

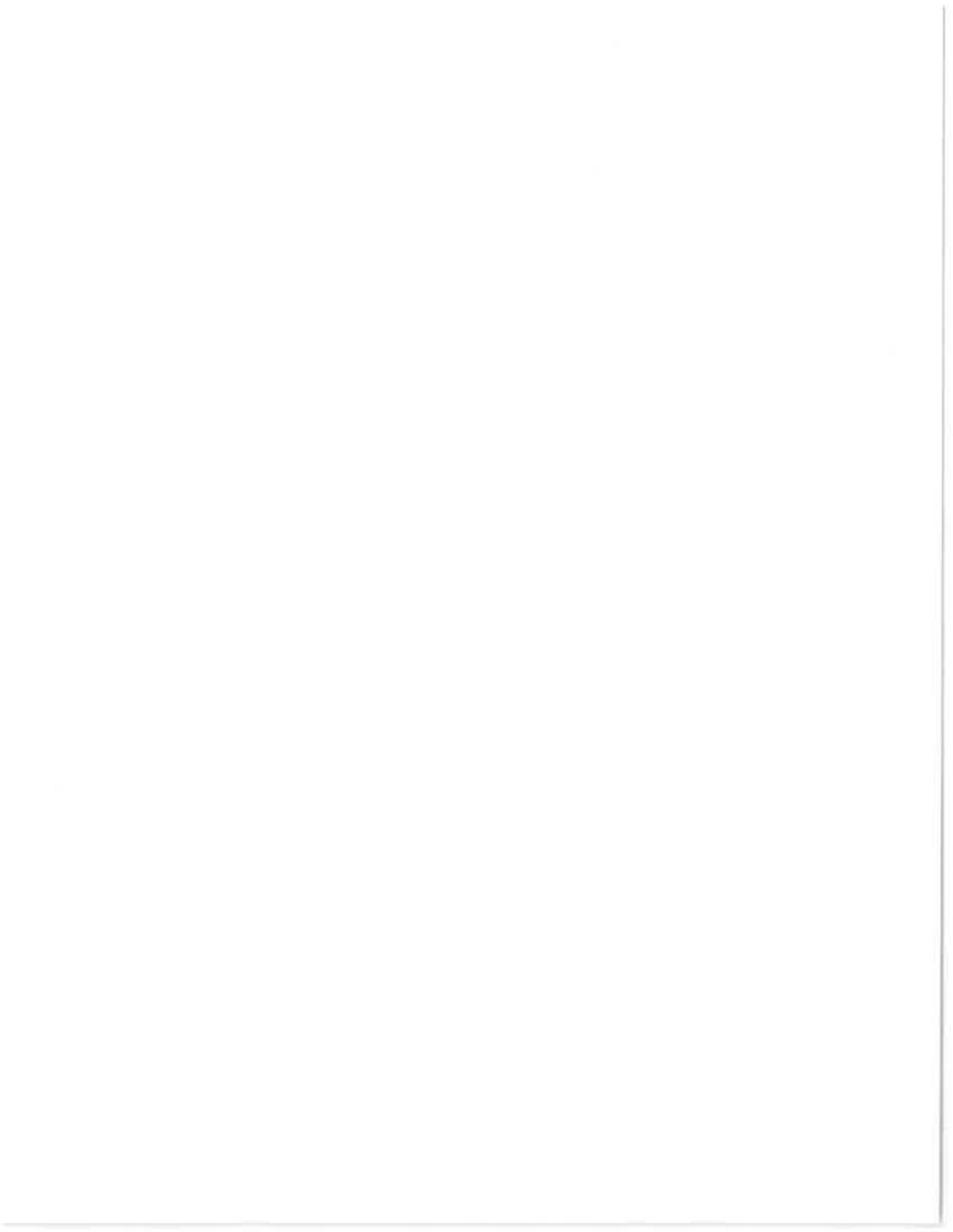


Your Community of Choice



***Local Agreements Between
The City of North Las Vegas
And Teamsters Local 14***

July 1, 2008 - June 30, 2011



TEAMSTERS
ADMINISTRATIVE
AGREEMENT

July 1, 2008 – June 30, 2011



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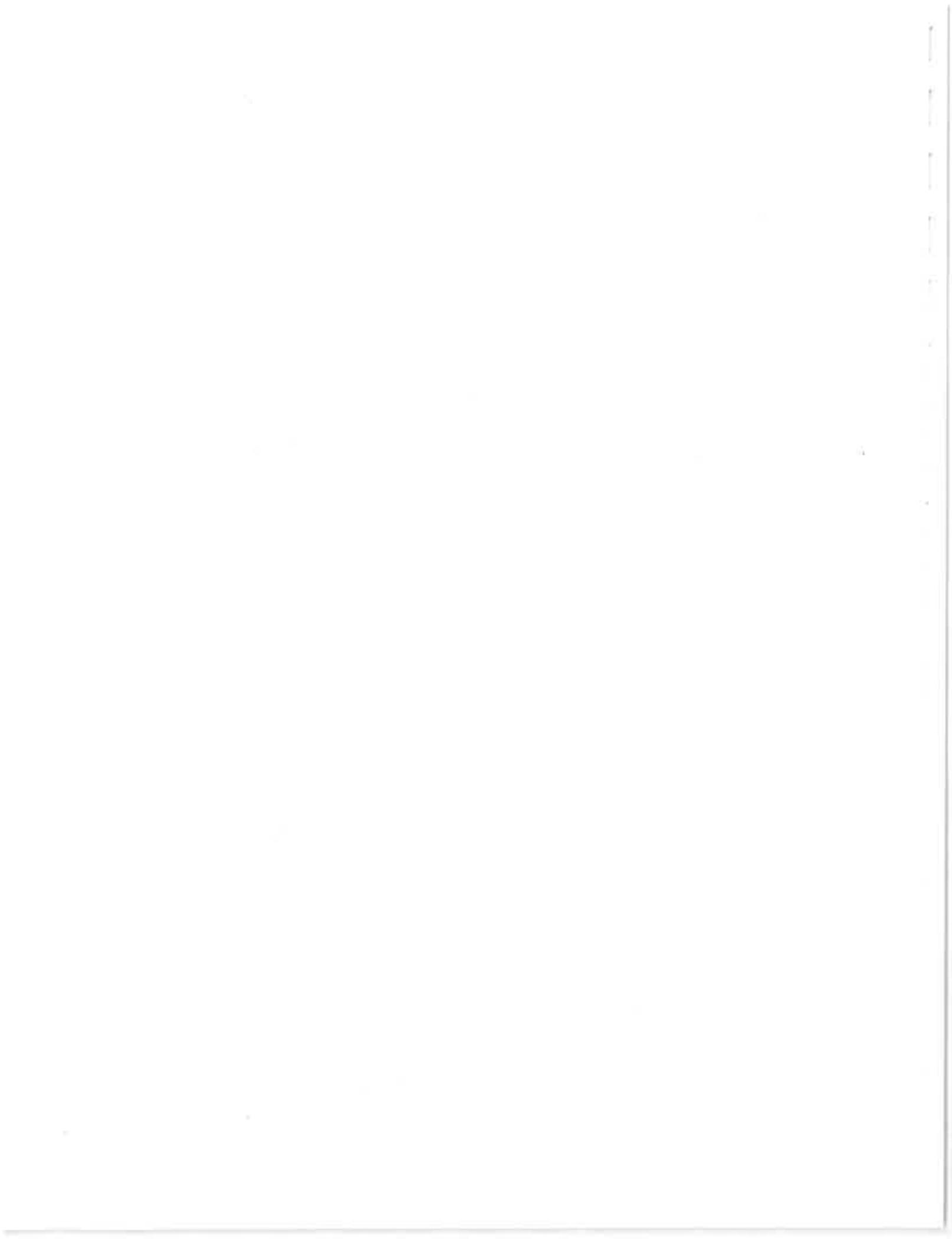
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ADMINISTRATIVE UNIT

PREAMBLE

THIS AGREEMENT made pursuant to the local Government-Employee Management Relations Act (Nevada Revised Statutes 288) by and between the CITY OF NORTH LAS VEGAS, NEVADA, a local government employer, hereinafter referred to as "CITY", and the GENERAL SALES DRIVERS, DELIVERY DRIVERS, AND HELPERS, LOCAL #14, affiliated with the International Brotherhood of Teamsters, as the recognized bargaining agent for those classifications identified as Exhibit A, hereinafter referred to as the "UNION".

PURPOSE AND INTENT

- A. The general purpose of this Agreement is to set forth wages, hours, terms and conditions of employment for the duration of this agreement and to promote orderly and peaceful labor relations for the mutual interest of the City in its capacity as an Employer, the Employees, and the Union.
- B. The parties recognize that the interest of the community and the job security of the City employees are dependent upon the parties working together toward achieving the goal of excellence for the City.
- C. To these ends the City and the Union encourage, to the fullest degree, cooperative relations between the respective representatives at all levels and among all employees.
- D. It is agreed by the City and the Union that the City and Union are legally and morally obligated to provide equality of opportunity, consideration, and treatment of all employees of the City and, accordingly, will ensure such equality of opportunity, consideration and treatment of all persons employed in the bargaining unit in all phases of the employment process, in accordance with applicable State and Federal laws.

ARTICLE 1 - RECOGNITION

Section 1.1 - Union Bargaining Agent - Pursuant to and in conjunction with the provisions of the Local Government Employee-Management Relations Act (NRS 288), the City recognizes the Union as the exclusive bargaining agent for the regular employees and classifications in the bargaining unit as hereinafter defined in Exhibit A. All terms used herein have definitions ascribed to them by said Act.

Section 1.2 - Definition of Employee - Whenever used in this Agreement, the term "employee" shall mean those persons having a regular full time or regular part-time appointment to the work force of the City in the designated classifications listed in Exhibit A.

Section 1.3 - Definition of Probationary Employee - An employee who has not completed the initial probationary period, and whose regular appointment has not been confirmed. The probationary employee has no appeal rights.

Section 1.3.a - New Hire Employees - All new hires shall be subject to a probationary period of one (1) year. The Director of Human Resources or his designee may confirm the employee any time within the probationary period. There will be no extension of probation except in cases where the Union and the City agree. The discipline or discharge of a probationary employee shall not be deemed a breach of the collective bargaining agreement or subject to the grievance or arbitration procedure.

Section 1.3.b - Promotions/Changes in Designated Job Classifications - A promotion is a position at a higher level of pay and responsibility. All promotions and changes in designated job classifications shall be subject to a qualifying period of three (3) months, which may be extended by the agreement of the Union and the City. An employee who has been promoted shall be evaluated in writing by their supervisor once during their qualifying period. The employee has four (4) working days after receiving their formal evaluation to return to their previously designated job classification. Should an employee fail the qualifying period, the employee will be returned to last classification held; without loss of seniority. The Director of Human Resources or designee may confirm the employee at any time within the qualifying period.

Section 1.4 - Definition of Permanent Part-time Personnel - Permanent part-time personnel are persons selected from an eligible list who work eighteen (18) hours or more every week and who shall receive: a) sick and annual accrual on a pro rata basis at the same rate as their annual workweek bears to the regular workweek of full time employees, and b) medical benefits in accordance with Article 12.

Section 1.4.a - Definition of Temporary and/or Seasonal Personnel - Temporary and/or seasonal personnel are persons hired by the City to work for a period not to exceed two hundred forty (240) consecutive calendar days. At the end of this time, the position shall remain vacant until permanently filled in accordance with Article 8, Section 8.5.a. Such personnel shall acquire no rights under the contract.

Section 1.5 - Recognition/Withdrawal - Recognition of the Union as the bargaining agent for those employees that come under the designated classifications listed in Exhibit A of this Agreement shall be withdrawn by the City at such time as the Union ceases to be supported by a majority of the local government employees so classified.

Section 1.6 - City Bargaining Agent - The Union recognizes the City Manager or designee as the exclusive bargaining agent for the City.

Section 1.7 - Union Member List - In November of each year during the term of the contract, the Union agrees to furnish the City a written list of the names of all its current officers and stewards representing employees under this contract and with the names of Union members in good standing covered by this Agreement.

Section 1.8 - Designated Classifications - All new designated classifications or changes to existing classifications included within the bargaining unit shall be determined by the City. The City shall notify the Union in writing, eight (8) working days prior to its intention to establish such changes. Should the

Union wish to bargain over the proposed wage rates, it shall so advise the City within eight (8) working days of receipt and the parties shall bargain. If agreement is not reached within sixteen (16) working days following receipt by the Union of the City's written notice, the City may implement its proposed wage rate. The Union may exercise its rights pursuant to the arbitration provisions of the Agreement.

Section 1.9 - Union Membership/Non-Membership - It is the right of each employee to join or refrain from joining the employee organization of their choice. Neither the City nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against such employees because of lawful Union membership or non-membership activity or status.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 2.1 - Retention of Managerial Prerogatives - Except as expressly modified or restricted by a specific provision of this Agreement, the management of the City and the direction of the work force, including, but not limited to, the services performed, the location of the work force, the schedules and fair standards of employee performance, the schedules and hours of shifts, the methods, processes, and means of providing services, the processes, services and materials to be purchased, contract and subcontract, the right to hire, promote, demote, and transfer employees, to establish reasonable rules of conduct, to discharge or discipline for cause, and to maintain efficiency of employees, are the sole and exclusive rights and responsibilities of the City. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this agreement. Pursuant to the City's right to establish reasonable rules of conduct, the City and the Union agree to Standards of Conduct as set forth in City policy.

Section 2.2 - Non-Mandatory Subjects - The Union acknowledges that in respect to any non-mandatory subjects of bargaining, as defined in NRS 288.150, which are included in this Agreement, the City is not waiving or in any way limiting its rights under NRS 288.150 to refuse to bargain over non-mandatory subjects during these or in future negotiations of this Agreement.

Section 2.3 - Discipline, Discharge and Resignation

Section 2.3.a - Discipline for Just Cause

Once probation is successfully completed, an employee shall be subject to discipline for just cause. (See Exhibit B)

Section 2.3.b - Forms of Discipline - According to the gravity of the transgression, discipline may be in the form of any one or combination of the following:

- 1) Oral Reprimand
- 2) Written Reprimand
- 3) Suspension without pay
- 4) Demotion

5) Permanent separation

In those cases where the Human Resources Department perceives a significant hazard to the public or other workers in keeping the employee on the job, an employee may be suspended without pay until a decision is rendered. Suspension without pay shall not exceed thirty (30) calendar days. Should time served on suspension without pay exceed the disciplinary time off, an appropriate adjustment will be made.

While the City uses various business forms in the workplace, only those forms in this section listed as "forms of discipline" Items 1 - 5 shall be considered discipline for the personnel file.

Section 2.3.c - Removal of Discipline - Any discipline older than 2 calendar years may not be relied on for progressive discipline. However, in the event the discipline is arbitrated, the arbitrator shall consider the employee's entire record. The arbitrator will determine the appropriate weight of such evidence.

Section 2.3.d - Investigations - All employees shall be entitled to an investigation conducted by the City before a disciplinary hearing is scheduled. The investigation will be performed by the respective department and shall be supervised by the Human Resources Director or designee. The investigation will be conducted within thirty (30) calendar days of the event, or when the City should have gained reasonable knowledge of the event, which may lead to a disciplinary hearing. In the Police Department, Internal Affairs will not perform Teamster investigations except in criminal matters. However, supervisors in the Police Department employee's chain of command may perform investigations. Should the need arise, the Union will grant an extension of time for the Human Resources Department to conduct additional research. If no extension of time was requested and the City fails to proceed to a hearing in a time frame outlined above then no formal disciplinary action may be taken against the employee.

Section 2.3.e - Hearing - Prior to imposing discipline which involves demotion, suspension and/or permanent separation, the employee shall be entitled to a Hearing conducted by the Human Resources Department in accordance with the following:

1. Employee shall receive written notice of the Hearing and the charges with reasonably sufficient detail and supporting documentation no less than four (4) working days prior to the Hearing. Should the need arise, the City will grant the Union time to do additional research.
2. The Union shall receive written notice of the charges against the employee, with supporting documentation.
3. Employees shall have the opportunity to present their side of the story (orally or in writing at the employee's option).
4. At the Hearing, the employee shall designate an address where the Notice of Decision shall be received. It shall be the responsibility of the employee to advise the Director of Human Resources in writing of any address change.
5. A written decision shall be rendered as soon as practicable. In any event, within sixteen (16)

working days after the Hearing date, a decision shall be rendered and submitted to the Union and the employee in person or by certified mail to the address so designated and shall become effective upon the mailing date.

Section 2.3.f - Appeal - The discipline hearing decision may be appealed by the employee in accordance with Article 6 - Grievance Procedure.

Section 2.3.g - Resignation - Any employee who resigns shall submit his resignation in writing including an effective date at least two (2) weeks in advance. Employees are encouraged to provide more notice, if possible. However, if the employee does not render good and satisfactory service during the notice period, the City reserves the right to determine an earlier date of separation without pay. The City Manager, with the recommendation of the Director of Human Resources, may shorten or waive the notice period. If the period is shortened at the City's request, the City shall pay up to the full two (2) week period and the employee shall be deemed to have continued his employment for the two (2) weeks for purposes of all benefits provided under this Agreement. Employees are encouraged to provide more notice if reasonable.

ARTICLE 3 - UNION RIGHTS

Section 3.1 - Shop Steward

Section 3.1.a - Recognition of Shop Steward - For each department of the City, the Union may designate and the City will recognize shop stewards to serve as the Union's agent in the representation of employees up to the Department Director level after which all dealings will be turned over to the Chief Shop Steward or Union Business Agent for resolution. The City shall not be required to recognize any employee as a shop steward unless the Union has informed the City, in writing, of the employee's name and the department for which he has been designated as shop steward. Nothing herein shall preclude the Shop Steward that originated the grievance from being present at further discussions.

Section 3.1.b - Compensation of Chief Shop Steward While Engaged in Union Activity - The City shall allow the designated Chief Shop Steward paid time off from his/her normal job function to investigate grievances and participate in all steps of the grievance and arbitration process. The Chief Shop Steward shall also receive paid time off from his normal job functions to participate in the negotiation process. The Chief Shop Steward will keep his/her supervisor informed of his/her whereabouts and activities and will continue to follow vacation and sick leave request, approval and usage policies. The Chief Shop Steward may, with the prior permission of his immediate supervisor, meet with an employee during working hours provided it does not interfere with the employee's Chief Shop Steward's assignment. The City will pay such Chief Shop Steward, at the straight time rate of pay for such Chief Shop Steward's designated job classification, for scheduled work hours lost in investigation and presentation of a grievance. It is understood by the parties that there is only one (1) designated Chief Shop Steward.

Section 3.1.c - Compensation of Shop Stewards While Engaged in Union Activity - Except as specifically provided in this Section 3.1.b, a shop steward shall not receive additional compensation from the City for his duties as a shop steward. For the purpose of investigating and presenting a grievance under the grievance procedure set forth in Article 6 of this Agreement, a shop steward may, with the prior

permission of his immediate supervisor, meet with an employee during working hours provided it does not interfere with the employee's or steward's work assignment. The City will pay such shop steward, at the straight-time rate of pay for such shop steward's designated job classification, for scheduled work hours lost in investigation and presentation of a grievance.

Section 3.2 - Distribution of Union Literature - The Union may post informational notices on existing bulletin boards provided by the City for that purpose or the Chief Shop Steward may use the City's e-mail network. Such notices shall be received by the Director of Human Resources. Such notices must first be initialed by either the Business Agent, the Secretary-Treasurer, or the Chief Shop Steward of the Union prior to posting.

Section 3.3 - Union Visitation - The Secretary-Treasurer, Business Agent or Chief Shop Steward of the Union as representatives of the Union shall be given authority to enter the premises of the City during any shift for the purpose of investigating working conditions of employees covered by this Agreement, to assist in the settlement of grievances arising under this Agreement and to post informational or e-mail notices relative to Union activities. Whenever possible the Secretary-Treasurer or Business Agent shall notify the Director of Human Resources or his office prior to entering the premises. It is agreed that the Union representative shall conduct himself so as not to interfere with efficient operations of the City.

Section 3.4 - Union Negotiations Representatives - The City agrees to allow a maximum of three (3) employee representatives to sit at the bargaining table for the purpose of negotiations without loss of pay or deduction from the employee's leave time. To ensure a three (3) member Union bargaining panel, the Union shall designate one (1) alternate employee representative to serve on an as needed basis. If for any reason, additional employees are needed for informational purposes, upon agreement by the joint bargaining committee, said employee will be called into the meeting without loss of pay. The joint committee shall determine what expertise is necessary. The City shall not be obligated to pay employee representatives for time the employee was not scheduled to work.

Section 3.5 - Right to Representation - Guarantees the right of employees to the presence of a representative (shop steward, business agent, or peer), if requested, and if the employee has reasonable grounds to fear that the interview could lead to disciplinary action. The right arises only in situations where the employee requests representation. The employee's right to request representation as a condition of participation in an interview is limited to situations where the employee reasonably believes the investigation will result in disciplinary action. Exercise of the right may not interfere with legitimate employer prerogatives. The employer has no duty to bargain with any representative who may be permitted to attend the investigatory interview. The representative must not otherwise be connected to, or the subject of, the same investigation.

ARTICLES 4 - STRIKES AND WORK ACTIONS

Section 4.1 - No Strikes - The Union and employees agree that they will not cause, permit or authorize a strike, sit down, slow down or any work stoppage or limitation of service during the term of this Agreement. Any employee who ceases work to engage in any unauthorized work stoppage may be discharged or otherwise disciplined by the City. The City agrees not to lock out any employees.

Section 4.2 - Strikes - In the event of a strike, sit down, slow down or any work stoppage or limitation of service during the term of this Agreement; the Union will attempt to secure an orderly return to work within four (4) hours of such notification. This obligation and the obligations set forth in Section 4.1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to stoppage or by whether such subject matter is or is not subject to the grievance and arbitration provisions of this Agreement.

Section 4.3 - No Strike Benefits/Wages - It is understood that employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, sit down, slow down or any work stoppage or limitation of service during the term of this Agreement.

Section 4.4 - Employee Rights - Unless otherwise prohibited by federal or Nevada law, employees shall not be required to:

- 1) Enter upon any property involved in a lawful primary labor dispute under circumstances where entrance to such property will necessitate crossing of a lawfully constituted picket line sanctioned by the Union or,
- 2) Work in riots or civil disorders, unless necessary to provide emergency or essential services in a City Manager declared emergency. Police or equivalent protection shall be afforded if an unreasonable risk of injury is present.

ARTICLE 5 - CHECKOFF

Section 5.1 - Union Dues and Initiation Fees - The City agrees to deduct Union dues and initiation fees from the paycheck of each employee within the bargaining unit who has signed an authorized payroll deduction card for the amount certified in writing to the City by the Union as the current rate of membership dues. The City will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.

Section 5.2 - Fund Remittance - Such funds shall be remitted by the City to the Treasurer of the Union within fifteen (15) days after such deductions. The employee's authorization for such deduction is revocable subject to the conditions outlined on the check-off authorization or upon termination of employment.

Section 5.3 - Deduction Controversy - Should any controversy arise regarding such deductions, the Union will hold the City harmless from any liability incurred by the City which is directly or indirectly related to such controversy by virtue of the wrongful application or misapplication of the check-off clause.

ARTICLE 6 - GRIEVANCE PROCEDURE

Section 6.1 - Definition of a Grievance - A grievance is a dispute between the Union and the City involving the interpretation or application of this Agreement. Resolution of disputes relating to interpretation or application of this collective bargaining Agreement shall be settled in accordance with

the terms of this Article. The procedures set forth in this Article shall be the exclusive remedy for any such dispute.

Section 6.2 - Procedural Steps

Section 6.2 - Informal Discussion With Immediate Supervisor - Not later than fourteen (14) calendar days after the event giving rise to the grievance, or fourteen (14) calendar days after the employee could have learned of the event giving rise to the grievance, whichever is later, the employee must discuss the grievance with his immediate supervisor. If no supervisor is available, request should be made to the next level of authority. The immediate supervisor or next level of authority shall respond orally to the employee no later than fourteen (14) calendar days thereafter. The employee may request a union representative be in attendance at the meeting. If the grievance is not settled during the informal discussion, it may proceed to Step 1.

Section 6.2 - Step 1 - Written Grievance to Immediate Supervisor - If the grievance is not settled during the informal discussion, the Union representative must submit the written grievance to the immediate supervisor no later than fourteen (14) calendar days after the supervisor's oral response. The immediate supervisor shall give his written answer to the grievance within fourteen (14) calendar days of its receipt. If the grievance is not resolved at this level, it may proceed to Step 2.

Section 6.2 - Step 2 - Written Grievance to Department Director - If the grievance is not settled at Step 1, the Union representative, no later than fourteen (14) calendar days after receipt of the employee's immediate supervisor's written answer the employee may present the written grievance to the Department Director or his/her representative. The Department Director or representative shall respond in writing to the grievance within fourteen (14) calendar days of its receipt. If the grievance is not resolved at this level, it may proceed to Step 3.

Section 6.2 - Step 3 - Written Grievance to Director of Human Resources - If the grievance is not settled at Step 2, the Union representative, not later than fourteen (14) calendar days after receipt of the Department Director's written answer, may present the written grievance to the Director of Human Resources. Not later than fourteen (14) calendar days after receipt of said written grievance, the Director of Human Resources shall meet with the employee and the Union representative. The Union shall present all evidence that is reasonably known to it so that the grievance can be fully reviewed and properly acted upon. The Director of Human Resources shall give his written answer to the grievance within fourteen (14) calendar days after such meeting, and that answer shall be final and binding on the employee, the Union and the City, unless it is timely appealed to arbitration by the Union in accordance with the procedures set forth in Article 7 of this Agreement.

Section 6.3 - Written Presentation - All grievances presented at Step 1 of the procedure set forth in Section 6.2 of this Agreement shall set forth: the facts giving rise to the grievance; the provision(s) of the Agreement, if any, alleged to have been violated; the names of the aggrieved employee(s); and the remedy sought. All grievances set forth in Section 6.2 of this Agreement shall be signed and dated by the aggrieved employee and his Union representative. All written answers submitted by the City shall be signed and dated by the appropriate City representative.

Section 6.4 - Time Limitations - The time limitations set forth in this Article 6 and/or mutually agreed

upon time extensions in writing are of the essence of this Agreement. No grievance shall be accepted by the City unless it is submitted or appealed within the time limits set forth in Section 6.2 of this Agreement. If the grievance is not timely submitted in Steps 1 through 3, it shall be deemed waived and considered a non-issue. If the City fails to answer within the time limits set forth in Section 6.2 of this Agreement, the grievance shall automatically proceed to the next step.

ARTICLE 7 - ARBITRATION PROCEDURE

Section 7.1 - Appeal Procedure - Any grievance, as defined in Section 6.1 of this Agreement, that has been properly and timely processed through the grievance procedure set forth in Article 6 of this Agreement but has not been settled at the conclusion thereof, may be appealed to arbitration by the Union serving the City with written notice of its intent to appeal. The failure to appeal a grievance to arbitration in accordance with this Section 7.1 within fourteen (14) calendar days (as indicated by Human Resources Department date/time stamp) after receipt of the City's written answer at Step 3 of the grievance procedures set forth in Article 6 of this Agreement shall constitute a waiver of the Union's right to appeal to arbitration, and the City's written answer at Step 3 of the grievance procedure shall be final and binding on the aggrieved employee, the City, and the Union.

Section 7.2 Selection of Arbitrator - An arbitrator shall be called in numerical order according to a list mutually agreed upon by the Union and the City within ninety (90) days of the execution of this agreement. If the next in line arbitrator cannot oversee a matter within a reasonable time frame, he/she shall remain at the top of the list and the next arbitrator will be called. When an arbitrator completes a case, he/she shall be moved to the bottom of the list. If the Union and the City agree to strike a name from the list, this action shall be permanent. Replacements, if deemed necessary, shall be agreed upon by both parties.

Section 7.3 - Time Limitations - No later than thirty (30) calendar days after serving the City with the written intent to appeal a grievance to arbitration, the Union shall contact the next in line arbitrator to determine available dates to schedule the arbitration. If the Union does not contact the next in line arbitrator within thirty (30) calendar days, the Union will be deemed to have waived its right to arbitrate the grievance, unless the City agrees, in writing, to extend the period to contact the arbitrator.

Section 7.4 - Arbitrator's Jurisdiction - The jurisdiction and authority of the arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue between the Union and the City. He shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate, wage structure, or new position. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the City and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the City.

Section 7.5 - Fees and Expenses of Arbitrator - All fees and expenses of the arbitrator, court reporter, original transcript and hearing room shall be borne equally by the City and the Union. The cost of the court reporter shall be borne by the party ordering a court reporter; provided, however, if both parties

seek a transcript, then the cost of the court reporter shall be borne equally by the parties.

ARTICLE 8 - SENIORITY

Section 8.1 - Seniority

Section 8.1.a - Seniority List - No later than the second Monday of each November, the City shall post in all departments and provide the Union Secretary-Treasurer and Shop Stewards a current seniority list indicating City seniority of the employees covered by this Agreement. Failure to protest employee's seniority date shown on the seniority list within twelve (12) calendar days shall be considered confirmation of employee's seniority as listed. Seniority shall be applicable only as expressly provided in this Agreement.

Section 8.1.b - Seniority Computation - City seniority shall be computed as follows

- 1) City seniority is continuous service, not broken by dismissal or resignation, commencing from the date of hire as a regular full-time employee. City seniority shall apply in all cases of choice, such as, but not limited to: shift bids and vacation. For the Police Department only, shift bids shall be done by classification seniority which shall commence with the first day of work within the classification.
- 2) If two (2) or more persons are hired on the same date, the person whose numerical score is highest on the eligibility list from which the selection was made shall be deemed senior. If the above consideration fails to determine seniority, the employee with the earliest date/time stamp on application shall be deemed senior.
- 3) Upon satisfactory completion of the probationary period, the employee shall be placed on the seniority list retroactive to the date of hire.
- 4) Adjusted Seniority - A break in continuous service due to any period of unpaid leave, not protected by law or any other provision of this Agreement, or suspension without pay in excess of forty five (45) consecutive calendar days shall not be counted in seniority calculations and the employee's service dates shall be adjusted accordingly.

Section 8.1.c - Scheduling Leave - City seniority shall prevail in scheduling annual and holiday leave, subject to availability as determined by the Department Director.

Section 8.1.d - Seniority Computation - Temporary to Regular - Temporary employees accepting a **regular** appointment in the designated classification served in as a temporary employee shall be credited with that temporary time served toward seniority. Temporary employees accepting a **regular** appointment in a designated classification other than that served in as a temporary employee shall be credited with City seniority in the new designated classification only upon completion of probation.

Section 8.2 - Determination of Layoffs -

- A. The City will determine the timing of layoffs, the number of employees to be laid off, and which

designated job classification layoffs will be affected. The City will lay off the employee with the least City seniority as defined in 8.1.b.

- B. Notice of at least thirty (30) calendar days will be given to employees whose positions are eliminated through a Layoff. In lieu of notice, an equivalent amount of salary, based on the employee's regular work schedule, will be paid to the employee.

Section 8.3 - Bumping - An employee laid off pursuant to Section 8.2 of this Agreement, may bump the employee with the least classification seniority in any designated job classification in the same pay grade or in a lower pay grade in the same bargaining unit., if the bumping employee has more Citywide seniority than the employee he will bump, and is qualified to perform the functions of an employee in such classification, immediately, without training or break-in.

Section 8.4 - Recall

Section 8.4.a - Order of Recall - If the City determines to fill any remaining vacancy (See Section 8.5.a) in any designated job classification from which employees are laid off, such employees shall be recalled in the reverse order of layoff.

Section 8.4.b - Notice of Recall - The City will forward notice of recall by certified mail to the last known address of the employee reflected on City records. The employee must, within three (3) calendar days of delivery or attempted delivery of the notice of recall, notify the City of his intent to return to work on the date specified for recall and, thereafter, return to work on such date. The return date specified by the City for recall and return to work shall be not less than seven (7) calendar days.

Section 8.5 - Filling of Vacancies

Section 8.5.a - Order of Filling Vacancies - Vacancies shall be filled in the following order: 1) recall per Section 8.4.a; 2) transfers [defined as: The formal movement of an employee or a position from one department/division to another department/division within the same classification.] (not seniority based); 3) bidding by all three units and confidential employees; 4) all other city employees; and 5) from the open competitive list.

Section 8.5.b - Qualifications/Testing - In accordance with Article 2.1, the City has the sole right to determine qualifications provided it shall be done fairly and in good faith. Qualifications may include, but not be limited to: written, oral interviews, performance tests, or any combination of the aforementioned at the sole discretion of the City.

The City, when posting a position, will define the weight of each portion of the selection process. At the employee's request, the City will provide an explanation to employee as to why they were not awarded a position and what they could have done to improve their opportunities.

Section 8.5.c - Posting and Bidding - If the City determines to fill a job within the bargaining unit, the City will forward the job opening notice to the appropriate areas for posting at the beginning of the first shift on Thursday and will be removed at 5:00 p.m. the following Thursday. Subject to the provisions of Section 8.5.e, any employee may submit a request for transfer or bid for the job to the Director of Human Resources, in writing, during the posting period. The City shall not be required to post a notice of

vacancy for a designated job classification more than once every one hundred eight (180) days. Any bid submitted within a posting period shall remain valid for one hundred eighty (180) days.

Section 8.5.d - Selection - From among employees who meet minimum qualifications, submit bids for a posted designated job classification, and pass all phases of testing, the City will award the job to a qualified employee pursuant to the order of filling vacancies as per Section 8.5.a. If no qualified bids are submitted for the posted designated job classification, the City may fill the job in accordance with Section 8.5.a. and b. City seniority will determine ranking if identical scores are achieved.

Section 8.5.e - Restrictions on Bidding - If an employee is awarded a posted job, the employee may not bid for another job until successful completion of probation.

Section 8.6 - Termination of Seniority - An employee's seniority shall be terminated and his rights under this Agreement forfeited for the following reasons:

1. Discharge, quit, retirement, resignation or failure to return from an authorized leave, or abandonment of post;
2. Failure to give notice of intent to return to work after recall within the time period specified in Section 8.4.b of this Agreement, or failure to return to work on the date specified for recall, as set forth in the written notice of recall; or
3. Layoff for a period of nine (9) months.

ARTICLE 9 - WAGES

Section 9.1 - No Duplication or Pyramiding of Overtime and Other Premium Pay - For each period of time for which an employee is entitled to compensation pursuant to a provision of this Agreement, he shall be paid in accordance with that pay formula set forth in this Agreement which entitles him to the greatest amount of compensation, but he shall not be entitled to compensation pursuant to any other pay formula set forth in this Agreement. Time for which an employee is compensated pursuant to the preceding sentence at a premium rate shall not be counted to enable the employee to receive compensation pursuant to another provision in this Agreement.

Section 9.2 - Definition of "Designated Job Classification" - The job classification to which an employee is assigned at the time of initial employment shall be the employee's "designated job classification" and shall so remain unless the employee moves to another designated job classification in accordance with the procedures set forth in this Agreement, in which case that job classification shall become the employee's designated job classification.

Section 9.3 - Straight Time Rate of Pay - Except as otherwise specified in this Agreement, an employee shall be paid the straight-time rate of pay for his designated job classification for all time for which the employee is entitled to compensation pursuant to a provision of this Agreement.

Section 9.3.a - Annual Wage Computation - The annual wage for each designated job classification for

non-exempt employees shall be computed on 1872 hours per year and assigned to an equivalent hourly salary schedule.

Section 9.3.b - Pay Day - Pay day shall be biweekly and in no case shall more than one (1) week's pay be held back from an employee by the City. On pay day, employees shall be paid prior to the end of their assigned shift no later than the first (1st) Thursday following the closing of the pay period.

Section 9.3.c - Cost of Living Increase - Annual base salaries shall increase in accordance with the following schedule:

Pay period which includes July 1, 2008 – 4.0%

Pay period which includes July 1, 2009 – 4.0%

Pay period which includes July 1, 2010 – 4.0%

Section 9.4 – Pay Plan

Section 9.4a – Pay Rates – There will be a five (5) step wage/pay system. Each classification shall be assigned a wage range and each wage range will be divided into 5 steps; the entry level rate for a classification will be assigned as the Step One (1) Rate; the top level rate for a classification will be assigned as the Step Five (5) Rate. The difference between the Step One (1) Rate and the Step Five (5) Rate will be divided so that the percentage difference between steps will be equal, making a difference of 25% of the salary range between steps (Step 1 to Step 2- 25% spread, Step 2 to Step 3- 25% spread, Step 3 to step 4- 25% spread and Step 4 to Step 5 – 25% spread). It is understood that because of rounding that the dollar amount difference between steps may not be precisely equal.

Section 9.4.b – Administration of the Five Step Pay Plan – The administration of the five step pay plan will be as follows:

1. **Evaluation** – All employees will receive an annual written performance evaluation within 30 days of the employee's anniversary date.
2. **Step Increases** – All employees who are eligible and are recommended for a step increase based upon a rating of meets standard or better will receive the step increase on the employee's anniversary date.
3. **Anniversary Date** – The anniversary date will be the date of hire; employees promoted "qualified" or reclassified will have an adjusted anniversary date for performance evaluation and step increases.
4. **5% Wage Adjustment for Promotions and Reclassifications** – A five percent (5%) wage adjustment will be used only for employees promoted or reclassified to a higher grade.
 - a. An employee promoted will be evaluated at the end of the qualifying period (90 days) and will receive the next step and adjusted anniversary date.

- b. When this wage adjustment places the pay between two steps of the new pay grade, the employee will be paid that amount and will be eligible to move to the next higher step in the new pay grade according to Section 9.4.b 1, 2, & 3.

When the wage adjustment is below Step 1 on the new pay grade, the employee will be placed in Step 1 of the new pay grade.

Section 9.5 - Overtime

Section 9.5.a - Overtime Rate of Pay –

1. **Non-Exempt Employees:** Overtime rates shall be paid for non-exempt employees at one and one-half (1½) times the employee's regular hourly wage rate for all hours:
 - a. Worked beyond nine (9) in a day;
 - b. Worked beyond thirty-six (36) in a week.
2. **Exempt Employee:** Through a Letter of Understanding the Union and the City will agree to develop a alternative for overtime (1 ½ x) policy for exempt employees covered in the Teamster Administrative Unit no later than December 31, 2008 with an implementation date of no later than June 30, 2009.

Section 9.5.b - Overtime Distribution - Subject to the provisions of this Article, the City shall determine when overtime for non-exempt employees will be worked. Overtime will be distributed as equally as possible among those non-exempt employees who are qualified and have the ability to perform the available work without training provided the City utilized employees within the same classification and department first, then outside classification when appropriate. Should no eligible non-exempt employee want the overtime and the City requires the work be performed, the least senior employee shall be assigned and then moving backwards up the seniority list until it reaches the most senior person. In a situation wherein the City receives notice of absence one hour or less prior to shift, the City reserves the right to use an employee from the available work force.

Section 9.5.c - Overtime on Scheduled Day Off - Should a non-exempt employee be required to work on a scheduled day off, the employee will be scheduled for no less than four (4) hours of work.

Section 9.5.d - Overtime on Holiday - If a holiday falls on a day a non-exempt employee normally works, and if the City needs that employee's job performed on that date, the employee will be assigned work that day, and those overtime hours will not be counted as a portion of the overtime hours to be distributed as equally as possible.

Section 9.5.e - Excused from Overtime - A non-exempt employee may request to be excused from overtime by notifying his supervisor at the beginning of the shift. This request will be granted unless no other suitable non-exempt employee is available to replace him, or an emergency exists which demands his presence.

Section 9.5.f - Not Excused from Overtime - A non-exempt employee not excused by the City from performing assigned overtime, who fails to report for such overtime will be subject to appropriate discipline.

Section 9.5.g - Time Paid - All time paid whether worked or not shall be considered time worked for purposes of overtime.

Section 9.6 - Call-Back Pay - Call-back pay shall be limited to a non-exempt employee who is called to report before his regular shift or ordered to return to duty following the termination of his normal work shift with less than a 12-hour notification. For each call-back, the employee shall be paid a minimum of two (2) hours wages at the applicable rate. Call back pay begins when the employee arrives at the work site/yard and begins to perform the duties of the call back. Call-back pay shall cease at the beginning of the regular shift. All time in excess of the two (2) hours will be paid in accordance with Section 9.4, Overtime. Additional hours will not be treated as a separate call back if such call is received while the employee is engaged in the original call. Call-back work shall be compensated at the rate of one and one-half (1½) times the employee's regular rate of pay in addition to any other compensation received and such call-back pay shall cease at the beginning of the regular shift.

All time in excess of the two (2) hours will be paid in accordance with Section 9.4, Overtime (i.e. more than 12-hour notification or continuation of a shift).

Section 9.7 - Compensation for Work Out of Designated Classification - An employee required by his Department Director or supervisor to temporarily assume the responsibilities of an established position of higher designated classification for a period of one day or more shall receive a wage equal to five percent (5%) above his base salary for the first sixty (60) calendar days of the temporary assignment and there shall be consecutive five percent (5%) increases every sixty (60) calendar days thereafter while the employee fills the temporary assignment.

Section 9.8 - Longevity

Section 9.8.a - Longevity Eligibility - All employees hired on or before June 30, 1997 will receive longevity. Upon completion of seven (7) years after the hire date of an employee, he shall receive an additional three and one-half percent (3½%) of his salary as longevity pay and an additional one-half percent (½%) each year thereafter until reaching maximum of ten percent (10%). Only actual paid time shall be credited for longevity purposes.

Section 9.8.b - Ineligible Employees - All employees hired July 1, 1997 or after will not be eligible for longevity pay.

Section 9.9 - Bonds and Fees

Section 9.9.a - Provision of Safety Equipment - Safety equipment will be furnished at City expense in accordance with the City's Policy on Protective Equipment to ensure standards are met. Should an employee wish to exceed the standard, the difference shall be at employee's expense.

Section 9.9.b - Licenses, Bonds and Fees - When the City requires an employee to have a fidelity bond,

the premium of said bond shall be paid by the City. Employees officially required by the City to belong to professional organizations or associations such as Notary Publics or to have professional licenses shall have their fees paid by the City. Employees required to have special driver's licenses and physicals to perform their duties shall have their fees paid by the City.

Section 9.10 – Bilingual Proficiency/Compensation Program – The City shall pay \$750.00 annually, in the first pay period in January, for those employees conversant in a second language. The following criteria must be met to qualify for the annual incentive.

1. Employees must request to participate in the program and pass a proficiency examination prepared by the City. Management may require re-certification once per calendar year.
2. The number of certified participants, in any given language, shall be determined by the City.
3. Employees participating understand that they will be required to use their language skills as part of their job duties within their department and may upon occasion, and with the permission of their supervisor, be called upon to use their language skill to aid other departments within the City.
4. An employee who speaks multiple languages and is not participating in the program may be required by the City to use their language skills in an emergency situation when no bilingual program participant is available.

ARTICLE 10 - HOURS OF WORK

Section 10.1 - Purpose of Article - The sole purpose of this Article is to provide a basis for the computation of straight-time, overtime, and other premium wages for non-exempt employees.

Section 10.2 - Payroll Workweek - The payroll workweek shall consist of seven (7) days beginning immediately after 12:01 a.m. on Saturday and ending at 12:00 midnight the following Friday.

Section 10.3 - Regular Workweek - The regular workweek for full-time employees shall consist of four (4) consecutive days with three (3) consecutive days off.

Section 10.4 - Workday - The workday is a period of twenty-four (24) consecutive hours beginning with the start of the shift and ending 24 hours later.

Section 10.5 - Regular Workday - The regular workday for full-time employees shall consist of nine (9) consecutive work hours a day excluding meal period.

Section 10.6 - Rest and Meal Periods

Section 10.6.a - Meal Period - An unpaid meal period for non-exempt employees of at least thirty (30) minutes but not to exceed one (1) hour, shall be granted to each non-exempt employee between the end

of the third hour and the end of the sixth hour of the employee's shift. Should overtime occur, a thirty (30) minute meal period shall be allowed on City time, no later than two (2) hours following the end of regular shift providing the employee has worked a minimum of two (2) hours overtime following a regularly scheduled work shift.

Those non-exempt employees required to and who report to work preceding the regular work shift shall be granted an additional rest break, provided that the employee has worked a minimum of two (2) hours prior to his regular shift from the time of call in.

Section 10.6.b - Rest Periods - Rest periods for employees shall be as follows:

1. A fifteen minute rest break shall be granted for every four hours worked or major fraction thereof.
2. Rest breaks will not be scheduled within one (1) hour of starting time, meal break, or quitting time.
3. A fifteen (15) minute rest period shall be given at the end of the regular work shift if overtime is required.

ARTICLE 11 - LEAVE TIME

There shall be no leave time accrual for employees on a no pay status except in accordance with the Family and Medical Leave Act.

Section 11.1 - Legal Holidays

Section 11.1.a - Twelve Legal Holidays - In accordance with NRS 236.015, legal holidays are defined as closing of state, county and city offices, courts, banks, savings and loan associations, public schools and University of Nevada system. The following twelve (12) days are declared to be legal holidays for state, county and city governmental offices:

January 1 (New Year's Day)
Third Monday in January (Martin Luther King's Birthday)
Third Monday in February (President's Day)
Last Monday in May (Memorial Day)
July 4 (Independence Day)
First Monday in September (Labor Day)
Second Monday in October (Columbus Day)
Last Friday in October (Nevada Day)
November 11 (Veterans Day)
Fourth Thursday in November (Thanksgiving Day)
Friday following the fourth Thursday in November (Family Day)
December 25 (Christmas Day)

Section 11.1.b - Holiday Closing of City Offices - All state, county and city offices, courts, banks

savings and loan associations, public schools and the University of Nevada System must close on the legal holidays enumerated in subsection a. unless in the case of appointed holidays all or a part thereof are specifically exempted.

Section 11.1.c - Observed Legal Holidays - If January 1, July 4, November 11 or December 25 falls upon a:

1. Sunday, the Monday following must be observed as a legal holiday.
2. Saturday, the Friday preceding must be observed as a legal holiday.

Section 11.1.d - Floating Holiday - In addition to the holidays listed in Section 11.1.a above, on July 1 of each year, each employee shall receive one (1) holiday as a floating non-accruable holiday which must be taken prior to June 30 of the succeeding year. The floating holiday may be used as a vacation day, birthday, or religious holiday, but may not be used in lieu of another holiday or leave to pyramid time. With two weeks prior notice, the employee shall designate and request the date to be recognized as his floating holiday. If the employee does not give two weeks prior notice of the date to be recognized as a floating holiday, it will be granted as available.

Section 11.1.e - Eligible Employees - In order to receive holiday pay, an employee must work or be on paid leave his last scheduled shift preceding the holiday, and his first scheduled shift succeeding the holiday.

Section 11.1.f - No Work On The Holiday - An eligible employee who is not required to work on the day observed as a holiday shall receive nine (9) hours pay at his straight-time rate of pay.

Section 11.1.g - Work On The Holiday - An eligible non-exempt employee who is required to work on the day observed as a holiday shall receive two (2) times his straight-time rate of pay for all hours actually worked on that day and in addition may accrue or be paid one (1) days' pay at his straight-time rate of pay. An employee who is required to work on the day observed as a holiday and who does not report to work shall be ineligible for benefits under this Article for that holiday unless a justifiable excuse is provided.

Section 11.1.h - Holiday During Scheduled Day Off/Annual or Sick Leave - When a holiday falls on an employee's regularly scheduled day off, the employee shall accrue one (1) day of holiday time. When a holiday falls on an employee's scheduled annual or sick leave time, the employee will be charged one day of holiday time and not annual or sick leave.

Section 11.1.i - Overtime Credit - Hours which a non-exempt employee does not work but for which he is compensated shall be considered hours worked for the purposes of computing overtime eligibility.

Section 11.1.j - Accrued Holiday Time/Annual Leave - Subject to the approval of the designated authority of the affected department, accrued holiday time may be taken off in conjunction with employee's annual leave with two weeks prior written notice (except in cases of bona fide emergencies),

or, as mutually agreed between the employee and the designated authority.

Section 11.1.k - Holiday Accrual - Employees shall elect to be paid for or accrue holidays. In the second pay periods of February and August employees having elected to be paid shall be compensated for all accrued holidays and employees having elected to accrue shall be compensated for all holiday time accrued in excess of twelve (12) shifts.

Section 11.2 - Annual Leave - Annual leave is provided to employees for the purpose of rest and relaxation from their duties and for attending to personal business. Scheduling of leave is subject to the approval of the direct supervisor. Approved absences not specifically covered by other provisions of this contract may be chargeable to annual leave to the extent it has been accrued with two weeks prior written notice (except in cases of bona fide emergencies).

Section 11.2.a - Eligible Employees - New hire employees shall be eligible to take accrued annual leave after three months from date of hire. Regular part-time employees shall receive this benefit on a pro rata basis at the same rate as their regular workweek bears to the regular workweek of a full-time permanent employee.

Section 11.2.b - Accrual - Annual leave shall accrue on a bi-weekly basis from date of hire or adjusted service date up to a maximum according to the following table:

<u>Years with City</u>	<u>Accrued Hrs/ Pay Period</u>	<u>Accrued Wks./Yr.</u>	<u>Maximum Leave Hours</u>
Date of Hire - 10 Yrs.	4.1538	3	324
Over 10 Yrs.	5.5385	4	432

It is the City's policy that employees take their annual leave. However, an employee may accrue a maximum of three times the annual authorized leave for years of service. Each year on June 30, any leave accrued will be reduced to the maximum accruable. It is the employee's responsibility to calculate leave in excess of the maximum accrual and to select such leave in accordance with Section 11.2.c. If the City denies a reasonable leave request, the employee will be paid the excess hours accumulated above the maximum at the employee's regular rate of pay.

Section 11.2.c - Scheduling - Selection period to request leave beginning March 1 of the current year through February 28 of the following year will begin on the first workday after January 1 and end February 28 of each year. Employees may schedule leave time in increments of one (1) or more weeks not to exceed one year's accrual. Should an employee split annual leave time, subsequent "picks" of one or more weeks shall come after "first pick" selections are made. For purposes of selection period, Section 8.1.c shall apply. To the extent consistent with the efficient operation of the City, annual leave shall be scheduled according to the employee's request. Such scheduling must be acted upon by the designated authority of the department within eight (8) working days of receipt of request or it shall be considered approved. Shift bids in the Detention Center will be done prior to vacation bidding.

Section 11.2.d - Leave Request Rescission -Should a leave request be rescinded, the City will pay the employee for non-refundable monies, expended in anticipation of the canceled vacations. All airline tickets and receipts for other non-refundable expenditures shall be submitted to the City prior to payment.

Section 11.2.e - Approved Absences Charged to Annual Leave - Approved absences not specifically covered by other provisions of this contract, or where they have been exhausted, may be charged to annual leave to the extent it has been accrued with the approval of the designated authority of the department.

Section 11.3 - Sick Leave - Employees who by illness or injury are incapacitated from the performance of their duties, or who must receive necessary medical treatment or necessary medical office visits which cannot be scheduled outside normal working hours, or whose attendance at work is prevented by public health requirements, may be granted sick leave with pay.

Employees may also be granted leave with pay for the illness of a family member provided the employee first obtains the approval of the designated authority of the department. "Family member" is defined to include spouse/domestic partner, children (including adopted, step and foster), siblings, parent, and grandparent. The term "spouse" means current husband or wife as defined or recognized under state law for purposes of marriage. The term "parent" means the biological parent or individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child. Such leave will be deducted from employee's sick leave bank.

Should an emergency situation exist which makes it impossible or impractical to obtain prior approval from the designated authority of the department, the employee shall obtain such approval as soon as possible and no later than the first day of the employee's absence.

Section 11.3.a - Granting of Sick Leave Pay - Sick leave with pay will be granted only to those employees who have been employed on a regular full-time basis for a period of two consecutive months. Sick leave with pay on a prorated basis will be granted regular part-time employees who have been employed for a period of two consecutive months.

Section 11.3.b - Sick Leave Abuse - All sick leave granted employees is subject to the designated authority of the department. Any pattern of use of sick leave benefits or falsification of reasons for such leave shall subject the employee to disciplinary action. (See Article 2.3) The City may require a doctor's certificate in cases where a pattern of use of sick leave is indicated.

Section 11.3.c - Chronic Use of Sick Leave - A chronic user of sick leave is defined as one who calls in sick tied to a holiday, vacation, or weekend on a regular basis or uses more than eight (8) separate and distinct incidents of sick leave in a twelve (12) month period.

1. When an employee calls in sick, the employee must speak personally with their immediate supervisor or the next individual within the chain of command. Employees in each division will be provided a chain-of command list. If no individual on such list is available, it is the employee's responsibility to call again. The employee must call in by no later than one hour after their normal starting time.

2. At the time of the phone call, the employee's immediate supervisor or supervisor within the chain of command will determine if that employee is a chronic user of sick leave. If so determined, the employee will be informed that a doctor's slip is requested.
3. After having been told to furnish a doctor's slip for the absence, failure to produce it on the day the employee returns will result in the employee being placed on a no pay status for the absence and no leave bank shall be charged, nor future adjustments made. The employee may also be subject to additional discipline pursuant to the discipline provisions of this contract.
4. It is understood that an incident of sick leave shall be treated as one occurrence. Example: A broken bone which could require more than one doctor's visit or continued therapy, shall be treated as one incident. If continuing treatment is required, the employee shall notify his supervisor of the scheduled appointments.
5. An excused absence of less than three (3) hours for a doctor's appointment may be charge to a sick leave bank but shall not be considered as an occurrence of sick leave.

Section 11.3.d - Sick Leave Accrual - Sick leave shall accrue to regular full time employees at the rate of 4.15384 hours bi-weekly.

Section 11.3.e - Sick Leave Sell Back - Sick leave sell back shall be in accordance with City policy.

Section 11.3.f - Light Duty Plan - An employee incapacitated due to an injury, (illness not included) that is not work related may, at the option of the City, be employed in other work on a job within the City which a physician determines the employee is able to perform. The employee shall be paid eighty-five percent (85%) of the employee's current pay grade providing no current employee is laid off as a result of such placement.

Section 11.3.g - Sick Leave Pay At Separation

1. Employees hired on or before June 30, 1984 with ten (10) years or more of service shall be paid one hundred percent (100%) of all sick leave accrued, and not subsequently used, at the employees' separation rate of pay.
2. An employee hired after June 30, 1984 with a minimum of ten (10) years of service at time of separation shall be paid fifty (50%) of all sick leave accrued, and not subsequently used, at the employees' separation rate of pay.
3. Sick Leave accrual shall be unlimited.

Section 11.3.h - Sick Leave Pay - Employee Death - Upon the death of an employee one hundred percent (100%) of the employee's sick leave accrued shall be paid to the designated beneficiary.

Section 11.4 - Other Leave

Section 11.4.a - Family Medical Leave (FMLA) - The City and the Union agree to abide by the Family and Medical Leave Act as set forth in City policy.

Section 11.4.b - Jury Duty Leave - Employees called to serve on jury duty shall not suffer a reduction in their wages. Employees called for jury duty shall receive their regular pay, and retain all jury duty pay. Those employees called but not selected to serve on a jury, shall report to work when excused. An employee assigned to other than day shift shall be reassigned to day shift for the duration of his jury duty.

Section 11.4.c - Military Leave - Required military leave will be provided according to the law. Voluntary military leave time will be charged to annual leave and subject to the provisions of annual leave.

Section 11.4.d - Court Time - Employees required to appear on City business while off duty in any Court, a hearing or deposition as a witness for the prosecution or defense, shall be paid at the employee's regular rate of pay for the time spent plus one (1) hour for duces tecum subpoenas. The payment shall be no less than twenty-five dollars (\$25.00). Payment for the first hour of court attendance will be provided by the subpoenaing agency; and subsequent court time beyond the first hour will be compensated by the City at the employee's regular rate of pay.

Section 11.4.e - Emergency Leave - Emergency Leave may be taken when a death, serious illness or injury occur in the immediate family of an employee or an employee's spouse. Immediate family is defined to include spouse/domestic partner (in-laws), children (including adopted, step, or foster); siblings (in-laws); parents (in-laws); grandparents (in-laws). The term "spouse" means current husband or wife as defined or recognized under state law for purposes of marriage. The term "parent" means the biological parent or individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child. The employee may be granted emergency leave with pay.

Emergency leave shall accrue at the rate of three (3) days after one (1) year of service credit, and one day each additional year of service not to exceed fifteen (15) days maximum accrual. Such leave will be deducted from an employee's emergency leave bank, however, it is not compensable if unused. A regular part-time employee accrues emergency leave on a pro-rata basis.

11.4.f - Notification - An employee should notify his supervisor as soon as possible and/or not later than one (1) hour after his shift start time if he knows that he will be unable to work.

11.4.g - Usage - To qualify for emergency leave, the employee may be required to provide substantiating information. The supervisor may request a written notation of the relationship of the deceased. The employee may make arrangements with their supervisor for additional days off in the instance of the death of an immediate family member. Additional time off may be granted depending on the circumstances such as distance and the individual's responsibilities for funeral arrangements.

ARTICLE 12 - INSURANCE

Section 12.1 - Required Coverage - All employees are to be covered by the provisions of the Nevada Industrial Act, the Nevada Occupational Diseases Act, and the Industrial Safety Act.

Section 12.2 - Life Insurance - The City shall provide twenty thousand dollars (\$20,000) life insurance protection with double indemnity for accidental death for every employee of the bargaining unit.

Section 12.3 - Medical Insurance - Employees may elect to be covered by any one medical group benefits plan policy designated by the bargaining unit. If an employee's spouse is also employed by the City, the City shall pay 100% of the premium cost for one (1) employee only. The employees affected shall have the choice of which employee shall be deemed the primary insured. This medical group benefits plan policy shall include a health, dental and vision plan to be administered by the Union. Any health maintenance options required to be available by law shall be made available exclusively through the Union.

Section 12.4 - Scope of City's Responsibility

Section 12.4.a - 2008 Contribution by the City - Beginning with the pay period which includes July 1, 2008, the City will continue contribute as its share to the Southern Nevada Teamster Security Fund a payment of \$792.48 maximum per employee per month.

Section 12.4.b - 2009 Contribution by the City - Beginning with the pay period which includes July 1, 2009, the City will continue contribute as its share to the Southern Nevada Teamster Security Fund a payment of \$792.48 maximum per employee per month.

Section 12.4.c - 2010 Contribution by the City - If the Trust Fund Trustees determine to maintain the existing level of benefits and an increase is necessary, the City will discuss its contribution by \$50 for the third year. If no increase is necessary in a given year, there will be no rollover.

Section 12.4.d - No Pay Status - Except for authorized FMLA leave, the City is not obligated to pay the insurance premiums of an employee after the employee has completed thirty (30) calendar days on no-pay status and the City has a right not to guarantee this job and may replace it based on business need.

Section 12.4.e - Section 125 Program - Employees are eligible to participate in the Section 125 program.

Section 12.5 - Self-Insurance (Workers' Compensation)

Section 12.5.a - Required Benefits - Employees shall receive all benefits in accordance with the Nevada State Industrial Insurance Act.

Section 12.5.b - Return to Work Program - An employee injured on the job may be employed in Temporary Work Assignment within the City. The authorized treating physician shall determine duties and number of hours per day the employee is able to perform. The number of hours specified by the treating physician shall be considered a "work day", and the employee shall be paid one hundred percent (100%) of his current pay grade for each day worked. Current employees will not be laid off as a result

of such placement.

Section 12.5.c - Temporary Total Disability - An employee injured on the job and determined by the authorized treating physician to be temporarily totally disabled shall be placed on industrial insurance. Commencing on the first day post injury, the City will pay to the employee an amount equal to the difference between the insurance compensation received and 100% of the employee's normal salary for a period of fourteen consecutive calendar days or until the employee is released to Light Duty, whichever occurs first. One hundred percent (100%) payment ceases when the employee is released to Temporary Work Assignment or Full Duty.

Section 12.5.d - Salary During Hospitalization - Should an employee's hospitalization as an inpatient exceed the fourteen consecutive calendar days as referenced in Section 12.5.c., the employee shall receive 100% of the employee's normal salary until released from the hospital.

Section 12.6 - Liability - The City shall provide liability insurance protection for each employee of the bargaining unit through a contract for insurance or a self-insurance fund to cover accidents occurring while in the performance of official duties, regardless of fault.

ARTICLE 13 - OCCUPATIONAL SAFETY AND HEALTH

Section 13.1 - Safety of the public - In the interest of the safety of the public, an employee or fellow employees, the City has the right to transfer, layoff temporarily, or terminate, if the situation warrants, an employee found by medical examination to suffer from any physical or mental condition which may make continued employment hazardous to the public, himself, or to his fellow workers.

Section 13.2 - Fitness for Duty Examination - The City may require an employee to report for a fitness for duty examination at City expense prior to reporting for work upon returning from a leave of absence or layoff.

Section 13.3 - Special Fitness for Duty Examination Request - If an employee performs duties which might jeopardize the safety of any individual, the employee for reasonable cause may be required to undergo special examinations from time to time at City expense to see that he meets acceptable physical and mental standards.

Section 13.4 - Establishing Safety Rules - The City reserves the right to adopt reasonable safety rules in accordance with OSHA regulations. It shall further have the right to impose discipline for the violation of such rules. The City agrees that when it proposes to change an existing safety rule, the City will give the Union five (5) days advance notice of the change.

Section 13.5 - Safe Working Conditions - The Union will cooperate with the City in maintaining safe working conditions and any employee believing a working condition or machinery to be unsafe shall immediately call it to the attention of his supervisor for review. Should the supervisor conclude that the working condition or equipment is within safety measures, and the employee insists to the contrary, the supervisor shall notify the City Safety Officer and the shop steward and the matter shall be brought to the attention of the Department Director for conclusive action.

Section 13.5.a. - Hazardous Working Conditions - The City recognizes its obligation to inform its employees of known or potential hazardous working conditions consistent with federal and state OSHA Regulations.

Section 13.5.b - Complaint Procedure - The City recognizes its responsibility to provide safe and healthful working conditions, and the Union recognizes it is their obligation to cooperate in the maintenance and improvement of those conditions. Complaint procedure:

- 1) It shall be the responsibility of the employee to report any unsafe operation to his/her immediate supervisor.
- 2) If the employee's complaint is not satisfied he/she shall notify the shop steward who shall meet and discuss the complaint with the supervisor without undue delay.
- 3) If the complaint cannot be resolved, the matter shall then be referred promptly to the Director of Human Resources, and thereafter be subject to the grievance procedure set forth in Article 6.

Section 13.6 - Protective Devices -

Protective devices, wearing apparel and other equipment such as safety shoes, coveralls, goggles, and hard hats determined by the City Safety Officer and the appropriate Department Director to be necessary for protection from accidents and health hazards shall be provided by the City. Where such protective devices are required for the safety of employees, the employee must wear them while working or in the required area.

The City may assess a charge to cover loss of protective devices provided by the City under this section resulting from failure to exercise care or for willful destruction of such safety equipment or clothing (See Section 9.9.a)

Section 13.7 - Safety Suggestions - Suggestions from employees or the Union which offer practical feasible ways of improving safety are welcomed by the City and an employee may submit his safety suggestion in the following manner:

1. Giving it to his supervisor; or
2. Presenting it to the City Safety and Training Officer or Safety Committee member.

ARTICLE 14 - RETIREMENT

Section 14.1 - Required Pay - The City shall pay retirement in accordance with NRS 286.421.

Section 14.2 - Required City Contribution - The City shall contribute on behalf of each employee only the required City contribution to the Public Employees Retirement System.

Section 14.3 - Non-mandated Increases - If an increase in retirement contributions is required by legislation and the cost assignment of such increase is not mandatorily assigned by legislation or is an

option, this Article may be reopened by either party for discussion and/or negotiation in accordance with NRS 288.

ARTICLE 15 - SCOPE OF AGREEMENT

Section 15.1

Section 15.1.a - Contract Dates - It is agreed between the parties that this Contract shall continue in full force and effective until 11:59 P.M., June 30, 2011. If either party desires to modify this Contract, they shall give written notice on or before February 1, 2011, in accordance with NRS 288.180.

However, if the parties do not arrive at a new agreement before July 1, 2011, the provisions of this Agreement shall remain in effect until the parties execute a new Agreement.

15.1.b - Contract Negotiations - The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

Section 15.1.c - Terms and Conditions Not Covered - All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control.

Section 15.2 - Separability - This Agreement is declared to be severable and if any paragraph, phrase, sentence, or part is declared to be void by a court or agency of competent jurisdiction or amended or repealed by the Nevada Legislature, it shall not be construed to void, amend, or repeal the entire Agreement; and those parts not amended, repealed or declared void shall be binding upon the parties, provided, however, that upon such court, agency or legislative action, the parties agree to meet immediately and negotiate such part, or provisions, affected.

Section 15.3 - Union-Management Cooperation

Section 15.3.a - Governing Agreement - The employees, the Union and City agree that their conduct and relationship shall be governed by the terms of this Agreement not in conflict with federal and Nevada law, and not the City's Civil Service Ordinance.

Section 15.3.b - Amended Departmental Rules and Regulations - The employees agree to abide by departmental rules and regulations as amended from time to time which are not in conflict with this Agreement. The City shall provide to the Union copies of applicable departmental rules, if any, and shall also provide copies of amendments to such rules to the Union and its stewards for the appropriate department. The City agrees to give the Union five (5) days advance notice of any rule amendment.

Section 15.3.c - Contract Printing Costs - The City and the Union agree that each shall pay one-half (½) the cost of printing copies of this Agreement.

Section 15.4 - Letters of Agreement - The parties agree that Letters of Agreement involving matters not covered herein and peculiar to a specific department shall be attached hereto and made part of the entire agreement. Letters of Agreement must be approved by the parties to this Agreement.

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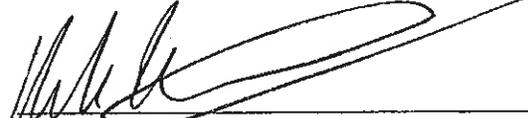
ARTICLE 16 - EXECUTION

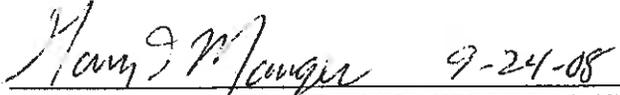
The officials executing this Agreement in behalf of the City and the Union signatory hereto hereby warrant and guarantee that they have the authority to act for, bind and collectively bargain in behalf of the organizations which they represent during the term of this Agreement.

Signed this 17th day of September, 2008, at North Las Vegas, Nevada.

CITY OF NORTH LAS VEGAS

TEAMSTERS UNION LOCAL NO. 14


MAYOR MICHAEL L. MONTANDON

 9-24-08
GARY D. MAUGER, SECRETARY/TREAS./CEO

ATTEST:


KAREN STORMS, CITY CLERK

STATE OF NEVADA)
COUNTY OF CLARK) ss.

On this 24th day of September, 2008, personally appeared before me the undersigned, a Notary Public in and for the said County and State, GARY MAUGER, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses so stated.





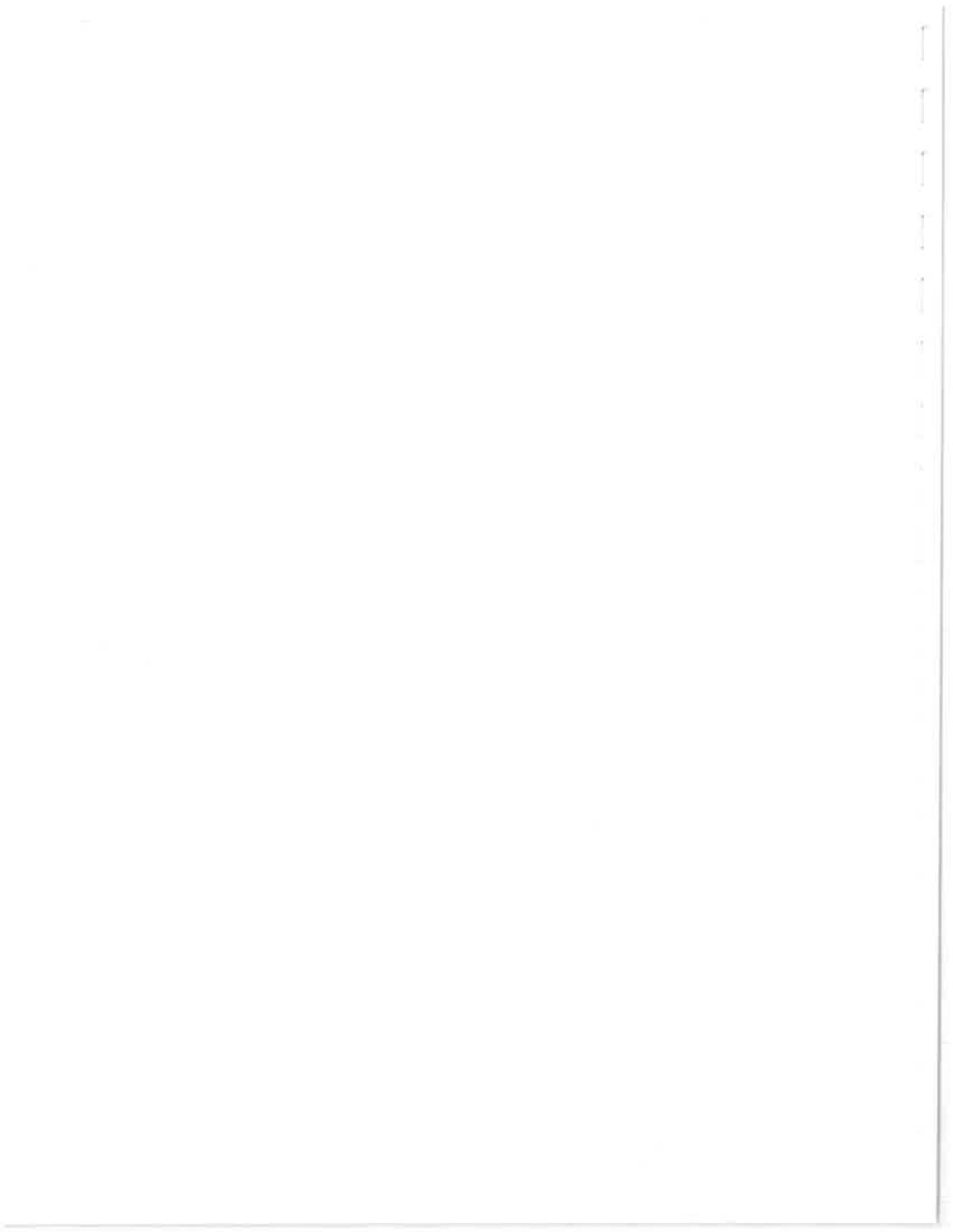


Exhibit A

July 24, 2008		
CLASSIFICATION	PAY GRADE	EXEMPT (E) or NON-EXEMPT (NE) STATUS
Executive Secretary	16	NE
Crime Prevention Specialist	17	NE
Professional Standards Coordinator	17	E
Court Administration Trainer	19	E
Emergency Management Coordinator	19	E
Inmate Program Coordinator	19	E
Benefits Analyst	20	E
Community Services Analyst	20	E
Employee Development Specialist	20	E
Food Service Supervisor	20	E
Human Resources Analyst	20	E
Management Analyst	20	E
Parks and Recreation Analyst	20	E
Planner	20	E
Public Services Librarian	20	E
Senior Workers Compensation Specialist	20	E
Branch Manager	21	E
Coordinator of Court Appointed Programs	21	E
Engineering Assistant	21	E
Engineering Program Analyst	21	E
Labor Relations Liaison	21	E
Manager Business License	21	E
Manager Community Services	21	E
Manager Crime Analysis	21	E
Manager Plans Examiner	21	E
Manager Police Records	21	E

Manager Professional Standards	21	E
Neighborhood Services Coordinator	21	E
Neighborhood Services Outreach Coordinator	21	E
Projects Coordinator	21	E
Structural Plans Examiner	21	E
Training Manager	21	E
Transportation Coordinator Modeler	21	E
Volunteer Coordinator	21	E
Assistant Manager Roadway Operations	22	E
Assistant Manager Traffic Operations	22	E
Economic Development Coordinator	22	E
Engineering Associate	22	E
Landscape Architect	22	E
Network Analyst I	22	E
PAC Manager	22	E
Plans Examination Supervisor	22	E
Redevelopment Coordinator	22	E
Senior Business Systems Analyst	22	E
Senior Management Analyst	22	E
Senior Planner	22	E
System Support Analyst	22	E
Urban Designer	22	E
Communications Administrator	23	E
Deputy City Surveyor	23	E
Major Projects Coordinator	23	E
Manager Court Automation and Records	23	E
Manager I	23	E
Principal Benefits Analyst	23	E
Principal Human Resources Analyst	23	E
Principal Planner	23	E
Safety Officer Training Administrator	23	E
Senior Engineer	23	E
Senior Architect	23	E
Senior Network Analyst	23	E
Database Administrator	24	E

Manager II	24	E
Information Assurance Specialist	24	E
IT Project Manager	24	E
Utilities Development Engineer	24	E
Web Architect	24	E
City Surveyor	25	E
Manager Redevelopment	25	E
Manager Purchase/Risk Management	25	E
Manager III	25	E
Manager Neighborhood Outreach	25	E
Principal Engineer	25	E
Principal Transportation Planner	25	E

Exhibit B

STANDARDS OF CONDUCT

PURPOSE

It is the policy of the City of North Las Vegas that certain rules and regulations regarding employee behavior are necessary for the efficient operation of the City and for the benefit and protection of the rights and safety of all. Conduct that interferes with operations or brings discredit to the City, or that is offensive to customers or fellow employees will not be tolerated.

GUIDELINES

I. Expected Conduct:

It is the responsibility of all employees to perform the duties assigned by supervisors and conform to City Policies, Department orders, and Council Directives. Employee conduct and behavior should be conducive to the efficient operation of the City. Such conduct includes; but is not limited to:

- A. Complying with all City and departmental policies/orders and Council Directives.
- B. Complying with all City safety and health regulations.
- C. Wearing clothing appropriate for work being performed. (See City Policy 03.08, Dress Code.)
- D. Performing basic duties and assigned tasks competently.
- E. Courteous treatment of customers and co-workers.

II Prohibited Conduct:

The following conduct is prohibited and will subject the individual involved to disciplinary action up to and including termination.

- A. Insubordination.
- B. Unprofessional conduct that adversely impacts the City or its employees.
- C. Discourteous or offensive treatment of the general public or co-workers.
- D. The possession of weapons while on City property or City business, except for authorized personnel; i.e., peace officers, etc. Weapons include guns, knives, explosives, and other items with the potential to inflict harm.
- E. Violating the Substance Abuse Policy. (See City Policy 06.07, Substance Abuse.)

- F. Falsifying any City of North Las Vegas record, receipt, or report, such as an application for employment, attendance record, time record, shipping and/or receiving records, etc.
- G. Conviction of a felony while in the City's employ.
- H. Soliciting or taking money or gifts associated with duty that is inconsistent with the City's gift policy.
- I. Intentional abuse, damage or negligence affecting City property, equipment or supplies.
- K. Excessive, unjustified or unexplained absences or tardiness. (See City Policy 07.03, Attendance and Punctuality.)
- L. Theft or misuse of City property or of another employee's property.
- M. Engaging in or threatening physical violence outside the line of duty. Talking or joking of violence is discouraged.
- N. All forms of illegal harassment. (See City Policy 03.04, Harassment.)
- O. Violations of appropriate departmental rules. (Established verbally or in writing.)
- P. Proven violations of criminal laws, considered a crime, or would be considered a crime in Nevada.
- Q. Violations of any provision of the Charter of the City of North Las Vegas.

Outside employment that conflicts with or interferes with City of North Las Vegas job duties. (See City Policy 07.02, Secondary Employment)

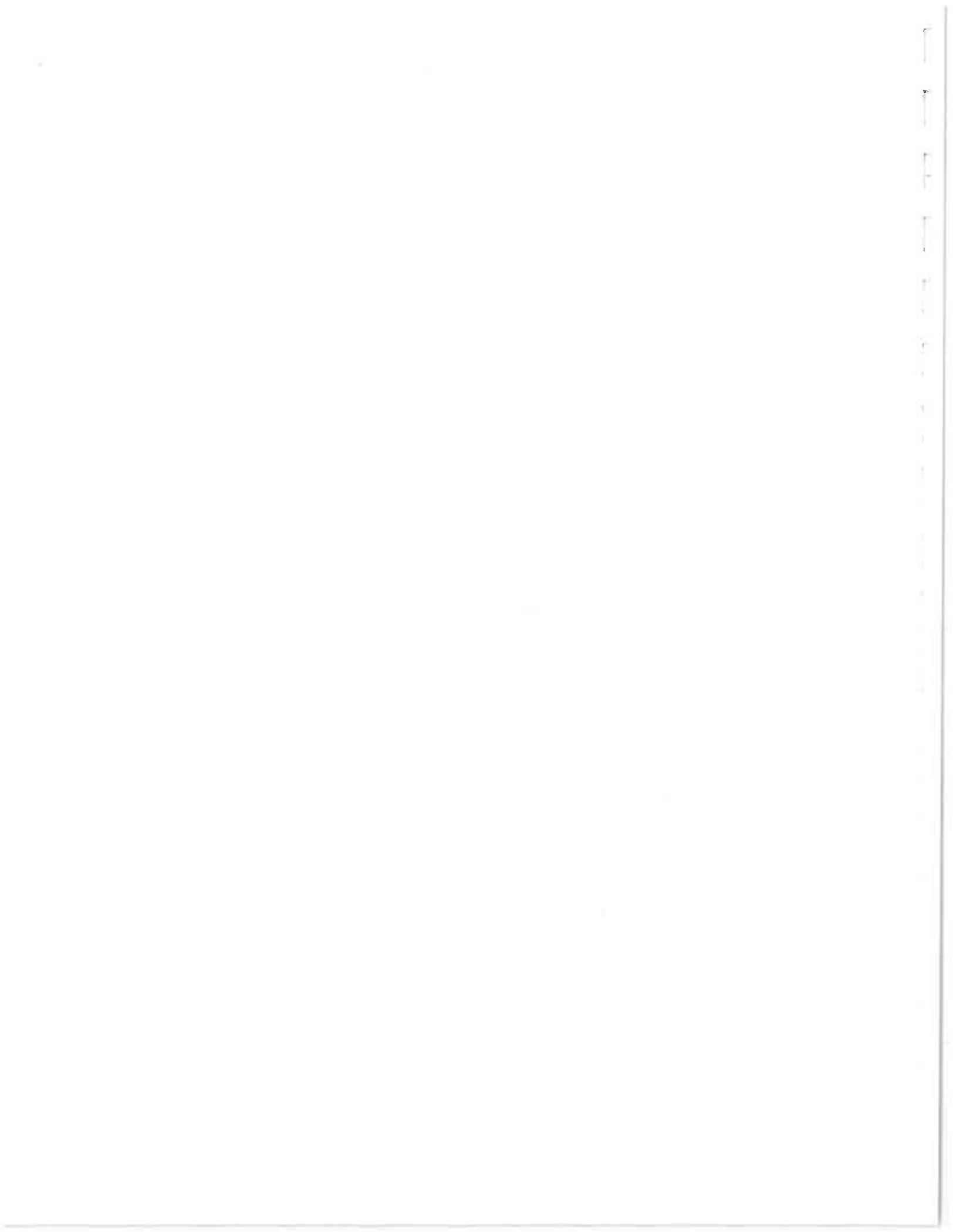
- R. Inability to meet essential job functions with or without reasonable accommodation.

The preceding examples are illustrative of the type of behavior that will not be permitted, and will subject the individual involved to disciplinary action up to and including termination. The list is not intended to be all inclusive.

Exhibit C

LETTERS OF UNDERSTANDING

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Mayor
Michael L. Montandon

Council Members
William E. Robinson
Stephanie S. Smith
Shari Buck
Robert L. Eliason



City Manager
Gregory E. Rose

Your Community of Choice

City Manager's Office

2200 Civic Center Drive • North Las Vegas, Nevada 89030
Telephone: (702) 633-1005 • Fax: (702) 633-1339
www.cityofnorthlasvegas.com

July 22, 2008

LETTER OF UNDERSTANDING

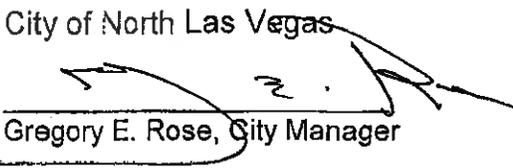
Overtime on a Holiday

The City of North Las Vegas (City) and Teamsters Local Union No. 14 (Union) recognize that because of operational needs some employees may have shift assignments where their entire shift does not fall on an observed holiday(s) as recognized by the Collective Bargaining Agreement(s), but overlap a holiday(s) instead.

Therefore, the City and the Union agree that pursuant to Article 9, Section 9.5c (Overtime on a Holiday [Non-Supervisor and Supervisor Units]) and Article 9, Section 9.5d (Overtime on a Holiday [Administrative Unit]) of the Collective Bargaining Agreements, if the majority (more than ½ of a shift) of an employee's shift assignment falls on an observed holiday, then the entire shift shall be considered the holiday.

Subsequently, the City and the Union agrees that if the majority of an employee's shift assignment falls on a day not observed as a holiday, then none of the shift will be considered a holiday for the purpose of paying overtime on a holiday.

City of North Las Vegas


Gregory E. Rose, City Manager

Teamsters Local Union No. 14


Gary D. Mauger, Secretary-Treasurer

Mayor
Michael L. Montandon

Council Members
William E. Robinson
Stephanie S. Smith
Shari Buck
Robert L. Eliason



City Manager
Gregory E. Rose

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July 25, 2008

LETTER OF UNDERSTANDING

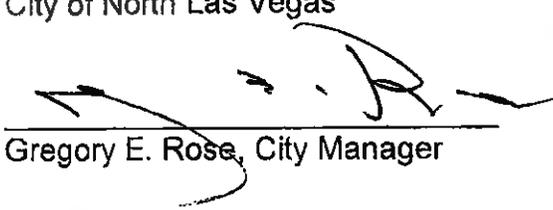
Standby pay during Meal periods

This Letter of Understanding clarifies the use of certain positions in the Police Department that have been required/granted "standby pay" during meal periods. The Police Department will no longer require or ask that any position be on "standby pay" status during meal periods. No employee will be required to respond to any phone call, page or text message during their "duty free" meal period. The members of the following classification were informally given "standby" pay for meal periods:

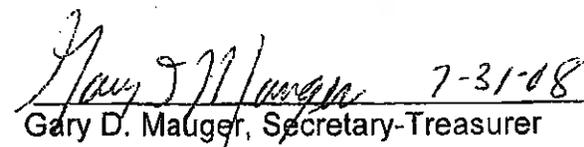
- TMN 13: Civilian Customer Service Officer
- TMN 16: Animal Control Officer
- TMN 16: Crime Scene Analyst I
- TMN 19: Crime Scene Analyst II

Instead, the above positions will be granted overtime (1.5x) if they are required to work through meal periods.

City of North Las Vegas


Gregory E. Rose, City Manager

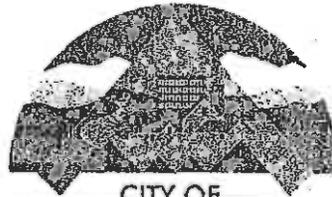
Teamsters Local Union No. 14

 7-31-08
Gary D. Mauger, Secretary-Treasurer

Mayor
Michael L. Montandon

Council Members
William E. Robinson
Stephanie S. Smith
Shari Buck
Robert L. Eliason

City Manager
Gregory E. Rose



CITY OF
NORTH LAS VEGAS

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2200 Civic Center Drive • North Las Vegas, Nevada 89030
Telephone: (702) 633-1005 • Fax: (702) 649.4981 • TDD: (800) 326-6868
www.cityofnorthlasvegas.com

June 30, 2008

LETTER OF UNDERSTANDING

[Introduction – Reference to Arbitrator Weckstein's August 14, 1998 decision]

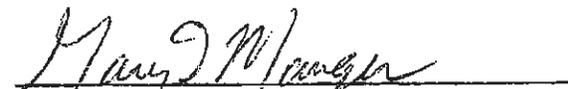
The City will notify the Union of any outsourcing of bargaining unit work. The City will meet and confer with the Union to discuss possible remedies of any adverse effects of this outsourcing on members of the bargaining unit.

City of North Las Vegas

Teamsters Local Union No. 14



Gregory E. Rose, City Manager

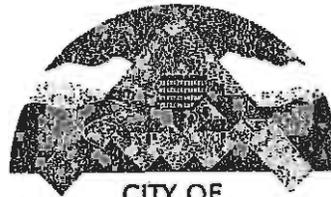


Gary D. Mauger, Secretary-Treasurer

Mayor
Michael L. Montandon

Council Members
William E. Robinson
Stephanie S. Smith
Shari Buck
Robert L. Eliason

City Manager
Gregory E. Rose



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2200 Civic Center Drive • North Las Vegas, Nevada 89030
Telephone: (702) 633-1005 • Fax: (702) 649.4981 • TDD: (800) 326-6868
www.cityofnorthlasvegas.com

June 30, 2008

LETTER OF UNDERSTANDING

The City of North Las Vegas (City) agrees to hire an outside Consultant to conduct a classification and compensation study on all job classifications within the bargaining unit(s). The City agrees to share the results of the findings with the Union and provide recommendations for implementation to the City Council no later than January 1, 2011. The study may be revoked if:

- 1) the City Council does not approve the contract With the Consultant
- 2) the RFP process does not produce a suitable Consultant
- 3) the cost for implementing is not approved by the City Council

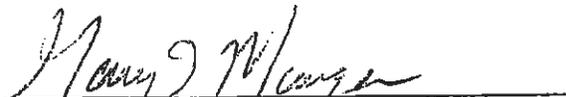
This letter of understanding terminates at the expiration of the next Bargaining Agreement, which shall begin July 1, 2008, through June 30, 2011.

City of North Las Vegas

Teamsters Local Union No. 14



Gregory E. Rose, City Manager



Gary D. Mauger, Secretary-Treasurer

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