RESOLUTION NO. 2026-43

OF THE BOARD OF DIRECTORS OF THE NEVADA IRRIGATION DISTRICT

ESTABLISHING BENEFITS AND COMPENSATION PLANS, AND AUTHORIZING CHANGES IN WAGES, HOURS, AND TERMS AND CONDITIONS OF EMPLOYMENT FOR UNREPRESENTED EMPLOYEES

WHEREAS, Nevada Irrigation District (hereafter "NID") desires to establish a set of policy documents to confirm and/or change wages, hours and terms and conditions of employment for unrepresented employees; and

WHEREAS, the current wages, hours, and terms and conditions of employment for unrepresented employees are defined by a Benefits and Compensation Plan – Wages, Hours, and Terms and Conditions of Employment for Unrepresented Employees (Plan); and were adopted by Resolution No. 2024-50; and

WHEREAS, the 2024-2026 Plan was to have a term expiring on December 31, 2026, and in accordance with its terms has been continued in force and effect; and

WHEREAS, prior to the expiration of the Plan, the wages, hours, and terms and conditions of employment for unrepresented employees should be defined by policy documents, including Benefits and Compensation Plans and various personnel policies; and

WHEREAS, the Board of Directors has authorized and approved the establishment of a separate Benefits and Compensation Plan for Unrepresented Employees, and has directed that the documents be prepared incorporating certain benefits and compensation; and

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

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

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

1. That the Benefits and Compensation Plan for Unrepresented Employees, as shown on Attachment A, and all attachments thereto are hereby approved.

2. That the General Manager is hereby authorized and directed to implement the wages, hours, and terms and conditions of employment for unrepresented employees as described in Attachment A.

BE IT FURTHER RESOLVED that the General Manager is hereby authorized to finalize and execute the Benefits and Compensation Plan for Unrepresented Employees with all necessary exhibits, as a successor Benefits and Compensation Plan for Unrepresented Employees, to be effective December 28, 2026.

* * * * *

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

AYES:	Directors:	Johansen, Stephens, Heck, Fowler, Bierwagen
NOES:	Directors:	None
ABSENT:	Directors:	None
ABSTAINS:	Directors:	None

Chris Bierwagen
President of the Board of Directors

Attest:

Kres Stepanian
Secretary to the Board of Directors

Nevada Irrigation District

Benefits and Compensation Plan

for

Unrepresented Employees

NID

December 28, 2026 – December 31, 2027

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Preamble

This benefits and compensation plan applies to employees in classifications listed in Appendix "A" Classifications.

Article 1 - Probationary Period

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

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

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

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

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

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

Article 2 - Wages

2.1. Salary Schedule

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

2.2. Step Advancement

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

2.3. Salary Increases

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

2.4. Temporary Upgrade Pay

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

2.5. Supervisor Premium

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

2.6. Out of Class Pay

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

2.7. Call-Back Pay

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

2.8. Remote Pay

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

Article 3 - Performance Evaluations

3.1. Evaluations

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

3.2. Form of Evaluation

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

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

3.3. Ratings of Less Than Standards

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

3.4. Employee Response to Evaluation

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

Article 4 - Sick Leave

4.1. Accrual

Full-time employees accrue 3.69 hours of sick leave per pay period. Part-time employees accrue sick leave on a pro-rata basis according to their full-time equivalency.

4.2. Integration of Benefits

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

4.3. Payout Upon Separation

Upon voluntary termination, retirement, or death of an employee, an amount equal to fifty percent (50%) of accumulated sick leave will be paid to the employee or the estate of said employee. At the discretion of the employee or the estate of the employee, the accumulated sick leave may be paid in a single lump sum or may be deferred as deferred

earnings at the rate of earnings in effect at the time of death, retirement, or voluntary termination. The District does not pay the employee for any unused accrued sick leave upon the termination of an employee for cause.

Article 5 - Holidays

5.1. Holidays Observed

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

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

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

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

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

7.2. Observed Holidays for classifications scheduled Monday through Friday:

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

Article 6 - Jury Duty

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

Article 7 - Bereavement Leave

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

Article 8 - Miscellaneous

8.1. Outside Employment

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

8.2. Boot Reimbursement

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

Article 9 - CalPERS Retirement

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

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

Employees hired after May 9, 2012, and before January 1, 2013, and employees hired after December 31, 2012, with reciprocity recognized under CalPERS: These employees receive the two percent (2%) at age fifty-five (55) retirement formula with the three (3) year final average compensation period, as defined by CalPERS in Government Code Section 20037. These employees pay one hundred percent (100%) of their seven percent (7%) employee member contribution on a pre-tax basis. Employees hired after December 31, 2012, without reciprocity recognized under CalPERS: These employees receive the two percent (2%) at age sixty-two (62) retirement formula with the three (3) year final average compensation period, as defined by CalPERS in Government Code Section 20037. These employees pay one half the total normal cost as determined annually by CalPERS on a pre-tax basis.

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

- Standard Non-Industrial Disability – Improved
- 1959 Survivor Benefit Level Three (3)
- Post-Retirement Death Benefits Two Thousand ($2,000.00) Lump Sum

- Two percent (2%) retiree COLA

Article 10 - Vacation

10.1. Accrual

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

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

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

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

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

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

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

Article 11 - Insurance for Retirees

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

Employees Hired after May 9, 2012, and before January 1, 2022: Employees who were hired after May 9, 2012, and before January 1, 2022, and retire from the District (either a disability or service retirement) after completing at least ten (10) years of service are

eligible to receive reimbursement up to twenty-five percent (25%) of the cost of the employee only premium for the PERS Gold Region 1 premium, minus the minimum contribution paid directly to CalPERS. Eligible employees will receive an additional two-point five percent (2.5%) for each year of service more than ten (10) years and up to twenty (20) years.

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

Article 12 - Insurances

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

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

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

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

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

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

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

Note 5: The total benefit is $2,960.46 plus 100% of the dental premium.

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

12.1. Medical-in-Lieu

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

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

12.2. Basic Life Insurance

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

12.3. Supplemental Life Insurance

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

12.4. 457 Deferred Compensation Plan

The District provides a 457 Deferred Compensation Plan.

12.5. Dental Plan

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

12.6. Vision Plan

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

12.7. IRS 125 Flexible Spending Accounts

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

12.8. IRS 125 Dependent Care Spending Plan

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

12.9. Employee Assistance Program

The District provides employees with an Employee Assistance Program.

12.10. Part-Time Employees

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

12.11. Disability Insurance

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

12.12. Air Ambulance

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

Article 13 - Hours and Overtime

13.1. Standard Workweek Definition

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

13.2. Rest Periods

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

13.3. Alternative Schedules

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

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

13.4. Overtime

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

13.5. CTO

Employees may accrue a one-time maximum of thirty (30) hours of CTO. Employees may cash out CTO by submitting a request to payroll ten (10) days in advance. Payment will be on the employee's next regularly scheduled paycheck. The District will cash out CTO annually on the final paycheck of the year. Upon separation, CTO will be paid out at the employee's current regular rate of pay or the average of the final three (3) years, whichever is greater.

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

13.6. Exempt Employees

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

Controller
Environmental Resources Administrator
Hydroelectric Compliance Administrator
Hydroelectric Compliance Analyst
Information Technology Administrator
Project Manager
Senior Engineer (Registered) – Dam Safety
Senior Information Technology Analyst

13.7. Administrative Leave

Exempt employees accrue eighty (80) hours of administrative leave annually in the first pay period of the year. Employees who become eligible for administrative leave at any point after the first pay period of the year will receive their administrative leave hours on a pro-rata basis. Unused accrued administrative leave is cashed out annually on the final paycheck of the year. Upon separation employees will be paid for unused accrued administrative leave.

13.8. Flextime

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

13.10 Certification / Degree Pay Differential

Additional compensation of additional $75/month for certification(s) received after January 1, 2022 above and beyond position minimums from accredited institutions, and which benefit the employee's knowledge to the betterment of the District, and is in line with existing classifications, and is agreed to in advance by employee and supervisor with approval of the General Manager

Article 14 - Layoffs and Bumping Rights

14.1. Policy

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

14.2. Notice

Employees affected by a layoff will be given at least two (2) weeks prior notice.

14.3. Seniority Defined

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

14.4. Ties in Seniority

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

14.5. Order of Layoff

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

14.6. Layoff or Displacement Options

An employee notified of layoff has the following options:

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

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

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

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

14.7.Reinstatement List

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

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

Article 15 - Term

This Agreement is effective December 28, 2026, through December 31, 2027.

APPENDIX A CLASSIFICATIONS

Accountant I/II
Budget Analyst
Communications Specialist I/II
Controller
Environmental Resources Administrator
Environmental Resources Technician I/II
Human Resources Representative I/II
Hydroelectric Compliance Administrator
Hydroelectric Compliance Analyst
Information Technology Administrator
Information Technology Analyst
Information Technology Technician
Payroll Technician
Project Manager
Records Management Assistant
Safety Analyst I/II
Senior Communications Specialist
Senior Engineer (Registered) – Dam Safety
Senior Finance Assistant
Senior Information Technology Analyst