reason, TMWA does not rely on these fees to fund operations or fund annual principal and interest payments on TMWA's outstanding debt. TMWA may rely on the issuance of debt to fund large levels of capital spending in a particular period. Although, historically, TMWA has funded certain capital projects through the issuance of debt, there is no plan to issue debt to fund any portion of this CIP.

### **Developer Contributions**

TMWA looks to the development community for developer contributions in the form of system development charges or direct reimbursements to fund capital expenditures related to new or expanded water service, including pump station construction or expansions and feeder main extension projects. In June 2003, the TMWA Board adopted facility charges to pay for new treatment/supply capacity projects and new storage capacity projects. TMWA began collecting these facility charges in January 2004. Under TMWA's Rule 5 these proceeds are used to support new capacity construction. Rule 7 governs the purchase of water rights and reimbursement by developers for issuance of will-serve commitments for water service. However, because of the timing of certain growth driven capital projects, additional financial resources may be called upon as needed. The most recent update to the water system facility charges, which updated area fees, supply and treatment fees, as well as storage unit costs was approved by the TMWA Board in August, 2019 with an effective date of January, 2022. These fees are subject to periodic review for funding adequacy.

### **Financing Background**

Revenue bond issuance has been an integral part of funding construction spending. TMWA has historically taken advantage of lower rate, subordinated debt financing obtained through the Drinking Water State Revolving Loan Fund (DWSRF) and a tax-exempt commercial paper program (TECP) due to lower cost of capital and repayment subordination features of these funding vehicles. Federal and State Grants and loan forgiveness programs have also been identified in the past to fund projects. In the event customer water sales and developer funding is not sufficient to cover immediate infrastructure needs, TMWA maintains the ability to access the credit market and issue debt. However, TMWA has no intent to issue debt to fund any portion of



this CIP. TMWA has been able to reduce debt by over \$86.5 million, and 19% during the last 5 years, and currently has no plan to increase debt to fund projects in this plan.

### **Rule 5 and Rule 7 Fees**

These fees are collected from the development community. Rule 5 fees are paid by developers to TMWA for the construction of new water feeder mains, new treatment/supply capacity, new storage capacity, and for new or rebuilt pump stations to meet demand resulting from new and expanded service. Rule 7 Fees are derived from will-serve sales to development. TMWA historically purchased water rights on the open market and reserves these rights for will-serve letters to be sold to development. TMWA also recovers the applicable administrative and financing costs with the sale of each will-serve. The title to water rights are retained by and dedicated to TMWA. TMWA has sufficient inventory of water rights to meet the demands for new and expanded service for the foreseeable future.

### **Water Meter Retrofit Fees**

Pursuant to Resolution 272 passed by the Board of Directors on January 16, 2019, the Water Meter Retrofit Fee was replaced by the Water Resource Sustainability Fee. The remaining balance of \$5.7 million will be allocated entirely to the Automated Meter Infrastructure project.

### **Water Resource Sustainability Fund Fees**

Resolution 272, passed by the Board of Directors on January 16, 2019, broadened the purpose of the Water Meter Retrofit Fee to support projects such as expanded conjunctive use, aquifer storage and recovery, demonstration and validation of advanced purified water treatment processes, future water resource identification and acquisition, and other projects that enhance water resource sustainability and drought resiliency. The fee has been reduced from \$1,830 to \$1,600 for each acre-foot of demand when will-serve commitments based on surface water right dedications are issued for new or expanded service.

### **Capital Contributions from Other Governments**

TMWA is a water wholesaler to the Sun Valley General Improvement District (SVGID). From time to time, new infrastructure must be constructed to service this retail water-service provider. There are no expectations of any need for reimbursement from this source in the CIP although historically SVGID has made contributions to TMWA.

### **Reserves from the Water Utility Consolidation**

TMWA, the WCWU and STMGID consolidated on January 1, 2015. As a result of the consolidation, the respective treasuries of the WCWU and STMGID were transferred to TMWA. The WCWU treasury that was transferred to TMWA amounted to approximately \$43.4 million while the STMGID treasury transferred to TMWA was approximately \$15.7 million of which zero remains. These cash and investment reserves will continue to be used to make necessary improvements in the former water utility service areas including conjunctive use enhancements.

### **Other Resources**

One method of generating additional funds for capital improvements is to increase existing fees/charges or to add new fees/charges. However, future increases are expected to be nominal if TMWA is able to meet revenue requirements and maintain bond coverage ratios that will suffice to maintain strong investment-grade credit ratings. TMWA has obtained many benefits of Aa2 from Moodys, AA+ from S&P, and AAA from Fitch. The Board approved a five-year customer water rate plan in early 2017 which included a water rate increase of 3.0% in May of 2017 and 2018. TMWA Board deferred the 2.5% rate increases scheduled for 2019 through 2021 to 2020 through 2022, effectively delaying the rate increase plan by one year. Due to the pandemic, the Board again deferred the 2.5% water rate increases scheduled for 2020 through 2022 to 2021 through 2023. Water rate increases are essential for TMWA to maintain sound credit ratings and to preserve access to opportunities in the capital markets.

**FISCAL YEAR 2024 CAPITAL SPENDING-THE CAPITAL BUDGET**

TMWA expects to spend \$103.7 million in fiscal year 2024, the first year of the FY 2024-2028 CIP. Of this total, \$61.6 million will be funded by customer rates for water system rehabilitation, hydroelectric improvements, pressure system improvements, water main distribution service line improvements, and administrative and customer service outlays. Another \$33.5 million will be funded by developer fees for water system expansion, limited opportunistic acquisition of water rights. The water meter retrofit fund will pay for \$2.0 million for meter replacements, and the sustainability fund will pay for \$1.6 million in projects. Insurance settlements will pay for \$5.0 million in hydroelectric improvements.

**SUMMARY OF PROJECTS FOR THE FISCAL YEAR 2024 BUDGET**

TMWA has established the following projects for the capital budget in fiscal year 2024 (Amounts presented in thousands of dollars):

<b>Summary of Projects for FY 2024</b>	<b>Amount</b>
<b>Raw Water Supply Improvements</b>	
Highland Canal-Upgrades-Downstream	225
Highland Canal-Upgrades-Diversion to Chalk Bluff	500
TROA Drought Storage / Implementation	100
Advanced Purified Water Facility at American Flat	20,000
Washoe Lake System Improvements	150
<b>Total Raw Water Supply</b>	<b>20,975</b>
<b>Ground Water Supply Improvements</b>	
Well Rehabilitation Improvements	200
Double Diamond #5 and Equipping	450
Well Fix & Finish	350
Brush Well Replacement and Spring Creek 8	342
Callamont Well North Equipping	60
Spring Creek Well #10 - Donovan	1,000
Fish Springs Ranch TDS Monitoring Wells	250
Spring Creek Well 9 (Spring Creek 4 Replacement)	1,700
Spring Creek Wells pH Adjustment	650
<b>Total Ground Water Supply</b>	<b>5,002</b>
<b>Treatment Plant Improvements</b>	
Chalk Bluff Treatment Plant Improvements	365
Chalk Bluff Sedimentation Rehab	620
Chalk Bluff Clearwell 1 Rehab	854
Glendale Treatment Plant Improvements	1,000

Truckee Meadows Water Authority FY 2024 - 2028 Capital Improvement Plan

<b>Summary of Projects for FY 2024 (continued)</b>	<b>Amount</b>
Mt Rose Treatment Plant Efficiency Improvements	492
Chalk Bluff Filter Underdrains	1,400
Glendale Filter Underdrains	500
Chalk Bluff Lighting Upgrade	350
Glendale Treatment Plant Flocculator Rehab	590
Glendale Office Expansion	300
Orr Ditch Pump Station Rehab and Hydro Facility	19,800
Truckee Canyon Water Treatment Improvements	100
Lightning W Treatment Improvements	20
SCADA Rehab / Plant Operating Software	1,000
Longley Water Treatment Plant Retrofit	250
Spanish Springs Nitrate Treatment Facility	2,100
Chalk Bluff Electrical System Upgrades	150
<b>Total Treatment Plant</b>	<b>29,891</b>
<b>Pressure Improvements</b>	
Pressure Regulators Rehabilitation	1,200
Land Acquisitions	150
Desert Fox Standby Generator	150
Longley Booster Pump Station / Double R Capacity Increase	250
Pump Station Oversizing	100
Pump Station Rebuilds, Rehabilitations	150
Standby Generator Improvements	50
Idlewild Booster Pump Station Improvements	800
Lazy 5 Low Head Pump Station & Mains	1,900
7th Street High & Low BPS Replacement	3,650
Verdi 1 BPS	2,500
Santerra Quilici 1 BPS	450
Santerra Quilici 2 BPS	30
STMGID Conjunctive Use Facilities - Arrowcreek BPS	400
STMGID Conjunctive Use Facilities - Whites Creek Ln	1,000
Tappan 2 PRS	250
<b>Total Pressure Improvements</b>	<b>13,030</b>
<b>Water Main-Distribution-Service Line Improvements</b>	
Street & Highway Main Replacements	1,000
Golden Parkway Main & Check Valve Tie	180
McCarran/Greenbrae SS Relocations	400
Boise Drive Main Replacement	20
Holcomb Ave Main Replacements	20

Truckee Meadows Water Authority FY 2024 - 2028 Capital Improvement Plan

Summary of Projects for FY 2024 (continued)	Amount
Oddie-Sullivan Crossing	150
1st and Arlington Main Replacement	87
2150 Victorian Ave Service Relocation	100
1st and Sierra St. Main Replacement	250
Yori & E. University Main Replacement	2,500
Kate Smith Area Main Replacment-6"	1,900
Kate Smith Sparks Feeder Main-36"	1,500
CDBG Phase 2 and 3 Main Replacement	700
Thomas Jefferson Area Main Replacements	150
Thomas Jefferson - Sharon 24" Main Replacement	150
N. Virginia Street 6" Main Retirement	100
5th, 6th & 7th St. Water Main Replacements	20
Wright Way, E St, 5th, 6th & 7th Replacements	20
Oddie Wells Main Replacement	20
Spring Creek South Zone Conversion	200
Booth, Sharon Way, Monroe 24" Main Replacements	2,000
Trademark 14" Main Tie	470
Mount Rose 5 Distribution / Pressure Improvements	750
Goldenrod Main	100
Boomtown Water System Improvements	500
South Truckee Meadows Capacity Improvements	800
<b>Total Water Main-Distribution-Service Line</b>	<b>14,087</b>
<b>Potable Water Storage Improvements</b>	
Storage Tank Recoats; Access; Drainage Improvements	6,000
Boomtown System Improvements Ph 4 - Boomtown Tank	445
US 40 Tank & Feeder Main	2,150
Spanish Springs Altitude Valves (SC6 & DS3)	300
Hidden Valley Tank Altitude Valve	350
Lemmon Valley Tank #1 Replacement and Patrician PRS	1,850
Hidden Valley Tank #4 Outage Improvements	250
<b>Total Potable Water Storage</b>	<b>11,345</b>
<b>Hydroelectric Improvements</b>	
Forebay, Diversion, and Canal Improvements	100
Verdi Penstock Repairs	200
Washoe Plant_Turbine Rebuild and Rebuild/Replacement Unit 1	200
Washoe Plant_Turbine Rebuild and Rebuild/Replacement Unit 2	200
<b>Total Hydroelectric</b>	<b>700</b>

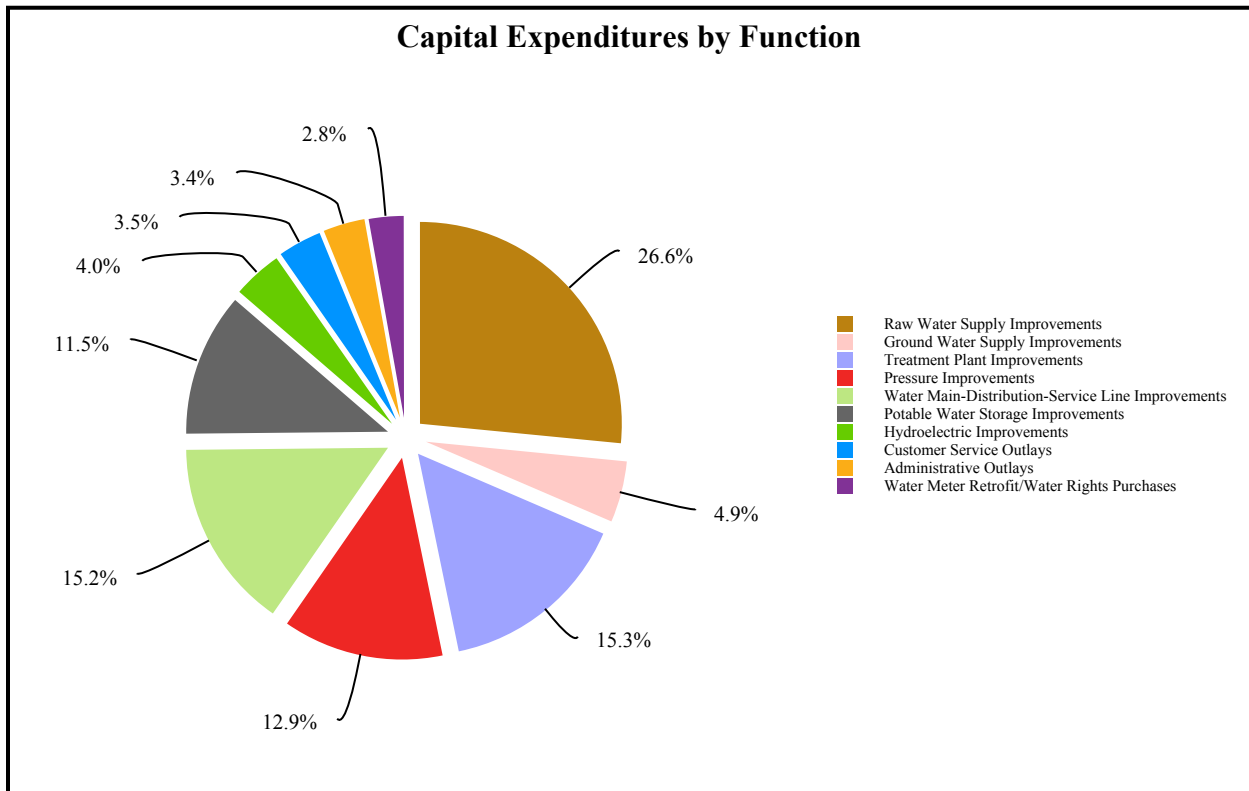
Truckee Meadows Water Authority FY 2024 - 2028 Capital Improvement Plan

<b>Summary of Projects for FY 2024 (continued)</b>	<b>Amount</b>
<b>Customer Service Outlays</b>	
Meter Reading Equipment	75
New Business Meters	100
Mueller Pit Replacements former Washoe County	125
Galvanized / Poly Service Line Replacements	250
Automated Meter Infrastructure (AMI)	2,650
<b>Total Customer Service Outlays</b>	<b>3,200</b>
<b>Administrative Outlays</b>	
GIS / GPS System Mapping Equipment	20
IT Server Hardware and Equipment	230
IT Network Security Upgrades	10
IT Physical Access Security Upgrades	60
Printer / Scanner Replacement	100
Crew Trucks / Vehicles	950
Sand Yard Cover	250
Replacement HCM System (Ceridian Dayforce)	100
Corporate Office Expansion	500
Emergency Management Projects	150
Physical Site Security Improvements	550
<b>Total Administrative Outlays</b>	<b>2,920</b>
<b>Special Projects Funded by Development</b>	
Water Right Purchases	2,500
<b>Total Special Projects</b>	<b>2,500</b>
<b>Total Capital Spend for FY 2024</b>	<b>103,650</b>

Detailed project descriptions are provided for all projects in the CIP. These descriptions cover the fiscal year 2024 capital budget as well as the four additional years from 2025-2028.

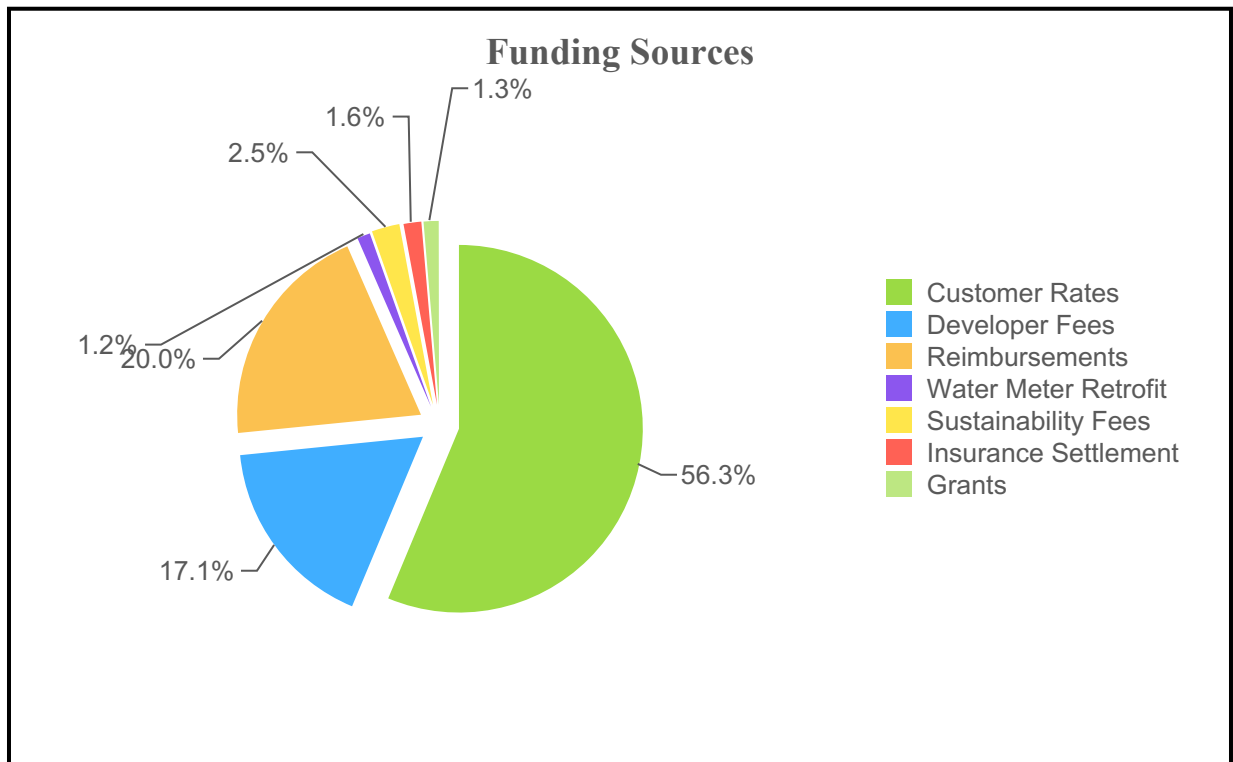
**CAPITAL EXPENDITURES BY FUNCTION**  
 (Amounts in thousands of dollars)

Summary of Capital Expenditures by Function	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
Raw Water Supply Improvements	20,975	64,325	31,675	675	675	118,325
Ground Water Supply Improvements	5,002	8,000	2,690	4,650	1,610	21,952
Treatment Plant Improvements	29,891	21,605	10,895	3,700	2,065	68,156
Distribution System Pressure Improvements	13,030	13,940	12,500	6,040	11,930	57,440
Water Main Distribution Service Line Improvements	14,087	18,270	12,975	11,160	11,150	67,642
Potable Water Storage Improvements	11,345	9,950	13,355	9,440	7,160	51,250
Hydroelectric Improvements	700	6,600	1,000	9,290	100	17,690
Customer Service Outlays	3,200	3,125	3,125	3,125	3,125	15,700
Administrative Outlays	2,920	4,850	1,900	3,600	1,700	14,970
Water Meter Retrofit / Water Rights Purchases	2,500	2,500	2,500	2,500	2,500	12,500
<b>Total Projected Capital Spending</b>	<b>103,650</b>	<b>153,165</b>	<b>92,615</b>	<b>54,180</b>	<b>42,015</b>	<b>445,625</b>



**PRELIMINARY FUNDING PLAN  
FUNDING SOURCES  
(Amounts in thousands of dollars)**

Summary of Funding Sources	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
<b>Customer Rates</b>	61,602	64,504	50,700	45,293	28,849	250,948
<b>Developer Fees</b>	13,356	26,021	16,139	7,537	13,166	76,219
<b>Reimbursements</b>	15,610	49,760	22,800	1,100	—	89,270
<b>Water Meter Retrofit / Water Rights Purchases</b>	2,000	3,211	—	—	—	5,211
<b>Sustainability Fees</b>	1,632	6,106	2,976	250	—	10,964
<b>Insurance Settlement - Applied to Orr Ditch Hydro</b>	4,950	2,063	—	—	—	7,013
<b>Grants</b>	4,500	1,500	—	—	—	6,000
<b>Total Projected Capital Spending</b>	<b>103,650</b>	<b>153,165</b>	<b>92,615</b>	<b>54,180</b>	<b>42,015</b>	<b>445,625</b>

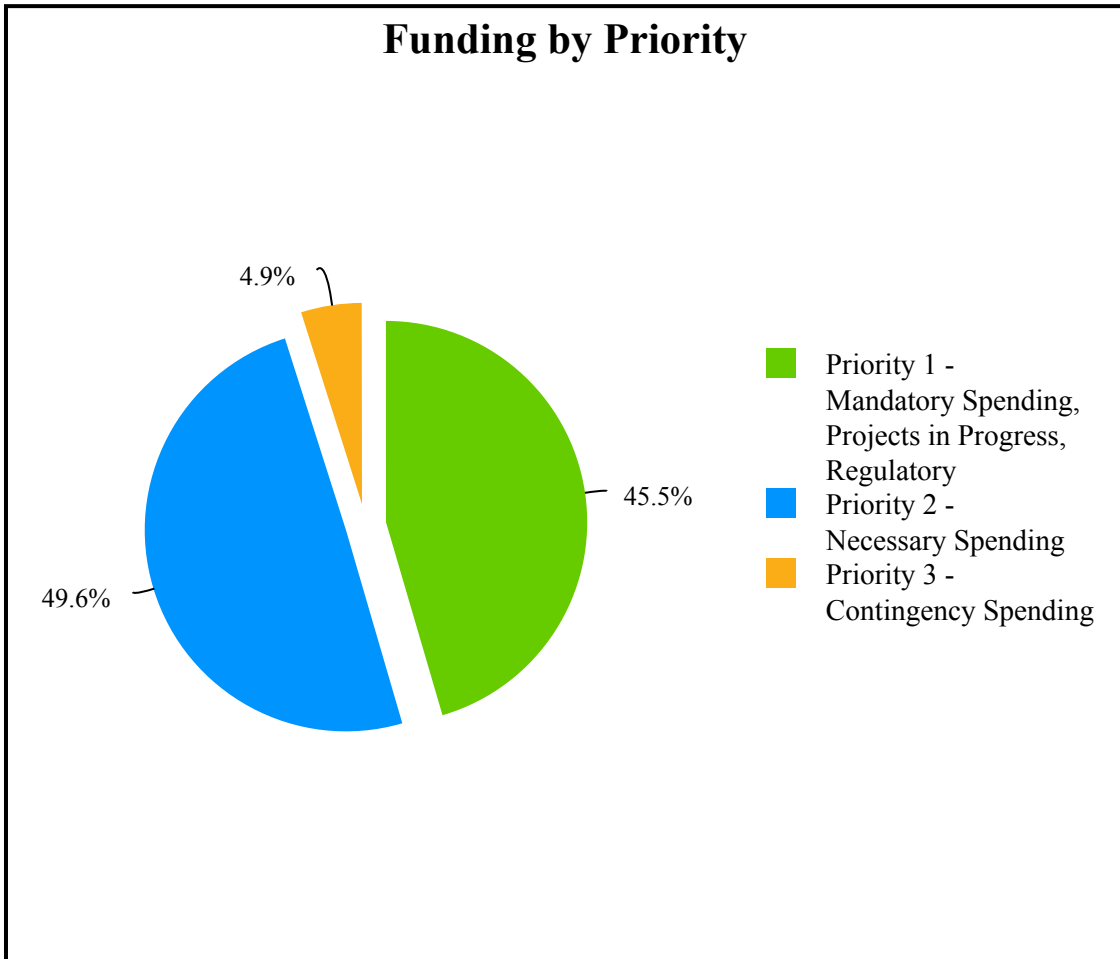




## FUNDING BY PRIORITY (Amounts in thousands of dollars)

Summary of Funding by Priority	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
<b>Priority 1 - Mandatory Spending, Projects in Progress, Regulatory</b>	50,646	60,040	37,075	33,365	21,540	202,666
<b>Priority 2 - Necessary Spending</b>	48,754	89,050	50,915	16,150	16,300	221,169
<b>Priority 3 - Contingency Spending</b>	4,250	4,075	4,625	4,665	4,175	21,790
<b>Total Projected Capital Spending</b>	<b>103,650</b>	<b>153,165</b>	<b>92,615</b>	<b>54,180</b>	<b>42,015</b>	<b>445,625</b>

*For additional information about how TMWA classifies it's projects, see Prioritization of Projects/Outlays on Page 6.*



**PROJECT FUNCTIONS AND DESCRIPTIONS**  
**RAW WATER SUPPLY IMPROVEMENTS**  
**Summary**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
3	Customer Rates	Highland Canal- Upgrades-Downstream	225	225	225	225	225	1,125
1	Customer Rates	Highland Canal- Upgrades-Diversion to Chalk Bluff	500	2,500	100	100	100	3,300
1	Customer Rates	TROA Drought Storage / Implementation	100	100	100	100	100	500
2	Customer Rates	Donner Lake Outlet Improvements Phase 2	—	250	—	—	—	250
2	Developer Fees / Sustainability Fees / Grants/ Reimbursements	Advanced Purified Water Facility at American Flat	20,000	61,000	31,000	—	—	112,000
1	Customer Rates	Washoe Lake System Improvements	150	250	250	250	250	1,150
<b>Subtotal Raw Water Supply</b>			<b>20,975</b>	<b>64,325</b>	<b>31,675</b>	<b>675</b>	<b>675</b>	<b>118,325</b>

**Project Locations:** Map of all *Raw Water Supply Improvements* projects are highlighted in the following map.

# Truckee Meadows Water Authority FY 2024 - 2028 Capital Improvement Plan



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## Raw Water Supply Improvements Highland Canal-Upgrades-Downstream

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
3	Customer Rates	Highland Canal-Upgrades-Downstream	225	225	225	225	225	1,125

**PROJECT DESCRIPTION:** The improvements reflected in this capital project item are for improvements along the canal downstream of the Chalk Bluff Water Treatment Plant to the Rancho San Rafael Park. Approximately 2,000 feet of “smart ditch” (a molded plastic trapezoidal channel section) has been installed downstream of Chalk Bluff in recent years. This product reduces leakage and maintenance and it is planned to continue to extend the installation in the future. Other efforts are rehabilitative in nature and may address access and security concerns.

**SCHEDULE:** Projects are identified and prioritized on an annual basis.



## Raw Water Supply Improvements Highland Canal – Upgrades – Diversion to Chalk Bluff

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Highland Canal-Upgrades-Diversion to Chalk Bluff	500	2,500	100	100	100	3,300

**PROJECT DESCRIPTION:** These improvements are for the stretch of canal between the diversion on the Truckee River and Chalk Bluff Water Treatment Plant. The proposed spending is to secure the canal from trespass to enhance public safety and prevent encroachment on TMWA property. TMWA will also complete fencing along the canal for public safety, install security cameras and access barriers. The proposed budget is for replacement of the existing 54-inch siphon pipe under the Truckee River just downstream of the diversion installed in 1954.

**SCHEDULE:** Projects are identified and prioritized on an annual basis.



## Raw Water Supply Improvements TROA Drought Storage/Implementation

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	TROA Drought Storage / Implementation	100	100	100	100	100	500

**PROJECT DESCRIPTION:** TROA became effective and TMWA began implementation officially on December 1, 2015.

**SCHEDULE:** Ongoing budget under TROA implementation is for additional stream gauges in new locations as required, as well as improving the monitoring capabilities of existing gauges as needed on an annual basis. Other smaller capital improvements are related to the operation of reservoir sites.



## Raw Water Supply Improvements Donner Lake Outlet Improvements Phase 2

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates	Donner Lake Outlet Improvements Phase 2	—	250	—	—	—	250

**PROJECT DESCRIPTION:** Dredging of a portion of the Donner Lake outlet channel was completed in FY 2019. The project was scaled back to fit within the California Environmental Quality Act emergency permitting requirements. Additional work is required to extend and improve the outlet channel further into the lake, including possible bank stabilization improvements to minimize future dredging requirements.

**SCHEDULE:** Permitting and preliminary design will be conducted over the next three years. Construction of improvements is scheduled to begin in FY 2025.



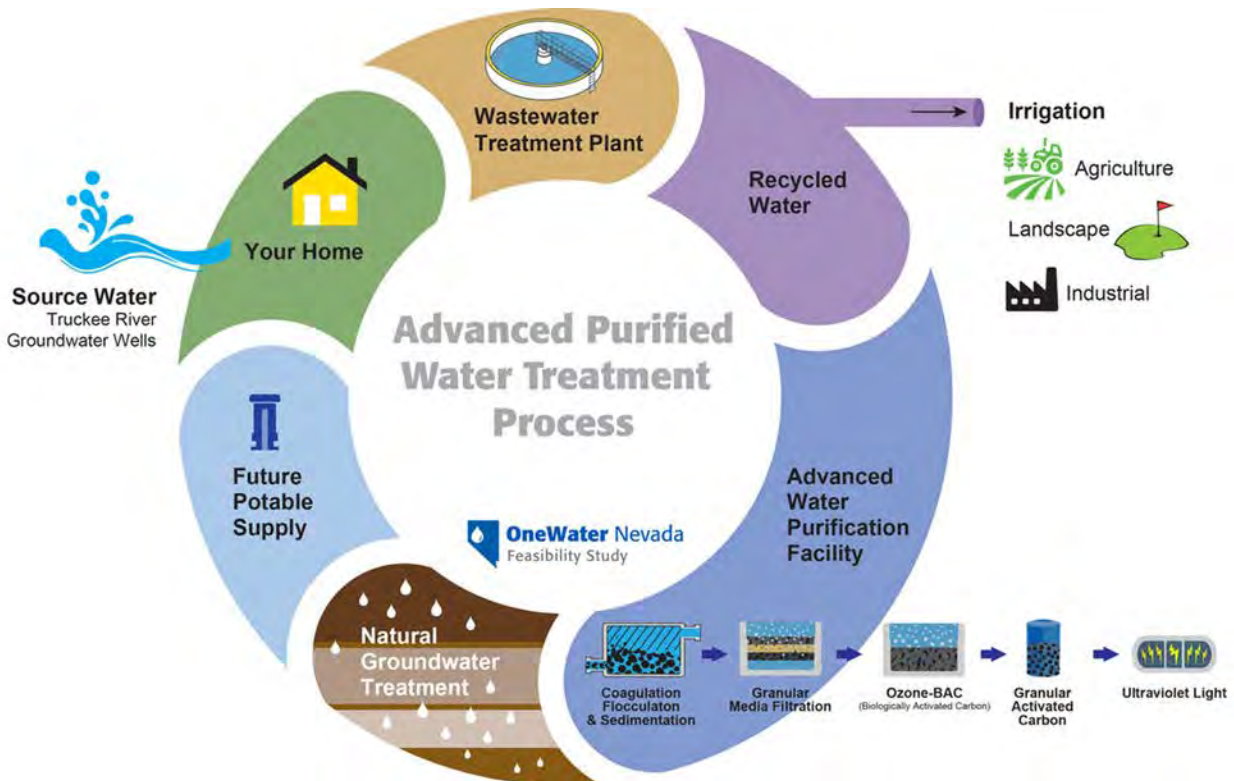
## Raw Water Supply Improvements Advanced Purified Water Facility at American Flat

### FUNDING TIMELINE:

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Developer Fees / Sustainability Fees / Grants/ Reimbursements	Advanced Purified Water Facility at American Flat	20,000	61,000	31,000	—	—	112,000

**PROJECT DESCRIPTION:** The Advanced Purified Water Facility at American Flat will be Nevada’s first Advanced Purified Water project achieving category A+ reclaimed water quality. Category A+ reclaimed water is suitable for all Nevada water recycling practices, including augmenting groundwater aquifers. The Project’s core element is a 2 million gallons per day (MGD) advanced purified water facility (APWF) producing 2,000 acre-feet (AF) of water annually for groundwater augmentation to provide a sustainable regional drought proof supply and crucially enhance the region’s water supply resiliency to help address future climate change impacts. TMWA is partnering with City of Reno who will be reimbursing TMWA for 70% of the total construction costs of the project.

**SCHEDULE:** Construction for this project will begin in FY 2024.





## Raw Water Supply Improvements Washoe Lake System Improvements

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Washoe Lake System Improvements	150	250	250	250	250	1,150

**PROJECT DESCRIPTION:** Improvements as necessary to Washoe Lake Dam and related infrastructure to monitor, capture, store and deliver raw water as necessary to meet regional water supply objectives.

**SCHEDULE:** Projects are identified and prioritized on an annual basis.



## GROUND WATER SUPPLY IMPROVEMENTS Summary

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Well Rehabilitation Improvements	200	200	200	200	200	1,000
2	Developer Fees	Double Diamond #5 and Equipping	450	—	—	—	60	510
2	Developer Fees	Callamont Well South Equipping	—	60	1,140	—	—	1,200
2	Customer Rates	Air Guard Well Replacement Equipping	—	—	—	1,100	—	1,100
1	Customer Rates	Lemmon Valley Well #8 Replacement	—	250	1,000	—	—	1,250
1	Customer Rates	Well Fix & Finish	350	350	350	350	350	1,750
1	Customer Rates	Brush Well Replacement and Spring Creek 8	342	—	—	1,500	—	1,842
1	Customer Rates / Sustainability Fees	Well Head TTHM Mitigation	—	500	—	500	—	1,000
2	Developer Fees	Callamont Well North Equipping	60	1,140	—	—	—	1,200
1	Developer Fees	Spring Creek Well #10 - Donovan	1,000	2,700	—	—	—	3,700
1	Customer Rates	Fish Springs Ranch TDS Monitoring Wells	250	—	—	—	—	250
1	Customer Rates	Spring Creek Well 9 (Spring Creek 4 Replacement)	1,700	2,800	—	—	—	4,500
1	Customer Rates	Spring Creek Wells pH Adjustment	650	—	—	—	—	650
2	Customer Rates	STMGID Well #1 Re-Drill and Equipping	—	—	—	1,000	1,000	2,000
<b>Subtotal Ground Water Supply</b>			<b>5,002</b>	<b>8,000</b>	<b>2,690</b>	<b>4,650</b>	<b>1,610</b>	<b>21,952</b>

**Project Locations:** Map of all *Ground Water Supply Improvements* projects are highlighted in the following map.

# Truckee Meadows Water Authority FY 2024 - 2028 Capital Improvement Plan



## Ground Water Supply Improvements Well Rehabilitation Improvements

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Well Rehabilitation Improvements	200	200	200	200	200	1,000

**PROJECT DESCRIPTION:** Funds are budgeted to rehabilitate TMWA production wells as required. Typically for subgrade rehabilitation efforts, five to six wells are inspected, tested and evaluated every year to determine if rehabilitation is required. Typical subgrade rehab activities include but are not limited to pump and pump column pipe replacements; rehabilitation of well casing and screen; and other enhancements to maintain well function and capacities. Spending in fiscal years 2024-2028 will include improvements at several wells to provide general above grade well equipment and building and/or electrical upgrades. Some of the spending will go towards converting an oil lubed shaft vertical turbine to water lubed and eliminate any standing oil in the well. TMWA has over 90 production wells operating throughout the water system. TMWA relies on these wells to provide drought and emergency supply and as a supplemental source to meet peak demands on the water system.

**SCHEDULE:** Wells targeted for rehabilitation improvements in FY 2024 include Lakeside Well, STMGID 5 Well, and Glenn Hare Well.



## Ground Water Supply Improvements Double Diamond #5 and Equipping

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Developer Fees	Double Diamond #5 and Equipping	450	—	—	—	60	510

**PROJECT DESCRIPTION:** Construct pumping facilities for the existing Double Diamond Well #5 including the pump house building, electrical power, pump/motor and valves and piping to provide an additional 1,200 gallons per minute of peak period supply to the Double Diamond area. The project also includes construction of a blending main between Double Diamond Wells #4 & #5.

**SCHEDULE:** Based on current growth rates, it is anticipated that the additional capacity from the new well will be needed in the summer of FY 2029.



## Ground Water Supply Improvements Callamont Well South Equipping

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Developer Fees	Callamont Well South Equipping	—	60	1,140	—	—	1,200

**PROJECT DESCRIPTION:** Construct pumping facilities for one of the existing Callamont wells in the Mt. Rose system including the pump house building, electrical power, pump/motor and valves and piping to provide an additional 500 gallons per minute of peak period supply to the area.

**SCHEDULE:** This project is currently scheduled for construction in FY 2026, but may be constructed sooner (or later) depending on the actual schedule for the proposed 210 unit Callamont residential development.



## Ground Water Supply Improvements Air Guard Well Replacement Equipping

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates	Air Guard Well Replacement Equipping	—	—	—	1,100	—	1,100

**PROJECT DESCRIPTION:** Replacement of the Air Guard Well in Stead was necessary to reduce sanding and provide additional capacity to the Stead system. The new/replacement well was drilled and constructed in FY 2016. Test pumping indicates the new well will have a capacity of about 2,500 gallons per minute which is twice the capacity of the old well. The budget for FY 2027 is for constructing the pumping facilities including the well building, pump and motor, valves and piping, electrical and controls, etc.

**SCHEDULE:** The pumping facilities are scheduled for construction in FY 2027.



## Ground Water Supply Improvements Lemmon Valley Well #8 Replacement

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Lemmon Valley Well #8 Replacement	—	250	1,000	—	—	1,250

**PROJECT DESCRIPTION:** The existing Lemmon Valley 8 Well has been in service since 1974, making it one of the older wells in the East Lemmon Valley system. The existing well casing and screens show signs of significant corrosion. With the potential for a well casing failure, TMWA intends to drill and equip a replacement well on the existing well property. In addition, the replacement well is expected to have similar construction while producing at least 20 percent more capacity than the original Lemmon Valley 8 Well. The additional capacity will provide supply to support base load supplied from the Fish Springs groundwater system.

**SCHEDULE:** Well drilling will occur in FY 2025 and well equipping in FY 2026.





## Ground Water Supply Improvements Well Fix & Finish

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Well Fix & Finish	350	350	350	350	350	1,750

**PROJECT DESCRIPTION:** Equipment improvements are expected to bring existing wells up to modern standards, including antiquated equipment replacements and improvements for water quality purposes. This project includes improvements to sodium hypochlorite rooms, pump to waste lines and drainage improvements. It also includes well retrofit for recharge where needed.

**SCHEDULE:** Projects are identified and prioritized on an annual basis.



## Ground Water Supply Improvements Brush Well & Spring Creek 8 Equipping

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Brush Well Replacement and Spring Creek 8	342	—	—	1,500	—	1,842

**PROJECT DESCRIPTION:** The Brush and Spring Creek 8 production wells were both replaced in FY 2019. Each well will require new infrastructure prior to use. Allocated funds will be utilized for engineering and construction activities required to bring the wells online.

**SCHEDULE:** This project requires new well infrastructure in FY 2024 and well equipping in FY 2027.



## Ground Water Supply Improvements Well Head TTHM Mitigation

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates / Sustainability Fees	Well Head TTHM Mitigation	—	500	—	500	—	1,000

**PROJECT DESCRIPTION:** Planning, permitting and implementation of tank mixers and ventilation equipment technologies to reduce disinfection byproduct (DBP) formation in recharged water and receiving groundwater.

**SCHEDULE:** Planning and design began in FY 2018 and is ongoing. Construction of tank mixers and ventilation equipment at Zolezzi and Verdi Business Park tanks were completed in FY 2019 . Other technologies will be implemented at key recharge well sites in subsequent years based on priority.



## Ground Water Supply Improvements Callamont Well North Equipping

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Developer Fees	Callamont Well North Equipping	60	1,140	—	—	—	1,200

**PROJECT DESCRIPTION:** Construct pumping facilities for the remaining existing Callamont well in the Mt. Rose system including the pump house building, electrical power, pump/motor and valves and piping to provide an additional 500 gallons per minute of peak period supply to the area.

**SCHEDULE:** This project is currently scheduled for construction in FY 2025, but may be constructed sooner (or later) depending on the actual schedule for the proposed 210 unit Callamont residential development.



## Ground Water Supply Improvements Spring Creek Well #10 - Donovan

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Developer Fees	Spring Creek Well #10 - Donovan	1,000	2,700	—	—	—	3,700

**PROJECT DESCRIPTION:** The project involves construction and equipping of a new production well located just south of Indian Sage Court in Spanish Springs Valley. TMWA owns a 6,000 square foot parcel at this location where a test well was previously constructed but will need access and pipeline/utility easements. It is anticipated that the new well will produce up to 500 gallons per minute of new supply for the area.

**SCHEDULE:** This project schedule assumes the new well is drilled and constructed in FY 2024 and the pumping facilities are constructed in FY 2025.



## Ground Water Supply Improvements Fish Springs Ranch TDS Monitoring Wells

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Fish Springs Ranch TDS Monitoring Wells	250	—	—	—	—	250

**PROJECT DESCRIPTION:** This project involves installing a network of wells that will monitor TDS concentrations and vertical gradients near the Fish Springs Ranch production wellfield in Honey Lake Valley. These monitoring locations will provide critical water quality information associated with increased groundwater production at Fish Springs Ranch. Allocated funds will be utilized to drill and construct three nested monitoring wells completed to approximately 450-feet below land surface.

**SCHEDULE:** Design and construction for the project is scheduled to be completed in FY 2024.



## Ground Water Supply Improvements Spring Creek 9 (Spring Creek 4 Replacement)

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Spring Creek Well 9 (Spring Creek 4 Replacement)	1,700	2,800	—	—	—	4,500

**PROJECT DESCRIPTION:** The project involves construction and equipping of a new production well in Spanish Springs Valley, located north of the intersection of La Posada Dr. and La Posada Ct (pending land approvals). The well will be a dual purpose ASR/Production Well and it is anticipated that the new well will produce up to 1,500 gpm with about one third of the capacity bringing new supply to the area.

**SCHEDULE:** Drilling and installation will be in FY2024 and equipping in FY2025.



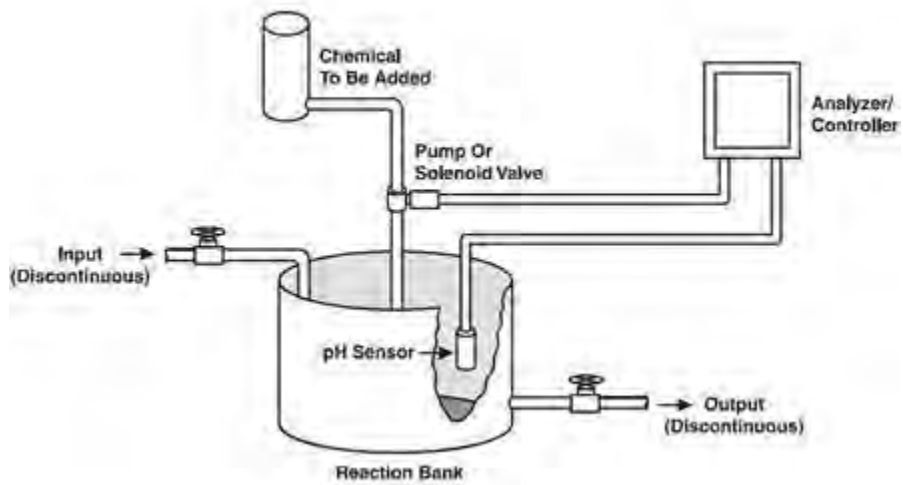
## Ground Water Supply Improvements Spring Creek Wells pH Adjustment

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Spring Creek Wells pH Adjustment	650	—	—	—	—	650

**PROJECT DESCRIPTION:** This project involves design, permit, and construction of pH control systems at Spring Creek 6 & Spring Creek 7 wells.

**SCHEDULE:** The project is scheduled to begin in FY 2024.





## Ground Water Supply Improvements STMGID Well #1 Re-Drill and Equipping

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates	STMGID Well #1 Re-Drill and Equipping	—	—	—	1,000	1,000	2,000

**PROJECT DESCRIPTION:** This project involves the complete replacement of STMGID well 1. Recent rehabilitation work on the production well indicated the screens have deteriorated enough to allow sediment and gravel pack to pass through. The well is a critical groundwater supply asset as it currently accounts for approximately 24% of the max day demand in STMGID Tank Zone 1.

**SCHEDULE:** The well is estimated to be drilled in FY 2027 and constructed in FY's 2027-2028.



## TREATMENT PLANT IMPROVEMENTS

### Summary

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Chalk Bluff Treatment Plant Improvements	365	360	350	525	425	2,025
1	Customer Rates	Chalk Bluff Sedimentation Rehab	620	—	—	—	—	620
2	Customer Rates	Chalk Bluff Clearwell 1 Rehab	854	—	—	—	—	854
1	Customer Rates	Glendale Treatment Plant Improvements	1,000	375	325	405	360	2,465
1	Customer Rates	Mt Rose Treatment Plant Efficiency Improvements	492	—	—	—	—	492
1	Customer Rates	Chalk Bluff Filter Underdrains	1,400	1,000	1,000	—	—	3,400
1	Customer Rates	Glendale Filter Underdrains	500	500	500	500	500	2,500
3	Customer Rates	Chalk Bluff Lighting Upgrade	350	—	—	—	—	350
1	Customer Rates	Glendale Treatment Plant Flocculator Rehab	590	—	—	—	—	590
1	Customer Rates	Glendale Office Expansion	300	1,750	—	—	—	2,050
2	Customer Rates / Insurance Settlement	Orr Ditch Pump Station Rehab and Hydro Facility	19,800	8,250	—	—	—	28,050
1	Customer Rates	Truckee Canyon Water Treatment Improvements	100	20	10	10	20	160
1	Customer Rates	Lightning W Treatment Improvements	20	150	10	10	10	200
1	Customer Rates	SCADA Rehab / Plant Operating Software	1,000	1,000	1,000	750	750	4,500
2	Customer Rates	Longley Water Treatment Plant Retrofit	250	500	3,500	1,500	—	5,750
2	Customer Rates/Grants	Spanish Springs Nitrate Treatment Facility	2,100	7,700	4,200	—	—	14,000
1	Customer Rates	Chalk Bluff Electrical System Upgrades	150	—	—	—	—	150
<b>Subtotal Treatment Improvements</b>			<b>29,891</b>	<b>21,605</b>	<b>10,895</b>	<b>3,700</b>	<b>2,065</b>	<b>68,156</b>

**Project Locations:** Map of all *Treatment Plant Improvements* projects are highlighted in the following map.

# Truckee Meadows Water Authority FY 2024 - 2028 Capital Improvement Plan



### FY 2024-2028 CIP TREATMENT PLANT IMPROVEMENTS SUMMARY

DATE	4/6/2023
MAP BY:	JK
REQUESTED BY:	ST
SCALE:	1 in = 4 miles



## Treatment Plant Improvements

### Chalk Bluff Treatment Plant Improvements

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Chalk Bluff Treatment Plant Improvements	365	360	350	525	425	2,025

**PROJECT DESCRIPTION:** The Chalk Bluff Water Treatment Plant is over 20 years old and requires ongoing rehabilitation work to remain fully operational. This spending is classified as necessary due to the criticality of maintaining plant operations during rehabilitation work. Plant improvements include, but are not limited to, plate settlers inspections, valve and instrument replacement, filter media replacement, UPS upgrades, Trac Vac/sludge removal improvements, treatment train isolation valves, flow meter improvements and safety improvements.

**SCHEDULE:** Major projects and timelines include: ice fighting improvements to maintain raw water supply via the Highland Canal in FY 2024, instrumentation upgrades will continue within the next five years as obsolete instruments are no longer supported by suppliers. Work to isolate sections of the treatment plant influent trains began in FY 2019. Filter media replacement will occur when yearly filter media evaluation indicates that replacement will soon be necessary.



## Treatment Plant Improvements Chalk Bluff Sedimentation Rehab

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Chalk Bluff Sedimentation Rehab	620	—	—	—	—	620

**PROJECT DESCRIPTION:** This project includes the replacement of all 6 solids collection system mechanisms with upgraded units to improve the reliability of the sedimentation system at Chalk Bluff Water Treatment Plant.

**SCHEDULE:** Improvements are scheduled for FY 2024.



## Treatment Plant Improvements Chalk Bluff Clearwell 1 Rehab

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates	Chalk Bluff Clearwell 1 Rehab	854	—	—	—	—	854

**PROJECT DESCRIPTION:** This project includes epoxy coating of 36 concrete support columns, caulk joint replacement & improvement for all 6 expansion joints, vertical extension of the influent concrete baffle wall, full replacement of the 5 baffle wall curtains, roof curb repair as needed, and other misc. incidental repairs.

**SCHEDULE:** The improvements are scheduled for FY 2024.



## Treatment Plant Improvements Glendale Treatment Plant Improvements

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Glendale Treatment Plant Improvements	1,000	375	325	405	360	2,465

**PROJECT DESCRIPTION:** The Glendale Water Treatment Plant is 40 years old and remains a significant piece of the water supply portfolio by operating 24/7 typically during the months of April through October. Glendale plays an important role due to its availability to treat off-river water supplies, such as groundwater wells that cannot pump straight to the distribution system. This spending is classified as necessary due to the criticality of maintaining plant operations. Plant improvements include, but are not limited to, plate settler inspections, valve and instrument replacement, Trac Vac improvements, flow meter improvements, treatment chemical upgrades and maintenance storage/shop upgrades.

**SCHEDULE:** The treatment plant maintenance shop and storage improvements are currently scheduled in FY 2024. Instrumentation upgrades will continue within the next five years as obsolete instruments are no longer supported by suppliers. Filter media replacement will occur when yearly filter media evaluation indicates that replacement will soon be necessary. Since the Glendale plant is used seasonally, most work will continue over the course of the five-year CIP and during the periods that the plant is not operating.



## Treatment Plant Improvements

### Mt Rose Treatment Plant Efficiency Improvements

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Mt Rose Treatment Plant Efficiency Improvements	492	—	—	—	—	492

**PROJECT DESCRIPTION:** This project contains several efficiency and remote operations improvements identifying during startup and testing of the Mt. Rose Water Treatment Plant (MRWTP). One larger task is adding a permanent air compressor to the creek diversion backwash cycle to support remote operations, use less power and disturb less wildlife by using air for scour instead of pumping water through the screens for backwash. The other improvements include various flow measurement and process control improvements to make remote operations more feasible by reducing on site operations labor hours and reducing downtime.

**SCHEDULE:** Improvements started in FY 2023 and are scheduled to be completed in FY 2024.





## Treatment Plant Improvements Chalk Bluff Filter Underdrains

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Chalk Bluff Filter Underdrains	1,400	1,000	1,000	—	—	3,400

**PROJECT DESCRIPTION:** The dual media filters at Chalk Bluff are nearing the end of its useful life and maintenance and/or repairs are needed on filters that have experienced recent underdrain performance issues. An engineering evaluation of the filters has been completed and an entire replacement of one or more filter underdrains is recommended.

**SCHEDULE:** Due to cost and operational complexities associated with taking a filter out of service, this will be a multi-year effort beginning with design and bidding in FY 2024 and construction taking place in FY’s 2024-2026.



## Treatment Plant Improvements Glendale Filter Underdrains

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Glendale Filter Underdrains	500	500	500	500	500	2,500

**PROJECT DESCRIPTION:** The dual media filters at Glendale are nearing the end of its useful life and maintenance and/or repairs are needed on filters that have experienced recent underdrain performance issues. An engineering evaluation of the filters has been completed and an entire replacement of one or more filter underdrains is recommended.

**SCHEDULE:** Due to cost and operational complexities associated with taking a filter out of service, this will be a multi-year effort beginning with design and bidding in FY 2024 and construction taking place in FY's 2024-2028.



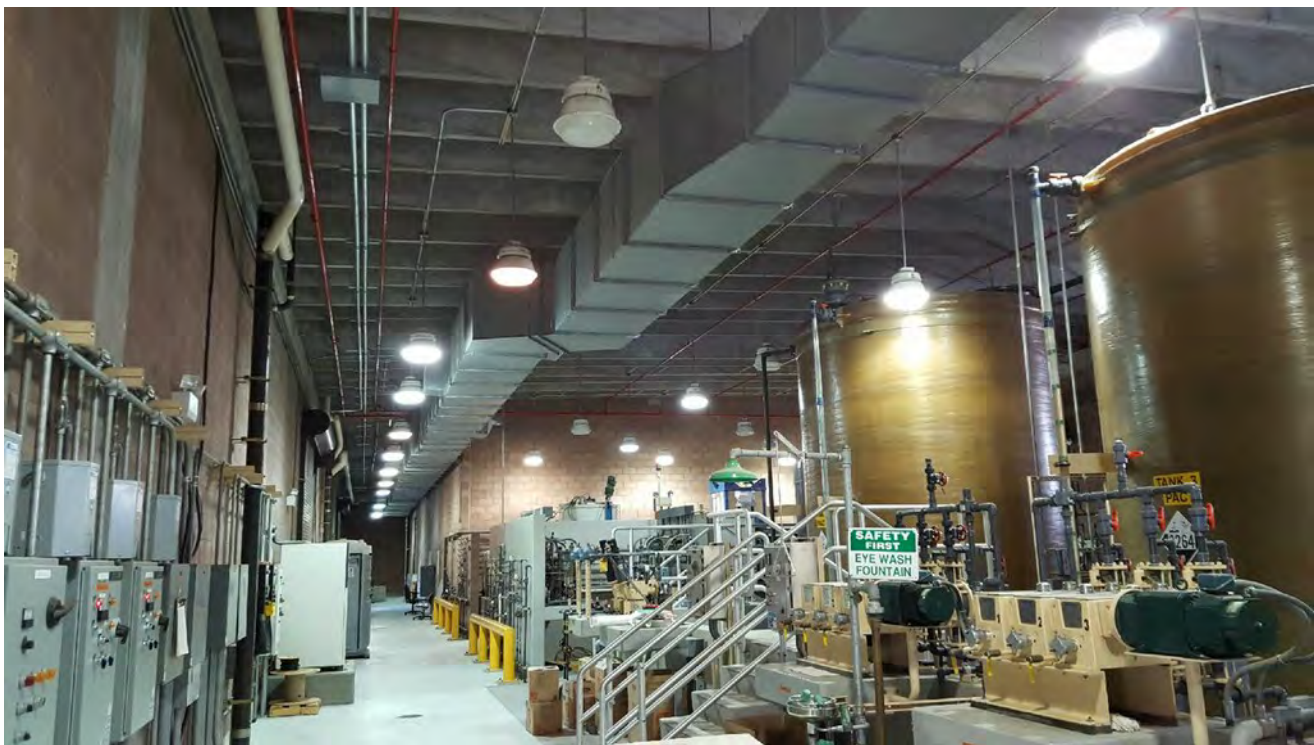
## Treatment Plant Improvements Chalk Bluff Lighting Upgrade

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
3	Customer Rates	Chalk Bluff Lighting Upgrade	350	—	—	—	—	350

**PROJECT DESCRIPTION:** Upgrade lighting at the Chalk Bluff Water Treatment Plant. Work will include all areas and buildings outside of the most recent remodel areas as well as upgrades to outside area lighting.

**SCHEDULE:** Lighting upgrade is scheduled to begin in FY 2024.



## Treatment Plant Improvements Glendale Treatment Plant Flocculator Rehab

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Glendale Treatment Plant Flocculator Rehab	590	—	—	—	—	590

**PROJECT DESCRIPTION:** This project includes replacement of all bearings/shafts to the existing flocculators at the Glendale Water Treatment Plant.

**SCHEDULE:** Replacement of bearings/shafts is scheduled to begin in FY 2024.



## Treatment Plant Improvements Glendale Office Expansion

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Glendale Office Expansion	300	1,750	—	—	—	2,050

**PROJECT DESCRIPTION:** This project includes the additions of four offices and the necessary HVAC and lighting improvements in the Glendale Water Treatment Plant ready room.

**SCHEDULE:** Design is scheduled for FY 2024 and construction is scheduled for FY 2025.



## Treatment Plant Improvements

### Orr Ditch Pump Station Rehabilitation and Hydro Facility

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates / Insurance Settlement	Orr Ditch Pump Station Rehab and Hydro Facility	19,800	8,250	—	—	—	28,050

**PROJECT DESCRIPTION:** This project will increase redundancy and reliability by enhancing the Truckee River source of supply to the Chalk Bluff Water Treatment Plant. Currently, there are very limited options to facilitate repairs or conduct preventative maintenance due to the location and arrangement of the intake structure and wet well. The project design will include modifying the existing proprietary wet well submersible pump design into a pedestal-style vertical turbine pump arrangement with non-submerged motors, the construction of a building over the top of the wet well to increase security and allow a safer means of performing maintenance activities, and incorporate a system to eliminate silting issues within the intake structure. During periods of low demand, the Highland Canal has available capacity to bring water to the Chalk Bluff Facility. An existing pipeline brings water from the river via the Orr Ditch Pump Station up to Chalk Bluff. During winter months, excess water from the Highland Canal can be sent down the hill to the pump station to generate hydroelectric power that can be used at the facility to offset power costs during those months.

**SCHEDULE:** Construction will commence in FY's 2024-2025 and scheduled to be completed in FY 2025.



## Treatment Plant Improvements Truckee Canyon Water Treatment Improvements

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Truckee Canyon Water Treatment Improvements	100	20	10	10	20	160

**PROJECT DESCRIPTION:** The current treatment system which removes arsenic, iron, and manganese consists of a greensand filter system and an evaporation pond for backwash water with a total capacity of about 100 gallons per minute. Scheduled improvements may include the addition of a polymer feed system to improve filter performance, fine tuning of the treatment process to reflect chemical changes in the raw water and replacement of miscellaneous components and control upgrades.

**SCHEDULE:** Expenditures in FY's 2024-2028 are contingent spending related to treatment efficiency and for chemical changes in the raw water.



## Treatment Plant Improvements Lightning W Treatment Improvements

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Lightning W Treatment Improvements	20	150	10	10	10	200

**PROJECT DESCRIPTION:** The existing treatment process consists of two ion exchange resin pressure vessels to remove uranium. Previous work included change out/replacement of the filter media, disposal of the spent media. The remaining work includes miscellaneous improvements to the building that houses the treatment equipment.

**SCHEDULE:** The FY 2025 work includes miscellaneous building improvements.





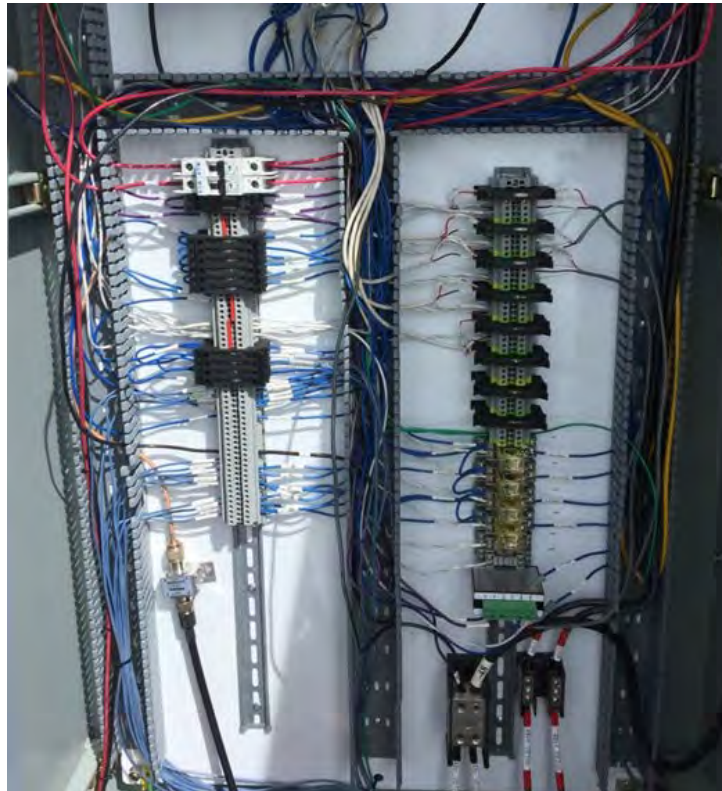
## Treatment Plant Improvements SCADA Rehab/Plant Operating Software

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	SCADA Rehab / Plant Operating Software	1,000	1,000	1,000	750	750	4,500

**PROJECT DESCRIPTION:** SCADA (Supervisory Control and Data Acquisition) is the system by which TMWA monitors, records and controls the water system inputs, outputs, flows and pressures. Data acquired by these system controls are primarily monitored at the treatment plants, but the system equipment and technology are spread throughout the water system infrastructure. Much of the technology is approaching obsolescence and needs to be replaced with emphasis on standardization of programmable logic controllers (PLC) and other equipment. Therefore, TMWA decided on a systematic approach to updating the equipment and operating software starting in fiscal year 2015 with telemetry improvement in the ensuing four years to convert to wireless transmission of data feeds where possible.

**SCHEDULE:** The improvements and replacements of the equipment and operating software will continue through FY 2028.



## Treatment Plant Improvements Longley Water Treatment Plant Retrofit

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates	Longley Water Treatment Plant Retrofit	250	500	3,500	1,500	—	5,750

**PROJECT DESCRIPTION:** This project will include the determination of what improvements and costs would be needed to convert the existing Longley Lane Water Treatment Plant from a micro filtration process to a greensand arsenic/iron/manganese treatment process.

**SCHEDULE:** Planning and permitting to be completed in FY 2024. Design is scheduled for FY 2025 and construction is scheduled to begin in FY 2026.



## Treatment Plant Improvements

### Spanish Springs Nitrate Treatment Facility

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates/ Grants	Spanish Springs Nitrate Treatment Facility	2,100	7,700	4,200	—	—	14,000

**PROJECT DESCRIPTION:** Initiation of planning, permitting, site acquisition and design for a 3 MGD biological water treatment process to treat several groundwater wells in Spanish Springs that are out of service due to elevated nitrate and arsenic. Treatment is required to maintain and restore the service capacity of the wells.

TMWA completed the operation and testing of a 5 GPM pilot treatment plant in 2018. Biological treatment of nitrate in potable water is currently not permitted in Nevada. TMWA, working with Carollo Engineers, UNR and WaterStart, has evaluated this innovative technology and determined it to be a cost-effective treatment solution compared to traditional, high cost alternatives such as ion exchange.

**SCHEDULE:** Planning, permitting, site acquisition and design was conducted in FY 2023 with construction scheduled to begin in FY2024.



## Treatment Plant Improvements Chalk Bluff Electrical System Upgrades

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Chalk Bluff Electrical System Upgrades	150	—	—	—	—	150

**PROJECT DESCRIPTION:** Evaluation of the existing electrical system at the Chalk Bluff Treatment Plant to identify the cause of main breaker power disruption when electrical faults occur in auxiliary plant equipment.

**SCHEDULE:** Electrical System upgrades are scheduled to be completed in FY 2024.



**DISTRIBUTION SYSTEM PRESSURE IMPROVEMENTS**  
**Summary**

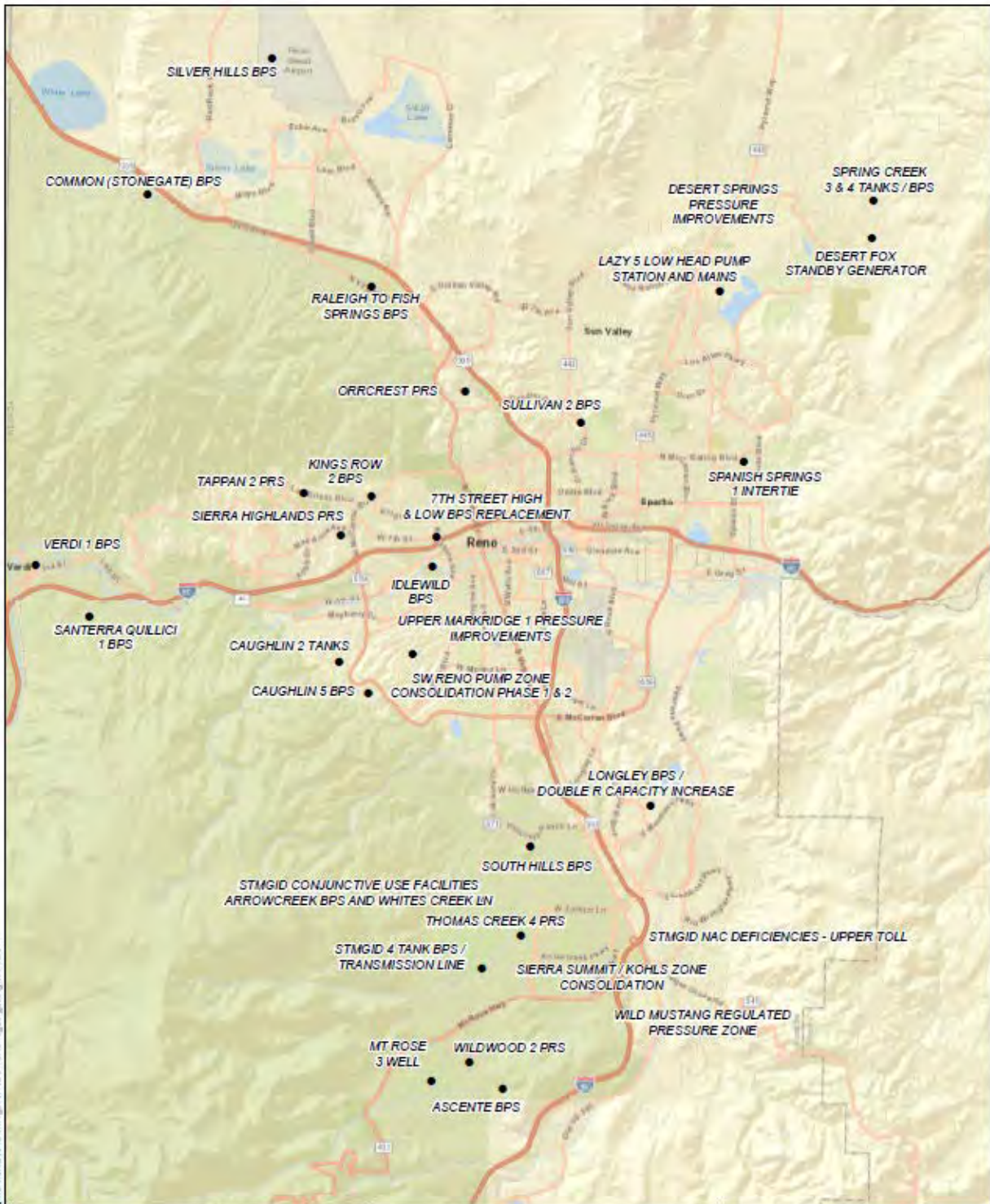
Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Pressure Regulators Rehabilitation	1,200	500	500	500	500	3,200
2	Customer Rates	Land Acquisitions	150	150	150	150	250	850
2	Customer Rates	Desert Fox Standby Generator	150	—	—	—	—	150
1	Developer Fees	Longley Booster Pump Station / Double R Capacity Increase	250	1,000	—	—	—	1,250
3	Customer Rates	Pump Station Oversizing	100	100	100	100	100	500
1	Customer Rates	Pump Station Rebuilds, Rehabilitations	150	150	150	150	250	850
2	Customer Rates / Developer Fees	Sullivan #2 Booster Pump Station Replacement	—	—	—	80	1,150	1,230
2	Customer Rates	Mount Rose Well #3 Pump Station Improvements	—	250	—	—	—	250
3	Customer Rates	Standby Generator Improvements	50	50	50	50	150	350
1	Customer Rates	PSOM Standby Generator Additions	—	2,100	2,100	—	—	4,200
1	Customer Rates	Idlewild Booster Pump Station Improvements	800	1,190	1,750	—	—	3,740
2	Developer Fees	Raleigh to Fish Springs Booster Pump Station	—	—	—	300	1,600	1,900
2	Customer Rates / Developer Fees	South-West Pump Zone Consolidation Phase 1	—	—	—	330	3,660	3,990
2	Developer Fees	STMGID Tank #4 Booster Pump Station / Transmission Line	—	300	1,000	250	1,000	2,550
2	Developer Fees	Wildwood 2 Pressure Regulating Station SCADA Control	—	100	—	—	—	100
2	Customer Rates / Developer Fees	South-West Pump Zone Consolidation Phase 2	—	—	—	50	990	1,040
2	Customer Rates	Sierra Summit-Kohl's Zone Consolidation	—	—	—	380	400	780
2	Customer Rates	Wild Mustang Regulated Pressure Zone	—	—	—	50	380	430
2	Customer Rates	Thomas Creek #4 PRS	—	170	—	—	—	170

Truckee Meadows Water Authority FY 2024 - 2028 Capital Improvement Plan

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates	Kings Row 2 Booster Pump Station	—	—	150	150	1,500	1,800
2	Developer Fees	Spring Creek Tanks #3&4 Booster Pump Station Modifications	—	—	200	900	—	1,100
1	Developer Fees	Lazy 5 Low Head Pump Station & Mains	1,900	800	—	—	—	2,700
1	Reimbursements	Common (Stonegate) Booster Pump Station	—	1,100	1,100	1,100	—	3,300
1	Customer Rates	South Hills BPS Replacement	—	70	2,750	1,500	—	4,320
2	Customer Rates	Sierra Highlands PRS	—	210	—	—	—	210
1	Customer Rates	7th Street High & Low BPS Replacement	3,650	—	—	—	—	3,650
1	Customer Rates	STMGID NAC Deficiencies - Upper Toll	—	600	2,500	—	—	3,100
1	Reimbursements	Verdi 1 BPS	2,500	—	—	—	—	2,500
1	Reimbursements	Santerra Quilici 1 BPS	450	—	—	—	—	450
1	Reimbursements	Santerra Quilici 2 BPS	30	—	—	—	—	30
1	Reimbursements	Silver Hills BPS	—	3,000	—	—	—	3,000
1	Reimbursements	Ascente BPS	—	2,100	—	—	—	2,100
2	Customer Rates	Tappan 2 PRS	250	—	—	—	—	250
1	Customer Rates	STMGID Conjunctive Use Facilities - Arrowcreek BPS	400	—	—	—	—	400
1	Customer Rates	STMGID Conjunctive Use Facilities - Whites Creek Ln	1,000	—	—	—	—	1,000
<b>Sub-Total Pressure Improvements</b>			<b>13,030</b>	<b>13,940</b>	<b>12,500</b>	<b>6,040</b>	<b>11,930</b>	<b>57,440</b>

**Project Locations:** Map of all *Distribution System Pressure Improvements* projects are highlighted in the following map.

# Truckee Meadows Water Authority FY 2024 - 2028 Capital Improvement Plan



## FY 2024-2028 CIP DISTRIBUTION SYSTEM IMPROVEMENTS - PRESSURE IMPROVEMENTS SUMMARY

DATE	4/6/2023
MAP BY:	JK
REQUESTED BY:	ST
SCALE:	1 in = 3 miles



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## Distribution System Pressure Improvements Pressure Regulators Rehabilitation

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Pressure Regulators Rehabilitation	1,200	500	500	500	500	3,200

**PROJECT DESCRIPTION:** Provision is made in the annual budget for major rehabilitation or complete reconstruction of several pressure regulators in the distribution system. TMWA has evaluated nearly 130 pressure regulator stations currently in service and has identified a number of pressure regulator stations requiring a certain amount of rehabilitation on an annual basis.

**SCHEDULE:** This is an ongoing rehabilitation project with about 130 individual stations identified as requiring rehabilitation or replacement over the next fifteen years.





## Distribution System Pressure Improvements Land Acquisitions

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates	Land Acquisitions	150	150	150	150	250	850

**PROJECT DESCRIPTION:** TMWA has over 120 pump stations in service. Many of these pump stations have 480 volt electrical services and are underground (below grade) in locations that allows for water infiltration. Many underground pump stations will be reaching the end of their service life, which will require replacement of the underground vault. Rather than replace the stations in place TMWA is planning to acquire other sites so these stations can be rebuilt above grade improving access and safety. Acquisition of sites may be time consuming and may not be purchased in a particular year.

**SCHEDULE:** This is an ongoing project with funding to allow purchase of 3-4 sites per year depending on location and market conditions.



## Distribution System Pressure Improvements Desert Fox Standby Generator

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates	Desert Fox Standby Generator	150	—	—	—	—	150

**PROJECT DESCRIPTION:** This project involves furnishing and installing a new standby generator and ATS to power one 50 Hp pump at the existing Desert Fox booster pump station. This alternative pumping capacity is needed when the existing 0.5 MG Spring Creek #5A Tank is out of service for recoating or other maintenance or if an extended power outage occurs in the area.

**SCHEDULE:** The installation of the generator is scheduled in FY 2024.



## Distribution System Pressure Improvements Longley Booster Pump Station/Double R Capacity Increase

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Developer Fees	Longley Booster Pump Station / Double R Capacity Increase	250	1,000	—	—	—	1,250

**PROJECT DESCRIPTION:** Increase pumping capacity at the existing Longley Lane Booster Pump Station and make improvements at the Double R Intertie to provide additional peak supply to the Double Diamond area. The improvements at the Longley pump station will consist of replacing one of the existing pumps/motors with a new higher capacity unit along with electrical and motor starter upgrades. Certain components of the Double R Intertie will be replaced to provide the additional capacity without excessive friction losses.

**SCHEDULE:** The improvements are scheduled for FY's 2024-2025. The improvements are necessary when supply through the Double R Intertie must exceed 5,400 gallons per minute.



## Distribution System Pressure Improvements Pump Station Oversizing

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
3	Customer Rates	Pump Station Oversizing	100	100	100	100	100	500

**PROJECT DESCRIPTION:** The project may consist of cash contributions towards construction of a new above ground booster pump stations. From time to time, TMWA may provide oversizing to certain booster stations that are development driven. Each is reviewed on a case by case basis.

**SCHEDULE:** The improvements are ongoing, but the schedule is subject to change based on development & operational needs.



## Distribution System Pressure Improvements Pump Station Rebuilds, Rehabilitations

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Pump Station Rebuilds, Rehabilitations	150	150	150	150	250	850

**PROJECT DESCRIPTION:** TMWA has over 120 pump stations in service. An amount is budgeted annually for rehabilitation of TMWA’s older pump stations. Other pump stations may require pump, motor, and electrical upgrades. Budget for future years will allow TMWA to complete up to one above ground replacement project per year if suitable sites can be acquired. Otherwise, normal rehabilitation work will be performed per the priorities established by the study at a lower overall annual cost.

**SCHEDULE:** In FY 2024, TMWA is preparing to reconstruct a number of booster stations above ground. Depending on land acquisition timing and priorities of rehabilitation, it could be the Scottsdale BPS, Kings Row #2 Pump Station or the South Hills BPS.



## Distribution System Pressure Improvements Sullivan #2 Booster Pump Station Replacement

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates / Developer Fees	Sullivan #2 Booster Pump Station Replacement	—	—	—	80	1,150	1,230

**PROJECT DESCRIPTION:** The project involves construction of a new above grade pump station at the site of the existing Sullivan Tank on El Rancho. The new pump station will pump to the proposed Sun Valley #2 Tank tentatively located off of Dandini Drive near the TMCC/ DRI complex. Completion of these facilities should allow the retirement of the existing Sun Valley #1 pump station.

**SCHEDULE:** Construction is scheduled to begin in FY 2028 to reflect delays in obtaining a tank site due to unknowns with the US 395 Connector Project.



## Distribution System Pressure Improvements Mt. Rose Well #3 Pump Station Improvements

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates	Mount Rose Well #3 Pump Station Improvements	—	250	—	—	—	250

**PROJECT DESCRIPTION:** The project involves rehab of the building, removal of pipe and valves that will no longer be necessary following completion of the Mt. Rose Well #3 improvements and upgrades to electrical and control systems.

**SCHEDULE:** Construction is scheduled in FY 2025.



## Distribution System Pressure Improvements Standby Generator Improvements

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
3	Customer Rates	Standby Generator Improvements	50	50	50	50	150	350

**PROJECT DESCRIPTION:** A number of TMWA pumps stations have backup generation in case of power failures. TMWA incorporates a contingency for replacement of a generator in case of failure or if the Washoe County Health District requires backup generation at a particular site. No spending will occur unless necessary. This spending does not include backup generation for new pump stations required by and paid for by growth.

**SCHEDULE:** No single project has been identified for the current 5-year CIP and no funds will be expended unless necessary.





## Distribution System Pressure Improvements PSOM Standby Generator Additions

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	PSOM Standby Generator Additions	—	2,100	2,100	—	—	4,200

**PROJECT DESCRIPTION:** In 2021, NV Energy began their efforts to de-risk their infrastructure during periods of high fire risk (high winds, low humidity). Those efforts culminated in the “Public Safety Outage Management” or “PSOM” events where NV Energy proactively de-energizes their grid for up to 72 hours per event. TMWA has initially responded by renting several large trailer mounted generators and modified various facilities to accept the electrical connections from these generators. This project will procure and install permanent generators for these sites: Caughlin 2 BPS, Caughlin 3 BPS, Caughlin 4 BPS, Mt. Rose 5 BPS and Well, US 40 BPS, Mae Anne 1 BPS, Mt. Rose Tank 1 BPS.

**SCHEDULE:** TMWA will prioritize the Caughlin pump systems and US 40 BPS in FY 2025 and the balance of the stations in FY 2026. A review of the financial viability of continuing to rent the trailer mounted generators will occur prior to procurement.



## Distribution System Pressure Improvements Idlewild Booster Pump Station Improvements

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Idlewild Booster Pump Station Improvements	800	1,190	1,750	—	—	3,740

**PROJECT DESCRIPTION:** The project will replace existing pumps and motors at the Idlewild BPS Transfer Station to insure adequate and reliable emergency capacity. It is the only booster station that is capable of transferring water from the Highland Reservoir Zone to the Hunter Creek Reservoir Zone. The station was originally constructed as part of the Idlewild WTP, and was never designed specifically for the purpose that it is used for today. Improvements identified in the project include: Properly sizing new pumps and motors for today’s application, upgrading antiquated electrical systems and HVAC systems and bringing building up to modern construction codes. Evaluations by TMWA indicated this was the most cost effective alternative to provide a redundant supply for the zone and allowed retirement of the old 24-inch transmission pipeline on Plumb Lane to the Hunter Creek Reservoir.

**SCHEDULE:** Design is scheduled for FY 2023 with construction scheduled to begin in FY 2024.



## Distribution System Pressure Improvements Raleigh to Fish Springs Booster Pump Station

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Developer Fees	Raleigh to Fish Springs Booster Pump Station	—	—	—	300	1,600	1,900

**PROJECT DESCRIPTION:** The project involves construction of a new pump station to pump water from the Raleigh Heights zone to the Fish Springs terminal tank when the Fish Springs Wells are off-line or if a main break occurs on the Fish Springs transmission line. In the future, there will be a number of customers served directly from the Fish Springs terminal tank; therefore, it is necessary to provide a secondary supply to maintain continuous water service.

**SCHEDULE:** Implementation will begin in FY 2027 and construction in FY 2028.



**Distribution System Pressure Improvements  
South-West Reno Pump Zone Consolidation Phase 1**

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates / Developer Fees	South-West Pump Zone Consolidation Phase 1	—	—	—	330	3,660	3,990

**PROJECT DESCRIPTION:** The project includes a new high head booster pump station located on Lakeridge golf course property adjacent to Plumas; a new 12-inch suction pipeline from Lakeside Dr.; a high pressure transmission pipeline from the pump station across golf course property to Greensboro and McCarran Blvd.; and another 12-inch pipeline tie to the Ridgeview #1 pump zone. The completion of Phase 1 will allow the retirement of four existing below ground pump stations (Lakeside, Lakeridge, Plumas, Ridgeview #1).

**SCHEDULE:** Design of the improvements is scheduled to begin in FY 2027. Construction is scheduled for FY 2028.



## Distribution System Pressure Improvements

### STMGID Tank #4 Booster Pump Station / Transmission Line

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Developer Fees	STMGID Tank #4 Booster Pump Station / Transmission Line	—	300	1,000	250	1,000	2,550

**PROJECT DESCRIPTION:** The project includes a new booster pump station located near the STMGID Tank 4/5 site and approximately 6,000 feet of 12-inch discharge main to the Mt Rose Water Treatment Plant (WTP). The facilities will provide a supplemental source to the Mt Rose WTP that will back up plant production on the maximum day during drought and will also provide another source of supply for implementing conjunctive use in the area.

**SCHEDULE:** Design of the pipeline and pressure regulating station will begin in FY 2025 and construction will begin in FY 2026. The design and construction of the pump station will begin in FY 2027 with construction following in FY 2028. The need for the pump station may elevate based on an extended drought and source supply to the Mt. Rose WTP.



## Distribution System Pressure Improvements Wildwood Pressure Regulating Station/SCADA Control

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Developer Fees	Wildwood 2 Pressure Regulating Station SCADA Control	—	100	—	—	—	100

**PROJECT DESCRIPTION:** The project involves retrofitting an existing pressure regulating station to SCADA (remote) control to provide additional transfer capacity into the Mt Rose Tank #2 zone. It will be necessary to obtain electrical service to the existing vault; install a new PLC; and to equip the existing pressure regulating valve with solenoid control to allow the valve to be remotely operated from the Glendale control room.

**SCHEDULE:** The project is scheduled for FY 2025 but may be delayed or accelerated depending on the timing of growth and the need for the additional tank fill capacity.



## Distribution System Pressure Improvements South-West Reno Pump Zone Consolidation Phase #2

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates / Developer Fees	South-West Pump Zone Consolidation Phase 2	—	—	—	50	990	1,040

**PROJECT DESCRIPTION:** The project is a continuation of Phase 1 and involves construction of additional water main to further integrate the new South-West Reno pump station and allow the retirement of one more existing underground pump station plus provide backup to two other pump zones.

**SCHEDULE:** Design of the facilities is scheduled to begin in FY 2027. Construction is scheduled to start in FY 2028.



## Distribution System Pressure Improvements Sierra Summit-Kohl's Zone Consolidation

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates	Sierra Summit-Kohl's Zone Consolidation	—	—	—	380	400	780

**PROJECT DESCRIPTION:** The project involves construction of a new pressure regulating station (PRS) at Old Virginia and Sutherland; a short main tie between the former STMGID Well #9 site and the distribution system; and about 950 feet of 8-inch main in Sutherland from the PRS to Sage Hill Road. The improvements will convert an area with very high distribution system pressures to the existing Kohl’s Regulated Zone and would expand the regulated zone by consolidating the Kohl’s, Walmart and Old Virginia #2 regulated pressure zones.

**SCHEDULE:** The project is scheduled for construction in FY 2027.





## Distribution System Pressure Improvements Wild Mustang Regulated Pressure Zone

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates	Wild Mustang Regulated Pressure Zone	—	—	—	50	380	430

**PROJECT DESCRIPTION:** The project involves construction of a new pressure regulator station and approximately 750 linear feet of water main to create a new pressure zone in the Geiger Grade area of the South Truckee Meadows to reduce distribution system pressures in the area.

**SCHEDULE:** Design of the construction is scheduled to begin in FY 2027. Construction is scheduled to start in FY 2028.



## Distribution System Pressure Improvements Thomas Creek #4 PRS

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates	Thomas Creek #4 PRS	—	170	—	—	—	170

**PROJECT DESCRIPTION:** The project involves construction of a new pressure regulator station and approximately 160 liner feet of water main to increase capacity to the Moonrise pressure zone. The increase in capacity will help with replenishing storage in the STMGID Tank and increase fire flow within the zone.

**SCHEDULE:** The project is scheduled for FY 2025.



## Distribution System Pressure Improvements Kings Row 2 Booster Pump Station

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates	Kings Row 2 Booster Pump Station	—	—	150	150	1,500	1,800

**PROJECT DESCRIPTION:** This project will replace the existing underground Kings Row #1 pump station with a new above ground pump station on TMWA property. The project is part of annual booster pump station rehabilitation/replacement program focused on reconstructing existing pump stations above grade.

**SCHEDULE:** Planning and design will occur in FY's 2026-2027 with construction scheduled in FY 2028.



## Distribution System Pressure Improvements Spring Creek Tanks #3&4 Booster Pump Station Modifications

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Developer Fees	Spring Creek Tanks #3&4 Booster Pump Station Modifications	—	—	200	900	—	1,100

**PROJECT DESCRIPTION:** This project will replace an existing 200 GPM pump with a new pump/motor rated for 1,800 GPM at the existing Spring Creek 3/4 Tanks site in Spanish Springs Valley. The existing regulated bypass will also be equipped for SCADA control. The improvements will provide redundant supply to the Desert Springs 3 and Spring Creek 6 tank zones.

**SCHEDULE:** Planning and design will occur in FY 2026 with construction scheduled in FY 2027.



## Distribution System Pressure Improvements Lazy 5 Low Head Pump Station & Mains

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Developer Fees	Lazy 5 Low Head Pump Station & Mains	1,900	800	—	—	—	2,700

**PROJECT DESCRIPTION:** The project involves construction of a new low head pump station located near the existing Lazy 5 Intertie in NE Sparks/Spanish Springs Valley along with suction and discharge mains. TMWA will need to acquire a parcel of land and pipeline easements out to the Pyramid Hwy. The project will increase TMWA’s ability to transfer surface water to the Spanish Springs Valley and may defer more costly groundwater treatment options to increase capacity for growth.

**SCHEDULE:** Construction scheduled to begin in FY 2024 with the project completing in FY 2025.



## Distribution System Pressure Improvements Common (Stonegate) Booster Pump Station

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Reimbursements	Common (Stonegate) Booster Pump Station	—	1,100	1,100	1,100	—	3,300

**PROJECT DESCRIPTION:** The project consists of design and construction of a new booster pump station to deliver the water supply for the proposed Stonegate development in Cold Springs. Suction and discharge pipelines on North Virginia and terminal storage facilities in Cold Springs will be constructed by Stonegate as applicant-installed projects. The pump station will be located on a parcel on North Virginia that has already been acquired by Stonegate. Stonegate is responsible for 100 percent of the project costs.

**SCHEDULE:** Design was initiated in FY 2020 with construction scheduled in FY's 2025-2027.



## Distribution System Pressure Improvements South Hills BPS Replacement

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	South Hills BPS Replacement	—	70	2,750	1,500	—	4,320

**PROJECT DESCRIPTION:** The project involves construction of a new, above grade booster pump station with genset; 3,700 liner feet of 16-inch main, 250 liner feet of 14-inch main and 2,300 linear feet of 12-inch main on Broken Hills Rd, Foothill Rd and Broili; a new Caribou pressure regulator station; and 9 each individual PRV'S on customer service lines.

**SCHEDULE:** Planning and design is scheduled to begin in FY 2025 and construction is scheduled to begin in FY 2026 with the project completing in FY 2027.



## Distribution System Pressure Improvements Sierra Highlands Pressure Regulator System

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates	Sierra Highlands PRS	—	210	—	—	—	210

**PROJECT DESCRIPTION:** The project involves construction of a new pressure regulator station located near the intersection of Sierra Highlands Drive and North McCarran Blvd. to provide a secondary/supplemental supply from the Mae Anne-McCarran zone to the Chalk Bluff zone.

**SCHEDULE:** Construction for the project is scheduled for FY 2025.





**Distribution System Pressure Improvements  
7th Street High & Low Booster Pump Station Replacement**

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	7th Street High & Low BPS Replacement	3,650	—	—	—	—	3,650

**PROJECT DESCRIPTION:** The project will replace 2 underground booster pump stations in the intersection of Keystone Avenue and 7th Street in Northwest Reno. The booster pump stations need rehabilitation and accessing them for maintenance is unsafe and requires major traffic control in the highly traveled intersection. TMWA has been in discussions with NDOT for purchasing a remnant parcel on 7th street east of Keystone Avenue and West of Vine Street.

**SCHEDULE:** Construction for the project is scheduled for FY 2024.



**Distribution System Pressure Improvements  
STMGID NAC Deficiencies - Upper Toll**

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	STMGID NAC Deficiencies - Upper Toll	—	600	2,500	—	—	3,100

**PROJECT DESCRIPTION:** The project consists of main ties, hydrant installations and individual booster pump systems to be constructed in multiple locations in former STMGID service areas to correct NAC pressure and fire flow deficiencies. In order to correct deficiencies in the upper Toll Road area, it will be necessary to create a new higher pressure zone by constructing a new tank, booster pump station and approximately 6,300 linear feet of 12-inch main.

**SCHEDULE:** The new pressure zone on upper Toll Road will be constructed in FY 2026 subject to acquisition of the tank site property which may be private or on BLM property.



## Distribution System Pressure Improvements Verdi 1 Booster Pump Station

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Reimbursements	Verdi 1 BPS	2,500	—	—	—	—	2,500

**PROJECT DESCRIPTION:** This booster pump station is part of the ‘backbone facilities’ necessary to bring more surface water to the Verdi area and meet planned/approved growth via various housing projects underway. The planned capacity is 3,500 gpm.

**SCHEDULE:** Design will begin in FY 2023 and construction will occur in FY 2024.



## Distribution System Pressure Improvements Santerra Quillici 1 Booster Pump Station

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Reimbursements	Santerra Quillici 1 BPS	450	—	—	—	—	450

**PROJECT DESCRIPTION:** This booster pump station will be located next to the Boomtown Tanks to provide service to the portions of Santerra Quillici project located higher in elevation than can be served by existing infrastructure. The planned capacity is 1,000 gpm.

**SCHEDULE:** Design will begin in FY 2023 and construction will occur in FY 2024.



## Distribution System Pressure Improvements Santerra Quillici 2 Booster Pump Station

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Reimbursements	Santerra Quillici 2 BPS	30	—	—	—	—	30

**PROJECT DESCRIPTION:** This pump station will be located next to the Boomtown Tanks to provide service to the portions of Santerra Quillici project located higher in elevation than can be served by existing infrastructure. The planned capacity is 415 gpm.

**SCHEDULE:** Design and construction will occur in FY 2024.



## Distribution System Pressure Improvements Silver Hills Booster Pump Station

### FUNDING TIMELINE:

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Reimbursements	Silver Hills BPS	—	3,000	—	—	—	3,000

**PROJECT DESCRIPTION:** The booster pump station will be located next to the Army Air well at the Reno Stead Airport to provide service to the Silver Hills project located to the west of the Airport and on either side of Red Rock Road. The planned capacity is 2,000 gpm.

**SCHEDULE:** Construction will occur in FY 2025.



## Distribution System Pressure Improvements Ascente BPS

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Reimbursements	Ascente BPS	—	2,100	—	—	—	2,100

**PROJECT DESCRIPTION:** The Ascente Pump Station will be located within the Ascente development in South Truckee Meadows. It will pump from the existing Mt. Rose 2 tank to the new Ascente Tank. The planned capacity will be 250 gpm but will also have fire pump capacity in the event of a tank outage. The pump station is located in a NV Energy PSOM (preventative maintenance outage management) area and will require a backup generator.

**SCHEDULE:** Design and Construction is scheduled for FY 2025.



## Distribution System Pressure Improvements STMGID Conjunctive Use Facilities - Arrowcreek BPS

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	STMGID Conjunctive Use Facilities - Arrowcreek BPS	400	—	—	—	—	400

**PROJECT DESCRIPTION:** The project involves construction of a new booster pump station on the reclaim water reservoir site on Arrowcreek Parkway and approximately 8,100 linear feet of 14-inch discharge pipe on Arrowcreek Parkway to the STMGID Tank 4/5 pressure zone. The facilities will provide off-peak supply which will allow TMWA to implement conjunctive use in the STMGID West system.

**SCHEDULE:** Construction of the pipeline was completed in FY 2019 and the booster pump station design/construction is scheduled to be completed in FY 2024.





**Distribution System Pressure Improvements  
STMGID Conjunctive Use Facilities - Whites Creek Ln**

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	STMGID Conjunctive Use Facilities - Whites Creek Ln	1,000	—	—	—	—	1,000

**PROJECT DESCRIPTION:** This project includes the completion of pressure zone improvements for the new Whites Creek Zone. The pipeline and check valve improvements will serve to complete improvements necessary for fire flows at the highest elevation hydrant on Whites Creek Lane.

**SCHEDULE:** Construction is schedule for FY2024.



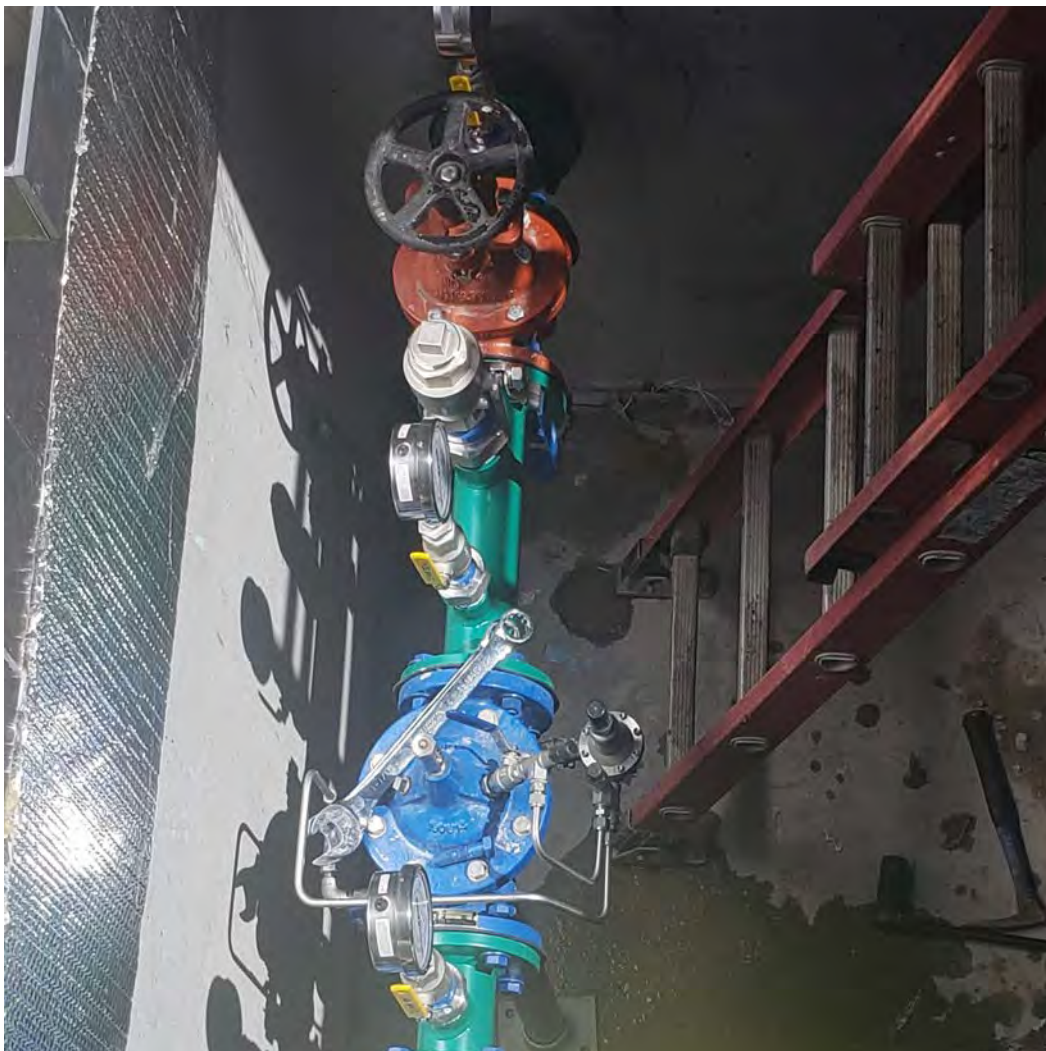
## Distribution System Pressure Improvements Tappan 2 Pressure Regulator System

### FUNDING TIMELINE:

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates	Tappan 2 PRS	250	—	—	—	—	250

**PROJECT DESCRIPTION:** The project will provide the Tappan Reg zone with more redundancy and a second source of supply. The location is approximate and subject to easement acquisition and timing.

**SCHEDULE:** Planned for design/construction in FY 2024 if land acquisition timing allows.



## WATER MAIN DISTRIBUTION & SERVICE LINE IMPROVEMENTS Summary

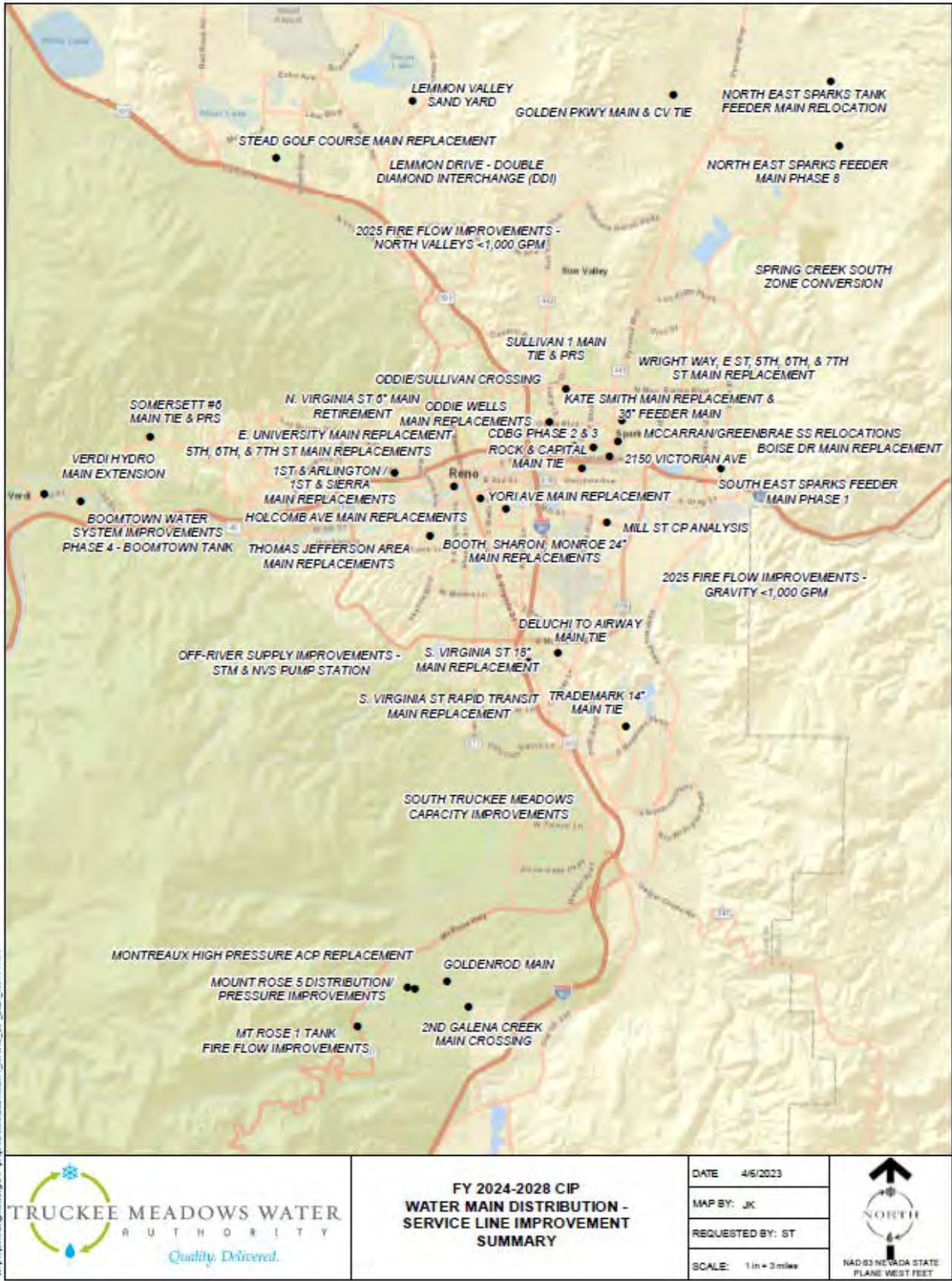
Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Street & Highway Main Replacements	1,000	4,000	5,000	5,000	5,000	20,000
1	Customer Rates	Golden Parkway Main & Check Valve Tie	180	—	—	—	—	180
1	Customer Rates	McCarran/Greenbrae SS Relocations	400	—	—	—	—	400
1	Customer Rates	Boise Drive Main Replacement	20	—	—	—	—	20
1	Customer Rates	Holcomb Ave Main Replacements	20	—	—	—	—	20
1	Customer Rates	Oddie-Sullivan Crossing	150	—	—	—	—	150
1	Customer Rates	1st and Arlington Main Replacement	87	—	—	—	—	87
1	Customer Rates	2150 Victorian Ave Service Relocation	100	—	—	—	—	100
1	Customer Rates	1st and Sierra St. Main Replacement	250	—	—	—	—	250
1	Customer Rates	Yori & E. University Main Replacement	2,500	—	—	—	—	2,500
1	Customer Rates	Kate Smith Area Main Replacment-6"	1,900	1,900	1,900	—	—	5,700
1	Customer Rates	Kate Smith Sparks Feeder Main-36"	1,500	—	—	—	—	1,500
1	Customer Rates	CDBG Phase 2 and 3 Main Replacement	700	—	—	—	—	700
1	Customer Rates	Thomas Jefferson Area Main Replacements	150	3,800	—	—	—	3,950
1	Customer Rates	Thomas Jefferson - Sharon 24" Main Replacement	150	3,100	—	—	—	3,250
1	Customer Rates	N. Virginia Street 6" Main Retirement	100	—	—	—	—	100
1	Customer Rates	S. Virginia Rapid Transit Main Replacement	—	150	—	—	—	150
1	Customer Rates	5th, 6th & 7th St. Water Main Replacements	20	—	—	—	—	20
1	Customer Rates	Wright Way, E St, 5th, 6th & 7th Replacements	20	—	—	—	—	20
1	Developer Fees	Oddie Wells Main Replacement	20	—	—	—	—	20
2	Customer Rates	Spring Creek South Zone Conversion	200	—	—	—	—	200
2	Customer Rates	Booth, Sharon Way, Monroe 24" Main Replacements	2,000	2,000	1,000	—	—	5,000
2	Developer Fees	North-East Sparks Tank Feeder Main Relocation	—	—	975	—	—	975

Truckee Meadows Water Authority FY 2024 - 2028 Capital Improvement Plan

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Developer Fees	Trademark 14" Main Tie	470	—	—	—	—	470
2	Customer Rates	Mount Rose Tank 1 Fire Flow Improvements	—	—	400	570	—	970
2	Customer Rates / Developer Fees	Stead Golf Course Main Replacement	—	—	170	2,400	—	2,570
1	Developer Fees	North-East Sparks Feeder Main Ph. 8	—	50	2,050	—	—	2,100
1	Developer Fees	Mount Rose 5 Distribution / Pressure Improvements	750	—	—	—	—	750
2	Developer Fees	Goldenrod Main	100	1,200	—	—	—	1,300
1	Developer Fees	Boomtown Water System Improvements	500	1,750	—	—	—	2,250
1	Customer Rates / Developer Fees	Boomtown System Improvements Ph 4 - Boomtown Tank	445	—	—	—	—	445
2	Customer Rates / Developer Fees	Sullivan #1 Main Tie & PRS	—	—	—	100	650	750
2	Customer Rates	Montreux High Pressure ACP Replacement	—	—	520	1,060	—	1,580
2	Customer Rates	2nd Galena Creek Main Crossing	—	40	560	—	—	600
2	Customer Rates	Off-River Supply Improvements - South Truckee Meadows	—	—	—	50	1,050	1,100
2	Customer Rates	Off-River Supply Improvements - North Virginia-Stead Pump Station	—	—	400	—	—	400
2	Customer Rates	Somersett #6 Main Tie & PRS	—	280	—	—	—	280
1	Customer Rates	2025 Fire Flow Improvements - Gravity <1,000 GPM	—	—	—	550	—	550
1	Customer Rates	2025 Fire Flow Improvements - North Valleys <1,000 GPM	—	—	—	940	—	940
2	Developer Fees	Deluchi to Airway Main Tie	—	—	—	440	—	440
1	Developer Fees	South-East Sparks Feeder Main Phase 1	—	—	—	50	4,450	4,500
1	Developer Fees	South Truckee Meadows Capacity Improvements	800	—	—	—	—	800
<b>Subtotal Water Main Distribution Improvements</b>			<b>14,532</b>	<b>18,270</b>	<b>12,975</b>	<b>11,160</b>	<b>11,150</b>	<b>68,087</b>

**Project Locations:** Map of all *Water Main Distribution Service Line Improvements* projects are highlighted in the following map.

# Truckee Meadows Water Authority FY 2024 - 2028 Capital Improvement Plan



## FY 2024-2028 CIP WATER MAIN DISTRIBUTION - SERVICE LINE IMPROVEMENT SUMMARY

DATE	4/5/2023
MAP BY:	JK
REQUESTED BY:	ST
SCALE:	1 in = 3 miles



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## Water Main-Distribution Service Line Improvements Street & Highway Main Replacements

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Street & Highway Main Replacements	1,000	4,000	5,000	5,000	5,000	20,000

**PROJECT DESCRIPTION:** Provision is made each year for water main replacements in conjunction with repaving efforts by the City of Reno, City of Sparks, Washoe County and RTC. In addition to repaving projects, TMWA coordinates water main replacements with sewer main replacements in areas where TMWA also has older water lines. TMWA plans for up to \$5.0 million annually for these efforts, so that TMWA can capitalize on repaving projects planned by other entities. Anticipated spending in the out years is reflective of historical activity. Levels of spending can vary year to year and are difficult to predict. These efforts by far are the largest expenditure in the water system rehabilitation category.

**SCHEDULE:** Projects are identified and prioritized on an annual basis.



## Water Main-Distribution Service Line Improvements Golden Parkway Main & Check Valve Tie

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Golden Parkway Main & Check Valve Tie	180	—	—	—	—	180

**PROJECT DESCRIPTION:** This project will establish water system redundancy in the Spanish Springs area and includes the construction of 350 linear feet of 8-inch diameter main and an associated check valve adjacent to the Eagle Canyon Pressure Reducing Station (PRS).

**SCHEDULE:** Construction is scheduled for FY 2024.



## Water Main-Distribution Service Line Improvements McCarran/Greenbrae SS Relocations

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	McCarran/Greenbrae SS Relocations	400	—	—	—	—	400

**PROJECT DESCRIPTION:** Section replacements ahead of, and in coordination with, the City of Sparks Sanitary Sewer (SS) Rehabilitation project along McCarran Blvd between Prater Way and Greenbrae Drive.

**SCHEDULE:** Construction is scheduled for FY 2024.





## Water Main-Distribution Service Line Improvements Boise Drive Main Replacement

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Boise Drive Main Replacement	20	—	—	—	—	20

**PROJECT DESCRIPTION:** Relocate approximate 1,300 linear feet of 6-inch AC/transite pipe due to close proximity of new deep, 24-inch sanitary sewer. Remove and dispose of retired AC/transite pipe.

**SCHEDULE:** Construction is scheduled for FY 2024.



## Water Main-Distribution Service Line Improvements Holcomb Ave Main Replacements

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Holcomb Ave Main Replacements	20	—	—	—	—	20

**PROJECT DESCRIPTION:** Replace approximately 800 linear feet of old cast iron water main ahead of upcoming RTC road reconstruction project. Includes upsize existing 4-inch cast iron water main to 6-inch for fire flow as identified in TMWA CIP plan.

**SCHEDULE:** Construction is scheduled for FY 2024.



## Water Main-Distribution Service Line Improvements Oddie-Sullivan Crossing

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Oddie-Sullivan Crossing	150	—	—	—	—	150

**PROJECT DESCRIPTION:** Replace existing 20-inch main crossing at Oddie-Sullivan intersection due to RTC storm drain conflict. Also included is 8-inch connection from Sullivan to Merchant Street.

**SCHEDULE:** Construction is scheduled for FY 2024.



## Water Main-Distribution Service Line Improvements 1st and Arlington Main Replacement

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	1st and Arlington Main Replacement	87	—	—	—	—	87

**PROJECT DESCRIPTION:** This project includes the removal and replacement of 75 linear feet of cast iron (1939) pipe and 40 linear feet of transite with new ductile iron pipe under the 1st Street and Arlington Ave Intersection. Replace existing 6-inch cast iron water service (main to face of curb) for 100 N. Arlington Ave and adjacent fire service.

**SCHEDULE:** Construction is scheduled to be completed in FY 2024.



## Water Main-Distribution Service Line Improvements 2150 Victorian Ave Service Relocation

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	2150 Victorian Ave Service Relocation	100	—	—	—	—	100

**PROJECT DESCRIPTION:** This project is in conjunction with E Street alley reconstruct and sanitary sewer work to retire existing 4-inch cast iron main. The main currently has one service off of it for 2150 Victorian Ave. This service will be relocated to come off of Victorian Ave.

**SCHEDULE:** Construction is scheduled for FY 2024.



## Water Main-Distribution Service Line Improvements 1st and Sierra St. Main Replacement

### FUNDING TIMELINE:

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	1st and Sierra St. Main Replacement	250	—	—	—	—	250

**PROJECT DESCRIPTION:** The project involves relocating approximately 100 linear feet of 6-inch main and replace approximately 50 linear feet of 12-inch main. Tie over mains and services with work included with the RTC street reconstruction contract.

**SCHEDULE:** Construction is scheduled for FY 2024.



## Water Main-Distribution Service Line Improvements Yori & E. University Main Replacement

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Yori & E. University Main Replacement	2,500	—	—	—	—	2,500

**PROJECT DESCRIPTION:** The project involves replacing approximately 5,000 linear feet of older cast iron pipe ahead of 2024 City of Reno street rehabilitation work. Includes railroad crossing at 8th and Record Street.

**SCHEDULE:** Construction is scheduled for FY 2024.



**Water Main-Distribution Service Line Improvements  
Kate Smith Area Main Replacment-6"**

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Kate Smith Area Main Replacment-6"	1,900	1,900	1,900	—	—	5,700

**PROJECT DESCRIPTION:** Replacement of approximately 9,000 linear feet of older 6-inch and 8-inch cast iron and transite mains. This work is in coordination with the City of Sparks Kate Smith Area road reconstruction projects.

**SCHEDULE:** Construction is scheduled for FY's 2024-2026.





## Water Main-Distribution Service Line Improvements Kate Smith Sparks Feeder Main-36"

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Kate Smith Sparks Feeder Main-36"	1,500	—	—	—	—	1,500

**PROJECT DESCRIPTION:** Installation of approximately 1,500 linear feet of 36-inch ductile iron pipe on F Street from Rock Blvd to 19th Street and 19th Street from Prater Way to F Street. This work is in coordination with the City of Sparks Kate Smith School Area street reconstruction projects.

**SCHEDULE:** Construction is scheduled for FY 2024.



## Water Main-Distribution Service Line Improvements CDBG Phase 2 and 3 Main Replacement

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	CDBG Phase 2 and 3 Main Replacement	700	—	—	—	—	700

**PROJECT DESCRIPTION:** Replacement of approximately 2,000 linear feet of older 4-inch and 6-inch cast iron mains in conjunction with the City of Sparks Community Development Block Grant (CDBG) street reconstruction projects.

**SCHEDULE:** Construction is scheduled for FY 2024.



## Water Main-Distribution Service Line Improvements Thomas Jefferson Area Main Replacements

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Thomas Jefferson Area Main Replacements	150	3,800	—	—	—	3,950

**PROJECT DESCRIPTION:** Replacement of approximately 8,500 liner feet of older 4-inch, 6-inch and 8-inch cast iron mains. This work is in coordination with the City of Reno Thomas Jefferson, California and Sharon/Marsh road reconstruction projects.

**SCHEDULE:** Planning and design will be completed in FY 2024. Construction will be completed in FY 2025.



## Water Main-Distribution Service Line Improvements Thomas Jefferson - Sharon 24" Main Replacement

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Thomas Jefferson - Sharon 24" Main Replacement	150	3,100		—	—	3,250

**PROJECT DESCRIPTION:** Replacement of approximately 3,100 linear feet of 24-inch steel main on Sharon Way from Plumb Lane to Marsh Avenue. This work is in coordination with the City of Reno Thomas Jefferson, California and Sharon/Marsh road reconstruction projects.

**SCHEDULE:** Planning and design will be completed in FY 2024. Construction will be completed in FY 2025.



## Water Main-Distribution Service Line Improvements N. Virginia Street 6" Main Retirement

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	N. Virginia Street 6" Main Retirement	100	—	—	—	—	100

**PROJECT DESCRIPTION:** Retirement of approximately 1,200 linear feet of 6-inch cast iron pipe and related service work. This work is in coordination with RTC's roadway reconstruction project on N. Virginia Street from 15th Street to McCarran Blvd.

**SCHEDULE:** Construction is scheduled for FY 2024.



## Water Main-Distribution Service Line Improvements S. Virginia Rapid Transit Main Replacement

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	S. Virginia Rapid Transit Main Replacement	—	150	—	—	—	150

**PROJECT DESCRIPTION:** Replacement of a minimum 2,000 linear feet to a maximum of 5,100 linear feet of older 6-inch, 8-inch and 12-inch cast iron main. Final scope to be determined. This work is in coordination with RTC’s Rapid Transit Project on S. Virginia Street from Moana Lane to Plumb Lane.

**SCHEDULE:** Construction is scheduled for FY 2025.



**Water Main-Distribution Service Line Improvements  
5th, 6th & 7th St. Water Main Replacements**

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	5th, 6th & 7th St. Water Main Replacements	20	—	—	—	—	20

**PROJECT DESCRIPTION:** Replace approximately 1,600 linear feet of 4-inch and 6-inch cast iron main on 5th, 6th and 7th Streets between G and H Street. Work to be completed prior to City of Sparks road reconstruct on same same streets.

**SCHEDULE:** Construction is scheduled for FY 2023 completing in FY 2024.



## Water Main-Distribution Service Line Improvements Wright Way, E St, 5th, 6th & 7th Replacements

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Wright Way, E St, 5th, 6th & 7th Replacements	20	—	—	—	—	20

**PROJECT DESCRIPTION:** Replace approximately 5,800 linear feet of 4-inch and 6-inch cast iron and transite water main with ductile iron. Perform tie overs, service connections and replacements as needed.

**SCHEDULE:** Construction is scheduled for FY 2023 completing in FY2024.





## Water Main-Distribution Service Line Improvements Oddie Wells Main Replacement

### FUNDING TIMELINE:

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Developer Fees	Oddie Wells Main Replacement	20	—	—	—	—	20

**PROJECT DESCRIPTION:** The project involves replacing approximately 3,500 linear feet of cast iron water main. Existing water main to be grouted in place.

**SCHEDULE:** Construction is scheduled for FY 2023 completing in FY 2024.



## Water Main-Distribution Service Line Improvements Spring Creek South Zone Conversion

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates	Spring Creek South Zone Conversion	200	—	—	—	—	200

**PROJECT DESCRIPTION:** The project involves construction of approximately 2,800 linear feet of various size water mains, several interties, retirement of several mains and facilities including the existing Spring Creek Tanks. New water mains include 2,060 linear feet of 12-inch on Pyramid Highway and 300 linear feet of 8-inch main across Pyramid Highway at Spring Ridge.

**SCHEDULE:** Implementation and construction will be completed in FY 2024.



## Water Main-Distribution Service Line Improvements Booth, Sharon Way, Monroe 24" Main Replacements

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates	Booth, Sharon Way, Monroe 24" Main Replacements	2,000	2,000	1,000	—	—	5,000

**PROJECT DESCRIPTION:** This project is a continuation of the previously constructed California-Marsh Intertie to provide reliable emergency capacity to the Hunter Creek gravity zone. The project consists of about 6,900 linear feet of 24-inch main on Booth, Sharon to Plumb Lane and on Monroe between Sharon and Nixon to supply the Nixon-Monroe regulator.

**SCHEDULE:** Construction is scheduled for FY's 2024-2026. TMWA will attempt to coordinate construction with other municipal infrastructure projects if possible, but the existing pipes will be 74-years old by the proposed construction date.



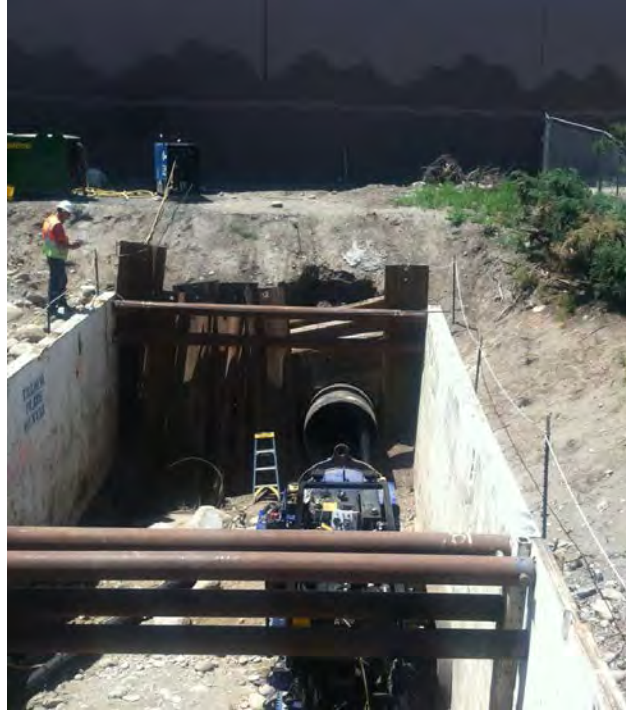
## Water Main-Distribution Service Line Improvements North-East Sparks Tank Feeder Main Relocation

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Developer Fees	North-East Sparks Tank Feeder Main Relocation	—	—	975	—	—	975

**PROJECT DESCRIPTION:** The North-East Sparks Tank Feeder Main was constructed in 1988 within private easements several years prior to the construction of South Los Altos Parkway. The final alignment selected for South Los Altos Parkway does not follow the alignment of the tank feeder main. As a result, the tank feeder main now runs through developed properties next to buildings, under parking areas and at considerable depth in some locations. This situation presents potential problems for access to the pipe for maintenance and repair of the critical pipeline. This project will relocate approximately 3,000 linear feet of the 18-inch tank feeder main out into the public right-of-way in South Los Altos Parkway.

**SCHEDULE:** Design and the improvements are scheduled for FY 2026.



## Water Main-Distribution Service Line Improvements Trademark 14" Main Tie

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Developer Fees	Trademark 14" Main Tie	470	—	—	—	—	470

**PROJECT DESCRIPTION:** This project involves construction of approximately 350 linear feet of 14-inch water main from Trademark to South Meadows Parkway, including crossing of an existing major drainage channel. The project will increase transmission capacity in the Double Diamond system to meet the needs of growth.

**SCHEDULE:** Construction is scheduled to be completed in FY 2024.



## Water Main-Distribution Service Line Improvements Mount Rose Tank 1 Fire Flow Improvements

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates	Mount Rose Tank 1 Fire Flow Improvements	—	—	400	570	—	970

**PROJECT DESCRIPTION:** The project involves reconstruction of an existing pressure regulator station at Mt. Rose Tank #1, a new pressure regulator station on Blue Spruce and approximately 3,100 linear feet of 10-inch water main on Blue Spruce and Douglas Fir to increase system pressure and fire flow capacity to existing customers in Galena Forest Estates. Existing fire flows are currently less than 1,000 GPM in the area.

**SCHEDULE:** Planning and design will be completed in FY 2026. Construction will occur in FY's 2026-2027.



## Water Main-Distribution Service Line Improvements Stead Golf Course Main Replacement

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates / Developer Fees	Stead Golf Course Main Replacement	—	—	170	2,400	—	2,570

**PROJECT DESCRIPTION:** The project consists of replacement of about 10,000 linear feet of 14-inch steel pipe installed around 1945. The pipe provides an important hydraulic tie between the Stead tanks and the northeast extremities of the Stead distribution system. The pipeline may also be useful to alleviate an existing bottleneck between the Stead wells and the distribution system.

**SCHEDULE:** The project is scheduled for construction to be completed in FY 2027.



## Water Main-Distribution Service Line Improvements North-East Sparks Feeder Main Ph. 8

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Developer Fees	North-East Sparks Feeder Main Ph. 8	—	50	2,050	—	—	2,100

**PROJECT DESCRIPTION:** The project involves construction of approximately 6,400 linear feet of 14-inch water main on Satellite Drive from Vista Blvd to Sparks Blvd to increase capacity for growth in Spanish Springs and maintain adequate suction pressure at the Satellite Hills booster pump station.

**SCHEDULE:** Design is scheduled for FY 2025 and the improvements will be constructed in FY 2026.





## Water Main-Distribution Service Line Improvements Mount Rose 5 Distribution / Pressure Improvements

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Developer Fees	Mount Rose 5 Distribution / Pressure Improvements	750	—	—	—	—	750

**PROJECT DESCRIPTION:** Improvements are intended to provide off-peak conjunctive use supply. The proposed improvements are intended to be consistent with future improvements to improve peaking supply to the Mt. Rose system and will reduce pressure in the high pressure pipeline downhill of Mt. Rose Well 5. It will also increase the off-peak pumping capacity of surface water into the Mt. Rose 1 and 4 tanks to 650 GPM from 400 GPM. Future phases are intended to increase system redundancy and further reduce high pressures in the system.

**SCHEDULE:** Construction is scheduled to be completed in FY 2024.



## Water Main-Distribution Service Line Improvements Goldenrod Main

### FUNDING TIMELINE:

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Developer Fees	Goldenrod Main	100	1,200	—	—	—	1,300

**PROJECT DESCRIPTION:** The project involves construction of approximately 4,500 linear feet of 12-inch water main from the Tessa West Well to the intersection of Goldenrod and Mountain Meadows Lane. This project will provide additional capacity between the Arrowcreek and Mt. Rose systems for Mt. Rose 2 tank fills and for on-peak supply from the Mt. Rose Water Treatment Plant.

**SCHEDULE:** Design is planned in FY 2024 and construction is planned in FY 2025.



## Water Main-Distribution Service Line Improvements Boomtown Water System Improvements

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Developer Fees	Boomtown Water System Improvements	500	1,750	—	—	—	2,250

**PROJECT DESCRIPTION:** The Boomtown system requires several high priority improvements to bring the system into compliance with NAC 445A regulations and TMWA standards and to allow efficient operation and maintenance of the water facilities. The improvements consist of upgrades to three existing wells (pump to waste facilities, SCADA, new pumps, new motors, new starters and arc flash analyses), tank site improvements (grading, drainage, overflow, fencing, paving, sampling vault, SCADA) and tank access improvements.

**SCHEDULE:** The improvements will be designed and constructed in FY's 2024-2025.



## Water Main-Distribution Service Line Improvements Sullivan #1 Main Tie & PRS

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates / Developer Fees	Sullivan #1 Main Tie & PRS	—	—	—	100	650	750

**PROJECT DESCRIPTION:** The project involves construction of about 1,300 linear feet of 10-inch main on El Rancho and a new pressure regulator station to supply the Sullivan #1 zone. The project timeline assumes that the proposed Sun Valley #2 Tank and Sullivan #2 pump station are in service.

**SCHEDULE:** Planning and design is scheduled to begin in FY 2027 with construction scheduled in FY 2028.



## Water Main-Distribution Service Line Improvements Montreux High Pressure ACP Replacement

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates	Montreux High Pressure ACP Replacement	—	—	520	1,060	—	1,580

**PROJECT DESCRIPTION:** The project involves replacement of approximately 6,500 linear feet of existing 10-inch transite water main between Mt Rose Well #5 and Joy Lake Road. The existing ACP pipe installed in the 1970's is currently operated at pressures between 120-250 psi.

**SCHEDULE:** Planning and design will occur in FY 2026 with construction to be completed in FY 2027.



## Water Main-Distribution Service Line Improvements 2nd Galena Creek Main Crossing

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates	2nd Galena Creek Main Crossing	—	40	560	—	—	600

**PROJECT DESCRIPTION:** The project involves construction of approximately 2,200 linear feet of 10-inch ductile iron water main between Breithorn Cir. and Piney Creek Parklet including a crossing of Galena Creek. The existing 10" ACP pipe that crosses Galena Creek is currently the only tie between well sources and storage tanks.

**SCHEDULE:** Design will occur in FY 2025 with construction to be completed in FY 2026.



## Water Main-Distribution Service Line Improvements Off-River Supply Improvements - South Truckee Meadows

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates	Off-River Supply Improvements - South Truckee Meadows	—	—	—	50	1,050	1,100

**PROJECT DESCRIPTION:** The project involves construction of four SCADA controlled, pressure reducing bypass stations in strategic locations in the South Truckee Meadows to allow excess well capacity and excess Mt. Rose Water Treatment Plant capacity to be provided to the Highland gravity zone in case of loss supply from the Truckee River. Two additional bypasses (Arrowcreek BPS & future Veteran's BPS) will be constructed separately under the budget for those facilities.

**SCHEDULE:** Planning and design will occur in FY 2027 with construction to be completed in FY 2028.



**Water Main-Distribution Service Line Improvements  
Off-River Supply Improvements - North Virginia-Stead Pump Station**

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates	Off-River Supply Improvements - North Virginia-Stead Pump Station	—	—	400	—	—	400

**PROJECT DESCRIPTION:** The project involves construction of a SCADA controlled, pressure reducing bypass station at the North Virginia-Stead booster pump station to allow excess Fish Springs well capacity to be provided to the Highland gravity zone in case of loss supply from the Truckee River.

**SCHEDULE:** Project implementation and construction will occur in FY 2026.





## Water Main-Distribution Service Line Improvements Somerset #6 Main Tie & PRS

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates	Somerset #6 Main Tie & PRS	—	280	—	—	—	280

**PROJECT DESCRIPTION:** The project involves construction of about 600 linear feet of 10-inch main within improved paved pathway and a new pressure regulator station to provide a secondary source to Somerset Village 6.

**SCHEDULE:** Project implementation and construction will occur in FY 2025.



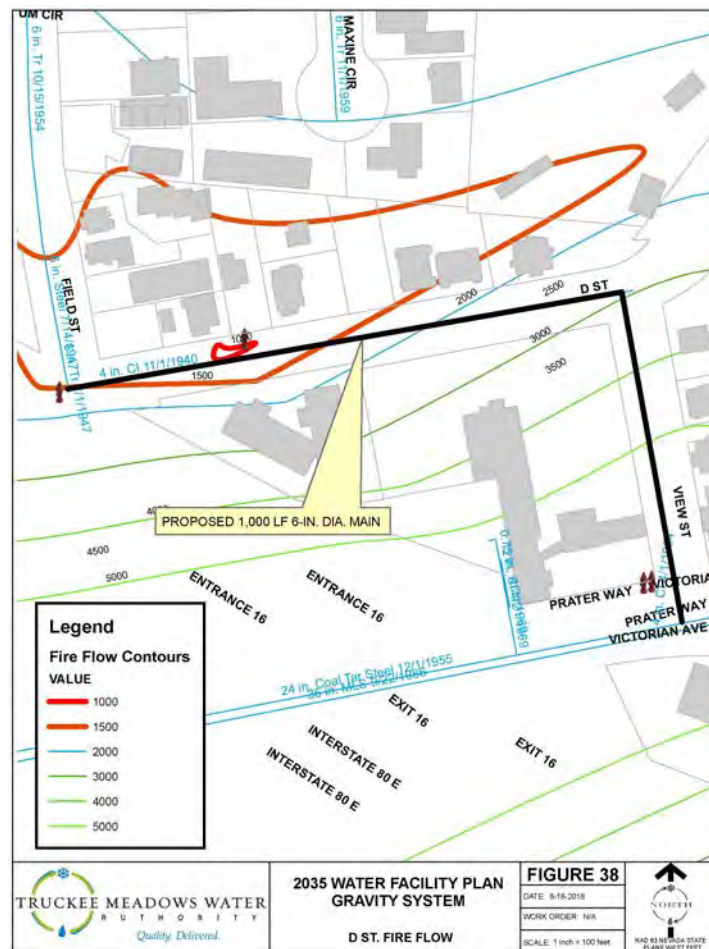
## Water Main-Distribution Service Line Improvements 2025 Fire Flow Improvements - Gravity <1,000 GPM

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	2025 Fire Flow Improvements - Gravity <1,000 GPM	—	—	—	550	—	550

**PROJECT DESCRIPTION:** The project involves improvements at five separate locations in the gravity zone that have an available fire flow of less than 1,000 GPM. Reference Pages 20-22 of the 2035 WFP – Items 14,18,20,25,31 (also Figures 38,42,44,49,55). Construction consists of approximately 1,900 linear feet of new 6-inch and 8-inch main including new hydrant taps and laterals.

**SCHEDULE:** The improvements are scheduled for construction in FY 2027.



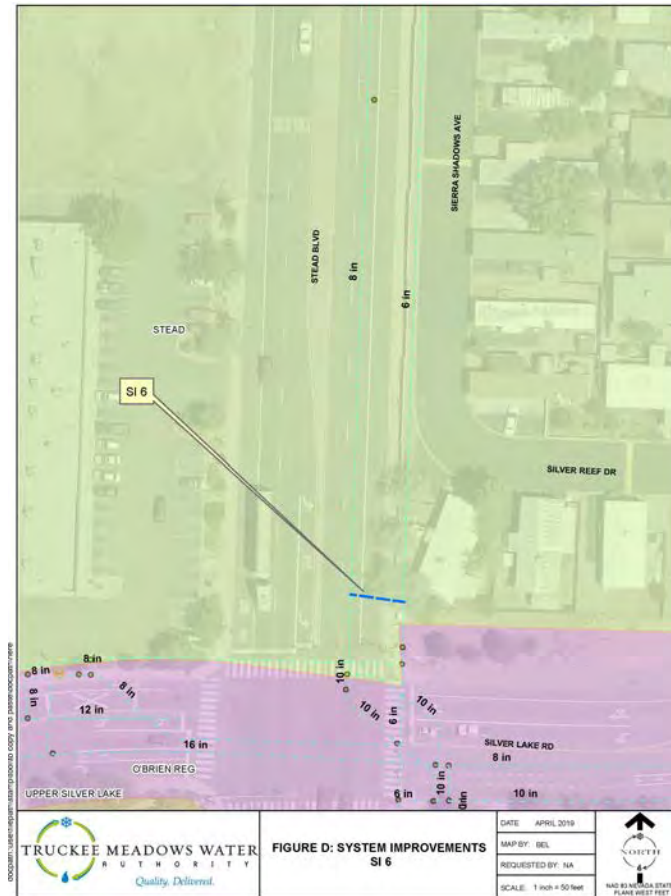
## Water Main-Distribution Service Line Improvements 2025 Fire Flow Improvements - North Valleys <1,000 GPM

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
<b>1</b>	Customer Rates	2025 Fire Flow Improvements - North Valleys <1,000 GPM	—	—	—	940	—	940

**PROJECT DESCRIPTION:** This project involves improvements at two separate locations that have an available fire flow of less than 1,000 GPM. Reference Items SI6 and SI7 on pages 6-7 of the North Valleys section of the 2035 Water Facilities Plan (also Figures D and E). Construction of approximately 3,500 linear feet of new 6-inch and 8-inch main and new high pressure Regulating Station.

**SCHEDULE:** The improvements are scheduled for construction in FY 2027.



## Water Main-Distribution Service Line Improvements Deluchi to Airway Main Tie

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Developer Fees	Deluchi to Airway Main Tie	—	—	—	440	—	440

**PROJECT DESCRIPTION:** The project involves construction of approximately 1,200 linear feet of 14-inch main from Deluchi to Airway including crossing a major storm drainage channel. The project promotes looping of the distribution system and provides additional North to South peak period capacity.

**SCHEDULE:** The project is scheduled for construction in FY 2027.



## Water Main-Distribution Service Line Improvements South-East Sparks Feeder Main Phase 1

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Developer Fees	South-East Sparks Feeder Main Phase 1	—	—	—	50	4,450	4,500

**PROJECT DESCRIPTION:** The project involves construction of approximately 9,700 linear feet of 24-inch main on Greg Street between 21st Street and Stanford to provide additional capacity for future growth and to lower peak period pressure in the area.

**SCHEDULE:** Planning and design are scheduled to begin in FY 2027 and construction is scheduled to begin in FY 2028.



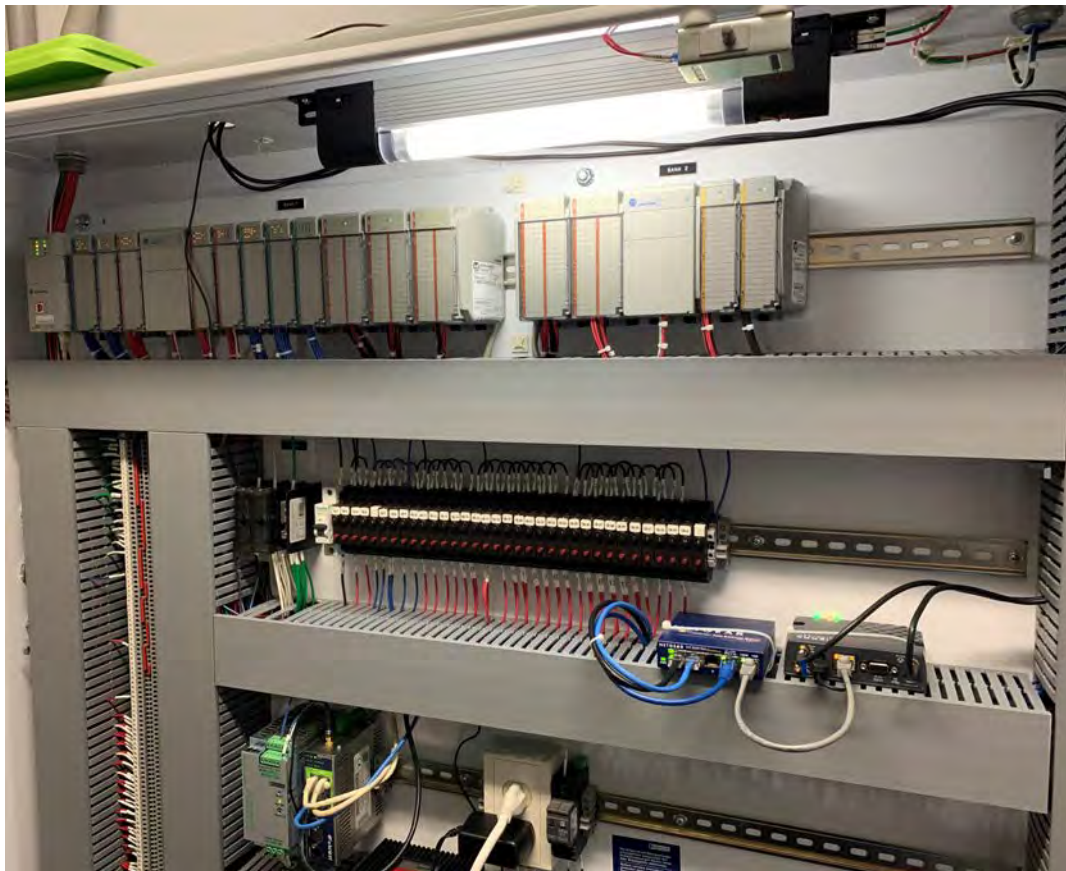
## Water Main-Distribution Service Line Improvements South Truckee Meadows Capacity Improvements

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Developer Fees	South Truckee Meadows Capacity Improvements	800	—	—	—	—	800

**PROJECT DESCRIPTION:** The project involves construction of approximately 1,500 linear feet of 14-inch main on Offenhauser and Gateway with a SCADA controlled valve installed in an underground vault to provide an intertie between the Longley and Double Diamond systems. Also included is a short 8-inch main tie at Bluestone and Portman. The improvements increase capacity to the South Truckee Meadows system.

**SCHEDULE:** Construction is scheduled for FY 2024.

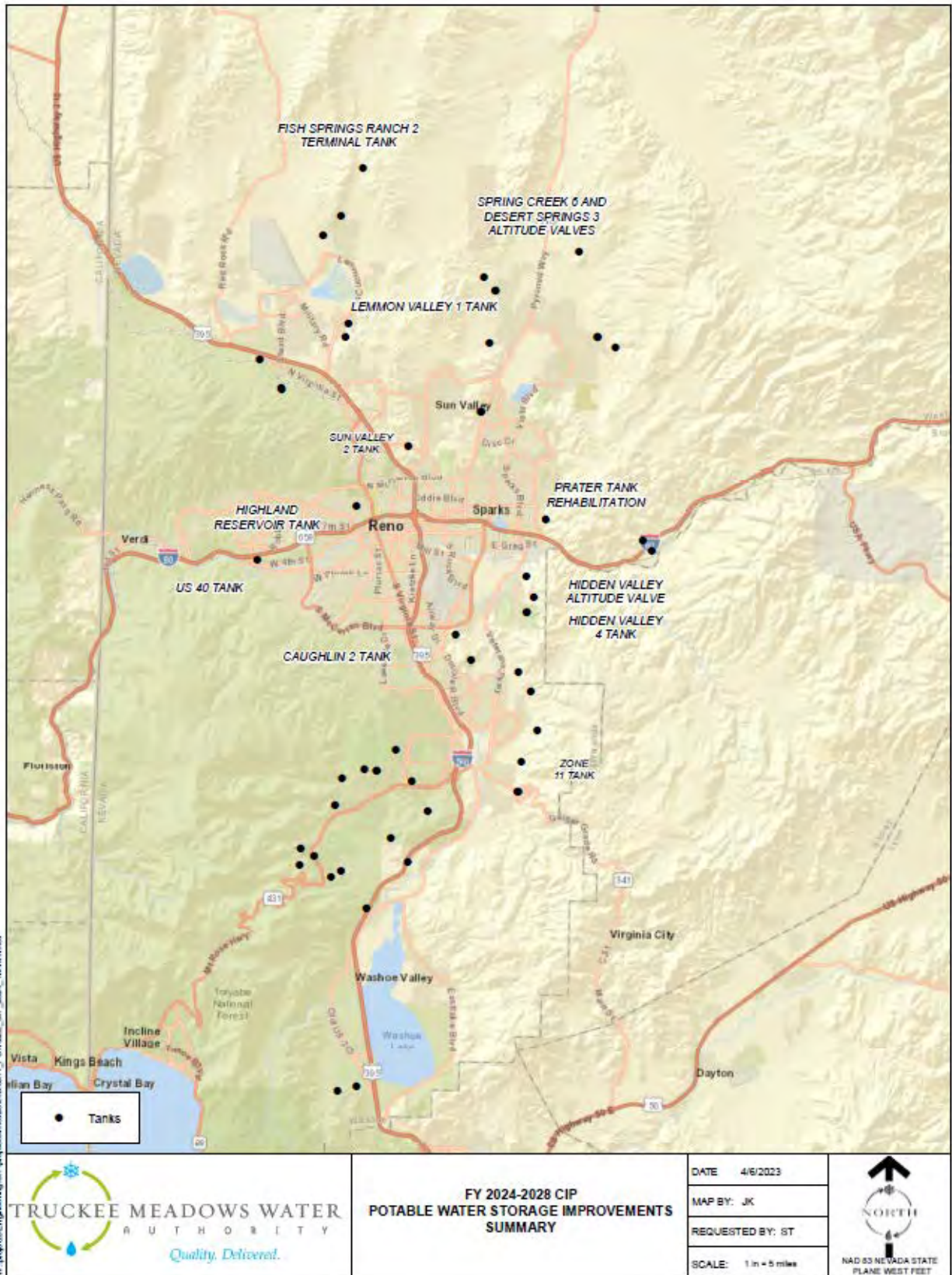


**POTABLE WATER STORAGE IMPROVEMENTS**  
**Summary**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates / Developer Fees	Sun Valley #2 Tank	—	420	2,980	—	—	3,400
2	Developer Fees	Fish Springs Terminal Tank #2	—	—	—	40	2,160	2,200
1	Customer Rates	Storage Tank Recoats; Access; Drainage Improvements	6,000	4,500	4,500	5,000	5,000	25,000
1	Customer Rates	Caughlin 2 Tanks	—	500	1,000	1,500	—	3,000
2	Customer Rates / Developer Fees	Highland Reservoir Tank	—	2,000	4,700	—	—	6,700
1	Customer Rates / Developer Fees	STMGID Tank East Zone 11 Tank	—	—	175	2,900	—	3,075
1	Customer Rates / Reimbursements / Developer Fees	US 40 Tank & Feeder Main	2,150	2,530	—	—	—	4,680
2	Customer Rates / Developer Fees	Spanish Springs Altitude Valves (SC6 & DS3)	300	—	—	—	—	300
2	Customer Rates	Hidden Valley Tank Altitude Valve	350	—	—	—	—	350
1	Customer Rates	Lemmon Valley Tank #1 Replacement and Patrician PRS	1,850	—	—	—	—	1,850
1	Customer Rates	Hidden Valley Tank #4 Outage Improvements	250	—	—	—	—	250
<b>Subtotal Storage Improvements</b>			<b>10,900</b>	<b>9,950</b>	<b>13,355</b>	<b>9,440</b>	<b>7,160</b>	<b>50,805</b>

**Project Locations:** Map of all *Potable Water Storage Improvements* projects are highlighted in the following map.

# Truckee Meadows Water Authority FY 2024 - 2028 Capital Improvement Plan



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## Potable Water Storage Improvements Sun Valley #2 Tank

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates / Developer Fees	Sun Valley #2 Tank	—	420	2,980	—	—	3,400

**PROJECT DESCRIPTION:** TMWA continues to analyze opportunities to consolidate pump zones to eliminate future pump station replacement costs and to increase reliability to continuous pumping zones. Several years ago, TMWA consolidated the Sutro #1 pump zone with the Sun Valley/Sullivan pump zone, placing additional capacity requirements on the Sun Valley zone. This tank is needed to provide the required emergency storage capacity to the expanded zone and will also provide the capacity for the Sun Valley zone to reach build-out.

**SCHEDULE:** The project is scheduled for construction in FY 2026 subject to successful acquisition of a suitable tank site which is elevation sensitive and is complicated by the US 395 Connector project alignment.



## Potable Water Storage Improvements Fish Springs Terminal Tank #2

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Developer Fees	Fish Springs Terminal Tank #2	—	—	—	40	2,160	2,200

**PROJECT DESCRIPTION:** This project involves a second 2.5 MG storage tank that is needed at the terminus of the Fish Springs pipeline at the north end of Lemmon Valley to equalize demand and supply during peak use periods.

**SCHEDULE:** The project is currently scheduled for design in FY 2027 with construction scheduled in FY 2028. The actual schedule will be dependent upon the rate of growth in the North Valleys.



## Potable Water Storage Improvements Storage Tank Recoats; Access; Drainage Improvements

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Storage Tank Recoats; Access; Drainage Improvements	6,000	4,500	4,500	5,000	5,000	25,000

**PROJECT DESCRIPTION:** TMWA has a very proactive tank reservoir maintenance program where 20% of all tanks are inspected annually on a rotating basis. Based on these inspection observations, a determination is made as to whether interior tank coatings (for steel tanks) or other fix and finish work is required. TMWA has 97 storage tanks in service, with combined storage of approximately 123 million gallons. Interior coating/liners are generally replaced every 20 years resulting in the need to recoat several tanks per year to maintain the rehabilitation cycle. The budget and plan also includes exterior painting of steel tanks and any replacement of any interior components that may be corroded.

**SCHEDULE:** This is an ongoing annual project. It is anticipated that several tanks will need to be recoated every year.



**Water Main-Distribution Service Line Improvements  
 Boomtown System Improvements Ph 4 - Boomtown Tank**

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates / Developer Fees	Boomtown System Improvements Ph 4 - Boomtown Tank	445	—	—	—	—	445

**PROJECT DESCRIPTION:** Boomtown 1 tank (500,000 gallons), which was originally constructed in 1986, was acquired by TMWA from the Boomtown Water System. As part of the acquisition, TMWA made provisions to bring the tank up to current NAC And TMWA standards, thus, this project will make these improvements. Improvements may also include replacement of any corroded structural components. Additionally, the tank will be used to provide suction to the proposed Santerra Quilici 1 BPS; therefore, piping and other modifications will be made to accommodate this future use. Finally, the tank will receive full interior and exterior blasting and recoat.

**SCHEDULE:** The improvements are scheduled for FY 2024.



## Distribution System Pressure Improvements Caughlin 2 Tanks

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Caughlin 2 Tanks	—	500	1,000	1,500	—	3,000

**PROJECT DESCRIPTION:** The project involves the proposed Caughlin 2 tanks that will provide redundancy for an existing continuous pumping zone and will expand emergency storage for the entire southwest area. The tanks will also provide a greater level of redundancy to a fire prone area by relying less on pumping and power, and more on elevated storage.

**SCHEDULE:** Construction for the project is scheduled to begin in FY 2025.



## Potable Water Storage Improvements Highland Reservoir Tank

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates / Developer Fees	Highland Reservoir Tank	—	2,000	4,700	—	—	6,700

**PROJECT DESCRIPTION:** TMWA has two large finished water storage reservoirs, one at Hunter Creek and one at the Highland site just west of the intersection of Washington and College Drive. These reservoirs are lined and covered with flexible polyethylene or hypalon membranes. As such, they are more maintenance intensive and susceptible to damage than a conventional steel or concrete tank. To provide reliability during repairs or during extended outages for inspection and cleaning, it is proposed to construct a conventional 4 million gallon water storage tank at the reservoir site. Due to topography and proximity to residential areas the tank may need to be a buried pre-stressed concrete tank, which is reflected in the project budget. The tank will also provide additional storage capacity to meet future system requirements as required by the NAC regulations.

**SCHEDULE:** The tank is scheduled for construction in FY's 2025-2026.



## Potable Water Storage Improvements STMGID Tank East (Zone 11 Tank)

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates / Developer Fees	STMGID Tank East Zone 11 Tank	—	—	175	2,900	—	3,075

**PROJECT DESCRIPTION:** The project involves construction of a 3.7 MG above ground welded steel storage tank in the South Truckee Meadows area off of Geiger Grade formerly owned by STMGID. Due to growth in the area over the last several years, additional storage is required to meet the requirements of the NAC 445A regulations and TMWA standards. The tank will replace an existing 0.75 MG tank providing a net increase in storage of about 3 MG.

**SCHEDULE:** The project is currently scheduled for construction in FY 2027, subject to acquisition of the Special Use Permit and Bureau of Land Management (BLM) permitting.



## Potable Water Storage Improvements US 40 Tank & Feeder Main

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates / Reimbursements / Developer Fees	US 40 Tank & Feeder Main	2,150	2,530	—	—	—	4,680

**PROJECT DESCRIPTION:** The project involves construction of two 800,000 gallon steel tanks with site improvements, utilities, drain line and access road including about 2,100 linear feet of 20-inch feeder main. The project will improve reliability and hydraulic performance in the zone which experiences a lot of surge issues due to cycling of the Mae Anne pump train and the closed system on the Mogul end. This situation is only expected to worsen when pumping to Verdi begins.

**SCHEDULE:** The project is currently scheduled for design in FY's 2024-2025 and construction to begin in FY 2024.





## Potable Water Storage Improvements Spanish Springs Altitude Valves

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates / Developer Fees	Spanish Springs Altitude Valves (SC6 & DS3)	300	—	—	—	—	300

**PROJECT DESCRIPTION:** The project involves the construction of altitude valves in underground vaults at the Desert Springs Tank #3 and at Spring Creek Tank #6. The altitude valves will keep the existing tanks from overflowing when well recharge operations are conducted in Spanish Springs Valley.

**SCHEDULE:** The project is schedule for construction in FY 2024



## Potable Water Storage Improvements Hidden Valley Tank Altitude Valve

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates	Hidden Valley Tank Altitude Valve	350	—	—	—	—	350

**PROJECT DESCRIPTION:** The project involves installation of a new altitude valve in a vault on the Hidden Valley Tank #1 in/out line. Requires cutting into and rerouting existing piping, addition of new valves, etc.

**SCHEDULE:** The project is schedule for construction in FY 2024.



**Potable Water Storage Improvements**  
**Lemmon Valley Tank #1 Replacement and Patrician PRS**

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Lemmon Valley Tank #1 Replacement and Patrician PRS	1,850	—	—	—	—	1,850

**PROJECT DESCRIPTION:** Lemmon Valley Tank 1 is at the end of its useful life and needs to be replaced. The tank can't be taken out of service without improvements to the system. The Patrician pressure regulator station would provide supply with the tank out of service and allow the existing tank to be demolished and the new tank to be constructed.

**SCHEDULE:** Construction is scheduled in FY 2024.



## Potable Water Storage Improvements Hidden Valley Tank #4 Outage Improvements

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Hidden Valley Tank #4 Outage Improvements	250	—	—	—	—	250

**PROJECT DESCRIPTION:** Hidden Valley Tank #4 is due for rehabilitation and recoating in the next year. The tank cannot be taken out of service and meet all NAC requirements including fire flow. This project will improve redundancy and supply to the zone with the tank out of service.

**SCHEDULE:** Construction is scheduled in FY 2024.



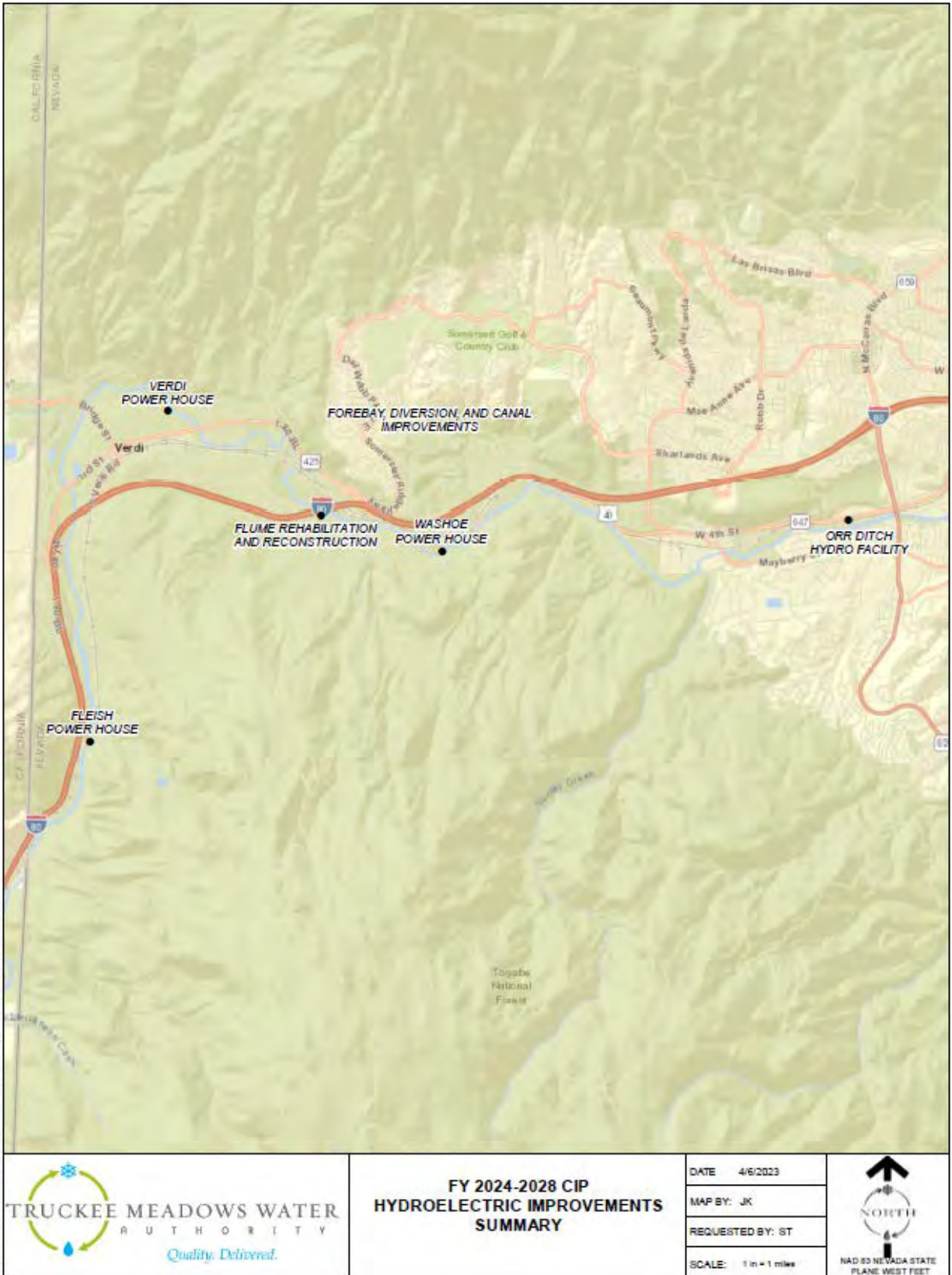
## HYDROELECTRIC IMPROVEMENTS

### Summary

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates	Forebay, Diversion, and Canal Improvements	100	100	100	100	100	500
3	Customer Rates	Flume Rehabilitation	—	150	150	—	—	300
3	Customer Rates	Fleish Generator Rewind	—	—	—	690	—	690
1	Customer Rates	Fleish Flume Replacement	—	—	—	5,700	—	5,700
2	Customer Rates	Fleish Powerhouse Building Forebay and Radial Gate Improvements	—	—	—	2,800	—	2,800
3	Customer Rates	Verdi Powerhouse Building Improvements	—	100	—	—	—	100
2	Customer Rates	Verdi Penstock Repairs	200	—	—	—	—	200
1	Customer Rates	Verdi Canal Sandgate Improvements	—	250	—	—	—	250
1	Customer Rates	Verdi Bypass Valve Replacement	—	500	—	—	—	500
3	Customer Rates	Washoe Powerhouse Building Improvements	—	—	600	—	—	600
2	Customer Rates	Washoe Transformer Replacement	—	—	150	—	—	150
1	Customer Rates	Washoe Plant Turbine Rebuild and Rebuild/Replacement Unit 1	200	2,750	—	—	—	2,950
2	Customer Rates	Washoe Plant Turbine Rebuild and Rebuild/Replacement Unit 2	200	2,750	—	—	—	2,950
<b>Subtotal Hydroelectric Improvements</b>			<b>700</b>	<b>6,600</b>	<b>1,000</b>	<b>9,290</b>	<b>100</b>	<b>17,690</b>

**Project Locations:** Map of all *Hydroelectric Improvements* projects are highlighted in the following map.

# Truckee Meadows Water Authority FY 2024 - 2028 Capital Improvement Plan

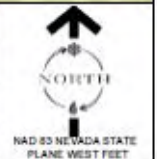


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## FY 2024-2028 CIP HYDROELECTRIC IMPROVEMENTS SUMMARY

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## Hydroelectric Improvements Forebay, Diversion, and Canal Improvements

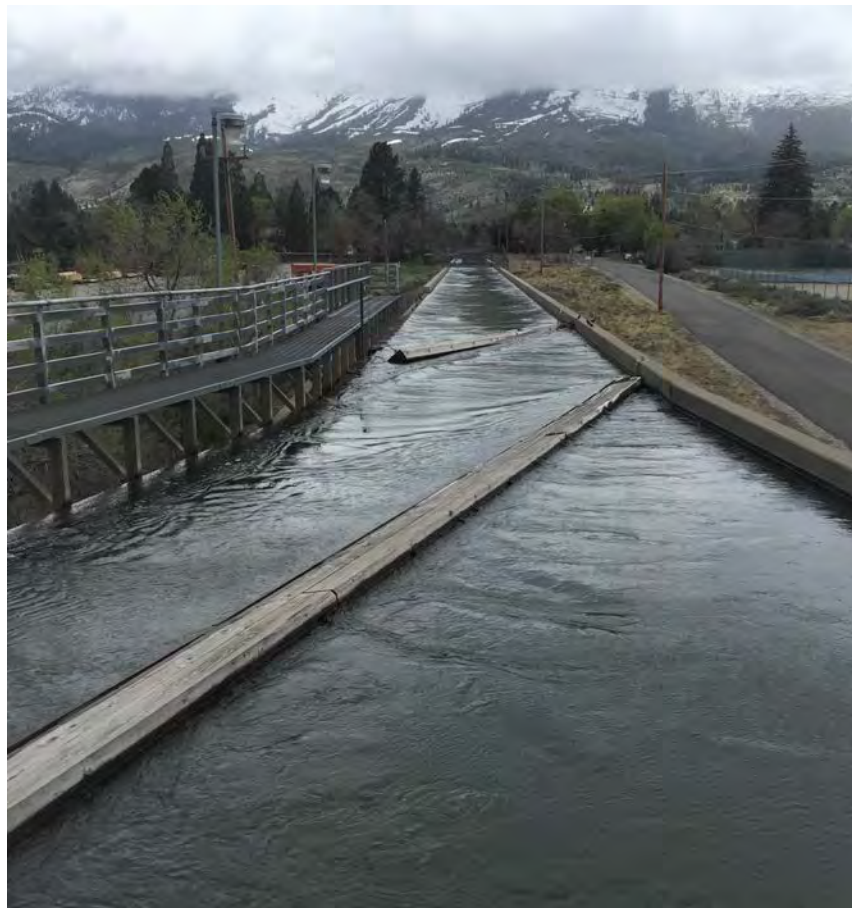
**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates	Forebay, Diversion, and Canal Improvements	100	100	100	100	100	500

**PROJECT DESCRIPTION:**

Provision is made each year for hydroelectric flume reconstruction to mitigate damage from unexpected rock falls, landslides and/or flooding events. Diversion structures including gates, canals, flumes, forebays and all hydro-plant water conveyance structures are monitored and evaluated for reliable and safe operation.

**SCHEDULE:** Ongoing annual evaluation and prioritization of forebay and canal conditions in the early spring (winter weather can change priorities) to identify projects for fall construction when historically, river flows are lower.



## Hydroelectric Improvements Flume Rehabilitation

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
3	Customer Rates	Flume Rehabilitation	—	150	150	—	—	300

**PROJECT DESCRIPTION:** TMWA’s three operating hydroelectric facilities have nearly 12,150 feet of flume. The average service life for flume structures is 35 years using treated timbers, at an average replacement cost of approximately \$1,000 per lineal foot of flume. The present cost to replace a linear foot of flume depends on the location and height of the flume structure.

**SCHEDULE:** Ongoing annual evaluation and prioritization of flume condition in the early spring (winter weather can change priorities) to identify projects for fall construction when historically, river flows are lower.





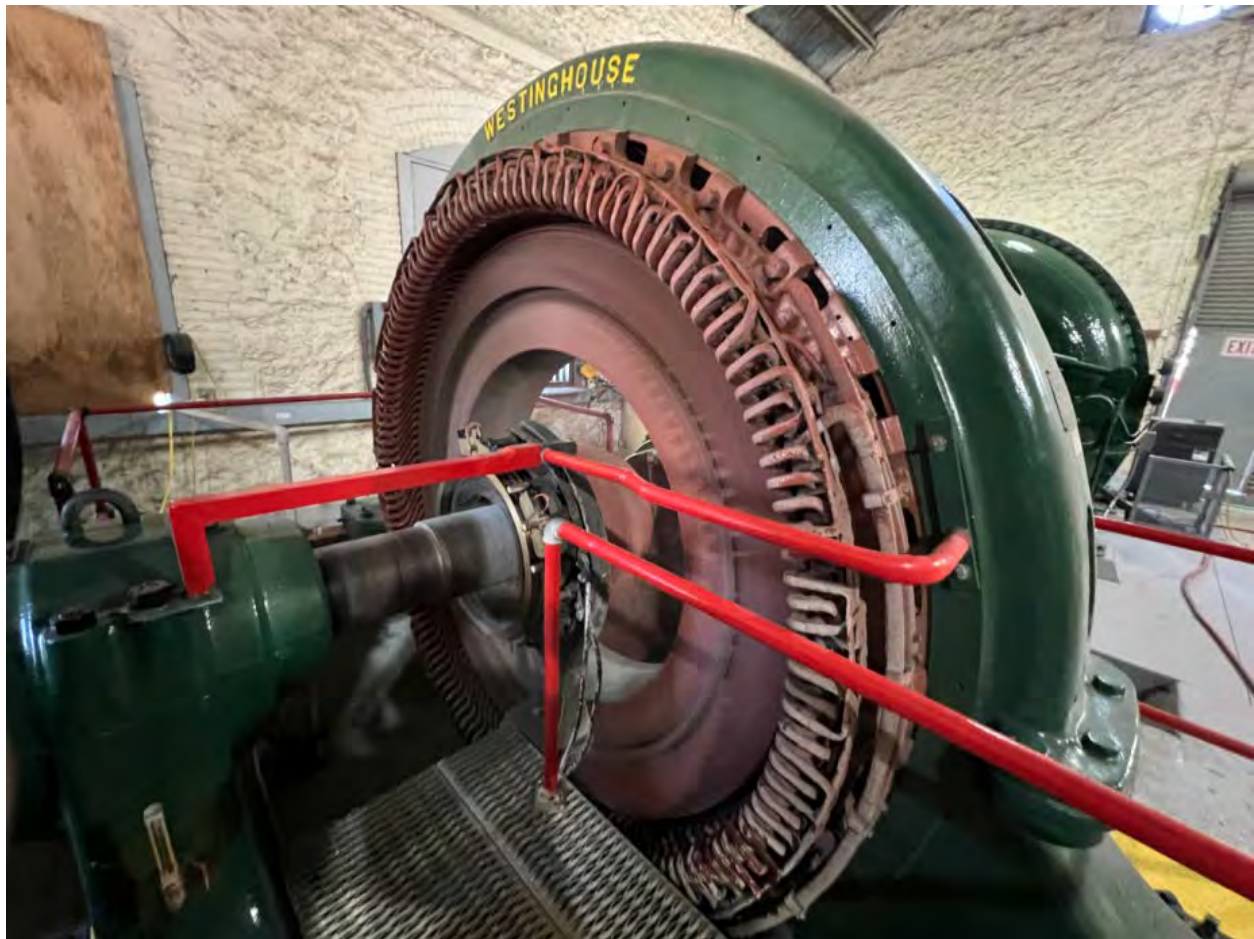
## Hydroelectric Improvements Fleish Generator Rewind

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
3	Customer Rates	Fleish Generator Rewind	—	—	—	690	—	690

**PROJECT DESCRIPTION:** Generator stator windings have a typical lifespan of 50 years before degradation of the winds begins to cause increased heating and a possibility of a stator winding short circuit to occur. Rewind of the generator stator is required to improve efficiency and to match the kilowatt capacity of the turbines and conveyance system.

**SCHEDULE:** Improvements are scheduled for FY 2027.



## Hydroelectric Improvements Fleish Flume Replacement

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Fleish Flume Replacement	—	—	—	5,700	—	5,700

**PROJECT DESCRIPTION:** The Flume substructure life is more than 40 years old and in need of replacement. Replacement of approximately 2,500 feet of flume boxes and substructure is required.

**SCHEDULE:** Replacement of the flume is scheduled for FY 2027.



## Hydroelectric Improvements

### Fleish Powerhouse Building Forebay and Radial Gate Improvements

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates	Fleish Powerhouse Building Forebay and Radial Gate Improvements	—	—	—	2,800	—	2,800

**PROJECT DESCRIPTION:** The Fleish Hydroelectric Plant was commissioned in 1905. Roofing, HVAC improvements and aging infrastructure is in need of repair, improvement, and replacement to match the increased capacity of the conveyance system.

**SCHEDULE:** Improvements are scheduled for FY 2027.



## Hydroelectric Improvements Verdi Powerhouse Building Improvements

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
3	Customer Rates	Verdi Powerhouse Building Improvements	—	100	—	—	—	100

**PROJECT DESCRIPTION:** The Verdi Hydroelectric Plant was commissioned in 1912. Improvements to the building and the HVAC system to allow for continued operation into the future.

**SCHEDULE:** Improvements are scheduled for FY 2025.



## Hydroelectric Improvements Verdi Penstock Repairs

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates	Verdi Penstock Repairs	200	—	—	—	—	200

**PROJECT DESCRIPTION:** Erosion of the coatings and underlying steel require improvements to protect the integrity of the structure.

**SCHEDULE:** Improvements are scheduled for FY 2024.



## Hydroelectric Improvements Verdi Canal Sandgate Improvements

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Verdi Canal Sandgate Improvements	—	250	—	—	—	250

**PROJECT DESCRIPTION:** Water loss through the canal has resulted in loss generation, cavitation, and failure of the existing structure requiring an emergency repair. A more significant failure could result in a lengthy and costly outage resulting in lost generation. Replacement of the sandgate and structural improvements and lining to prevent the loss of water through the structure is required for reliability of the conveyance system.

**SCHEDULE:** Improvements are scheduled for FY 2025.



## Hydroelectric Improvements Verdi Bypass Valve Replacement

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Verdi Bypass Valve Replacement	—	500	—	—	—	500

**PROJECT DESCRIPTION:** The concrete structure below the existing valve has degraded and is no longer properly supporting the valve. The valve is original to the plant and is being held closed by the plant crane. Replacement of the valve will allow for electronic operation and use of the plant crane when the facility is online. This project will replace the valve, associated piping, and improve the structure supporting the valve.

**SCHEDULE:** Replacement of the valve is scheduled for FY 2025.



## Hydroelectric Improvements Washoe Powerhouse Building Improvements

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
3	Customer Rates	Washoe Powerhouse Building Improvements	—	—	600	—	—	600

**PROJECT DESCRIPTION:** The Washoe Hydroelectric Plant was commissioned in 1904. The Structure is in need of improvements to the windows, HVAC and other structural components.

**SCHEDULE:** Improvements are scheduled for FY 2026.





## Hydroelectric Improvements Washoe Transformer Replacement

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates	Washoe Transformer Replacement	—	—	150	—	—	150

**PROJECT DESCRIPTION:** The existing Washoe Hydroelectric Facility Transformer was built in 1968 and lacks transformer mechanical and electrical protection. Past testing of the transformer oil has revealed contamination indicating the transformer is near end of life.

**SCHEDULE:** Improvements are scheduled for FY 2026.



## Hydroelectric Improvements

### Washoe Plant Turbine Rebuild and Rebuild/Replacement of Unit 1

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Washoe Plant Turbine Rebuild and Rebuild/Replacement Unit 1	200	2,750	—	—	—	2,950

**PROJECT DESCRIPTION:** The project involves replacing the No. 1 Hydroelectric Turbine, complete a rewind of the Unit 1 Generator. To expedite completion of the project and minimize the plant outage time, procurement of the new No. 1 Turbine as well as fabrication of the two new Tailraces will be completed first as a separate project. The turbine will be dismantled with the pressure case and Turbine appurtenances removed from the building. Work for rewinding the No. 1 Generator will commence as soon as the plant is taken off line for the project. The new No. 1 Turbine will be installed and the associated rewind generator re-installed.

**SCHEDULE:** Construction is scheduled for FY 2025.



## Hydroelectric Improvements

### Washoe Plant Turbine Rebuild and Rebuild/Replacement of Unit 2

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates	Washoe Plant Turbine Rebuild and Rebuild/Replacement Unit 2	200	2,750	—	—	—	2,950

**PROJECT DESCRIPTION:** This project will replace the No. 2 Hydroelectric Turbine and complete a rewind of the Unit 2 Generator. To expedite completion of the project and minimize the unit outage time, the No. 2 Turbine will be procured before work begins. Once equipment is procured, work will begin for completing the Unit 2 Generator rewind and dismantling of the No. 2 Turbine pressure cases and appurtenances. The new No. 2 Turbine will be installed and the rewind generator re-installed.

**SCHEDULE:** Construction is scheduled for FY 2025.

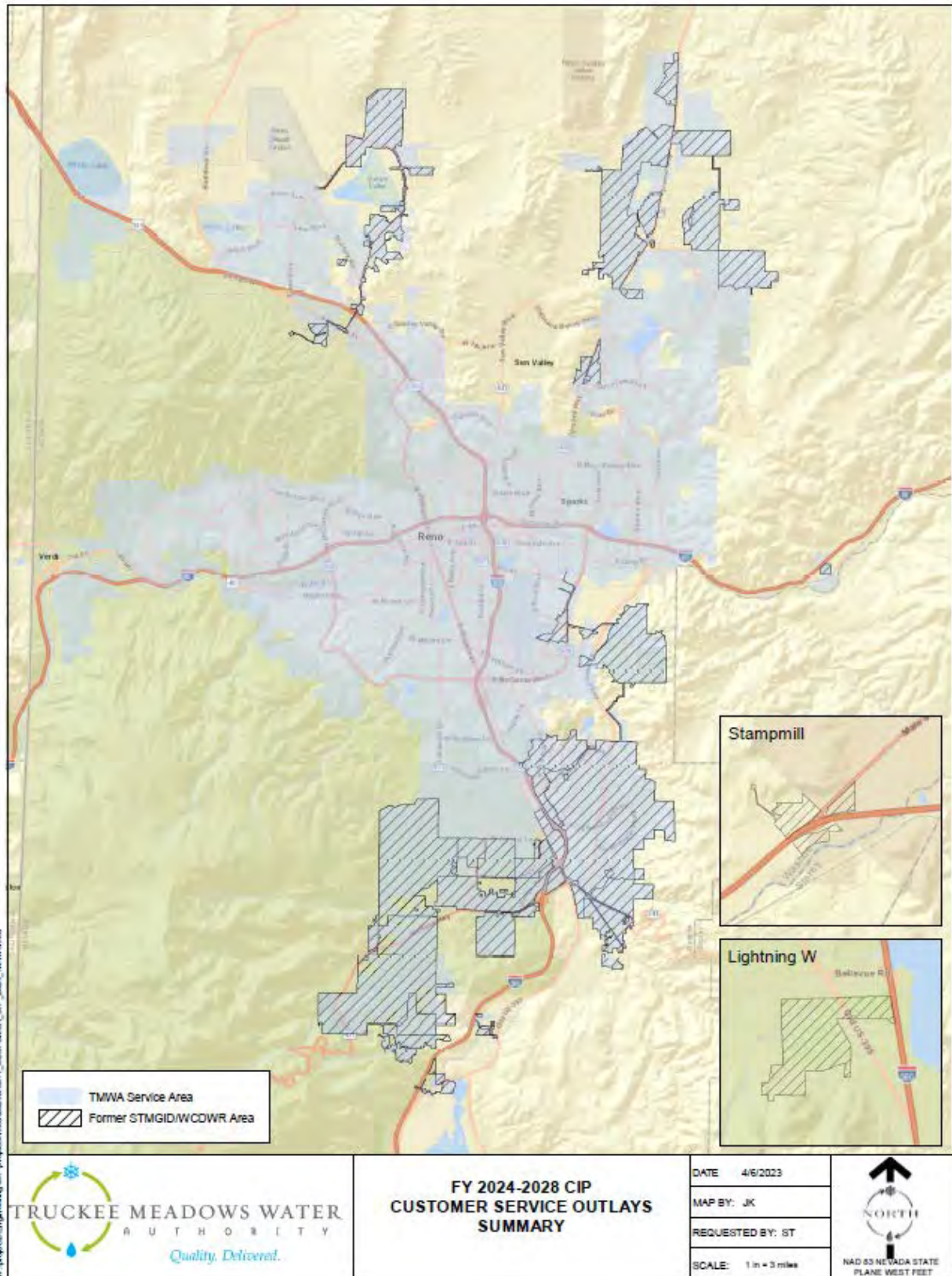


## CUSTOMER SERVICE OUTLAYS Summary

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
3	Customer Rates	Meter Reading Equipment	75	—	—	—	—	75
2	Developer Fees	New Business Meters	100	100	100	100	100	500
1	Customer Rates	Mueller Pit Replacements former Washoe County	125	125	125	125	125	625
2	Customer Rates	Galvanized / Poly Service Line Replacements	250	250	250	250	250	1,250
1	Customer Rates / Meter Retrofit Fees	Automated Meter Infrastructure (AMI)	2,650	2,650	2,650	2,650	2,650	13,250
<b>Subtotal Customer Service</b>			<b>3,200</b>	<b>3,125</b>	<b>3,125</b>	<b>3,125</b>	<b>3,125</b>	<b>15,700</b>

**Project Locations:** Map of all *Customer Service Outlays* projects are highlighted in the following map.

# Truckee Meadows Water Authority FY 2024 - 2028 Capital Improvement Plan



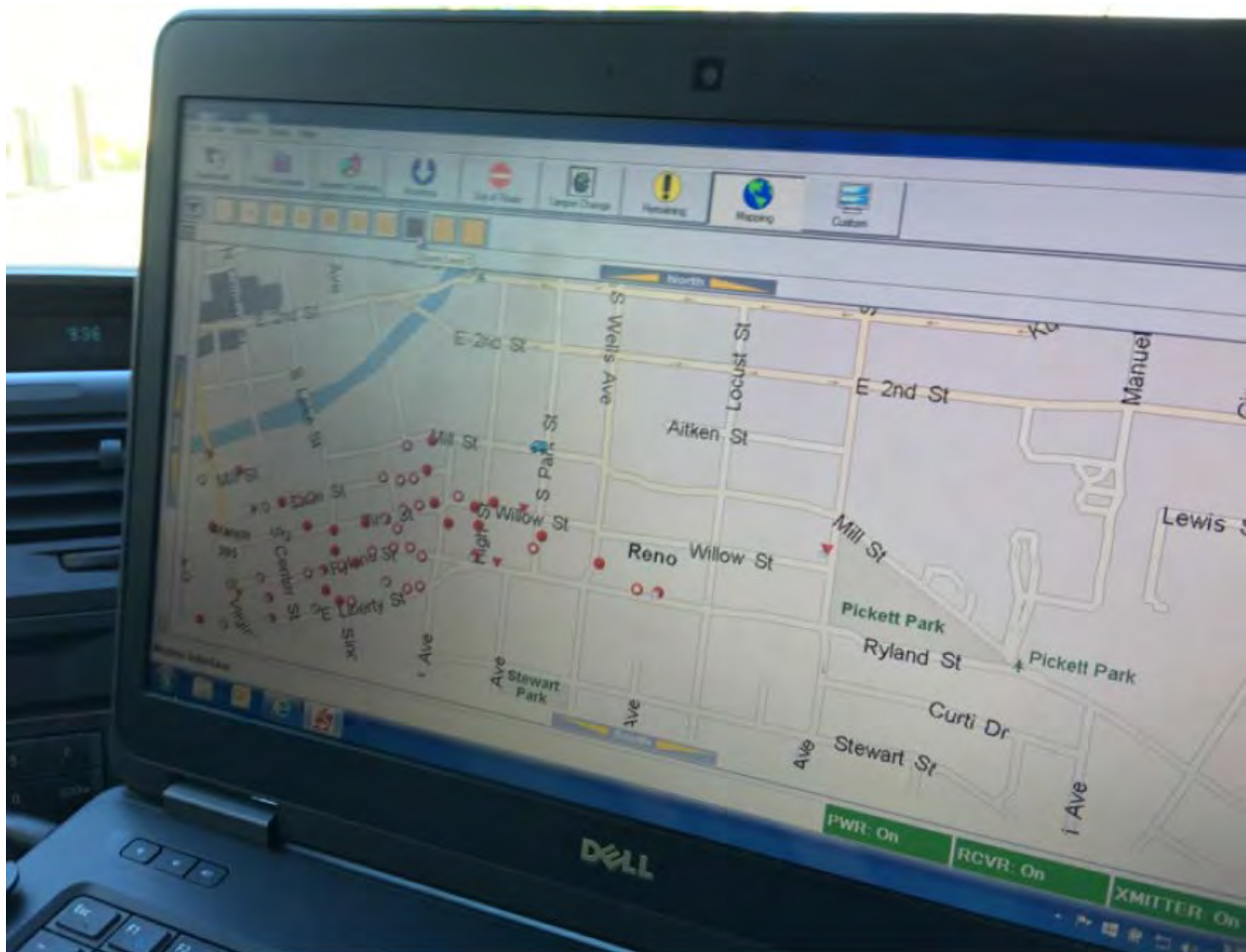
## Customer Service Outlays Meter Reading Equipment

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
3	Customer Rates	Meter Reading Equipment	75	—	—	—	—	75

**PROJECT DESCRIPTION:** TMWA utilizes a multiple meter reading systems in which the transmitters attached to the meters send a signal out to be collected by data collectors. These collectors are mounted in the meter reading vehicles or on various mountain peaks surrounding the valley. TMWA is anticipating replacing units that have degraded.

**SCHEDULE:** Will need to purchase equipment on an as needed basis.



## Customer Service Outlays New Business Meters

### FUNDING TIMELINE:

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Developer Fees	New Business Meters	100	100	100	100	100	500

**PROJECT DESCRIPTION:** All new water services are required to be metered. Meters are purchased by TMWA and installed for new development. New business fees pay for these installations.

**SCHEDULE:** Dependent on the pace of development in the service territory.



## Customer Service Outlays

### Mueller Pit Replacements Former Washoe County

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Mueller Pit Replacements former Washoe County	125	125	125	125	125	625

**PROJECT DESCRIPTION:** The Mueller metering pits are a very high maintenance metering facility and are prone to leaks and failures. TMWA plans to replace these facilities in response to leaks and or subsidence of these facilities.

**SCHEDULE:** Equipment and employee needs are evaluated and updated annually.





## Customer Service Outlays Galvanized / Poly Service Line Replacements

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates	Galvanized / Poly Service Line Replacements	250	250	250	250	250	1,250

**PROJECT DESCRIPTION:** TMWA has shifted from just repairing service lines from the street main to the curb valve or meter box to completely replacing service lines that are galvanized steel or polybutylene. These two materials are responsible for many after-hours call outs which escalate overtime expenses to repair leaks in the street because the galvanized lines are corroded, and polybutylene once thought very durable, becomes brittle and cracks or splits very easily. Just repairing these lines does not prevent them from leaking in the near future, escalating repair costs while further damaging city streets. Complete replacement provides a permanent repair in a cost effective manner and prevents further water system losses.

**SCHEDULE:** This is an ongoing annual project budget. Service lines will be replaced as they are identified.



## Customer Service Outlays AMI Automated Meter Infrastructure

### FUNDING TIMELINE:

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates / Meter Retrofit Fees	Automated Meter Infrastructure (AMI)	2,650	2,650	2,650	2,650	2,650	13,250

**PROJECT DESCRIPTION:** TMWA utilizes multiple meter reading systems in which the transmitters attached to the meters send a signal out to be collected by data collectors. Over the next five years, TMWA will be installing new meters or retrofitting existing meters with technology that will allow for remote readings. This is expected to assist in quickly identifying leaks for customers, more accurate billing, and long-term cost savings.

**SCHEDULE:** This project began in FY 2022 and is expected to be completed in FY 2028.

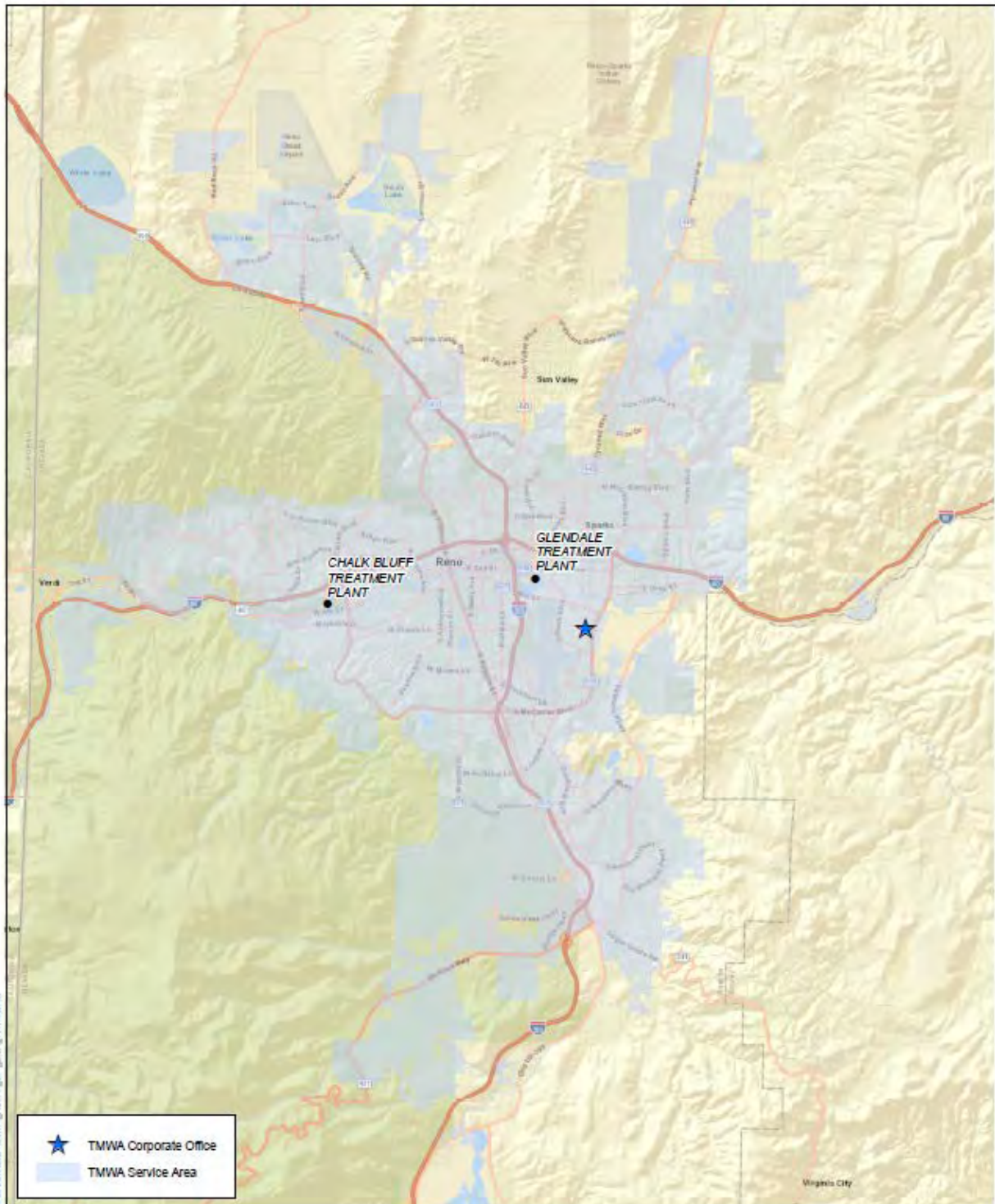


**ADMINISTRATIVE OUTLAYS**  
**Summary**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates	GIS / GPS System Mapping Equipment	20	—	—	—	—	20
2	Customer Rates	IT Server Hardware and Equipment	230	—	—	—	—	230
2	Customer Rates	IT Network Security Upgrades	10	—	—	—	—	10
2	Customer Rates	IT Physical Access Security Upgrades	60	—	—	—	—	60
2	Customer Rates	Printer / Scanner Replacement	100	—	—	—	—	100
3	Customer Rates	Crew Trucks / Vehicles	950	950	1,000	1,100	1,200	5,200
1	Customer Rates	Replacement HCM System (Ceridian Dayforce)	100	—	—	—	—	100
1	Customer Rates	Corporate Office Expansion	500	3,000	—	—	—	3,500
1	Customer Rates	Emergency Management Projects	150	150	150	150	150	750
2	Customer Rates	Emergency Operations Annex Design / Construction	—	250	250	2,000	—	2,500
1	Customer Rates	Physical Site Security Improvements	550	500	500	350	350	2,250
<b>Subtotal Administrative Outlays</b>			<b>2,670</b>	<b>4,850</b>	<b>1,900</b>	<b>3,600</b>	<b>1,700</b>	<b>14,720</b>

**Project Locations:** Map of all *Administrative Outlays* projects are highlighted in the following map.

# Truckee Meadows Water Authority FY 2024 - 2028 Capital Improvement Plan



W:\projects\Engineering\CIP\projects\map\2024\box1\_ADMIN\_CIP\_2024\_TMWA.mxd



## FY 2024-2028 CIP ADMINISTRATIVE OUTLAYS SUMMARY

DATE	4/6/2023
MAP BY:	JK
REQUESTED BY:	ST
SCALE:	1 in = 3 miles



## Administrative Outlays GIS/GPS System Mapping Equipment

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates	GIS / GPS System Mapping Equipment	20	—	—	—	—	20

**PROJECT DESCRIPTION:** TMWA will have to update mapping equipment on a periodic basis to keep up with changes in technology; and to replace existing equipment as it reaches obsolescence.

**SCHEDULE:** Equipment is replaced and/or purchased as needed.



## Administrative Outlays IT Server Hardware

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates	IT Server Hardware and Equipment	230	—	—	—	—	230

**PROJECT DESCRIPTION:** TMWA currently has over 50 physical servers and 130 virtual servers, hosting a variety of enterprise software applications that support TMWA’s daily business operations. All physical servers are typically purchased with a three year warranty, with the expectation that they will reach the end of their system life cycle in a three to five year time frame, requiring a replacement. TMWA annually reviews its server platforms and can option a strategy of warranty extension, if cost effective, rather than outright hardware replacement. All servers require an Operating System Software license to run. Operating System Software is upgraded only when the current release is obsolete or a newer version offers a significant advantage over the current iteration.

**SCHEDULE:** Spending would be determined on an as needed basis.



## Administrative Outlays IT Network Security Upgrades

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates	IT Network Security Upgrades	10	—	—	—	—	10

**PROJECT DESCRIPTION:** As a leading water purveyor for a major metropolitan area, TMWA is reliant on the internet for employee productivity enhancement and providing valuable customer information and outreach. Such dependency on the internet also carries a significant degree of risk, as it makes TMWA a major target for external security threats looming within globalized networks. To offset this risk and combat network threats, a variety of security specific hardware and software solutions are used, weaving them into a layered deployment strategy called Defense in Depth. In order to continually evolve and reinforce this Defense in Depth strategy and effectively fight new unforeseen threats, TMWA must continually acquire new security platforms that adapt to the continually changing security landscape.

**SCHEDULE:** Spending occurs only on an as needed basis.



## Administrative Outlays IT Physical Security Upgrades

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates	IT Physical Access Security Upgrades	60	—	—	—	—	60

**PROJECT DESCRIPTION:** Security measures that are designed to deny unauthorized access to facilities, equipment and resources to protect personnel from damage or harm such as theft or attacks. Physical security involves the use of multiple layers of interdependent systems which can include surveillance, security guards, protective barriers, locks and other techniques.

**SCHEDULE:** Equipment is replaced and/or purchased as needed.





## Administrative Outlays Printer / Scanner Replacement

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates	Printer / Scanner Replacement	100	—	—	—	—	100

**PROJECT DESCRIPTION:** TMWA currently has variety of printers and scanners that support TMWA’s daily business operations. All printers are typically purchased with a three-year warranty, with the expectation that they will reach the end of their system life cycle in a three to five year time frame, requiring a replacement. TMWA annually reviews its printer/scanner performance and business needs and can option a strategy of warranty extension, if cost effective, rather than outright replacement.

**SCHEDULE:** Equipment is replaced and/or purchased as needed.



## Administrative Outlays Crew Trucks/Vehicles

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
3	Customer Rates	Crew Trucks / Vehicles	950	950	1,000	1,100	1,200	5,200

**PROJECT DESCRIPTION:** TMWA’s service fleet consists of light duty and heavy duty crew trucks. TMWA plans to cycle the light crew fleet over a period of seven to ten years. Spending is determined annually depending on vehicle availabilities and other factors. Spending only occurs if justified. TMWA’s fleet cycles older vehicles to the treatment plants or other less demanding activities prior to disposal at auction.

**SCHEDULE:** Equipment and employee needs are evaluated and updated annually.



## Administrative Outlays Sand Yard Cover

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Sand Yard Cover	250	—	—	—	—	250

**PROJECT DESCRIPTION:** TMWA’s Material and Sand Yard is currently open to the elements. This is where we store material for backfilling excavations made when repairing water leaks. There have been issues throughout the years of material being too wet or too dry, however this last year the problem magnified with the exceptional winter. A shed/cover needs to be built to keep moisture off of the material in the winter, and to keep the sun from drying it out in the summer.

**SCHEDULE:** The project is scheduled for FY 2024.



## Administrative Outlays

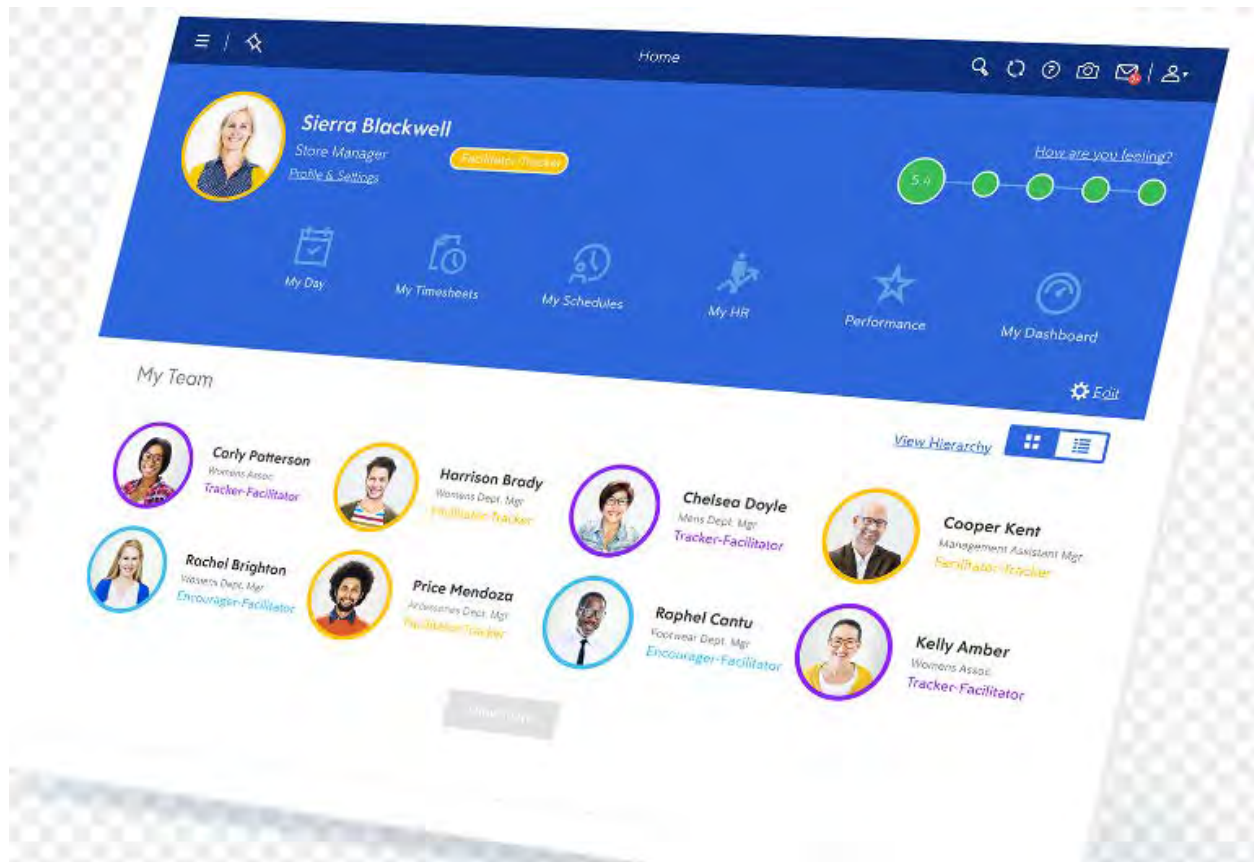
### Replacement HCM System (Ceridian Dayforce)

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Replacement HCM System (Ceridian Dayforce)	100	—	—	—	—	100

**PROJECT DESCRIPTION:** TMWA is implementing a new Human Capital Management (HCM) system. This system will provide tools for employee timekeeping, payroll, recruiting and onboarding, and human resources. The system is expected to be live in fiscal year 2024.

**SCHEDULE:** The system is expected to be fully implemented in FY 2024.



## Administrative Outlays Corporate Office Expansion

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Corporate Office Expansion	500	3,000	—	—	—	3,500

**PROJECT DESCRIPTION:** TMWA’s corporate office expanded in 2017 to account for the new staff associated with the merger of the STMGID and WCWU systems. The headcount has steadily grown for office and field staff since then to a point where the office will be full in a couple of years. This project is to construct another expansion similar in square footage to the 2017 expansion. The site is constrained by operational parking and TMWA staff is exploring key land purchases of neighboring parcels to allow continued growth of our staff and vehicle needs into the future.

**SCHEDULE:** Planning and design is scheduled for FY 2024 and Construction is scheduled for FY 2025.



## Administrative Outlays Emergency Management Projects

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Emergency Management Projects	150	150	150	150	150	750

**PROJECT DESCRIPTION:** Various ongoing improvements to security infrastructure are required to protect TMWA facilities. TMWA has performed vulnerability assessment studies in the past and reviews the applicability of the findings to continually improve physical security as needed. In addition, TMWA is preparing a new disaster recovery plan with procedures to recover and protect water system operations.

**SCHEDULE:** Upgrades to security projects is ongoing and completed on a review of priorities each year.

**PROJECT LOCATION:** Various locations at treatment plants, at well sites, storage area for water fill station manifolds.



## Administrative Outlays

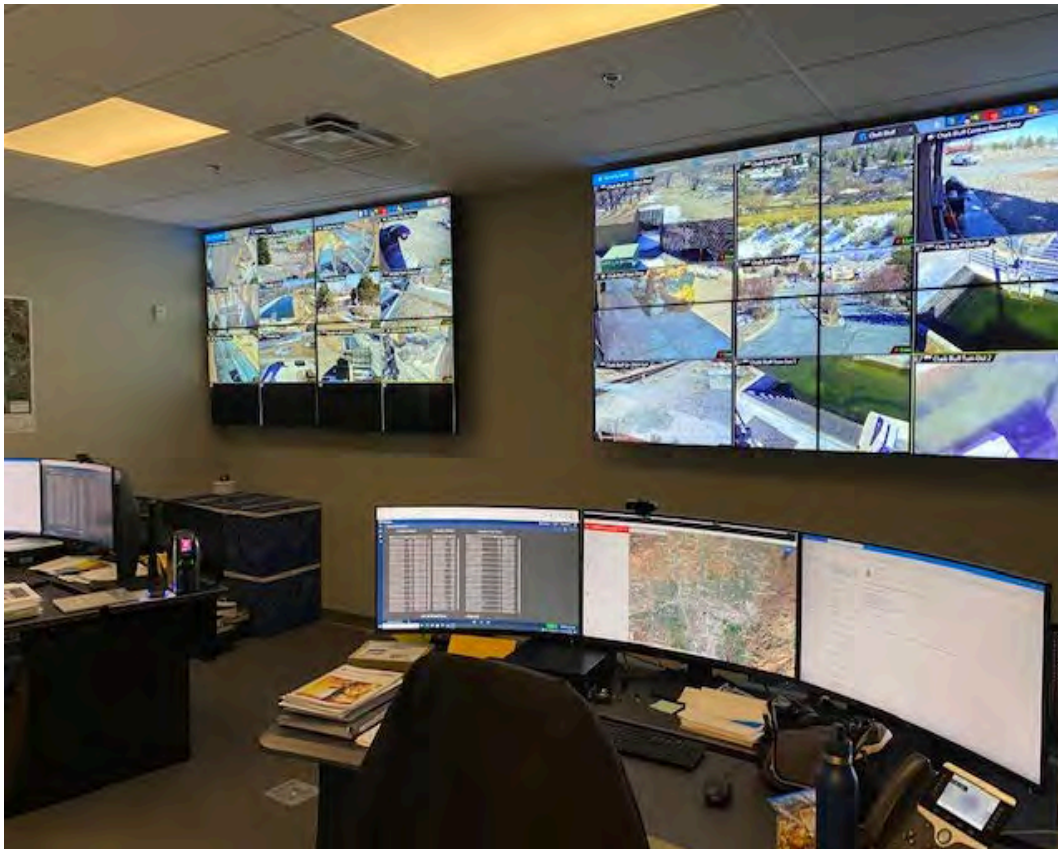
### Emergency Operations Annex-Design / Construction

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
2	Customer Rates	Emergency Operations Annex Design / Construction	—	250	250	2,000	—	2,500

**PROJECT DESCRIPTION:** TMWA is currently in the planning and conceptual design phase for a Primary Emergency Operations Center (EOC) including Disaster Recovery (DR) capacity. TMWA’s EOC will relocate from the current location at the corporate office to the Chalk Bluff Water Treatment Plant. Which includes scope review, design, and contract bid packages, bid and award, construction, and testing. Potential emergency operations would include responding to earthquakes, floods, or other emergency related events.

**SCHEDULE:** Construction of water fill stations at four tank sites, standby power retrofits at four existing wells and ten portable water fill manifold stations to be completed in FY's 2025-2027.



## Administrative Outlays

### Physical Site Security Improvements

**FUNDING TIMELINE:**

Priority	Funding Source	Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	CIP Total
1	Customer Rates	Physical Site Security Improvements	550	500	500	350	350	2,250

**PROJECT DESCRIPTION:** Physical site security improvements for Chalk Bluff, Glendale and Corporate sites are based on Department of Homeland Security (DHS) Vulnerability Assessments. Recommended priorities included bringing site perimeter fencing up to DHS minimum standards, expanding our security camera network for better site perimeter coverage, general exterior lighting improvement throughout both treatment plants and the use of intrusion detection systems. Landscaping improvements were also noted to help prevent unauthorized access, improve overall visibility, and protect TMWA personnel and buildings.

**SCHEDULE:** The project began in FY 2021 and will continue annually.







**Photo:** Ice Flume at Verdi  
**Photo By:** Joshua Cairns, Water Plant Operator Apprentice



## STAFF REPORT

**TO:** Chairman and Board Members  
**FROM:** John R. Zimmerman, General Manager  
**DATE:** May 18, 2023  
**SUBJECT:** **Presentations, interviews and selection of Board general counsel per Request for Proposals and Qualifications, Board Counsel**

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### SUMMARY

In March the Board directed the General Manager to seek proposals for Board legal representation through a request for proposals (RFP). The RFP was advertised as directed by the Board (Reno Gazette-Journal for two consecutive weeks, Washoe County Bar Association's monthly newsletter and website, and TMWA's website). TMWA received five proposals, which are attached. Staff notified the candidates of the interview date, time, location, and process.

### *Interviews*

Immediately before the meeting the Board chair will randomly select the order in which candidates will be interviewed. The interview process is outlined below and attached is an interview guide, sample questions, and the RFP scope:

1. Candidates will be sequestered until they are interviewed and then they may remain in chambers for the subsequent interviews.
2. Candidates will be given 5 minutes for an opening statement to the Board.
3. Each candidate will be interviewed by the Board for approximately 10 minutes.

### *Selection*

After the Board has interviewed all candidates, and prior to discussion and deliberation, each Board member will identify their top three candidates by ballot. Each ballot will be read into the record by the Board clerk and tabulated so that no single Board member has a tiebreaking vote. The Board should then deliberate and go through the voting process and direct staff to negotiate an engagement letter with the top candidate that is consistent with their proposal and to be signed by the Board Chair. If an engagement letter is not able to be negotiated with the top candidate consistent with their

proposal, then part of the Board's direction should be to negotiate with the second ranked candidate and so forth.

**POSSIBLE MOTION**

Motion to direct staff to negotiate an engagement letter for Board legal representation with **[insert law firm name]** to be signed by the Board Chair. If an engagement letter is not able to be negotiated with the top candidate, then staff should negotiate with the second ranked candidate and so forth until one is negotiated and signed.

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## **INTERVIEW GUIDE**

### **Objective**

The objective of an interview is to gain as much information as possible from the applicant about their skills, knowledge, abilities, experience, qualifications, and competencies to determine whether they are the best candidate for an available position. The guiding principle behind any question to an applicant is whether there is a job-related necessity for asking the question; to do this effectively, the interviewer must be familiar with the essential duties and responsibilities of the job. It is important to limit interview topics only to those that are needed to evaluate a candidate's qualifications for the position.

### **Consistency**

Consistency in interviewing is necessary to maintain a thorough and fair selection process. Your interview questions should ensure that similar information is gathered from each candidate for the same job. By asking the same questions of all candidates, you can compare qualifications and responses to the same questions and avoid fairness concerns or an argument that one individual was treated differently because of a protected characteristic.

### **Follow-Up Questions**

Follow-up and clarification questions may be necessary when an interviewer does not fully understand a response; when answers are vague, ambiguous, or do not respond to the question posed; or when the interviewer requires more specific information. Follow-up and clarifying questions seek to elicit more detail and often begin with "what," or "how." Questions inviting personal reflection often begin with "do you" or "are you." While they may be appropriate and necessary in a particular circumstance, questions beginning with "why" may put the candidate on the defensive or result in little useful information, requiring additional questions.

Below are some examples of follow-up/clarifying questions:

- Could you please tell me more about...?
- I'm not quite sure I understand what you mean by...could you give me some examples?
- Could you tell me more about your thinking on that?
- You mentioned \_\_\_\_ could you tell me more about that? What stands out in your mind about that?
- This is what I thought I heard \_\_\_\_\_. Did I understand you correctly?
- What I hear you saying is \_\_\_\_\_. Is that correct?
- Can you give me an example of \_\_\_\_\_?
- What makes you feel that way?
- You just told me about \_\_\_\_\_. I'd also like to know about \_\_\_\_\_.

### **Interview Dos**

- Ask questions that facilitate discussion. Open-ended questions allow the candidate the opportunity to speak freely.
- Ask the same questions to each interviewee.
- Limit questions to job-related areas.
- Listening skills are essential in an interview. It is important to let the candidate speak without being interrupted.
- Obtain as much information as possible to assess whether the candidate can and will perform.

### **Interview Don'ts**

- Predominantly asking questions that require a yes or no answer.
- Expressing personal opinions, agreement, or disagreement with a particular issue or statement.
- Asking questions about non-job-related subjects

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## **INTERVIEW QUESTIONS**

The following are questions that Board members may use for the interview process and to help formulate their own questions. Board members may ask other questions that are relevant to the Board counsel position and scope of work, but should try to ask each candidate the question so they each have the opportunity to respond.

1. Please tell us about your experience representing boards and agencies at meetings subject to Nevada's open meeting law. Did that representation involve drafting contracts for boards and agencies and representing them in litigation or in appeal hearings where the board was acting as the appellate body?
2. Please tell us how you would handle potential conflicts of interest involving your representation of TMWA and an existing or prospective client under the Nevada Rules of Professional Responsibility.
3. The TMWA Board and staff have worked as one cohesive unit since formation in 2001. How would you foster that relationship while maintaining your duties to the Board?
4. TMWA's vision is to "Enhance the quality of life in the Truckee Meadows by delivering exceptional, customer-focused water services." What do you believe is the most important factor for Board counsel to understand to assist the Board in achieving that vision?
5. How would you describe the Truckee River Operating Agreement and its significance to TMWA?
6. Please describe a difficult situation you encountered representing boards or agencies and how you handled it?

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## **REQUEST FOR PROPSALS SCOPE**

### **LEGAL COUNSEL POSITION BOARD OF DIRECTORS OF THE TRUCKEE MEADOWS WATER AUTHORITY**

#### ***Background***

The Truckee Meadows Water Authority is a not-for-profit, community-owned water utility governed by a Board of Directors appointed by Reno, Sparks, and Washoe County. The Board meets in public approximately 12 times a year and in closed-door sessions as needed. The duration of regular Board meetings is typically 2-3 hours.

#### ***Minimum Qualifications***

Lawyers must be licensed to practice law in Nevada and be a member in good standing with the State Bar of Nevada. Lawyers should have knowledge of and demonstrate substantial experience with laws and regulations in the following areas: Nevada Open Meeting law, administrative law, local government law, and general civil law and procedure.

#### ***Scope of Work***

Lawyers must be able to work independently, identify and provide a broad range of legal services required by the Board including the following:

1. Work with TMWA staff to ensure that all meeting agendas and minutes comply with Nevada Open Meeting Law.
2. Provide legal representation at all TMWA Board meetings and its subcommittees, including, but not limited to, Legislative Subcommittee and Citizens Standing Advisory Committee. The Legislative Subcommittee meets approximately 6 times during legislative sessions and 2 times during interim sessions. The Standing Advisory Committee meets quarterly approximately 4 times per year. The duration of these meetings is typically 1-2 hours.
3. Draft and review legal documents as needed.
4. Address specific Open Meeting Law and other statutory compliance issues.
5. Provide an annual written report to TMWA's financial auditors regarding pending or threatened litigation, claims, or assessments.



# Truckee Meadows Water Authority Board Counsel Services

April, 28, 2023



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# About Fennemore



April 27, 2023

Mr. Kristopher Dahir  
Acting Chairman  
Truckee Meadows Water Authority  
1355 Capital Blvd.  
Reno, NV 89502

Re: TMWA Board Legal Counsel RFP

Dear Mr. Dahir:

Fennemore Craig, P.C. (Fennemore) is pleased to provide this response to Truckee Meadows Water Authority's (TMWA) Request for Proposal, wherein we describe how we will use our experience and talents to best provide our legal services. This is an exciting opportunity and we look forward to talking with you about the chance to work with TMWA. We appreciate the opportunity to provide information about our firm. As one of the region's largest and oldest law firms, Fennemore serves clients with effective and efficient legal counsel. Overall service, quality and delivering value are rightfully expected by clients, and Fennemore makes these a priority.

Fennemore has considerable experience working as Board Counsel to public agencies. We currently represent other boards, authorities, government departments and agencies, and government entities of all levels throughout Nevada, Arizona and California. The team we have assembled has decades of experience advising and defending these clients in a wide variety of legal matters.

The contents and pricing of the proposal remains valid until September 1, 2023. The individuals identified and others that will perform work for the Truckee Meadows Water Authority all free from any conflict of interest and none work at TMWA or competing corporate or agency interest.

We very much appreciate the opportunity to provide you with information about Fennemore and look forward to the chance to work with you in the future. Please do not hesitate to contact me or Micheline Fairbank if you have any questions regarding the above or the enclosed.

Fennemore is pleased to provide this response to the Truckee Meadows Water Authority for Proposal for Legal Services. We appreciate the opportunity to provide information on the firm.

FENNEMORE.

April 27, 2023  
Page 2

Sincerely,

FENNEMORE CRAIG, P.C.

A handwritten signature in blue ink, appearing to read "John D. Tennert III", with a long horizontal flourish extending to the right.

John D. Tennert III

boc

## **Firm Information**

Fennemore is legally known as Fennemore Craig, P.C. and is a Professional Corporation.

Our Taxpayer Identification Number is 86-0293128.

Micheline Nadeau Fairbank will be the main contact for the Authority. Her contact information is:

**Micheline Nadeau Fairbank**

Of Counsel

7800 Rancharrah Parkway

Reno, NV 89511

(775) 788-2210

[mfairbank@fennemorelaw.com](mailto:mfairbank@fennemorelaw.com)

Fennemore is headquartered in Phoenix, Arizona.

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## Firm Background

Fennemore is pleased to provide this response to the Truckee Meadows Water Authority for Proposal for Legal Services. We appreciate the opportunity to provide information on the firm. As one of the region's largest and oldest law firms, Fennemore serves clients with effective and efficient legal counsel on a wide range of matters. Overall service, quality and delivering value are rightfully expected by clients, and Fennemore makes these a priority.

Fennemore, founded in 1885, is an innovative law firm leader helping clients meet the challenges of an ever-changing business environment. Fennemore has nearly 250 lawyers with offices in Reno and Las Vegas in addition to another 13 offices located throughout Arizona, California and Colorado. Fennemore expanded into Nevada by opening the Las Vegas office in September 2006, welcoming attorneys from Morse and Mowbray. In July 2012, Fennemore added 25 attorneys from Jones Vargas, a law firm with offices in Las Vegas and Reno, Nevada. Jones Vargas had a rich history and deep local roots. The Jones Vargas attorney roster has included governors, state senators, state assembly representatives, state bar governors and presidents, governors of the American Bar Association, and community leaders.

In 2015 Fennemore added 19 lawyers in the Las Vegas and Reno offices from the prominent Lionel Sawyer & Collins firm. The arrival of the Lionel Sawyer lawyers included the legendary Sam Lionel, who co-founded the Lionel Sawyer firm in 1967 with former Nevada Governor, Grant Sawyer. Mr. Lionel was instrumental in the evolution of the legal profession in Nevada. In fact, he was known as the "Dean of the Nevada Bar." Joining Mr. Lionel was former U.S. Senator Richard Bryan, who also served as Governor of Nevada for two terms prior to serving in the U.S. Senate.

We believe we offer our clients an excellent value proposition: delivering top quality legal counsel on a regional platform at extremely competitive rates, particularly in contrast to national firms. 83 of our lawyers are listed in Best Lawyers in America® and 74 of our lawyers have the AV® Preeminent™ Peer Review Rating, the highest available from Martindale-Hubbell. And most important, in a client service survey conducted by Altman Weil, a national legal industry consulting firm, Fennemore received one of the three highest rankings in the country.

## Firm Qualifications

Micheline Nadeau Fairbank will be the main contact for TMWA, and her contact information is included within the response. She will take direction from the Company's Board of Directors, focusing on delivering the results sought by the Board and General Manager. The firm will support the Board, Officers, General Manager and executive staff to accomplish its strategic plans within the confines of the law and will advise regarding liability issues. Ms. Fairbank will also be responsible for most of the day-to-day assignments received or authorized by the Board President or General Manager.

Fennemore, and Ms. Fairbank in particular, has considerable experience working with water companies and other public utilities and is familiar with the issues and concerns that occur serving as board counsel. The dynamic team available to support TMWA possesses significant experience serving as board counsel and in each of the specific areas described in the Request for Proposal.

Fennemore attorneys represent several public bodies as Board Counsel and as General Counsel where we provide advice on open meeting laws, conflict of interest, public records laws and other related laws, including the Reno Tahoe Airport Authority, Nevada State Board of Osteopathic Medicine, Nevada State Board of Podiatry, and Nevada Affordable Housing Corporation, among others. Ethical requirements do not allow us to list all clients that provide services for.

While representing these agencies, we advise, before and during public meetings, on issues related to Open Meeting Law and parliamentary procedure. Our attorneys provide guidance on the process for conducting closed meetings and attorney briefings. We review agendas and meeting minutes to ensure compliance with Open Meeting Law, conflict of interest, public records laws and other laws with which employees and governing board members must comply. We assist responding to requests for public records from third parties, the public, and the media. When necessary, we assist in responding to complaints alleging failure to comply with the Open Meeting Law and public records laws.

As counsel to a number of public authorities and boards of directors, we are all well versed in the preparation and delivery of legal opinions, the preparation, review and adoption of contracts and memoranda of understanding, including provisions regarding warranties, indemnity and insurance, resolutions of the Board of Directors and policies to be adopted by an organization. We all are capable of understanding and managing litigation matters faced by TMWA. Our team writes written reports for our clients regarding pending or threatened litigation, claims or assessments.

Our attorneys handle the ongoing legal issues arising from the development and operation of mutual water companies that operate public water systems, as well as smaller water systems in Southern California. We assist with financing and construction of water supply systems, negotiate water purchase and sale agreements, and water system consolidations. Our lawyers continually work with water system clients as their service areas grow and change. We also provide legal services to one of Arizona's largest investor-owned water and wastewater providers, in addition to smaller private water and wastewater utilities. We represent several

utilities in the water, sewer, telecommunications, and natural gas industries. Our utilities and regulatory practice also extends to other state agencies, state boards and commissions, as well as related litigation in state and federal courts.

Ms. Fairbank, recently joined Fennemore from the Nevada Division of Water Resources and thus does not currently have any public body clients. However, Ms. Fairbank has prior experience providing support and assistance in compliance with Open Meeting Laws to State of Nevada agencies and several small rural water and wastewater utilities in Nevada.



## Principal Attorneys

Fennemore has traditionally been a leader in administrative and water law, representing, state and local government entities, quasi government agencies, and water districts, throughout Nevada, California, Arizona and Colorado. Our intent is to demonstrate that we have all the depth and capabilities to create a successful relationship with TMWA. Below is the team we have assembled to serve as Board Counsel with Micheline Fairbank as lead counsel and the primary contact. See full biographies in Appendix A, and all of the names are hyperlinked to their firm bio and contact information.

[Micheline Fairbank](#) is an engaged and results driven Of Counsel attorney with broad experience involving the management and resolution of controversial and complex matters who practices in our Business Litigation and Natural Resources practice groups from our Reno, NV office. With many years of experience handling a broad spectrum of civil matters, including extensive trial and appellate experience and a practice focused on water and natural resource law, Micheline most recently served as a Deputy Administrator for the Nevada Division of Water Resources. In this capacity, Micheline worked with the Nevada State Engineer in administering Title 48 of the Nevada Revised Statutes in the management of water rights and the Silver State's water resources.

Ms. Fairbank also represented the Nevada Division of Environmental Protection in handling a variety of permitting and compliance matters involving hazardous waste disposal and management, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), mine reclamation, the Clean Water Act (CWA), the Safe Drinking Water Act (SDWA) and related state environmental laws.

[Richard Dreitzer](#) serves on Fennemore's six-person management committee and is the managing partner of our Las Vegas office. He was formerly a deputy attorney general in Nevada, where he served as Board Counsel and Prosecutor for a variety of State of Nevada Boards and Commissions. Since leaving government service, Richard has continued his representation of state agencies in a private capacity, prosecuting regulatory infractions by professional licensees, and serving as Board Counsel and Prosecutor during hearings and in appellate proceedings before the Nevada District Courts and the Nevada Supreme Court.

[Dan Reaser](#) has practiced regulatory and government relations law for more than thirty-five years. His clients are in the commercial gaming industry, telecommunication, energy and water utility companies and their customers, and financial services institutions.

He focuses on helping businesses with transactions, regulatory compliance and in licensing and other proceedings before administrative agencies or other government bodies. Mr. Reaser also has experience in government procurement disputes, judicial review of government action, and eminent domain cases.

[Wade Beavers](#) focuses his practice in business litigation, with experience representing entities and individuals in a variety of complex disputes, including matters involving water and natural resource issues, contract and employment law, and trust and probate litigation. In his experience as a business litigator, he has also handled a variety of disputes relating to financial

services, as well as corporate disputes and securities law matters. Mr. Beavers has served as Board Counsel for the Reno Tahoe Airport Authority during their meetings.

**Derek Hoffman** is a seasoned water resources attorney and a director in our Natural Resources practice group. He has represented clients in some of the largest and most complex groundwater basin adjudications in California, including the Antelope Valley, Mojave Basin Area, and the Indian Wells Valley. His practice includes guiding clients through the implementation of California's Sustainable Groundwater Management Act (SGMA), and other state and federal natural resources laws. He assists clients in developing and implementing effective strategies to obtain, maintain, protect and transfer water rights and supplies. He also practices in the areas of business and real estate. He enjoys the complex and ever-changing nature of water law, including its deep-rooted role in California's history and its future. He finds creative and pragmatic solutions for his clients' water supply needs, which often comprises an essential component to their business operations.

## References

Below is a summary of experience and performance for similar agencies.

### Nevada Division of Water Resources

#### Contact Information

Adam Sullivan, P.E.  
State Engineer  
(775) 684-2800  
asullivan@water.nv.gov

#### Scope of Work

Micheline Fairbank provided in-agency advice and support to the Division's Well Driller's Advisory Board, including compliance with Open Meeting Law, agendaing and posting provisions to comply with the Open Meeting Law. Ms. Fairbank also handled the day-to-day legal questions arising out of meetings of the Well Driller's Advisory Board.

#### Start Date

April 2018

### Nevada Division of Environmental Protection

#### Contact Information

Val King (Retired)  
Chief, Bureau of Administration, and State Environmental Commission Executive Secretary  
(775) 315-7941  
vgking@charter.net

#### Scope of Work

At the request of the Executive Secretary, Micheline Fairbank provided support regarding public meetings of the State Environmental Commission and State Petroleum Fund Board. Ms. Fairbank also provided support and guidance regarding open meeting questions and other board questions as requested by the Executive Secretary.

#### Start Date

July 2014

### Nevada Department of Conservation and Natural Resources

#### Contact Information

Leo Drozdoff (Retired)  
Director  
(775) 781-1889  
leodrozdoff@att.net

#### Scope of Work

Micheline Fairbank provided legal counsel support to the Nevada Drought Forum and the Nevada Drought Symposium. Ms. Fairbank attended the public meetings and was available

to address questions and issues that arose during the pendency of the forum meetings. Ms. Fairbank also provided additional day-to-day advice to the Department of Conservation and Natural Resources at the request of the Department Director.

**Start Date**

July 2014

**Reno Tahoe Airport Authority**

**Contact Information**

Ian Whitlock

Chief Legal Officer

(775) 328-6400

iwhitlock@renoairport.com

**Scope of Work**

Fennemore has served as General Counsel for 20 years. Our attorneys work with their staff to ensure all meeting agendas, minutes and other issues comply with Nevada Open Meeting Law. They provide legal representation at board meetings and subcommittees. They also handle litigation, real estate, regulatory and employment matters.

**Start Date**

Started work in 2002

**Nevada State Board of Osteopathic Medicine**

**Contact Information**

Frank DiMaggio

Executive Director

(702) 732-2147

fdimaggio@bom.nv.gov

**Scope of Work**

Fennemore has served as Board Counsel for three years. Richard Dreitzer represents the Boards at all of their meetings. He prosecutes licensees for administrative violations and scope of practice issues. Rich reviews draft meeting agendas to ensure compliance with Nevada Open Meeting law and participates in legislative committee discussions as to the Board's position on various legislative matters.

**Start Date**

Started work in 2019

## Proposed Total Professional Fee and Fee Schedules

Fennemore approaches each client and each matter individually, and puts together the best team for the matter. Projects are evaluated for needed experience and efficiency. The firm will ensure that the work needed is distributed appropriately. Budget and matter management are important, and we will work with you to execute legal work for you that is results-oriented and efficient. We welcome the opportunity to discuss what fee arrangement is best for you.

Staffing is focused on remaining lean. The firm focuses on making certain the attorney knows the client well and that the work needed is delegated to the appropriate attorney to take advantage of cost efficiency for clients. Fennemore routinely uses alternatives to conventional hourly rate fee arrangements, including fixed or flat fees where appropriate.

Our cumulative expertise is characteristic of firms much larger than Fennemore, but our fees are routinely lower than our competition. We believe our expertise, responsiveness and cost efficiency will regularly demonstrate value.

We maintain strategic technology partnerships with service providers to help drive down the costs associated with eDiscovery, forensic investigations and document productions. Clients receive the benefit of our knowledge and experience managing the project, and our volume of work allows us to provide discounts to our clients, often above what they could receive on their own. We do not use these services and relationships as profit centers; we only pass along the specific costs of the services we incur to clients.

### STANDARD HOURLY RATES<sup>1</sup>

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Fennemore is pleased to offer a proposal for fees and costs to the Truckee Meadows Water Authority for a Preferred Rate.

Our standard hourly rates for 2023 and the Preferred Rate which reflects a discount for this proposal are detailed below.

Attorney	Title	2023 Hourly Rate	Preferred Hourly Rate
Micheline Fairbank	Of Counsel	\$540	\$495
Dan Reaser	Director	\$770	\$725
Wade Beavers	Associate	\$390	\$360
Richard Dreitzer	Director	\$560	\$510
Derek Hoffman	Director	\$510	\$475

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<sup>1</sup> Rates are reviewed and adjusted annually as of January 1 each year.

Certain tasks may be assigned to paralegals at hourly rates that currently range from \$175-\$280.

In addition, throughout the term of the proposal we are open to consideration of alternative fee arrangement that may be appropriate for any specific transaction or case that will result in a fair outcome for you and the firm. We are willing to provide, and have provided to other clients, a preferred or monthly flat fee to answer routine matters that can be handled over the phone or otherwise without extensive research or other legal work. Based on our experience across various industries, there are a number of projects that are suitable for alternative fee arrangements:

- Fixed fee arrangements for attending board meetings.
- Flat fee work under mutually agreed upon parameters.
- Project fees combining fixed fees for certain elements of a project and fee allowances for other elements of the project.
- Blended rates based on the expected area of work and expertise required.

## COSTS

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Fennemore bills for costs advanced for items such as filing fees, expert witness fees and travel expenses, and other costs, such as document reproduction costs for larger reproductions (more than 50 pages), and messenger charges. Lexis/Westlaw and legal research are charged at cost. We charge our cost, and if we can apply our contractual discount for research inside our contract, we apply that discount accordingly.

## Conflict of Interest

Fennemore is diligent in avoiding conflicts of interest. Once we are contacted by a potential client, we complete a thorough conflict check. In most cases, as the result of a conflict check, there will be no conflicts. If a potential conflict is uncovered, we determine if the conflict is real, and decline the engagement of the client.

Fennemore represents many developers in Washoe County and the surrounding areas. There are times when Fennemore attorneys negotiate the purchase and sale of water rights with Truckee Meadows Water Authority. We do not see this as a direct conflict and would identify this as an area where Fennemore would request the continued representation in this type of matter.

Fennemore does not have actual conflicts of interest with Truckee Meadows Water Authority.

# Appendix A

Additional  
Information /  
Biographies







# MICHELINE NADEAU FAIRBANK

*Of Counsel*

P 775.788.2210

E [mfairbank@fennemorelaw.com](mailto:mfairbank@fennemorelaw.com)

Reno, Nevada

Micheline Fairbank is an engaged and results driven Of Counsel attorney with broad experience involving the management and resolution of controversial and complex matters who practices in our Business Litigation and Natural Resources practice groups from our Reno, NV office. With many years of experience handling a broad spectrum of civil matters, including extensive trial and appellate experience and a practice focused on water and natural resource law, Micheline most recently served as a Deputy Administrator for the Nevada Division of Water Resources. In this capacity, Micheline worked with the Nevada State Engineer in administering Title 48 of the Nevada Revised Statutes in the management of water rights and the Silver State's water resources.

Micheline also represented the Nevada Division of Environmental Protection in handling a variety of permitting and compliance matters involving hazardous waste disposal and management, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), mine reclamation, the Clean Water Act (CWA), the Safe Drinking Water Act (SDWA) and related state environmental laws.

Micheline also has experience handling legislative matters and has extensive practice experience before the Nevada State District Courts, Federal District Courts in Nevada and California, the Ninth Circuit Court of Appeals, the National Labor Relations Board, the Equal Opportunity and Employment Commission, and state administrative agencies.

Born and raised in Northern Nevada, Micheline is known for finding unique solutions to challenging problems. She has the rare ability to work outside of the box – or inside the constraints of the box depending on the matter – and she takes great pride in discovering resolutions in a timely, economic and efficient manner. Conscientious and efficient, finding success that is meritorious for her clients is Micheline's ultimate goal.

Outside of work, Micheline is married to an avid runner and reformed ultra-marathoner, so she supports this insanity by being active in local running organizations, including operating the Tunnel Creek Aid Station at the Tahoe Rim Trail Endurance Runs. Along with her family, she also enjoys exploring the backcountry, camping, hunting and fishing, and gardening.

## EDUCATION

- J.D., Willamette University College of Law
- B.A., cum laude, Western Colorado University

## AREAS OF PRACTICE

- Business Litigation
- Natural Resources

## PROFESSIONAL AND COMMUNITY ACTIVITIES

- Western States Water Council Executive Committee, 2019-2023
- Western States Water Council, Legal Committee, 2019-2023
- Western States Water Council, Non-Tribal Federal Water Needs Subcommittee, 2018-Present
- Western Regional Partnership, Water Security Committee, 2019-Present
- Nevada Supreme Court Commission to Study the Adjudication of Water Law Cases, 2021-Present
- Conference of Western Attorneys General, Western Attorney General Legal Action Committee, July 2014-April 2018

## ADMISSIONS

- California
- Colorado
- Nevada
- United States District Court, District of Nevada
- United States District Court, Northern District of California
- United States District Court, Eastern District of California
- United States District Court, Central District of California
- United States District Court, Southern District of California
- 9th Circuit Court of Appeals
- United States Supreme Court



## RICHARD DREITZER

*Director*

**P** 702.692.8026

**E** rdreitzer@fennemorelaw.com

Las Vegas, Nevada

Richard Dreitzer works out of our Las Vegas office in the business litigation practice group, where he focuses primarily in the areas of labor and employment law, administrative law, and general commercial litigation, including construction. With more than two decades of experience as a business litigator, he has guided a broad range of clients through traditional labor matters such as Title VII defense, ERISA claims, wage and hour disputes, OSHA proceedings, collective bargaining, and representation of employers before the National Labor Relations Board.

In the construction and real estate litigation arena, Richard represents clients in construction law matters, serving as lead counsel on behalf of general contractors, subcontractors and materials suppliers in litigation involving public and private projects in both state and federal courts. Formerly a deputy attorney general in Nevada, he also maintains an administrative law practice and has prosecuted regulatory infractions by professional licensees and served as board counsel during hearings and in appellate proceedings before the Nevada district courts and the Nevada Supreme Court.

Beginning in 1996 with a clerkship in Las Vegas, today Richard is a fixture in the Nevada legal community, and he thoroughly enjoys the mental challenges of working at a large law firm on complex litigation matters with a dynamic team of business litigation attorneys. He views his work like looking at a puzzle — seeking new approaches to solving problems, which may be unseen at first glance.

Rich was elected to the State Bar of Nevada board of directors in 2013 and is a proud liaison to the state board of continuing education. He also serves as the vice chair of Nevada Public Radio, KNPR.

### EDUCATION

- J.D., Washington University School of Law
- B.S., College of Industrial and Labor Relations, Cornell University

## AREAS OF PRACTICE

- Business Litigation
- Construction Law
- Employment and Labor
- ERISA/Employee Benefits
- Insurance Regulatory and Compliance
- Life, Health and Disability
- Manage Care Litigation and Compliance

## AWARDS AND HONORS

- *Best Lawyers in America*®, Employment Law Management, 2019-2022
- "Legal Elite," *Nevada Business Magazine*, 2020
- "Rookie of the Year," State of Nevada Office of the Attorney General, 2005
- AV® Preeminent Peer Review Rated (the highest rating available), by Martindale-Hubbell

## ARTICLES AND PRESENTATIONS

- Featured, "Nevada Business: Industry Focus," *Nevada Business*, December 2, 2022
- Quoted, "Las Vegas small business owner leaves mask decision to customers," *KTNV Las Vegas*, May 14, 2021
- Quoted, "Mask guidance relaxed for vaccinated individuals, employers can impose their own mask requirements," *KTNV Las Vegas*, May 13, 2021
- Quoted, "BACK TO WORK: Can remote employees be forced back to work in-person?" *KTNV Las Vegas*, May 3, 2021
- Quoted, "Get vaccine or submit to weekly test: Wynn Las Vegas employee fumes over options," *KTVN Las Vegas*, April 8, 2021
- Podcast, "Fenn.Talks: Reaching New Heights with Richard Dreitzer," April 7, 2021
- Quoted, "COVID-19 Vaccine and Employers," *KTNV Las Vegas*, December 8, 2020
- Quoted, "COVID-19 Vaccine and Employers," *KVVU Fox 5*, December 7, 2020
- Quoted, "Insurer fires back against Durham business owners' Covid claims," *Triangle Business Journal*, September 30, 2020
- Speaker, "Pandemic Paradigm Shift: The Perils and the Promise," State Bar of Nevada Webinar, June 30, 2020
- Quoted, "As Georgia Reopens Nail and Hair Salons, Lawyers Say Companies May be Putting Themselves at Risk," *Yahoo Life*, April 24, 2020
- Quoted, "How to Keep Your Employees Healthy During the Coronavirus," *Business.com*, April 7, 2020
- Interview, "Small business loans: How and when to apply," *Fox 11*, April 7, 2020
- Interview, "Assistance for Small Businesses," *Fox 11*, April 7, 2020
- Co-author, "COVID-19: Health Plan Coverage For Furloughed Employees," *Fennemore Client Alert*, March 26, 2020
- Co-author, "Understanding the Emergency Family Medical Leave Expansion Act and Emergency Paid Sick Leave in the Families First Coronavirus Response Act," *Fennemore Client Alert*, March 20, 2020
- Interview, "Coronavirus Relief Bill," *Fox 5 News Las Vegas*, March 19, 2020

- Quoted, "Q + A: Las Vegas Lawyer Talks About Labor Law as Coronavirus Alters Workplace," *Las Vegas Sun*, March 17, 2020
- Co-author, "Frequently Asked Questions About the Coronavirus in the Employment Setting," Fennemore Client Alert, March 17, 2020
- Interview, "MGM Resorts report layoffs: Local attorney explains workers' rights," KTNV News, March 14, 2020
- Quoted, "New Trade Deal Provisions Give US Tech Firms Legal Shields," *eCommerce Times*, October 9, 2019

## PROFESSIONAL AND COMMUNITY ACTIVITIES

- Small Claims Court Referee, Justice Court, Las Vegas Township, 2009-present
- Member, Board of Governors, State Bar of Nevada, 2013-present
- Board Member, Nevada Public Radio, 2013-present
- Member, Fee Dispute Committee, State Bar of Nevada, 2011-present
- Member, State of Nevada Board of Continuing Legal Education, 2014-present
- Justice of the Peace, Pro Tempore, Justice Court, Las Vegas Township, 2009-2018
- Member, Lawyers Referral Information Service Committee, 2011-2014
- Member, Ethics and Professional Responsibility Committee, State Bar of Nevada, 2001-2004

## ADMISSIONS

- Arizona
- Missouri
- Nevada
- Supreme Court, State of Missouri
- Eighth Judicial District Court, Clark County, Nevada
- Supreme Court, State of Nevada
- U.S. District Court, Northern District of California
- U.S. District Court, District of Nevada
- U.S. Court of Appeals, Fifth Circuit
- U.S. Court of Appeals, Ninth Circuit
- U.S. Bankruptcy Court, District of Nevada



## DAN R. REASER

*Director*

**P** 775.788.2226

**E** dreaser@fennemorelaw.com

Reno, Nevada

Dan has practiced regulatory and government relations law for more than thirty years. His clients are in the commercial gaming industry, telecommunication, energy and water utility companies and their customers, and financial services institutions.

He focuses on helping businesses with transactions, regulatory compliance and in licensing and other proceedings before administrative agencies or other government bodies. Dan also has experience in government procurement disputes, judicial review of government action, and eminent domain cases.

Dan served in the Office of the Attorney General for Nevada as Chief Deputy for the Gaming Division, where he represented the Nevada Gaming Commission and the Nevada State Gaming Board. He was Chief Counsel to the Nevada Department of Transportation. During his tenure as a deputy attorney general, Dan was counsel to the Nevada Commissions on Economic Development, Tourism and Environmental Protection, and the State Departments of Agriculture, Corrections, Minerals and Wildlife.

### EDUCATION

- J.D., California Western School of Law
- B.A., California State University, Fullerton

### AREAS OF PRACTICE

- Business and Finance
- Gaming and Hospitality
- Government Relations and Regulatory
- Government Procurement
- Natural Resources, Energy and Environmental

### REPRESENTATIVE CASES

- Legislative engagement for Association of Gaming Equipment Manufacturers on 2019 passage of Assembly Bill 221 to expand gaming technology sector work force development.

- Representation in 2019 of Wynn Las Vegas, LLC for Nevada Gaming Commission licensing of Marilyn Spiegel as the President for Las Vegas properties.
- Engagement in 2019 by international payment processor firm in connection with multi-jurisdictional gaming regulatory compliance and licensing for associated equipment technology development for use in the casino point of sale operations.
- Nevada special corporate and gaming counsel to underwriters in the initial public offering by social gaming technology company in 2019.
- 2018 engagement as counsel for Tronox, LLC in sale of Electrolytic Division to EMD Acquisition LLC.
- 2018 representation of MHM Solutions, Inc. in successful cancellation of contract award for temporary medical services by Nevada State Purchasing Division based on violation of state procurement laws.
- Nevada special gaming counsel on 2018 working capital loan by international investment bank to holding company of publicly traded multi-jurisdictional gaming resort hotel company.
- 2017 officer and director licensing and public share redemption transaction approval by Nevada Gaming Commission for Tracinda Corporation as controlling shareholder the Estate of Kirk Kirkorian and largest private holder of equity stock in MGM Resorts International.
- 2017 approval for Calpine Energy Solutions, LLC of merger with ECP ControlCo, LLP and related license transfer.
- Separate engagements during 2017 for a multi-property resort hotel firm, a gaming technology company, and a skill-based mobile games platform operator on multi-jurisdictional gaming regulatory matters relating to various social gaming and sports wagering platforms.
- 2016 preliminary finding of suitability for Station Casino's Project Redfield Reno.
- 2016 negotiation for City of Boulder City of Post-2017 Hoover Power electric service contract and related agreements with United States Bureau of Reclamation and Western Power Administration.
- 2015 passage for the Association of Gaming Equipment Manufacturers of Senate Bill 9 and related adoption of Nevada Gaming Commission regulations authorizing development and play in Nevada of electronic skill-based games.
- 2014 licensing and approvals for acquisition by Global Cash Access Holdings, Inc. of Multimedia Games Holding Company, Inc.
- 2013 adoption for International Game Technology and Bally Technologies, Inc. of Nevada Gaming Commission Regulations authorizing multi-state progressive prizes for linked slot machines.
- 2012 and 2011 licensing and approvals for acquisition by private equity consortium of Aliante Casino & Hotel from Stations Casino, LLC.
- 2011 approval of utility environmental protection act permits for Armagosa Valley Solar I, LLC to construct 500 megawatt solar generation plant.
- 2011 and 2010 approvals for credit facilities and notes offerings by International Game Technology.

- 2011 and 2009 legislative engagements for the Association of Gaming Equipment Manufacturers on Assembly Bill 294 and Senate Bill 83 providing for the regulation of gaming device independent contractors.
- 2010 approval of award and contract by Regional Transportation Commission of Washoe County for First Transit.
- 2009 approval of award and contract by Nevada Public Employees Retirement System for Diversified Dental Services, Inc.
- 2007, 2003 and 1999 legislative engagements for AT&T, Inc. and SBC Communications, Inc. on Assembly Bill 518, Assembly Bill 526, Senate Bill 400 and Senate Bill 440 adopting the state video services franchise act and proving plan and program for telecommunications market regulatory reform.
- 2007 approvals of merger of First Republic Bank with Merrill Lynch Bank & Trust.
- 2006 approval of demutualization of Employers' Insurance Group.
- *International Game Technology, et al. v. Second Judicial District Court, et al.*, 122 Nev. 132, 127 P.3d 1088 (2006).
- *Attorney General v. NOS Communications*, 120 Nev. 65, 84 P.3d 1052 (2004).
- 2003 licenses and approvals for formation of Schwab Bank, N.A.
- 2003 approval for SBC Communications, Inc. to offer long-distance service under Section 271 of the Telecommunications Act.
- *Sengel v. International Game Technology*, 116 Nev. 565, 2 P.3d 258 (2000).
- 1999 initial registration and licensing of Sierra Design Group as manufacturer and distributor of gaming equipment.
- 1999 approval for SBC Communications, Inc. to acquire Ameritech Corporation.
- 1998 and 1997 initial registration and licensing of Starwood Hotels & Resorts Worldwide, Inc. and acquisition of ITT Sheraton Corporation and Caesars World, Inc.
- 1997 legislative engagement for First Republic Bank on Assembly Bill 360 providing for banking and thrift company regulatory reform.
- 1996 approval for SBC Communications, Inc. to acquire Pacific Telesis Corporation.
- 1996 approvals of acquisition of First Interstate Bank by Wells Fargo, N.A.
- 1995 initial registration and licensing of WMS Industries Inc. as manufacturer and distributor of gaming equipment.
- *Kraft v. Jacka*, 872 F.2d 862 (9th Cir. 1989).
- *Hotel Employees v. State Gaming Control Bd.*, 103 Nev. 588, 747 P.2d 878 (1987).

## AWARDS AND HONORS

- *Chambers USA*, Leading Lawyers for Business, 2005-2022
- *Best Lawyers in America*®, Administrative/Regulatory Law, Energy Law, Gaming Law, 2005-2022
- *Mountain States Super Lawyers*®, Gaming, 2007-2022
- *Best Lawyers in America*®, Lawyer of the Year, Gaming Law, 2015, 2019
- "Legal Elite," *Nevada Business Magazine*, 2017
- AV® Preeminent—Peer Review Rated (the highest rating available), by Martindale-Hubbell



## ARTICLES AND PRESENTATIONS

- Author, "Cybersecurity Changes by the Gaming Commission," Fennemore Client Alert, December 30, 2022
- Quoted, "Lawsuit filed against Nevada mail-in voting law," KTVN 2 News, August 5, 2020
- Co-author, "Nevada Creates Tax Amnesty Program Providing Relief From Penalties and Interest," Fennemore Client Alert, July 24, 2020
- Co-author, "Nevada Businesses Should Not Delay Renewing Their Licenses and Permits," Fennemore Client Alert, April 23, 2020
- Quoted, "Betting on Nevada: Gaming Industry Outlook," *Nevada Business Magazine*, February 1, 2020
- Author, "OPINION: Plea for further restrictions on ex parte communications with the Nevada Gaming Commission is misguided," *CDC Gaming Reports, Inc.*, January 24, 2020
- Quoted, "Nevada Gaming Attorneys Caution Lawmakers on Sports Betting: 'You Really Have to Give It Some Serious Thought'," *The Nevada Independent*, January 14, 2020
- Presenter, "Best Practices for the Future of Sports Betting," NCLGS Winter Meeting, January 2020
- Author, "A Missed Chance: Nevada's Rejection of Adaptive Play for Skill-Based Games," *Gaming Law Review*, June 2018
- Speaker, "Regulatory Challenges: Problems and Solutions," IMGL Spring Conference, March 9, 2018
- Quoted, "PropSwap: A Company Looking to Hedge Your Bet," ESPN, November 8, 2017
- Co-author, "Nevada Energy Choice," Fennemore Client Alert, October 12, 2017
- Author, "The Next Evolution in Gaming Law," *Super Lawyers*, 2016
- Author, "Nevada Lobbying, PACs and Campaign Finance," *SCG Legal*, 2015
- Author, "Gaming Law Jurisdictional Comparison: Nevada," *Thompson Reuters European Lawyer Reference Series*, 2014
- Author, "A Tie That Binds: Nevada Embraces Multi-Jurisdictional Progressive Prize Systems," *10 Casino Lawyer 1*, Spring 2014
- Author, "Regulation of Gaming Device Software Development: Nevada's Paradigm Shift on Independent Contractors," *2 UNLV Gaming Law Journal 1*, 2011
- Panelist, "Post-2017 Hoover Power Contracting: Building a Framework for Challenges of Delivering Hydropower for the Next Fifty Years," State Bar of Nevada Section on Energy, Utilities and Communications Law Section Annual Conference, April 29, 2016
- Panelist, "Regulatory Developments on Skill Based and Hybrid Games," International Masters of Gaming Law, Spring Meeting, April 22, 2016

## PROFESSIONAL AND COMMUNITY ACTIVITIES

- Member, Clark County Bar Association
- Member, Washoe County Bar Association
- Member, American Bar Association
- Member, International Masters of Gaming Law

- Member, International Association of Gaming Advisors
- Chair, Nevada Taxicab Authority Board
- Nevada State Bar Sections on Gaming Law, and Energy, Utilities & Communication Law
- Advisory Board, UNLV Gaming Law Journal, William S. Boyd School of Law
- Visiting Instructor, Judicial Studies Program on Gaming and the Law, National Judicial College
- Audit Committee, Greater Nevada Credit Union (2012-2020)
- Audit Committee, Washoe County School District (2006-2016)
- Nevada State Bar Northern Disciplinary Board (2002-2014)
- Nevada Standing Committee on Judicial Ethics & Election Practices (2003-2011)
- Nevada Private Investigators Licensing Board (1984-1985)

## ADMISSIONS

- California
- Nevada
- U.S. District Court, District of Nevada
- U.S. Court of Appeals, Ninth Circuit
- U.S. Supreme Court



## WADE BEAVERS

Associate

P 775.788.2208

E [wbeavers@fennemorelaw.com](mailto:wbeavers@fennemorelaw.com)

Reno, Nevada

Wade Beavers focuses his practice in business litigation, with experience representing entities and individuals in a variety of complex disputes, including matters involving water and natural resource issues, contract and employment law, and trust and probate litigation. In his experience as a business litigator, he has also handled a variety of disputes relating to financial services, as well as corporate disputes and securities law matters.

A fourth-generation attorney, Wade enjoys the intellectual challenge of understanding the most complex areas of his clients' businesses. He takes great pride in helping deliver positive outcomes for his clients both in and out of the courtroom.

Wade is a former Lake Tahoe park ranger and still enjoys exploring the outdoors around his home in Reno. He is also an avid college basketball fan, and remains devoted to his University of Arizona Wildcats.

### EDUCATION

- J.D., *cum laude*, University of Nevada, Las Vegas, William S. Boyd School of Law
- B.A., *cum laude*, University of Arizona

### AREAS OF PRACTICE

- Business Litigation
- Litigation
- Government Relations and Regulatory
- Natural Resources and Water Law

### AWARDS AND HONORS

- "Legal Elite," *Nevada Business Magazine*, 2019-2022

### ARTICLES AND PRESENTATIONS

- Co-Author, "Disability Accommodations in Post-Pandemic Work-from-Home World," *HR Daily Advisor*, June 14, 2022

- Co-author, "A refresher on Nevada personnel file rules in wake of COVID-19," *Nevada Employment Law Letter*, June 1, 2020
- Co-author, "Nevada AG Joins Push to Add ERA to U.S. Constitution," *HR Laws*, February 13, 2020

## ADMISSIONS

- California
- Colorado
- Nevada



## DEREK HOFFMAN

Director

P 559.446.3224

E [dhoffman@fennemorelaw.com](mailto:dhoffman@fennemorelaw.com)

Fresno, California

Derek Hoffman is a seasoned water resources attorney and a director in our Natural Resources practice group. He has represented clients in some of the largest and most complex groundwater basin adjudications in California, including the Antelope Valley, Mojave Basin Area, and the Indian Wells Valley. His practice includes guiding clients through the implementation of California's Sustainable Groundwater Management Act (SGMA), and other state and federal natural resources laws. He assists clients in developing and implementing effective strategies to obtain, maintain, protect and transfer water rights and supplies. He also practices in the areas of business and real estate.

He enjoys the complex and ever-changing nature of water law, including its deep-rooted role in California's history and its future. He finds creative and pragmatic solutions for his clients' water supply needs, which often comprises an essential component to their business operations.

Derek is also an active member of the California water law community. He speaks and writes frequently on water-related topics. He is an Editorial Board Member and author for the California Water Law & Policy Reporter. He is a member of the Groundwater Resources Association of California and serves as Secretary-Treasurer for the CalWaterPAC.

Outside of the office, Derek and his wife are blessed with four children, and their lives are a whirlwind of attending and coaching youth sports teams, piano recitals and everything in between. Derek also enjoys the many year-round outdoor activities that California uniquely offers, including snowboarding, wakeboarding, wake-surfing, mountain biking and hiking. He also plays soccer once a week in an adult league.

### EDUCATION

- J.D., University of the Pacific, McGeorge School of Law
- M.S. The Johns Hopkins University, Carey Business School
- B.S., Accounting, Brigham Young University, Marriott School of Business

## AREAS OF PRACTICE

- Natural Resources
- Agribusiness

Water Law

## ARTICLES AND PRESENTATIONS

- Speaker, "California Water Law & Policy Conference, Indian Wells Valley: A Case Study of Complex Groundwater Management and Adjudication Issues in the SGMA Era," 2021
- Speaker, "California Water Law & Policy Conference, The Price of Water? Water and the Nasdaq", 2019
- Speaker, California Water Law & Policy Conference, 2018
- Speaker, California Water Law & Policy Conference, 2017
- Speaker, California Water Law & Policy Conference, 2016
- Speaker, "Water Rights in California," National Business Institute

## PROFESSIONAL AND COMMUNITY ACTIVITIES

- California Water Law & Policy Reporter
- Groundwater Resources Association of California, Inland Empire Branch
- CalMutuals
- CalWaterPAC
- Groundwater Resources Association of California
- California Association of Realtors, Legal Affairs Forum
- Riverside County Bar Association
- San Bernardino County Bar Association
- Reuben Clark Law Society

## ADMISSIONS

- California

# Lipparelli Legal Services

April 25, 2023

Mr. John Zimmerman  
General Manager  
Truckee Meadows Water Authority  
1355 Capital Blvd.  
Reno, NV 89502

*Via Email: c/o [boardclerk@tmwa.com](mailto:boardclerk@tmwa.com)*

Re: Legal Services RFP

Dear Mr. Zimmerman:

For 28 years I was a public lawyer and for over 18 of those years I sat in the seat TMWA is looking to fill—Board Counsel. It would be difficult for TMWA to find a lawyer with more relevant experience than I have for the advertised position. I was on the front lines of the actions that formed TMWA and was directly involved in crafting of the authority's charter documents. Working as board counsel for TMWA is a perfect fit for me. Please accept this cover letter and the attached Proposal as my application in response to the Truckee Meadows Water Authority's (TMWA's) published request for proposals and qualifications.

## ***Minimum Qualifications***

I have been a member of the State Bar of Nevada in good standing since 1990 (Bar # 3993).

In my 28 years as a public lawyer, I spent thousands of hours in public meetings of governing boards when compliance with the Open Meeting Law was center stage. I also spent a great amount of time advising agency staff and board members on the Open Meeting Law before the meetings took place. I have defended complaints of violations of the Law in proceedings with the Nevada Attorney General. I served on the Open Meeting Law Task Force for three Nevada Attorney Generals studying, discussing, and recommending improvements to the Open Meeting Law. Lastly, I have trained and educated lawyers and members of public bodies on the Open Meeting Law including appointed committees and the Nevada Association of School Boards. My knowledge of the history and application of the Nevada Open Meeting Law is extensive.

The Nevada Public Records Law and the Nevada Ethics in Government Law are also essential to the proper conduct of the affairs of public agencies. My experience advising on and applying those laws matches my experience with the Open Meeting Law. I have successfully represented several government officials facing hearings in front of the Nevada Commission on Ethics.

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2633 Spearpoint Drive  
Reno, Nevada 89509  
paul.lipparelli@gmail.com | (775) 771-6927

Public agencies in Nevada conduct their business under an array of state laws and I have worked intently with laws on public finance, budgeting, purchasing, property acquisition and disposal, eminent domain, implementation of taxes and fees, collective bargaining, public works contracting, public health and Nevada laws governing water rights. As Assistant District Attorney I personally litigated and supervised other lawyers carrying out litigation on behalf of public agencies in both state and federal courts.

***Response to Scope of Work Statement***

1. I have reviewed and provided counsel to agencies on changes to the wording for thousands of agendas and tens of thousands of agenda items to ensure compliance with the Nevada Open Meeting Law.

2. After retiring from the Washoe County District Attorney's Office in February of 2020, I established my own small private legal practice. I can readily commit to spending the time necessary to provide the legal services to the TMWA Board and its subcommittees and advisory committees described in the request for proposal.

3. Drafting and reviewing legal documents of public agencies was a regular duty I performed for 28 years. Interestingly, some of the more complex documents I had a role in drafting and reviewing were those that established TMWA and transferred ownership of the former Sierra Pacific Power Company's water business to the newly formed joint powers authority.

4. My significant experience with the Nevada Open Meeting Law is highlighted above and in my Proposal.

5. I have provided many annual written reports to the financial auditors of Washoe County and Carson City.

***Cover Letter Bulleted Items***

- Lipparelli Legal Services, Prof. LLC is a Nevada professional limited liability company (NRS Ch. 89) licensed in Reno to do business as Lipparelli Legal Services. I alone have the legal authority to bind the company to a contract with TMWA. By signing below, I affirm the contents of this letter and my proposal.
- My experience and credentials are stated in the attached Proposal. My philosophy for Board Counsel services is the one I have developed and continuously worked to improve over 28 years. Independent and clear legal advice must be given respectfully to elected officials who answer to their communities. To succeed in that requires careful listening to the clients' interests while being mindful that all government agencies exist to serve the public interest. Ultimately, fidelity to the law



must govern legal advice given to public agency clients.

- My proposal to provide legal counsel services to TMWA is valid for at least 90 days from April 28, 2023, and can be extended upon request.
- I am not aware of any conflicts of interest that would bar the proposed engagement. I am the only legal professional at Lipparelli Legal Services, and I have no partners or associates whose legal work and client lists present potential conflicts of interest with the potential TMWA engagement. A further discussion of the approach to potential conflicts of interest is contained in my Proposal.

John, with your background in water resources, your experience inside TMWA and having been a practicing lawyer, you will make an excellent judge of the qualifications of the proposers for TMWA Board Counsel. I look forward to standing before the TMWA Board and talking about my experience and readiness to be Board Counsel. Having been a part of the creation of TMWA I feel a bit like a proud parent. TMWA is a great success. It would be a pleasure to work with you, your staff, and the TMWA Board on behalf of TMWA's customers and the community.

Sincerely,



Paul A. Lipparelli

## Proposal of Lipparelli Legal Services Prof. LLC

### *Applicant/Firm Information*

- Lipparelli Legal Services Prof. LLC, a Nevada domestic professional limited liability company (NRS Ch. 89)
- Federal Employer Identification Number: 92-0914798
- Proposal contact information:  
Paul Lipparelli  
2633 Spearpoint Drive, Reno, Nevada 89509  
775-771-6927  
[Paul.lipparelli@gmail.com](mailto:Paul.lipparelli@gmail.com)
- Principal attorney to serve as Board Counsel: Paul Lipparelli
- Location of company headquarters: Reno, Nevada

### *Applicant/Firm Background*

Organizational History. After retiring from the Washoe County District Attorney's Office in 2020 I began private legal practice as a Nevada sole proprietorship. In November of 2022, I formed Lipparelli Legal Services Prof. LLC, a Nevada domestic professional limited liability company. The Secretary of State Entity Number is: E27354712002-1. The Nevada Business Identification number is NV20222616654. The City of Reno business license number is R156127A. I am doing business in Washoe County as Lipparelli Legal Services. There are no other offices of the business.

Nature of Business. Lipparelli Legal Services has represented property developers, a geothermal technology developer and a greenhouse designer and manufacturer. It has represented a public official at the Nevada Commission on Ethics. Most relevant to this proposal, Lipparelli Legal Services has provided legal services to the Regional Transportation Commission, the Truckee Meadows Fire Protection District and the Truckee Meadows Water Authority in general legal matters.

Applicant Background. Paul Lipparelli has been a member in good standing of the State Bar of Nevada since 1990 (Bar # 3993) and a full-time lawyer for over 30 years.

Honors, Awards and Recognitions. I have certificates of appreciation and written communications involving my work as a public lawyer from:

- Volunteer Lawyers of Washoe County, 1992
- Carson City Sheriff, 1999
- Carson City Board of Supervisors, 1999
- Washoe County Regional Planning Commission, 2001
- Washoe County Regional Planning Governing Board, 2001
- Nevada Humane Society, 2003

- Nevada Council for Prosecuting Attorneys, 1999, 2003
- National Association of County Civil Attorney's (NACo)
- Nevada Attorney General, 2016, 2018, 2019
- Washoe County Board of County Commissioners, 2020

### ***Applicant/Firm Qualifications***

I began my legal career in private practice at the law firm Beckley, Singleton Delanoy, Jemison & List in 1990. After 2 years in private practice, I was hired into the Civil Division of the Carson City District Attorney's Office where I spent 7 years learning the job of public attorney. In 1999 I joined the Civil Division of the Washoe County District Attorney's office. I was appointed by 2 elected District Attorneys as Assistant District Attorney--the top civil lawyer in the county. I provided daily legal advice to the county manager and the Washoe County Board of County Commissioners.

In my 28-year career as a public lawyer I spent thousands of hours as counsel in public meetings of public agency boards, in public meetings and behind the scenes. I have provided advice to public agency officials about the application of the Open Meeting Law and have defended complaints of violations of the Law in proceedings with the Nevada Attorney General. I served three Nevada Attorney Generals on their Open Meeting Law Task Forces studying, discussing, and recommending improvements to the Open Meeting Law. Lastly, I have been a presenter on the Open Meeting Law to appointed committees, the Nevada Association of School Boards, and other public bodies. I know the Nevada Open Meeting Law inside and out.

The Nevada Public Records Law and the Nevada Ethics in Government Law are also essential to the proper conduct of the affairs of public agencies. My years of experience with those laws match my experience with the Open Meeting Law. I have successfully defended several government officials facing hearings in front of the Nevada Commission on Ethics.

Public agencies in Nevada conduct their business under an array of state laws and I have worked extensively with laws on public finance, budgeting, purchasing, property acquisition and disposal, eminent domain, implementation of taxes and fees, collective bargaining, public works contracting, public health and Nevada laws governing water rights. I have litigated and supervised other lawyers litigating in state and federal courts.

From 1999 to 2020 I was closely involved as legal counsel to significant efforts by local government to regionalize and cooperate in providing public services including:

- the acquisition, financing and construction of the Regional Public Safety Training Center as a public-private partnership and collaboration of local public safety agencies (2000).
- the financing and construction of the Regional Animal Shelter as a public-private partnership with the Nevada Humane Society and collaboration of local animal control agencies (2003).
- the acquisition, financing and construction of the Reno Aces Baseball Stadium as

a public-private partnership and collaboration of local redevelopment agencies (2007).

I have been a member of the Public Lawyers Section of the Nevada State Bar for many years. That membership exposed me to the legislative and court-made law that affects local governments. The Public Lawyers Section holds an annual conference to conduct training and create networking opportunities for members. I have been an attendee for many years and have also been a presenter of material at the annual conference. The conference regularly includes updates on the laws involving The Open Meeting Law, the Public Records Laws and ethics for government officers. I attended the conference in September of 2022.

Meeting dates and schedules for other public bodies: None. The scope of my engagements with other public agency clients does not currently involve commitments to sit with the governing boards of those agencies. My engagement with TMWA to serve as stand-by counsel is only upon request.

### *References*

► **Katy Simon Holland**

President, Simon and Associates

[ksimon@simonandassociates.us](mailto:ksimon@simonandassociates.us)

775-232-7077

Relevant scope of work and services and duration of relationship:

Ms. Simon Holland was my public agency client. She can describe, not only the quality of my legal representation, but my demeanor, discretion and judgment.

Ms. Simon Holland was Washoe County Manager for 15 years and worked with a number of public lawyers during her tenure. I began working with Katy in 1999 when I joined the District Attorney's Office. In 2008 when I was appointed as Assistant District Attorney, Ms. Simon Holland and I worked closely together on the business of Washoe County. Katy and I worked on a number of legally significant matters including the formation of the Truckee Meadows Water Authority and the authority's acquisition of the community water services from the power company. I provided frequent legal advice to her on the application of Nevada laws and the potential legal consequences of various actions the county organization undertook.

► **Christopher J. Hicks**

Washoe County District Attorney

[chicks@da.washoecounty.gov](mailto:chicks@da.washoecounty.gov)

775-328-3200

Relevant scope of work and services and duration of relationship:

Mr. Hicks, Washoe County District Attorney appointed me Assistant District Attorney and we worked together for 6 years. He can describe, not only the quality of my work as one of his appointed deputies, but my leadership skills as the supervisor of 20 attorneys, my contributions to the culture of the office and the great trust he placed in me to work as his chief civil deputy.

Mr. Hicks was elected Washoe County District Attorney in 2014. Over the 6 years I worked under Mr. Hicks we worked together on a number of complex legal issues involving Washoe County. Mr. Hicks placed his trust in me early in his tenure. He was rewarded with excellent legal work.

► **Vaughn Hartung**

Chairman, Nevada Transportation Authority

[vaughn@vaughnhartung.com](mailto:vaughn@vaughnhartung.com)

775-240-9616

Relevant scope of work and services and duration of relationship:

Mr. Hartung served several years as chairman of the Washoe County Board of County Commissioners and was my public agency client. He can describe the quality of the legal advice I provided to him as presiding officer, the depth of my knowledge of laws governing public agencies and the demeanor with which I served the elected members of the county commission.

Mr. Hartung was elected to the Board of County Commissioners in 2012. I served as the Assistant District Attorney and counsel to the county commission throughout Mr. Hartung's tenure. In his capacity as commissioner and as chair, Mr. Hartung has direct and extensive knowledge of the careful and effective ways I served the elected board.

► **Margaret Crowley, Esq.**

Partner, Mediation Training Center

[Margaret@Crowleymediation.com](mailto:Margaret@Crowleymediation.com)

775-233-6711

Relevant scope of work and services and duration of relationship:

Ms. Crowley was a deputy district attorney and my peer in the District Attorney's Office

for 9 years from 1999 to 2008. She can describe what I am like as a colleague and my ability to work with others in a demanding environment. Since leaving the District Attorney's office Ms. Crowley has become a prominent mediator and mediation trainer. In the vein, Ms. Crowley can attest to my collaborative nature and skills as a problem-solver.

### ***Fees Schedule/Pricing***

Over the past 2 years Lipparelli Legal Services fees for the services of Paul Lipparelli have ranged from \$340 to \$430 per hour depending on the nature of the engagement. Lipparelli Legal Services does not bill for phone calls of less than 15 minutes or for routine emails such as arranging meetings or simple communications about logistics. There are no charges for travel inside 45 miles.

### ***Potential Conflicts***

Paul Lipparelli is the only legal professional at Lipparelli Legal Services. I have no partners or associates whose legal work and clients pose potential conflicts of interest with the proposed TMWA engagement.

I am keenly aware of the legal services I have provided while at Washoe County and in private practice for the past 2 and a half years. I can quickly identify a matter that is a potential conflict. I would have a potential conflict if I had or have an engagement that is substantially related to or materially adverse to a TMWA matter or TMWA's interests. The key to understanding and dealing with conflicts of interests is to identify the moment when the ethical loyalty of the legal professional is divided. Some potential conflicts of interest can be resolved with waivers by clients who are thoroughly informed and give formal written consent. Other conflicts of interest require recusal by the attorney with the conflict.

I currently have ongoing engagements with the Washoe County Regional Transportation Commission and the Truckee Meadows Fire Protection District that would need to be monitored for potential conflicts. I am not aware of any past or present matters which would be a conflict of interest.

### ***Additional Information***

Lipparelli Legal Services currently has an engagement with TMWA to serve as Board Counsel when the Board's current counsel has a conflict. That has occurred once in 2022. That engagement and my involvement with the formation of TMWA has given me exposure to several key TMWA employees and the TMWA Board. I have that experience as a basis for the potential engagement. Additionally, in 28 years as a public lawyer I worked directly with over 25 elected governing board members. I know from that vast experience that each board develops its own culture based on the combination of the personalities and style of the members. The art of being the most effective legal advisor is to employ the style and manner that is most well-suited to that board culture.

Not every legal advisor I observed succeeded in adjusting to board culture. In April of 1999 I received a letter from Greg Smith who served on the Carson City Board of Supervisors in the early 1990s while I was board counsel. He wrote: "I worked with a number of Deputy D.A.'s during my two terms and none were able to attain the respect and admiration that you have from the Board members past & present." Since Mr. Smith had moved on from elected office when he wrote that letter, it meant a great deal to me.

Early in my role as a Washoe County Deputy District Attorney I was assigned as legal counsel to the Regional Planning Governing Board. That board was made-up of representatives from Washoe County, Reno and Sparks. Through that assignment and by also being assigned to other regional boards such as the Debt Management Commission, the District Board of Health, and the Stadium Authority Board I worked directly with representatives of other local governments. I learned early on and continued to learn through the years that the relationships between the representatives of competing local governments can be complicated. I successfully navigated those difficult waters providing legal counsel that was focused on clear, reliable and unbiased.

In 2001 when the Washoe County District Attorney ended its representation of the Regional Planning Governing Board, the Board adopted a resolution of appreciation commending me for having exercised my "responsibilities as legal counsel with exceptional dedication to the best interests of the Regional Planning Governing Board" and noting that the members will "miss the regular presence of Paul Lipparelli." Given that the TMWA Board is also made up of representatives from the county and the cities, I am ready to provide legal counsel with the same dedication to the best interests of TMWA.



McDONALD  CARANO

## McDONALD CARANO PROPOSAL



### **BOARD COUNSEL LEGAL SERVICES**

[mcdonaldcarano.com](http://mcdonaldcarano.com)

2300 West Sahara Avenue, Suite 1200 ■ Las Vegas, Nevada 89102 ■ 702.873.4100

100 West Liberty Street, Tenth Floor ■ Reno, Nevada 89501 ■ 775.788.2000  
Mailing Address: P.O. Box 2670 ■ Reno, Nevada 89505





April 28, 2023

Attn: Board Clerk  
Truckee Meadows Water Authority  
1355 Capital Blvd.  
Reno, NV 89502

Via email [boardclerk@tmwa.com](mailto:boardclerk@tmwa.com)

***Re: McDonald Carano Proposal to Provide Legal Services to the Board of Directors***

Dear Board Clerk,

On behalf of McDonald Carano LLP, I am pleased to submit our Proposal to serve as Board Counsel to provide legal services to the Board of Directors of Truckee Meadows Water Authority (TMWA). McDonald Carano has had the honor of serving as Board Counsel for TMWA since 2001 and we look forward to this opportunity to continue providing the legal services the Board requires to support TMWA's mission to enhance the quality of life in Truckee Meadows by delivering exceptional, customer-focused water services. We are proud of our long-term client relationship with TMWA and our proven track record of loyal, dedicated, and committed service.

As required by the RFP, I provide my signature to this cover letter as an officer empowered to bind McDonald Carano to the provisions of the RFP and any contract awarded pursuant to the RFP. McDonald Carano's Proposal remains valid for at least 90 days from the deadline for receipt of proposal with automatic extension if McDonald Carano is selected for negotiation. McDonald Carano and any individual who will perform work on behalf of McDonald Carano is free of any conflict of interest (e.g., employment by TMWA or a competing corporate or agency interest). Also as required by the RFP, this cover letter provides the following concise synopsis of McDonald Carano's Proposal and credentials to deliver the services sought under the RFP and a general overview of McDonald Carano's philosophy for Board Counsel services and approach.

***Synopsis of Proposal and Credentials -- Experience Representing the TMWA Board***

During our more than 20 years of service to the TMWA Board, we have provided legal services addressing virtually every legal issue imaginable from traditional to nuanced; we have provided legal services in times of significant economic challenge to TMWA and its customers as well as in times of great opportunity; and we have provided legal services with exemplary efficiencies and cost effectiveness made possible by leveraging the decades of knowledge and experience we gained from our long-term service to TMWA and our commitment to reduced fees for TMWA's benefit. Our legal services are time-tested and our expertise is well-demonstrated.

McDonald Carano is thoroughly familiar with TMWA's daily operations; we understand its special governmental structure, and we are well acquainted with the Board's public meetings

and closed-door sessions. We also know how to tailor legal services to a Board of Directors appointed by Reno, Sparks, and Washoe County. For over two decades, McDonald Carano established the unmatched institutional expertise required to provide the Board with legal services that are relevant, responsive, practical, and designed to help the Board meet its responsibilities to TMWA and its customers. McDonald Carano proposes to continue to provide TMWA with that level of experience-based service. Based on our history, McDonald Carano is uniquely positioned to provide the most experienced, proven, and valuable legal services to the Board.

**Synopsis of Proposal and Credentials -- *Experience Representing All Types of Public Entities***

McDonald Carano has served as trusted advisor, general counsel, and special counsel to nearly every type of public entity across Nevada. McDonald Carano has substantial experience in all matters faced by public entities, including open meeting law, ethics law, public records law, administrative law, local government law, and general civil law and procedure. Our clients in this specialized area of practice have included regional councils of governments, water districts, reclamation authorities, joint power authorities, general improvement districts, conservation districts, and fire protection districts among others.

More specifically, our Administrative & Regulatory Law attorneys represent government agencies, providing general legal advice, subject-matter specific regulatory and administrative advice, as well as serve as Board Counsel ensuring compliance with Nevada's Open Meeting Law, Public Records Act, and Ethics in Government Law. We advise on all areas of public agency-related governance matters, conflicts of interest, and other procedural matters, including the introduction and adoption of minute orders, resolutions and ordinances and the scheduling and structure of public hearings, public presentations, and elections. We also represent public entities before regulatory bodies and assert and defend clients in courts at the local, state, and federal levels. McDonald Carano has the extensive subject matter expertise combined with public entity client experience required to provide the full range of specialty legal services the Board requires.

**Synopsis of Proposal and Credentials – *Experience Representing Public Entities Involved in Water Law and Water Resources***

In addition to extensive experience serving public entity clients and providing them with comprehensive public entity related legal services, McDonald Carano provides a third pillar of expertise to TMWA that further distinguishes us from other legal services providers – our specialty expertise in Water Law. Our Water Law practice is part of our Environment & Natural Resources Law Practice which is ranked in the highest Tier 1 category in *The Best Law Firms in America* and the highest Band 1 category in *Chambers USA: America's Leading Lawyers for Business*. McDonald Carano is the only Nevada-headquartered firm that *Chambers* ranks Band 1 in Environmental Law. Our highly regarded expertise in Water Law forms a strong foundation for McDonald Carano being uniquely positioned to provide legal services to the TMWA Board that incorporate our intimate knowledge and understanding of the water laws and regulations that underly the daily operations of TMWA. As identified in this Proposal, McDonald Carano has substantial experience representing public entities in the water resources field.

### **McDonald Carano LLP's Philosophy for Board Counsel Services and Approach**

McDonald Carano was founded with the philosophy of providing excellent service while maintaining the highest standards of the legal profession. Each member of our Firm is dedicated to aggressively pursuing these standards in all aspects of their practice and to each client and every matter. Our lawyers and professionals tailor their services to the specific needs of clients on every engagement and focus their time and energy on understanding the problems facing each client's specific issues. Our attention to detail and focus on the task at hand set us apart from other firms.

Specifically for providing Board Counsel services, our philosophy and approach is tailored to the preferences of the individual Board and its staff. That said, generally our view is that Board Counsel's role should reflect an acknowledgment that the function of Board Counsel is principally to provide procedural advice. That is to say, Board Counsel should work to avoid complicating the Board's deliberations and refrain from providing substantive policy-oriented input or advice that could be construed as an effort to direct the Board's substantive deliberations. At the same time, Board Counsel will inevitably be called upon in certain instances to ensure that the Board's deliberations are conducted in a manner that adheres to Nevada's public policy in favor of transparency and advance notice to the public. In doing so, Board Counsel must be conscientious of the Board's general approach and inclinations.

### **Scope of Work**

We understand the scope of work outlined in the RFP includes: (1) Work with TMWA staff to ensure that all meeting agendas and minutes comply with Nevada Open Meeting Law, (2) Provide legal representation at all TMWA Board meetings and its subcommittees, including, but not limited to, Legislative Subcommittee and Citizens Standing Advisory Committee, (3) Draft and review legal documents as needed, (4) Address specific Open Meeting Law and other statutory compliance issues, and (5) Provide an annual written report to TMWA's financial auditors regarding pending or threatened litigation, claims, or assessments.

As the principal attorney who would serve as Board Counsel on behalf of McDonald Carano, I have experience in all aspects of the Scope of Work in my current role as Board Counsel to TMWA as well as providing a similar scope of work to other public entity clients throughout Nevada. McDonald Carano greatly appreciates the long-term client relationship we have with TMWA and we look forward to TMWA's review of our Proposal and consideration of selecting McDonald Carano to continue serving as Board Counsel. As required in the RFP, we are prepared to provide a presentation to, and answer questions from, the Board in person at the May 18 Board meeting. In the meantime, we welcome questions you might have about our Proposal or additional information you might need. Please contact me at 775.326.4305 or [lfoletta@mcdonaldcarano.com](mailto:lfoletta@mcdonaldcarano.com).

Sincerely,



Lucas M. Foletta, Partner

**II. Applicant/Firm Information**

<b>RFP Requested Information</b>	<b>Response</b>
Provide legal entity name, Federal Employer Identification Number, and form of business	McDonald Carano LLP EIN: 88-0074283 LLP
Provide the Proposal contact name, address, phone number, and email address.	Lucas M. Foletta, Partner 100 W. Liberty Street, Tenth Floor Reno, NV 89501 702.257.4534 <a href="mailto:lfoletta@mcdonaldcarano.com">lfoletta@mcdonaldcarano.com</a>
Identify the principal attorney who will serve as Board Counsel and any other functions requested under Scope of Services.	Lucas M. Foletta, Partner
Identify the location of company headquarters.	100 W. Liberty Street, Tenth Floor Reno, NV 89501

**III. Applicant/Firm Background**

A. Description of background, nature of business, and organizational history.

A sophisticated statewide Nevada law firm, McDonald Carano LLP was established in 1949 by United States Senator Alan Bible and Robert L. McDonald. McDonald Carano is proud to be one of the few remaining full-service founding firms of the Nevada legal community and is uniquely qualified to provide the services sought by the TMWA Board. McDonald Carano has offices in Reno, Las Vegas, and Carson City, and employs more than 60 lawyers, government relations advisors, and professional lobbyists. Many of our team members are third and fourth generation Nevadans. With more than 70 years of service in Nevada, we have a deep and thorough understanding of the interconnected legal, business, and government issues facing our clients. Known for professionalism, integrity, excellence and aggressive representation of clients, McDonald Carano attorneys and professionals have helped achieve our clients’ goals for more than seven decades.

In addition to our Administrative & Regulatory Law attorneys serving as trusted advisor, general counsel, and special counsel to special districts and myriad other public entities across the state, we also offer legal services tailored to businesses, trade associations, nonprofit organizations, and public-private partnerships. McDonald Carano offers a comprehensive range of legal services including Energy, Environment, Public Utility & Natural Resources Law; Commercial & Complex Litigation; Employment & Labor Law; Real Estate & Land Use; Construction Law & Litigation; Tax; Contracts & Business Transactions; Bankruptcy; and Appellate Law. McDonald Carano’s Government Affairs & Advocacy Group is also among the most prominent government relations and lobbying

groups in Nevada. Our comprehensive experience ranges from clients in industries like gaming, mining, energy, education, and healthcare, as well as various trade associations, public entities, and state regulatory agencies.

We pride ourselves on giving back to the Nevada community. Many of our lawyers and professionals are leaders and members of professional organizations focused on strengthening the legal, business and government environment in Nevada. Our lawyers and employees participate in diverse civic activities such as serving as a presidential appointee on a planning agency; gubernatorial appointees to various boards and commissions; board members of numerous charitable organizations; and in moving on from McDonald Carano to serve as judges in federal and state courts.

B. Statement describing experience providing legal services to local agencies.

McDonald Carano serves as trusted advisor, general counsel, and special counsel to nearly every type of special district and myriad other public entities across Nevada. McDonald Carano has substantial experience in all matters faced by public entities, including administrative law, local government law, general civil law and procedure, as well as representation in advocacy, negotiation, lobbying, diplomacy, and government relationship management. We also represent public entities before regulatory bodies and assert and defend client positions in courts at the local, state, and federal levels.

In this section of our Proposal, we understand the RFP requires only the above overview “statement” describing our experience providing legal services to local agencies. We understand the RFP requires a more detailed description of our experience in the section titled “Applicant/Firm Qualifications” which requires providing “Experience, in detail, of providing government/municipal legal services” and “Experience, in detail, working with Nevada local government agencies.” We provide this requested detail in Section IV.

C. Location of office that will be providing services.

100 W. Liberty Street, Tenth Floor, Reno, NV 89501

D. Awards, honors or public recognition of you, your firm, or both, concerning the provision of legal services.

**Lucas Foletta Awards and Recognitions**

- Lucas Foletta is recognized in the 2021, 2022 and 2023 editions of *The Best Lawyers in America* in the category of Administrative & Regulatory Law. Inclusion in *The Best Lawyers in America* is based on selection by peers in the legal profession who practice in the same area of law and in the same geographic region.

- *Nevada Business Magazine* included Lucas Foletta in its list of “Legal Elite: Best Government Attorneys” in 2013.
- Chair, Energy, Utility, and Communication Law Section, Nevada State Bar
- Member, Northern Nevada Disciplinary Panel, Nevada State Bar

### **McDonald Carano LLP Awards and Recognitions**

- *Northern Nevada Business Weekly* Best In Business Awards (2022)  
In *Northern Nevada Business Weekly*’s Best In Business contest, McDonald Carano received the highest number of votes in two categories – Law Firm (1<sup>st</sup> place) and Most Philanthropic Company with more than 30 employees (1<sup>st</sup> place). Three attorneys in our Reno office also received the three highest numbers of votes (1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> place) in the “Influential Leader” category and two attorneys received the two highest numbers of votes (1<sup>st</sup>, 2<sup>nd</sup> place) in the “Up & Coming Business Person” category. The Best In Business contest determines “which business leaders and companies have had the biggest impact in the Northern Nevada business community.”
- *Chambers USA: America’s Leading Lawyers for Business* (2023)  
McDonald Carano received more Practice Group rankings than any other law firm in Nevada from *Chambers USA: America’s Leading Lawyers for Business*, the legal profession’s most respected resource for selecting outside counsel. McDonald Carano is recognized in Commercial Litigation, Corporate Law, Environmental Law, Gaming & Licensing Law, Real Estate Law, Construction Law, and Trust & Estates Law.
- *The Best Law Firms in America* (2023)  
In the U.S. News–Best Lawyers *Best Law Firms in America* report, McDonald Carano’s Reno office received the highest Tier 1 recognition in the following 16 areas of law -- Administrative/Regulatory Law, Government Relations, Bankruptcy, Closely Held Companies and Family Businesses Law, Commercial Litigation, Construction Law, Construction Litigation, Corporate Law, Energy Law, Environmental Law, Gaming Law, Trust & Estates Law, Trust & Estates Litigation, Nonprofit/Charities Law, Real Estate Law, and Tax Law.
- *The Best Lawyers in America* (2023)  
In addition to Lucas Foletta, 19 additional attorneys in our Reno office were selected by their peers for inclusion in *The Best Lawyers in America*. Three Reno office lawyers also received Lawyer of the Year awards and one lawyer received a Ones to Watch award. The total 20 attorneys are recognized for their legal expertise in the following areas of law: Administrative/Regulatory Law, Government Relations Practice,

Appellate, Commercial Litigation, Gaming Law, Tax Law, Bet-the-Company Litigation, Construction Law, Construction Litigation, Arbitration, Closely Held Companies and Family Businesses Law, Corporate Law, Nonprofit/Charities Law, Real Estate Law, Trust and Estates Law, Bankruptcy and Creditor Debtor Rights/Insolvency and Reorganization Law, Labor and Employment Litigation, Trust and Estates Litigation, Energy Law, Environmental Law, Business Organizations (including LLCs and Partnerships), and Mergers and Acquisitions Law.

- *Super Lawyers and Rising Stars (2023)*  
*Mountain States Super Lawyers* magazine includes five of our Reno office attorneys in its list of Super Lawyers and four of our Reno office attorneys in its list of Rising Stars. The Mountain States Super Lawyers list covers Nevada, Idaho, Montana, Utah and Wyoming, and no more than 5 percent of attorneys in each state are included.

#### IV. Applicant/Firm Qualifications

- A. Experience, in detail, of providing government/municipal legal services and working with Nevada local government agencies.

- **All Types of Public Entity Clients**

McDonald Carano attorneys serve as trusted advisors, general counsel, and special counsel to nearly every type of special district and myriad other public entities across the state. McDonald Carano has substantial experience in all matters faced by public entities. Our Government Affairs & Advocacy professionals also serve a similarly vast range of public entities with representation in advocacy, negotiation, lobbying, diplomacy, and government relationship management.

Our clients in this specialized area of practice have included regional councils of governments, water districts, joint power authorities and transportation, conservation, sanitation, wastewater, and community service districts, as well as fire protection, parks and recreation, hospital, and resource conservation agencies. In addition to Truckee Meadows Water Authority, representative clients include Western Regional Water Commission, Northern Nevada Water Planning Commission, Washoe County Water Conservation District, Carson Truckee Water Conservancy District, Clark County Water Reclamation District, Tahoe Regional Planning Agency, City of Fernley, City of Fallon, Department of Taxation, Secretary of State, Office of the Governor, Washoe County School Board, City of Las Vegas, City of Reno, State Board of Professional Engineers & Land Surveyors, State Board of Osteopathic Medicine, State Board of Oriental Medicine, State Chiropractic Examiners Board, State Board of Optometry, and State Board of Podiatry.

- **Comprehensive Range of Public Entity Legal Services**

We maintain a proven track record of providing comprehensive and effective legal and government affairs counsel to special districts and other public agencies on all issues associated with operations, administration, finance, and regulation. We also represent special districts before regulatory bodies and assert and defend client positions in courts at the local, state and federal levels. We advise on district formation, policy matters and regulation, as well as issues relating to employment and labor, real estate acquisitions, land use, development and dispositions, environment and natural resources, public works projects, procurement, taxation, construction, leasing, contracts, and litigation/dispute resolution. Our experience also includes all areas of public contracting and bidding, public finance, and the permitting and approval of and compliance with the full range of environmental restrictions in large-scale public and public-private development initiatives.

As part of our Administrative & Regulatory Law practice, we regularly represent government agencies, providing general legal advice, subject-matter specific regulatory and administrative advice, as well as act as board counsel, ensuring compliance with Nevada’s open meeting law, public records act, and ethics laws. We advise on all areas of public agency-related governance matters, public records requirements, conflicts of interest and other procedural matters, including the introduction and adoption of minute orders, resolutions and ordinances and the scheduling and structure of public hearings, public presentations, and elections.

- **Unmatched Experience Serving Public Clients in the Water Resources Field**

McDonald Carano has extensive experience in Nevada Water Law, which is part of our Environment & Natural Resources Law Practice. Our highly regarded reputation in this area of expertise is underscored by the Practice Group being ranked in the highest Tier 1 category in *The Best Law Firms in America* and highest Band 1 category in *Chambers USA: America’s Leading Lawyers for Business*. McDonald Carano is the only Nevada-headquartered firm that *Chambers USA* ranks Band 1 in Environmental Law in Nevada.

Our experience includes representation of clients on a myriad of water resources issues, including litigation, administrative matters, and regulatory proceedings before the Nevada State Engineer. We have also represented clients in connection with water rights transactions and related permitting applications before state and federal agencies. These engagements have given us an in-depth understanding of state and federal water management laws and processes. As counsel to irrigators, developers, water purveyors and other water users, we also are familiar with the legal tension between groundwater and surface water diversions. We have litigated cases that involve claimed conflicts between groundwater and surface water sources, and we have assisted clients to develop a groundwater management plan that addresses over appropriation of groundwater and seeks to alleviate claimed conflicts with surface springs.



As explained in this Proposal, McDonald Carano attorneys have experience providing the comprehensive range of specialty legal services unique to public entities to nearly every type of special district and myriad other public entities across the state. To demonstrate our expertise in a manner that is particularly relevant and applicable to Truckee Meadows Water Authority, the following examples of our experience focus on serving public entity clients in the water resources field. We can provide additional examples of our experience serving public entities outside of the water resources field.

*General Counsel for the Truckee Meadows Water Authority (TMWA)*

- Since its inception in 2001, McDonald Carano has served as general counsel to the Truckee Meadows Water Authority. We have provided legal counsel pertaining to municipal law, including public contracting and procurement, public works and bid procedures, public property management, mergers, acquisitions and dispositions, Nevada Open Meeting Law, the Nevada public records act, employment/labor-related matters, and government affairs.
- We attend and provide legal advice at board, standing advisory committee, legislative subcommittee, and other meetings; review agendas and meeting minutes for compliance; advise on asset acquisition, protection, and disposal; negotiate and draft agreements, leases, easements, and other legal documents; advise on risk management and liability; advise on human resources issues; and defend employment litigation and labor disputes.
- We advised and oversaw legal compliance of the multi-year process involved in the merger of Washoe County Water Resources and the South Truckee Meadows Water General Improvement District water utilities into TMWA.
- We successfully represented TMWA in the negotiation and acquisition of water and storage rights in Donner Lake, including associated easements for dam operations.

*Washoe County Water Conservation District (WCWCD)*

- As general counsel, McDonald Carano represents the Washoe County Water Conservation District, an irrigation district organized pursuant to NRS Chapter 539. We provide advice on public property management, Nevada Open Meeting Law compliance, employment/labor-related matters, and government affairs. The Firm serves as dispute resolution (arbitration and litigation) counsel for WCWCD in its employment/labor related lawsuits and other types of disputes.
- We have advised on matters related to the Boca Dam and reservoir operations; participated in implementation of the Truckee River Operating Agreement, including meetings with TROA parties; negotiated, drafted and oversaw legal

issues arising from contracts with third parties including the Bureau of Reclamation; testified before legislative bodies and worked with federal and state representatives on funding, legislation, and other matters.

*Western Regional Water Commission*

- McDonald Carano serves as general counsel to the Western Regional Water Commission. We provide legal counsel pertaining to municipal law, including public contracting and procurement, Nevada Open Meeting Law, the Nevada public records act, government affairs, and employment/labor-related matters.

B. List all public clients for whom you currently provide services under a fee for service or retainer basis.

- Truckee Meadows Water Authority
- Western Regional Water Commission
- Washoe County Water Conservation District
- Northern Nevada Water Planning Commission
- City of Fallon
- Washoe County School District
- Nevada State Board of Optometry
- Nevada State Board of Osteopathic Medicine
- Public Employees' Retirement System of Nevada

C. Indicate the meeting dates and schedules for public bodies for the prospective lead attorney.

- Washoe County Water Conservation District, First Tuesday of the month, afternoon
- Western Regional Water Commission, Third Wednesday of the month, before TMWA
- Northern Nevada Water Planning Commission, First Wednesday of the month, afternoon

**V. Principal Attorney**

Lucas Foletta will serve as the principal attorney to the TMWA Board. Lucas will be responsible for assigning work to other lawyers at McDonald Carano, including professionals in the Government Affairs Group, as appropriate. We anticipate the possibility of utilizing other McDonald Carano lawyers, with specialties in all aspects of the potential engagement as Board Counsel, who will play an integral role in supporting McDonald Carano's work as Board Counsel. When appropriate and consistent with the proper representation of clients, we use other attorneys, paralegals, investigators, associates, and staff members in order to maximize value and turnaround time. We believe the utilization of other attorneys in special practice areas, associates, investigators, paralegals or staff members, in consultation with the Board and under the supervision of partners and managers, as appropriate, enables us to maintain our economic, efficient, and high-quality legal representation.



Lucas M. Foletta

[lfoletta@mcdonaldcarano.com](mailto:lfoletta@mcdonaldcarano.com), 775.326.4305

Lucas Foletta co-chairs the Energy, Environment & Natural Resources Law Practice. He helps clients in a variety of industry sectors, including government agencies, develop comprehensive strategies to tackle their operational, regulatory and policy challenges in Nevada. His public agency clients include the Truckee Meadows Water Authority, Western Regional Water Commission, Northern Nevada Water Planning Commission, and Washoe County Water Conservation District. He provides general legal advice to these entities and acts as board counsel, providing guidance on open meeting law, public records act and ethics laws.

Equipped with industry experience and an on-the-ground perspective from his previous work in government, Lucas represents clients before the Nevada Legislature and state and local government in regulatory and government affairs matters. He also handles appeals of administrative matters in state court, having litigated cases to the Nevada Supreme Court. In his regulatory practice, Lucas has significant experience with issues facing the energy industry, representing some of the largest energy users in rate cases and other contested proceedings before the PUC. His practice extends to environmental permitting and environmental compliance matters, including permitting due diligence for renewable energy projects.

Outside the energy field, Lucas has represented clients before numerous state and local agencies on regulatory matters, including licensing applications and regulatory enforcement actions. These agencies include the Nevada Gaming Control Board and the Nevada Gaming Commission, the Financial Institutions Division, the Division of Purchasing, the Board of Medical Examiners, the Nevada Transportation Authority, the Mortgage Lending Division, the Nevada Department of Taxation, the Nevada Division of Environmental Protection, the Real Estate Division, the Division of Insurance, the Department of Health and Human Services, the Board of Pharmacy, the Department of Motor Vehicles and the Division of Water Resources.

In his government affairs practice, Lucas lobbies government entities to assure successful outcomes for clients. Prior to joining the Firm, Lucas served as general counsel and policy director to Governor Brian Sandoval, where he advised the Governor on legal matters in a variety of areas, including separation of powers, legislative process and administrative law. He also led the development of the Governor's policy agenda and worked with legislators to secure passage of key initiatives. Prior to the Governor's Office, Lucas held the position of Assistant United States Attorney in the U.S. Attorneys Office – District of Nevada. He began his career as a law clerk for then U.S. District Court Judge Brian Sandoval. Lucas is recognized in *The Best Lawyers in America* in Administrative & Regulatory Law.

**VI. References (permission to contact)**

Kim Rigdon, Water Resources Program Manager  
 Western Regional Water Commission  
 (775) 225-5246  
 Email: [KRigdon@washoecounty.gov](mailto:KRigdon@washoecounty.gov)  
 Board Counsel services  
 February 2022 start date

Cory Casazza, Director  
 Washoe County Water Conservation District  
 (775) 772-0299  
 Email: [corycasazza@yahoo.com](mailto:corycasazza@yahoo.com)  
 Board Counsel services  
 February 2022 start date

Erin McMullen Midby, Vice President of Government Affairs  
 Boyd Gaming Corporation  
 (702) 409-1813  
 Email: [Erinmcmullen@boydgaming.com](mailto:Erinmcmullen@boydgaming.com)  
 Energy law services  
 June 2017 start date

**VII. Fee Schedule/Pricing**

Name	Title	Hourly Rate
Lucas M. Foletta	Partner	\$275

**VIII. Potential Conflicts**

At the core of McDonald Carano’s business is our commitment to integrity and professionalism. As a law firm, we strictly adhere to the Nevada Rules of Professional Responsibility in our handling of existing or potential conflicts with all clients. Our team understands the gravity of the situation when conflicts of interest, or the mere potential for the same, are not treated with the level of attention that they deserve. If we are selected, we will commit to a strong practice of disclosing any and all relationships that may reasonably be construed as conflicts. We will always advise TMWA of a potential conflict and work to remedy the issue immediately. During our more than 20 years of service to the TMWA Board, the few potential conflicts that did arise were successfully addressed to the satisfaction of all parties without disruption to our service to the TMWA Board. We anticipate similar success in successfully addressing potential conflicts in the future. At this time, we have not identified any potential conflicts.

**Truckee Meadows Water Authority  
Request for Proposal & Qualifications  
Board Counsel Legal Services**

**Prepared by Parsons Behle & Latimer**

**April 27, 2023**

**PARSONS  
BEHLE &  
LATIMER**

*A Different*  
**LEGAL  
PERSPECTIVE**



50 West Liberty Street, Suite 750  
Reno, Nevada 89501  
Main 775.323.1601  
Fax 775.348.7250

A Professional  
Law Corporation

Michael R. Kealy  
Attorney at Law  
Direct 775.789.6544  
MKealy@parsonsbehle.com

April 27, 2023

**VIA EMAIL**

Sonia Folsom  
Executive Assistant  
Truckee Meadows Water Authority  
1355 Capital Blvd.  
Reno, NV 89502

RE: Response to Request for Proposals And Qualifications – Board Counsel Legal Services

Dear Ms. Folsom:

Thank you for providing Parsons Behle & Latimer (“Parsons” or “Firm”) the opportunity to submit this proposal to provide Board Counsel legal services to Truckee Meadows Water Authority (“TMWA”).

Parsons has deep experience in providing legal advice of this type to a wide variety of companies across multiple industry sectors, including the natural resources industry. Given the breadth and depth of our experience, we believe that Parsons is uniquely positioned to provide TMWA expert advice on all aspects of Nevada Open Meeting law, administrative law, local government law and general civil law and procedure in a cost-efficient and successful manner, consistent with the way in which the Firm has provided legal services to other clients, including TMWA, over the years.

Attorneys in the Reno office of Parsons focus on bankruptcy, corporate, employment and labor, energy and utilities, environmental and natural resources, litigation, real estate, and water law. Our diverse practice makes the firm unique in the Reno area. The principal attorney, Justina Caviglia, has 17 years of legal experience representing public and private clients in Nevada in matters involving Nevada Open Meeting law, administrative law, and general civil law and procedure. Justina will work with TMWA staff to ensure compliance with the Nevada Open Meeting Law, provide legal representation at all TMWA Board meetings and its subcommittees, draft and review legal documents as needed, address specific Open Meeting Law and other statutory compliance issues, provide annual written reports, and other work as needed. Parsons will also leverage its collective experience and expertise to help TMWA achieve the best possible outcomes.

Several other attorneys in the Reno office have experience representing public agencies and advising on the Open Meeting Law, as set forth in more detail in reference to Applicant Qualifications.

Parsons will bring its fundamental core values that have guided the Firm since its inception to its representation of TMWA: client service; professional integrity; ethics and professionalism; collegiality; and community service. Parsons strives for innovation to find a better way to practice law by challenging

April 27, 2023  
Page Two

the status quo for more than 140 years. Our philosophy as Board Counsel is first to listen, and seek understanding of TMWA's needs, objectives and expectations. Through this ongoing communications process, Parsons would strive toward providing solution-based advice or recommendations that serves and protects TMWA's best interests. Parsons' goal is to utilize technology and innovation to drive efficiencies, pricing predictability, reduce costs and add increased value to our clients. Parsons is dedicated to providing superior legal services as Board Counsel to TMWA.

At the outset of the representation, the Parsons team will meet with the TMWA to identify ongoing work, learn about TMWA's internal policies practices, and establish deadlines. After the initial meeting, the Parsons team anticipates scheduling regular meetings, weekly or bi-weekly, with TMWA's professional staff to address any issues that are currently pending. Parsons will work with TWMA's professional staff to create a written budget, will update that budget on a quarterly basis with input from the TMWA legal team, and will work with TMWA to manage attorney fees and costs.

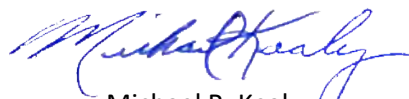
In addition to the experience with public agencies and the Open Meeting Law, our Reno attorneys have broad experience handling environmental and regulatory matters, water law, energy and utility law, employment issues, complex transactions, and litigation in all such areas. As part of this RFP, we have supplied bios for members of our Reno team. We have the ability to draw upon considerable expertise of colleagues in Parsons' other offices if needed to address novel issues that we have encountered in one or more of our regional offices.

By submitting our response to TMWA's RFP for Board Counsel legal services, Parsons' proposal will remain valid for a least 90 days, and should the Firm be considered for negotiation, it will also automatically remain valid during this period. Parsons and its proposed legal team as set forth in our response is free of any conflicts of interest with TMWA.

Parsons believes that our deep experience, substantive knowledge of the legal services outlined in the RFP, cost efficiency and capacity will provide substantial value and make the Firm uniquely qualified to represent TMWA. Thank you for this opportunity and your consideration. Please let me know if you have any questions or would like to discuss our qualifications further.

Sincerely,

PARSONS BEHLE & LATIMER



Michael R. Kealy  
Reno Office Managing Shareholder

**Truckee Meadows Water Authority**

**APPLICANT & FIRM INFORMATION**

**Parsons Behle & Latimer**  
**Professional Law Corporation**  
**EIN#: 87-0279766**  
[www.parsonsbehle.com](http://www.parsonsbehle.com)

**Corporate Headquarters**  
 Parsons Behle & Latimer, PLC  
 201 S. Main Street, Suite 1800  
 Salt Lake City, Utah 84111

Proposal Contact	Principal Attorney
Michael R. Kealy Managing Shareholder - Reno 50 West Liberty Street, Suite 750 Reno, Nevada 89501 775.323.1601 <a href="mailto:mkealy@parsonsbehle.com">mkealy@parsonsbehle.com</a>	Justina Caviglia 50 West Liberty Street, Suite 750 Reno, Nevada 89501 775.789.6559 <a href="mailto:jcaviglia@parsonsbehle.com">jcaviglia@parsonsbehle.com</a>

**APPLICANT & FIRM BACKGROUND**

Founded in 1882 in Virginia City and Carson City, Nevada, Parsons is one of the oldest and best-known law firms in the Intermountain West. Headquartered in Salt Lake City, with offices in Reno, Nevada, Boise, Idaho Falls and Rexburg, Idaho, Helena and Missoula, Montana, Lehi and Park City, Utah, the Firm employs approximately 360 employees. Parsons offers a complete range of legal services to all types of industries locally, nationally and internationally. The Firm has established relationships with multi-billion dollar companies, start-ups, high-tech businesses of all types, manufacturing, healthcare and financial institutions, utilities and state, local and federal agencies.

With more than 190 attorneys, Parsons offers businesses a depth and range of services in the areas of: Antitrust and Competition; Banking and Finance; Corporate Transactions and Tax; Corporate Restructuring; Energy; Environmental and Natural Resources; Employment and Labor; Estate Planning and Trusts; Government Relations and Lobbying; Healthcare; Intellectual Property; Immigration; Litigation; Mining; Real Estate; and Water Law. We have proudly offered clients these types of legal services for a minimum of 60 years, and in some cases since the firm was founded more than 140 years ago.

We pride ourselves in providing our clients with efficient, timely, practical, problem-solving advice. Parsons is consistently one of the most cost-effective firms on both a regional and national basis. This is the result of an operating structure that is not as highly leveraged as other firms. We also have been careful in managing our





own costs, avoiding debt and making natural, strategic growth decisions. Because of this, our hourly rates are among the most competitive in the nation for firms of our experience, expertise and size.

Parsons sustained success in delivering high quality service to our clients is firmly rooted in our fundamental core values that have guided the firm since inception – client service; professional excellence; integrity, ethics and professionalism; collegiality; diversity, equity and inclusion; and community service. These core values are shared throughout the firm through a spirit of teamwork among our attorneys, paralegals and professional staff. The Firm has been successful in attracting and employing outstanding graduates and lateral professionals well suited for our clients.

## LOCAL AGENCY EXPERIENCE

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1. **City of Fernley** – advised public works staff on Nevada’s Open meeting law and records requests.
2. **City of Reno** – representing the City of Reno on geothermal lease matters at Steamboat.
3. **Clean Water Coalition** – General and litigation counsel, defeating legislative sweep of Coalition funds.
4. **Moapa Valley Water District** – advise on regulatory and water management matters.
5. **Pershing County** – representing Pershing County relative to law enforcement obligation at Burning Man.
6. **Washoe County School District** – advising on water right asset management
7. **Regional Transportation Commission of Washoe County** – litigation counsel, employment matters, bus accidents and eminent domain.
8. **South Truckee Meadows General Improvement District** – general counsel, attend meetings, provide guidance on Nevada’s Open Meeting law and represent STMGID in its merger with TMWA.
9. **Truckee River Fund Advisory Committee** – attend regular meetings and advise on Open Meeting Law.

Parsons will provide TMWA Board Counsel legal services from its Reno, Nevada office.

## FIRM AWARDS & RECOGNITION

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Among its many recent achievements, Parsons was recognized as having more Best Lawyers in America than any other Utah-based law firm. Chambers USA ranked Parsons’ Nevada, Idaho and Utah practices among the highest in general commercial litigation, environmental law, energy and natural resources, corporate mergers and acquisitions, labor and employment, real estate, and intellectual property in its

2022 Client's USA Guide. Parsons has more attorneys individually recognized by Chambers USA than any other Utah-based law firm.

Sarah Ferguson – Best Lawyers of America recognition, 2021-2023; Nevada Business Magazine – Legal Elite/Top ranked attorneys; Vice President, Northern Nevada Legal Aid Board of Directors; Trustee, University of Nevada, Reno Foundation Board.

Michael R. Kealy – Best Lawyers of America recognition, 2008-2023, including Lawyer of the Year in Real Estate Litigation in 2015; Super Lawyers Recognition in Business Litigation, multiple years; Past President of the Bruce R. Thompson American Inn of Court; Fellow, American Bar Association.

Gregory H. Morrison - Best Lawyers of America recognition, 2021 & 2022: Ones to Watch (Environmental and Natural Resources Law) 2021 & 2022.

Ashley C. Nikkel – Best Lawyers of America recognition, 2021-2023; Mountain States Super Lawyers (Business Litigation) 2021-2022; Nevada Legal Elite 2023, 2020, 2017, 2016 & 2015. Nevada Center for Civic Engagement Board of Directors.

## APPLICANT & FIRM QUALIFICATIONS

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### Proposed Legal Team

#### Justina Caviglia

Justina Caviglia has practiced law in Nevada since 2006. She is a recent addition to the Parsons' Energy, Environment and Natural Resource Practice team. Justina's practice focuses on regulatory, water and natural resources. Justina comes to Parsons after working as a senior regulatory attorney for two private utilities: NV Energy, and Great Basin Water Co./Bermuda Water Co. During her time with the NV Energy, Justina represented the Company in all water right matters and negotiated a drought service agreement with TMWA. Prior to her work with the two public utilities, Justina worked for the Nevada Office of the Attorney General representing the Division of Water Resources, Nevada State Engineer, and was a member of the Division of Government and Natural Resources' team that investigated alleged violations of the Nevada Open Meeting Law.

Justina began her career in Douglas County, as a civil district attorney, representing the County in administrative, regulatory and litigation matters. During this time Justina represented and attended the meetings of various boards and commissions to ensure Nevada Open Meeting law compliance. Justina served as a judicial law clerk to the Honorable David Gamble in the Ninth Judicial District Court of Nevada. Justina is a graduate of the William S. Boyd School of Law and the University of Nevada. Justina is currently a permanent member of the Supreme Court of Nevada's Commission on Judicial Selection.

As a new addition to the Parsons team, Justina is not currently representing other public entities and does not have any conflicting meeting dates or schedules that would impact representing TMWA during Board or subcommittee meetings.

### **Michael R. Kealy**

Michael Kealy has broad based experience in litigation and trial in contexts of real estate, natural resources (water rights, mining and geothermal leases), business torts and general contract/commercial litigation. In the past, Mr. Kealy served as litigation counsel for the Regional Transportation Commission of Washoe County and was lead litigation counsel for the Clean Water Coalition in successfully challenging legislation which attempted to sweep the funds of the Coalition into the state general fund. Mr. Kealy has also represented real property owners relative to transactions, easements/rights of way, and developments. Together with colleague Rew R. Goodenow, Mr. Kealy also represented the South Truckee Meadows General Improvement District at regular public meetings, at times in reference to Nevada's Open Meeting Law. Mr. Kealy offers a sensible approach to clients reflective of decades of experience and a focus on the client needs and objectives.

Mr. Kealy served on the Firm's Board of Directors for a period of seven years and has been the managing shareholder of the Parsons' Reno office for the past 18 years. Mr. Kealy is also an active member of the Board of Trustees for EDAWN.

### **Sarah Ferguson**

Sarah Ferguson is a shareholder in Parsons' litigation and employment and labor law practice teams. As an employment advisor and advocate, Ms. Ferguson frequently assists clients with employment matters that range from day-to-day issues, like handbooks and record keeping, to highly sensitive issues, like terminations and internal investigations. She also regularly represents clients in employment litigation. In the context of corporate litigation, Ms. Ferguson handles all phases of litigation including strategy, depositions, and court appearances. Ms. Ferguson's extensive experience spans various industries including mining, aerospace, and gaming. Currently, Ms. Ferguson also serves as general counsel for the Truckee River Fund Advisory Committee.

Ms. Ferguson is committed to serving the Reno community and to that end, has an active *pro bono* practice, including direct services and community outreach. A Reno native, Ms. Ferguson practiced in New York City, focusing on white collar defense and commercial litigation, before returning to Nevada in 2017. Prior to commencing private practice, she served as a law clerk for the Hon. Howard D. McKibben of the United States District Court for the District of Nevada.

### **Ashley C. Nikkel**

Ashley C. Nikkel is a shareholder on the environmental, energy and natural resources, and litigation practice teams at Parsons. Ms. Nikkel primarily provides environmental counsel for clients operating on public lands. She handles all

stages of the environmental permitting and compliance at local, state and federal levels, with particular expertise in the National Environmental Policy Act (NEPA). She also advises on complex real property transactions and related due diligence. Ms. Nikkel's extensive commercial litigation experience in state and federal court, including quiet title and contractual disputes, allows her to defend clients should a dispute arise, evaluate ongoing appellate risk, and appeal if necessary. Prior to joining Parsons, she clerked for the Honorable Judge Janet J. Berry at the Second Judicial District Court in Reno, and the Honorable Mark Gibbons at the Nevada Supreme Court in Carson City.

A native of the Reno-Tahoe area, Ms. Nikkel is passionate about civic education, serving on the Nevada Center for Civic Engagement's Board of Directors and coaching over a decade's worth of nationally-ranked teams from Incline High School's Center for Civic Education "We the People" program. She is also an active member of the Northern Nevada Women Lawyers Association, Washoe County Bar Association, the Foundation for Natural Resources and Energy, National Mining Association, Nevada Mining Association, and American Exploration and Mining Association.

### **Gregory H. Morrison**

Greg has practiced law in Nevada since 2011 and is also licensed to practice in California. He joined Parsons' Energy, Environment and Natural Resource Practice team in 2016 as a practitioner focusing on water law. Mr. Morrison represents both public- and private-sector clients, including multiple public agencies, regarding water acquisition and maintenance, as well as regulatory and transactional matters. Mr. Morrison currently represents the Moapa Valley Water District in several regulatory and water management matters.

Prior to joining Parsons, Mr. Morrison represented public water agencies including the City of Fernley, including advising department of public works staff on compliance with Nevada Open Meeting laws and matters relating to public information, as well as administrative and judicial efforts toward implementation of the Truckee River Operating Agreement (TROA). Mr. Morrison also represented the Southern Nevada Water Authority in efforts to secure groundwater in eastern Nevada.

### **Jake Ward-Herzik**

Jake is an associate on Parsons' environmental, energy and natural resources practice team. Mr. Ward-Herzik brings his technical background and experience in government affairs to serving the Firm's clients. Mr. Ward-Herzik earned his law degree from the William S. Boyd School of Law at the University of Nevada, Las Vegas. He also holds a master's in public affairs from the University of Texas at Austin, where he researched water system rate structures and transboundary water resources. A native Nevadan, Mr. Ward-Herzik enjoys serving Reno-based clients and communities.

Complete attorney biographies are included as **Attachment A**.

## CURRENT PUBLIC CLIENTS

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1. Moapa Valley Water District – No meeting schedule commitment
2. Pershing County – No meeting schedule commitment
3. Truckee River Fund Advisory Committee – Sarah Ferguson scheduled to attend meetings on May 19, 2023, August 18, 2023, and November 17, 2023
4. Washoe County School District – No meeting schedule commitment

## PROFESSIONAL REFERENCES

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1. Michael McCarthy  
General Counsel U.S.  
Barrick Gold  
801.990.3903 | [mmcarthy@barrick.com](mailto:mmcarthy@barrick.com)  
Scope: Parsons provides a wide range of counsel for Barrick Gold and its subsidiaries including federal and state regulatory advice and compliance, transactional negotiation, documents, and due diligence support, and litigation defense. The Firm has represented Barrick Gold for more than 40 years.
2. Lauren Renda  
Philanthropic Advisor  
Community Foundation of Northern Nevada  
775.333.5499 ext. 24 | [lrenda@nevadafund.org](mailto:lrenda@nevadafund.org)  
Scope: Parsons provides counsel regarding Open Meeting Laws and general board governance during regularly scheduled committee meetings. Sarah Ferguson has represented this client since 2019 and brought them with her to Parsons in 2023.
3. Joseph Davis  
General Manager  
Moapa Valley Water District  
707.397.6893 | [joe@moapawater.com](mailto:joe@moapawater.com)  
Scope: Parsons provides general water rights management and maintenance advice; administrative review and litigation relating to southern Nevada water management. Parsons has represented this client since 2008, with Greg Morrison assuming responsibility in 2016.
4. Steve Mims  
Business Manager  
Tahoe Carson Radiology (TCR) and affiliated High Desert Imaging, LLC (HDI)  
775.745.1194 | [mims@tcrad.com](mailto:mims@tcrad.com)  
Scope: Parsons provides professional service agreements, shareholder agreements, employment matters, operating agreements, business litigation,

and provide ongoing general business counsel to the Board of Directors and entity owners. Michael R. Kealy has represented TCR since 2010, and HDI since it was organized in 2016.

**FEE SCHEDULE & PRICING**

Justina Caviglia is available to serve as the principal attorney and relationship manager for TMWA. Justina would work with and oversee the remainder of the proposed Parsons team and engage additional Firm resources as necessary including associates and paralegals, to ensure that TMWA’s needs are met timely and efficiently as those needs arise.

The billing rates listed below are standard rates set for 2023. However, we are proposing an immediate ten percent (10% discount) on all work performed on an hourly billing rate. However, if awarded TMWA’s contract, Parsons will hold its 2023 discounted billing rates through December 31, 2024.

Attorney	Years Exp.	2023 Billing Rates	2023 Discounted Billing Rates
Justina Caviglia	17	\$425	\$383
Michael R. Kealy	40	\$620	\$558
Sarah Ferguson	11	\$450	\$405
Ashley C. Nikkel	11	\$405	\$365
Gregory Morrison	12	\$405	\$365
Jake Ward-Herzik	1	\$325	\$293

**ALTERNATIVE FEE ARRANGEMENTS**

Parsons is also willing to work with TMWA to develop alternative fee arrangements as appropriate and desired. Possible arrangements include, but are not limited to flat fee arrangements, fixed fees and blended rates. Parsons would work with TMWA as a matter arises to determine whether it is appropriate for an alternative fee arrangement, and to identify the specific structure that works best for the Firm and TMWA.

**POTENTIAL CONFLICTS**

Parsons does not currently have any conflicts that would preclude the Firm from providing TMWA legal services. Though Parsons represents individuals and businesses that are undoubtedly customers of TMWA, we are unaware of any such clients that would present a conflict with Parsons providing Board counsel for TMWA.



# Attachment A

## Attorney Biographies

*Justina Caviglia has more than 15 years of administrative, litigation and appellate experience in utility, regulatory, water, environmental and natural resource fields. She is an of counsel attorney in Parsons' Reno office.*



## Justina Caviglia

Of Counsel | Reno

### Biography

With experience in several administrative and litigation fields including energy, gas, water, wastewater, environmental and infrastructure matters, Justina Caviglia has represented clients before various administrative agencies, district courts, the Nevada Supreme Court and the Ninth Judicial District Court of Appeals. She is a member of Parsons' Energy, Environmental and Natural Resources practice teams. While licensed in Nevada and Washington, Justina also practices in Oregon, Utah, Idaho and Arizona.

Justina joins Parsons Behle & Latimer following her work as a senior regulatory attorney with two private utilities, a water and wastewater utility and an electric and gas utility, handling various regulatory matters before the Public Utilities Commission of Nevada and the Nevada State Engineer.

To the benefit of her natural resource clients, Justina possesses a deep understanding of, and extensive experience with, municipal processes and procedures from her work with local and state natural resource divisions.

Prior to her work with private utility companies, Justina represented the Division of Water Resources and the Nevada State Engineer, handling litigation and administrative appeals involving surface water, groundwater, dam and dam safety and other administrative decisions. She has also represented local government in various administrative, regulatory, litigation and appellate matters, which included all water and utility matters for the local municipal utility.

At the beginning of her legal career, Justina served as a law clerk for the Hon. David Gamble in the Ninth Judicial District Court of Nevada.

### Contact information

775.789.6559

[jcaviglia@parsonsbehle.com](mailto:jcaviglia@parsonsbehle.com)

### Capabilities

Energy & Utilities

Environmental & Natural Resources

Government Relations & Lobbying

Water Rights, Quality & Infrastructure

### Licensed/Admitted

Nevada

Washington

U.S. Court of Appeals, 9th Circuit

U.S. Dist. Court, Dist. of Nevada



## Experience

### **United States Supreme Court in Coachella Valley Water District v. Agua Caliente Band of Cahuilla Indians**

King v. St. Clair, 414 P.3d 314 (NV, 2018)

Available at [https://ag.nv.gov/uploadedFiles/agnv.gov/Content/News/PR/PR\\_Docs/2017/2017-08-07\\_17.40.42.AmicusBrief.pdf](https://ag.nv.gov/uploadedFiles/agnv.gov/Content/News/PR/PR_Docs/2017/2017-08-07_17.40.42.AmicusBrief.pdf)

## Accomplishments

### **Professional**

State Bar of Nevada, Judicial Selection Committee

### **Academic**

William S. Boyd School of Law, University of Nevada, Las Vegas (J.D., 2006)

Dean's Award Recipient

Environmental Law Society, President

University of Nevada, Reno (B.S./B.A. with Distinction, 2003)

Majored in Environmental Policy Analysis and Spanish with a Minor in Natural Resource and Environmental Economics

Attended USAC Study Abroad Program in Bilbao, Spain

## Associations

### **Professional**

Washoe County Bar Association

State Bar of Nevada, Energy, Utilities and Communication Law Section

State Bar of Nevada, Young Lawyers Section, Executive Council Member (2008-2012)

State Bar of Nevada, Ninth Judicial District Court Judicial Selection Committee, Temporary Member (2015)

Douglas County Bar Association, Secretary (2012-2015)

KNPB, Community Advisory Board (2014-2018)

Energy Bar Association

Women's Energy Network Member

Foundation for Natural Resources and Energy Law

Nevada Mining Association

Nevada Water Resources Association

*Michael Kealy offers decades of experience as a litigation and trial attorney, practicing primarily in the areas of commercial litigation, business torts, natural resource and real estate litigation. Mr. Kealy also counsels businesses and individuals in structuring agreements and negotiating solutions to complex disputes.*



## Michael R. Kealy

Office Managing Shareholder | Reno

### Biography

Michael Kealy represents clients that include large, national companies; local businesses; employers; political subdivisions and individuals in protecting their real and personal property rights; contractual matters; and business interests. Some examples of Mr. Kealy's experience include :

Lead counsel in the landmark case of Clean Water Coalition v. The M Resort, LLC, which defined the state constitution's limits upon the state legislature's sweeping of funds from political subdivisions. Mr. Kealy successfully protected \$62 million of his client's funds.

Counsel for a large mining company in litigation to protect its water rights in the Humboldt River Basin

Lead trial counsel in state court on behalf of large rural property owners in successfully protecting easement rights, including an award of attorney fees and an order of contempt against the opposing parties, resulting in their confinement in jail

Co-trial counsel for a commercial parking and security company owner against other owners over control of the company. Obtained a successful judgment in favor of the client in addition to an award of attorney fees in excess of \$500,000 and sanctions against the opponents in excess of \$20,000.

Trial counsel for a British investment fund in pursuing a former employee who embezzled more than \$50 million Euro and absconded to Nevada. Obtained a temporary restraining order and permanent injunction that ultimately resolved the case and a companion case in Great Britain.

### Contact information

775.323.1601

[mkealy@parsonsbehle.com](mailto:mkealy@parsonsbehle.com)

### Capabilities

Appeals  
Business & Commercial Litigation  
Corporate  
Environmental Litigation &  
Administrative Appeals  
Real Estate  
Real Estate Litigation

### Licensed/Admitted

Nevada  
Nebraska  
U.S. Court of Appeals, 8th Circuit  
U.S. Court of Appeals, 9th Circuit  
U.S. Dist. Court, Dist. of Nevada  
U.S. Dist. Court, Dist. of Nebraska  
U.S. Tax Court  
U.S. Supreme Court

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LATIMER**

Representing numerous owners of real property and rural ranch properties in disputes over ownership, easements, water rights, royalties, leases and contracts.

## Experience

### **Defended Client and Secured Good Faith Settlement**

Defended client against claims from a company that provides medical provider financing. Although the company obtained a judgement in the case collectively in excess of \$5 million a good faith settlement was secured for the client for the sum of \$50,000.

### **Defended Claims of Interest Royalty and Reached Beneficial Settlement**

Defended mining company from claims that a another company is entitled to an interest royalty. Years later the claim was refiled and a beneficial settlement was reached for the clients.

### **Water Rights Litigation**

Lead litigation counsel for gold mine impacted by litigation that would negatively impact its water rights.

### **Defending a Large Gold Mine Against Royalty Claims**

Representing an international gold mining company's mine against royalty claims by another world-class gold mine.

### **Nevada Gold Mines, LLC**

Represented Nevada Gold Mines, LLC as lead counsel against the Pershing County Water Conservation District who contended that priority water rights had been negatively impacted by the State Engineer's alleged improper actions regarding water appropriations and conjunctive management of water rights in the Humboldt River Basin. After years of litigation, the District agreed to dismiss the case with prejudice.

### **Pershing County Water Conservation District v. Nevada State Engineer**

Clean Water Coalition v. The M Resort, State of Nevada

Successfully nullified a state law as an unconstitutional tax and special law which improperly directed the Clean Water Coalition pay 62 million dollars of waste water user fees into the Nevada state general fund. The landmark case defined limits on legislative sweeps of political subdivision funds.

### **Clean Water Coalition v. The M Resort, LLC, et al., 127 Nev.\_\_\_\_, 255 P.3d 247, 127 Nev. Adv. Op. 24 (May 26, 2011)**

Lead counsel in landmark case decided by the Nevada Supreme Court that prevented the Nevada Legislature and Governor from enforcing an unconstitutional tax enacted to sweep \$62 million from the funds of a local governmental agency to the state's general fund. The precedent established by this case prevented over \$650 million in sweeps from local

governmental entities and municipalities across Nevada during the 2010 legislative session, and defined the state constitution's limits applicable to taxes, special laws and local laws.

## Accomplishments

### Professional

AV® Preeminent™ rating in Martindale-Hubbell

The Best Lawyers In America 2008 - 2023

Named *Best Lawyers in America* 2022 "Lawyer of the Year" for Reno Personal Injury Litigation - Defendants

Named *Best Lawyers in America* 2015 "Lawyer of the Year" for Reno Litigation - Real Estate

Recognized in *Chambers USA*, Litigation

*Nevada Business Magazine's* "Legal Elite 2012"

### Academic

Creighton University School of Law, J.D., 1983

University of Nebraska-Omaha, B.S.B.A., 1980

## Associations

### Professional

American Bar Foundation, Fellow

American Bar Association, Member (1984 - Present)

The Bruce R. Thompson American Inn of Court, President (2013 - 2014)

Association of Defense Counsel of Northern Nevada, Past President

Economic Development of Western Nevada, (EDAWN – Board of Trustees Member)

*Sarah Ferguson is a strong advocate, thoughtful strategist and skilled litigator specializing in employment law and complex commercial litigation. She collaborates closely with clients to ensure they are aware of the risks and rewards of a course of action, whether in the courtroom, at mediation or prior to an employment action.*



## Sarah Ferguson

Shareholder | Reno

### Biography

Sarah Ferguson is a shareholder in Parsons Behle & Latimer's litigation, and employment and labor law practice teams. Ms. Ferguson has represented clients in industries including mining, construction, hospitality, energy, financial services and pharmaceuticals in state and federal courts.

In the corporate litigation context, Ms. Ferguson has extensive experience handling all phases of litigation including litigation strategy, managing case teams and appearing in court. She has successfully helped clients navigate a variety of matters, including dissenters' rights actions, law firm defense, breach of warranty and breach of contract.

As an employment advisor and advocate, Ms. Ferguson frequently assists clients with employment matters that range from day-to-day issues, like handbooks and record keeping, to highly sensitive issues, like terminations and internal investigations. She also regularly represents clients in employment litigation, both before regulatory agencies and state and federal courts.

Ms. Ferguson is committed to serving the Reno community and to that end, has an active pro bono practice, including direct services and community outreach.

A Reno native, Ms. Ferguson practiced in New York City, focusing on white collar defense and commercial litigation, before returning to Nevada.

Following graduation from New York Law School, she served as a law clerk for the Hon. Howard D. McKibben of the United States District Court for the District of Nevada.

### Contact information

775.789.6555

[sferguson@parsonsbehle.com](mailto:sferguson@parsonsbehle.com)

### Capabilities

Employment & Labor  
Employment Litigation  
Business & Commercial Litigation  
Appeals

### Licensed/Admitted

Nevada  
New York

## Experience

### Discrimination Claim Defense

Defended Nevada employer in EEOC discrimination action in U.S. federal court.

### Successful Trial Verdict

Achieved favorable verdict as first chair at trial on behalf of a corporation facing a dissenter's rights action.

### Employer Pre-litigation Counsel

Advise employers and management to resolve employment matters pre-litigation, including enforcement of non-competes, terminations, recordkeeping and hiring practices.

### Defended Mining Client in Discrimination Action

Defended Nevada employer in discrimination action before the Federal Mine Safety and Health Review Commission.

### Breach of Contract for Mining Royalty Payments

Represented a mining company in an action related to breach of contract for claim of royalty payments, culminating in a favorable settlement.

### Represented Client in Tribal Court

Represented contractor in Tribal Court resulting in favorable decision from Tribal Court Judge.

### Breach of Contract Appeal

Defense of Nevada energy firm in a breach of contract appeal before U.S. Civilian Board of Contract Appeals resulting in a favorable settlement.

### Mining Breach of Warranty

Represented a mining industry leader in a breach of warranty case involving steel pipes for transporting paste fill, which resulted in favorable settlement.

### \$50M Medical Device Settlement

Successfully negotiated a \$50m settlement on behalf of medical device manufacturing client.

## Accomplishments

### Professional

Nevada Business Magazine "Legal Elite/Top Ranked Attorneys" (2022)

The Best Lawyers in America© – Commercial Litigation (2021-2023)

### Pro bono

Represent incarcerated individual in habeas proceedings before the Ninth Circuit

Represent Nevada children in dependency proceedings in family court

Represented more than 90 former tenants in New York lawsuit against landlord for property damage caused by a fire

### **Academic**

J.D., New York Law School, *cum laude*, June 2012

B.A., Whitman College, *cum laude*, History with Honors, May 2006

### **Associations**

#### **Professional**

Washoe Legal Services, Board Member

Washoe County Bar Association, Member

#### **Community**

Northern Nevada Legal Aide, Vice President of the Board

Lilley Museum, University of Nevada – Reno, Board Member

### **Articles**

“Employment Law Update,” February 28, 2023

### **Presentations**

Parsons Behle & Latimer attorneys to present at American Exploration & Mining Association Conference 2022, December 4, 2022

*Ashley Nikkel guides mining and energy clients exploring and operating on public lands through the nation's complex environmental laws, from project conception to permit to potential appeal.*



## Ashley C. Nikkel

Shareholder | Reno

### Biography

Ashley Nikkel is a shareholder on the environmental, energy and natural resources, and litigation practice teams at Parsons Behle & Latimer.

Ms. Nikkel provides counsel for mining and energy clients operating on public lands. She handles all stages of the environmental permitting and compliance at local, state and federal levels, with particular expertise in the National Environmental Policy Act (NEPA). She also advises on mining transactions and related due diligence. Her commercial litigation experience allows her to evaluate appellate risk in these projects and defend her clients if such a challenge arises. Her litigation experience includes defending hardrock mining clients in a variety of real property cases, including quiet title actions and royalty disputes.

Prior to joining Parsons Behle & Latimer, Ms. Nikkel clerked for the Honorable Judge Janet J. Berry at the Second Judicial District Court, and the Honorable Mark Gibbons at the Nevada Supreme Court. Ms. Nikkel excelled at the William S. Boyd School of Law, serving as an articles editor of the Nevada Law Journal, arguing a criminal drug trafficking case at the Ninth Circuit Court of Appeals as part of the appellate clinic, and competing on the moot court team.

A native of the Reno-Tahoe area, Ms. Nikkel is passionate about civic education, serving on the Nevada Center for Civic Engagement's Board of Directors and coaching over a decade's worth of nationally-ranked teams from Incline High School's Center for Civic Education "We the People" program.

### Contact information

775.789.6554

[anikkel@parsonsbehle.com](mailto:anikkel@parsonsbehle.com)

### Capabilities

Mining

NEPA

Project Permitting & Compliance

Environmental & Natural Resources

Environmental Litigation &  
Administrative Appeals

Public Lands

### Licensed/Admitted

Nevada

U.S. Dist. Court, District of Nevada

U.S. Bankruptcy Court, Dist. of  
Nevada

U.S. Court of Appeals, 9th Circuit

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## Experience

### **Defended Claims of Interest Royalty and Reached Beneficial Settlement**

Defended mining company from claims that a another company is entitled to an interest royalty. Years later the claim was refiled and a beneficial settlement was reached for the clients.

### **Defending a Large Gold Mine Against Royalty Claims**

Representing an international gold mining company's mine against royalty claims by another world-class gold mine.

### **Structured Gold Mine Transaction and 1031 Exchange**

Structured the sale of a gold mine to a junior mining company for the client including negotiating and documenting all aspects of the transaction, including a private placement and the payment of a mortgage. Also represented client Nevada Gold Mines in an IRS Section 1031 like-kind exchange of two mining properties, including environmental due diligence; real property transfers/recordings; personal property transfers; private placement on a secured credit facility; and tax structuring.

### **Nevada Gold Mines, LLC**

Represented Nevada Gold Mines, LLC as lead counsel against the Pershing County Water Conservation District who contended that priority water rights had been negatively impacted by the State Engineer's alleged improper actions regarding water appropriations and conjunctive management of water rights in the Humboldt River Basin. After years of litigation, the District agreed to dismiss the case with prejudice.

### **Permitting Challenge in Federal District Court**

Provided legal advice related to federal and state permitting of the Mount Hope Project owned by Eureka Moly. Represented Eureka Moly in appeals in Federal District Court challenging federal approval.

## Accomplishments

### **Professional**

Recognized as "One to Watch" in *Best Lawyers in America: Appellate Practice, Litigation, Environmental* 2021 - 2023

Mountain States Super Lawyers Rising Star, Business Litigation, 2021-2022

Nevada Legal Elite, 2020, 2017, 2016 and 2015

Clerked for the Honorable Mark Gibbons of the Nevada Supreme Court (2012 - 2013)

Clerked for the Honorable Janet J. Berry of the Second Judicial District Court, State of Nevada (2013 - 2014)

## Academic

William S. Boyd School of Law, University of Nevada, Las Vegas (J.D., 2012)

- *Nevada Law Journal*, Articles Editor
- Society of Advocates member, top sixteen competitor in the Robert F. Wagner National Labor and Employment Law Moot Court Competition
- CALI Excellence Awards (for highest grades) in Torts, Lawyering Process II, Lawyering Process III: Appellate Advocacy, Federal Public Lands & Natural Resources, Appellate Clinic, American Legal History, Water Law, and Capital Punishment
- Clinic Legal Education Association Award for excellence and achievement in the clinical program
- Scribe Award from the American Society of Legal Writers for excellence in legal writing

University of Nevada, Reno (B.A., *cum laude*, 2009)

- Honors Program, majors in Political Science and History with a minor in Economic Policy
- Chief Justice of the Associated Students of the University of Nevada Judicial Council
- Dean's Award for Outstanding Graduate in the Humanities

## Associations

### Professional

Rocky Mountain Mineral Law Foundation

(2017 to present)

Nevada Mining Association

(2019 to present)

Northern Nevada Women Lawyers Association

(2013 to present)

William S. Boyd School of Law Alumni Board of Directors

Northern Nevada Liaison (2013 to 2016)

### Community

Volunteer coach and former district judge for the Center for Civic Education's "We the People" program

(2005 to present)

Nevada Center for Civic Engagement, Board of Directors

(2020 to present)

## Articles

Lithium Mining in Nevada: The White Gold Rush? June 8, 2021

State of the Nevada Courts May 19, 2020

Executing on Janus: the Trouble with Trustees in Nevada March 15, 2017

Nevada Lawyer

Painting Ourselves Into a Corner: the Fundamental Paradoxes of Modern Warfare in *Al Maqaleh v. Gates*

## Presentations

Parsons Behle & Latimer attorneys to present at American Exploration & Mining Association Conference 2022, December 4, 2022

American Exploration & Mining Association Convention

*Gregory Morrison is Parsons Behle & Latimer's Nevada water law specialist. His practice involves assisting clients ranging from the state's largest mine operators to independent farmers through the administrative and judicial processes necessary to secure and maintain water rights, a valuable real property asset.*



## Gregory Morrison

Shareholder | Reno

### Biography

Gregory Morrison has an array of experience in water, environmental, natural resource and real property law matters. Greg advises a variety of private and public interests on matters involving water acquisition and permitting, environmental compliance on the state and federal level and property and mine development and disputes.

Greg began his career in Carson City, Nev., where he was immediately immersed in one of Nevada's most extensive administrative hearings involving water rights. He remained involved in that matter through the administrative, district court and Nevada Supreme Court processes. Greg worked in conjunction with municipal, tribal and institutional parties toward the adoption of the 2008 Truckee River Operating Agreement (TROA) as a federal regulation, a process involving administrative hearings in Nevada and California; modification of the 1944 federal court decree governing Truckee River operations; and judicial review in the state and federal courts of Nevada and California.

Following a lateral move to Santa Barbara, Calif., Greg returned home to northern Nevada in 2016 to Parsons Behle & Latimer's Reno office. Since joining Parsons' team, Greg has worked in water right permitting and maintenance for several Nevada mining industry clients as well as municipal water providers, developers and landowners to secure and permit water rights for commercial and residential projects. Greg has extensive experience at every level of the water appropriation process, from negotiations between buyers and sellers through judicial review of decisions of the State Engineer in the Nevada Supreme Court.

In his general real estate practice, Greg has negotiated and

### Contact information

775.789.6547

[gmorrison@parsonsbehle.com](mailto:gmorrison@parsonsbehle.com)

### Capabilities

Environmental Litigation &  
Administrative Appeals

Mining

Real Estate

Water Rights, Quality & Infrastructure

### Licensed/Admitted

Nevada

California

U.S. Dist. Court, District of Nevada

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litigated land acquisitions, easements and rights-of-way and residential and commercial real property leases. Greg also has experience in the mining sector and understands the unique processes of mine diligence, conveyancing and permitting.

## Experience

### **Nevada Gold Mines, LLC**

Represented Nevada Gold Mines, LLC as lead counsel against the Pershing County Water Conservation District who contended that priority water rights had been negatively impacted by the State Engineer's alleged improper actions regarding water appropriations and conjunctive management of water rights in the Humboldt River Basin. After years of litigation, the District agreed to dismiss the case with prejudice.

### **Pershing County Water Conservation District v. Nevada State Engineer Nevada District Court Litigation Opposing Humboldt River Watershed Writ of Mandamus Petition.**

Represent mining interests in opposing attempt by surface water appropriators to mandate that the State Engineer declare 34 hydrologic basins in Humboldt River watershed critical management areas.

### **Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints v. Seventh Judicial District 132 Nev.Adv.Op. 6, 366 P.3d 1117 (2016)**

### **City of Santa Maria v. Adam, 248 Cal.App.4th 504 (2016)**

### **Water Rights Due Diligence**

Water rights and availability due diligence on behalf of commercial agricultural interest in California's central valley.

### **Defended Client Against Easement Claims**

Defended client who is a building owner in real property litigation against easement claims of neighboring homeowners association.

### **Water Use Litigation**

Federal District Court litigation involving petition to modify 1944 Orr Ditch Decree governing Truckee River water use.

### **Water Rights Permitting**

Water Rights permitting for eastern Nevada groundwater project from administrative hearing through Nevada Supreme Court appeal.

## Accomplishments

### Professional

Best Lawyers in America™ "Ones to Watch," Environmental Law, Natural Resources Law 2021 – 2023

### Academic

University of the Pacific, McGeorge School of Law (J.D. with Great Distinction, 2011)

- Order of the Coif
- Traynor Honor Society
- Environmental Law Certificate
- McGeorge Law Review Comment Staff

Miami University, Oxford, Ohio – B.A., Political Science and English (Literature) 1994

## Associations

### Professional

Washoe County Bar Association

Nevada Water Resources Association

Rocky Mountain Mineral Law Association

American Exploration and Mining Association

Nevada Mining Association

## Articles

Nevada Supreme Court Clarifies Scope of Public Trust Doctrine October 29, 2020

Rocky Mountain Mineral Law Foundation, Water Law Newsletter—Vol. LIII, No. 3

Nevada District Court Rejects State's First Groundwater Management Plan July 13, 2020

Rocky Mountain Mineral Law Foundation, Water Law Newsletter—Vol. LIII, No. 2

## Presentations

U.S. Mining Law Short Course December 8, 2020

American Exploration and Mining Association

*With his experience in both government and mining, paired with his technical expertise, Jake provides thorough analysis and practical solutions to his mineral and energy clients.*



## Jake Ward-Herzik

Associate, Nevada Bar admission pending  
Reno

### Biography

Jake is a member of the firm's Environmental, Energy & Natural Resources team. His practice focuses on a range of complex issues and serves mining, industrial and renewable energy clients.

Prior to joining Parsons Behle & Latimer, Jake earned his J.D. in 2022 from the William S. Boyd School of Law at the University of Nevada, Las Vegas. Jake was a summer legal intern in the U.S. Department of the Interior's Office of the Solicitor where he was tasked with handling complex administrative claims in the Torts Practice Branch. Jake was also the Nevada Mining Association's first legislative extern. As an advocate for the mining industry at the Nevada Legislature, Jake worked with policymakers and industry stakeholders to promote common sense legislative outcomes. In addition, Jake drafted regulations and researched novel legal issues as an intern for the Nevada Cannabis Association.

Before law school, Jake earned a Master of Public Affairs from the LBJ School of Public Affairs in Austin, Texas, where he focused on environmental and energy policy. Jake was awarded a Bachelor of Science in Geological Engineering from the University of Nevada, Reno's Mackay School of Earth Sciences and Engineering. Jake's technical background includes mining and water resources science and engineering.

Jake is a native Nevadan who enjoys desert hikes, early mornings on Lake Tahoe and good barbeque.

### Contact information

775.789.6557

[jward-herzik@parsonsbehle.com](mailto:jward-herzik@parsonsbehle.com)

### Capabilities

Energy & Utilities

Environmental & Natural Resources

Mining

Public Lands

Water Rights, Quality & Infrastructure

### Licensed/Admitted

Nevada Bar License Imminent

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## Accomplishments

### Professional

First Place, Student Note, “150 Years On: Common Sense Updates to the Mining Law of 1872 to Address Our Changing Climate,” Nevada Law Journal (forthcoming publication)

Quarterfinalist, National Environmental Law Moot Court Competition (2022)

CALI Award in Property Law and Environmental Law

Lyndon B. Johnson Graduate Fellow, University of Texas at Austin (2018)

### Academic

J.D., William S. Boyd School of Law, University of Nevada, Las Vegas, 2022

M.P.Aff., Lyndon B. Johnson School of Public Affairs, University of Texas at Austin, 2019

Thesis: “Sustainable River Management on the US/Mexico Border: Recommendations for the Paso del Norte”

B.S., Geological Engineering, University of Nevada, Reno, 2015

Honors Thesis: “Bingham Canyon Landslide: Analysis and Mitigation”

## Associations

### Professional

The Foundation for Natural Resources and Energy Law (2020 to Present)

The Nevada State Bar

## Presentations

“Essential Water Law Concepts,” *American Exploration & Mining Association Conference 2022*, Dec. 4, 2022



Snell & Wilmer's Response to the Request for  
Proposals and Qualifications Prepared for:

# Truckee Meadows Water Authority

Point of Contact:

**Jacey Prupas**

[jprupas@swlaw.com](mailto:jprupas@swlaw.com)

775.785.5408

[www.swlaw.com](http://www.swlaw.com)

## Snell & Wilmer

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Phoenix | Portland | Reno | Salt Lake City | San Diego | Seattle | Tucson | Washington, D.C.

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# Snell & Wilmer

50 WEST LIBERTY STREET  
SUITE 510  
RENO, NV 89501  
775.785.5440 P  
775.785.54

**Jacey Prupas**  
**(775) 785-5408**  
**jprupas@swlaw.com**

April 28, 2023

Truckee Meadows Water Authority  
Sent via E-mail: [boardclerk@tmwa.com](mailto:boardclerk@tmwa.com)

RE: TMWA'S Request for Proposals and Qualifications (RFP) for Board Counsel

Dear Board Members:

Snell & Wilmer appreciates the opportunity to provide information highlighting our legal services in response to Truckee Meadows Water Authorities' (TMWA) Request for Proposal and Qualifications (RFP) for board counsel. As a full-service law firm with more than 450 attorneys practicing in 16 locations throughout the United States and in Mexico, our attorneys use their knowledge and extensive experience to provide thoughtful, practical advice and exceptional client service.

Snell & Wilmer offers the convenience of two Nevada offices, including one in Reno and the other in Las Vegas. With over 40 attorneys based in Nevada and an additional 15 attorneys admitted in Nevada, all are members in good standing with the State Bar of Nevada which makes us well-staffed and well-read regarding Nevada laws and trending issues. Therefore, we are readily available to directly respond to requests from the TMWA Board.

Snell & Wilmer's Nevada attorneys have knowledge of and demonstrate substantial experience with laws and regulations concerning Nevada's Open Meeting law requirements, administrative and local government ordinances, and general civil practice and procedure.

The Reno attorneys we propose to serve as TMWA's primary board counsel are Bill Peterson, Jacey Prupas, Michael Cabrera, and Casey Stiteler. Bill Peterson is the former General Counsel for Sierra Pacific Resources (NV Energy) and all its subsidiaries and divisions, including Sierra Pacific Power Company and its water division WestPac Utilities, and helped negotiate and document the sale of WestPac to TMWA. As such, we have first-hand involvement and are familiar with public entity/utility law issues and accounting. In addition, Bill Peterson served as outside General Counsel for Surewest Communications, a California Public Utility providing landline, wireless internet, and video services in Northern California from Sacramento to Truckee California. Currently, we are representing a Nevada state government, public-facing agency with lobbying efforts and issues with the Governor's office and its proposal for regulations. We attend all meetings and provide a range of legal services required by the Board.

We also have significant experience in virtually every aspect of water law. Our firm established itself as a leader in water law issues with historic litigation involving an interstate decree that divided the waters of the Colorado River. Snell & Wilmer attorneys also have knowledge and experience in California, including California water law. Bill Peterson and Jacey Prupas, both of whom are licensed in California and regularly practice there, represented Sierra Pacific in conjunction with TMWA in successful litigation against Truckee Carson Irrigation District ("TCID") over the ownership, use and partition of Donner Lake in the Superior Court of Nevada County,

California and the Third District Court of Appeals.

Snell & Wilmer's attorneys are prepared to work with TMWA staff to ensure all meeting agendas, meetings and minutes comply with Nevada Open Meeting Law. They will provide legal representation at all TMWA Board meetings and its subcommittees, including, but not limited to, Legislative Subcommittee and Citizens Standing Advisory Committee. Additionally, we will work independently to draft and review legal documents, address specific Open Meeting Law and other statutory compliance issues, and provide an annual written report to TMWA's financial auditors regarding pending or threatened litigation, claims or assessments.

With former experience serving as general counsel to publicly owned and public service organizations, we understand that a good portion of the advice and service provided consists of guiding the organization to insure that it complies not only with the law, but also adheres at all times to ethical and moral conduct, and protecting against and mitigating risks, and spotting potential issues and problems, all of which requires both knowledge of the law and all resources available to the organization to address those risks. Such service requires an intimate knowledge of the business of the organization, including not only knowledge of its ultimate public service goals and objectives, but also the most economic, prudent, legal, and moral means available to achieve those goals. An outside general counsel is not only an expert in the law, a wise and prudent counsellor for the organization's leadership, but also a public representative for the principles and ethics of the organization in general.

Snell & Wilmer confirms that our proposal response will remain valid for at least ninety days with the ability for the TMWA Board to extend that validity as needed. We also confirm that our firm and the attorneys proposed to represent the Board are free of conflicts of interest. As the relationship attorney for TMWA, I will ensure that the legal services provided by Snell & Wilmer are executed and communicated in the manner that is expected by the Board. Bill Peterson, Michael Cabrera, and Casey Stiteler will serve as the main working attorneys for TMWA.

The Snell & Wilmer team is highly knowledgeable and qualified to help the TMWA Board navigate the multifaceted legal issues they may face. Our attorneys demonstrate their commitment to staying well-informed of the legal issues in their fields so that they are prepared to share the most up-to-date advice with clients. We hope to be of service and are readily available to answer any questions.

Very truly yours,

Snell & Wilmer

A handwritten signature in blue ink, appearing to read "Jacey C. Prupas".

Jacey C. Prupas

# Firm Information, Background, and Qualifications

**Snell & Wilmer**  
Committed to being your perfect fit.®

# Firm Information

**Founded:** 1938 in Arizona

**Geographic Reach:** More than 500 attorneys in 16 locations in the United States and in Mexico. Offices include Phoenix and Tucson, Arizona; Los Angeles, Orange County and San Diego, California; Denver, Colorado; Washington, D.C.; Boise, Idaho; Las Vegas and Reno, Nevada; Albuquerque, New Mexico; Portland, Oregon; Dallas, Texas; Salt Lake City, Utah; Seattle, Washington; and Los Cabos, Mexico.

**Client Reach:** Regional, national, and international. Clients include major national and multinational corporations, educational and research institutions, municipalities and government agencies, non-profits, charitable organizations, industry executives, and high-net-worth individuals.

**Legal Entity Name:** Snell & Wilmer LLP

**Location of Headquarters:** Phoenix, Arizona

**EIN:** 86-0089731

**Form of Business:** Partnership

**Proposal Contact:** Jacey Prupas,  
775.785.5408, [jprusas@swlaw.com](mailto:jprusas@swlaw.com)



*Pictured: Snell & Wilmer's Reno, Nevada Office*

## What Sets Us Apart

**External Focus:** At Snell & Wilmer, we recognize one straightforward fact – our clients care about the degree to which we understand their business, their industry, and the trends and challenges that can affect their ability to minimize risk and maximize success. This strong external focus and the diverse experience of more than 500 attorneys enable us to help clients solve problems, achieve opportunities, and deal efficiently and effectively with an ever-changing economic, business, and legal landscape.

**Expansive Legal Experience; Flexible Approach:** Snell & Wilmer is organized into more than five dozen practice areas so that clients have easy access to attorney skills and knowledge specific to a particular business and industry. Yet many businesses face legal issues that require cross-practice experience. We have the resources to build teams of attorneys from different practice areas and locations who can work together seamlessly to solve the most complex legal challenges.

**Earned Client Trust:** Central to any business is the desire to decrease expense and drive revenue and innovation. When dealing with legal matters that involve proprietary business information, trust between the client and our firm is paramount. Snell & Wilmer provides creative yet practical client-specific solutions. Professional integrity and fast response to client needs guide our interactions. In short, we work with clients in ways that are both personal and professional – ways that engender mutual trust and pave the way for successful outcomes.

# Firm Services and Industries

- Administrative
- Aerospace and Defense (A&D)
- Anti-Corruption
- Antitrust/Competition
- Appeals and Critical Motions
- Automotive
- Bankruptcy and Reorganization
- Blockchain Technology and Digital Currency
- Brownfields
- California Consumer Privacy Act (CCPA)
- Campaign Finance
- Cannabis
- Capital Markets
- CFIUS
- Class Action Litigation
- Commercial Agreements
- Commercial Finance
- Commercial Leasing
- Commercial Litigation
- Condemnation and Eminent Domain
- Condominiums
- Constitutional and Political Litigation
- Construction
- Construction Contracting and Transactions
- Construction Dispute Resolution
- Consumer Product Safety
- Corporate and Securities
- Corporate Governance Litigation
- Criminal Defense
- C-TPAT/AEO
- Cyber Security, Data Protection and Privacy
- Data Centers
- Education
- Election Law
- Emerging Business
- Employee Benefits and Executive Compensation
- Employee Benefits Litigation
- Employee Benefits Mergers and Acquisitions
- Employment Litigation
- Energy and Utilities
- Environmental and Natural Resources
- Environmental Litigation
- Estate Planning
- Executive Compensation
- Export and Import Controls, Economic Sanctions and Foreign Anti-Corruption
- False Claims Act
- Federal and State Tax Litigation
- Fiduciary Counseling
- Financial Services Litigation
- Foreclosure and Collection
- Franchise Litigation
- Fund Formation and Investment
- Gaming
- General Data Protection Regulation (GDPR)
- Government Contracting and Procurement
- Government Relations
- Health and Welfare Plans
- Healthcare
- Homebuilders
- Immigration Services – Visas and Worksite Enforcement
- Infrastructure Development and Project Finance
- Insurance and Licensure
- Intellectual Property
- Intellectual Property Litigation
- Internal Investigations and Regulatory Compliance
- Internal Investigations, Workforce Counseling, and Training
- International
- Investigations, Government Enforcement and White-Collar Protection
- Labor and Employment, Labor Counseling and NLRB Practice
- Life Sciences, Medical Technology, Devices and Pharmaceuticals
- Master Planned Communities and Subdivisions
- Mergers and Acquisitions
- Mexico
- Military
- Mining Industry Services
- Municipal, Sports and Entertainment Facilities
- Native American Affairs
- Non-Profit Law
- Office, Industrial, Retail, Mixed Use and Medical
- Oil and Gas
- Opportunity Zones and Opportunity Funds
- OSHA and MSHA Litigation and Compliance
- Patents
- Personal Injury
- Pharmaceuticals and Medical Devices
- Private Client Services
- Probate
- Product Liability Litigation
- Professional Liability Litigation
- Real Estate
- Real Estate Development
- Real Estate Dispute Resolution and Litigation
- Real Estate Lending
- Receiverships
- Restrictive Covenants and Trade Secrets
- Retail and Franchising
- Retirement Plans
- SEC Reporting and Corporate Governance
- Securities and Shareholder Litigation
- Special Litigation and Compliance
- Strategic Opportunities Practice
- Tariffs
- Tax – General Federal
- Tax – State and Local
- Tax Credit Finance Law and Litigation Services
- Technology
- Telecommunications
- Transportation and Logistics
- Trust and Estate
- Trust and Estate Litigation
- Unmanned Aircraft Systems (UAS)
- Venture Capital and Private Equity
- Wage & Hour Compliance and Litigation
- Water and Water Rights
- Zoning and Land Use

# Firm Background

Snell & Wilmer is one of the largest full-service law firms in the western United States, with more than 500 attorneys in 16 locations throughout the country, including offices in Reno and Las Vegas, Nevada. The depth and breadth of our experience gives us the competitive advantage of being able to handle virtually all the legal needs of the Truckee Meadows Water Authority (TMWA).

The attorneys we propose to serve as TMWA's board counsel will work out of our Reno office. Our Reno attorneys provide comprehensive legal services in virtually every aspect of business. Snell & Wilmer has a long history of representing local government agencies and as such, have a unique perspective to assist TMWA as they navigate their objectives in the public eye. Effective representation in government affairs requires knowledge, experience, and decades of involvement in public policy matters. For many years, Snell & Wilmer attorneys have been engaged at every aspect of the public-private interface in matters that affect business and policy. And because we understand our clients', including local government agencies, challenges and needs, we can assist with strategies, compliance, and communications. We have time-tested trusted, bi-partisan relationships at all levels of the government that help us advance our clients' interests efficiently. Our areas of service include a focus on administrative agencies in which we advise individuals, businesses, and agencies directly on a variety of matters including, open meeting law, federal, state, and local agency interface, environmental, immigration, taxation, licensing, zoning, land use restrictions, government contracts and procurement, and bid protests.

The Reno office of Snell & Wilmer is actively involved in the local community and contributes countless hours of volunteer service to organizations such as the Community Foundation of Western Nevada, PBS Reno, the Criminal Justice Act Panel, the Nevada Art Museum, Quadriplegic Medicaid Recipients of Washoe County, and the Reno Philharmonic. Our Reno team is prepared and excited to continue Snell & Wilmer's long and proud tradition of community stewardship by expanding its Pro Bono service efforts while continuing to provide superior legal services in "The Biggest Little City in the World."

To highlight our commitment to diversity and inclusion, Snell & Wilmer takes pride in receiving a perfect score of 100 percent for six consecutive years from the Human Rights Campaign Foundation's Corporate Equality Index, a national benchmarking survey on corporate policies and practices related to workplace equality. In March 2023, the Nevada offices of Snell & Wilmer earned the State Bar of Nevada's 2023 Partner in Diversity, Equity, and Inclusion (DEI) Medallion, in recognition of the firm's DEI initiatives. The State Bar of Nevada launched the DEI Medallion Program this year to recognize the commitment that law firms and legal organizations have made to incorporating DEI initiatives in their practices.

We are grateful that the firm's service to our clients and to the communities in which we practice has often been recognized. Snell & Wilmer attorneys have been recognized by their clients and peers for their exceptional legal skills and ethical business practices. Our attorneys are continuously honored by a range of organizations, including The Best Lawyers in America®, Super Lawyers, Chambers USA: America's Leading Lawyers for Business®, Lawdragon's Top 3000 Leading Lawyers in America, Who's Who Legal and Nevada Business Magazine Top Rank Attorneys.

For 85 years, Snell & Wilmer has provided superior client service. As a result, we have earned our reputation for providing our clients with exceptional legal skills, quick and efficient response, and practical solutions with the highest level of professional integrity. We remain strongly committed to these objectives and welcome the opportunity to further demonstrate this commitment as board counsel for the Truckee Meadows Water Authority.



# Firm Qualifications

Snell & Wilmer's attorneys have decades of experience working with Nevada local government agencies. As we touched upon in the cover letter, Bill Peterson is the former General Counsel for Sierra Pacific Resources (NV Energy) and WestPac and helped negotiate and document the sale of WestPac to TMWA. As a result, our firm has first-hand involvement with public entity/utility operations and accounting.

Additionally, we serve as outside General Counsel to Minden Gardnerville Sanitation District (MGSD), one of the largest in the state for over 30 years. We have assisted with the drafting of all codes, contracts, easements, and land use documents for MGSD. We regularly appear before other governmental agencies and local government financing boards, including NDEP and Region 9 EPA, and prepare all related land use documents, file insurance claims, and engage in all litigation. We attend all meetings requiring knowledge of open meeting laws. We oversee all rate changes, prepare all business impact statements, and supervise internal investigations.

We also represent the Nevada State Board of Dispensing Opticians. We advise this agency on lobbying efforts and assist with issues of the Governor's office and proposals for regulations.

Listed below are public clients for whom Snell & Wilmer currently provides services under a fee for service or retainer basis. We've also indicated meetings dates and schedules for any public bodies for the prospective lead attorney.

1. Nevada System of Higher Education (NSHE) Board of Regents

The NSHE Board of Regents hold special meetings on a monthly and quarterly basis.

Prospective Lead Attorney: Bill Peterson

2. Minden Gardnerville Sanitation District (MGSD)

MGSD meetings are held the first Tuesday of every month. Other special meetings are held at random for budget matters, personnel issues, and open meeting law.

Prospective Lead Attorney: Bill Peterson

3. Nevada State Board of Dispensing Opticians

The Nevada State Board of Dispensing Optician's meetings are not scheduled on a regular basis, rather they meet as needed. The meetings dates and agendas are posted [here](#).

Prospective Lead Attorney: Michael Cabrera

4. A contractor for the local transportation company serving the citizens of Reno and Sparks along with unincorporated areas of Washoe County.

The transportation company holds board meetings once a month, typically on the third Friday.

Prospective Lead Attorney: Jacey Prupas

Additional information on Snell & Wilmer's experience, in detail, of providing administrative law and government/municipal relations legal service can be found on the next four pages.

# Administrative Law

## Our Practice

Snell & Wilmer has one of the largest and most experienced administrative practice groups in the western United States. We understand that government regulation has a profound impact on a company's structure and operations and can be a crucial factor in strategic business planning. Our attorneys represent public and private clients before federal, state, and local administrative agencies and in decision appeals processes. Our firm also has a long track record of developing strong regulatory compliance programs for our clients' businesses.

## Clients We Serve

Our attorneys have assisted institutions, businesses and individuals located domestically and internationally. Our services for these clients include handling administrative hearings; judicial reviews of administrative action; government contracting and procurement processes; government procurement solicitations; bid protests; licensing, permitting, variances and other approvals; professional disciplinary hearings; rulemaking hearings, including petitions, challenges and waivers; responses to governmental inquiries, subpoenas, direct disclosures, voluntary disclosures and grand jury subpoenas; Freedom of Information Act (FOIA) and public records requests for private, confidential and proprietary information; witness assistance in judicial and administrative proceedings; False Claims Act whistleblower actions; and regulatory compliance program development and audits.

## Why Clients Select Us

**Comprehensive Approach:** Attorneys practicing in our administrative group have experience in serving in the government and focus their practice in an array of complementary areas, including corporate and securities, energy and utilities, environmental and natural resources, government relations, government contracting and procurement, SEC reporting and corporate governance, criminal law, and professional licensure, among others. When necessary, our attorneys can call upon the diverse backgrounds and practice areas of their colleagues to find creative and dynamic solutions for even the most complex administrative and regulatory-related legal matters.

**Experienced and Involved:** Our group includes a number of attorneys holding high-level legal, policy and enforcement positions with various governmental agencies. Several of our attorneys have been recognized as leaders in their field and are called upon to write and lecture on government policy, procurement, administrative and regulatory matters. Our group also issues timely legal alerts on new regulations and trends affecting our clients, because we understand that updated compliance measures could save our clients significant time and resources down the road.

## Experience

Representative administrative matters handled by our attorneys include:

- Represented various clients on matters relating to public procurement decisions before various local, state, and federal agencies, including challenging various initial decisions via bid protest or other process
- Represented a company implicated in a Department of Justice investigation of violations of federal export control laws
- Defended a national lending institution in state False Claims Act cases
- Represented a company subject to a federal Inspector General audit and investigation

- Defended an individual in a Federal Bureau of Investigation and Department of Homeland Security computer crime investigation in District of Nevada
- Defended an individual in a federal money laundering and drug trafficking investigation by IRS-CI and Drug Enforcement Administration in District of Nevada
- Defending a client in an IRS-CI and United States Attorney's Office prosecution in the District of Nevada
- Defended a company against allegations of deceptive trade practices
- Defended former company officers in a Federal Bureau of Investigation of campaign contributions in District of Nevada
- Defended a company president in an investigation by Nevada State Contractor's Board and prosecuted by Clark County District Attorney's Office for unlicensed contractor work
- Represented a utility company in an administrative proceeding before the Federal Bureau of Land Management
- Represented a publicly traded company in a state attorney general investigation into mortgage foreclosure practices
- Helped a Nevada and Colorado ski resort client secure the transfer of permits, licenses and government approvals for wetlands, air emissions, electrical systems, fuel storage tanks, hazardous waste generation and other operations at resort sites
- Assisted a Colorado resort client with obtaining the transfer of licenses from the United States Bureau of Alcohol, Tobacco Firearms and Explosives and corresponding state licenses for explosives used for avalanche control at the resort
- Represented a soil regeneration facility before Utah Solid and Hazardous Waste Control Board to settle notice of violation for unauthorized treatment, storage, and disposal of hazardous waste
- Represented a developer on an administrative appeal of the United States Army Corps of Engineers district office jurisdictional determination over wetlands that lacked evidence of relatively permanent water and a significant nexus to waters of the United States
- Negotiated numerous consent decrees with the Arizona Department of Environmental Quality and the Environmental Protection Agency regarding federal and state Superfund and federal Clean Water Act liabilities establishing remedial obligations and liability
- Defended company employees in a False Claims Act investigation by Justice Department's Civil Fraud Section
- Defended a medical consultant in a federal criminal investigation by the Federal Bureau of Investigation and the Justice Department's Fraud Section

# Government Relations

## Our Practice

Snell & Wilmer's government relations group offers experience across more than two dozen practice areas, allowing us to stay abreast of evolving legal trends and anticipated client needs.

### Areas of Service

#### Government Affairs

- Legislation
- Lobbying
- Constitutional challenges and litigation (state and federal)
- Public policy
- Regulated industries
- State and local government relations
- Licensing
- Government investigations

#### Political Law

- Election law
- Petitions, ballots, "clean elections," electioneering
- Financial compliance
- Initiative and referenda
- Disciplinary matters
- Media and first amendment
- Redistricting

#### Administrative Agencies

- Federal, state, and local agency interface
- Environmental
- Immigration
- Taxation
- Licensing
- Zoning
- Land use restrictions
- Government contracts and procurement
- Bid protests

## Clients We Serve

Offering one of the largest government relations law groups in the western United States, Snell & Wilmer serves a broad range of businesses, individuals, and representative groups with diverse interests. We provide our clients access to government leaders, legislative bodies and regulatory agencies in Arizona, California, Colorado, Nevada, Utah and Washington, D.C. We represent established and emerging businesses and industries facing rapidly changing legislation and regulatory regimes. A sampling of these industries with whom we work include public utilities, transportation and infrastructure, natural resources, and alternative energy, biomedical, education, financial institutions, gaming, healthcare, manufacturing,

real estate, and other regulated industries. We also represent government officials, political candidates, committees, and agencies.

## Why Clients Select Us

**Strong, Forward-Thinking Relationships:** We work hard to understand our clients' goals and to anticipate governmental threats and opportunities. We have time-tested trusted, bi-partisan relationships at all levels of the government that help us advance our clients' interests efficiently.

**Knowledge Breadth and Depth:** Effective representation in government affairs requires knowledge, experience, and decades of involvement in public policy matters. For many years, Snell & Wilmer attorneys have been engaged at every aspect of the public-private interface in matters that affect business and policy. And because we understand our clients' challenges and needs, we can assist with strategies and communications.

## Experience

Attorneys in the government relations group work closely with and draw upon the experience of lawyers in a variety of other practice and industry groups within the firm and are focused on achieving client objectives.

For example, our attorneys assisted in the drafting and adoption of federal legislation that created the Central Arizona Project, which today delivers millions of acre-feet of water from the Colorado River to Phoenix and Tucson. Snell & Wilmer maintains one of the largest, most experienced, and comprehensive government relations groups in the western United States and continues to participate in legislation and the decision-making process throughout the region. Members of our government relations team have held prestigious positions on government commissions, boards, associations, and coalitions across the western United States and have been recognized and ranked for multiple accomplishments.

### Representative Experience

- Advised multiple trade associations on matters including contribution solicitations, PAC formation, ability of 501(c) organizations to engage in the political process, lobbying limits of elected officials and conflict of interest concerns
- Assisted political candidates on rules and laws relating to petitions, ballots, electioneering and Clean Election issues
- Advised multiple candidates and initiative committees on matters ranging from constitutional law, campaign finance law compliance, election law complaints and initiative drafting
- Prevailed for developer on administrative appeal of United States Army Corps of Engineers district office jurisdictional determination over wetlands that lacked evidence of relatively permanent water and a significant nexus to waters of the United States
- Represented soil regeneration facility before Utah Solid and Hazardous Waste Control Board to settle notice of violation for unauthorized treatment, storage, and disposal of hazardous waste
- Advised multiple companies regarding government subcontracting compliance issues
- Advised multiple companies regarding export-licensing issues involving multiple federal and foreign government agencies
- Negotiated numerous consent decrees with Arizona Department of Environmental Quality and the Environmental Protection Agency regarding federal and state Superfund and federal Clean Water Act liabilities establishing remedial obligations and liability
- Represented major government projects and entities as lead environmental counsel for compliance and liability issues

# Principal Attorneys

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## William E. Peterson, P.C.

Partner | Reno

Tel. 775.785.5407

wpeterson@swlaw.com

### Main Bio

Bill Peterson has been a commercial, administrative, and personal injury litigator for over 30 years. His practice encompasses energy law, utilities, complex torts, and all facets of commercial litigation in state and federal court. Bill has considerable trial experience, having obtained the largest jury verdict in Lassen County, California; Carson City, Nevada (both since superseded), and a \$3 million judgment in a wrongful death case in Lyon County, Nevada. He has also succeeded in reversing regulatory decisions disallowing over \$40 million in investment and/or expense. Bill has tried over 40 cases to jury verdict and approximately 50 bench trials to judgment, many of several weeks duration. He has over 20 reported decisions in the Federal Supplement, Federal Reporter, Nevada Supreme Court Reports, and the California Appellate Reports. Bill has successfully defended numerous clients in cases of significant exposure.

Bill also spent ten years as the Senior Vice President, General Counsel and Corporate Secretary for Sierra Resources (now NV Energy), Nevada Power Company and Sierra Pacific Power Company. In his position as general counsel for Sierra Pacific and Nevada Power Company Bill supervised, participated in, or personally led over 30 public utility proceedings in Nevada and California and at the FERC dealing with general rate cases, energy cases, merger and acquisition matters, contract disputes and asset dispositions. He has continued his public utility practice and expertise by serving as general counsel to the 14th largest telephone company in the United States with ILEC, CLEC, televideo and broadband data lines of business in California and Kansas and is outside counsel to several large power suppliers in the Sierra Nevada area. Bill is also general counsel for a water sanitation utility in Northern Nevada.

In 2018, Bill was honored by the State Bar of Nevada as the recipient of the Presidential Award, presented annually to a bar member practicing 20 years or more whose conduct, honesty and integrity represents the highest standards of the legal profession. Also in 2018, the Supreme Court of Nevada appointed Bill to its Nevada Rules of Civil Procedure Committee, which completed an exhaustive review resulting in changes to the Nevada Rules of Civil Procedure (NRCP), the Nevada Rules of Appellate Procedure (NRAP), and the Nevada Electronic Filing and Conversion Rules (NEFCR), all of which went into effect March 1, 2019. Bill also serves as a member of Judiciary Committee of American College of Trial Lawyers.

### Education

- University of Southern California, Gould School of Law (J.D., 1975)
  - Order of the Coif
  - Law Review

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- College of Holy Cross, University of California Berkeley, and North Carolina State University (B.A., cum laude, 1969)

## Professional Memberships & Activities

- Nevada Supreme Court's Nevada Rules of Civil Procedure Committee, Member (2018-2019)
- American College of Trial Lawyers, Fellow
  - Judiciary Committee (2019 to 2020)
  - State Chairman (2010-2011)
- American Board of Trial Advocates, Advocate
- Washoe County Bar Association
- Los Angeles County Bar Association

## Representative Presentations & Publications

- "Executive Profile: Bill Peterson Lifetime of Law," Profiled, Northern Nevada Business Weekly (July 2018)
- "Thought Leaders: The Changing Legal Landscape in a Growth Market," Quoted, Northern Nevada Business Weekly (May 7, 2018)
- "Constitutional Right to Preliminary Hearing for Pretrial Detainees," 48 Southern California Law Review, 158 (1975)

## Professional Recognition & Awards

- Presidential Award, State Bar of Nevada, Recognizing a Lifetime of Achievement in the Law (2018)
- Legal Elite - Top Northern Nevada Attorneys, Nevada Business Magazine (2013-2021)
- The Best Lawyers in America®, Administrative/Regulatory Law, Bet-the-Company Litigation (2016-2023); Commercial Litigation, Energy Law, Land Use & Zoning Litigation, Real Estate Litigation (2008-2023); Regulatory Enforcement (SEC, Telecom, Energy), Trusts and Estates Litigation (2015-2023); Securities Litigation (2008-2013)
  - Reno Lawyer of the Year, Bet-the-Company Litigation (2017, 2022)
  - Reno Lawyer of the Year, Trusts, and Estates Litigation (2016, 2018)
  - Reno Lawyer of the Year, Energy Law (2019)
  - Reno Lawyer of the Year, Administrative/Regulatory Law (2020, 2023)
  - Reno Lawyer of the Year, Real Estate Litigation (2021, 2023)
- Mountain States Super Lawyers®, Civil Litigation: Defense (2013-2022), Commercial Litigation, Utilities (2008-2012)
  - Top 100 Lawyers (2013)

## Community Involvement

- Special Counsel to Quadriplegia Medicaid Recipients, Washoe County, Nevada (2009-present)

## Previous Professional Experience

- Morris Peterson, Partner (2004-2012)
- Sierra Resources, Sierra Pacific Power, and Nevada Power (now NV Energy), Senior Vice President, General Counsel and Corporate Secretary (1994-2003)
- Woodburn and Wedge, Senior Litigator, Partner, Associate (1977-1993)
- Gray Cary Ames & Frye (DLA Piper), Associate (1976-1977)
- Supreme Court of Nevada, Law Clerk to the Honorable John Mowbray (dec.) (1975-1976)



## Bar Admissions

- California
- Nevada

## Court Admissions

- Supreme Court of California
- Supreme Court of Nevada
- United States Court of Appeals, Ninth Circuit
- United States District Court, All Districts of California
- United States District Court, District of Nevada



## Jacey Prupas

Partner | Reno

Tel. 775.785.5408

jprupas@swlaw.com

### Main Bio

Jacey Prupas is a commercial litigator with more than 15 years of experience representing businesses in federal and state courts throughout Nevada and California. Jacey's litigation experience is broad as she handles all facets of commercial litigation and has worked cases from inception through trial and arbitration. Her litigation experience includes complex business torts and contract disputes involving small local businesses all the way to Fortune 500 companies, healthcare issues, insurance coverage disputes and personal injury lawsuits. Jacey's experience also extends to complex real estate disputes involving access and title issues and injunctive and declaratory relief.

Jacey is a member of the firm's expanded Executive Committee and is the Administrative Partner for the Reno office. Jacey is also a member of the Loss Prevention and Women's Initiative Committees.

### Education

- Santa Clara University School of Law (J.D.)
  - Moot Court Executive Board
  - CALI Award winner for Legal Research
- Santa Clara University (B.S., Political Science)
  - University of Cape Town, South Africa

### Professional Memberships & Activities

- Defense Research Institute (DRI)
  - Trial Academy
- Washoe County Bar Association
  - Board Member
- State Bar of Nevada
  - Nevada Board of Bar Examiners, Appointed Member
    - Nevada Bar Exam Grader
  - Second Judicial District Court Jury Trial Task Force, Appointed Member (2020-2021)
  - Commission on Judicial Selection, Dept. 8 of Second Judicial District Court, Appointed Temporary Member (2012, 2017)
- American Bar Association
- Northern Nevada Women Lawyers Association

## Representative Presentations & Publications

- "Thought Leaders: Opportunity Zones: More Flexibility in New Guidelines Issued in April," Co-Author, Northern Nevada Business View (May 27, 2019)
- "Thought Leaders: The Changing Legal Landscape in a Growth Market," Quoted, Northern Nevada Business Weekly (May 7, 2018)
- "2014 Employment Tool Kit: Understanding Employment Law in Nevada; Issues Affecting the Workplace Today including enforcing non-compete agreements," Presenter, Snell & Wilmer seminar (Reno, September 18, 2014; Las Vegas, September 23, 2014)

## Professional Recognition & Awards

- Fellow, American Bar Fellows (2018-2019)
- The Best Lawyers in America®
  - Commercial Litigation (2018-2023)
  - Insurance Litigation (2023)
  - Product Liability Litigation - Defendants (2023)
- Legal Elite, Top Northern Nevada Attorneys, Nevada Business Magazine (2013-2021)
  - Best Up and Coming Attorneys (2014)
- Mountain States Super Lawyers®, Rising Stars Edition, General Litigation (2009, 2011-2018)

## Community Involvement

- Reno Philharmonic Association, Inc., Board Member
- PBS Reno, Board Member, Board Chair (2019)
- Prupas Medical Student Scholarship Endowment, Founder and Contributor

## Previous Professional Experience

- Morris Peterson, Associate
- Second Judicial District Court, Washoe County, Nevada, Law Clerk to The Hon. Janet J. Berry
- First Judicial District Court, Carson City, Nevada, Law Extern to The Hon. Michael Griffin

## Bar Admissions

- California
- Nevada

## Court Admissions

- Supreme Court of California
- Supreme Court of Nevada
- United States Court of Appeals, Ninth Circuit
- United States District Court, District of Nevada
- United States District Court, Eastern District of California



## Michael W. Cabrera

Associate | Reno | Las Vegas | Washington, D.C.

Tel. 775.785.5449

mcabrera@swlaw.com

### Main Bio

Michael Cabrera is an associate in the firm's real estate practice group. He represents and advises real estate developers, investors, non-profit organizations, and individuals at all stages of property acquisition, land planning, zoning, and redevelopment processes. Michael has represented clients with real property disputes in state and federal court, including successfully defending land use decisions of local governing bodies, quiet title actions, partition actions, and boundary line adjustments.

Michael's practice extends to governmental relations, environmental and business licensing, and regulatory compliance. Michael has also served as counsel to state boards where he advised on several legal matters, including open meeting laws, administrative law and general civil law and procedure. He has experience appearing before the Nevada Legislature, County Commissions, City Councils, and planning and zoning boards.

### Education

- American University Washington College of Law (J.D., cum laude, 2017)
  - Administrative Law Review, Senior Symposia Editor
- University of Nevada, Reno (B.A., Political Science and International Affairs, 2009)

### Representative Presentations & Publications

- "Real Estate Development Basics: Focus on Northern Nevada," Author, Snell & Wilmer Under Construction Newsletter (January 31, 2023)
- "What Is the Tahoe Regional Planning Agency (TRPA) and How Does It Affect Real Estate Development in the Lake Tahoe Basin?" Episode Host, CalCurrent Podcast (January 12, 2023)

### Previous Professional Experience

- Lewis Roca Rothgerber Christie LLP, Associate (2020-2022)
- Donohue & Stearns, PLC, Associate (2017-2019)
  - Law Clerk (2017)
- American University Civil Advocacy Clinic, Student Attorney (2016)
- Holland & Hart LLP, Summer Associate, Commercial Litigation & Appellate Group (2016)

### Bar Admissions

- District of Columbia
- Nevada

## Court Admissions

- Supreme Court of Nevada
- Supreme Court of the District of Columbia



## Casey J. Stiteler

Associate | Reno

Tel. 775.785.5436

cstiteler@swlaw.com

### Main Bio

Casey Stiteler is an associate in the firm's real estate practice group. His practice is focused on real estate transactions and land use matters regarding residential, commercial, and multi-family property development. Additionally, Casey provides counsel on real estate and commercial contracts, purchase agreements and other related matters.

### Education

- University of Nevada, William S. Boyd School of Law (J.D., summa cum laude, 2015)
  - Nevada Law Journal, Notes Editor (2013-2014)
  - CALI Awards for Excellence in Property, Constitutional Law, Advanced Legal Analysis and Writing, and Legislative Policy and Interpretation
- University of Nevada, Reno (B.A., Political Science, 2012)

### Professional Memberships & Activities

- NAIOP, Northern Nevada
- Federal Bar Association (2016-2021)
  - Membership Chairperson (2017-2018)

### Professional Recognition & Awards

- The Best Lawyers in America®: Ones to Watch, Land Use and Zoning Law, Real Estate (2023)

### Community Involvement

- Northern Nevada Children's Cancer Foundation (2019-Present)
  - President (2022)
  - Vice President (2021- 2022)
- Big Brothers Big Sisters of Northern Nevada (2017-2019)
  - President, Young Professionals Committee (2017-2018)

### Previous Professional Experience

- Lewis Roca Rothgerber Christie LLP, Associate
- Supreme Court of Nevada, Law Clerk to the Honorable Justice Mark Gibbons

- Office of the Governor of the State of Nevada, Legislative Policy Extern
- U.S. District Court, District of Nevada, Judicial Extern to the Honorable William G. Cobb

## Bar Admissions

- Nevada

## Court Admissions

- Supreme Court of Nevada

# References

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# References

Snell & Wilmer provides the following references. At least two of the references are for similar services provided in the last three years. We provide permission to contact each reference.

1. Minden Gardnerville Sanitation District  
April L. Burchett, Sr. Executive Assistant/Human Resources  
Tel: (775) 782-3546  
[april@mgsdistrict.org](mailto:april@mgsdistrict.org)

Snell & Wilmer has advised Minden Gardnerville Sanitation District for over 10 years on general business administration work.

Start date: April 1978

2. Center for Adaptive Riding  
Nikki Landa, Executive Director  
Tel: (775) 329-1839 (office)  
Tel: (775) 343-5858 (cell)  
[nikki@adaptiveriding.org](mailto:nikki@adaptiveriding.org)

Michael Cabrera and Casey Stiteler provided pro bono services for Center for Adaptive Riding. They advised and assisted with the preparation of land documents.

Start date: January 2021

3. Phil Satre  
Tel: (775) 323-5252 (office)  
Tel: (775) 772-9562 (cell)  
[phil@psatre.net](mailto:phil@psatre.net)

Bill Peterson and Michael Cabrera have advised Mr. Satre on administration and regulatory issues.

Start date: January 2023

4. PFP Associates, LLC  
Jack McElhinney, Esq., Vice President and General Counsel  
Tel: (617) 816-4092  
[jack@fremppf.com](mailto:jack@fremppf.com)

Jacey Prupas and Bill Peterson have advised Mr. McElhinney on significant litigation matters.

Start date: January 2017

# Pricing

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# Pricing

Snell & Wilmer maintains a lean operating philosophy with an emphasis on minimized overhead, bolstered by a lower-cost geographical footprint concentrated in the Southwest. This uniquely positions us to avoid burdening our clients with high overhead costs that would otherwise manifest in inflated hourly rates. Our pricing and legal project management department also reviews scope of the work and the fees associated with matters as assigned to our firm. This allows clients to have the peace of mind that the firm is striving to be efficient with each matter.

Snell & Wilmer is also pleased to be at the forefront in alternative fee arrangements. In almost all cases, we find alternatives outside of the billable hour that are mutually beneficial. We have a variety of basic alternatives currently in place for hundreds of clients and would be delighted to discuss TMWA's potential need for an alternative fee arrangement.

Below you will find our proposed hourly billing rates for TMWA if we are engaged.

<b>Attorney</b>	<b>Title</b>	<b>Hourly Rate</b>
William Peterson	Partner	\$550
Jacey Prupas	Partner	\$550
Michael Cabrera	Associate	\$425
Casey Stiteler	Associate	\$450

# Potential Conflicts

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# Potential Conflicts

Snell & Wilmer does not have any conflicts with representing Truckee Meadows Water Authorities (TMWA) for board counsel.

Snell & Wilmer's client intake and conflict clearance process operates under the directive of our Chief Legal Officer. Any time the firm is contacted by a client or potential client, a conflict search is performed. Cleared conflict searches must be submitted to the firm to engage a new client or open a new matter for an existing client. Snell & Wilmer has a Conflicts Group that performs conflicts searches. The originating attorney provides the Conflicts Group with a list of all relevant parties; the Conflicts Group, in turn, generates a report of potentially adverse clients or matters. The attorney originating the new client or new matter, in conjunction with the Firm's Conflicts Counsel, is responsible for reviewing the conflict report and clearing or resolving any actual or potential conflicts before proceeding.

If conflict waivers (including joint engagement waivers) are required, the waivers must be approved by Conflicts Counsel. The waivers must then be signed by all parties before a new client or new matter will be opened. The firm processes conflicts checks in a thorough and expeditious manner. Additionally, if a conflict were to arise, the attorney originating the new client or new matter, in conjunction with the Firm's Conflicts Counsel, would contact the affected parties and ascertain if both parties would be willing to waive the conflict. If both parties agree to waive the conflict, the waivers must then be signed by all parties before a new client or new matter will be opened. Snell & Wilmer monitors ethical conflicts closely and, when permitted by the rules of professional conduct, discusses such matters with clients.

# Additional Information

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# Value Added Resources

In addition to our quality, cost-efficient legal services, Snell & Wilmer offers a variety of value-added services to clients and friends of the firm. Current resources available include:

## General Firm Resources

**CLE/Educational Seminars and Programs:** Our attorneys routinely provide educational seminars and programs, including CLE, on a variety of business and legal topics. These seminars are conducted in a variety of formats and can be made available as an in-house presentation or via webinar for the convenience of our clients. Additionally, the S&W LearningHub provides a digital library of presentations available to view when convenient and at your own pace. Many presentations offer self-study CLE credit for attorneys. S&W LearningHub is easily accessible from the firm's website, and we highly encourage clients to take advantage of this resource. The firm also presents a CLE round up offered yearly for free to our inhouse clients within our jurisdictions for meeting their annual CLE requirements.

**Publications:** Our attorneys periodically publish blogs, bulletins, newsletters, and legal alerts to assist our clients in keeping current on laws and issues that may impact them. Our publications include topics such as employee benefits, cybersecurity and data privacy law, intellectual property, and white-collar investigations.

**Information Security:** Snell & Wilmer is fully committed to protecting client confidential information and other sensitive information. The firm has developed an information security awareness program, which is regularly presented to both attorneys and non-attorney staff at each of our offices on at least an annual basis, as well as for all new hires. The firm has a Privacy, Data Protection and Cyber Security practice area that helps the firm stay current with the evolving cyber threat environment and appropriate safeguards.

**Legal Project Management Services:** Snell & Wilmer's pricing and project management department helps ensure efficiency in our legal practice. Focusing on project management principles like time, scope, cost, and resource management allows our firm to deliver high quality service to the client at an affordable cost. We accomplish this through a blend of budget monitoring, internal and external project communication, regular updates to the team and client, and dedicated project managers for larger matters. We understand the cost sensitivity our clients face, and we provide open, collaborative communication throughout each matter.

In particular, **SWift**, our matter management platform, provides a consistent approach to efficiently and effectively managing teams and matters. SWift is designed to allow our billing attorneys and project managers to select pre-defined tasks or quickly create custom tasks for each new matter. Each task is assigned to specific preparer in a matter plan template. Budgets are monitored for each matter in real time through dashboards and alerts. SWift is intuitive, allowing all users to spend less time performing administrative tasks and more time providing meaningful and valuable legal services to our clients.

**Diversity, Equity, and Inclusion:** Snell & Wilmer has an unwavering commitment to diversity, equity, and inclusion. Our firm presents and engages with programs that are designed to endorse DEI initiatives with our clients and in the community. At all levels, the firm is focused, engaged, and invested in fostering "One Community, Identity of Many." Each quarter, our firm offers a multitude of events that highlight and support our diverse team. These events include regular firmwide conversation events regarding justice, diversity and understanding that highlight the various issues faced by underrepresented individuals in the legal profession. Our firm also offers several social clubs including a Book Club that actively selects books that speak to workplace dynamics and professional growth. Participants can discuss themes surrounding the book through a shared experience. We welcome the opportunity to collaborate with clients on DEI-related events and speaking engagements.

**Technology:** Snell & Wilmer's IT department continues to evaluate current practices, conduct GAP analysis, and develop strategic plans to accomplish important goals. Our group remains involved with the Corporate Legal Operations Consortium and attends its annual conference to stay current with the best technology practices in terms of case management. Our IT team continually meets with attorneys, management, and staff. Additionally, many of the Firm's

technologists have researched the applications, processes, and methods the leaders in technology are using. Our IT team implements a number of robust document management, communication, and project management tools that allows our attorneys to provide their services in the most efficient way possible for clients.

**Secondments:** Snell & Wilmer has the ability and willingness to loan attorneys, paralegals, and other support personnel on a short, temporary to semi-permanent basis. We have arranged secondees in the past with other clients. We are open to an arrangement that would be mutually beneficial to Snell & Wilmer and clients interested in this resource.

### **Litigation Resources**

**Lex Machina:** This program allows the firm to uncover trends to bolster the firm's litigation strategy by providing robust analytics on judges, lawyers, parties, as well as all prior litigation concerning asserted patents. The firm can access time to claim construction, outcomes, damages, awards, and more.

**Lex Mundi:** Snell & Wilmer is a member of Lex Mundi, a leading association of the world's top 160 independent law firms. Our attorneys are well-versed in partnering with local counsel around the world through this network to meet our clients' needs. In addition to Snell & Wilmer's membership with Lex Mundi, individuals from Snell & Wilmer's international group hold several leadership positions within the organization. Through our involvement with this recognized worldwide resource, our clients can have the confidence that they will receive quality representation from an elite selection of law firms with local market knowledge. This extensive network, together with Snell & Wilmer's offices in the United States, enables us to stay on the forefront of our profession and to provide a full range of quality legal services to our clients in more than 76 countries worldwide.

**Trial of Network Lawyers:** We are affiliated with The Network of Trial Law Firms that is a group of preeminent lawyers from key jurisdictions who confidently rely on one another to deliver exceptional results and service to clients. The network includes over 5000 attorneys at 23 independent law firms practicing in over 120 offices throughout the United States. We look forward to leveraging our affiliation with The Network of Trial Law Firms for clients should a need develop.

**Courthouse News Service (CNS)/Westlaw:** CNS alerts assist our attorneys in staying on top of litigation filed against clients and relevant companies of interest to our client's interests. Moreover, Westlaw's news clipping services provides the ability to search thousands of news and business databases for legal, political, and business news related to the particular client; monitor settlements and verdicts pertaining to specific practice areas; and track new cases, legislation, regulations and standards that may be relevant to client objectives.

**Notary Services:** The firm has attorneys and staff members that are registered notaries across all our office locations and are readily available to assist clients with any notary service needs.

### **Corporate Resources**

**Due Diligence and Acquisitions:** Pitchbook is a global financial intelligence software that uncovers actionable insights and trends within financial data of more than three million companies. This platform allows the firm access to public and private data, including flow of capital across venture capital, private equity, and mergers and acquisitions.





### About Snell & Wilmer

Founded in 1938, Snell & Wilmer is a full-service business law firm with more than 500 attorneys practicing in 16 locations throughout the United States and in Mexico, including Phoenix and Tucson, Arizona; Los Angeles, Orange County, and San Diego, California; Denver, Colorado; Washington, D.C.; Boise, Idaho; Las Vegas and Reno, Nevada; Albuquerque, New Mexico; Portland, Oregon; Dallas, Texas; Salt Lake City, Utah; Seattle, Washington; and Los Cabos, Mexico. The firm represents clients ranging from large, publicly traded corporations to small businesses, individuals, and entrepreneurs. For more information, visit [swlaw.com](http://swlaw.com).

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One East Washington Street | Suite 2700 | Phoenix, Arizona 85004

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## STAFF REPORT

**TO:** Board of Directors  
**FROM:** John R. Zimmerman, General Manager  
**DATE:** May 11, 2023  
**SUBJECT:** **Review, discussion, and possible direction to staff regarding amendments to Board Bylaws**

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### SUMMARY

At the April Board meeting, TMWA Board members requested a review of the Board Bylaws (attached). The Bylaws were initially adopted on March 16, 2001 and were amended on May 8, 2002 and January 15, 2020. Staff requests direction from the Board regarding possible amendments, which would be brought back to the Board at the June meeting for discussion and possible approval (effective upon adoption).

**TRUCKEE MEADOWS WATER AUTHORITY  
BOARD OF DIRECTORS**

**RULES AND REGULATIONS  
Approved on March 16, 2001.**

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**PREAMBLE:**

These rules and regulations are promulgated pursuant to the Cooperative Agreement among the City of Reno, the City of Sparks, and the County of Washoe, Article 18.

**SECTION I - MINUTES:**

The Board of Directors shall determine its own rules, order of business, and conduct of public meetings, and shall provide for minutes of its proceedings. The General Manager is required to keep accurate minutes, which shall be a public record.

**SECTION II - MEETINGS:**

**Regular Meetings** shall be held at least once each month. Regular meetings will normally convene on the second and fourth Wednesdays of the month at 9:00 a.m. in a properly noticed location in accordance with the Open Meeting Law.

**Special Meetings** may be called by the Chairman or the General Manager with at least three days written notice to each member of the Board served personally or left at the member's usual place of residence so long as the legal notice is in accordance with the Open Meeting Law.

**Personnel/Labor Relations Sessions** may only be held for the purposes allowed by NRS 241.030 (Nevada Open Meeting Law) and NRS 288.220 (Labor Negotiations). Personnel/Labor Relations Sessions are confidential unless the Board of Directors votes in open session to release the information and minutes related to a particular session.

**Teleconference Attendance at meetings** by Board members will be permitted, without further approval, when a Board member is unable to attend a meeting and desires to participate via the use of teleconferencing. The requesting Board member must give the General Manager or his/her designee adequate notice of his or her desire to participate via teleconferencing to make any technical arrangements necessary. The minutes of the meeting shall clearly set forth which members are present in person and which are present by telephone conference.

**SECTION III - AGENDA:**

Items scheduled on the regular agenda shall ordinarily be limited to those matters or issues that have been fully evaluated by staff and are in a form suitable for action. Any Board member may request that other matters or issues, including, but not limited to, matters or issues requiring staff research and Water Authority policy evaluation, may be included on a future regular agenda, but discussion and action concerning any such item shall be limited to whether or not such item shall

be included on an agenda for a future meeting as deemed appropriate by action of the Board of Directors. Except in an emergency as allowed by the Nevada Open Meeting Law, no Board action shall be taken on any item except in a meeting which has been properly noticed in accordance with N.R.S. 241.020 as it may be amended from time to time. If a Board member requests that a matter or issue be placed on a future agenda, and the request is not on the agenda of the meeting in which the request is made and is objected to by another Board member, then the request shall be placed on a future agenda for purposes of action on whether or not the item should thereafter be placed on an agenda for consideration at a subsequent meeting.

Agendas shall use the following order of business:

Roll Call  
Pledge of Allegiance  
Public Comment  
Approval of Agenda  
Approval of Minutes  
Regular Business Items  
Public Comment  
Labor Relations Session (when necessary)  
Adjournment

The Chairman shall determine the order of business at the meeting. The Chairman, on his own initiative, or the Board, by majority vote, may consider items out of sequence from the printed agenda. A time certain for particular items may be set by the General Manager at the time the agenda is posted or by request of the General Manager, Chairman, or Board members at the beginning of the meeting during the Approval of the Agenda item.

#### **SECTION IV - PRESIDING OFFICER - DUTIES:**

The Chairman shall be the presiding officer of the Board of Directors. The presiding officer shall preserve strict order and decorum at all regular and special meetings of the Board. The Chairman shall state every question coming before the Board, announce the decision of the Board on all subjects, and decide all questions of order. Any decision or ruling of the Chairman may be appealed to the full Board of Directors by request of any member. The Chairman shall call for roll call to see if the chair is upheld; if the roll call loses, the Chairman is reversed.

#### **SECTION V - CALL TO ORDER:**

The Chairman, or in the Chairman's absence the Vice-Chairman, shall call the Board to order at the scheduled meeting time. In the absence of the Chairman or Vice-Chairman, the General Manager shall call the Board to order. A temporary presiding officer shall then be elected by the members of the Board present. When the Chairman or Vice-Chairman arrives, the temporary presiding officer shall relinquish the chair when the business immediately before the Board is finished.

**SECTION VI - ROLL CALL:**

Before proceeding with the business of the Board, the General Manager or his/her designee shall call the roll of the members and the names of those present shall be entered in the minutes, with those present via teleconference annotated to that effect and announced to the meeting audience. When, pursuant to the interlocal agreement establishing the Water Authority, an alternate is attending in lieu of a regular member, then the alternate's name shall be entered into the minutes in the same manner as regular members, and the alternate may participate in all actions of the Board in the same manner as regular members. Alternates are encouraged to attend all TMWA Board meetings to keep abreast of the issues.

**SECTION VII - QUORUM:**

A quorum shall consist of a majority of the members of the Board physically present at the meeting. To preserve the intent of open public meetings, teleconference attendance shall not be considered in establishing a quorum. No action of the Board shall be valid or binding unless adopted by the affirmative vote of four or more members of the Board or as otherwise provided by law or the Cooperative Agreement. When a Board member will be unable to attend a meeting, it is the Board member's responsibility to notify his/her alternate to attend in his/her place.

**SECTION VIII - ORDER OF BUSINESS:**

The Chairman shall determine the order of business at meetings. The Chairman on his/her own initiative, or the Board by majority vote, may consider items out of sequence from the printed agenda. Time certain for particular items may be set at the time the agenda is posted or by request of the General Manager, Chairman, or Board members at the beginning of the Board meeting.

**Getting the floor - improper references to be avoided:** Every Board member desiring to speak shall address the chairman and, upon recognition by the presiding officer, shall confine himself or herself to the question under debate, avoiding all personalities and indecorous languages.

**Interruptions:** A member, once recognized, shall not be interrupted when speaking unless it is to call the member to order. If a member, while speaking, is called to order, the member shall cease speaking until the question of order is determined, and, if in order, shall be permitted to proceed.

**Personal privilege:** The right of a Board member to address the Board on a question of personal privilege shall be limited to cases in which the member's integrity, character, or motives are questions, or where the welfare of the Board is concerned. A Board member may interrupt another speaker if the Chairman recognizes the "privilege."

## **SECTION IX - ADDRESSING THE BOARD:**

At the discretion of the chairman, citizens attending the meeting may address the Board at the proper time during the discussion of any agenda item. Petitions, remonstrances, communications, comments or suggestions from citizens which are not related to an item included in the agenda must be heard under Public Comment.

Each person desiring to address the Board shall submit an attendance card. Each person addressing the Board shall read his or her name and the city or county of his or her residence into the public record. Oral presentations given during the Public Comment section of the agenda or for any agenda item shall not be repetitious and shall be confined to three minutes maximum duration, unless the Chairman or the Board grants additional time. No person other than the individual speaking shall enter into the discussion without the permission of the presiding officer. No question shall be asked of a Board member except through the presiding officer. No action shall be taken on issues raised under the Public Comment section of the agenda.

After a motion is made, no person shall address the Board without first securing the permission of the full Board to do so.

## **SECTION X - DECORUM:**

**By Board Members:** While the Board is in session, the members must preserve order and decorum. A member shall neither by conversation or otherwise delay nor interrupt the proceedings or the peace of the Board nor disturb any member while speaking nor refuse to obey the orders of the Board or its presiding officer, except as otherwise herein provided.

**By Persons:** Pursuant to NRS 241.030 (3)(b), any person making personal, impertinent, or slanderous remarks which disrupt the meeting, or who becomes boisterous while addressing the Board, or who interferes with the order of business before the Board, and who fails, upon request of the presiding officer to cease such activity, shall be barred from further audience before the Board at that meeting, unless permission to continue is granted by a majority vote of the Board.

**Enforcement of Decorum:** The General Manager or the General Manager's designee(s) shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at Board meetings. Upon instructions of the presiding officer, it shall be the duty of the General Manager or the General Manager's designee(s) to remove any person who violates the order and decorum of the meeting.

## **SECTION XI - VOTING:**

**Roll Call:** A roll call vote must be taken upon the request of any member.

Roll call votes shall be taken by the General Manager or his/her designee. The General Manager or his/her designee shall endeavor to rotate the order of calling on Board Members on a roll call vote except that the Chairman shall always vote last on a roll call vote. It shall not be in order for members to explain their vote during the roll call.

**Precedence of Motions:** When a motion is before the Board, no motion shall be entertained except (1) to limit comment, (2) to adjourn, (3) to fix hour of adjournment, (4) to lay the motion on the table, (5) to call for the previous question, (6) to continue to a certain day, (7) to refer, (8) to amend, (9) to postpone indefinitely, or (10) to divide the question. These motions shall have precedence in the order indicated.

**Amendments:** No more than one amendment to an amendment is permitted. When an amendment is before the Board, the Board shall vote first on the amendment. After the amendment has passed or failed, the Board shall vote on the main motion.

**Motion to Table:** The purpose of this motion is to temporarily by-pass the subject. A motion to lay the matter on the table is undebatable and shall preclude all amendments or debate of the subject under consideration. If the motion prevails, the matter may be "taken from the table" at any time prior to the end of the next regular meeting. A matter taken from the table cannot be acted upon if it does not appear on the published agenda.

**Motion to Continue:** The purpose of this motion is to delay consideration of a subject until a future time. A motion to continue shall include the specific date when the subject shall again be considered.

**Motion for Previous Question:** The purpose of this motion is to close debate on the main motion. It is undebatable, and no further discussion shall be permitted until the motion is acted upon. If the motion fails, debate is reopened; if the motion passes, then the Board shall vote on the main motion.

**Division of Question:** If the question contains two or more divisible propositions, the Chairman may, or upon successful motion of the Board, shall divide the same.

**Withdrawal of Motion:** When a motion is made and seconded, it shall be so stated by the Chair before debate commences. A motion may not be withdrawn by the mover without the consent of the member seconding it.

**Conflict of Interest:** Board members shall abide by the provisions of NRS 281.411 et, seq. relating to Ethics in Government.

**Board Member Required to Vote:** Board members are required to vote on all issues placed before them unless prohibited by the Code of Ethical Standards in NRS 281.481 et. seq.; or, if a Board member was absent from a meeting, he or she may abstain from voting on the minutes of that meeting. The presiding officer shall elicit a voice vote from teleconferencing board members.

**Recording Votes:** The minutes of the proceedings of the Board shall record each individual Board member's vote on all agenda items.

**Affirmative Motion:** An affirmative motion which fails to carry shall not be considered a denial and shall require a motion for denial.

Negative Motion: A negative motion which fails to carry is not tantamount to approval and shall require the passage of an affirmative motion before approval.

**Motion to Reconsider:** A motion for reconsideration of any matter or a request to have a matter placed on a subsequent agenda may be made at any time during the meeting when the matter was voted upon or during the next regularly scheduled meeting by a Board member voting on a prevailing side of the matter or motion to be reconsidered. A question failing by virtue of tie vote may be reconsidered by motion of any member of the Board, which motion may be made at any time. A majority vote in favor of reconsidering the vote on a subject or motion shall automatically cancel the previous vote on that subject or motion and reopen the subject or motion for discussion and another vote. The procedures of regular business shall be in order. When a Board member voting on the prevailing side requests the General Manager to place a time for reconsideration on the subsequent agenda, that Board member should specify his/her intent as to when the item itself should be heard if the Board approves the request to reconsider it.

## **SECTION XII - COMMITTEES**

When the Board determines that a citizen's committee is needed, the following procedure shall be used:

- a) The Board member proposing the creation of the citizen's committee will submit information defining the purpose, duties and objectives of the committee and whether it is to be an ad hoc or continuing committee to the General Manager for placement on an agenda for Board discussion. If proposed as an ad hoc committee, the Board action shall specify when the committee's work is to begin and to conclude.
- b) The Board shall approve or reject the request. If the Board approves the request, it shall be referred to staff for the drafting of the appropriate resolution.
- c) Once a citizen's committee is approved, the General Manager shall cause to be published a notice soliciting interested and qualified volunteers to file application for appointment. The following information is to be contained in the notice: the purpose and duties of the committee and the requirement to comply with the open meeting law and the ethics law.
- d) The Board may interview all applicants or may pre-screen applicants for interviews if it so chooses.
- e) Terms of appointment to any citizens' committee shall not exceed three years. No person shall be appointed to serve more than two consecutive terms. An individual who fills an unexpired term with 3/4 of that term remaining shall be considered to be serving a full term. A third term may be considered if there are no other qualified applicants.
- f) Criteria Which May Be Used for Appointment to Committees:



- o Competence
- o Representative of community as a group - points of view, different areas, different aspects of the community, different backgrounds, experts and generalists, etc.
- o Balance among jurisdictions.

The following criteria may be used for re-appointment to or removal from committees:

- o Conflicts of interest
- o Attendance at Meetings
- o Participation during Meetings
- o Preparation for Meetings
- o Support of community vision/values
- o Respect for staff/public

The Board may remove a member of a committee pursuant to the following procedure:

- At the request of any Board member, the Board may direct written notice to be provided to a committee member being considered for removal.
- Such written notice will be delivered personally to that member at least 5 working days before the meeting, or sent by certified mail not less than 21 working days in advance of the meeting at which the removal will be considered.
- Such written notice will set forth the reasons for the proposed removal in sufficient detail to enable the committee member to respond at the meeting.

The Board may close the meeting in accordance with the provisions of the Open Meeting Law, Chapter 241 of the Nevada Revised Statutes, to discuss the character, alleged misconduct, professional competence, or physical or mental health of a person.

The member of the committee who is the subject of the proposed removal shall be given the opportunity to present information to the Board on the issue of removal.

### **SECTION XIII - AUTHORITY OF THE GENERAL MANAGER**

The General Manager is the chief executive and administrative officer of the Truckee Meadows Water Authority. He or she is responsible to the Board for the proper administration of all Authority business. The General Manager shall appoint all employees of the Authority and, subject to the requirements of applicable law, may remove any employee, when justified, without authorization from the Board.

#### **SECTION XIV - USES OF STAFF**

Board members should always feel free to go to the General Manager. The Board will provide ongoing feedback, information and perceptions to the General Manager. When a Board member has a concern with a staff member, the concerns should be discussed with the General Manager.

Board members will not request from the General Manager any staff project that entails over two hours of staff work without seeking approval of the full Board. This rule pertains only to individual research requests by an individual Board member.

Board members should direct requests for information to the General Manager and not to individual staff members.

This Section is not intended to authorize, and does not authorize any Board member, to seek or take action on any matter or issue within the jurisdiction of the Board, including, but not limited to the appointment, suspension, or removal of the General Manager or any TMWA employee or contractor. Action on such matters or issues may only be taken by the Board in a properly noticed public meeting in full compliance with the Nevada Open Meeting Law.

#### **SECTION XV - RULES OF ORDER**

"Roberts Rules of Order Newly Revised" shall govern the proceedings of the Board in all cases, provided they are not in conflict with these rules.

#### **SECTION XVI – MEDIA COMMUNICATIONS**

Board member to media communications: Board members speaking to the media will clearly indicate whether comments that they are expressing are the official position of the TMWA Board of Directors or represent their own personal views.



## STAFF REPORT

**TO:** Chairman and Board Members  
**THRU:** John R. Zimmerman, General Manager  
**FROM:** Stefanie Morris  
**DATE:** May 9, 2023  
**SUBJECT:** Discussion and possible action and direction to staff regarding 2023 legislative activities, current bills, and TMWA recommend positions on legislative proposals

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### SUMMARY

The Session began on February 6th. Staff and TMWA lobbyist Leo Drozdoff have reviewed the bills that have been released to date and attached is a list of bills and staff's recommended positions. On April 20, 2023, staff overviewed the attached list of bills with the Legislative Subcommittee. Staff overviewed the bills that did not pass out of the first Committee by the April 14<sup>th</sup> deadline. Those bills are shown in the attachment in red with a strike through. .

At the Board meeting, TMWA staff and lobbyist will provide an update regarding the Session and a summary of the significant bills on which the Legislative Subcommittee recommends TMWA support or oppose.

Detailed below are key deadlines for this session.

#### Key 2023 Legislative Deadlines:

February 6	Session Begins
February 13	Legislators' BDR Requests
March 20	Legislators' Bill Introductions
March 27	Committees' Bill Introductions
April 14	Committee Passage (1 <sup>st</sup> House)
April 25	First House Passage
May 19	Committee Passage (2 <sup>nd</sup> House)
May 26	Second House Passage
June 5	Session Ends

**RECOMMENDATION**

Staff recommends the Board act to support the positions in the attached bill list.  
Recommended motion: I move to support the TMWA positions shown in the bill list.

Truckee Meadows Water Authority - Legislation Tracker							
Bill	Description	Sponsor(s)	Status	Past Meetings	Past Action	Future Meetings	Leg. Subcommittee Recommendations
AB14	Revises provisions relating to the state business portal. (BDR 7-405)	Committee on Judiciary	Judiciary	Senate Committee on Judiciary 5/1/2023 1:00 PM	Heard, No Action		Watch
AB19	Revises provisions relating to water. (BDR 48-233)	Committee on Natural Resources	Natural Resources	Senate Committee on Natural Resources 5/9/2023 3:30 PM	Do pass		Watch
AB20	Revises provisions relating to water. (BDR 40-227)	Committee on Natural Resources	Natural Resources, Agriculture, and Mining	Senate Committee on Natural Resources 5/4/2023 3:30 PM	Heard, No Action		Support
AB27	Revises provisions relating to contractors who provide management and counseling services on construction projects. (BDR 54-269)	Committee on Commerce and Labor	Second Reading	Senate Committee on Commerce and Labor 5/8/2023 8:00 AM	Do pass		Watch
AB31	Makes Juneteenth a legal holiday in this State. (BDR 19-413)	Committee on Government Affairs	Government Affairs	Assembly Committee on Government Affairs 2/16/2023 9:00 AM	Failed		Watch
AB34	Revises provisions relating to water. (BDR 48-235)	Committee on Natural Resources	Natural Resources, Agriculture, and Mining	Assembly Committee on Natural Resources 4/12/2023 4:00 PM	Amend, and do pass as amended		Watch
AB52	Makes various changes to the Open Meeting Law. (BDR 19-416)	Committee on Government Affairs	Second Reading	Senate Committee on Government Affairs 5/3/2023 3:30 PM	Heard, No Action		Watch
AB66	Revises provisions relating to ethics in government. (BDR 23-264)	Committee on Legislative Operations and Elections	Legislative Operations and Elections	Assembly Committee on Legislative Operations and Elections 4/13/2023 4:00 PM	Amend, and do pass as amended		Watch
AB71	Requires the Division of Environmental Protection of the State Department of Conservation and Natural Resources to conduct an interim study concerning environmental justice. (BDR S-347)	Committee on Natural Resources	Natural Resources, Agriculture, and Mining	Assembly Committee on Natural Resources 4/5/2023 4:00 PM	Amend, and do pass as amended		Watch
AB89	Revises provisions relating to public works. (BDR 28-510)	O'Neill, Dickman, Hansen, DeLong and Gurr	Judiciary		Failed		Watch
AB90	Revises provisions relating to water. (BDR 48-717)	Gurr	Natural Resources, Agriculture, and Mining		Failed		Watch
AB91	Revises provisions governing water. (BDR 48-696)	DeLong	Natural Resources, Agriculture, and Mining	Senate Committee on Natural Resources 5/2/2023 3:30 PM	Heard, No Action		Watch
AB98	Revises provisions governing economic development. (BDR 18-760)	Nguyen	Revenue and Economic Development	Senate Committee on Revenue and Economic Development 5/9/2023 1:00 PM	Heard, No Action		Watch
AB103	Revises provisions relating to states of emergency or declarations of disaster proclaimed by the Governor. (BDR 36-92)	Assemblywoman Dickman; Senator Titus	Government Affairs		Failed		Watch

AB105	Revises provisions related to broadband Internet. (BDR 10-712)	Watts	Growth and Infrastructure	Assembly Committee on Growth and Infrastructure 3/2/2023 1:30-PM	Failed		Watch
AB106	Revises provisions governing contractors. (BDR 54-771)	Gallant	Commerce and Labor		Failed		Watch
AB109	Establishes provisions relating to soil health. (BDR 49-571)	La Rue Hatch, Orentlicher, Peters, Thomas, Watts, Anderson and González	Second Reading	Assembly Committee on Natural Resources 3/13/2023 4:00 PM	Amend, and do pass as amended		Watch
AB139	Revises provisions governing certain demographic information collected by governmental agencies. (BDR 19-122)	Assemblymen Brittney Miller, D'Silva, González, Mosca, Nguyen and Torres; Senator Nguyen	Government Affairs	Assembly Committee on Government Affairs 4/12/2023 9:00 AM	Amend, and do pass as amended		Watch
AB140	Makes Juneteenth Day a legal holiday in this State. (BDR 19-63)	Assemblymen Thomas, Cameron Miller, Monroe-Moreno, Marzola, Torres, Anderson, Bilbray-Axelrod, Brown-May, Carter, Cohen, Considine, D'Silva, Duran, González, Gorelow, Jauregui, Kasama, Koenig, La Rue Hatch, Brittney Miller, Mosca, Newby, Nguyen, Orentlicher, Peters, Summers-Armstrong, Taylor, Watts and Yeager; Senators Spearman, Neal, Krasner, Cannizzaro, Nguyen and Lange	Ways and Means	Assembly Committee on Ways and Means 4/20/2023 5:00 PM	Heard		Watch
AB163	Revises provisions governing employment. (BDR 53-834)	Assemblymen González, Considine, Thomas, Anderson, Brown-May, Dickman, Duran, Gray, Hardy, La Rue Hatch, Newby, Nguyen, O'Neill, Orentlicher and Watts; Senators Spearman, Neal, Harris, Ohrenschall and Scheible	Commerce and Labor	Senate Committee on Commerce and Labor 5/8/2023 8:00 AM	Amend, and do pass as amended		Watch
AB171	Revises provisions governing public works. (BDR 28-179)	Duran, Torres, Anderson, González, Bilbray-Axelrod, Brown-May, Carter, Cohen, Considine and Thomas	Government Affairs	Assembly Committee on Government Affairs 4/12/2023 9:00 AM	Amend, and do pass as amended		Watch

AB172	Revises provisions governing collective bargaining for local government employees. (BDR 23-700)	Assemblymen Anderson, Duran, Carter, Considine and Thomas; Senator Daly	Government Affairs	Senate Committee on Government Affairs 5/8/2023 3:30 PM	Heard, No Action		Watch
AB173	Revises provisions governing public works. (BDR 28-735)	Assemblymen Gray, O'Neill, DeLong, Dickman, Gallant, Gurr and Hibbetts; Senators Daly, Seevers Gansert and Stone	Government Affairs	Assembly Committee on Government Affairs 4/13/2023 10:00 AM	Amend, and do pass as amended		Watch
AB177	Revises provisions governing parcel datasets. (BDR 20-715)	Gurr, DeLong, Dickman, Gallant, Gray, Hibbetts, Kasama, McArthur and O'Neill	Government Affairs	Senate Committee on Government Affairs 5/5/2023 3:30 PM	Heard, No Action		Watch
AB186	Establishes requirements relating to the provision of drinking water at food establishments. (BDR 40-454)	Kasama	Health and Human Services		Failed		Watch
AB191	Revises provisions relating to water conservation. (BDR 48-697)	DeLong, Dickman, Gallant and Gurr	Natural Resources, Agriculture, and Mining	Senate Committee on Natural Resources 5/2/2023 3:30 PM	Heard, No Action		Watch
AB200	Revises provisions governing legislative measures that may be requested for a regular legislative session. (BDR 17-103)	McArthur	Legislative Operations and Elections	Assembly Committee on Legislative Operations and Elections 3/21/2023 4:00 PM	Heard		Watch
AB210	Revises provisions governing public works. (BDR 28-832)	Duran, Torres, González, Carter, Gorelow, La Rue Hatch, Marzola, Newby, Nguyen and Thomas	Government Affairs	Senate Committee on Government Affairs 5/5/2023 3:30 PM	Heard, No Action		Watch
AB213	Revises provisions governing residential zoning. (BDR 22-250)	Jauregui	Commerce and Labor	Senate Committee on Government Affairs 5/8/2023 3:30 PM	Heard, No Action		Watch
AB219	Makes various changes to the Open Meeting Law. (BDR 19-781)	Considine	Government Affairs	Senate Committee on Government Affairs 5/8/2023 3:30 PM	Heard, No Action		Watch
AB220	Revises provisions relating to water conservation. (BDR 40-337)	Committee on Natural Resources	Natural Resources, Agriculture, and Mining	Assembly Committee on Natural Resources 4/10/2023 4:00 PM	Amend, and do pass as amended		Watch
AB235	Revises provisions governing public works projects. (BDR 28-176)	Monroe-Moreno	Government Affairs	Senate Committee on Government Affairs 5/10/2023 3:30 PM	Heard, No Action		Watch
AB261	Revises provisions relating to water. (BDR 18-470)	Committee on Natural Resources	Taxation	Assembly Committee on Revenue 5/4/2023 4:00 PM	Mentioned no jurisdiction		Support
AB263	Enacts provisions relating to the transmission of Legionnaires' disease by building water systems in certain health care facilities. (BDR 40-125)	Watts	Health and Human Services	Assembly Committee on Health and Human Services 4/5/2023 12:30 PM	Amend, and do pass as amended		Watch

AB278	Requires the Public Employees' Retirement Board to consider certain Nevada-based investments. (BDR 23-731)	Orentlicher	Government Affairs		Failed		Watch
AB305	Revises provisions governing public works. (BDR 28-112)	Monroe-Moreno and Considine	Government Affairs	Senate Committee on Government Affairs 5/10/2023 3:30 PM	Heard, No Action		Watch
AB312	Establishes provisions relating to environmental justice. (BDR 40-157)	Peters	Government Affairs	Assembly Committee on Government Affairs 4/13/2023 10:00 AM	Amend, and do pass as amended		Watch
AB313	Revises provisions relating to mining reclamation. (BDR 46-590)	Peters	Natural Resources, Agriculture, and Mining	Assembly Committee on Natural Resources 4/12/2023 4:00 PM	Amend, and do pass as amended		Watch
AB387	Revises provisions relating to water. (BDR 48-338)	Committee on Natural Resources	Natural Resources, Agriculture, and Mining	Senate Committee on Natural Resources 5/11/2023 3:30 PM	Heard, No Action		Watch
AB391	Revises provisions governing public works. (BDR 28-1031)	Committee on Government Affairs	Government Affairs	Senate Committee on Government Affairs 5/10/2023 3:30 PM	Heard, No Action		Watch
AB424	Revises provisions relating to the issuance of bonds for environmental improvement projects in the Lake Tahoe Basin. (BDR S-388)	Committee on Government Affairs	Natural Resources, Agriculture, and Mining	Senate Committee on Natural Resources 5/9/2023 3:30 PM	Heard, No Action		Watch
AB65*	Revises provisions relating to ethics in government. (BDR 23-257)	Committee on	Document Clerk		Returned from Secretary of State. Bill read with Governor's veto message.		Watch
AJR3	Proposes to amend the Nevada Constitution to establish certain rights relating to the environment. (BDR C-156)	Assemblymen Peters, Watts and Thomas; Senators Doñate and Scheible	Legislative Operations and Elections	Assembly Committee on Legislative Operations and Elections 3/9/2023 4:00 PM	Heard		Watch
AJR8	Urges the Congress of the United States to deschedule marijuana as a schedule I controlled substance. (BDR R-615)	D'Silva and Brittney Miller	Legislative Operations and Elections	Senate Committee on Legislative Operations and Elections 5/9/2023 3:30 PM	Heard, No Action		Watch



SB10	Revises provisions related to the Nevada State Infrastructure Bank. (BDR 35-358)	Committee on Growth and Infrastructure	Growth and Infrastructure	Senate Committee on Growth and Infrastructure 4/12/2023 3:30 PM	Amend, and do pass as amended		Watch
SB11	Requires the Department of Public Safety to adopt regulations authorizing a public agency to use unmanned aerial vehicles for certain purposes. (BDR 44-370)	Committee on Growth and Infrastructure	Growth and Infrastructure	Assembly Committee on Growth and Infrastructure 4/27/2023 1:30 PM	Heard		Watch
SB12	Makes various changes to the Charter of the City of Reno. (BDR S-354)	Committee on Government Affairs	Government Affairs	Senate Committee on Government Affairs 3/13/2023 3:30 PM	Heard, No Action		Watch
SB22	Revises provisions relating to the publication of legal notices. (BDR 19-390)	Committee on Government Affairs	Government Affairs	Assembly Committee on Government Affairs 5/11/2023 9:00 AM	Heard		Watch
SB27	Revises provisions relating to excavations in areas containing subsurface installations. (BDR 40-224)	Committee on Health and Human Services	Growth and Infrastructure	Assembly Committee on Growth and Infrastructure 5/11/2023 1:30 PM	Do pass		Watch
SB49	Revises provisions relating to the control of emissions. (BDR 40-230)	Committee on Natural Resources	Natural Resources		Failed		Watch
SB76	Establishes provisions governing certain products that contain intentionally added perfluoroalkyl and polyfluoroalkyl substances. (BDR 40-291)	Neal	Natural Resources	Assembly Committee on Natural Resources 5/1/2023 4:00 PM	Heard		Watch
SB81	Revises provisions governing regional planning. (BDR S-536)	Daly	Government Affairs	Assembly Committee on Government Affairs 5/9/2023 8:00 AM	Heard		Watch
SB82	Revises provisions related to public works. (BDR 28-535)	Daly	Government Affairs	Assembly Committee on Government Affairs 5/9/2023 8:00 AM	Heard		Watch
SB88	Requires the Joint Interim Committee on Natural Resources to conduct an interim study of certain state agencies. (BDR S-345)	Committee on Natural Resources	Natural Resources	Senate Committee on Natural Resources 4/13/2023 3:30 PM	Do pass		Watch
SB99	Makes an appropriation to the Desert Research Institute of the Nevada System of Higher Education to support the Nevada State Cloud Seeding Program. (BDR S-592)	Goicoechea	Finance		Notice of exemption		Watch

SB102	Makes an appropriation to the Division of Water Resources of the State Department of Conservation and Natural Resources to award grants of money for the development and maintenance of water resource plans. (BDR S-599)	Goicoechea	Finance		Notice of exemption		Watch
SB111	<del>Revises provisions relating to public works. (BDR 28-78)</del>	<del>Senator Goicoechea; Assemblyman Gurr</del>	<del>Government Affairs</del>		<del>Failed</del>		<del>Watch</del>
SB112	Revises provisions governing groundwater basin assessments. (BDR 48-600)	Goicoechea and Titus	Natural Resources	Senate Committee on Natural Resources 4/11/2023 3:30 PM	Amend, and do pass as amended		Watch
SB113	Revises provisions relating to groundwater management plans. (BDR 48-595)	Goicoechea, Titus, Buck, Hansen, Stone and Krasner	Natural Resources	Assembly Committee on Natural Resources 5/8/2023 4:00 PM	Heard		Watch
SB130	<del>Revises provisions relating to the emergency powers of the Governor. (BDR 36-514)</del>	<del>Titus, Buck, Krasner, Hansen and Stone</del>	<del>Government Affairs</del>		<del>Failed</del>		<del>Watch</del>
SB136	<del>Revises provisions relating to states of emergency or declarations of disaster proclaimed by the Governor. (BDR 36-520)</del>	<del>Krasner, Goicoechea, Titus, Buck, Hansen, Seevers-Gansert and Stone</del>	<del>Government Affairs</del>		<del>Failed</del>		<del>Watch</del>
SB145	Revises provisions related to employee misclassification. (BDR 53-159)	Lange, Doñate, Daly and Ohrenschall	Commerce and Labor	Senate Committee on Commerce and Labor 4/5/2023 8:00 AM	Amend, and do pass as amended		Watch
SB147	Makes changes relating to employment. (BDR 53-463)	Lange, Cannizzaro, Daly, Doñate and Flores	Commerce and Labor	Assembly Committee on Commerce and Labor 5/5/2023 12:00 PM	Heard		Watch
SB156	<del>Revises the Open Meeting Law. (BDR 19-884)</del>	<del>Ohrenschall</del>	<del>Government Affairs</del>	<del>Senate Committee on Government Affairs 4/7/2023 3:30 PM</del>	<del>Failed</del>		<del>Watch</del>
SB163	Requires certain health insurance to cover treatment of certain conditions relating to gender dysphoria, gender incongruence and other disorders of sexual development. (BDR 57-129)	Senators Scheible, Harris and Spearman; Assemblywoman González	Commerce and Labor	Senate Committee on Commerce and Labor 4/13/2023 8:00 AM	Amend, and do pass as amended		Watch
SB165	Revises provisions relating to businesses engaged in the development of emerging technologies. (BDR 18-878)	Spearman, Krasner, Doñate, Lange and Nguyen	Government Affairs	Senate Committee on Government Affairs 4/7/2023 3:30 PM	Do pass		Watch
SB169	Revises provisions governing master plans. (BDR 22-346)	Committee on Government Affairs	Government Affairs	Assembly Committee on Government Affairs 5/12/2023 9:00 AM	Do pass		Watch

SB176	Establishes provisions relating to the conservation of groundwater. (BDR 48-79)	Goicoechea	Natural Resources	Assembly Committee on Natural Resources 5/8/2023 4:00 PM	Mentioned no jurisdiction		Watch
SB180	Revises provisions relating to groundwater boards. (BDR 48-597)	Goicoechea	Natural Resources	Assembly Committee on Natural Resources 5/3/2023 4:00 PM	Heard		Watch
SB185	Establishes provisions relating to businesses. (BDR 18-35)	Neal	Government Affairs	Senate Committee on Government Affairs 4/14/2023 Upon Call of Chair	Amend, and do pass as amended		Watch
SB207	Revises provisions relating to ethics in government. (BDR 23-875)	Senators Spearman, Neal and SeEVERS Gansert; Assemblymen O'Neill, Brown-May, Considine and Monroe-Moreno	Legislative Operations and Elections		Failed		Watch
SB208	Authorizes counties and cities to enact certain ordinances relating to battery-charged fences. (BDR 20-853)	Flores, Stone, Goicoechea, Daly, Krasner and OhrenschaLL	Government Affairs	Assembly Committee on Government Affairs 5/12/2023 9:00 AM	Heard		Watch
SB226	Revises provisions governing public works. (BDR 28-494)	Senator Cannizzaro; Assemblyman Yeager	Government Affairs	Senate Committee on Government Affairs 4/14/2023 Upon Call of Chair	Amend, and do pass as amended		Watch
SB228	Revises provisions relating to governmental financial administration. (BDR 23-945)	Buck, Hansen, Stone and Titus	Government Affairs		Failed		Watch
SB242	Revises provisions relating to certain controlled substances. (BDR 40-39)	Senators Nguyen, Doñate, Hansen, Harris and OhrenschaLL; Assemblymen Carter and Marzola	Health and Human Services	Senate Committee on Health and Human Services 4/13/2023 3:30 PM	Amend, and do pass as amended		Watch
SB247	Revises provisions relating to regional planning. (BDR 22-684)	Committee on Government Affairs	Government Affairs	Assembly Committee on Government Affairs 5/2/2023 9:00 AM	Heard		Watch
SB258	Revises provisions relating to water. (BDR 48-889)	OhrenschaLL	Natural Resources	Assembly Committee on Natural Resources 4/26/2023 4:00 PM	Heard		Watch
SB261	Revises provisions relating to local governments. (BDR 19-793)	Neal	Government Affairs	Assembly Committee on Government Affairs 4/28/2023 9:00 AM	Heard		Watch
SB272	Revises provisions relating to governmental administration. (BDR 27-876)	Spearman, Doñate, Daly, Dondero Loop, Harris, Lange, Nguyen and Pazina	Government Affairs	Assembly Committee on Government Affairs 5/3/2023 9:00 AM	Heard		Watch
SB301	Revises provisions governing public works. (BDR 28-967)	Senators Lange, Doñate, Spearman, Daly, Flores, Harris, Neal, Nguyen, OhrenschaLL, Pazina and Scheible; Assemblywoman Gorelow	Government Affairs	Senate Committee on Government Affairs 4/14/2023 Upon Call of Chair	Amend, and do pass as amended		Watch
SB334	Revises provisions relating to renewable energy. (BDR 58-30)	Spearman, Krasner, Hammond, Pazina, Stone and Hansen	Growth and Infrastructure	Senate Committee on Growth and Infrastructure 4/12/2023 3:30 PM	Amend, and do pass as amended		Watch

SB353	Revises provisions governing energy efficiency and conservation programs. (BDR 58-558)	Razina	Growth and Infrastructure		Failed		Watch
SB398	Revises provisions relating to unmanned aerial vehicles. (BDR 44-14)	Spearman, Seevers Gansert and Stone	Growth and Infrastructure		Failed		Watch
SB427	Revises provisions relating to occupational safety and health. (BDR 53-682)	Committee on Government Affairs	Commerce and Labor	Senate Committee on Commerce and Labor 4/13/2023 8:00 AM	Amend, and do pass as amended		Watch
SB433	Revises provisions relating to prevailing wages. (BDR 28-541)	Daly	Government Affairs	Assembly Committee on Government Affairs 5/9/2023 8:00 AM	Heard		Watch
SB434	Revises provisions related to public retirement systems. (BDR 23-16)	Neal	Government Affairs	Senate Committee on Government Affairs 4/14/2023 Upon Call of Chair	Amend, and do pass as amended		Watch
SJR1	Proposes to amend the Nevada Constitution to revise provisions relating to elections involving incumbent justices or judges who are unopposed. (BDR C-515)	Titus	Legislative Operations and Elections		Failed		Watch
SJR3	Urges the United States Bureau of Reclamation to consider certain actions, alternatives and measures for the protection and management of the Colorado River. (BDR R-349)	Committee on Natural Resources	Resolution File	Assembly Committee on Legislative Operations and Elections 5/4/2023 4:00 PM	Amend, and do pass as amended		Watch
SJR4	Urges the Federal Government to use Yucca Mountain for the development and storage of renewable energy. (BDR R-888)	Ohrenschall	Natural Resources	Senate Committee on Natural Resources 3/30/2023 3:30 PM	Heard, No Action		Watch



## STAFF REPORT

**TO:** Board of Directors  
**FROM:** John R. Zimmerman, General Manager  
**DATE:** May 11, 2023  
**SUBJECT:** **General Manager's Report**

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Attached please find the written reports from the Management team including the Operations Report (*Attachment A*), the Water Resource and the Annexation Activity Report (*Attachment B*), and the Customer Services Report (*Attachment C*).

Included in your agenda packet are news clippings from April 8, 2023 through May 10, 2023.

TMWA had another successful Smart About Water Day on Saturday, May 6<sup>th</sup>. We had 37 employees and 13 partner agencies (listed below) on hand to meet with and answer questions from over 215 members of the community. Community members also attended TMWA's presentations on water supply, watershed protection, Orr Ditch Hydro project, and A+ Water project at American Flat. Thank you to everyone who made it such a great event.

### **PARTNER AGENCIES:**

- Desert Research Institute
- Envirolution
- Keep Truckee Meadows Beautiful
- National Forest Foundation
- Nevada Department of Transportation, Stormwater Section
- Nevada Water Innovation Institute
- One Truckee River
- Regional Stormwater Committee
- The Nature Conservancy
- Truckee Meadows Regional Planning Agency
- Truckee Meadows Water Reclamation Facility
- UNR Cooperative Extension
- Western Regional Water Commission



## STAFF REPORT

**TO:** Board of Directors  
**THRU:** John R. Zimmerman, General Manager  
**FROM:** John Enloe, Director Natural Resources  
**BY:** Bill Hauck, Water Supply Supervisor  
**DATE:** May 5, 2023  
**SUBJECT:** **May 2023 Water Operations Report**

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### SUMMARY

- The water supply outlook for our region is excellent
- Snowpack is currently >300% of median
- Seasonal runoff is projected to be more than 250% of median
- Lake Tahoe will make a significant recovery this year and come very close to filling
- All other reservoirs on the Truckee system are projected to completely fill in 2023
- Normal river flows can be expected for the next two to three years as a result
- Lake Tahoe storage is currently @ 49% of capacity (3.01 feet above the rim)
- Total combined Truckee River reservoir storage is ~56% of capacity
- TMWA's upstream reserve storage is also in great shape between Donner and Independence reservoirs, and water stored under the terms of TROA (~36,000 AF)
- Customer demand averaged 84 MGD last week
- Estimated hydroelectric generation for April is 3,880 MWh, with a revenue of \$294,530

### **(A) Water Supply**

- **River Flows** - Truckee River discharge at the CA/NV state line was about 2,600 cubic feet per second (CFS) this morning. This is above normal for this time of the year, as the 114-year median flow for this day at Farad is 1,280 CFS.
- **Reservoir Storage** - Overall Truckee River reservoir storage is ~56% of capacity. The elevation of Lake Tahoe is 6226.01 feet (3.01' above the rim). Storage values for each reservoir as of May 4<sup>th</sup> are as follows:

<b>Reservoir</b>	<b>Current Storage (Acre-Feet)</b>	<b>% Capacity (Percent)</b>
Tahoe	366,000	49%
Boca	32,309	79%
Stampede	162,673	72%
Prosser	10,001	34%
Donner	5,283	56%
Independence	15,852	91%

In addition to the 21,135 acre-feet of storage between Donner and Independence reservoirs, TMWA also has about 14,705 acre-feet of water stored between Stampede and Boca reservoirs under the terms of TROA. TMWA’s total combined upstream reservoir storage as of this writing is 35,840 acre-feet.

- **Snowpack** - This was a massive snowpack year for the Sierra Nevada. 2023 was the largest in recorded history in terms of water content of the snowpack on April 1<sup>st</sup> in both the Lake Tahoe and Truckee River basins. The Official April 1<sup>st</sup> measurements for Lake Tahoe Basin snowpack came in at 242% of median, and 218% of median for the Truckee River Basin. So far this spring, we haven’t had an extended warm-up, so the upper elevation snowpack is still holding strong through the first week of May. Snowpack in the Tahoe Basin was 316% of median, and 312% of median in the Truckee River Basin this morning. Many snow measurement sites won’t melt out completely until mid-summer.
- **Runoff** - Streamflow forecasts for April through July are more than twice median. Lake Tahoe projected rise (July-high) is forecasted at 3.4 feet (293% of median). And the Truckee River at Farad (CA/NV state line) is forecasted at 280% of median and 630 thousand acre-feet (630 KAF). River flows at the CA/NV state line and through Reno and Sparks will be exceptionally high this spring and through the early summer months.
- **Outlook** - The regional water supply is expected to be in excellent shape as we head into the summer months, with a nearly full Lake Tahoe and full upstream reservoirs in the Truckee Basin. A significant portion of this storage will be carried over into next winter providing a cushion should a drier year occur this next time around. Normal Truckee River flows can be expected for the next two to three years with full upstream reservoirs. The elevation of Lake Tahoe is expected to rise another two and half (2 ½) feet or so before peaking in late July. This means the lake will end up being 90+ percent full, which is great news considering that it started the water year almost a half-foot below the rim. 2023 will go down in the books as being a remarkable recovery year for the Lake. And with all the other reservoirs on the Truckee River system expected to fill completely in the coming months, the water supply outlook for the region couldn’t be much better.

**(B) Water Production**

- **Demand** - Winter is over and spring is in full swing. TMWA’s customer demand averaged eighty-four (84) million gallons per day (MGD) through the last week of April. Surface water made up 93% of the supply, and groundwater pumping the other 7%.

**(C) Hydro Production**

**Generation** - The average flow in the Truckee River at Farad (CA/NV state line) for the month of April was 1,751 CFS. Both the Fleish, and Verdi hydroelectric plants were on-line all month and available 100% of the time. The Washoe hydroelectric plant, which was taken off-line in November was able to be brought back into service on April 18<sup>th</sup>, running the last 13 days of the month.

Statistics and estimated generation for the month as follows:

<b>Plant</b>	<b>Generation Days</b>	<b>% Availability</b>	<b>Generation (Megawatt Hours)</b>	<b>Revenue (Dollars)</b>	<b>Revenue (Dollars/Day)</b>
Fleish	30	100%	1,721	\$131,089	\$4,370
Verdi	30	100%	1,554	\$117,311	\$3,910
Washoe	13	N/A	605	\$46,130	\$3,548
<b>Totals</b>	<b>73</b>	<b>-</b>	<b>3,880</b>	<b>\$294,530</b>	<b>\$11,828</b>





## STAFF REPORT

**TO:** Chairman and Board Members  
**THRU:** John R. Zimmerman, General Manager  
**FROM:** John Enloe, Director Natural Resources  
**BY:** David Nelson, Water Rights Coordinator II  
Amanda Duncan, Land Agent  
**DATE:** May 11, 2023  
**SUBJECT:** **Water Resources and Annexation Activity Report**

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### **RULE 7**

Rule 7 water resource purchases and will-serve commitment sales against purchased water resources through this reporting period:

Beginning Balance		2,956.05 AF
Purchases of water rights	0.00 AF	
Refunds	0.00 AF	
Sales	-5.25 AF	
Adjustments	0.00 AF	
Ending Balance		2,950.80 AF

Price per acre foot at report date: \$7,900

### **FISH SPRINGS RANCH, LLC GROUNDWATER RESOURCES**

Through the merger of Washoe County's water utility, TMWA assumed a Water Banking and Trust Agreement with Fish Springs Ranch, LLC, a subsidiary of Vidler. Under the Agreement, TMWA holds record title to the groundwater rights for the benefit of Fish Springs. Fish Springs may sell and assign its interest in these groundwater rights to third parties for dedication to TMWA for a will-serve commitment in Areas where TMWA can deliver groundwater from the Fish Springs groundwater basin. Currently, TMWA can deliver Fish Springs groundwater to Area 10 only (Stead-Silver Lake-Lemmon Valley). The following is a summary of Fish Springs' resources.

Beginning Balance		7,434.13 AF
Committed water rights	- 21.31 AF	
Ending Balance		7,412.82 AF

Price per acre foot at report date: \$45,753.75 (SFR and MFR); \$39,690 (for all other services)<sup>1</sup>

**WATER SERVICE AREA ANNEXATIONS**

Since the date of the last report, there have been no annexations into TMWA's service area.

**INTERRUPTIBLE LARGE VOLUME NON-POTABLE SERVICE**

No new ILVNPS customers have been added during this reporting period.

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<sup>1</sup> Price reflects avoided cost of Truckee River water right related fees and TMWA Supply & Treatment WSF charge.



## STAFF REPORT

**TO:** Board of Directors  
**THRU:** John R. Zimmerman, General Manager  
**FROM:** Marci Westlake, Manager Customer Service  
**DATE:** May 18, 2023  
**SUBJECT:** April Customer Service Report

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The following is a summary of Customer Service activity for April 2023

### Ombudsman

- A customer signed up for statements online and did not like the number of emails he was receiving and wanted his information to be removed. TMWA removed his information and have not heard back from him.
- Customer requested help in finding their private water shut off, not a service we would normally provide but an insert slipped through that stated we would. We sent someone out and they were able to help the customer.

### Communications - Public Outreach - April

- Chuck Swegles had several Irrigation System Startup Workshops on April 5, 12, & 19. A total of 19 people attended.
- Danny Rotter and Kara Steeland had a TMWA Overview and Future Planning presentation for Dermody Properties and 12 people attended.

### Conservation (2023 Calendar year)

- 346 Water Usage Reviews
- 107 Water Watcher Contacts

### Customer Calls – April

- 6,284 phone calls handled.
- Average handling time 5 minutes 5 seconds per call.
- Average speed of answer 19 seconds per call.

**Billing – April**

- 136,114 bills issued.
- 39,697 customers (29%) have signed up for paperless billing to date.

**Remittance – April**

- 13,872 Mailed-in payments.
- 22,640 Electronic payments
- 46,812 Payments via AutoPay (EFT)
- 15,027 One-time bank account payments
- 101 Store payments
- 635 Pay by Text
- 4,106 IVR Payments
- 1,087 Reno office Payments
- 24 Kiosk Payments

**Collections – April**

- 13,228 accounts received a late charge.
- 2,606 mailed delinquent notices, 0.01% of accounts.
- 699 accounts eligible for disconnect.
- 590 accounts were disconnected. (Including accounts that had been disconnected-for-non-payment that presented NSF checks for their reconnection).
- 0.21 % write-off to revenue.

**Meter Statistics – Fiscal Year to Date**

- 5,961 Meter exchanges completed.
- 1,430 New business meter sets completed.