COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF ELY

AND

OPERATING ENGINEERS, LOCAL 3

JULY 1, 2015 TO JUNE 30, 2018

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ARTICLE 1
PREAMBLE

A. This agreement is entered into by the City of Ely, Nevada. Hereinafter referred to as the "City" and the International Union of Operating Engineers, Local 3, AFL-CIO, hereinafter referred to as the "Union."

B. It is the intent of this agreement to assure sound and mutually beneficial working and economic relationship between the parties hereto and to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise as set forth in this agreement.

C. It is recognized by both the City and the Union, the employees of the City is engaged in rendering public services to the continuous rendition and availability of such services.

D. All employees shall perform loyal and efficient work and service; shall use their influence and best efforts to protect the properties of the City and its service to the public; and shall cooperate in promoting and advancing the welfare of the City and in preserving the continuity of its service to the public at all times.

ARTICLE 2
RECOGNITION

A. Pursuant to the provisions of the Local Government Management Relations Act, Statutes of Nevada, the City of Ely, Nevada hereafter referred to as the "City" recognizes the Operating Engineers Local 3, AFL-CIO, hereinafter referred to as the "Union" as the exclusive bargaining Agent excluding the directors, probationary employees, supervisors, and department heads, but to include all regular employees employed by the City of Ely as certified under the provisions of Nevada Revised Statutes, Chapter 288.

B. If the parties are in disagreement over the interpretation of NRS 288 as applied to the parties and this labor agreement, the parties agree to seek a declaratory ruling from the Local Government Employee-Management Relations Board for the disagreement regarding this matter or issue.

C. Upon request a copy of all employees covered in the bargaining unit will be provided to the Union or Union Steward.

ARTICLE 3
DEFINITIONS

A. Types of Employment Status

1. Temporary: A temporary is one who is hired for a period not to exceed six (6) months. If a temporary employee's status is changed to probationary, his or her probationary period

shall be retroactive to the date of employment provided the temporary classification is the same as the new classification. If hired to fill a different classification, the temporary employee shall serve a probationary period.

2. Probationary: A probationary employee is one who is hired to fill a budgeted position. Such employee will remain in this status for six (6) months of continuous employment and may be terminated at the discretion of the supervisor, such termination shall not be for the purpose of keeping jobs filled with probationary employees. Probationary employees are entitled to the wages and benefits as defined in this Agreement, but shall not have access to the grievance procedures, except for safety grievances.

3. Part Time: A part time employee is one who works a set schedule of twenty-nine (29) hours per week or less.

4. Regular: A regular employee is one who has completed a six (6) month probationary period and is routinely scheduled to work thirty (30) hours or more per week. The term "employee" as used in this Agreement applies to those persons having a regular full-time appointment to the workforce of the City.

B. Transfer

"Transfer" is defined to mean any movement of an employee from one position to another position in the same class or related class with the same salary grade, or the movement of the employee with his or her position or classification to another location. An employee voluntarily or involuntarily demoting and transferring to a lower paid position will be paid the rate of the position and not carry their current wage with them. An employee who is not voluntarily transferred to a lower paying position through no fault of their own will remain at their current wage until the wage of that lower paying position catches up to their current wage.

ARTICLE 4
NON DISCRIMINATION AND HARASSMENT

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, color, religion, sex, sexual orientation, age, national origin or because of political or personal reasons or affiliations. The Union shall share equally with the City the responsibility for applying this provision of the agreement.

ARTICLE 5
DISCIPLINARY ACTION

A. When a non-probationary employee's job performance falls below that which is expected of the position, the supervisor shall promptly and specifically inform the employee of the deficiencies in writing, the employee shall sign the notice of deficiency and have a copy placed in the employee's personnel folder. The employee shall be granted a reasonable period of time for improvement or correction of the noted deficiency of not less than thirty (30) calendar days or more

than ninety (90) calendar days. If the employee's work performance does not meet standards after the improvement period, then the supervisor may begin disciplinary action as outlined under Article 26 of this Agreement.

B. Written reprimands may be removed from an employee's personnel file at the written request of an employee twelve (12) months after the date of the reprimand, provided no additional discipline has been issued to the employee during this period. Removals will be at the discretion of the City based on the nature of the reprimands and the employee's performance after the reprimand was issued. A denial of request for removal of a written reprimand will be forwarded to the Union and be subject to the grievance process.

C. Disciplinary action may consist of, but not limited to, documented verbal warning, written reprimand, suspension or leave without pay, or termination.

ARTICLE 6
CREATION OF NEW JOB CLASSIFICATIONS

A. If at any time either the City or the Union feels that a new job classification should be written or the grades for a particular job classification is incorrect or inappropriate, the City and the Union shall negotiate any such changes.

B. The City and the Union will jointly work to create and complete all job classifications and work performance standards covered by this agreement, and all current job classifications will be updated to current standards. Employees will provide proposed job classifications to the City and the Union.

ARTICLE 7
PERSONNEL FILE

A. Each employee shall have the right, upon request and at any time reasonable, to review the material in his/her personnel file.

B. A representative chosen by the employee may, at the employee's request, accompany the employee in this review.

C. All material in this file must be signed by the employee and dated and a copy provided to the employee at the time it is signed. No anonymous letters or material shall be placed in this file.

D. An employee on written request to the City may receive copies of all materials in their personnel file.

E. Each employee shall have the right to respond, in writing, to any imposed discipline placed in their personnel file. Such response shall be completed within thirty (30) calendar days. The City has five (5) business days to respond to employee's written response and provided a copy

to the employee and placed in his/her file.

ARTICLE 8
PROBATIONARY/QUALIFYING PERIOD

A. Employees shall serve a probationary period during which time their work performance and general suitability for city employment will be evaluated. The probationary period for all classifications shall be six (6) months. The City may request an extension of the probationary period through a meeting with city management, the union, immediate supervisor and the employee to discuss the option of extending the probationary period for no more than an additional six (6) months.

B. Employees who are rehired following a break in service of ninety (90) calendar days or more, shall serve a new probationary period.

C. During the probationary period, or any extension thereof, the employee may be disciplined, up to and including termination, without recourse to the Grievance and Arbitration procedure of this Agreement.

D. Probationary employees may not promote, demote or transfer to another position during the probationary period.

E. Employees who have successfully completed an initial probationary period and who are subsequently selected for a voluntary transfer, promotion or voluntary demotion will be required to serve a qualifying period of not less than three (3) consecutive months, but not more than six (6) consecutive months.

1. If, during this qualifying period, the affected employee fails to demonstrate that he/she can completely and satisfactorily perform the duties of the position, the city may offer the employee an opportunity to return to the position the employee held immediately preceding the transfer or promotion should a vacancy exist. In the alternative an employee may request to return to his or her former position within sixty (60) calendar days of promotion or transfer.

2. If no vacancy exists and the employee fails the qualifying period, the employee may be released from his/her employment, subject to the grievance and arbitration procedures of this agreement.

ARTICLE 9
PROCEDURE FOR FILLING VACANCIES

A. All position vacancy announcements shall contain all necessary information. The position shall first be posted on the bulletin board in each department or office. The Union Stewards shall be provided a copy of all job vacancy announcements.

B. After an internal posting of ten (10) calendar days, the City may submit the vacancy announcement to the general public.

C. Employees interested in being considered for the position shall submit an application to the department head responsible for filling the vacancy.

D. All employee applications will be considered in determining who is best qualified for the position. Factors to be considered in making the selection will include City service, appropriate education, training, experience, past performance, past disciplinary actions, and the results of an oral interview. All other factors being equal between two internal candidates, the length of service and specialized training received within the City will be the deciding factors.

ARTICLE 10
WORKING OUT OF CLASSIFICATION/ACTING PAY

Those employees required to fill a higher classification due to the absence or incapacitation of the incumbent or to assist with workload issues in the higher classification shall be entitled to the higher classification salary for all hours worked in the higher classification. Prior authorization must be obtained to work in a higher classification from either the lead worker or City Management.

ARTICLE 11
STEWARDS AND BULLETIN BOARDS

I. Stewards

A. The Union may designate one (1) employee in each department or areas as shop steward and this steward shall be authorized to meet and confer with [the] City employees and department heads concerning the enforcement of the provisions and terms of this agreement and other working conditions.

B. The Union Business Representative and the steward may meet with the City Council or the City Clerk/Administrator or his designee for the purpose of communicating concerns of the parties.

II. Bulletin Boards

The City will provide reasonable space on the Official bulletin boards for the use of the Union. All such posting of notices must be designated by a representative of the Union.

ARTICLE 12
ORIENTATION OF NEW EMPLOYEES

The Union shall be notified of the employment of persons within the bargaining unit. Upon notification and discussion with the supervisor, the Union steward will be granted time up to fifteen (15) minutes during the work day to orient all new employees concerning the Union. Orientation

will not be done in a manner to disrupt the work environment and where the privacy of the parties is ensured.

ARTICLE 13
UNION DUES

A. Employees may authorize payroll deduction for the purpose of paying Union dues. Upon written authorization to the City from an employee, the City agrees to deduct from the wages of the employee, the amount equal to one half the total monthly dues.

B. The sums deducted shall be forwarded to the Union after the deduction has been made. The City also agrees to supply each time, the union with a list of employees who have authorized deductions. If the employee is new, the list will state "add." If the employee leaves the City, the form will state "delete."

C. The Union agrees to indemnify, defend and hold the City harmless against any and all claims or suits that may arise out of or by reason taken by the City in reliance upon any authorization cards submitted by the Union to the City. The Union agrees to refund to the City any amounts paid to it in error on account of the payroll deduction provisions upon presentation of proper evidence of error or mistake.

D. Dues deduction authorization shall be irrevocable for a period of one year and automatically renewed each year thereafter unless withdrawn by the employee the month immediately preceding the anniversary date of union membership.

E. The Union will certify to the City in writing the current rate of membership dues. The City will be notified in writing by the Union of any change in the rates of membership dues thirty (30) calendar days prior to the effective date of such change.

ARTICLE 14
RETIREMENT

A. All employees covered by this agreement shall participate in the Public Employees Retirement System (PERS) of the State of Nevada in accordance with the rules of that system as set forth in NRS Chapter 286.

B. Eligibility for retirement shall be governed by NRS 286.510 or it's successor statute. Employees are advised to be familiar with these provisions as they apply to eligibility for retirement.

ARTICLE 15
MANAGEMENT RIGHTS

The City is entitled, without negotiation, to the sole right and authority to operate and direct the affairs of the City in all its various aspects pursuant to NRS 288.150.

ARTICLE 16
UNION BUSINESS LEAVE

A. One (1) employee from the bargaining unit for every five (5) employees may be selected by the Union to be on the negotiation committee and be granted leave from duty with full pay, for all meetings between the City and the Union for the purpose of negotiating the terms of this contract, when such meetings take place during which such employee is scheduled to be on duty.

B. Two (2) employee Union representatives may be granted leave from duty with full pay for all meetings between the Union and the City for the purpose of processing grievances, when such meetings take place at a time during which such employee is scheduled to be on duty.

C. The Union shall notify the City of the designated representatives who shall be authorized to fill those positions.

ARTICLE 17
JURY DUTY/COURT APPEARANCE

A. A leave of absence with pay shall be granted to any employee who is required by law to appear and/or serve as a witness or juror for the Federal Government, the State of Nevada, or a political subdivision thereof. The employee will be paid his/her regular salary while on leave of absence, but must remit to his/her department head, for the deposit in general fund, all fees which he/she may receive as a witness or juror. The employee shall retain reimbursement for mileage and per diem.

B. Employees appearing in court for the above stated reasons on scheduled days off shall retain the compensation as may be authorized for that appearance.

C. The employee shall be responsible for completing the time report for days of court leave granted while absent from his/her regular duties.

ARTICLE 18
CLOTHING, UNIFORMS

I. Clothing

A. If required by City Management, or if required by applicable OSHA requirements, the City shall furnish an employee protective clothing and/or any uniform.

B. When an employee performs duties which may result in the employee's clothes being stained.

C. Service worker I and II, mechanic, assistant sexton, animal control officer, and equipment operators may request safety equipment as part of the budgeting process that will allow the employee to work in a safe work environment.

D. Landfill, streets, water and sewer employees are required to wear steel toed shoes. The City will pay up to $150.00 yearly towards the purchase of new steel toed shoes with the proof of purchase from the employee in these departments.

E. Employees in the park and cemetery will be allowed to wear uniform shorts (except when performing a burial with the family at the grave site.

II. Dress Code: Office Environment

A. Sleeveless blouses or dresses, khakis, slacks, cropped pants, Capri pants, skirts of a reasonable length and appropriate style may be worn. Miniskirts (3" above the knee), low cut dresses or blouses, crop tops, shorts, skorts, cargo pants, t-shirts, denim tops, denim jeans, pullover sweatshirts, spandex, lycra, sweat suits, tank[s] tops, or halter-tops (bare midriff), open toed shoes are prohibited. Attire should be appropriate for the area and work performed. Management in its sole discretion may allow office staff to deviate from this provision. The decision to deviate or not to deviate shall not be grievable by any employee. Management shall designatenot less than two days per calendar month in which employees shall be entitled to wear jeans to work.

B. All visible tattoos must be covered and no body piercing allowed, except for earrings.

ARTICLE 19
BUSINESS TRAVEL EXPENSES

A. The City of Ely will reimburse employees for business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the City Clerk/Administrator or his designee. Employees will be compensated for business travel as outlined by FLSA.

B. Employees whose travel plans have been approved should make all travel arrangements through the City of Ely City Administrator's Office.

C. When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by the City of Ely. Employees are expected to limit expenses to reasonable amounts.

D. City of Ely will pay employees for travel on City of Ely business on a per diem basis consistent with amounts for employees of the State of Nevada.

E. Any employee who is involved in an accident while traveling [in] **ON** business must promptly report the accident to the immediate supervisor. Vehicles owned, leased, or rented by the City of Ely may not be used for personal use.

F. Cash advances to cover reasonable anticipated expenses may be made to employees,

after travel has been approved. Employees should submit a written request to their supervisor when travel advances are needed.

G. With prior approval, employees on business travel may be accompanied by a family member or friend, when the presence of a companion will not interfere with successful completion of business objectives. Generally, employees are also permitted to combine personal travel with business travel, as long as time away from work is approved. Additional expenses arising from such non-business travel are the responsibility of the employee. The employee shall indemnify, defend and hold the City completely harmless for any and all claims arising out of his/her request to allow someone to accompany them on the trip. The City shall be in no way liable for any losses incurred by the employee or any family member or friend resulting from their participation in travel. The employee shall be required to use his/her own personal vehicle if taking a family member or friend on any business trip.

H. A trip report for all training travel involving seminars for the City is required. The trip report shall include a brief discussion of the reason for the trip, what was achieved or learned, and how the trip was beneficial to the City.

I. When travel is approved, the employee should contact their supervisor for guidance and assistance on procedures related to travel arrangements, travel advances, expense reports, reimbursement for specific expenses, or any other business travel issues.

J. Abuse of this Business Travel policy, including falsifying expense reports to reflect costs not by the employee, can be grounds for disciplinary action, up to and including termination of employment.

ARTICLE 20
MEDICAL AND LICENSE REQUIREMENTS

Any and all fees and/or costs associated with employee requirements for licensing and/or examinations necessary for continuing employment shall be paid for by the City.

ARTICLE 21
LAY OFF

A. Seniority is defined as length of service with the City of Ely.

B. Seniority by department shall be the determining factor in the case of layoff, demotions (in lieu of layoff) and recalls. Layoffs shall be in reverse order of seniority. Any employee who is laid off may bump an employee in another department with less seniority, when the job descriptions and skills of the positions are similar or less. The City shall give written notice thirty (30) calendar days prior to an employee's layoff or demotion in lieu of layoff. A City wide re-employment list shall be established for employees affected by layoffs and/or demotions. Seniority with the City is the priority of the re-employment list. If an employee is offered re-employment, but not qualified for the position, the City would continue down the list

until they find an employee qualified. If no employee is qualified, then the City shall offer to train, by seniority, an employee on the list willing to train for the position. If an employee refuses an offer of re-employment, for which she/he is qualified, the employs shall be removed from the list. Recall to employments shall occur in inverse order of layoff.

C. If an employee exercises bumping rights into another classification, the employee would retain his/her step on the wage scale in the new classification.

D. Any regular status employee reduced in grade or laid off under this Article shall have his/her name placed on the appropriate recall list as determined by the following:

Employees with:

0 to 8 Years of Service = 1 year recall period
8 or more Years of Service = 2 year recall period

E. The City will maintain the official recall list. Any employee who has been laid off shall be notified through certified mail, return receipt requested, at his/her last known address, of an offer of recall and shall, within twenty-one (21) calendar days from the date of mailing, respond affirmatively in person to the City Administrator of acceptance of the offer of recall. Failure to respond within the twenty-one (21) calendar day period will constitute waiver of the right to recall and that person will be removed from the recall list. An employee must be available for work within two (2) weeks of acceptance of the offer. Upon recall after layoff, the time that the person was on layoff shall be counted as a break in service; however, the employee, upon return, shall resume accruing all benefits at the same level as at the time of layoff.

ARTICLE 22
LEAVE OF ABSENCE

I. Leave of Absence Without Pay

A. Leave without pay may be granted only to an employee who desires to return to City Service.

B. Leave without pay for less than thirty (30) calendar days must be granted by the City Administrator.

C. Leave without pay for thirty (30) calendar days or more may be granted for the good of the public service by the City Council.

D. The employee shall retain his/her status as a public employee and the pay, leave and benefits accrual level as prior to the approved leave.

II. Leave of Absence With Pay

A. When it is impractical for a registered voter to vote before or after his normal working hours.

B. When an employee acts as a volunteer firefighter or EMT as provided by NRS 268.

III. Unauthorized Absence

A. An unauthorized absence from work shall be a no-call/no show and may be cause for disciplinary action, up to and including termination.

B. An unauthorized absence for three (3) consecutive days shall be regarded as an automatic resignation from City employment.

ARTICLE 23
SICK LEAVE

I. Accruals

A. Employees shall start accruing sick leave upon the date of hire, but shall not be allowed to utilize sick leave accruals until completion of their probationary period. A probationary employee who fails to satisfactorily complete their probationary period shall not be entitled to payment for any accrued sick leave.

B. Full time employees shall accrue sick leave at the rate of 3.7 hours per pay period.

C. Part time employees shall accrue sick leave based on the number of hours hired to work per year. For example, a part time employee hired to work twenty (20) hours per week will accrue sick leave at fifty percent (50%) of the full time employee or 1.85 hours per pay period.

D. Employees hired on an intermittent or temporary basis shall not accrue sick leave.

E. Employees are encouraged to bank their sick leave in the event of a catastrophic illness or injury. In the event an employee voluntarily terminates his/her employment or is terminated as the result of a layoff, he/she shall, based on seniority as defined in Article 18, be entitled to payment for unused accrued sick leave at his or her regular hourly rate upon termination as follows:

0 through 9 years of service	10%
10 through 15 years of service	20%
16 through 20 years of service	30%
21 or greater years of service	40%

F. In the event an employee passes away during his/her employment with the City, the City shall pay to the designated beneficiary of the employee's estate that portion of sick leave accruals based on the employee's years of service at the time of his/her passing pursuant to this Article.

II. Worker's Compensation

A. In the event an employee is absent due to an employment connected temporary disability, he/she may receive compensation as determined by the State Industrial Insurance Commission and may receive an amount from the City which would cause the amount received by the employee to equal his/her salary at the time of his/her disability. Such payments from the City shall not extend beyond an employee's accumulated sick leave and annual leave.

B. In the event compensation is immediately established by the State Industrial Insurance Commission and the employee draws full sick leave pay from the City and subsequently receives State Industrial Insurance Commission compensation, he/she shall repay the City the amount of such compensation pay received to cover the period which was covered by City sick leave.

III. Sick Leave Use

Employees are entitled to use sick leave only when incapacitated due to sickness or injury or when receiving necessary medical, optomology, orthodontia, dental service or examination, or illness or death in his/her immediate family.

ARTICLE 24
BEREAVEMENT LEAVE

A. If an employee wishes to take time off due to death of an immediate family member, the employee should notify his/her supervisor immediately. Day shall be defined as an eight (8) hour increment.

B. Employees may use three (3) days paid bereavement leave. Bereavement leave in excess of three (3) days up to two (2) additional days, will be charged against an employee's sick leave balance, if available. If there is no sick leave balance available, an employee may charge the additional two (2) days bereavement leave against their available annual leave or if there is no accrued annual leave, take time off without pay.

C. Bereavement pay is calculated based on the pay rate at the time of absence and will not include any specific forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

D. Approval of bereavement leave will occur in the absence of unusual operating requirements. Any employee may, with the supervisor's approval, use any available paid leave for additional time off as necessary.

E. City of Ely defines "immediate family" as the employee's spouse, or registered domestic partner, parent, child, sibling, the employee's spouse's parent, child, or sibling, the employee's child's spouse, grandparents or grandchildren.

F. Special consideration will also be given to any other person whose association with the employee was similar to any of the above relationships.

ARTICLE 25
MILITARY LEAVE

A. A military leave of absence will be granted to employees, except those occupying temporary positions, to attend scheduled drills or training or if called to active duty with the U.S. armed services.

B. Employees will continue to receive full pay while on leave for two-week training assignments and shorter absences. The portion of any military leaves of absence in excess of two weeks will be unpaid. However, employees may use any available paid time off for the absence.

C. Subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible, health insurance benefits will be provided by City of Ely for the full term of the military leave of absence.

D. Employees on two-week active duty training assignments or inactive duty training drills are required to return to work for the first regularly scheduled shift after the end of training, allowing reasonable travel time. Employees on longer military leave must apply for reemployment in accordance with all applicable state and federal laws.

E. Every reasonable effort will be made to return eligible employees to their previous position or a comparable one. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service, such as the rate of vacation accrual and job seniority rights.

ARTICLE 26
GRIEVANCE PROCEDURE

I. Definitions

A. A grievance shall be defined as a dispute between an employee, a group of employees, or the Union and the City which involves the interpretation, application, or enforcement of any provisions of the Agreement.

B. Day – A working day shall be defined as any day Monday through Friday, excluding weekends and holiday.

II. Time Limits

The parties agree that the time limitations defined in this Article shall be adhered to. A violation of a prescribed time limitation in this Article by the City shall, in the event of arbitration, require the arbitrator to consider such failure and apply the appropriate weight resulting from the failure, in rendering a decision. The parties of this Agreement may grant an extension to the requesting party if said extension request is in written form and approved by the party receiving said request. A request for extension shall include the length of extension being requested.

III. Procedure for filing a grievance

All grievances will be processed in the following manner:

A. Step 1:

1. Within fifteen (15) working days of the event giving rise to a grievance or knowledge of the event giving rise to a grievance, the employee will present the written grievance to his/her department head for action.

2. The grieved employee may request representation by an employee or non-employee Union Representation at this hearing. The department head shall, within fifteen (15) working days of receiving the grievance render a written decision to the grievant. Both parties can mutually agree to extend the timeline.

B. Step 2:

1. Should the grievant be dissatisfied with the department head response, the grievance shall be forwarded by the employee to the mayor or his designee for further action within fifteen working days of receipt of the department head's decision. The grievance will be reviewed and a decision rendered by two disinterested persons: "neutral decision makers". The neutral decision makers will be the mayor or his designee and another department head of the employee's choice. The neutral decision makers will have fifteen working days to review the grievance from the employee and prepare a written determination. The neutral decision makers will determine the facts surrounding the grievance, determine what occurred and decide a proper course of action to resolve the grievance based on the union contract, the personnel policy manual and relevant law on point. If the neutral decision makers cannot agree to a resolution the matter will advance to Arbitration. The grievant may designate a person to assist in preparation of the grievance and in answering any questions posed by the neutral decision makers. The grievant may select the union steward or any other person, however, the grievant may only use a single representative during Step 2. Both parties may mutually agree in a written instrument to extend the timelines.

C. Step 3 Arbitration:

The Union may request arbitration of a grievance if the determination by the neutral decision makers is unsatisfactory to the employee. The Union will notify the City in writing of such a decision within ten days of receipt of the decision rendered in Step 2. The Union will request a list of arbitrators from the State of Nevada Arbitrators, whose arbitration rules and procedures will apply. On receipt, the parties will alternately strike names from the list until a single name remains to serve as an arbitrator. The union will be the first party to strike a name from the list. Both parties may mutually agree in a written instrument to extend the timelines.

D. Arbitrator's Authority

The decision of the arbitrator is final and binding on the parties and fully enforceable as a final judgment. The arbitrator will not add to, subtract from, or modify any of the terms of this Agreement, or any supplemental Agreement. The award of the arbitrator shall be based on the evidence presented at the hearing.

E. Expenses

The fees of the arbitrator and a court reporter will be borne equally by the union and the City. Each party shall be responsible for its own witness fees, legal fees or preparation fees. City employees required to testify at the hearing during regular working hours will be paid their actual rate of pay and will return to their job duties as soon as time permits.

F. Compliance

The parties agree to comply with the arbitrator's decision within five (5) working days of receipt of the decision. The arbitrator will endeavor to render a discharge related decision within fourteen (14) working days of the hearing. All other decisions will be rendered within thirty days of the hearing.

G. Automatic Withdrawal or Advance of Grievance

In the event the grievant fails to adhere to timelines, the grievance is considered to be withdrawn. If the City fails to respond within the timelines, all non-monetary grievances will be considered settled in favor of the grievant, all other grievances shall advance to the next step.

H. Reprisal

No employee shall suffer retaliation, reprisal, or discrimination for filing a grievance, assisting in the preparation of a grievance or providing testimony.

ARTICLE 27
SENIORITY

A. Seniority means the length of an employee's continuous service with the City. An employee who has not completed the initial probationary period shall not be considered a regular employee. Preference in vacation scheduling and extra days off shall be by seniority.

B. An employee's continuous service record (seniority) shall be broken by voluntary resignation. Part time employees shall earn seniority based on the number of hours worked each year (based on the employee's hire date). For example, an employee who works 1040 hours during their anniversary year shall earn one-half (1/2) year of seniority.

C. Continuous Service:

The following shall not be considered as breaks in continuous service for all personnel actions:

1. Authorized military leave for active service, provided that the person is reinstated within ninety (90) calendar days following honorable discharge or release from active duty from military service.

2. Authorized military leave for training duties not to exceed thirty (30) calendar days in one calendar year.

3. Authorized leave with pay which the City deems to be beneficial to the public service.

4. Authorized leave without pay for thirty (30) working days or less in any calendar year.

5. Authorized leave without pay for more than thirty (30) working days which the City deems beneficial to the public.

ARTICLE 28
HOURS OF WORK, OVERTIME AND SHIFT DIFFERENTIAL

I. Hours of Work

A. Rest periods of 15 minutes shall be taken at or near the middle of every four-hour work period as is operationally practical.

B. Rest periods shall be taken sufficiently near the work site so as to insure that such periods do not exceed 15 minutes.

C. If employees are working a reasonable distance from the City maintenance shop, they may take their break at the shop at the discretion of the Department Head.

D. A rest break may be taken when working overtime outside of regular working hours with the permission of the Department Head.

E. The standard work schedule for full time employees in non-office environments shall consist of an eight hour day with an unpaid 30 minute lunch period.

F. The standard work schedule for full time employees in an office environment or the landfill shall consist of an eight (8) hour day with an unpaid one (1) hour lunch period.

II. Overtime

A. Overtime work must be approved by the Department Head in advance.

B. Any work required of an employee on a day when no work was scheduled for him/her, or for which he/she is required to return to his/her place of employment, shall be considered to be at least two (2) hours in duration, and shall be compensated at the overtime rate of pay (1.5) times the employee's regular rate of pay. However, if an employee is called to duty within thirty (30) minutes prior to regularly scheduled work, such additional work shall be regarded as an extension of the work day and shall be paid as overtime on an hourly basis to the nearest one-half (.5) hour. The employee may, with the City's approval, leave one-half hour earlier in lieu of payment of overtime under this provision.

III. Overtime Compensation

A. An employee regularly scheduled to work a five (5) day, forty (40) hour week shall be paid time and one-half (1.5) times his/her regular straight time hourly rate of pay for all hours worked in excess of eight (8) hours in the day, or forty (40) hours in the week, or compensatory time off as set forth below in paragraph IV of this Article.

B. Except as set forth in paragraph II B of this Article, an employee regularly scheduled to work part time as defined in Article 3, shall be paid his/her regular straight-time hourly rate of pay for all hours worked not to exceed eight (8) hours in the day (unless working a regular ten (10) hour shift), and in any case shall be paid time and one half (1.5) his/her regular straight time hourly rate pursuant to paragraph III. A above for all hours worked in excess of eight hours in a shift or forty (40) hours in the week, or compensatory time off as set forth below in paragraph IV of this Article.

C. An employee regularly scheduled to work a four (4) day, forty (40) hour work week shall be paid time and one-half (1.5) his/her regular straight time hourly rate of pay for all hours worked in excess of ten (10) hours in the day, or forty (40) hours in the week, or compensatory time off as set forth below in paragraph 4 of this Article.

D. Overtime premium shall not be pyramided.

IV. Compensatory Time Off

A. Overtime compensation may be paid in cash or in compensatory time off under the following restrictions:

1. Employees who earn overtime may with the approval of the City Administrator or Designee elect overtime pay or compensatory time off work. Compensatory time off work will be granted at the rate of 1.5 hours off for each overtime hour worked. Employees who elect compensatory time off may accrue up to 40 hours compensatory time off. Employees have six months to utilize compensatory time off banks to forty hours or less, or be paid at time and one half for each overtime hour worked at the hourly rate the compensatory time was accrued.

B. All Department Heads will distribute overtime as equitably as possible. Full-time

supervisor.

11. Martin Luther King Day
12. Day after Thanksgiving
13. Birthday Holiday (upon completion of new hire probation period, Article 8)

II. Holiday Pay

A. Employees shall be paid at their normal hourly rate for their shift for holidays which fall on their normal work day.

B. An employee called back to work on a designated holiday, shall receive his/her hourly rate for the holiday and shall be paid overtime pursuant to Article 28 of this Agreement for all hours worked on the holiday.

ARTICLE 31
ANNUAL LEAVE

I. Intent

A. Annual leave with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. All regular full and part time employees are eligible to earn and use vacation time as described in this policy. Temporary employees do not accrue annual leave hours. Accruals are based on length of service and employment status. Annual leave accruals will not be earned during any period of unpaid leave of absence.

B. Probationary employees shall accrue annual leave beginning with their date of employment but shall not be allowed to use accrued annual leave until satisfactory completion of their probation. Should a probationary employee not complete his/her probation period for any reason, he/she shall not be entitled to payment for annual leave accruals.

C. Regular full and part time employees shall be allowed to accrue and maintain an annual leave bank of 240 hours. All hours accrued in excess of 240 hours must be used before the employee's anniversary date. All hours in excess of 240 hours not used, will be paid to the employee at fifty (50%) percent of his/her regular hourly rate in the pay period immediately following his/her anniversary date so that the employee's balance does not exceed 240 hours. Retirement credit shall not be earned from this payment.

D. Accrual rates will change the pay period following the employee's anniversary date.

E. Part time employees shall accrue annual leave based on the number of hours the employee is hired to work per year as a percentage of the accrual earned by full time employees. For example, a part time employee hired to work twenty (20) hours per week would accrue annual leave at fifty (50%) percent of the full time employee's rate with similar years of service.

II. Annual Leave Accrual Rate

Years of Eligibility	Rate Per Pay Period
0 to 5 years	3.08 hours
6 to 10 years	4.62 hours
11 to 15 years	6.46 hours
16 years or more	7.69 hours

A. Annual leave can be used in minimum increments of four (4) hours. To take annual leave, employees shall request advance approval from their supervisors. Vacation requests of two working days (16 hours) or less should be made as soon as possible, but not less than five (5) working days prior to the first day of vacation. All other request of sixteen (16) hours or more shall be made ten (10) working days in advance. Requests will be reviewed based on a number of factors, including business needs, seniority and staffing requirements.

B. All accrued annual leave hours up to a maximum of 240 hours shall be paid to the beneficiary of the employee's estate if the employee passes away while employed.

ARTICLE 32
GROUP INSURANCE

All employees shall have the privilege of participating in the City group insurance program as the same is now or may hereafter be in effect.

ARTICLE 33
STRIKES

The Union agrees that there will be no strikes against the City under any circumstances.

For the purpose of this agreement the meaning of the word "strike" shall include but not be limited to any concerted stoppage of work, slowdowns, interruption of the operations of the City by the Union.

ARTICLE 34
SAVINGS CLAUSE

A. In the event that any provisions of this Agreement is or shall be rendered invalid by applicable legislation or be declared by court or regulatory agency of competent jurisdiction, such action shall not invalidate the entire agreement. It is the express intention of the City and the Union that all other provisions not rendered invalid shall remain in full force and effect, and the parties shall enter into negotiations to bring the invalid section or sections into compliance.

B. This Article does not preclude informal discussion between the parties if any matter which is not subject to negotiations or contract. Any such informal discussion is exempt from all requirements of notice or time schedule.

C. This Agreement shall be binding upon the Union, upon the City and upon their respective transferees, successors and assignees (in accordance with NRS Chapter 288). If the City shall, during the term of this Agreement, be disincorporated the City shall notify White Pine County District Attorney, as the representative of the White Pine County Commission, by certified mail of the existence of this Agreement and shall simultaneously send the Union, by certified mail, a copy of such notice given to the representative of White Pine County Commission. The Union retains the exclusive right to enter into collective bargaining with White Pine County on the terms and conditions of employment for employees covered by this collective bargaining agreement.

ARTICLE 35
SAFETY, HEALTH AND WELFARE

A Safety Committee composed of two (2) representatives each, the Union and the City will be set up to review safety concerns within the City. The Union representatives shall be appointed by the Union and the City representatives by the City. Regular safety meetings will be held no less often than every sixty (60) days. The recommendations of the Safety Committee will be provided to the City Clerk/Administrator and Union Stewards in written form no later than three (3) working days after the meeting on routine safety issues and immediately on critical issues.

ARTICLE 36
TUITION REIMBURSEMENT

I. Tuition Reimbursement

The City encourages its employees to continue improving their job skills and education. To that end, the City shall reimburse employees for the cost of tuition for job related training and/or college courses. The employee shall provide proof of payment of the class or training and must successfully complete the class or training. If a letter grad is awarded for the class the employee must obtain a "C" or better to be eligible for reimbursement. If no letter grade is provided, the employee must prove successful completion of the class or training. The employee, when enrolling in a job related college course shall provide his/her supervisor with the enrollment form and obtain approval from his/her supervisor to attend the class for tuition reimbursement purposes only.

II. Job Related Training

An employee wishing to attend a job related training class, or certification class shall provide his/her supervisor with a training and travel request, along with any applicable flyer, notice or other announcement describing the training the employee wishes to attend. If approved to attend the training class, certification course or seminar, the employee shall follow all of the requirements under Article 19 of this Agreement.

ARTICLE 37
WARRANT OF AUTHORITY

The City and the Union hereby warrant and guarantee that they have the authority to act for, bind, and bargain on behalf of each entity which they represent, during the term of this agreement.

EFFECTIVE DATE AND DURATION

This agreement shall be in full force and effect from July 1, 2015 and shall continue on force until June 30, 2018. It shall be automatically renewed from year to year thereafter unless amended by mutual agreement of the parties.

In witness whereof, the City and the Union have duly executed by their authorized representatives this _____day of _____.

City of Ely

Robert Switzer, City Administrator

Melody Van Camp, Mayor

Marion Hanson, Mayor Pro Tem

Charles H. Odgers, Esq., City Attorney

OPERATING ENGINEERS LOCAL UNION #3 OF THE IUOE, AFL-CIO

Russell E. Burns, Business Manager

James K. Sullivan,
Recording-Corresponding Secretary

Rick Davis,
Director of Public Employees

Allen Strong, Business Representative

Edward Bell, Committee

David Berkey, Committee

EXHIBIT (A) – WAGE SCALE

PAY SCALE

Effective July 1, 2015

CLASSIFICATION	HIRE RATE	1 YEAR ANNIV	2 YEAR ANNIV	5 YEAR ANNIV	10 YEAR ANNIV
Account/Utility Clerk	$15.42	$16.50	$17.49	$18.77	$18.96
Administration Assist. I	$13.43	$14.38	$15.24	$16.36	$16.52
Administration Assist. II	$15.42	$16.50	$17.49	$18.77	$18.96
Animal Control Officer	$15.98	$17.11	$18.14	$19.47	$19.66
Assistant Sanitation	$19.39	$20.75	$22.00	$23.61	$23.84
Assistant Sexton	$16.12	$17.26	$18.29	$19.63	$19.83
Assistant Treatment Plant Operator	$19.61	$20.99	$22.59	$25.08	$25.59
Court Clerk	$13.85	$14.83	$15.72	$16.87	$17.04
Engineering Tech	$14.80	$15.85	$16.80	$18.03	$18.21
Equipment Operator I	$18.94	$20.27	$21.49	$23.06	$23.29
Equipment Operator II	$19.22	$20.57	$21.81	$23.40	$23.63
Equipment Operator III	$19.50	$20.87	$22.12	$23.74	$23.98
Landfill Gate Clerk	$14.84	$15.89	$16.84	$18.07	$18.25
Mechanic	$18.98	$20.32	$21.54	$23.12	$23.35
Senior Court Clerk	$15.42	$16.50	$17.49	$18.77	$18.96
Service Worker I	$15.98	$17.11	$18.14	$19.47	$19.66
Service Worker II	$16.75	$17.94	$19.01	$20.40	$20.61

Landfill Lead	$25.90
Maintenance Lead	$25.22
Streets Lead	$25.90
Water/Sewer Lead	$25.53

PAY SCALE

Effective July 1, 2016

EMPLOYEES	HIRE RATE	1 YEAR ANNIV	2 YEAR ANNIV	5 YEAR ANNIV	10 YEAR ANNIV
Account/Utility Clerk	$15.42	$16.67	$17.84	$19.15	$19.34
Administration Assist. I	$13.43	$14.53	$15.55	$16.69	$16.85
Administration Assist. II	$15.42	$16.67	$17.84	$19.15	$19.34
Animal Control Officer	$15.98	$17.28	$18.50	$19.86	$20.05
Assistant Sanitation	$19.39	$20.96	$22.44	$24.08	$24.32
Assistant Sexton	$16.12	$17.43	$18.66	$20.02	$20.22
Assistant Treatment Plant Operator	$19.61	$21.20	$23.04	$25.58	$26.11
Court Clerk	$13.85	$14.98	$16.03	$17.20	$17.38
Engineering Tech	$14.80	$16.01	$17.14	$18.39	$18.57
Equipment Operator I	$18.94	$20.47	$21.92	$23.52	$23.76
Equipment Operator II	$19.22	$20.78	$22.24	$23.87	$24.11
Equipment Operator III	$19.50	$21.08	$22.57	$24.22	$24.46
Landfill Gate Clerk	$14.84	$16.04	$17.18	$18.43	$18.62
Mechanic	$18.98	$20.53	$21.97	$23.58	$23.81
Senior Court Clerk	$15.42	$16.67	$17.84	$19.15	$19.34
Service Worker I	$15.98	$17.28	$18.50	$19.86	$20.05
Service Worker II	$16.75	$18.12	$19.39	$20.81	$21.02

Landfill Lead	$26.42
Maintenance Lead	$25.72
Streets Lead	$26.42
Water/Sewer Lead	$26.04

PAY SCALE

Effective July 1, 2017

EMPLOYEES	HIRE RATE	1 YEAR ANNIV	2 YEAR ANNIV	5 YEAR ANNIV	10 YEAR ANNIV
Account/Utility Clerk	$15.42	$16.84	$18.20	$19.53	$19.73
Administration Assist. I	$13.43	$14.67	$15.86	$17.02	$17.19
Administration Assist. II	$15.42	$16.84	$18.20	$19.53	$19.73
Animal Control Officer	$15.98	$17.46	$18.87	$20.25	$20.46
Assistant Sanitation	$19.39	$21.17	$22.89	$24.56	$24.81
Assistant Sexton	$16.12	$17.60	$19.03	$20.42	$20.63
Assistant Treatment Plant Operator	$19.61	$21.41	$23.50	$26.10	$26.63
Court Clerk	$13.85	$15.13	$16.35	$17.55	$17.72
Engineering Tech	$14.80	$16.17	$17.48	$18.76	$18.94
Equipment Operator I	$18.94	$20.68	$22.36	$23.99	$24.23
Equipment Operator II	$19.22	$20.99	$22.69	$24.35	$24.59
Equipment Operator III	$19.50	$21.29	$23.02	$24.70	$24.95
Landfill Gate Clerk	$14.84	$16.21	$17.52	$18.80	$18.99
Mechanic	$18.98	$20.73	$22.41	$24.05	$24.29
Senior Court Clerk	$15.42	$16.84	$18.20	$19.53	$19.73
Service Worker I	$15.98	$17.46	$18.87	$20.25	$20.46
Service Worker II	$16.75	$18.30	$19.78	$21.23	$21.44

Landfill Lead	$26.56
Maintenance Lead	$20.51
Streets Lead	$26.56
Water/Sewer Lead	$26.17

EXHIBIT B
JOB CLASSIFICATIONS
EQUIPMENT OPERATORS

Equipment Operator I
Must be capable of operating equipment listed for Operator I.

Equipment Operator II
One level above Operator I, must be capable of operating the equipment listed for the Department they work in.

Equipment Operator III
One level above Operator II, must be capable of operating the equipment listed. List includes all equipment City operates.

The City will require individuals to perform and successfully pass a skills ability test prior to being promoted to a higher level. Skills test will be designed and administered by City Supervisors and experienced City operators. Upon successful completion of the test a certificate will be awarded to the individual.

City will allow time during normal work hours for training, on the various equipment when time and conditions allow. Individuals are to receive authorization from both Department supervisors affected prior to starting the training.

Upgrades when Operating Equipment

When an employee has the approved training on a specific piece of equipment and is requested to operate the equipment, the employee will be paid acting pay for each hour, or portion thereof, worked in the higher classification pursuant to Article 10 of this Agreement.

Equipment Qualified to Operate

Operator Level I	**Operator Level II**			**Operator Level III**
Dump Truck	**Road Dept.**	**Landfill**	**Water/Sewer**	
Snow Plow	Dump Truck	Dump Truck	Dump Truck	Dump Truck
	Snow Plow	Snow Plow	Backhoe	Snow Plow
	Loader	Loader	Loader	Loader
	Grader	Grader	Grader	Grader
		Compactor		Compactor
		Dozer		Dozer
				Backhoe