Agreement Between

Teamsters Local 533 and the

City of Fallon

July 1, 2013 through June 30, 2015

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AGREEMENT

This Agreement is entered into this 1st day of July 2013, by and between City of Fallon, a Municipal Corporation of the State of Nevada, hereinafter referred to as "City," and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and helpers and Professional, Clerical, Public and Miscellaneous Employees, Local Union 533 of Donner and the Tahoe Basin, Reno Northern Nevada, affiliated with the I.B.T. and hereinafter referred to as the "Union."

PREAMBLE

WHEREAS the City provides public services essential to the health, safety and welfare of the residents of City of Fallon; and

WHEREAS, it is the duty of the City to negotiate in good faith with the Union and it is the duty of the Union to negotiate in good faith with the City concerning wages, hours, and other terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement;

IT IS HEREBY AGREED as follows:

ARTICLE I
RECOGNITION

1.1 RECOGNITION

The City hereby recognizes the Union as the sole and exclusive representative for purposes of collective bargaining of the employees in the job classifications listed in Schedule "A" attached hereto. The City agrees not to recognize or bargain with any other organization purporting to represent the members of the bargaining unit for as long as the Union remains the exclusive bargaining representatives of the employees. The City agrees not to enter into any written or verbal agreement with any employee that is covered under the collective bargaining agreement.

1.2 EMPLOYEE DEFINITION

As used herein unless the context otherwise requires, the words and terms listed below shall have the meanings ascribed to them in this section.

a. Regular employee" means an employee who has been retained in a regular position with the City after completion of the probationary period.

b. Regular part-time employee" means an employee whose regular work week consists of 20 hours maximum per week.

c. Probationary employee" means an employee who is on probation in a regular position. Newly hired probationary employees are excluded from the coverage of the agreement except as otherwise provided herein.

d. Date of Hire. The date of hire shall be defined as the day the employee completes the 6 month probationary period and becomes a regular employee as set forth in paragraph a. Date of hire will revert back to original starting date, after completing 6 month probation period.

e. Temporary Employees – The Union recognizes the need and periodic use of temporary employees, however, they shall not be utilized beyond a ninety (90) day period. In the event a temporary employee is utilized beyond the ninetieth (90th) day, they will be considered as a "Probationary Employee" as defined in 1.2 (c) above.

1.3 ELIGIBILITY FOR BENEFITS

The rights and benefits provided herein shall be accorded to all regular employees. Regular employees shall receive annual leave and sick leave benefits. Employees working less than 40 hours but more than 20 hours (3/4 time) shall receive annual leave and sick leave benefits on a prorated basis. The term of any probationary period shall be credited for the purposes of determining annual leave, sick leave, promotional rights, and insurance eligibility. The City shall not hire part-time or temporary employees as a means to avoid payment of benefits. Any part-time employee who works less than 21 hours per week shall not be entitled to pro-rated benefits.

ARTICLE 2
UNION RIGHTS

2.1 PERTINENT INFORMATION

The Union may request reasonable information concerning any subject matter included in the scope of mandatory bargaining which it deems necessary for/or relevant to collective bargaining, or necessary for the administration or application of this agreement. Whenever possible, the request will be made in writing. The City shall, within a reasonable period, furnish any information as may be reasonably requested.

Furthermore, the City shall notify the Union of the name, classification and starting grade and step of each new employee within 30 days of the new employee's starting date. In the event the City establishes a new classification, the Union will be notified in writing of the newly established classification title and wage rate. If, within 30 days thereafter, the Union provides written notification of its disagreement with the classification or its wage rate, the City and Union shall meet to discuss the issue prior to submission to the grievance process. The Union shall have the right to post notices of activities and matters of Union concern on bulletin boards, at least one of which shall be provided in each department. The Union shall have the right to use inter-office mail for Union business.

2.2 UNION BUSINESS

Representatives of the Union will be permitted to transact Union business on City property, providing there is no disruption to the normal work and direct organizing activities are not conducted. Designated representatives of the Union shall be allowed to receive telephone calls or

other communiqués concerning Union business at anytime during working hours, provided that such activities shall not disrupt work.

Furthermore, the City's buildings may be available for meetings upon request and reasonable notice. The City shall provide reasonable prior notice to the Union before it implements changes in personnel practices or general working conditions that will affect an entire department or division.

2.3 RELEASE TIME FOR UNION BUSINESS

On July 1st of each year, the Union shall be credited with 60 hours of administrative leave to be used for Union business by employees during working hours without loss of pay. The department head's approval must be obtained before administrative leave may be used, but such approval may not be unreasonably withheld. It is understood the work needs of the City shall be recognized when granting leave. Administrative leave is separate and distinct from release time for negotiations. When the City and Union agree to conduct negotiations during normal work hours, the City shall allow release time, with pay, to those employees who are members of the Union's negotiation committees. Grievance hearings shall be conducted during normal work hours with release time, with pay, for those employees who are members of the Union's grievance committee. The Union shall notify the City in writing of a maximum of five employees who will serve on their negotiation committee, five of whom may attend negotiation sessions as discussed above. When the City and the Union agree to conduct negotiations during normal work hours, the City shall allow release time, with pay, for the negotiation team to conduct formal negotiations. Grievance hearings shall be conducted during normal work hours with release time, with pay, for those employees who are specifically assigned and reasonably necessary for them to appear for the grievance hearing. The Union shall notify the City in writing the names of the five employees who will serve on the "negotiation committee."

ARTICLE 3
DRIVE AND UNION DUES CHECKOFF

3.1 The City shall deduct from the pay of each employee, each month, who furnished a written assignment therefore, the regular monthly dues, initiation or re-initiation fees and/or DRIVE contributions required of members of the Union, and forward such monies to the Union and/or DRIVE National Headquarters as appropriate.

3.2 Deductions shall be made from the second payroll period of each month. One check for the total deductions for membership dues and initiation fees shall be submitted to the Financial Secretary of Local Union 533, International Brotherhood Teamsters, 240 Gentry Way, Reno, Nevada 89502, within five working days of the date the dues are withheld from the employee's check. A breakdown of said check shall accompany the transmittal. The City shall notify the Union each month of the time of the dues transmittal to the Union of any changes since the previous dues and the reasons thereof. A separate check for the DRIVE deductions shall be forwarded to DRIVE National Headquarters, 25 Louisiana Ave. N.W., Washington, DC 20001. The form used for check-off authorization shall be approved by both the City and the Union.

3.3 INDEMNIFICATION

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

ARTICLE 4
MANAGEMENT RIGHTS

4.1 CITY'S RIGHTS TO MANAGE

Except as otherwise provided herein and/or as provided by NRS 288, or in any supplement hereto, the City retains all rights reserved to local government employees under the laws of Nevada. The retention of these rights does not preclude any employees from filing a grievance or seeking a review of the exercise of these rights. Furthermore, the City shall have the ultimate right and responsibility of a local government employer to manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers and its employees, and consistent with the agreement. The City has the right and is entitled without negotiation to (a) direct and manage its employees; (b) hire, promote, transfer, assign, retain, suspend, demote, discharge, or take disciplinary action against any employee with just cause and pursuant to the City ordinances and Nevada Revised Statutes, provided, however, that the City shall not transfer an employee as a form of discipline; (c) relieve any employee from duty because of lack of work or lack of funds; (d) determine the methods, means and personnel by which its operations are to be conducted, except for considerations of personal safety; (e) take whatever actions may be necessary to carry out its responsibilities in situations of emergency; and (f) determine appropriate staffing levels and work performance standards, except for safety considerations, and determine the content of the workday, including without limitation workload factors, while recognizing safety considerations. Delivery of Municipal services in the most efficient and courteous manner is of paramount importance to the City and the Union. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.

ARTICLE 5
NONDISCRIMINATION

Both parties to the Agreement agree to assure equal employment opportunity to all employees and not to engage in any employment practice which discriminates against any employee for employment with respect to compensation, terms, conditions or privileges of employment because of any individual's race, color, religion, national origin, marital status, eligibility for military service, sex, age, or Union affiliation as provided by law, or mental or physical handicap, to the full extent required by law.

ARTICLE 6
EMPLOYEE RIGHTS

6.1 CIVIC, JUDICIAL, AND QUASI-JUDICIAL DUTY

An employee called to appear for legal proceedings before any judicial or quasi-judicial or administrative tribunal, as a result of a job related incident, or in the course of performance of an employment obligation, or for jury duty, shall be granted administrative leave and shall not lose compensation for responding to or participating in such proceedings. Such leave shall include appearance as a witness in such legal proceedings referred to above, or as a juror for jury duty, and any witness or juror fee shall be paid over to the City.

6.2 PERSONAL LIFE

The personal life of any employee is not an appropriate concern of the City unless it in fact adversely affects the employee's job performance or productivity, or interferes with the job performance of any other City employee.

6.3 APPEARANCES BEFORE EMPLOYER

Any employee shall be entitled but is not required to have a representative of the Union present during any appearance before the City or its representatives concerning any matter which could adversely affect the employee's position, employment, salary, or any increase thereto. The City and the Union shall both advise the employees of their rights to have a representative present at any time when such employee's employment maybe adversely affected. In the event the City calls a meeting for the purpose of considering an adverse change in an employee's employment, the City shall advise the employee of his right to have a representative present.

6.4 JUST CAUSE

No employee shall be disciplined, suspended, reduced in rank or compensation, adversely evaluated, transferred for disciplinary reasons, dismissed, terminated, or otherwise deprived of any employment advantage without just cause. The City agrees to follow a general practice of progressive discipline as applicable.

6.5 STATE AND FEDERAL RIGHTS

Nothing contained herein shall be constructed to deny employees such rights as they have under the laws of Nevada, the United States, or other applicable laws, decisions and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE 7
EMPLOYEE WORK SHIFT AND WORKWEEK

7.1 STANDARD WORK SHIFT

a. Regular full-time employees' regularly scheduled work shift shall be eight hours, except as provided by paragraphs (c) and (d) below.

b. Regular part-time employees' regularly scheduled work shift shall be not less than four (4) hours, except as provided by paragraphs (c) and (d) below.

c. There may be a regularly scheduled alternative work shift.

d. In the event the City decides to change a regularly scheduled work shift, the City shall provide fifteen (15) days advance notice to, and discussion with, the Union and affected employees prior to implementation of any change. Such changes shall only be made for the efficiency of the operations.

7.2 STANDARD WORKWEEK

a. Regular full-time employees' regularly scheduled workweek shall be forty (40) hours.

b. Regular part-time employees' regularly scheduled workweek shall not be less than twenty-one (21) hours.

c. This section does not establish nor should it be understood to be a guaranteed workweek for employees covered by this Agreement but defines the basic workweek for the purposes of a subject of mandatory negotiation and overtime. The standard workweek shall begin at 12:01 a.m. on Monday and shall end at midnight Sunday.

7.3 REST PERIOD

a. Employees shall receive a fifteen (15) minute rest period for each four hours worked.

ARTICLE 8
OVERTIME

8.1 COMPUTING OVERTIME

a. "Working hours" means the time an employee is required to be on duty, or at a prescribed work place and time during which he is permitted to work.

b. Annual leave, sick leave, approved holidays and compensatory time-off shall be considered hours worked for the purpose of computing overtime.

c. Employees who work in excess of eight (8) hours per day shall be paid time and one half (1.5) their regular hourly rate for the excess hours, except that an employee who works a regularly scheduled 10 hour day shall be paid time and one half (1.5) their regular hourly rate for hours worked in excess of 10 hours per day, except as provided herein.

d. Employees who work in excess of 40 hours per week shall be paid time and one half (1.5) their regular hourly rate for the excess hours, except as provided herein.

8.2 COMPENSATORY TIME OFF

a. In the event an employee works overtime on a particular work shift, the employee may elect to take compensatory time off at the rate of time and one half (1.5) in lieu of overtime cash payment.

b. Compensatory time may accumulate to a maximum of twenty-four (24) hours.

8.3 EMPLOYEES WORKING ON SEVEN-DAY OPERATIONS

a. Employees working necessary continuous seven day operations, whose occupations involve work on Saturdays, Sundays, and holidays, shall be paid overtime compensation for work on those days only for time worked in excess of eight (8) hours (or 10 hours for scheduled 10 hour employees) per day or forty (40) hours per week, except as provided herein.

b. Time and one-half (1.5) shall be paid for hours worked on the employee's first or second regularly scheduled day-off in the workweek, except as provided herein.

8.4 ASSIGNMENT FOR OVERTIME WORK.

Overtime work shall be applied on a rotational and equitable basis. Overtime will not be offered to temporary employees until all bargaining unit employees have rejected the overtime.

ARTICLE 9
PROBATION PERIOD

All new employees shall serve a probationary period of six (6) months. Newly hired probationary employees are excluded from the coverage of this agreement except as otherwise provided herein. During such probationary period, such employees may be laid off or discharged for any reason. In addition, employees transferred or promoted shall serve a sixty (60) day probationary period. Upon transfer or promotion the employee maintains the right to voluntarily return to his position without penalty during the probationary period.

ARTICLE 10
GRIEVANCE

10.1 DEFINITIONS

a. A grievance is a claim relating to the interpretation or application of this Agreement and those portions of the City of Fallon Municipal Code which are applicable and that are subjects of mandatory bargaining. This does not preclude informal discussion and attempt to resolve the problem prior to filing a formal grievance, even though such discussions are not part of the formal grievance procedure.

b. A grievant is a regular employee, or a group of regular employees, or the Union filing the grievance.

c. Days shall mean working days, Monday through Friday, and shall not include Saturday, Sunday or holidays.

10.2 RIGHTS TO REPRESENTATION

At least one Union representative may be present for any meeting, hearing, appeal, or other proceeding between the City and a grievant relating to a grievance which has been presented under this Article. If, in the judgment of the Union, a grievance affects a group of employees of the Union, the Union may initiate and submit such grievance, in writing, to the Mayor or designated representative directly, and the processing of such grievance shall commence at Step II, described below. When it is necessary for the grievant or the Grievance Committee to attend a hearing held in connection therewith, he or she will be released from normal duties, without loss of pay, in order to do so.

10.3 PROCEDURE

All grievances shall be submitted in writing.

All grievances in the first instance may be submitted to the Union in order to provide representation and protection for the employee.

Failure to respond at any supervisory level within 10 days will result in the award being granted to the grievant.

STEP I

Within 21 days of the occurrence, knowledge or condition which is the basis of the complaint, the grievant may present the grievance, in writing, to the supervisor. The supervisor shall attempt to adjust the matter and respond in writing to the grievant within ten (10) days. The answer shall include the reasons upon which the decision was based.

STEP II

If the grievant is not satisfied with the disposition of the grievance at Step I, the grievant may, within ten (10) days, submit the grievance in writing to the Mayor or the Mayor's designated representative. The Mayor or his designated representative shall schedule a hearing within ten (10) working days. At such hearing, the City must present all its arguments and evidence, if any, which it contends to support the City's position, and the grievant or Union may present its arguments and evidence which it contends to support the grievant position The Mayor or his designated representative shall render his decision in writing within ten (10) days of the end of the hearing.

STEP III

If the grievant is not satisfied with the disposition of the grievance at Step II, the grievance may be submitted in writing to arbitration for resolution. The grievant or the Union shall exercise the right of arbitration by giving the Mayor written notice of its intention to arbitrate within ten (10) days after it has received the Mayor's decision at Step II. If any question arises as to arbitrability, such question will first be ruled upon by the arbitrator selected to hear the dispute. Within ten (10) days after such written notice of submission to arbitration, the City and the Union will attempt to agree

upon a mutually acceptable arbitrator, and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator, or to obtain such a commitment within the ten (10) day period, a request for a list of arbitrators may be made by either party to the Federal Mediation and Conciliation Service. The parties shall attempt to utilize Arbitrators residing in Nevada. Within five days of receipt of the list, each party shall strike names from the list, and the name remaining shall be the arbitrator.

10.4 ARBITRATION COSTS

Each party shall bear its own costs of arbitration, except that the fees and charges of the arbitrator shall be shared equally by the parties. If one of the parties wants a transcript of the arbitration proceedings, the party requesting the transcript will pay the costs of the transcript, and the other side shall not be entitled to a copy of said transcript unless the costs are shared. If both parties request transcripts, they shall share equally the costs.

10.5 JURISDICTIONOF THE ARBITRATOR

The arbitrator shall decide all substantive and procedural issues. Upon request of either party, and in the discretion of the arbitrator, the merits of a grievance and the substantive and procedural issues arising in connection with the grievance shall be consolidated for hearing before an arbitrator. The decision of Arbitrator cannot modify, amend or change any portion of the standing agreement. The arbitrator shall consider the grievance and render a decision which shall be final and binding upon the parties without recourse--except as provided by law.

10.6 EXCEPTIONS TO TIME LIMITS

The time limits provided in this Article shall be strictly observed, unless extended by mutual consent of the parties or otherwise excused for just cause as determined by the Arbitrator. Grievances involving alleged errors in salary are deemed continuing grievances, with each salary payment constituting a separate occurrence which may form the basis of a complaint. Notwithstanding the expiration of this Agreement, any claim or grievance which arises during the term of the Agreement may be processed through this grievance procedure until resolution.

10.7 COOPERATION OF THE EMPLOYER AND UNION

The City and the Union will cooperate with each other in the investigation of any grievance, and further, will furnish each other with such necessary and relevant information as is requested for the processing of any grievance. No grievance board member or member of a grievance committee involved in a hearing of any grievance shall suffer loss of salary or benefits. Overtime or any other special pay shall likewise not apply.

10.8 PERSONNEL FILES

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. The parties agree such documents are confidential and are not to be released to anyone without the employee's consent or an appropriate court order.

Likewise, the parties agree that all personnel files contain confidential, personal information and, as such, shall not be released to anyone without the employee's consent or appropriate court order.

10.9 RIGHT TO REPRESENTATION

The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit. Notwithstanding such responsibility, however, the Union and the City recognize the right of any employee who is not a member of the Union to act for himself with respect to any condition of his employment, with or without his private outside counsel, at his own expense, provided that any action taken on a request or in adjustment of a grievance shall be consistent with the terms of the grievance process in this Agreement, all as provided in NRS 288.140(2); the non-member also has the option of requesting the Union to provide representation for a specific incident in the filing and/or process of his grievance on terms agreed upon by the Union and the grievant. The City will be held harmless for any individual between the Union grieving the employee.

ARTICLE 11
RETIREMENT

All employees covered by this Agreement shall be covered by the State of Nevada Public Employees Retirement System pursuant to NRS Chapter 286. The City shall maintain the current rate as required by the system which is 25.75% as of the date of the Agreement. Any upward adjustment equating to more than .5% per year of the rate of significant modification or amendment to the content of the system, the parties shall convene in the appropriate manner to review the issue.

ARTICLE 12
COMPENSATION

12.1 SALARIES

The parties agree the salaries in effect July 1, 2013 shall be frozen. However, any employee promoted to a new position during this time shall be entitled to the appropriate wage rate for such position.

12.2 STANDBY PREMIUM PAY

Employees who are required to be on stand-by time shall be compensated as follows:

a. Any employee designated to be on stand-by shall receive sixteen (16) hours straight time for each seven day period designated to be on stand-by. Any employee who is designated for stand-by for less than seven (7) days shall be compensated on a prorated basis of the sixteen hours in accordance with the number of days he/she is designated for stand-by. An employee designated to be on seven (7) day stand-by shall remain at a place where he can be contacted by telephone or pager in case of emergency and be accessible to perform emergency services. A stand-by employee can only be called out by his Supervisor, the Police Department, the Mayor or his designee. If the stand-by employee does not respond to a call out within thirty (30) minutes, he may be subject to a loss in pay and/or discipline subject to the appeal process.

b. Employees shall be paid at the rate of one and one half (1.5) times their regular hour rate for each hour, or fraction thereof, of actual work when actually contacted to perform service. In the event of call out to perform a minimum of two hours will be allowed for each incident called from the employee's residence.

c. This provision shall be uniform for all departments.

12.3 CALL BACK PAY

An employee who is called back to work before or after his regular work schedule shall receive a minimum of two hours pay at the rate of one and one half (1.5) times the current contract Salary. Employees who are required to report to work on their non-workdays, or on holidays they are entitled to have off, or outside their regular hours on workdays, shall be paid overtime compensation from the time the employee is called until they report back to their normal work place, but in any event not less than two (2) hours compensation.

12.4 MEDICAL TREATMENT FOR ON-THE-JOB INJURIES

An employee who has returned to regular duties after sustaining a compensable illness or injury and who is required in writing by the workers compensation doctor to receive additional medical treatment during the employee's standard working hours shall receive the employee's standard hourly rate of pay for such time up to 10 hours daily.

ARTICLE 13
STEP ADVANCEMENTS

13.1 At the completion of an employee's probationary period, an employee shall be advanced to the next step of the salary schedule for his classification. At the option of the City, an employee may be advanced to the next step of the salary schedule for his classification to completion of the employee probationary period.

a. Fifty-two weeks of full-time service after the initial probationary step increase, regardless of when granted, an employee shall advance to the next higher step. Each fifty-two weeks of full-time service thereafter the employee shall again advance to the next higher step until the top step in the classification has been reached. .

b. Pay increases shall be effective on the first day of the succeeding pay period after the advancement.

ARTICLE 14
RESPONSIBILITY PAY

14.1 RESPONSIBILITY PAY

The City may temporarily assign an employee to a supervisory position or an upgraded classification. All temporary upgrades shall be assigned and approved by the supervisor before work is performed. In the event the employee is temporarily assigned to a higher classification, for not less than five (5) hours in a work day, the employee shall be compensated ten percent (10%) upward

adjustment onto the hourly rate for actual time in temporary assignment. This does not include training opportunities nor shall training be used to circumvent this provision.

14.2 PAY FOR REQUIRED BI-LINGUAL SPANISH SPEAKING EMPLOYEES

Specific circumstances require designated employees, by the City, to fluently speak, read or write Spanish in the course of their work day. The City shall select two employees who are recognized fluent in Spanish to be designated bilingual for the purpose of interpretation necessary to conduct city business. The employees shall be compensated an additional $100.00 per month allowance for availability and performance of this activity, during normal work hours. Any request to be available and/or serve as an interpreter outside normal duty hours shall be compensated at 1.5 of the regular rate. The designated employees will be mutually agreeable to serve the departments where interpretation is provided. If it is determined that more than two individuals are required, the City shall submit the name of an additional qualified employee to the Union prior to implementation.

ARTICLE 15
HOLIDAYS

15.1 LEGAL HOLIDAYS

The following days shall be observed as legal holidays:

New Years Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Nevada Day
Veterans Day
Thanksgiving Day
Family Day
Christmas Day

15.2 OTHER HOLIDAYS DEFINED

Any other legal holiday that may be designated by the President of the United States, the Governor of Nevada, or the City Council.

15.3 HOLIDAY FALLING WITHIN VACATION PERIOD

If a legal holiday falls within an employee's approved vacation period, that day shall not be charged to annual leave.

15.4 HOLIDAY OBSERVANCE

When a designated holiday falls on a Saturday, the Friday before will be observed as a holiday, and when a designated holiday falls on a Sunday, the Monday after will be observed as the holiday. For non-standard workweek employees who usually work Saturday and/or Sunday, if the

designated holiday falls on a Saturday or Sunday, such day shall be granted as a holiday for purposes of Article 15.6 (Pay for Work on Holiday). The non-standard workweek employee shall not accrue additional holiday time for the Friday or Monday that is observed as the holiday for standard workweek employees.

15.5 COMPUTING HOLIDAY PAY

Holiday pay will be based upon the employee's regular hourly wage for the number of hours in his regular workday. Such computation will be exclusive of shift differential and overtime pay.

15.6 PAY FOR WORK ON HOLIDAY

An employee who is required to work on a holiday shall receive 1.5 for actual hours worked in addition to regular Holiday pay at straight time. In lieu of receiving compensation as specified above and subject to City's approval, the employee may elect to receive the regular rate of pay for the hours worked on the holiday and accrue compensatory time off at the rate of 1.5 for each hour worked on the holiday.

ARTICLE 16
ANNUAL LEAVE

16.1 COMPUTATION OF VACATION DAYS

a. All regular full-time employees shall accumulate annual leave for each calendar month or major fraction thereof in accordance with the following schedule:

Less than 1 year:	9 days
After 1 year but less than 2 years:	10 days
After 2 years but less than 5 years:	12 days
After 5 years but less than 10 years:	17 days
After 10 years but less than 15 years:	21 days
After 15 years but less than 20 years:	24 days
After 20 years of continuous service:	27 days

On the employee's 15th, 20th and 25th anniversary one additional week (5 days) of vacation will be allotted for use that year.

16.2 LIMITATION

Vacation credit may not be accumulated to exceed 240 hours at the beginning of any fiscal year. Vacation is granted for the purpose of encouraging an employee to take time off from his job. No employee shall be permitted to waive vacation time for the purpose of receiving pay for unused hours. Each eligible employee shall bid for usage of vacation credits in an account as desired by the employee in accordance with Section 16.5, or as otherwise allowed in order to comply with this Section. In the event an employee is unable to take vacation consistent with the intent of this Section, such employee who has accrued annual leave in excess of the maximum allowed, shall be compensated for the amount of annual leave in excess of the maximum, at the end of the fiscal year.

However, any employee who has not complied with Section 16.5 or who has not otherwise attempted to use his annual leave credits to remain below the maximum allowable credits, shall forfeit the excess unless the request for use of annual leave has been denied for the convenience of the City.

16.3 ANNUAL LEAVE UPON TERMINATION

Upon termination, the employees will receive a lump sum payment for all accumulated unused annual leave and compensatory time, up to the maximum, at 100% the current contract salary. No employee shall be paid for accumulated leave upon termination of his service unless employed six months or more.

16.4 EMPLOYEES BECOMING ILL WHILE ON VACATION

An employee who submits satisfactory evidence that, during his vacation period, he was hospitalized for a disability, shall at his request, be granted sick leave for the period of his disability to the extent that he is entitled to such leave under the provisions of Section 17 of this Agreement, and the portion of his lost vacation time for which sick leave is granted shall be credited to him.

16.5 Vacations shall be posted for bid on March 1st of each year. Employees shall bid vacation by departmental seniority during the month of March. Vacation shall be awarded by seniority bid and posted no later than the fifteenth day of April of each year.

16.6 In addition to weekly increments, vacation credits may be used when approved in advance by the City in any amount up to an amount equal to the employee's regular work shift.

16.7 Regular Part-time employees shall accrue vacation credits on a pro-rated basis by determining the hours actually worked as a percentage of forty, reference Article 1.

ARTICLE 17
SICK LEAVE AND OTHER LEAVES OF ABSENCE

17.1 PAID SICK LEAVE

a. Starting from the date of hire, full-time employees hired shall accrue 1 day of sick leave each month, to a maximum of 12 days per year, at full salary, for personal illness or disability, personal medical appointments, quarantine or communicable disease, maternity, paternity, adoption, or illness, disability or communicable disease in the immediate family.

b. Unused days of sick leave each year will be allowed to accumulate without limit for use purposes.

c. Employees may not use accumulated sick leave until completion of thirty days of continuous employment.

d. Sick leave may be used for absences necessitated by pregnancy, miscarriage, childbirth and recovery there from and shall include leave for purposes of adoption as may be required by State and Federal law or regulations.

e. When absence is due to the employee's personal illness, the employee does not have to inform the City of the nature of such illness. The City may require a physician's statement as to the authenticity of the reasons for use of sick leave if such sick leave is for more than three consecutive days. Where the City has reasonable cause to believe sick leave is being abused, it may require the employee to submit a physician's statement and, in such event, the appropriate City representative shall state, in writing, the reason for suspecting abuse of sick leave.

f. Family sick leave shall be limited to eighty (80) hours per fiscal year unless excess amount is approved by the employee's department head or the department head's designee. Prior to any family sick leave being approved, the employee shall contact the employee's department head or the department head's designee orally or in writing within one day of employee returning to work stating the reason for using family sick leave. For purposes of this section "in writing" shall include the use of a standard leave slip.

g. If an employee is hospitalized during vacation his vacation period, upon request of his supervisor; he shall be granted sick leave, up to the amount he has accumulated, for the period of confinement.

h. If a holiday which an employee is entitled to have off with pay occurs on a workday during the time an employee is absent on sick leave, the employee shall receive pay for the holiday as such, and it shall not be counted as a day of sick leave.

17.2 COMPENSATION FOR UNUSED SICK LEAVE

Upon death or retirement after 5 years of satisfactory service, employees or beneficiaries shall receive compensation for unused sick leave at the employee's regular hourly rate of pay unadjusted for retirement, in accordance with the following schedule: At least 5 years, but less than 10 years 35%, at least 10 years, but less than 20 years 50%, more than 20 years 75%.

17.3 Use of Sick Leave while on Workers' Compensation

a. An employee who is unable to work due to an on-the-job injury or illness and who receives "Workers' Compensation" pursuant to NRS 616A, 616B, 616C, 616D, or 617 shall be allowed to supplement such compensation by utilization of accrued sick leave at the rate of up to 13 hours per week, until the accrued sick leave is exhausted.

b. When accrued sick leave has been exhausted, if the employee is still unable to work, accrued compensatory time shall be allowed to supplement the Worker's Compensation at the rate of up to 13 ½ hours per week, until such accrued compensatory time has been exhausted.

c. When accrued compensatory time has been exhausted, if the employee is still unable to work, accrued annual leave shall be allowed to supplement the Worker's Compensation at the rate of 13 1/2 hours per week, until such accrued annual leave has been exhausted.

17.4 ACCOUNTING OF ACCRUED SICK LEAVE

Employees shall be given a written accounting of accumulated sick leave on employee pay checks.

ARTICLE 18
OTHER LEAVE

18.1 MATERNITY-PATERNITY-ADOPTIONLEAVE

In addition to leave provided in Article 17, the City may provide leave of absence without pay for any employee who is required to be absent from work because of pregnancy, miscarriage, childbirth and recovery there from, and paternity and adoption. The length of the maternity leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee in consultation with their physician. The City's approval is required but will not be unreasonably withheld. The parties agree that this benefit will not diminish employee rights under the Federal Family Medical Leave Act of 1993.

18.2 BEREAVEMENT LEAVE

Employees who are required to be absent from work due to the death of a member of the employee's "immediate family" shall receive compensation at the regular rate of pay for time allotted sick leave if additional bereavement is necessary or for critical illness of a family member or leave for a funeral involving other family members. The City may require documentation necessary to travel, attendance and conducting necessary business not to exceed three (3) days. Immediate family as used herein includes the employee's spouse, significant other, children, stepchildren, brothers, sisters, parents or grandparents and parents-in-law.

18.3 LEAVE FOR CMC DUTIES

Temporary leave at full salary will be provided to each employee for jury duty, court appearances or administrative proceedings arising out of the employee's employment. Employees subpoenaed or otherwise required to appear in court or at administrative proceedings arising out of their employment and which appearances occur outside their regularly scheduled shift shall be paid one and one-half (1/2) times their regular rate of pay for the time spent at such appearances. Juror or witness fees received by the employee shall be returned to the City.

18.4 MILITARY LEAVE

Employees shall be entitled to military leave, as now or hereafter authorized by law, to participate in National Guard Reserve or other United States military training. There shall be no loss of seniority, sick leave or annual leave rights during such leave. An employee shall receive his regular pay, not to exceed fifteen (15) calendar days per year, while on such leave. Where required by the nature of an employee's military obligation, leaves without pay in excess of fifteen (15) calendar days may be granted for military service in time of war, national or state of emergency, as proclaimed by the proper federal or state authorities, with reinstatement to be made at the expiration of such required period of leave as now or hereafter authorized by law.

18.5 EMERGENCY SERVICE

In addition employees called out on City-County reserve emergency service shall not realize any loss in pay.

18.6 LEAVE OF ABSENCE WITHOUT PAY

a. Leave without pay may be granted for court appearances or administrative proceedings, not related to employment in which the employee is a party or a witness.

b. A leave of absence without pay may be granted to a regular employee for a period not to exceed 30 working days in any calendar year, upon the approval of the department head.

c. A leave of absence without pay exceeding 30 working days but not exceeding one year may be granted upon the recommendation of the department head and the approval of the Mayor.

d. A leave of absence under this section shall not be considered a break in continuous service. After 30 days however, probationary periods and anniversary dates shall be adjusted for the purpose of merit increases. Sick and annual leave will not accrue during leave without pay status. Employees may elect to continue coverage under the medical insurance by prepaying required premiums.

e. Upon return from a leave of absence under this section, the employee shall be entitled to the same position held immediately before commencement of such leave or to a position of comparable responsibility and remuneration in the same grade and step.

f. Leave without pay will not be granted for an employee to seek other compensable employment.

ARTICLE 19
EQUIPMENT, TOOL AND CLOTHING ALLOWANCE

19.1 PROTECTIVE EQUIPMENT

City will furnish such protective devices as goggles, safety shoes, boots and gloves, and all other equipment necessary to protect employees from industrial injury and health hazards. Initial and replacement issuances will be made at no cost to the employee, when such replacements are necessary because of wear. Employees will be responsible and accountable for proper wear and maintenance of safety equipment issued. The City will provide funding and reimbursement for protective-leather industrial steel-toed boots for employees requiring the use of boots during their work day. The boots should be of lace-up construction with a durable sole. The boots should last approximately the minimum of one year. The City will reimburse up to Two Hundred Fifty Dollars ($250.00) upon receipt of boots. The employee is responsible for daily care and wear of purchased boots. Employees will be required to wear the boots purchased during working hours.

19.2 UNIFORM AND CLOTHING

In addition to apparel required to be worn for purposes of health or safety, City shall, at no cost to the employee, supply any uniforms they are required to wear and make necessary and reasonable replacement thereof. City shall bear the cost of repairing such uniforms when damaged in the performance of duty. Such uniforms will remain the property of City at all times. This section shall not apply to dispatchers and C.S.O., who shall continue to receive an allowance in lieu of such uniforms being provided. Refer to 29.1 for applicability.

19.3 TOOL ALLOWANCE

a. City will furnish all tools used by the employees in their work.

b. All tools furnished by City shall remain its property, but will be charged to the employees who shall be responsible for the security of the tools assigned to them.

19.4 REPAIR OR REPLACEMENT OF PERSONAL PROPERTY

Upon approval of the Department Head, the employer shall reimburse an employee for the costs of repairing or replacing watches or prescription eyeglasses which are lost, damaged or stolen while the employee is in the specific performance of his or her duties, within thirty (30) days of notification to the Department Head as follows:

a. Prescription eyeglasses up to 50% of repair or replacement cost up to a maximum of $300.00 with the City's maximum share $150.00. The first $100.00 of the repair or replacement will be paid by the City. In order to receive benefit under this Article, the employee must report any claims to his or her supervisor prior to the end of the shift on which the incident occurred, unless such report is not possible or practical at that time. (The only exception is for contact lenses when an employee is under medical necessity).

19.5 City agrees to abide by applicable OSHA regulations, including, but not limited to, installation of eye wash stations in or near hazardous areas, and staffing of crews on hazardous assignments sufficient to ensure the safety of all employees.

ARTICLE 20
TRAVEL ALLOWANCE

20.1 TRAVEL ALLOWANCE

Employees who are temporarily assigned to perform work away from their normal City location at a distance which requires expenditure for public transportation and accommodations, shall be reimbursed for the following travel expenses as applicable.

a. The cost of the mode of transportation, as determined by City, used by employee.

b. The rental of accommodations in a clean motel or hotel selected by the employee if reservations are not made in advance by City.

c. The City will provide the employee with a reasonable per diem cash advance prior to the commencement of such travel. All legitimate and reasonable business expenses that exceed the per diem cash advance, which are documented by receipt, shall be reimbursed by the City. Such per diem cash advance shall be credited to payment of the above expenses and shall not be deemed an addition thereto.

20.2 No employee will be required to use his or her personal vehicles in order to perform his or her job duties or to otherwise conduct City business, unless specifically agreed to by the City, the Union, and the Employee.

ARTICLE 21
INSURANCE BENEFITS

21.1 HEALTH INSURANCE

All insurance coverage currently in effect under this Article shall remain in force during the term of this Agreement.

ARTICLE 22
RECLASSIFICATION

22. 1 ENTITLEMENT

An employee group of like employees may request a reclassification study through their Department Head if they believe that since their job descriptions and specifications were last drafted, their duties and responsibilities have changed so significantly, both in number and variety, as to cause an increased workload demand.

22.2 PROCEDURES

The department head may submit a request, or in the event the department head refuses to do so, the employee may submit a request to the City Clerk for a reclassification study. The City Clerk will proceed within 30 days of receipt of such request to investigate the classification status of the position, and reasonably attempt to conclude the investigation within 90 days after receipt of the request and provide the department head and the employee with a written decision, which shall include the reasons for such decision.

22.3 EFFECTIVE DATE

If the position is reclassified, the effective date of the reclassification shall be retroactive to the date of request unless the affected department cannot absorb the cost of the reclassification in its approved budget without a budget augmentation.

22.4 DISPUTE OVER CLASSIFICATION

In case of a dispute between the parties to this Agreement as to the application of this article the dispute shall be determined in accordance with the grievance procedure set forth in Article 10 of this Agreement. It is understood disputes under this Article shall commence at Step 2.

ARTICLE 23
DISCIPLINARY ACTIONS

As a general policy, discipline shall be administered or imposed to fit the circumstances on a basis of progressive discipline. No discipline shall be imposed except for just cause.

23.1 PERSONAL REPRIMAND

In a minor offense, an oral reprimand may be given the employee.

23.2 WARNING LETTER

A letter of warning may be given the employee, in relatively serious cases. Copies of the letter shall be filed with the employee's service record in the employment department and one copy shall be furnished to employee. A letter of warning shall remain with the employee's service record for a period not to exceed one (1) year; at which time such letter will be removed and thereafter, no further reference will be made to it.

23.3 SUSPENSION

Where the offense is a serious one, the City may, on written notice to the employee and to the Union, unless an employee has first instructed the City not to send such to the Union, suspend the employee from work, without pay according to the gravity of the offense and the previous record of the employee concerned. Copies of the notice shall be filed with the employee's service record in the Personnel Department, and one (1) copy shall be furnished the employee. A written notice of suspension will remain in the employee's service record; however, after one year, the employee may request of his department head that the notice of his suspension be removed from his record.

23.4 DEMOTION AND DISMISSAL

When other forms of discipline or corrective action have proved ineffective, or when the seriousness of the offense or conditions warrant, the department may demote or dismiss an employee for cause.

23.5 SPECIFICITY OF CHARGE

All disciplinary actions, except oral reprimand, shall be given to the employee in writing and shall state the date and nature of the offense, and include any rule, regulation, ordinance, law or policy violated as clarification. The written charge shall be signed by both the department head and the employee. However, the employee's signature does not constitute an admission of guilt, but merely an acknowledgment of receipt of the charge.

23.6 Unless an employee has first instructed the City not to send a copy of any disciplinary action against the employee to the Union, the City shall send a copy of any disciplinary action, except personal reprimand, to the Union within five (5) calendar days of such being issued to the Employee.

ARTICLE 24
LAY-OFF POLICY AND PROCEDURE

Whenever there is a lay-off due to lack of work or lack of funds that affects employees in the bargaining unit, the procedures set forth in this Article shall apply.

24.1 DEFINITIONS FOR THIS ARTICLE ONLY

As used in this Article only, unless the context otherwise requires the words and terms listed below shall have the meanings ascribed to them in this section.

a. "City seniority." City seniority shall be calculated on the basis of the date of hire.

b. "Regular employee." Any employee who has attained regular status, but is serving a new probationary period for any reason, is grouped with regular employees for layoff purposes.

24.2 The City shall determine what position(s) will be affected by a lay-off.

24.3 a. In the event the City has an opening for a new or reinstated position, employees shall be recalled in the reverse order of their lay-off.

b. Any employee laid off shall be eligible for recall and rehire for a period of one year.

c. The City agrees to re-employ laid-off employees from the eligible list, provided such employees meet the minimum qualifications required for the new or reinstated positions.

d. Upon recall and re-employment, an employee shall be credited with City seniority accrued prior to lay-off.

24.4 NOTICE TO UNION

Whenever it is determined that a lay-off of employees may occur because of lack of work or funds, the City shall give written notice of the lay-off, including the specific reason(s) such action is necessary and the estimated length of the lay-off period, to the Union at least seven (7) calendar days prior to the effective date of notification to employees.

24.5 NOTICE TO EMPLOYEE(S)

All regular employees to be laid off shall be given written notice of such lay-off at least thirty (30) calendar days prior to the effective date.

24.6 SEQUENCE OF LAY-OFF

Within the job classification(s) selected for lay-off with the department or division, the following sequence of lay-off shall occur:

a. Temporary and probationary employees within the job classification selected for lay-off shall be laid off first.

b. Thereafter, the employee(s) with the least job classification seniority in the job classification(s) selected for lay-off shall be laid off next.

c. Regular employees shall be laid off only after those layoffs within paragraph (a.) of this provision have been exhausted.

24.7 VACANCIES

Whenever possible, employees will be permitted to fill available vacancies, provided the employee meets minimum qualifications and any necessary tests. If offered, the employee must submit his decision in writing within seven (7) calendar days of notification.

24.8 BUMPING

a. Bumping rights shall be exercised in the following sequence of steps: Step I - A regular employee who has received a lay-off notice may replace an employee in the same job classification, in another division within the same department, if the employee has more job classification seniority than the employee to be displaced; Step 2 - If a regular employee who has received a lay-off notice is unable to exercise bumping rights at Step I, the employee may replace an employee in the same job classification, in another department, if the employee has more job classification seniority than the employee to be displaced; Step 3 – If the employee is unable to exercise bumping rights at Step 2, the employee may replace an employee in a lower job classification within the same job classification series, first in the same department, second in another department, if the employee has more city seniority than the employee to be displaced; Step 4 – If the employee is unable to exercise bumping rights at Step 3, the employee may replace an employee in a lower job classification within another job classification series, in the same or other department, if he has more city seniority than the employee to be displaced and meets the minimum qualifications for the other position.

b. An employee electing to exercise bumping rights shall assume the grade of the employee being bumped and the step closest to his, the employee exercising the bumping right existing salary at the time of the lay-off.

c. Any employee who is bumped shall have the right to exercise bumping rights in accordance with the provisions of this section. The decision to bump must be submitted in writing within seven (7) calendar days of notification.

d. Whenever it is determined that lay-off of employees shall occur the City agrees to supply current city seniority lists and job classifications series seniority lists to the Union for the jobs being affected.

24.9 COMPUTING SENIORITY: TIES

When job classification seniority is equal among employees in the same job classification ranking of those employees shall be determined by city seniority. When job classification seniority and city seniority are equal, ranking of those employees shall be determined by drawing lots.

24.10 RECALL

a. The name of an employee who has been laid off shall be placed on the reemployment list and shall be recalled in the inverse order in which the employee was laid off. Persons on such a list will be offered appointment to an opening in the job classification or equated job classification or any vacancy for which the employee is qualified and no new employee will be hired until all qualified employees on lay-off status desiring to return to work shall have been offered the position. The employee must provide the employer with any address change while waiting for recall.

b. Notice of recall will be made in writing by certified mail to employee's address of record.

c. An employee who is sent notice of recall must respond within ten (10) working days of the receipt of the notice of certification for recall.

d. An employee recalled to his former or equated job classification must report for re-employment on the date established by the department head or be considered to have abandoned his recall rights so long as said date is beyond ten (10) working days from the date of receipt of the recall notice.

e. An employee recalled to a job classification with a lower salary rate than his previous job classification may refuse such position and remain eligible for recall. In the event that an employee accepts such a position, the employee's name will be removed from the re-employment list.

f. An employee on lay-off accrues no additional sick leave or annual leave. When an employee is recalled from lay-off and re-employed, he is considered to have continuous service credit for computation of future earned annual leave. Sick leave will be reinstated in an amount equal to that as of the date of the employee lay-off.

g. Employees on a re-employment list shall retain eligibility for recall for a period of two (2) years from the date their name was placed on the list.

h. Upon returning to his original job classification, an employee shall retain his accrued time for merit increase if rehired within one (1) year.

ARTICLE 25
EDUCATION EXPENSES

25.1 PAY AND EXPENSES FOR RELATED TRAINING

The City shall pay the full cost of tuition, books, and other reasonable expenses incurred by an employee in connection with any course, workshop, seminar, conference or in-service training session an employee takes at the request of the City and which is related to the employee's professional responsibilities. The employee shall not be compensated for time spent beyond the regular working day. Meals, lodging and transportation shall be reimbursed as provided in Article 24

25.2 EDUCATION INCENTIVE

The City shall recognize an employee's completion and application of job related formal education with an annual stipend, to be paid on the first pay period of the fiscal year, in addition to regular salary. The Mayor or his designee shall approve all certifications and degrees to determine job related applicability. Proof of satisfactory completion must be presented to the City for the stipend to be paid in one of the following:

1.	Technical Certification	$50.00
2.	Secondary or Advanced Certification	$75.00
3.	AA Degree	$100.00
4.	BA or BS Degree	$200.00

NOTE: CDL is not included as a technical certification.

25.3 The City strongly supports higher education for its employees. The City agrees to reimburse an employee for costs incurred for tuition and required books and materials under the following conditions:

1. One course per quarter or semester. Course has been pre-approved for reimbursement by the City Mayor or his designee; and

2. The employee has successfully completed the course with a grade "B" or better and has presented proof of payment for costs. The parties agree that purchased books and materials shall be the property of the employee.

ARTICLE 26
INVOLUNTARY DEMOTION

26.1 INVOLUNTARY DEMOTION

When an employee is involuntarily reduced to a lower job classification, the salary of the employee shall be determined as provided in the salary schedule, but in no case shall the employee suffer a reduction in salary.

ARTICLE 27
VACANCIES

27.1 NOTICE

Notice of all vacancies and/or promotional vacancies within the city shall be given to all employees of the city through briefings or otherwise and shall be posted on bulletin boards within the city departments for a period of not less than fifteen (15) calendar days prior to the last date for application or the date scheduled for testing, whichever is earlier. Notice shall contain the following information:

a. Title and job description of the position;

b. All minimum education requirements including education, employment, training or experience criteria, and whether equivalent factors will be recognized; for current employees seniority will be considered with the minimum eligibility requirements listed above;

c. Identifying preference or priority will be given to employees; current employees identified as having a preference or priority must still meet minimum eligibility requirements set forth in paragraph b;

d. Whether there will be competitive testing and, if so, the date, the time and place of the tests; the nature and scope of the test subject matter, and any reference material or sources upon which the test is based;

e. Whether the test will consist of written, oral and/or physical demonstration components and the relative weight to be given to each in scoring the test results;

f. Whether test results can be reviewed by applicants and if so, what appeal rights exists.

ARTICLE 28
OCCUPATIONAL SAFETY AND HEALTH PROGRAMS

28.1 OCCUPATIONAL SAFETY AND HEALTH PROGRAMS

City shall establish safety and health programs, and maintain an effective and comprehensive occupational safety and health program.

28.2 REST PERIOD

a. Any regular probationary employee who, as the result of a call out or work assignment, has worked at overtime rates between his regular quitting time and his next regular starting time on regular work days, shall be entitled to a rest period but not limited to the following conditions:

(1) If he has worked eight (8) hours or more at overtime rates, he shall be entitled to a rest period of not less than nine (9) consecutive hours.

(2) If he has worked a minimum of two (2) hours at overtime rates and such work extends beyond nine and one-half (9 1/2) hours after his regular quitting time, he shall be entitled to a rest period of nine (9) consecutive hours.

(3) If he has worked a minimum of two (2) hours after 12:00 midnight at the overtime rate and such work commences later than nine and one-half (9 1/2) hours after his regular quitting time, he shall be entitled to a rest period of nine (9) consecutive hours upon completion of such overtime work.

(4) Rest periods as provided above, shall commence upon completion of the employee's overtime work or the start of his regular work hours, whichever occurs first.

ARTICLE 29
C.S.O. AND DISPATCHER

29.1 Employees required to wear a designated uniform during the work day shall be allotted an allowance as currently provided ($300 dispatchers, $400 C.S.O.). This annual allotment is to be used for purchase, upkeep and cleaning of uniforms.

29.2 SHIFT DIFFERENTIAL

An employee whose assigned shift requires working swing shift or graveyard shift shall receive, in addition to the compensation provided in the salary schedule in effect, the following shift differential pay:

Swing Shift	6% during the entire shift
Cover Shift	6% during the entire shift
Graveyard Shift	8% during the entire shift

The supervisor shall designate the hours which constitute swing shift and graveyard shift.
The City will provide two week's notice to affected employees and the Union before any change is made in the hours which constitute a shift. The Union may file a grievance if any dispute is not resolved when the parties convene.

ARTICLE 30
CONTINUITY OF SERVICES

30.1 STRIKE/LOCKOUT PROHIBITION

The City and Union recognize the desirability of continuous and uninterrupted operation of city services during the normal year and the avoidance of disputes which threaten to interfere with such operations as provided in NRS 288. Therefore, the parties agree that there shall be no strike by the Union or lockout by the City over a bargaining dispute during the duration of this Agreement.

ARTICLE 31
EFFECT OF AGREEMENT

31.1 CHANGES IN AGREEMENT

For the term of this Agreement, no change shall be made in any provision of this Agreement or in any other working condition that is a mandatory subject of bargaining, unless by mutual written consent of parties hereto. In the event either party desires to amend this Agreement, such party shall give written notice to the other expressly stating what the proposed amendment shall be. The parties shall meet within two weeks of such notice and negotiate over the proposed amendment. If no agreement is reached concerning the proposed amendment, no change to the existing agreement shall occur.

31.2 SAVINGS CLAUSE

If any provision of this Agreement or any application thereof to any employee is finally held to be contrary to the law, then such provision or application shall be deemed invalid, to the extent required by such decision, but all other provisions or applications shall continue in full force and effect. If such provisions exist, which are so held, at the request of either party, negotiations shall immediately commence in order to alter said section(s) to provide the benefit(s) according to the intent of the parties.

31.3 DUPLICATION AND DISTRIBUTION

Reasonable number of copies of this Agreement shall be printed at the expense of the City within thirty (30) days after the Agreement is signed. Copies shall be available to employees upon request.

ARTICLE 32
DURATION OF AGREEMENT

32.1 EFFECTIVE PERIOD

This Agreement shall be effective as of date of execution of this agreement, and shall continue in full force and effect until June 30, 2015 consistent with the provisions of NRS 288.

32.2 RENEWAL AND REOPENING OF AGREEMENT

Provided that the Union continues to be supported by a majority of the eligible employees in the unit, this agreement will automatically be renewed and will continue in force and effect for an additional period of one year unless either party gives notice to the other party, in accordance with NRS Chapter 288, of its desire to reopen certain provisions of this Agreement and, or add provisions to this Agreement, and to negotiate over the terms of such provision. In the event a successor agreement is not agreed upon before termination date of this Agreement, all provisions of this Agreement shall remain in full force and effect until an agreement is reached. All salaries, benefits and working conditions agreed upon in the successor agreement will be retroactive to the termination date of this Agreement.

IN WITNESS WHEREOF, the city and the Union have caused these presents to be duly executed by their authorized representatives.

CITY OF FALLON

BY Kevin Telford, Sr.

IBT LOCAL 533

BY Michael J. Sealy, Sr.

CITY OF FALLON
Pay Schedule

GRADE	A	B	C	D	STEPS E	F	G	H	I
1	$8.05	$8.22	$8.39	$8.55	$8.73	$8.93	$9.10	$9.28	$9.49
2	$9.71	$9.91	$10.12	$10.34	$10.56	$10.78	$11.01	$11.26	$11.48
3	$11.35	$11.61	$11.85	$12.11	$12.37	$12.65	$12.91	$13.21	$13.51
4	$13.01	$13.27	$13.58	$13.89	$14.20	$14.52	$14.83	$15.16	$15.50
5	$14.64	$14.98	$15.31	$15.65	$16.01	$16.38	$16.74	$17.14	$17.53
6	$16.29	$16.66	$17.03	$17.42	$17.83	$18.22	$18.66	$19.09	$19.52
7	$17.93	$18.35	$18.75	$19.19	$19.64	$20.10	$20.56	$21.04	$21.51
8	$19.59	$20.03	$20.50	$20.97	$21.46	$21.95	$22.46	$22.99	$23.53
9	$21.23	$21.73	$22.24	$22.74	$23.28	$23.81	$24.39	$24.95	$25.54
10	$22.87	$23.41	$23.97	$24.51	$25.10	$25.67	$26.29	$26.92	$27.55
11	$24.51	$25.10	$25.67	$26.29	$26.92	$27.55	$28.20	$28.85	$29.56
12	$26.17	$26.77	$27.42	$28.08	$28.78	$29.40	$30.10	$30.82	$31.55
13	$27.80	$28.49	$29.15	$29.83	$30.54	$31.28	$32.00	$32.79	$33.56
14	$29.45	$30.17	$30.79	$31.61	$32.37	$33.14	$33.93	$34.73	$35.58
15	$31.12	$31.85	$32.61	$33.38	$34.17	$35.00	$35.83	$36.70	$37.58

2 Meter Reader – Maint Wkr I Con Center
Street Sweeper
3 Secretary Convention Center
Maintenance Worker I Parks
Maintenance Worker II Sanitation
Trash Collection
Gate Attendant Landfill
4 Maint & Setup Coord. Conv Ctr
Bldg. & Grounds Maint. Worker
5 **Police Support Assistant**
CSO I
Heavy Equipment Operator
Maint. Worker I Streets
Accounting Clerk
6 Administrative Assistant
Court Clerk
Maintenance Worker II Parks

7 Cont.
Maintenance Worker II Landscape
Engineering Technician
Fire Apparatus Mechanic
Maint Worker Streets & Safety
Executive Secretary
Maintenance Worker II Water
Dispatcher
Admin. Coord. Convention Center
Building Inspector
8 **CSO II**
Mechanic
Police Officer
Plant Operator I
9 **Records Manager**
Lineman, Fire Marshal
Troubleman
Engineering Inspector

9 Cont.
Fire Apparatus Tech
10 Civil Defense Coordinator
Public Service, Maintenance Supv.
Director Convention Center
Deputy Clerk
Plant Operator II
11 **Sergeant**
Public Service Supervisor
Judge
12 Engineer
Lieutenant
Electric Dept. Supervisor
13 **Assistant Chief**
Clerk Treasurer
Public Works Manager
14 Public Works
15 **Chief of Police**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, ("MOU"), is made by and between the City of Fallon and the International Brotherhood of Teamsters, Local Union No. 533, ("Teamsters"), referred to herein collectively as the "Parties":

Whereas the City of Fallon and the Teamsters have negotiated an Agreement with the effective dates of July 1, 2013, through June 30, 2015; and

Whereas during the negotiations the Parties agreed to enter into a Memorandum of Understanding in order to document the Agreement relative to re-openers and the understanding regarding salaries,

Now therefore, in consideration of the above, the Parties agree as follows:

1. That the salaries referenced in Article 12.1 in effect July 1, 2013, shall be frozen through and including June 30, 2014. This would include any salary increases or step increases which an employee would be entitled to under the Collective Bargaining Agreement.

2. During the term of the Agreement either party can re-open the economic provisions under Article 12 on or before July 1, 2014, including the effective date of modification thereto, if any. If either party desires to re-open the economic provisions of Article 12, they shall do so by providing a written notice to the other party indicating their intent to negotiate any of the economic provisions set forth in Article 12. Within 20 days from receipt of the written notice the parties will schedule a negotiation session.

TEAMSTERS, LOCAL UNION NO. 533	CITY OF FALLON
By: Michael J. Sealy Sr.	By: Donald A. Lattin
Michael J. Sealy, Sr. Business Agent	Donald A. Lattin, Esq. Chief Negotiator
DATED: December 19, 2013	DATED: December 18, 2013