



**CHURCHILL COUNTY COMMISSIONERS
CC COMMUNICATIONS MANAGEMENT
CHURCHILL COUNTY, NEVADA**

899 South Maine Street
Mailing Address PO Box 1390
Fallon, Nevada 89407
(775) 423-7171 Ext. 1215
Fax: (775) 423-0317

Contact Person: Shelly Bunyard, Administrative Assistant
E-mail: shelly.bunyard@cccomm.co

******NOTICE OF PUBLIC MEETING******

AGENDA
PLEASE POST

******NOTE CHANGE IN LOCATION******

PLACE OF MEETING: Churchill County Administrative Building
155 North Taylor Street
SUITE 102,
Fallon, Nevada

DATE & TIME: June 6, 2024 at 1:45 PM

TYPE OF MEETING: Regularly Scheduled CC Communications Management Meeting

If you wish to make public comment, you may provide them at the meeting or via email, no later than 4:30 PM the day before the meeting, to shelly.bunyard@cccomm.co.

Notes:

- I. These meetings are subject to the provisions of Nevada Open Meeting Law (NRS Chapter 241). Except as otherwise provided for by law, these meetings are open and public.***
- II. Action will be taken on all Agenda items, unless otherwise noted.***
- III. The Agenda is a tentative schedule. The CC Communications Management Board may act upon Agenda items in a different order than is stated in this notice – so as to affect the people’s business in the most efficient manner possible.***
- IV. In the interest of time, the CC Communications Management Board reserves the right***

- to impose uniform time limits upon matters devoted to public comment.*
- V. Any statement made by a member of the CC Communications Management Board during the public meeting is absolutely privileged.**
- VI. All persons participating in the meetings are put on notice that an audio and video recording is made of these meetings.**

AGENDA:

- 1. Call to Order.**
- 2. Public Comment.**
- 3. Verification of Posting of Agenda.**
- 4. Consideration and possible action re: Approval of Agenda as submitted or revised.**
- 5. Consideration and possible action re: Approval of Minutes of the meeting held on:**
 - A. April 4, 2024
 - B. April 4, 2024 Closed Session
 - C. April 29, 2024 Budget Workshop
 - D. May 2, 2024
- 6. New Business.**
 - A. Consideration and possible action re: Ratification of Collective Bargaining Agreement
 - B. Consideration and possible action re: update to the CC Communications Scholarship Policy
 - C. Consideration and possible action re: Alignment of employees not covered by the Collective Bargaining Agreement with new terms of the Collective Bargaining Agreement.
- 7. Reports: General Manager Report.**
- 8. Affidavit of Posting:**
- 9. Public Comment.**
- 10. Adjournment.**

STATE OF NEVADA)
 : ss.
 County of Churchill)

I, Shelly Bunyard, Administrative Assistant, do hereby affirm that I posted, or caused to be posted, a copy of this notice of public meeting, on or before the 31st day of May, 2024 between the hours of 1 pm and 5 pm., at the following locations in Churchill County, Nevada:

1. Churchill County Administration Building, 155 N. Taylor St., Fallon, NV;
2. The CC Communications Website @ www.cccomm.info;
3. The State of Nevada Website @ <https://notice.nv.gov/>.



Shelly Bunyard, Administrative Assistant

Shelly Bunyard, Administrative Assistant, who was subscribed and sworn to before me this May 31, 2024



Pamela D. Moore, Deputy Clerk to the Board

Endnotes:

Disclosures:

**CC Communications is an equal opportunity provider and employer.*

Accommodations/Nondiscrimination:

**Notice to Persons with Disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the CC Communications Executive Office in writing at P.O. Box 1390, Fallon, NV 89407 (Attn: Shelly Bunyard), or by calling 775-423-7171 ext. 1215 at least two days in advance.*

**In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies or complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible agency [(775)423-4092] or USDA's TARGET Center at (202)720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800)877-8339. Additionally, program information may be available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at: http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter*

addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the Complaint Form, call (866)632-9992. Submit your completed form or letter to USDA by:

1. Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
2. Fax: (202)690-7442; or
3. Email: program.intake@usda.gov.

Procedures:

**The public meetings may be conducted according to rules of parliamentary procedure.*

**Persons providing public comment will be asked to state their name for the record.*

**The CC Communications Management Board reserves the right to restrict participation by persons in the public meeting where the conduct of such persons is willfully disruptive to the people's business.*

**All supporting materials for this Agenda, previous Agendas, or Minutes are available by requesting a copy from the CC Communications Office, 775-423-7171 ext. 1215. During the meeting, there will be one copy available for public inspection. Additional copies are available by making the request from the CC Communications Office. You are entitled to one copy of the supporting materials free of charge.*

MINUTES OF THE CC COMMUNICATIONS MANAGEMENT

**155 N. Taylor St., Fallon, NV 89406
April 4, 2024**

Call to Order:

The regular meeting of the CC Communications was called to order at 1:45 PM on April 4, 2024.

PRESENT: Commissioner Myles Getto
Commissioner Harry Scharmann
Commissioner Justin Heath
General Manager Mark Feest
Chief Financial Officer Jamie Hyde
Billing & Collection/Customer Service Supervisor Shonda Standen
Administrative Assistant Shelly Bunyard

ABSENT:

Public Comment:

Chairman Myles Getto asked if there was any public comment but there was none.

Verification of Posting of Agenda:

It was verified by Shelly Bunyard, Administrative Assistant, that the Agenda for this meeting was posted on the 29th day of March, 2024 between the hours of 1 pm and 5 pm at all of the locations listed on the Agenda, in accordance with NRS 241.

Consideration and possible action re: Approval of Agenda as submitted or revised:

Commissioner Justin Heath made a motion to approve the Agenda as submitted. Commissioner Harry Scharmann seconded the motion, which carried by unanimous vote.

Consideration and possible action re: Approval of Minutes of the meeting held on:

A- March 7, 2024

Commissioner Harry Scharmann made a motion to approve the Minutes of the meeting held on March 7, 2024 as submitted. Commissioner Justin Heath seconded the motion, which carried by unanimous vote.

B- March 7, 2024 Closed Session

Commissioner Harry Scharmann made a motion to approve the Closed Session Minutes of the meeting held on March 7, 2024 as submitted. Commissioner Justin Heath seconded the motion, which carried by unanimous vote.

New Business:

A- Consideration and possible action re: CC Communications 4th Quarter Write Offs for FY 2022/2023 in the amount of \$5,866.80

Shonda Standen, CC Communications. I am requesting approval for our 4th Quarter FY 2022/2023 charge offs, in the amount of \$5,866.80. Are there any questions, I can answer?

Chairman Myles Getto asked if there was any public comment but there was none.

Commissioner Justin Heath made a motion to approve the CC Communications 4th Quarter Write Offs for FY 2022/2023. Commissioner Harry Scharmann seconded the motion, which carried by unanimous vote.

B- Consideration and possible action re: notification processes when internet and/or phone outages occur.

Mark Feest, CC Communications. I don't believe there is a need for a formal motion. I am really looking for feedback. After the previous meeting, we had a discussion about the notification procedure and how information appears on Facebook and how we address that. We recognized this before, that we do have a small issue with effectively communicating when there is an outage. Especially with some of the social media platforms, where other people are initiating a discussion of the outage. We had a meeting to come up with an action plan for updating our process that we maintain in Sharepoint, that our duty supervisor reviews. We looked at how we respond on social media. We are still working on this, but this is what we have come up with so far. We thought this is a good time to get some feedback either as a customer or as a commissioner.

We have broken this down to three areas which is:

1. Delivery Mode,
2. How we are going to communicate to the customers as well as internal communication and
3. Messaging Content.

We found the internal communication between our overflow and after hour support, our internal employees and our employees who are out in the field. Our field employees sometimes get asked a question they end up having to answer off the cuff. We are looking into also at how we are communicating internally to make sure we have a unified message.

We are looking at how we are communicating on Facebook. We have our own Facebook page as well as follow the Fallon 411 Facebook page. We have reached out to the administrator of Fallon 411 and they have agreed to pin our network issue notifications to the top of their page so our message doesn't get buried in a thread. The current direction now, is to pin the notification to the top as well as respond to a thread the first time. In both cases those were linked to our Facebook page which then links back to our web page. On our website page there will be a permanent network status tab. This will have a message such as "We're investigating the issue" or whatever message we are putting on Fallon 411 and on our Facebook page. We are working on the underlying processes for this of who takes care of these notifications to make sure it stays coordinated. We will also update the Elko Facebook Community page which is similar to the Fallon 411 page.

We are also working with the Emergency Alert system to send out a text that is similar to an amber alert. That is only in the case where an issue is impacting 911. We had an employee who was working in Elko when Frontier had a 911 outage. The outage came out over everyone's cell phones that there was a 911 outage. We trying to figure out how to get that integrated here.

IVR is when you call in and get a pre-recorded message. The person responsible for posting notifications on social media will also be in charge of making sure the IVR has the exact same message.

We will also have an email to designated customers such as Sheriff's Office, County, City, NAS Fallon and some other internal customers and purchase certain types of services. We currently notify some of those already, but we will make sure that list is completed and routinely reviewed.

NRTC is the after hours and overflow call support and an internal MOP is what is sent to our employees. When we started meeting about this, I found out the MOP email doesn't go out to all of the employees. The Field Techs don't receive the MOP email because Field Techs were not considered to be receiving inbound calls. We found what happens is when they are out in the field and if a customer asks them about an outage they will not know the correct message. We will also be texting the Field Techs to make sure they receive the message as they don't always check their emails regularly.

The 2nd part to this is the Trigger. What triggers that notice? What is the timing for follow-up notices if there is an extended outage?

Social Media Posts – Any time we see a social media post that asserts we have an issue, that will trigger a messaging and all of the items above in delivery mode.

A known Issue for 10 or more customers related to the same network element would trigger a messaging notice. There is a timing on the notice, which is 15 minutes to notice that we are investigating suspected issues potentially impacting a service type and location. From a network perspective, our fiber goes out from our central office and goes to a cabinet for example, that is on Coleman and Venturacci. If there was a fiber cut in between our central office and that cabinet or in the cabinet there is a temperature in the cabinet where a blade is not working, we see that in an alarm internally. That is an example of message trigger to send out a message stating service is potentially impacting service to those in that specific area.

Fifteen minutes within seeing an issue or being alerted there is an issue, we will have of those notifications under delivery mode posted, so that customers will receive that information. A half hour after that fifteen minutes we will send an update. After that every 2 hours between 7:00 a.m. and 8:00 p.m., there will be an update. After every 4 hours with a no change will require further explanation from manager. For example, in the first fifteen minutes we are investigating a suspected issue and by a half hour hopefully we have identified where that issue is impacting and exactly what kind of service it is impacting. After 2 hours, if the issue isn't resolved we will send out a notification stating the issue is ongoing resolution. If there are four consecutive 2 hours notifications stating ongoing resolution, then it will require that another employee to be involved to approve language in further detail. For example, we have identified as an upstream provider in the area of Fernley and they are working to resolve a fiber cut. Some additional information will be required at that point to make sure customers know that we haven't ignored the problem. We have a 7:00 a.m., post and a 8:00 p.m., post, to update exactly what has happened overnight. If it's 8:00 p.m., we will put up a post, saying how we are working on the

issue and of course there will be a post when there is a resolution. The Duty Sup is responsible for these posts, except for the four no change post. After that, someone above the Duty Supervisor will have to come up with the language on a case by case basis.

We have come up with some canned language for our messaging content. For example, that first fifteen minute post will say, our ongoing network monitoring indicates that there may be a network issue impacting an unknown number of customers. We are investigating now and then when information is available we will add additional canned information. This language would be pulled from a check box, for example: it is internet; it is VoIP and etc. Often times, we find out early if it's on our network or off our network, which is information that can be grabbed as canned language to notify customers. If it's off our network, we can say we are working up stream and have opened a ticket with them. The various canned languages can be grabbed by the Duty Supervisor when making a post notification.

We are looking into all the canned language that addresses the what type of service; why; the cause known and to where the general location is or if it's isolated to certain systems; and eta., of when the issue started and our estimated time to repair the issue. The phone by type is VoIP or not VoIP, internet, if 911 is impacted, TV, etc. Then we will use language as to what equipment is either degraded or if it's completely down.

We have noticed that once you make that notice, there ends up being confusion. Is it related to that network issue or do I have a one off issue. We had a customer who went two weeks without service, because that thought it was related to a network issue. The network issue had been resolved but the customer thought their outage was part of that issue. That messaging is important when we are talking about if it's degraded service or is it completely out. If your service is completely out and it should be just degraded, then you should probably call in a trouble ticket. As I noted, every four no change updates, requires further explanation by a manager. It will be just more canned language. We are really trying to make sure we can get those messages up quick and that they are tailored.

After our second meeting about this, we had a DAX card go out. A DAX card is an old piece of equipment that is scheduled to be taken out by the December 31, 2025. The DAX is how we exchange traffic with AT&T. When the card went out, the message went out very quickly on Facebook and on Fallon 411. The message said it was a circuit issue. Some people might take that as internet and some people might have no idea what a circuit is. We have already learned a little about trying to make sure the language is tailored. It did not impact internet at all, it was only calls that were exchanged with AT&T because that was the connection that was broken. It only took about 30 minutes to change out the part.

We're looking for any comments or suggestions more specifically regarding time intervals. Do you think those notification time interval updates are reasonable? Is there something you've seen as a user or heard from people that want to hear something different than what we've come up with. Modes of notification delivery are on our Facebook page, Website, Fallon 411 Facebook page, Elko Community Facebook page and through inbound calls.

Commissioner Justin Heath. This looks great. I think what you have here is perfect.

Mark Feest, CC Communications. We started implementing a little bit with the one recent outage. By implementing this, we will also learn where our short comings are. I just wanted to give you an update on this. It's something we recognize that we have not been doing a good job at. Some of it is balancing over messaging, especially when some of these seem to spiral downward. Somebody had a good idea to reach out to Fallon 411. Fallon 411 immediately agree and will pin the notification to the top of the page. I think that will be really helpful. When we implemented this and had our notification pinned at the top of Fallon 411's page, we didn't get this long thread of comments afterwards and the issue was resolved quickly.

Chairman Myles Getto asked if there was any public comment but there was none.
Informational Only

C- Consideration and possible action re: Collective Bargaining Agreement (CBA) with Communications Workers of America (CWA).

Mark Feest, CC Communications. We will want to go into a closed session first to discuss the results of that negotiation and how it fits with the direction you have provided and then we will come back into option session for the vote.

Commissioner Justin Heath made a motion to move to close session. Commissioner Harry Scharmann seconded the motion, which carried by unanimous vote.

Chairman Myles Getto asked if there was any public comment but there was none.
Commissioner Justin Heath made a motion to approve the Collective Bargaining Agreement (CBA) with Communications Workers of America (CWA). Commissioner Harry Scharmann seconded the motion, which carried by unanimous vote.

Closed Session to Discuss Labor Negotiations Pursuant to N.R.S. 288.220:

Reports: General Manager Report:

1. Switch Upgrade
 - a. March Installation
 - b. April/May migration
 - c. Installation and migration to Telco Bridges
2. Transport Upgrade Phase I & II
 - a. Phase 1 (route between Fallon, TRIC, and Reno) February
 - i. Power Upgrades needed at Switch
 1. April/May
 2. Awaiting Cross Connects at Switch (TRIC)
 3. Then Test fibers
 4. Then Schedule Ribbon Professional Services to be on-site for install and testing acceptance
 - b. Phase 2 (route from North to South) May/June
 - i. Power Upgrades needed at POPS
 1. Two POPS need power worked through with Switch
 - ii. Coordinating Fibers
 1. Call April 11th to work through this issue
 - iii. Coordinating temporary space and power in POPS

- 1. Call April 11th to work through this issue
 - iv. Desire is to have Ribbon professional services roll from phase 1 to phase 2 while they are out on one trip
3. 2024-2025 Budget
- a. CAP
 - i. Elko
 - ii. 4 Tribe Grants
 - iii. SCA Grant construction
 - iv. Storey County
 - b. TEL/Broadband
 - i. Fallon ISP upgrades
 - ii. Fallon Apartments
 - iii. Fallon FTTH
 - c. Created timeline based upon schedule provided by Comptroller
 - d. Continue towards completion on track
4. Grants
- a. NTIA SCA
 - i. Continue on hold due to weather
 - b. Tribal
 - i. YPT Agreements signed
 - 1. EAS in progress
 - 2. 6- month Plan in progress
 - ii. ITCN/Provider construction agreement has been reviewed and commented on by Deputy DA
 - 1. Signed
 - iii. WRPT is in environmental review (not an ITCN project)
 - 1. EAS continues
 - 2. Agreements Signed
 - iv. FPST remains in negotiation for agreements
5. NOC + Services
- i. On-board 6-8 week plan has started
 - 1. ETA April 22nd live

Affidavit of Posting:

Public Comment:

Chairman Myles Getto asked if there was any public comment but there was none.

Adjournment:


The meeting was adjourned at 2:29 p.m.

APPROVED: _____
Myles Getto, Chairman

APPROVED: _____
Harry Scharmann, Vice, Chairman

APPROVED: _____
Justin Heath, Commissioner


Shelly Bunyard, Administrative Assistant



Mark Feest, General Manager/CEO

MINUTES OF THE CC COMMUNICATIONS MANAGEMENT

155 N. Taylor St., Fallon, NV 89406

April 29, 2024

Call to Order:

PRESENT: Commissioner Myles Getto
Commissioner Justin Heath
General Manager Mark Feest
Chief Financial Officer Jamie Hyde
Administrative Assistant Shelly Bunyard

ABSENT: Commissioner Harry Scharmann

Public Comment:

Chairman Myles Getto asked if there was any public comment but there was none.

Verification of Posting of Agenda:

It was verified by Shelly Bunyard, Administrative Assistant, that the Agenda for this meeting was posted on the 23rd day of April, 2024 between the hours of 1 p.m. and 5 p.m. at all of the locations listed on the Agenda, in accordance with NRS 241.

Consideration and possible action re: Approval of Agenda as submitted or revised:

Commissioner Justin Heath made a motion to approve the Agenda as submitted. Commissioner Myles Getto seconded the motion, which carried by unanimous vote.

New Business:

A- Consideration and possible action re: Presentation of the 2024 - 2025 Fiscal Year Budget Workshop

Mark Feest, CC Communications. We are going to go over our budget process; overview of the budget; revenue forecasts; financial overview and capital budget; and our plans and programs. Our budget is broken up into Tel Fund, Broadband Fund, Long Distance Fund and CAP fund. The CAP fund is the revenue and expense outside of Churchill County.

Telephone Access Lines – This is a slide that shows access lines. This slide demonstrates what has happened to the traditional line of business which was Telephone Access Lines. They have been going down now for many years and it is still something that impacts us. The revenues have gone down significantly and continue to go that way. These revenues need to be made up with new products and services being sold in new locations.

TEL Declining Revenues – This slide is a demonstration of declining TEL fund revenues. End User Access is on the top then below that is Local Service, Interstate Access, and Directory. The reason these four revenues are called out here, is because these are areas where we have zero control over those revenues. It's a change in products that customers want as well as a change in regulatory regime. End User Access and Interstate Access are line items where we were getting paid for phone calls that originate off network. For example, AT&T had to pay us because our network is more expensive to put together than AT&Ts. Those revenues have declined from FY

2022 – Budget 2025 is \$1,103,448.00. We have the new revenues going like CAP Fund and CBOL to help make up those Tel revenues that will be going away over a period of time is \$1,103,448.00. Just between last year and this current FY, we have an annualized amount of \$483,397.00 less in these types of revenues. From 2022 to 2025 the amount is \$1,103,448.00 but just in the last year it's \$483,397.00. Between 2023 and 2024 our operating expense less the depreciation, we have an annualized amount of \$516,942.00 increase in expense. The losses that we had from last years Tel Revenue and with the expense increases, we actually just come up with \$1,000,339.00 for the year. We have to make this up in other areas like the CAP revenue. The annualized net income increases in this years CAP fund, it will be \$944,656.00. We almost make up the money, however we did all this work to generate all over \$2 million of new revenue, \$944,000.00 of it being net. We still had \$1 million we had to make up in lost traditional revenues and increased expenses.

2024-2025 Budget Process – We use incremental budgeting that is based on target market characteristics, strategic goals and changes to regulatory regime. The projections in the FY 2025 budget are primarily driven by the continued implementation of CBOL support mechanism, Elko/Spring Creek deployment and the evolution of the communications industry.

Significant Factors Impacting Budget Process Overall – It's the further development of Elko, Spring Creek, Storey County and Tribal Grant opportunities. We project we are getting close to the bottom of traditional Tel revenues declining. We still have to develop the other revenues to off set to increase net income going forward that creates the demand on cash. Continuation of CBOL – We are to the point that most residential customers are no longer having the phone line service. There are not a lot of POTS phone lines left. Finally FTTH Buildout – It is necessary to fully provide CBOL service. To use CBOL, you really have to have a fiber home. We don't have a lot that are not fiber right now. We're currently looking at apartment complexes. The internal wiring on the complexes makes it very difficult provide FTTH to individual units. Copper is basically just daisy chained all through out the building. FTTH you install fiber to the building and then you just go with the internal copper. You can't do that in apartment buildings because of the way they have daisy chained individual units to each other.

Significant Factors Impacting Budget Process from FY 2024-2025 Budget: TEL – Capital requirements for out of area FTTH projects. There is only so much cash that goes to FTTH outside the county that can't be spent inside the county which impacts Tel. We are pretty much done with FTTH, from a conduit and fiber standpoint within the county. We're to the point now, where we are upgrading cabinets to make them better in the future by increasing redundancy and reliability. Other impacts include continued customer preference for CBOL; changes to the Regional long-haul landscape; staffing requirements and moving capital projects from TEL to CBB and CAP and the impact on cash flow.

Mitigation: TEL (1) – We are mitigating the Tel revenues by doing Elko/Spring Creek; continuing to seek grant funded projects and also working on improving how we can be better at messaging across the board to customers. We are also continuing our transition to CBOL and continuing grant opportunities in CAP/outside Churchill County.

Accomplishments (1) – We recently signed the Storey County Agreement. You may have seen in the news that OSIT has announced funding for Storey County. It is for two locations that are government buildings that are not Storey County Buildings. Storey County didn't want to go with the group OSIT selected. There is no funding to go off that path, other than those two locations.

We are in the environmental phase for two of the tribal grants. We are greater than 10% on completing the Spring Creek Association build out. We have surpassed \$2 million in new out of area revenue and \$944,000 of that is net. Again, that takes us back to the million dollars of lost revenue in traditional as well as those increased expenses that have to be offset. We have also completed the initial City of Elko FTTH deployment.

Accomplishments (2) – We are continuing to complete the Transport Gear Phase I. That is all staged and is now awaiting vendor professional services to deploy. Phase I is from Fallon to Tahoe Reno Industrial Center, 200 S. Virginia Street and 220 Gardner. Phase II is Tahoe Reno Industrial Center all the way to Las Vegas. The new gear will provide us with more redundancy, more capacity to sell and the ability to sell new types of services. Currently, we sell layer 2 but there will be other services that can be offered on that route. This is smarter equipment than the equipment we received 10 or so years ago. That equipment has been fully depreciated. The new equipment does monitoring and maintenance troubleshooting. We just had a cut in the fiber. You have to go out and find a place where you think there is good light and put a handheld OTDR on it and it will tell you how many feet away your light stops moving. This monitoring is actually built into this new equipment. You can sit at your desk and see an alarm that says a circuit is down, it will tell you where light is on that circuit and where it died on the circuit. From a trouble shooting stand point, you are probably about an hour ahead at the moment you receive the alarm. It will also provide some redundancy abilities that we currently don't have now. Instead of stacking 10 gig links to the internet, we can put in 100's which will be more efficient for us. Both of those are currently staged and awaiting vendor professional services. We will start on Phase I either on May 13th or 14th, where the vendor will be on site with their team. We hope to roll right into Phase II. Weve had to work on some power issues, because these take more power than existing equipment. When we are running them parallel, we will have a breaker problem at two of the pops between Las Vegas and Reno. We have addressed it with SWITCH and we believe that is resolved. We should be up and running on the new equipment about 6 weeks after Phase I has started.

C15 Upgrade is our switch. It is currently configured, staged and awaiting vendor professional services to deploy. We are using a third party engineering team who is authorized to work on the upgrade without voiding a warranty or anything. First we will move over all the old data from the old switch to the new switch. That is only configuration and migration. Then we will cut over to the actual links. I'm assured this is as simple once everything is configured you can unplug old one and plug in the new one. If the new one isn't working, you can still plug in the old one because the information has been duplicated. We will coordinate with the biggest users, so they will know that's what we're doing in the middle of the night in case it doesn't work exactly like they say it will. The reason we are using a third party engineering vendor, is because they have literally upgraded hundreds of the exact same switches. The actual manufacturer has done less cutovers than this engineering firm. Most people choose to hire this engineering firm

because they already have had a relationship with them. They actually are the ones who have put together the request for proposals.

Accomplishments (3) – We had a desk review of our NTIA BIP Grant. The BIP Grant which is the Spring Creek Association has been going super slow, especially when I say we have just surpassed 10%. We have been at this for a long time. We are the furthest along that anyone else with a BIP Grant. We had a dozen people or more on our desk review because they wanted to see how a desk review would go for when they start to do desk reviews when their provider is ready. We have no findings in our desk review.

We have successfully onboarded initial network elements into JSI NOC + - That is the service where they will be monitoring all elements in our broadband network and working to proactively prevent issues. They will then help us, if there is an issue. All of those elements are being monitored right now. The official go live date is May 1st. Thereafter we will refine processes and procedures to become more proactive in our network management and incident response. Once we are fully monitored by them, the next thing we will do is a network assessment. I forgot to bring little tiny piece that took our network down. We believe there was a microfracture in the fiber. Someone moved it and stopped putting light through. When it was tested, it tested as good. I think the new transport gear would have tested it as bad immediately. We had to get different test equipment, because we still suspected that was the problem. The piece tested bad and it was fixed. I think about 1 to 1.5 hours of time will be eliminated by the new equipment that has those built in tools. JSI will be doing a network assessment and hopefully they will catch something like that. I am surprised that tiny piece took down our entire network. It was past the last point of redundancy where it was at in the network.

We have 71% of our customers currently on CBOL. The last time I reported this we were a little over 50%. The accounting department has deployed new accounting software.

Inflation and Expense Control – We see this a lot in this years budget with a greater increase to expenses than we have seen over many years. It's particularly on the things that everyone is subject to with upward wage pressure, significant inflation specific to key inputs like fuel, labor, microprocessors, fiber and conduit. All of those things are all up in excess of what our CPI says inflation is.

Significant Factors Impacting Budget Process: Broadband – It still continues to be the broadband only plan; transfer of operations to the CAP Fund; staffing requirements; content costs increases in digital TV and competition and downward pricing pressures continue. There is a recent article that the amount of people who are moving to fixed wireless access. That is the ads you see for T-Mobile where they say at home internet. If you're not a power user of home internet, that will work for you. The problem is we have to build our internet service the same with the redundancy and the speed in the latency is the same at everyone's house. One person might pick a gig or 500, but if you pick 25, you have actually built the exactly same to you. That's how fiber works as to the person who wants a gig and is willing to pay more. If you're only willing to pay \$19.99 and going to a fixed wireless access provider who doesn't have to build to the standard to do the gig, it will be cheaper. I don't know how our industry will deal with this but it is a big issue with the downward pricing pressure. In the old days, there was 95%

of people who wanted to buy a phone and they could only buy it from us. Now about 80% want internet and out of the 80% they can buy it from whoever they want. I'd say at least 25-25% of them do not want the standard you built it to. They actually want a really cheap service that will work for them. We have to build it to the same standard to everybody, because that's how fiber works. The downward pricing pressure will continue into the future to be something we will struggle with.

Mitigation: Broadband – We are enhancing the broadband customer experience. We are trying to get more people up on the high packages to show them the value of it. It costs us about the same to serve someone whether they take a small package or big package. We have been reducing trouble ticket labor through remote tools and training. We have been increasing capacity through capital projects. There was a recent article where New York mandated a \$15.00 low income internet. The broadband service provider in the state of New York has to provide a \$15.00 package at 25 MB. You lose a minimum of \$17.00 per month on that customer because you can't build 25 MB. You build to a GB and then soon you'll build to a 2.5, because it will be the electronics of the house. When that becomes a standard, then we will build to a 2.5. The broadband service provider in New York sued and the appellate court allowed the low income internet and made them do it. They haven't done this in Nevada yet but the article said eleven states are looking at that type of statute to mandate a low income package that the company can show they will lose money on. It's a hidden subsidy. When you want to buy a GB, you're paying for that person's \$17.00 shortfall. When 35% of the people want to have a \$17.00 shortfall, you're all paying for it.

CAP Fund – We will continue to develop and maximize those fiber assets outside of Churchill County. The transport gear upgrade will allow us to sell some new and unique services. We will continue to look at those growth opportunities through partnerships and grants.

2023-2024 Annualized Compared to Budget – Telephone – In 2023-2024 to 2024-2025 some of these numbers are expense increases but we do see those expense increases in Tel. One is fully staffed, that is all of the jobs that are available have to be listed in the budget. It doesn't matter if they are currently filled or not. \$258,000 is the budgeted increase in depreciation. The rest of it is those other things we have already seen in inflation and employees.

2023-2024 Annualized – 2024-2025 Budget All Companies – We have budgeted new revenues in CAP which is well in excess of the small delta you see in the amount of \$148,000. Going back to earlier discussion about how you continue to see those certain revenues in Tel go down. We're offsetting them but it's difficult to make traction. This brings us to a net income of \$6,099,013.00 budgeted.

Estimated Income Current Budget Year 2023 – 2024 – Each of these are going back to the three year hiatus, we do not have a profit transfer listed in our budget. I want to make that clear because I don't know what happened in other meetings. The estimated income in the current budget year is \$7,350,581.00. is just annualized of where we are currently.

Net Income Projections Budget Year 2024 2025 – The estimated budget decreases to \$6,099,013.00. It's primarily based on increases in expenses and reduction in traditional Tel revenues.

Revenue by Company Budget Year 2024-2025 – We put this slide in every year. The slide shows the revenue mix Tel is 60%, CAP has grown to 26% and Broadband is 13%. The Tel is a little misleading because a significant amount of Tel revenue is being paid by from Broadband to use Tel facilities. When you have the fiber that goes out, it is owned by Telephone all the way to the customers home. Then NECA and the FCC USAC will tell us how much that will cost per month. The Broadband fund pays the Tel fund. This slide makes Tel look like it's doing a lot more than it really is doing. Its really just being paid for the use of the network.

Capital Planning – It's important to understand the current and future communications environments; the changes in customer preference; impact on cash and reduction in local service and access revenue. That is where the million difference is in Tel along with transition to CBOL and CAF BLS and the competitive environment. In our outcome, we have \$6,965,052.00 in capital expense that is primarily in fiber cable, central office and network core equipment. We continue to focus on broadband projects; capitalize on strategic capabilities and core competencies; improve our ability to offer advanced services and efficiently use USF to reach company goals.

Telephone Capital Budget – The bottom of the slide shows we spent \$1,097,931.00 in 2023 – 2024. We will spend a little more of \$1,389,980.00 in 2024-2025. That is primarily the central office is the increase. Central office are things that allow the interconnection between us and AT&T; us and Syniverse and us and other carriers.

Plans and Programs – We will continue FTTH deployment in outside of county areas for example the Storey County project and finishing up Spring Creek. We will continue to convert customers to CBOL. We are now up to 71% from 50%. We will continue to plan strategically and tactically to meet changing competitive environment. I am really surprised how much the people who want the television service are still hanging on. It doesn't reflect what other companies are seeing. I'm expected to see this date on when it's done as opposed to telling customers we can't do this anymore. As we have discussed, with the content cost increases, we have to transition out during this fiscal year. We will continue to focus on broadband growth opportunities. We will continue to seek improvement in expense control and staff utilization. This is a big part of the JSI NOC Plus, is the ability to use our employees more efficiently. It's a big part of adding those electronics that makes our network more intelligent. It cuts down on truck rolls. On the flip side, the employees have to have a lot of training. JSI NOC Plus will help to bridge us because they deploy and monitor those equipment's for other customers. We will continue to get better about digital marketing and social media.

Summary – Our revenue mix will continue to change and plan to start working more on those business customers. The residential customers are saturated and they seem to start trying to migrate towards the low end packages. We are seeing an increase in bad debt from residential customers. We don't know what the economy holds. Because of the saturation, we need to focus more on business customers. The transport gear is a big part in that because it allows us to sell

additional services. We will continue to focus on FTTH outside of the County. We will the increase in inter-group planning and communications. We will continue to improve expense control and monitor and evaluate cash flows.

Are there any questions?

Informational Only

Affidavit of Posting:

Public Comment:

Chairman Myles Getto asked if there was any public comment but there was none.

Adjournment:

The meeting was adjourned at 11:40 a.m.

APPROVED: _____
Myles Getto, Chairman

APPROVED: ABSENT
Harry Scharmann, Vice, Chairman

APPROVED: _____
Justin Heath, Commissioner


Shelly Bunyard, Administrative Assistant


Mark Feest, General Manager/CEO

MINUTES OF THE CC COMMUNICATIONS MANAGEMENT

**155 N. Taylor St., Fallon, NV 89406
May 2, 2024**

Call to Order:

The regular meeting of the CC Communications was called to order at 1:45 PM on May 2, 2024.

PRESENT: Commissioner Myles Getto
Commissioner Harry Scharmann
Commissioner Justin Heath
General Manager Mark Feest
Chief Financial Officer Jamie Hyde
Billing & Collection/Customer Service Supervisor Shonda Standen
Administrative Assistant Shelly Bunyard

ABSENT:

Public Comment:

Chairman Myles Getto asked if there was any public comment but there was none.

Verification of Posting of Agenda:

It was verified by Shelly Bunyard, Administrative Assistant, that the Agenda for this meeting was posted on the 26th day of April, 2024 between the hours of 1 p.m. and 5 p.m. at all of the locations listed on the Agenda, in accordance with NRS 241.

Consideration and possible action re: Approval of Agenda as submitted or revised:

Commissioner Justin Heath made a motion to approve the Agenda as submitted. Commissioner Harry Scharmann seconded the motion, which carried by unanimous vote.

Consideration and possible action re: Approval of Minutes of the meeting held on:

No minutes were submitted for approval.

New Business:

A- Consideration and possible action re: CC Communications 1st Quarter Write Offs for FY 2023/2024 in the amount of \$5,366.24.

Shonda Standen, CC Communications. I am requesting approval for the 1st Quarter Write Off for 2023-2024 in the amount of \$5,366.24. Do you have any questions I can answer?

Commissioner Myles Getto asked if there was any public comment but there was none.

Commissioner Justin Heath made a motion to approve CC Communications 1st Quarter Write Offs for FY 2023/2024 in the amount of \$5,366.24. Commissioner Harry Scharmann seconded the motion, which carried by unanimous vote.

B- Consideration and possible action re: CC Communications 2nd Quarter Write Offs for FY 2023/2024 in the amount of \$9,119.38

Shonda Standen, CC Communications. These are the 2nd Quarter Write Offs for 2023-2024 in the amount of \$9,119.38.

Commissioner Myles Getto asked if there was any public comment but there was none

Commissioner Harry Scharmann made a motion to approve CC Communications 2nd Quarter Write Offs for FY 2023/2024 in the amount of \$9,119.38. Commissioner Justin Heath seconded the motion, which carried by unanimous vote.

C- Consideration and possible action re: Approval of the 2024 - 2025 Budget for CC Communications - Telephone Fund, CC Communications - Long-Distance Fund, CC Communications - Broadband Funds and CC Communications CAP - Servicing Outside Churchill County Fund.

Jamie Hyde, CC Communications. On April 29, 2024, CC Communications presented the 2024/2025 FY budget to the board. Management is asking for your approval of the 2024/2025 FY budget.

Commissioner Justin Heath. Are there any changes on this one from the one we received on Monday.

Jamie Hyde, CC Communications. No

Commissioner Justin Heath. Ok.

Commissioner Myles Getto asked if there was any public comment but there was none.

Commissioner Justin Heath made a Motion to approve the 2024 - 2025 Budget for CC Communications - Telephone Fund, CC Communications - Long-Distance Fund, CC Communications - Broadband Funds and CC Communications CAP - Servicing Outside Churchill County Fund. Commissioner Harry Scharmann seconded the motion, which carried by unanimous vote.

Reports:

1. Switch Upgrade
 - a. March Installation
 - b. May 13th begin migration
 - c. Installation and migration to Telco Bridges
2. Transport Upgrade Phase I & II
 - a. Phase 1 (route between Fallon, TRIC, and Reno) February
 - i. Power Upgrades needed at Switch
 1. May 13th begin phase I
 2. Testing fibers in progress
 3. Ribbon Professional Services to be on-site starting May 13th for install and testing acceptance
 - b. Phase 2 (route from North to South) June

- i. Power Upgrades needed at POPS
 - 1. Two POPS need power worked through with Switch
 - 1. This should be resolved
 - ii. Coordinating Fibers
 - 1. Call April 11th to work through this issue
 - 1. Awaiting written agreements
 - iii. Coordinating temporary space and power in POPS
 - 1. Call April 11th to work through this issue
 - 1. Awaiting written agreements
 - iv. Desire is to have Ribbon professional services roll from phase 1 to phase 2 while they are out on one trip
3. Grants / Outside Churchill Construction
- a. NTIA SCA
 - i. Phase 5-8 in progress
 - 1. Construction
 - 2. Permitting
 - b. Tribal
 - i. YPT Agreements signed
 - 1. EAS in progress
 - 2. 6- month Plan in progress
 - ii. ITCN/Provider construction agreement has been reviewed and commented on by Deputy DA
 - 1. Signed
 - iii. WRPT is in environmental review (not an ITCN project)
 - 1. EAS continues
 - 2. Agreements Signed
 - 3. 6-month plan agreed to between CC Communications and WRPT (5/1/2024) and sent to NTIA
 - 4. ETA 2 weeks for RoW negotiations to begin where needed
 - 5. Working on contract from 40-mile IRU acquisition
 - iv. FPST remains in negotiation for agreements
 - c. Storey County
 - i. Agreements signed
 - ii. Built in CF
 - iii. Preparing Press Release/External Communications
 - iv. Working on Pole applications
 - v. Acquiring middle mile transport
4. NOC + Services
- i. On-board 6-8 week plan has started
 - 1. ETA April 22nd live
 - a. Go Live on May 1, 2024
 - b. Call this morning re: status
 - 2. Refine process and procedures, as well as element monitoring adjustments
 - ii. Network Assessment phase will begin soon with agreed SoW

Affidavit of Posting:

Public Comment:

Chairman Myles Getto asked if there was any public comment but there was none.

Adjournment:

The meeting was adjourned at 1:58 p.m.

APPROVED: _____
Myles Getto, Chairman

APPROVED: _____
Harry Scharmann, Vice, Chairman

APPROVED: _____
Justin Heath, Commissioner


Shelly Bunyard, Administrative Assistant


Mark Feest, General Manager/CEO



CC Communications Agenda Report

Date Submitted: May 6, 2024

Agenda Item #: New Business - A
Meeting Date Requested: June 6,
2024

To: Board of Churchill County Commissioners
From: Mark Feest, General Manager / CEO
Subject Title: Consideration and possible action re: Ratification of Collective Bargaining Agreement

Type of Action Requested: Accept

Does this action require a Business Impact Statement? No

Recommend Board Action: motion to approve ratification of Collective Bargaining Agreement

Discussion: The Board previously approved the Tentative Agreement. The attached CBA reflects the updates and was drafted by Chief Civil Deputy DA J. Sanford. All terms were approved in the tentative agreement. The attached updated CBA simply memorializes those terms by updating the Collective Bargaining Agreement (CBA).

Management recommends approval and signature(s) as required.

Alternatives: Reject the CBA as not reflective of the tentative agreement and direct counsel to amend changes to reflect the tentative agreement.

Fiscal Impact: N/A - Tentative agreement and financial terms have previously been approved. No new financial obligations are being created.

Explanation of Impact: N/A

Funding Source: FY 2025 budget

Prepared By: Shelly Bunyard, Administrative Assistant

Reviewed By:



Mark Feest, General Manager

Date: May 23, 2024



Date: May 23, 2024

Jamie Hyde, Chief Financial Officer

Board Action Taken:

Motion: _____

1) None Aye: 0
2) None Nay: 0



(Vote Recorded By)

The submission of this agenda report by county officials is not intended, necessarily, to reflect agreement as to a particular course of action to be taken by the board; rather, the submission hereof is intended, merely, to signify completion of all appropriate review processes in readiness of the matter for consideration and action by the board.

Collective Bargaining Agreement
CC Communications
and
Communication Workers of America, Local 9413
Fiscal year 2025-2029

ARTICLE NO. 1 - PREAMBLE:

This agreement is entered into between CC Communications, owned by Churchill County, hereinafter referred to as the "Company" and the Communications Workers of America (CWA) Local 9413, hereinafter referred to as the "Union".

It is the intent and purpose of this agreement to set forth herein the basic and full agreement between the parties concerning those conditions of employment listed as within the scope of mandatory bargaining in N.R.S. 288.

ARTICLE NO. 2 - RECOGNITION:

A. The Company recognizes the Union as the exclusive negotiating agent for employees in the following job classifications who have satisfactorily completed a probationary period:

Building Specialist	Installer/Repairer
Splicer	PBX Installer/Repairer
C.O. Technician	Plant Record Clerk
Combination Tech	Customer Service Clerk
Combination Tech PBX/DSL	CAD-GIS Tech
General Clerk	Customer Service/Sales Rep
Line Assigner	Toll Tech
Line/Ground Worker	Trouble Desk Clerk
Warehouseperson	

From time to time it may be necessary to add or subtract classifications from this list. Such changes can be made by mutual consent of the parties. As used in this Agreement, the terms "Employee" and "Employees" shall mean full-time regular employees of the Company who have satisfactorily completed a probationary period in the above-referenced job classifications.

B. All rights and privileges granted to the Union under the terms and provisions of this Agreement shall be for use of the Union subject to NRS Chapter 288.140, which states: The recognition of an employee organization for negotiations, pursuant to this chapter, does not preclude any local government employee who is *not* a member of that employee organization from acting for him/herself with respect to any condition of his/her employment, but any action taken on a request or in adjustment of a grievance shall be consistent with the terms of an applicable negotiated agreement, if any.

C. Excluded from the bargaining unit are probationary employees, seasonal employees, managers including administrative employees as defined by NRS 288.025, supervisory employees as defined by NRS 288.075, student workers and confidential employees as defined by NRS 288.170 (6).

D. The Union shall be permitted space designated by the Company to place bulletin board(s) to be used exclusively by the Union for posting its meetings or membership

information. Bulletin board(s) shall not exceed 36 inches wide by 24 inches high and shall be furnished by the Union. Bulletin boards will be in location(s) designated by the Company. Offensive or libelous or political information or endorsements may be removed by the Company with reasonable notification to the Union.

ARTICLE NO. 3 - STRIKES:

The Union will not promote, sponsor or engage in any strike against the Company, slow down, or interruption of operation, concentrated stoppage of work, absence from work upon any pretext or excuse such as illness, which is not founded in fact; or any other interruption of the operations of the Company, regardless of the reason for so doing, and will use its best efforts to induce all represented employees covered by this Agreement to comply with this pledge.

ARTICLE NO. 4 - SAFETY:

The Union will continue to participate on the Company Safety Committee by appointing its two (2) member representatives and attending all scheduled meetings. The Company pledges to continue to observe and apply all applicable safety laws, rules and regulations in efforts to protect employees during the performance of their duties.

ARTICLE NO. 5 - NON-DISCRIMINATION:

A. The Parties will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of membership in or legitimate activity as required in this Agreement on behalf of the members of this negotiating unit, nor will the Company encourage membership in another employee organization.

B. The Company and the Union agree that employees eligible for membership in the Union shall be protected in the exercise of their rights freely and without fear of penalty and reprisal to form, join and participate in authorized and appropriate Union functions during non-working hours. The freedom of such employees to assist the Union shall be recognized as extending to participation in the leadership of the Union in the capacity as a Union Officer or Representative, including consultation with the appropriate management representatives, and presentation of its views to officials of the Company at the request of the Union and the convenience/availability of the appropriate Company official. The Company shall not interfere with, restrain or discriminate against any employee exercising his/her rights under this section.

C. The Union recognizes its responsibility as the exclusive negotiating agent and agrees to represent all employees in the negotiating unit without discrimination, interference, restraint, or coercion and consistent with the provisions of N.R.S. 288 and applicable case law.

ARTICLE NO. 6 - UNION DUES:

A. Employees of the Company may authorize payroll deductions for the purpose of paying Union dues. Upon written authorization to the Company from an employee, the Company agrees to deduct on a biweekly basis from the wages of said employee such delineated sums as s/he may specify for Union dues or such other purposes as the Company may hereafter approve. No authorizations shall be allowed for payment of initiation fees,

assessments or fines. Each employee shall have the right to terminate such payroll deductions any time upon the employee's written request to the Company.

B. The Union will indemnify, defend, and hold the Company harmless against any claims made or any lawsuits instituted against the Company on account of any action taken or not taken by the Company in good faith under the provisions of this Article. The Union agrees to refund the Company any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

C. The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the appropriate Union dues. When a member in good standing of the Union is in non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an employee who is in non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Union dues.

ARTICLE NO 7- WORKING DAYS AND WEEKS:

A. Employees covered by the Fair Labor Standards Act (FLSA), i.e. non-exempt employees, shall work a normal working day consisting of eight (8) consecutive hours, excluding a meal period unless an Alternate Work Schedule has been adopted, as provided in paragraph E.

B. Employees who are assigned to work a normal five day, forty-hour week shall work eight (8) hours per day for five (5) days within a calendar week unless an Alternate Work Schedule has been adopted, as provided in paragraph E.

C. Employees who work six (6) or more hours in a workday will be allowed an uninterrupted, unpaid meal period of thirty (30) minutes or longer at or about mid-point of their workday. Employees may not take their designated meal period at the beginning or at the end of their workday. Employees who wish to take their meal period at a time other than that for which they are normally scheduled must obtain the approval of their supervisor prior to taking such meal period.

Supervisors or managers will be responsible for ensuring that wherever and whenever possible, employees will be permitted at least a half-hour meal period uninterrupted by work-related duties. If an employee's meal period is interrupted by a work-related matter, the Company will pay the employee for all of the meal period. Supervisors/managers will attempt to schedule an employee's meal period close to the mid point of the employee's work period.

For every four hours of consecutive hours an employee works beyond his/her normal eight (8) hour work shift, the Company will reimburse the employee for a meal actually consumed in conformance with the schedule for meal reimbursement in Article 9, Reimbursement for Meals and Expenses.

D. Employees will be granted one fifteen (15) minute break or rest period during each work period of four (4) or more hours, i.e., one break in the morning and one break in the afternoon of a normal 8-hour work schedule. Rest periods may not be taken at the beginning or at the end of the work period nor accumulated beyond the day in which granted. Rest periods may not be scheduled or taken consecutively or in conjunction with meal periods.

Employees shall be entitled to a 15-minute rest period for every four-hour period they are scheduled to work beyond their normally scheduled work period, such rest period to be taken at approximately the mid-point of the additional scheduled four hour period.

Supervisors/managers should schedule work in a manner which allows employees appropriate rest periods and meal periods while also ensuring maximum customer access to the services provided by the Company. At times, the Company may need to adjust rest and meal periods to meet the individual employee's needs, respond to changes in workload, meet its business needs or to respond to unforeseen or emergency situations.

E. Alternate Work Schedules may be adopted by individual supervisors, with the approval of the General Manager, as follows:

1. If the majority of employees for a Supervisor, with prior notification to the Union, propose an Alternate Work Schedule to their supervisor in writing and initiated by the employees in favor of the Alternate Work Schedule, the Supervisor will review the details of the proposal and, within thirty days, meet with the Union representative and the affected employees to discuss the issue. If the Supervisor finds the proposal acceptable, he/she shall submit it for approval by the General Manager. The General Manager shall retain final authority to approve or deny such a proposed change either on a temporary (trial) or regular basis.
2. At any time, the supervisor, with the approval of the General Manager may withdraw his/her approval of the Alternative Work Schedule and may return to the standard work hours. The Company shall meet with the Union to discuss the reasons why the Company is returning the employees to the Alternative Work Schedule fourteen (14) calendar days prior to the implementation for the return to the standard work schedule.
3. An employee on an Alternate Work Schedule shall not receive any advantage in leave accrual or usage, as compared to an employee working under a normal work schedule. In the event of a conflict between this and another provision in this Agreement, this Section shall control.
4. Except in emergencies or where the operational requirements of the Company dictate otherwise, the Company will provide the Union and affected employees at least five (5) calendar day's written notice prior to implementing alternative work schedules or re-implementing regular work schedules.
5. Alternative work schedules are defined as a work week consisting of other than 5 working days with eight hours worked each day.

ARTICLE NO. 8 - BASIS OF COMPENSATION AND PAY RATES:

A. Salary Schedule: The pay rates set forth in Appendix A shall be the gross compensation for full-time service in the several classes covered by this Agreement. No employee shall be paid at a rate above the maximum or below the minimum in the range to which his position is assigned.

1. Upon entering service, an employee shall receive compensation at the minimum salary range of the job classification for which s/he was hired; provided, however, when economic conditions, unusual employment conditions, or exceptional qualifications of a candidate for employment indicate that a higher rate would be in the best interests of the Company, the Company, with the approval of the General Manager, may authorize hiring at a rate above the minimum for the job classification for which the employee is being hired, but in all cases, the rate is not to exceed the maximum for the job classification.
2. When an employee is reclassified to a higher pay range he will be placed on the lowest step that provides an increase in salary. When an employee is reclassified to a position on a lower pay range s/he shall be placed on the same step in the new

pay range s/he held prior to reclassification. In the event that the new range has fewer steps than the old range, s/he cannot receive a salary greater than the top of the new pay range to which s/he is assigned.

3. The salary schedules set forth in Appendix A apply to employees who at all times remain in an employed status with the Company. Appendix A is a compensation plan for each classification governed by this Agreement which provides for a range of compensation for each such classification and for annual increases through step 11 on an employee's anniversary date in each range based upon a combination of years of service and satisfactory or better job evaluations.
4. Employees covered by this agreement have previously been placed on the CHT wage scale within the employee's pay grade.
 - a. The CHT wage scale is based on a one-year interval between merit steps.
 - b. The CHT wage scale has been previously modified and now has 11 steps for each covered pay grade.
 - c. The CHT wage scales for CHT 18 (applying to the CAD/GIS Tech job category), the CHT 25 steps 8 and 9 and the CHT 26, steps 1 through 9 have been revised upward to correct prior wage level discrepancies.

5. Cost of Living Adjustment

FY 2025 (July 1, 2024 – June 30, 2025): The FY 2024 CHT wage scale will be increased by 4.5%.

FY 2026 (July 1, 2025 – June 30, 2026): The FY 2025 CHT wage scale will be increased by the USDL All-Cities All Urban Consumers' Price Index (CPI-U) for the year (12 months) ending March 2025 with a minimum of 2.0% and a maximum of 3.5% effective the first full pay period following July 1, 2025. If the actual CPI-U is less than 2.0%, 2.0% will be used. If the actual CPI-U exceeds 3.5%, 3.5% will be used. If the above March 2025 CPI-U exceeds 4.5% then Article 8(A)(5) Cost of Living Adjustment is reopened for negotiations and the above CPI trigger is void for FY 2026.

FY 2027 (July 1, 2026 – June 30, 2027): The FY 2026 CHT wage scale will be increased by the USDL All-Cities All Urban Consumers' Price Index (CPI-U) for the year (12 months) ending March 2026 with a minimum of 2.0% and a maximum of 3.5% effective the first full pay period following July 1, 2026. If the actual CPI-U is less than 2.0%, 2.0% will be used. If the actual CPI-U exceeds 3.5%, 3.5% will be used. If the above March 2026 CPI-U exceeds 4.5% then Article 8(A)(5) Cost of Living Adjustment is reopened for negotiations and the above CPI trigger is void for FY 2027.

FY 2028 (July 1, 2027 – June 30, 2028): The FY 2027 CHT wage scale will be increased by the USDL All-Cities All Urban Consumers' Price Index (CPI-U) for the year (12 months) ending March 2027 with a minimum of 2.0% and a maximum

of 3.5% effective the first full pay period following July 1, 2027. If the actual CPI-U is less than 2.0%, 2.0% will be used. If the actual CPI-U exceeds 3.5%, 3.5% will be used. If the above March 2027 CPI-U exceeds 4.5% then Article 8(A)(5) Cost of Living Adjustment is reopened for negotiations and the above CPI trigger is void for FY 2028.

FY 2029 (July 1, 2028 – June 30, 2029),: The FY 2028 CHT wage scale will be increased by the USDL All-Cities All Urban Consumers' Price Index (CPI-U) for the year (12 months) ending March 2028 with a minimum of 2.0% and a maximum of 3.5% effective the first full pay period following July 1, 2028. If the actual CPI-U is less than 2.0%, 2.0% will be used. If the actual CPI-U exceeds 3.5%, 3.5% will be used. If the above March 2028 CPI-U exceeds 4.5% then Article 8(A)(5) Cost of Living Adjustment is reopened for negotiations and the above CPI trigger is void for FY 2029.

Signing Bonus: All employees on the payroll on July 1, 2024, will receive a 1.5% non-PERS bonus calculated on employee's annual base salary as of the second pay period in June 2024 and not including overtime, standby, callback, etc. payable not later than June 30, 2024.

B. Pay Periods and Pay Days: Employees shall be paid within seven (7) calendar days after the end of a pay period. A pay period shall consist of two (2) calendar weeks.

C. Overtime Pay:

An employee shall be entitled to overtime pay for overtime work and **either** be paid for overtime work at the rate of 1 ½ times his/her regular rate of pay (with the exception of double time pay noted below) **or**, with his supervisor's approval, may accrue compensatory time off at the same rate, PROVIDED that the employee has secured prior approval for overtime work from his/her immediate supervisor.

1. If properly authorized, any of the following shall be considered overtime work:
Any time actually worked:
 - a) that does not fall within a scheduled workday or work week.
 - b) on a Holiday
 - c) on Sunday
 - d) when a change between regular shifts (day, evening or night) is made by Company and 48 hours advance notice is not given to the employee.
2. All time spent traveling to seminars or schools, even though it may not fall within a scheduled workday, shall not be paid as overtime but shall be paid at the employee's straight time rate of pay.
3. A minimum of two hours of overtime shall be paid for either of the following conditions:
 - a) when time is actually worked before the start of a scheduled workday that does not continue into the scheduled workday
 - b) when an employee is instructed by a supervisor that his/her immediate services are required (in one hour or less and not within a scheduled workday). Work time for this item starts at the time of notification and includes normal travel time from and to home. If the work initiated by this item continues for four hours or more, compensation ceases

when employee is relieved from duty and no time allowance shall be made for returning home.

4. When an employee is scheduled or notified less than two (2) hours before the start of a scheduled shift, time paid for shall be the period from scheduled time or time of notification to start of shift.
5. All hours worked in excess of forty-nine (49) in a calendar week shall be paid at the rate of two (2) hours pay for each hour worked. However, if an employee is on an Alternate Work Schedule, then this Section shall only apply to hours worked in excess of ninety-eight (98) in a two-week pay period. Further, time spent traveling to schools and seminars will be counted towards calculating hours in excess of forty-nine (49) hours in a calendar week, or ninety-eight (98) hours in a two-week pay period for employees on an Alternative Work Schedule, but at no time will these hours be paid at more than straight time.
6. Employees shall not be required to work beyond their normal shift if they reasonably believe they are no longer competent to perform their job function, or beyond sixteen (16) consecutive hours, whichever occurs first. Any period of consecutive hours meeting the conditions cited in this paragraph will require a minimum of eight (8) hours' rest between work performances. Declaring oneself to be not competent for work when physically fit may result in disciplinary action, for cause, including suspension, demotion or termination.

The Company will endeavor to distribute the opportunity to work time, which requires payment at premium or overtime rate as equitably as the needs of the service will permit. Such work opportunity occurring during an employee's absence from the job (vacation excepted) may or may not be considered by the Company in distributing subsequent work opportunity.

An employee may accrue no more than a maximum of five (5) compensatory days off at any one time. An employee shall be entitled to elect to receive compensation in cash in the event the compensatory time off cannot be taken within the pay period during which it accrues. An employee is required to give his/her supervisor five (5) days' notice of intent to use any compensatory days off and must have his/her supervisor's approval to use said time.

D. Holiday Pay:

A full-time "qualified" employee, as defined in Article 2 of this Agreement, not working on a holiday shall receive eight hours' pay plus the differential, if any, if s/he works all of his/her last scheduled shift preceding the holiday and works all of his/her first scheduled shift following the holiday, unless excused by supervision.

1. An employee is "qualified" for holiday payment when the holiday is observed on a day which is part of the employee's five (5) day work week.
2. An employee who is scheduled to work on the holiday but fails to report for work and is unexcused shall receive no payment for the holiday.
3. Holiday pay shall not be given for holidays which occur during a leave of absence.
4. Subject to the provisions of this Section D., an employee shall be paid eight (8) hours holiday pay and one and one-half (1 ½) hours pay for each hour worked on authorized holidays.
5. In no case shall holiday payment and overtime or other premium payment be made for the same time period worked.

E. Standby Pay:

1. An employee is on standby status when s/he has been required by the Company, in its sole discretion, to be available for call out (back) during an employee's off-duty hours.
2. The employee shall receive thirty percent (30%) of his/her basic rate of pay for all hours spent on standby status (as defined by the Fair Labor Standards Act and DOL regulations at 29 CFR §785.17).
3. Standby compensation for employees normally receiving a pay differential pursuant to paragraph F. of Article 8 shall be computed including any such differential.
4. Should an employee on standby status be called to work, s/he shall be compensated at his normal overtime rate. In all references, both overtime and standby status pay will not be made for the same hours.

F. Shift Differential Pay:

Employees who work a regular shift any part of which falls after 7:00 p.m. or prior to 6:00 a.m. will receive a shift differential of 10% of the employee's straight time pay for such applicable shifts, except that when premium payments are paid for a temporary change of shift, the differential will not be paid; that is, in such cases, both the differential and the premium will not be paid. When only part of a normal week is involved, the differential will be prorated on the basis of one-fifth for each full shift worked.

1. Shift differentials which are paid under this Agreement shall be added to the basic rates of pay in computing vacation, overtime, holiday and Sunday payments, except that the differential shall not be added to computing the vacation pay of a regular day shift employee who, at the start of his/her vacation, had been working a shift for which differential is paid by who, upon return from vacation, is scheduled to work a day shift.
2. When an employee working an evening or night shift is transferred to the day shift for vacation relief, classroom training relief or classroom training assignment of one week or more but less than two weeks, s/he shall retain the differential. Such vacation relief shall be deemed to include any additional days which the day shift employee being relieved may take immediately preceding or following his vacation.
3. When an employee on day shift is transferred to an evening or night shift for vacation relief or classroom training assignment of one week or more but less than two weeks, s/he will receive the applicable shift differential. Such vacation relief shall be deemed to include any additional day which the evening or night shift employee being relieved may take immediately preceding or following his/her vacation.

G. Foreperson Pay:

A foreperson performs his/her normally assigned duties and, in addition, assists a supervisor in directing normally not less than four (4) employees. An employee designated and required to perform work in the above-described assignments shall be paid at the applicable differential rate set forth in Appendix A.

H. Commercial Driver's License:

An employee who is asked by the Company to obtain and/or maintain a commercial driver's license (CDL), and does obtain or maintain a CDL shall be paid at the applicable differential rate set forth in Appendix A.

ARTICLE NO. 9 - REIMBURSEMENT OF MEALS AND EXPENSES:

A. Meals

1. CC Communications shall reimburse employees for the costs of meals in circumstances when employees are prevented from returning home for meals or in a situation covered by Article 7 C. The cost of meals shall be reimbursed at the Federal GSA per diem rate for the location of travel and the time of travel. Meals paid for by anyone other than the employee (such as included in the price of the training or meeting, sponsored by a vendor, etc.) are not eligible for per diem reimbursement.
2. Except as provided in item 7. below, an employee shall be entitled to reimbursement for the cost of breakfast only if s/he is required to leave his/her normal work location prior to 6:00 a.m. and return to such location after 10:00 a.m.
3. Except as provided in item 7. below, an employee shall be entitled to reimbursement for the cost of lunch only if s/he is required to leave his/her normal work location prior to 10:00 a.m. and return to such location after 2:00 p.m.
4. Except as provided in item 7. below, an employee shall be entitled to reimbursement for the cost of dinner only if s/he is required to leave his/her normal work location prior to 4:00 p.m. and return to such location after 8:00 p.m.
5. Reimbursement shall not be allowed for any meal which is provided or made available to an employee as part of the cost of a meeting, class, lodging or other function, or paid for by a manager, supervisor, other employee, vendor, etc. whether or not the employee partakes of the provided meal.

B. Mileage

Transportation shall be by the most economical means, considering total cost, time spent in transit and the availability of company vehicles. CC Communications will attempt to make a company vehicle available to employees to use for official travel. If there are no CC Communications vehicles available and the employee must use a personal vehicle, s/he will be reimbursed for mileage at the current per mile rate established by the Internal Revenue Service. If there are company vehicles available and the employee chooses to use his/her own vehicle for reasons of personal convenience, the allowance for travel will be one half the rate prescribed above for miles traveled. If there is more than one employee going to the same destination and they either use a company vehicle or choose to carpool with a private vehicle, yet one or more employees opt not to travel with the group, that employee will not receive reimbursement for any mileage unless the General Manager determines that the circumstances warrant reimbursement.

If an employee drives a personal vehicle when commercial air travel would be more efficient, the mileage reimbursement will be limited to the cost of airfare. Employees using a personal vehicle for official travel must have proof of current registration and insurance for that vehicle.

C. Lodging

Moderate cost lodging should be pre-arranged at a location near the meeting/training site. Reimbursement will be based on the cost of a single room if available. A receipt is required for reimbursement of lodging expenses incurred.

D. Other Expenses

Necessary business telephone calls, parking charges, and/or ground transportation will be reimbursed. When an employee is away from home on official business in excess of

twenty-four (24) hours, the Company will reimburse the employee for up to \$5.00 in telephone calls to his/her home for every 24 hours the employee is in an official travel status.

E. Unallowable Expenses

1. CC Communications does not reimburse for fines and parking tickets, towing or impounding fees, traffic violations, alcoholic beverages, purely personal services such as dry cleaning or laundry, personal entertainment, valet services, tobacco, or any expenses unrelated to the business purpose of the travel as determined by the General Manager.
2. CC Communications discourages combining personal travel with business travel due to the potential for public perception of misuse of Company/public funds. Prior to initiating official travel, employees must clearly communicate to their supervisor/manager any proposed personal use of a Company, personal travel and/or vacation time to be taken in conjunction with official travel. An employee's family members may accompany the employee on official business, provided travel is not in a CC Communications vehicle. CC Communications will not pay any additional expenses incurred due to personal travel or travel of family members.

F. Claims

All claims with required receipts for travel expenses are to be approved and submitted to the Accounting Department for auditing within five (5) working days following the completion of the trip.

G. Falsification of Claims

Any employee who intentionally falsifies a claim for reimbursement of travel or expense funds may be subject to disciplinary action up to and including termination.

ARTICLE NO. 10 - LEAVES AND ABSENCES:

A. Holidays

- | | |
|--|---------------------------------------|
| 1. The following holidays are recognized by CC Communications: | |
| New Year's Day | January 1 st |
| Martin Luther King's Birthday | Observed the Third Monday in January |
| President's Day | Observed the Third Monday in February |
| Memorial Day | Last Monday in May |
| Juneteenth | June 19 th |
| Independence Day | July 4 th |
| Labor Day | First Monday in September |
| Nevada Day | Observed the Last Friday in October |
| Veteran's Day | November 11 th |
| Thanksgiving Day | Fourth Thursday in November |
| Day after Thanksgiving | Fourth Friday in November |
| Christmas Day | December 25 th |

Any day declared a legal holiday by the President of the United States and/or the Governor of the State of Nevada will be observed in accordance with the presidential or gubernatorial proclamation. CC Communications may observe a holiday, which occurs on a Saturday or a Sunday, on the day before or after the holiday. When a holiday falls within an employee's approved vacation period, and the holiday is otherwise compensable, the employee will not be charged vacation leave.

2. Employees must either be on paid leave status or work the entire working day before and the entire working day after the holiday in order to receive payment for that holiday.

3. In addition to the holidays defined hereinabove; each employee is entitled to one "float" day (eight (8) hours) per calendar year. The float day shall be designated by the employee as to the date of his/her choice, subject to notification and approval by the employee's supervisor at least ten (10) calendar days in advance of the proposed date unless an emergency situation mandates otherwise. All employees who have completed their probationary period are eligible to use their float day. The float day may only be taken in whole day increments. If an employee does not use his/her float day, it may not be carried into the next calendar year.

In addition, any employee who has worked for the Company the preceding twelve months and has used sixteen (16) hours or less of sick leave in a fiscal year (July 1 to June 30) will receive an additional eight hours of annual leave.

B. Annual Leave

1. Eligibility:

Employees hired prior to July 1, 2016, shall be entitled to accrue annual leave benefits at the rates depicted below from the start of employment for each full-time equivalency month of service. All full-time regular employees hired prior to July 1, 2016, who have completed six (6) months or more of continuous service are eligible to take annual leave:

<u>Years of Service</u>	<u>Hours Accrued Per Month</u>	<u>Maximum Hours per Year</u>	<u>Maximum Hours Carryover</u>
1 thru 5	8	96	176
6 thru 10	12	144	240
11 thru 15	14	168	240
16 thru 24*	16	192	240
25 and over*	18	216	240

*not applicable to new employees hired after July 1, 2016.

Employees hired after July 1, 2016, shall be entitled to accrue annual leave benefits at the rates depicted below from the start of employment for each full-time equivalency month of service. All full-time regular employees hired after July 1, 2016, who have completed six (6) months or more of continuous service are eligible to take annual leave:

<u>Years of Service</u>	<u>Hours Accrued Per Month</u>	<u>Maximum Hours per Year</u>	<u>Maximum Hours Carryover</u>
1 thru 5	8	96	176
6 thru 10	12	144	240
11 thru 15 and over	14	168	240

2. Time when annual leave shall be taken; limited on accrual:
 - (a) When annual leave is taken shall be determined by the supervisor after considering the needs of the department, seniority and wishes of the employee. In the event a supervisor fails to respond within twenty-one (21) calendar days to an employee's written request to use annual leave, the affected employee shall request intervention by, and an answer from, the General Manager. Should the General Manager or his/her designee fail to provide a response within ten (10) days of receipt of a written request for intervention, such leave request shall be considered granted. Annual leave shall not be granted in excess of annual leave accrued.
 - (b) After the initial two months of full time employment with the Company, annual leave may be taken as accrued subject to approval by the employee's supervisor as described above. Unused annual leave not exceeding the above maximum amounts may be carried over into the employee's following anniversary year.
 - (c) Annual leave accrued in excess of the above-listed maximum yearly carry-over shall be forfeited unless a waiver is authorized by the General Manager. If a waiver is granted, the employee must use any held-over annual leave in excess of the maximum carry-over in the employee's following anniversary year.
 - (d) In order to prevent the possibility of having to forfeit annual leave earned, employees are expected to schedule their annual leave throughout the work year as appropriate and as approved by their supervisor.
 - (e) For employees who have used at least 50% of the annual leave that they have earned for any one year and who have accrued annual leave in excess of the maximum carry-over allowed, the Company shall, upon the employee's request, purchase from that employee up to 40 hours of excess annual leave at a rate of 50% of the dollar value of the leave if the employee requests such in writing at least one month before the end of the anniversary year.
3. Employees who have at least six (6) months' eligible service who (1) subsequently leave the employment of the Company in good standing after proper notice; (2) are laid off; or (3) retire, shall be paid for all accrued annual leave.
4. No employee shall be permitted to waive annual leave for the purpose of receiving double pay. When an employee is not working because of illness or injury and has exhausted his sick leave, the employee may, with the approval of his/her supervisor, be permitted to use annual leave.

C. Sick Leave:

1. Employees shall be entitled to accrue sick leave benefits from their initial date of hire with the Company at the rate of ten (10) hours for each full-time equivalency month of service. Sick leave shall be accumulated from year to year. Sick leave shall not be granted in excess of sick leave accrued.
2. Sick leave with pay can only be granted in case of bona fide illness of the employee which renders him/her incapacitated to perform his/her assigned duties, a contagious illness, or an illness/injury of his/her immediate family defined as husband, wife, child, or other relative permanently residing in the employee's household. The employee's immediate family shall also include children not residing in the employee's household that are preschool age or students in

elementary through full time college students with twelve (12) credits or more per semester. Sick leave may be used for all optical, medical and dental appointments or care. Verification from a doctor of the employee's illness or disability, or verification of the employee's fitness to return to work, may be required in order to charge the absence to sick leave. Employees understand that sick leave is not to be used as a convenient method to take time off.

3. In the event that an employee is aware in advance that sick leave benefits will be needed, it shall be the duty of the employee to notify the supervisor as far in advance as possible, in writing, of the anticipated time and duration of such sick leave, the reason for requesting such sick leave, and medical certification that the employee will be unable to perform his/her normal work function. Employees will be required to begin using sick leave on the date their doctor certifies that they are unable to perform their normal duties. An employee on sick leave is required to notify the supervisor, at the earliest possible time, of the anticipated date on which the employee will be able to resume his/her normal duties. Human Resources may require a certificate from a physician of the Company's choosing that an employee on sick leave is medically unable to perform his/his normal duties, and Human Resources may require such medical certification periodically until the employee returns to his/her assigned duties. The Company will require a certification from a health care provider who has treated the employee that s/he is able to return to work and perform his/her assigned duties.

4. In the event that an employee on sick leave fails to comply with the above paragraph, s/he may be deemed to have resigned his/her position with the Company and to have waived all employment rights. Sick leave benefits under this provision shall be paid to the employee on sick leave only for the actual work days missed due to medical inability to perform his/her normal duties.

5. Claiming sick leave when physically fit or when not otherwise eligible for sick leave within the provisions of this section may result in disciplinary action, for cause, including suspension, demotion or termination. In appropriate cases, if an employee fails to make a diligent effort to give advance notice when sick leave is needed, payroll deduction for the time taken may result.

6. Any acts of discipline associated with the alleged inappropriate use of employee sick leave are limited to the specific provisions of this Agreement. This Section is not intended to limit the Company's documentation of employees' sick leave usage.

7. Method of Compensation for Unused Sick Leave:

1. If any employee dies and was entitled to payment for accumulated vacation time or sick leave under the provisions of this Agreement, the heirs of such deceased employee upon submission of satisfactory proof to the Company of their entitlement, shall be paid such amount.

2. When an employee dies or elects to retire under the State of Nevada Public Employees Retirement System (PERS) while employed with the Company, the employee or the employee's beneficiaries are entitled to payment, not exceeding the total sum of Fifteen Thousand dollars (\$15,000.00), for the employee's unused accrued sick leave according to the employee's number of years of service, as follows:

<u>Years of Employment With the Company</u>	<u>Percent of Accrued Unused Sick Leave for Payment</u>
Less than 10	35%
10 - 20	50%
Over 20	60%

3. Any employee who resigns in good standing after proper notice shall be entitled to payment, not exceeding the total sum of Three Thousand Dollars (\$3,000.00), for unused sick leave according to the schedule in paragraph 2 above.

4. A retiring employee, as defined in paragraph (2) above, may at his/her option and with the concurrence of the department manager, receive equivalent time off with pay in lieu of the dollar pay out specified in paragraph 2 above. If an employee selects equivalent time off with pay, the employee will not accumulate sick leave, vacation or paid holiday credits during such time as the employee is using excused time off with pay. Retirement, insurance and other benefits will continue in the normal manner until excused time off with pay is exhausted.

5. **Conversion of Sick Leave Into Retirement Service Credits.**
 An employee who is eligible for purchase of service credits under the Nevada Public Employee’s Retirement System (“PERS”) and applicable law, may at his/her option convert unused sick leave into service credit under PERS at the rate of one hour of service credit for one hour of sick leave, subject to the following conditions and limitations:

- (a) Employees must have a cumulative total of at least 400 hours of unused sick leave to be eligible for conversion. Accrued sick leave hours of an employee in excess of 400 may be converted into retirement service credit.
- (b) An employee’s conversion of unused accrued sick leave into retirement service credits shall be in increments of at least eight hours, subject to a maximum of 280 hours.
- (c) Employees desiring to convert unused accrued sick leave into retirement service credit shall submit a written request to the General Manager on or before December 1 of each year. If the employee meets all of the conditions set forth in PERS guidelines, then the Company shall deduct the designated amount of accrued sick leave from the employee’s account and proceed to purchase retirement service credit from PERS in an amount equal to the number of hours elected to be converted by the employee.
- (d) Upon retirement under PERS while employed by the Company, an employee may elect in writing to convert their unused accrued sick leave into retirement service credits up to a maximum of 680 hours.
- (e) The benefits granted under this Article may be used in combination with the benefits granted under Article 10.C 8 if applicable.

D. Family and Medical Leave (FMLA)

Family and Medical Leave Act (FMLA) leave shall be covered by the FMLA as amended.

E. Leaves of Absence

1. In the event that an employee exhausts his/her accumulated sick leave and is not medically able to resume his/her normal duties, the Company may grant an unpaid leave of absence at its sole discretion if the employee requests in writing that the Company grant such unpaid leave and can show that s/he will be able to resume his/her normal duties within a reasonable period of time. Leaves of absence without pay not exceeding thirty (30) days may be granted by the General Manager of CC Communications.

The governing Board of CC Communications may at their discretion approve leaves of absence without pay for up to six (6) months. Such approval will be for exceptional circumstances and conditions, such as education or prolonged illness, when the approval of such leave is consistent with the CC Communications' needs, when the work of the office or department will not be impeded by the employee's absence, and when the leave will not require the appropriation of additional funds for the operation of the employee's department.

Such leave may be extended for an additional period of up to six (6) months at the sole discretion of CC Communications and with the approval of the governing Board. Employees desiring a leave of absence shall apply in writing to the Board of Commissioners. If the reason for the request for a leave of absence is not related to a medical condition of either the employee or a close family member, the employee must exhaust his/her accrued vacation (annual) leave but not his/her accrued sick leave. If the leave of absence is being requested for a medically related reason, the employee must first exhaust his/her accrued sick leave then use his/her accrued annual leave.

2. No leave will be approved by the Company to permit an employee to engage in other gainful occupation. After approval for a leave of absence, if it is found that the employee has accepted employment during the period of his leave of absence with another employer, or the employee has engaged in other gainful occupation of any kind, the employee's employment with the Company may be terminated.
3. All time granted to an employee as a leave of absence without pay pursuant to this section shall not count nor be considered as service time for the purpose of computing an employee's annual leave or sick leave entitlement or in computing any other Company-paid employee benefits such as retirement benefits.
4. An employee desiring a leave of absence shall first make an application in writing to the Company for such leave. Sick leave or annual leave does not have to be used prior to an employee's going on unpaid leave of absence.

F. Sick Leave and Workers' Compensation

Any employee who is receiving benefits under the provisions of N.R.S. 616 and 617 (Workers' Compensation), may at his/her option, take sufficient sick leave to make up for the difference between the worker's compensation payment and his/her

regular wage. When the employee's sick leave is exhausted the employee will receive worker's compensation payments only.

G. Catastrophic Leave

1. Eligibility
 - a. An employee is eligible for use of catastrophic leave if the employee is unable to perform the duties of his/her position because of a serious illness or accident which is life threatening or which will require a lengthy convalescence. Subject to the General Manager's discretion, as required under Section 10.C.2. Catastrophic Leave can be used for the lengthy convalescence or life threatening illness or accident of an immediate family member, as defined in Section 10.C.2
 - b. "Lengthy convalescence" means a period of disability which the attending physician determines will exceed ten (10) weeks.
 - c. "Life Threatening" means a condition which is diagnosed by a physician as creating a substantial risk of death.
2. Establishing Catastrophic Leave Accounts
 - a. The Company will establish individual accounts for catastrophic leave for employees who have met the eligibility requirements set forth in this Section.
 - b. An employee may request, in writing, that a specific number of hours of his/her accrued sick leave be transferred from his/her account to an individual's Catastrophic Leave Account.
 - c. Employees not covered by this Agreement may donate sick leave time to a Catastrophic Leave Account established pursuant to this Agreement. Likewise, employees covered by this Agreement may donate sick leave time to any Catastrophic Leave Account for an employee not covered by this Agreement that is established under Company policy.
 - d. An employee may not transfer to a Catastrophic Leave Account any hours of sick leave, if the balance of his/her account after the transfer is less than two hundred forty (240) hours. Pursuant to NRS 245.210(4), sick leave donated will be converted into money at the hourly rate of the donor and the money will be converted into sick leave at the hourly rate of the recipient.
 - e. The maximum number of hours an employee may transfer to a Catastrophic Leave Account is forty (40). The minimum number of hours an employee may transfer to a Catastrophic Leave Account is eight (8) hours.
 - f. Any hours of sick leave which were transferred from any employee's account to the Catastrophic Leave Account may not be returned or restored to that employee, except as is set for in Section 4.c, below.
 - g. To the extent reasonably possible, the Company will maintain confidentiality concerning employee donations.
3. Request for Catastrophic Leave
 - a. An employee, who is himself/herself affected by a catastrophe as defined in Section 1, may request, in writing to Human Resources, that a Catastrophic Leave Account be established for his/her use. The written request should specify an estimate of the amount of

catastrophic leave hours the employee anticipates using, considering that the employee is not eligible to use catastrophic leave hours until after he/she has used all of his/her accrued annual, sick and other paid leave. Medical verification supporting the request shall be provided to Human Resources. The maximum number of hours that may be transferred to an employee and be used is 240 per catastrophe.

- b. Any Catastrophic Leave hours used by an employee shall be considered used in the same manner as sick leave, with the exception that any unused leave donated must be returned, as set forth below to the donor.
 - c. An employee who receives leave from the account for catastrophic leave is entitled to payment for the leave at a rate no greater than his/her own rate of pay.
4. Review of Status of Catastrophe; Termination of Leave; Disposition of Hours Not Used
- a. The General Manager or his/her designee shall review the status of the catastrophe of the employee and determine when the catastrophe no longer exists. This determination is final and not subject to the Grievance procedure set forth in Article 14.
 - b. The General Manager or his/her designee shall not grant any hours of leave from the Catastrophic Leave Account after:
 - i) The catastrophe ceases to exist; or
 - ii) The employee who is receiving the leave resigns or his/her employment with the Company is terminated.
 - c. Any leave which is received from a Catastrophic Leave Account which was not used at the time the catastrophe ceases to exist or upon the resignation or termination of the employment of the employee must be returned, to the employees who donated the sick leave time on a pro rata basis, based upon the number of hours donated by each employee.

H. Military Leave

The Company is committed to comply with the provisions of the Uniform Services Employment & Reemployment Rights Act (USERRA) as well as any and all provisions of the NRS relating to military leave. Employees shall be entitled to military leave, as now or hereafter authorized by law, to participate in National Guard or other military training or when called to active duty (deployed). Except as provided for in the law, there shall be no loss of seniority, sick leave or annual leave rights during such leave. An employee shall receive his/her regular pay, not to exceed fifteen (15) working days per year, while on such leave. Where required by the nature of an employee's military obligation, leaves without pay in excess of fifteen (15) working days may be granted for military service in time of war, national or state emergency, as proclaimed by the proper federal or state authorities, with reinstatement to be made at the expiration of such required period of leave as now or hereafter authorized by law.

I. Other Leaves

1. Voting Time

When an employee's assigned regular tour of duty is such that s/he cannot, in the opinion of management, reach his/her designated polling place during voting hours

of any federal, state, county or municipal election, s/he may be excused from his/her job by his/her immediate supervisor without the loss of pay for a period not to exceed one (1) hour, to enable him/her to vote in any such election. Employees are expected when possible to vote before or after their work shift.

2. Personal Business

No personal business will be conducted on company time.

3. Vacation Pay Rule

Pay for vacation will be at the employee's straight time rate of pay.

4. Bereavement Leave

In cases of death of an employee's immediate family member, requiring his/her attendance, the employee shall be granted five (5) days administrative leave off with full pay, if warranted and approved by the supervisor. "Immediate family" for the purpose of this section shall be limited to spouse, child, parent, grandchild, brother, sister, or grandparent of the employee or the employee's spouse or the employee's domestic partner (NRS 122A) or blood relatives within the third degree of consanguinity and living in the same household.

J. Leave of Absence for Negotiations

Any three (3) members of the Union's negotiations committee shall be granted, in aggregate, up to one-hundred (100) hours of leave from duty with full pay for meetings and/or hearings between the County and the Union for the purpose of negotiating the terms of this Agreement when such meetings and/or hearings are held pursuant to NRS 288, and providing that no more than one (1) committee member on behalf of the Union is from the same operating department of the Company. Negotiating leave from duty shall not exceed the following guidelines and shall be compensated as indicated:

a. The one hundred (100) aggregate hours of negotiations leave of absence during working hours shall be paid and Union reimbursement made in accordance with NRS 288.225 or as amended.

b. Negotiating Leave shall not be considered hours worked for the purpose of computing contractual or FLSA overtime compensation.

ARTICLE NO. 11 - REDUCTION IN FORCE:

Whenever, after determination by the Company that a reduction in force is necessary, due to lack of work or lack of funds, employees are to be laid off in the following order:

- A. Normal attrition resulting from employees retiring or resigning will be relied upon to the extent possible.
- B. Volunteers will be considered next. In the event the employee does volunteer, he shall be accorded all rights to reinstatement provided to laid-off employees by the Company.
- C. All temporary employees of the department shall be laid off before any remaining employees.
- D. Part-time employees shall be the next to be laid off.
- E. Initial employment probationary employees shall follow part-time employees.
- F. Regular employees in the reverse order of their Company seniority shall be reduced in the classification that is being reduced in force. If a tie exists between regular

employees, the order of the layoff shall be determined with the regular employee with the lowest last four (4) digits of the regular employee's social security number being reduced first.

- G. All regular employees who are affected by the reduction in force shall have the right to elect a reduction in classification to an equal or lower paid classification which the regular employee currently holds or held if such classification is under the same or different Supervisory classification supervising the classification affected by the reduction in force and the regular employee possesses more Company seniority in that classification than the regular employee sought to be bumped. However, a regular employee shall not have bumping rights, if the Company reasonably determines that the regular employee is no longer qualified to fill the classification, due to changes in the duties of that classification since the employee last filled that classification.
- H. An employee's appointment shall not be terminated before the employee has been made a reasonable offer of reassignment, if such offer is immediately possible in the determination of the Company.
- I. If the work becomes available within twelve months of the original layoff, a laid-off employee will be noticed of recall to the job from which s/he was laid off, in the reverse order of layoff. Laid-off employees shall be notified by certified mail at their last known address when they are recalled. A recalled employee must respond within ten (10) calendar days of receipt by certified mail or in person that they are accepting the offer of re-employment and shall forfeit all rehire rights and privileges. In the event the notice of delivery is not returned within ten (10) days of mailing, the Company may proceed to fill the position. A recalled employee shall have all benefit levels restored at the rate(s) earned at the time of layoff.
- J. For purposes of this Agreement, "classification" shall be defined as each titled position set forth in Article 2.
- K. **Severance**
If a layoff is implemented, the Company recognizes that employees who are no longer employed as a result may need of some type of remuneration to assist them in the period following the end of their employment.

Severance payments will only be utilized as a result of a lay-off and not as a result of voluntary resignation or for involuntary termination based on performance or behavioral deficiencies, i.e. termination for cause. Any part-time regular employee will receive severance pay on a pro-rated basis according to their scheduled hours.

Employees who have been laid-off and are eligible for severance payments will be paid biweekly on the employer's regularly scheduled pay-day. Severance pay is calculated on base pay only. Accrued but unused vacation and sick leave will be paid out to the employee as of the effective date of the lay-off according to the terms of the CBA and/or the Company policies. Vacation and sick leave will stop accruing as of the effective date of termination (lay-off).

Severance payments are based on full time consecutive period of employment with CC Communications based on the following:

Two full years or less of service

3 weeks of salary

Three full years through five years of service	4 weeks of salary plus 1 additional week for every year over three
Six full years through nine years of service	7 weeks of salary plus 1 additional Week for every year over 6
Ten full years through 19 years of service	12 weeks of salary plus 1 additional week for every year over 10
20 or more full years of service	24 weeks of salary plus 1 additional week for every year over 20 years not to exceed 29 weeks

Severance payments and benefits will cease to be paid if the former employee is employed, reemployed, hired as or by an independent contractor, or as a consultant by any state agency or subdivision of the state during the period s/he is receiving severance payments.

For an employee who meets the PERS service time and/or age requirements for full retirement at the time the lay-off notice is issued, the Company will, at the employee's request, purchase service credit for the employee at an amount equal to 75% of the value of the total severance package for which the employee is eligible.

ARTICLE NO. 12 - GROUP HEALTH, ACCIDENT and LIFE INSURANCE:

All employees are eligible for participation in the Company's group health, accident and life insurance plans. After the initial waiting period prescribed by the plans, an employee may elect to enroll in the Company sponsored plans. The Company shall pay the employee's monthly premium rate for coverage by the group health, dental, vision and life insurance plans including any increases in premium during the term of this Agreement.

ARTICLE NO. 13 - GRIEVANCE PROCEDURE:

A. Purpose: The purpose of the following grievance procedure shall be to settle, at the lowest possible administrative level, disputes concerning an alleged violation, misinterpretation, inequitable application or misapplication of a specific provision of this Agreement.

B. Confidentiality: The proceedings and actions taken as a result of the initiation and processing of a grievance pursuant to this Article shall be kept as confidential as may be appropriate at any level of the procedure.

C. Definitions:

1. A "grievance" is a complaint by an employee or the Union on behalf of an employee/s based upon an alleged violation, misinterpretation, inequitable application or misapplication of a specific provision of this agreement.
2. A "grievant" is an employee or the Union asserting a grievance.
3. A "working day" shall be defined as a normal Monday through Friday workday, holidays excluded.

D. Procedure:

1. **Step 1- Informal** The grievant must within ten (10) working days from the day the grievant knew, or should have known, of the act or condition on which a grievance is based, notify the grievant's immediate supervisor in writing that the grievant is filing an informal grievance and state the specific nature of the issue being grieved. Such written notification shall serve as notice to the grievant's immediate supervisor that the grievant wishes to meet with the supervisor to discuss the matter informally and shall include a proposed date and time to meet with the supervisor.

If the grievant does not present the grievance within the ten (10) working days as provided above, the grievant shall be deemed to have waived the grievant's right to grieve the matter. If within ten (10) working days of the supervisor receiving the informal grievance, s/he has not scheduled an informal meeting with the grievant, the grievant may proceed to the next step of the grievance procedure. If the grievant and the supervisor mutually agree to waive the meeting, the grievant may proceed to the next step of the grievance procedure.

2. The grievant has a right to have a Union representative present at any and all meetings held in connection with the grievance. At the informal stage the grievant must be present at the meeting with his/her supervisor since the grievant has indicated by filing an informal grievance the grievant's wish to meet with the supervisor. At any other grievance meetings held with the supervisor or other management official, the grievant will also be present unless the grievant has filed a written waiver with the supervisor or other management official at least two working days prior to the scheduled meeting.
3. **Formal Step 1.** If, within ten (10) working days after the meeting is held between the supervisor and the employee, the grievant is not satisfied with the resolution of the issue through the informal process, the grievant may submit the claim as a formal grievance in writing to the grievant's department manager. Within fifteen (15) working days the department manager shall render a decision and the reasons therefore in writing to the grievant, with a copy to the personnel representative.
4. **Formal Step 2** - If the formal grievance is not settled at Step 1, the grievant may submit the formal grievance in writing to the General Manager and must do so within ten (10) working days after receipt of the department manager's written decision. If the department manager failed to provide a written decision to the grievant within the time allotted, the grievant may submit the formal grievance to the General Manager and must do so within ten (10) working days of the date said decision was due.

Within fifteen (15) working days after receiving the written formal grievance, the General Manager shall meet with the grievant for the purpose of resolving the grievance. Within fifteen (15) working days of the meeting, the General Manager shall render his/her decision and the reasons for the decision in writing to the grievant, with a copy to the supervisor and the personnel representative.

5. Formal Step 3 - If the formal grievance is not settled at Step 2, the grievance may be submitted to arbitration and must be submitted within ten (10) working days of receipt of the written decision of the General Manager or the date the decision was due, whichever occurs first, upon written notice to the Company. Within fifteen (15) working days of receipt of the list, the arbitrator shall be selected from a list of seven (7) names supplied by the American Arbitration Union or the Federal Mediation and Conciliation Service, which decision shall be made by the Company and the Union collaboratively. In selecting the arbitrator, each party shall alternate in removing one name from the list until only one name remains. A coin toss shall decide which party shall strike first.
6. Arbitration: The arbitrator so selected shall promptly set a hearing to consider the grievance.

The initial costs of the services of the arbitrator shall be shared equally by the parties if the Federal Mediation Conciliation Service is used. If the American Arbitration Association is used the costs of the services of the arbitrator shall be equally split by the parties. Each party agrees to bear its own costs, fees and expenses in the preparation, presentation and participation in the case before the arbitrator.

The arbitrator's decision, which shall be final and binding on the parties, shall be rendered within thirty (30) days after the record is closed by the arbitrator.

The arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any of the provisions of this Agreement.

In the event that an arbitrator's award would cost the Company an amount in excess of \$25,000 for any one specific grievance or \$50,000.00 in the aggregate (more than one grievance) during the term of the Agreement, the Churchill County Commissioners shall have the final authority in the resolution of the grievance and the arbitrator's decision shall be advisory only as to any award of monetary damages. At the meeting of the Churchill County Commissioners acting as the Board for CC Communications scheduled subsequent to the arbitrator's decision and in conformance with the NRS, the decision and entire record of the arbitrator shall be presented to the Churchill County Commissioners for consideration, and both parties shall have an opportunity to present their position before the Churchill County Commissioners take final action on the grievance.

- E. Informal Presentation of Issues: Nothing contained herein shall preclude an employee, with or without representation, from bringing a problem not covered herein, through the chain of command to the General Manager, on an informal basis, nor will it preclude any grievance pending prior to the adoption of this procedure.
- F. Miscellaneous:
 1. An Employee may be represented at any level of the grievance procedure by a Union representative. Upon effecting a waiver releasing the Union from all

responsibility and liability, an employee may be represented at any level of the grievance procedure by a person of his/her own choosing.

2. A grievance may be withdrawn without prejudice at any step by the aggrieved party.

3. Any and all-time limitations as set forth in this Article may be modified by written agreement of both parties.

4. An arbitrator award that involves retroactivity shall not be made retroactive more than ten (10) working days prior to the date of filing of the grievance upon which the award is made.

5. A record of decisions shall be maintained by the Company and each decision shall be a precedent for future interpretation of Articles of this Agreement.

6. No retaliatory actions of any kind shall be taken by either party or participant against any other party, participant or representative in the grievance procedure based on such participation.

7. Any person responsible for conducting a meeting or hearing under this formal grievance procedure shall provide reasonable and timely notice to the parties.

8. The Union and the Company official holding the grievance meeting or hearing shall be responsible for notifying the participant/s they intend to have present at the meeting/hearing of the time and place of the meeting.

9. The Company will make a room available for holding any grievance meeting/hearing.

10. The Union shall have the authority to prosecute, settle and/or withdraw the arbitration at any level. The Union shall have the authority in deciding, at its discretion, the manner in which the grievance is prosecuted, settled, withdrawn including any requested remedies, at any level.

11. The grievant and one (1) employee Union Representative shall be released to attend any grievance meeting held during working hours without loss of pay.

ARTICLE NO. 14 - DISCHARGE & DISCIPLINARY PROCEDURES:

A. No employee, as defined in Article 2, shall be issued a written warning, suspended without pay, involuntarily demoted, laid off, or dismissed for disciplinary reasons without just cause and for the good of the public service.

B. An employee may request that a Union representative be present at any investigatory interview where it is reasonable to expect that disciplinary action may result and the Company will grant such request. It is the employee's responsibility to arrange for the presence of the Union representative at such interview and to ensure the Union representative appears in a timely manner. The Company is not required to delay a scheduled interview with an employee because the Union representative does not show up. The role of the Union representative at such interviews is primarily that of an observer and not an active participant. The Union representative may ask clarifying questions at such meetings.

C. At least ten (10) working days prior to the imposition of any disciplinary action, which triggers due process rights of an employee, i.e., suspension without pay, involuntary demotion, termination, etc. the Company shall provide the employee with notice of the proposed disciplinary action, which notice shall include the following:

1. Detailed statement of the factual and legal basis for the proposed action;
2. Copies of all statutes, ordinances, rules and/or regulations alleged to have been violated;

3. Copies of all documentary evidence used to support the proposed disciplinary action.
4. A statement advising the employee of his/her right to file a written response or to submit a written request for a pre-disciplinary conference with the Company official authorized to actually impose the discipline within five (5) work days of receipt of the notice of proposed disciplinary action at which time the employee shall present any evidence in defense or mitigation of the charge/s. The employee may be represented at this meeting by a Union representative.
5. A statement that the employee's failure to file a written response or request a pre-disciplinary conference in a timely manner, or to appear at the pre-disciplinary conference after requesting such will constitute a forfeiture of the employee's right to a pre-disciplinary/termination hearing. The employee may still file a grievance pursuant to Article 14.

D. No later than five (5) workdays from receipt of the employee's written response or conclusion of the pre-disciplinary conference, the Company official authorized to actually impose the discipline will issue a written decision to the affected employee. The written decision will inform the employee that:

1. The proposed disciplinary action will be implemented; or
2. The proposed disciplinary action will be modified, with an explanation; or
3. The proposed disciplinary action is rescinded, with an explanation.

E. Once an employee has been issued a disciplinary action as specified above other than involuntary demotion or termination, the record of the disciplinary action (suspension of 5 days or less or written warnings) with any attached documentation supporting the action shall be reviewed after three (3) years (18 months for written warnings) and removed from the employee's official personnel file provided there have been no other similar incidents for which disciplinary action was imposed by the Company. If there are similar incidents for which disciplinary action was imposed within three (3) years of a suspension of 5 days or less, the record of suspension and supporting documentation is not removed from the employee's personnel file. If there are similar incidents for which disciplinary action was imposed within 18 months for a written warning, the written warning will not be removed until another 18 months have elapsed without similar incidents for which disciplinary action was imposed.

F. The procedure specified in Subsection (C) need not be followed before dismissing or suspending an employee if the circumstances give the General Manager, in his/her opinion, reason to believe that the retention of an employee on active duty poses a threat to life, limb or property or may be seriously detrimental to the interest of the Company.

G. If in the opinion of the General Manager, the circumstances set forth in Subsection F, are present, the General Manager may temporarily assign the employee to duties in which those circumstances do not exist or, if the temporary assignment is not feasible:

1. Immediately place the employee on suspension with pay until the procedures set forth in Subsection B have been followed; or
2. Immediately dismiss or suspend the employee without pay. In this case, the General Manager shall attempt to inform the employee before the action is taken of the charges against him/her and provide the employee with an opportunity to rebut

the charges. The procedure set forth in Subsection C must be followed as soon as practicable after the immediate suspension or dismissal.

3. When a regular employee other than a probationary employee is terminated, the Company will pay the terminated employee for all annual leave accrued through the date the termination is effective.

H. After imposition of any such discipline involving the requirements of due process, the employee may elect to grieve the matter commencing at Step 3 of the grievance procedure

ARTICLE NO. 15 – CONFLICTING AGREEMENTS:

This Agreement supersedes all personnel rules heretofore in effect by the Company relating to those subjects addressed by the provisions of the Agreement to the extent such rules are in conflict with the terms of this Agreement. This Agreement does not preclude the Company from formulating new or additional rules and guidelines which are not in conflict with the terms of this Agreement or the provision of the Nevada Revised Statutes.

It is the Company's intention that rules, policies, procedures, and directives are to be interpreted and applied uniformly to all employees in this bargaining unit under similar circumstances. This in no way precludes the individual departments from promulgating their own rules and procedures providing that such rules and/or procedures are not in conflict with the terms of this Agreement.

ARTICLE NO. 16 - AMENDMENTS & DURATION of AGREEMENT:

A. This Agreement shall take effect July 1, 2024 and shall continue in force until June 30, 2029.

B. Amendments: If either the Union or the Company desires to modify or change this Agreement during its term, it shall serve written notice on the other party setting forth the nature of the modifications or changes. Failure of the other party to provide written comments or an answer to the proposed modifications within thirty (30) days of the required written notice shall be deemed an approval of the proposal. Any amendment, whether a proposed amendment or an alternative to a proposed amendment, that may be mutually agreed upon shall become part of the Agreement, effective on the agreed date.

C. The Company agrees to furnish sufficient copies of this Agreement to the Union for distribution by the Union of each employee who is or becomes a member of the bargaining unit.

D. The Company may reopen this Agreement during its term to address a "fiscal emergency" in accordance with the requirements of NRS 288.150(4).

ARTICLE NO. 17 - MANAGEMENT RIGHTS:

Based on the provisions of the Nevada Revised Statutes (specifically NRS 288.150 paragraphs 3 through 6), the Company and the Union agree that those subject matters which are reserved to the Company without negotiation include:

1. The right to hire, direct, assign or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline;

2. The right to reduce in force or layoff any employee because of lack of work, or lack of money, subject to mutual negotiation as to procedures for reduction in force;
3. The right to determine
 - a. Appropriate staffing levels and work performance standards, except for safety considerations;
 - b. The content of the workday, including without limitation workload factors, except for safety considerations;
 - c. The quality and quantity of services to be offered to the public; and
 - d. The means and methods of offering those services.
4. Safety of the public;
5. To take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as but not limited to natural disaster, civil disorder and military action;
6. The right and responsibility to manage the Company operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers and its employees.

CC Communications shall discuss subject matters outside the scope of mandatory bargaining, but it is not required to negotiate these matters.

ARTICLE NO. 18 – UNIFORMS:

The Company will furnish uniforms, consisting of shirts, pants and caps to Installation/Repairpersons, PBX Installer/Repairers, Line/Ground Workers, Toll Technicians, Combination Technicians, Cellular Technicians, Mechanics, Building Specialists, Warehousepersons and Splicers at no cost to the employee.

The Company will pay the cost of cleaning uniforms and other specialized work clothes. Company provided uniforms must be worn on the job for employees assigned to the job classifications specified and may be worn from an employee's residence to and from work.

Uniforms are optional for employees assigned to job classifications other than those specified above.

Employees in these classifications are required to wear Company provided shirts as a condition of employment (wearing Company provided pants and caps is optional.) It is the responsibility of the employee's supervisor to ensure that uniforms and pants are clean and in good repair. Employees who choose to wear a hat must wear a Company provided cap/hat. This article does not prevent an employee from wearing other non-logo hats with prior approval of the employee's manager. The Company will make available "polar" neck ties for any employee working outside.

ARTICLE NO. 19 - TELEPHONE CONCESSION:

A. Scope and Eligibility

Upon completion of their probationary period, all regular full-time employees will be eligible for a concession (discount) on services offered by the Company as delineated in the Schedule of Employee and Retiree Discounts. The company will not grant employees a concession on end user access charges. To be eligible for the concession, an employee's name must be listed as the responsible party on the account. Employees are limited to one directory listing. Two or more employees who reside at the same address will not be able to combine their discounts for any service to which they subscribe.

Employees may choose to have a payroll deduction made for the payment of their bill. If not enough funds are withheld from an employee's paycheck, the employee will be responsible for the payment of the balance of the charges incurred.

B. Delinquent Payments

After being delinquent in paying their bill three times within a twelve (12) month period or having a balance due on the 60 day past due report, employees will lose their concession benefit. Such concession will not be reinstated for one year from the last occurrence of delinquency, defined as an unpaid balance forward between billing statements.

C. Death, Termination or Retirement

The concession will automatically terminate upon the death or termination or the employee's employment with CC Communications. An employee who retires from CC Communications will be eligible only for the telephone concession (discount) covered by tariff.

D. Telephone Purchase Discount

CC Communications will allow regular full time employees who have completed their probationary period to purchase telephones and related equipment at a 25% discount from the retail rate for telephone products sold by the Company. This discount does not apply to already discounted items, promotional sales or special orders nor is it available to retirees. Employees may only use the Company discount for equipment purchase for their personal use or for the use of their immediate family residing in their household.

ARTICLE NO. 20 - -EDUCATIONAL ASSISTANCE:

A. Purpose

In an effort to provide an opportunity for employees to enhance their knowledge and skills and thus to augment their contributions to the Company's ability to provide quality service to its customers, CC Communications will provide educational assistance to employees who meet certain criteria.

B. Source of Funds

Each fiscal year during the budget approval process, CC Communications will allocate a designated sum to be used for educational assistance for full-time regular employees. Once these funds are exhausted each year, no more educational assistance will be awarded until the beginning of the next fiscal year.

C. Eligible Employees

Educational assistance funds will only be available to regular full time employees who have been with the Company for at least one year and who have been in their present position for at least one year.

D. Use of Funds

1. Work Related Classes

CC Communications will pay for courses at accredited educational institutions including technical schools that are directly related to an employee's *current* job duties. Payment by the Company can be used only for tuition and registration fees. Payment will be on a reimbursement basis. After the employee has successfully completed the class, s/he will submit proof of payment and verification of successful completion of the class in order to receive reimbursement from the Company.

2. Non-Work-Related Classes

CC Communications will reimburse employees for non-work-related courses that are required to obtain a degree if the following conditions are met:

- a. The employee must provide documentation that s/he has completed at least half of the educational curriculum needed to obtain a degree.
- b. The employee must show that his/her accumulated grade point average is at least at a C or equivalent level for undergraduate studies or at least at a B or equivalent level for graduate studies.
- c. The employee must provide documentation that s/he is not in financial arrears with the educational institution, nor on academic probation or suspension and has successfully completed the class in order to receive reimbursement from the company.
- d. Reimbursement will be for tuition only. (Books and related fees will not be reimbursed by the Company.)

E. Approval Procedure

Each employee must secure written approval for educational assistance from his/her immediate supervisor with concurrence from his/her manager and final approval from the General Manager that funds are available. The Human Resources Manager's concurrence is also required to ensure compliance with these policies. Processing of payments will be done by the Accounting Department. If an employee's request is turned down due to lack of available funds, that employee may resubmit his/her request no later than two months after the initial disapproval.

F. Annual Award Limitation

To prevent the requirement that CC Communications issue a 1099 (in compliance with IRS regulations), no employee shall receive more than \$5,720 in educational assistance in any calendar year.

ARTICLE NO. 21 - CIVIC DUTY & EAP LEAVE:

A. Court Leave

1. When Court Leave is Granted

Court leave will be granted to allow employees to serve as jurors upon presentation of an official notice of jury duty. Court leave shall also be granted to employees called as a material or expert witness in a court proceeding wherein, they are called by the Company, Churchill County or another public entity within the state of Nevada whenever served with summons, subpoenas, or other court orders. Employees shall

provide their supervisors with relevant documents verifying the need for court leave as soon as the need becomes known. Employees involved in a personal court or judicial proceeding must request annual leave to appear in such proceedings.

2. Compensation for Court Leave

Subject to the following conditions, regular employees on approved court leave shall receive their regular rate of pay for those hours spent in court and in round trip travel between their regular work site and the court location.

a. The employee’s regular rate of pay shall be limited to compensation for court and travel time which occurs during the employee’s regularly scheduled hours of work. Court leave will not result in payment of overtime or be considered as hours worked for purposes of determining eligibility for overtime, unless the court leave is related to the employee’s job responsibilities.

b. Upon completion of jury/court/witness service for which the employee received his/her regular pay, the employee will immediately forward any compensation received from the court or other party to CC Communications upon receipt. Reimbursements received for out-of-pocket expenses such as meals, mileage, and lodging may be kept by employees, unless the Company has reimbursed the employee for such expenses or such expenses were paid by CC Communications.

c. An employee shall not receive pay for the work time missed if s/he is required to miss work because of court appearances in a matter to which the employee is a party or to serve as a witness for a party who has filed an action against CC Communications or Churchill County. However, the employee may choose to use his/her annual leave.

B. Employee Assistance Leave

To encourage employees to utilize the employee assistance program, the Company will grant administrative leave for the first two visits and accompanying travel time to the EAP provider. Any subsequent visits up to the maximum provided by the Company should be charged to an employee’s leave balance. However, it is expected that regular full-time employees who make an appointment with the Employee Assistance Program (EAP) provider make every effort, unless it is an emergency situation, to schedule visits so as to allow for minimal use of work time. Employees should inform their supervisor that they are going to the EAP provider but need not disclose the reason for such visit.

IN WITNESS WHEREOF, the Company and Union have caused these presents to be duly executed by their authorized representatives this 5/7/2024 day of _____, 2024.


CC Communications
DocuSigned by:
By: Mark Feest 5/7/2024
2E859F43D4DB403
Mark Feest, General Manager/CEO

Attest: Shelly Bunyard 5/7/2024
DocuSigned by:
AC9C8C47CE8E469...
Shelly Bunyard, Administrative Assistant

Communication Workers of America, District 9

By: Per Marc Ellis, Robert Longer's signature is not needed.
Robert Longer, Staff Representative CWA

Communication Workers of America, Local 9413

By:  5/7/2024
1A6A00371C244D2
Marc Ellis, President CWA, Local 9413

Communication Workers of America, Local 9413

By:  5/7/2024
504D8F6D7C7342B
Larry Tucker, Member CWA, Local 9413

APPENDIX A

Effective FFPP following 7/1/2024
 Wage Scale 2024-2025 with Cola increase .045

<u>Step</u>	<u>CHT 6</u>	<u>CHT17</u>	<u>CHT18</u>	<u>CHT25</u>	<u>CHT26</u>
1	15.93	16.36	17.65	18.06	18.55
2	17.34	17.93	18.86	19.63	20.16
3	18.77	19.75	20.31	21.31	21.89
4	20.54	21.75	22.36	23.08	23.74
5	22.27	23.90	24.53	25.00	25.69
6	24.30	26.25	26.80	27.03	27.79
7	26.31	28.85	29.17	29.40	30.21
8	28.67	31.80	32.10	32.45	32.76
9	31.17	34.91	35.25	35.44	35.53
10	32.31	36.18	36.55	37.47	38.57
11	34.19	38.49	38.88	40.71	42.02

Differentials: Foreperson \$2.00 per hour
 Intervals between steps are yearly

Differentials: CDL \$1.00 per hour

CHT 6 General Clerk
 Plant Record Clerk
 Trouble Desk Clerk
 Customer Service Clerk

CHT17 Customer Services/Sales Rep

CHT 18 CAD/GIS Technician

CHT 25 Line Assigner
 Line/Ground Worker
 Installer/Repairer

CHT 26 Building Specialist
 Splicer
 C.O. Technician
 Combination Technician
 Combination Technician PBX/DSL
 PBX Installer/Repairer
 Toll Technician
 Warehouseperson



CC Communications Agenda Report

Date Submitted: May 7, 2024

Agenda Item #: New Business - B
Meeting Date Requested: June 6,
2024

To: Board of Churchill County Commissioners
From: Mark Feest, General Manager / CEO
Subject Title: Consideration and possible action re: update to the CC Communications
Scholarship Policy

Type of Action Requested: Accept

Does this action require a Business Impact Statement? No

Recommend Board Action: motion to approve the updates to the CC Communications
Scholarship Policy

Discussion: This policy is being updated under the performance criteria of the CC
Communications Scholarship Policy. The current policy states a student must complete 12 credit
hours per semester. We would like to update the policy to state that the student must complete
full-time credit hours per semester. This update is due to different colleges allowing various
amounts of credits that are considered full-time.

Alternatives: Maintain current credit requirement

Fiscal Impact:

Explanation of Impact:

Funding Source:

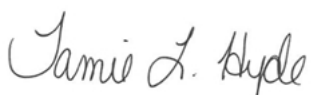
Prepared By: Shelly Bunyard, Administrative Assistant

Reviewed By:



Mark Feest, General Manager

Date: May 23, 2024



Jamie Hyde, Chief Financial Officer

Date: May 23, 2024

Board Action Taken:

Motion: _____

1) None Aye: 0

2) None Nay: 0



(Vote Recorded By)

The submission of this agenda report by county officials is not intended, necessarily, to reflect agreement as to a particular course of action to be taken by the board; rather, the submission hereof is intended, merely, to signify completion of all appropriate review processes in readiness of the matter for consideration and action by the board.

CC Communications Scholarship Overview & Process

Purpose:

CC Communications Scholarship is intended to encourage and support the pursuit of accredited four-year degrees, graduate studies, and trade certifications by children of employees and retirees, with a preference to those students seeking STEM degrees.

Funding:

Each year CC Communications will fund the scholarship account with \$9,000.00 funding to fully fund two scholarships. Scholarships will only be awarded when fully funded in advance.

Rollover:

In the event no scholarship is awarded in a given year, the \$9,000.00 funding will rollover and be available for funding multiple scholarships in a future year. Similarly, in the event a student does not use the entire awarded scholarship, remaining funds will be available for additional scholarships in a future year. In any year that management projects the fund reserve exceeding \$27,000.00 due to lack of use, management will skip funding that fiscal year.

Qualifications:

Four-year degrees and graduate studies:

Recipient shall be a child of a CC Communications employee or retiree with a cumulative HS GPA of 3.2 or better and a cumulative ACT or SAT at or above the 75%.

Criteria for selection (in order of weight):

GPA/Standardized test scores

Extra curricular activities (in no particular order)

- Consistency with proposed major
- Indicative of community service
- Indicative of personal responsibility

Preference given to those entering 4 year programs

Trade Schools Certification:

Recipient shall be a child of a CC Communications employee or retiree entering a trade program that leads to eligibility for certification by a nationally recognized certifying body for the trade.

Criteria for selection

- Essay / statement of goals and how the training will assist in achieving career goals.
- Demonstrated past experience or participation in field.
- Extracurricular activities (in no particular order)
 - o Consistency with trade program of study
 - o Indicative of community service
 - o Indicative of personal responsibility

Term:

The term of this scholarship is 8 semesters for a bachelor's degree and can be adjusted to 4 semesters for an associate degree with preference given to a bachelor degree. In the event a student completes a bachelor's degree prior to 8 semesters, the remaining scholarship may be used for graduate studies if the student transitions directly to a graduate program. (not to exceed \$6,000.00). Funding for trade school programs is up to \$3,000.00 and can extend 24 months from graduation.

Payments:

Payment for college programs will be \$750.00 per semester or \$1,500.00 per school year. Payments will be made after submittal of proper documentation of performance. Payments for trade school may be made one time per calendar year for up to the total award, or the cost of the program (not to exceed \$3,000.00).

Payments will be made directly to the college or trade school only.

Performance criteria:

The overall GPA must be 3.0 with at least full time credit hours completed per semester. If these criteria are not met then the scholarship will terminate

Cost to CC Communications:

The cost to CC Communications will be \$9,000.00 per year.


Administration:

In the event the number of applicants in a given year exceeds available funds, a committee of employees and/or retirees will be formed to consider the candidates. In no case will the committee include a member whose child has applied for a scholarship in the year under consideration.

APPROVED: _____
Myles Getto, Chairman

APPROVED: _____
Harry Scharmann, Vice, Chairman

APPROVED: _____
Justin Heath, Commissioner



Mark Feest, General Manager/CEO



CC Communications Agenda Report

Date Submitted: May 23, 2024

Agenda Item #: New Business - C
Meeting Date Requested: June 6,
2024

To: Board of Churchill County Commissioners
From: Mark Feest, General Manager
Subject Title: Consideration and possible action re: Alignment of employees not covered by the Collective Bargaining Agreement with new terms of the Collective Bargaining Agreement.

Type of Action Requested: Accept

Does this action require a Business Impact Statement? No

Recommend Board Action: motion to approve alignment of employees not covered by the Collective Bargaining Agreement with the following terms: (1) one time non PERS payment of 1.5% of one year straight time for all non CBA covered employees excluding the GM, and payable on last paycheck of FY 2023-2024, and (2) modify sick leave payout policy upon retirement or death to reflect a maximum of \$15,000.

Discussion: CC Communications management agreed to a Tentative Agreement with the collective bargaining unit representatives. The Board approved that agreement, which resulted in CBA covered and non-CBA covered benefits becoming out of alignment. Management believes that some of the changes should align in order to ensure an efficient and focused workforce, as well as maintain fairness. Changes to the existing agreement that should be carried over to non-CBA employees are: (1) one-time non PERS payment of 1.5% of one year straight time for all non-CBA covered employees, excluding the GM, payable on the last paycheck of FY 2023-2024, and (2) increase of sick leave payout upon retirement or death from \$10,000 max to \$15,000 max.

The previous Collective Bargaining Agreement entered into 5 years ago contained, among other items, these two provisions. At that time, the GM made the same request to carry over these two provisions to non-CBA covered employees. The GM believes that failure to carry over these two provisions would create future disincentives for employees to move from union to non-union positions, which will need to be filled internally. The Board determined that carrying over those provisions was appropriate and worked to the benefit of CC Communications.

Alternatives: Choose not to align non-CBA employee benefits with modified CBA benefits.

Fiscal Impact: Approximately \$34,120.00

Explanation of Impact: N/A

Funding Source: \$34,120.00 FY 24 budget
\$5,000.00 for FY 25 budget

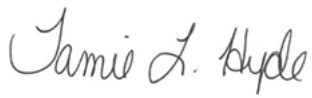
Prepared By: Shelly Bunyard, Administrative Assistant

Reviewed By:



Mark Feest, General Manager

Date: May 24, 2024



Jamie Hyde, Chief Financial Officer

Date: May 24, 2024

Board Action Taken:

Motion: _____

1) None	_____	Aye: 0
2) None	_____	Nay: 0



(Vote Recorded By)

The submission of this agenda report by county officials is not intended, necessarily, to reflect agreement as to a particular course of action to be taken by the board; rather, the submission hereof is intended, merely, to signify completion of all appropriate review processes in readiness of the matter for consideration and action by the board.